

General Terms and Conditions of Contracts (hereinafter "GTC") dated 23.04.2023:

1. These T&Cs set out the rules for conclusion of contracts and their performance in the scope of contracts of sale or delivery of goods offered by "ZELTECH" Spółka z ograniczoną odpowiedzialnością with its registered office in Żywiec (34-300), at Kazimierza Tetmajera 89A Street, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Bielsko-Biała VIII Economic Department of the National Court Register, under KRS number: 134363, NIP: 5530100580, with a share capital of 110.000,00 PLN (hereinafter referred to as "**Zeltech**"), including in particular but not limited to plastic profiles ("hereinafter referred to as "**Profiles**") and tools necessary for the production of Profiles (hereinafter referred to as "**Tools**"), (hereinafter collectively referred to as "**Goods**").
2. The GTC are an integral part of all contracts for sale or delivery of Goods, concluded by Zeltech. The GTCs shall be deemed to have been accepted and accepted in full as of the date the customer places an order for the Goods.
3. The T&Cs are available on Zeltech's website, at www.zeltech.pro, as well as at Zeltech's headquarters.
4. Information provided to the public by Zeltech, including those posted on the Zeltech website, in catalogs, brochures does not constitute an offer within the meaning of the Civil Code, and its nature is purely informational and illustrative.
5. In the case of submitting an initial inquiry for the Goods, in order to commence production of the specified Goods by Zeltech, together with the inquiry the customer shall send Zeltech the design and technical documentation of the Goods and all other information and documents necessary to commence production of the Goods, including in particular, but not limited to, the production by Zeltech of the Tools necessary for the production of the Profiles to which the inquiry submitted by the customer relates (hereinafter "**Documentation**").
6. In the case in which the Documentation entrusted to Żeltech constitutes a work within the meaning of the provisions of the Act on Copyright and Related Rights of February 4, 1994, as of the date of submitting a request for quotation for the Goods and sending the Documentation to Żeltech, the customer, without the need to make additional statements, grants to Żeltech a free and unlimited in time and territory license to use the Documentation to the extent and for the purpose, as well as in the fields of exploitation necessary for the production of the Goods. Zeltech, for the purpose indicated in the preceding sentence, shall be entitled to use the Documentation in the following fields of exploitation:
 - a. fixation and reproduction of the Documentation or parts thereof - production of copies of the Documentation using any available techniques,
 - b. Entering the Documentation into computer memory, internal ICT networks, including intranet,
 - c. use for any purpose related to the submission of an offer, the conclusion of a contract with a customer for the production of Goods and a Sample Lot, the production of Goods and in any stage of the production process of Goods.
7. In the event that any claims are directed to Zeltech by third parties for infringement of their rights, including in particular but not limited to copyright or moral rights in the Documentation or any part thereof, or the solutions included in the Documentation, the customer agrees to indemnify Zeltech for such infringement, to join any pending proceedings, and to pay all damages arising from the direction of such claims to Zeltech.
8. As of the date of submitting a request for quotation for the Goods and sending the Documentation to Zeltech automatically, without the need for additional statements, the Customer declares and undertakes that the Documentation and its use by Zeltech according to the content of the request for quotation submitted by the Customer and the order and these T&Cs do not violate the rights of third parties and the creator(s) of the Documentation undertook not to exercise rights arising from personal copyrights in the Documentation.
9. Offer inquiries for the Goods shall be submitted by customers only in the form stated in writing, via e-mail at handel@zeltech.pro. A request for quotation for the Goods must include an inquiry about the possibility of manufacturing the quantity of Goods indicated by the customer and the price for their manufacture.
10. Upon receipt of a request for quotation, Zeltech decides in each case whether to make an offer. If an offer is made, Zeltech, in response to the inquiry, sends the customer, via e-mail, an offer with an indication of the price, the terms and conditions of its payment and the estimated, expected date of

implementation depending on the production capacity, calculated from the confirmation of acceptance of the order for implementation.

11. In response to the offer, the customer, via e-mail to handel@zeltech.pro, shall place an order, which shall contain, in particular, the following information: designation of the ordering party, designation of the goods, net unit price, expected delivery date, terms of packaging and transport (hereinafter "**Order**"). Zeltech shall be entitled not to accept the order for execution, regardless of the reason, which shall in no case give rise to any claims on the part of the customer against Zeltech, including in particular, but not limited to those of a compensatory nature.
12. The Confirmation of acceptance of the Order for execution (hereinafter "**Confirmation**") shall be delivered by Zeltech to the customer via e-mail. The customer's Order shall not be binding on Zeltech until it is expressly accepted, as indicated above and to the extent of the Confirmation.
13. In the Confirmation, Zeltech shall indicate the price and the date of production of the Goods, as well as the amount of the advance payment, if the customer is obligated to pay it in accordance with clause 27 below. The Contract shall be deemed concluded upon delivery of the Confirmation to the customer.
14. The Customer acknowledges that in the case of placing the first Order for Goods, in order for Zeltech to begin production of the specified Goods, it is necessary for Zeltech to first make the Tools necessary for the production of the Profiles for which the Order was placed by the Customer and the so-called "trial batch" of Profiles in a quantity depending on the discretion of Zeltech, appropriate from a technical or technological point of view, unless the parties have expressly agreed otherwise in the form stated in writing (hereinafter "**Trial Batch**"). The price for the Tools shall also include the price for the Trial Batch.
15. The Customer acknowledges and accepts that the Tools assume a limited life span and that once they are worn out, in order to continue the production of Profiles according to the Customer's Order, it will be necessary to re-manufacture the Tools, at the Customer's order and expense. In each case, Zeltech will inform the customer of the wear and tear of the Tools in the form stated in writing, via e-mail.
16. The provisions of the T&Cs relating to Goods shall apply mutatis mutandis to the Trial Lot, in particular with respect to making acceptance, complaints. Upon receipt of the Sample Lot, the customer shall, within 14 days, be obliged to examine it and make a statement to Zeltech, in the form indicated in paragraph 9 above, that the Sample Lot conforms to the Documentation, and is fit for its intended use and free from defects. Regardless of the content of the statement made by the customer and also in case of failure to make the statement, the customer is obliged to pay the price for the Tool. The Customer acknowledges and agrees that Zeltech shall not be obligated or authorized to begin production of the Profiles ordered by the Customer prior to delivery to Zeltech of the statement referred to in the second sentence above. The need for modification or redesign of the Tools and the Proof Lot shall be the subject of a separate agreement between the parties, which shall require written form to be valid.
17. Zeltech will inform the customer of the readiness of the Goods or Sample Lot for collection in the form stated in writing, via e-mail.
18. Reception of the Goods or Sample Lot shall take place each time, unless otherwise expressly agreed by the Parties in the form stated in writing, at the headquarters of Zeltech, at K. Tetmajera 89A Street, 34-300 Zywiec, with the proviso that collection shall take place from Monday to Friday, except for public holidays, from 6:00 a.m. to 2:00 p.m. Zeltech shall not be obliged to provide transportation service or to bear any transportation or delivery costs, unless the parties have expressly agreed otherwise in a form stated in writing.
19. Receipt of the Goods or the Sample Lot shall be confirmed by the parties in each case by signing the WZ document and, in the case indicated in paragraph 21 below or refusal to sign the WZ document, by unilateral signing of the WZ document by Zeltech.
20. As of the moment of signing of the GM document in the manner indicated in paragraph 19, the risk of damage or loss of the Goods shall pass