

General Terms and Conditions of Sale and Delivery of Knauf Interfer Aluminium Sp. z o.o. with registered office in Opole (Version as of 13.10.2021.)

1. Definitions - the terms used below have the following meanings:

- 1.1.** GCSDs - the General Terms and Conditions of Sale and Delivery applicable at the Supplier.
- 1.2.** Supplier - Knauf Interfer Aluminium Sp. z o.o. with registered office in Opole, ul. Arki Bożka 8, 45-411 Opole, Poland.
- 1.3.** Purchaser - legal entity, unincorporated body, natural person carrying out an economic activity.
- 1.4.** Purchase order - the Purchaser's written intention to purchase goods or services from the supplier.
- 1.5.** Delivery - delivery of goods, products, and services from or outside the supplier's permanent offer.
- 1.6.** Force majeure - events and external influences beyond the Supplier's control which impede or prevent the execution of the order, e.g., adverse weather conditions (floods, heavy snowfalls, hurricanes), lack of power supply, strikes, lockouts, roadblocks, measures taken by local authorities and the state and others.
- 1.7.** Parties - the supplier and the Purchaser together.

2. Scope of application of the General Terms and Conditions of Sale and Delivery

- 2.1.** GCSDs are an integral part of every order placed with the Supplier by the Purchaser and apply for the entire duration of the business relationship.
- 2.2.** By placing an order, the Purchaser, or his authorised representative warrants that he has taken note of the GCSD and accepts them in full.
- 2.3.** These GCSD shall apply to the delivery of goods and the provision of services by the Supplier.
- 2.4.** The supplier accepts the order placed by the Purchaser on the basis of a written confirmation. Acceptance of the order confirmed in writing by the supplier shall be tantamount to conclusion of the contract in accordance with the principles of GCSD.
- 2.5.** A declaration by the supplier of acceptance of the order subject to amendments and additions shall be deemed to be an acceptance considering the reservations contained in this declaration.
- 2.6.** In order to avoid nullity, amendments to the terms of the contract or separate verbal agreements require the written confirmation of the supplier and apply exclusively to the respective transaction which is determined in the amendment confirmation.
- 2.7.** The terms and conditions of performance of the contract applicable at the Purchaser's and deviating from these GCSD shall not apply in business transactions between the Supplier and the Purchaser.
- 2.8.** In addition to the provisions contained in the GCSD, the Supplier and the Purchaser shall have the option of concluding an individual cooperation agreement.
In addition to the provisions contained in the GCSD, the Supplier and the Purchaser shall have the option of concluding an individual cooperation agreement in which cooperation principles deviating from the GCSD may be regulated. In order to avoid nullity, the acceptance of an individual cooperation agreement must be in written.
- 2.9.** Upon conclusion of an individual cooperation agreement between the Supplier and the Purchaser, these GCSD shall apply in the course of business between the Parties exclusively in an area not covered by this Agreement.

3. Product details and approvals

- 3.1.** All technical information provided by the Supplier is for guidance only and shall apply only within such scope as is accepted by both parties.
- 3.2.** The Purchaser shall be solely responsible for obtaining all permits, documents for foreign exchange control and other decisions necessary for carrying out the export, import and use of products.

4. Prices

- 4.1.** The prices for the delivery of goods - products are **net** and loco warehouse of the supplier.
- 4.2.** The prices for the delivery of goods, products and services shall be agreed on the basis of the supplier's prices applicable on the day the respective order is placed.
- 4.3.** Prices for individual goods, products and services not included in the Supplier's standing offer, as well as prices for services, shall be agreed by the Parties individually prior to the commencement of the performance of the respective task.
- 4.4.** Discounts and rebates granted by the supplier shall be negotiated individually and confirmed in writing.
- 4.5.** The supplier is entitled to increase the agreed price in accordance with the extent to which the cost elements such as production costs, electricity, material costs, wages have been increased from the day of acceptance of the order to the day of delivery.

5. Execution of deliveries

- 5.1.** The supplier reserves the right to an accuracy limit range of +/- 10 % when executing the order.
- 5.2.** The stated delivery dates are for information purposes and are not binding. Non-compliance with the delivery date by the Supplier shall only entitle the Purchaser to assert the claims to which it is entitled by law if the Supplier does not realise the delivery or service despite having set an additional date in writing, considering Clause 5.3.
- 5.3.** The delivery date shall be extended by the duration of any impediment that has occurred as a result of circumstances beyond the control of the parties, i.e., failure of subcontractors to deliver materials on time, force majeure events, unforeseeable operational disruptions, transport and customs delays, transport damage - including roadblocks, time restrictions on truck traffic, power failures, material, and raw material shortages.
- 5.4.** The Purchaser is obliged to accept the goods or services immediately after notification of readiness for delivery by the supplier. In the event of delays in acceptance, an additional acceptance date shall be set by the supplier. In the event of a further delay in acceptance, the supplier is entitled, in addition to claiming contractual penalties, to charge the Purchaser with the storage costs.
- 5.5.** The Supplier is entitled to charge the Purchaser a contractual penalty of 5% of the value of the goods, products or service not accepted for each day of delay in acceptance.
- 5.6.** In the event of withdrawal of an entire order or part thereof, the Purchaser shall be obliged to cover all costs borne by the Supplier in connection with the execution of the order.
- 5.7.** The goods shall be collected by the Purchaser at his expense with his own or leased means of transport.
- 5.8.** The risk of loss or damage shall pass to the Purchaser when the goods or the product are handed over to the Purchaser or his carrier.

6. Liability for defects and return conditions

- 6.1.** The Purchaser or his representative (e.g., forwarder) shall carry out a quantitative and, as far as technically possible, a qualitative inspection at the time of acceptance of the goods or the product.
- 6.2.** Should the Purchaser or his representative discover quantitative or qualitative defects during the acceptance of goods, products and services, this fact must be reported immediately to the supplier for the purpose of clarification and a corresponding note made in the delivery note. Otherwise, the right to assert any claims arising therefrom shall be forfeited.
- 6.3.** The Purchaser may, at the latest within 7 working days after confirmation of acceptance of the goods, products and services, lodge a written complaint with regard to defects discovered after acceptance.
- 6.4.** Complaints reported after the deadline set in section 6.3. will not be considered.

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6.5. The Purchaser has to make qualitative complaints in written against confirmation of receipt. Otherwise, the right to assert claims against the supplier shall be forfeited.

6.6. In the event of quantitative defects, the Supplier shall, after agreement with the Purchaser, deliver the missing quantity in addition or charge the Purchaser exclusively with the actual quantity of the delivered goods.

6.7. Upon receipt of a qualitative complaint, the Supplier shall notify the Purchaser in writing within 14 working days of the nature of the settlement of the complaint. Reasons must be given for the rejection of a complaint.

6.8. If the Supplier agrees to a qualitative complaint, it undertakes, on the basis of the agreement with the Purchaser, to remedy the defects or to deliver goods or services free of defects or to reduce the charge to the value of the goods or services free of defects.

6.9. The supplier may refuse to remedy a defect if this causes excessive costs.

6.10. In the event of a quantitative or qualitative complaint about a good or service, the Purchaser shall not be entitled to suspend payments for the deliveries made.

6.11. The Supplier shall not be liable for defects for which the Purchaser is responsible, in particular for defects which occurred during transport, unloading, improper storage at the Purchaser's premises.

6.12. A prerequisite for the acceptance of the return of goods, products or services for which the Purchaser has raised a complaint and the Supplier has acknowledged this is that these goods - products are undamaged and unprocessed as a result of the Purchaser's manufacturing processes. In the case of factory-packaged goods - products, these must be in undamaged original packaging.

7. Compensation

7.1. Excluded are claims for compensation of the Purchaser with regard to the execution of his order which are related to defects, damages as a result of unauthorised actions of the Purchaser, insofar as these are not due to a deliberate action or gross negligence of the Supplier which can be proven by the Purchaser.

7.2. The Purchaser shall strictly comply with the information resulting from the technological process regarding further processing of the goods - products, assembly, commissioning, and operation. In the event of non-compliance with the aforementioned principles by the Purchaser, the Supplier shall be exempted from any liability.

7.3 The Purchaser acknowledges that in the case of goods - products made of aluminium, minor deposits, discolouration, oiling, scratches, or other non-obvious structural defects, which are not classified as qualitative defects, cannot be excluded. In such cases, the Purchaser undertakes to subject such goods to the appropriate processes required for technological reasons prior to their intended use.

8. Terms of Payment

8.1. The Purchaser shall pay the invoices issued by the Supplier in full without any deductions within the respective period stated in the invoice. Payments shall be made in the currency of the invoice.

8.2 The Purchaser may not make any deductions or set-offs from the amounts stated in the Supplier's invoice, nor may the Purchaser set off any claims it considers to be disputed which it wishes to assert against the Supplier's obligations.

8.3 If the payment terms are exceeded, the Supplier shall be entitled to charge statutory interest from the day on which the payment term specified in the invoice was exceeded.

8.4 If the Purchaser is in default of payment, the Supplier shall be entitled to suspend further deliveries of goods or services without any adverse legal consequences for the Supplier. The Supplier reserves the right to suspend deliveries or services until the obstacle that has arisen and impedes the performance of the agreed service has been removed, without prejudice to other

rights of the Supplier arising from this Contract or from another Contract with the Purchaser. The supplier is not obliged to resume deliveries as long as the Purchaser does not settle all overdue claims together with all costs and outstanding interest.

8.5 If the Purchaser withdraws from the purchase after ordering the goods, products or services, the Supplier shall be entitled, irrespective of other rights, to charge the Purchaser a penalty of 50% of the value of the order and 100% in the case of individual orders.

8.6 Any advance payments made by the Purchaser on the execution of an order subsequently withdrawn shall be credited by the Supplier against the contractual penalties claimed by it.

8.7 The execution of individual deliveries may be made dependent on an advance payment. The amount and the payment date of the respective advance payment shall be determined by the Supplier in each case before the start of the execution of a specific task. In the event of non-payment of the advance payment, the Supplier shall be released from the execution of the order as well as from all adverse legal consequences vis-à-vis the Purchaser.

9. Retention of title

9.1. If no payment is made within the agreed period of more than 30 days in connection with any invoice, the Supplier reserves the right to demand the return of the delivered goods - products and services.

9.2. The delivered goods - products and services remain the property of the Supplier until full payment has been made.

10. Liability of the supplier for technical advice and other service

10.1. The Supplier shall only be liable for incorrect technical advice, other information on the use of the goods, products, or services if the Purchaser can prove that:

- a) the Supplier has given incorrect advice or performed incorrect services, considering the information, equipment, and knowledge available to him at the time,
- b) he has suffered direct damage as a result.

10.2. The Supplier is not liable for indirect damage in the cases listed in clause 10.1, including loss of profit or earnings, loss of time or loss of the opportunity to use machinery or equipment, other movables, or real estate.

11. Limitations of liability

11.1. The parties agree that the liability of the Supplier towards the Purchaser will not exceed the invoice value of the respective delivery to which the liability relates.

11.2. The Supplier shall not be liable to the Purchaser for any loss of profit, loss of earnings, loss of time or loss of use of machinery or equipment, other movables, or immovables. The Supplier shall in no event be liable for any special or indirect loss or damage.

11.3 The Supplier shall not be liable if the Purchaser's use of the Goods infringes the intellectual property rights of a third party.

11.4 It is agreed that all exclusions or limitations of liability under this contract in favour of the Supplier shall also apply to all companies and persons within the Knauf Interfer Group.

12. Final provisions

12.1. Legal relations with the Purchaser shall be governed exclusively by Polish law. The place of performance for all obligations arising from these provisions is the registered office of the Supplier. For all disputes that may arise directly or indirectly from these provisions, it is agreed that the local and subject-matter jurisdiction of the Polish court at the registered office of the Supplier.

12.2 The Purchaser is not entitled to assign the claims to which it is entitled without the written consent of the Supplier.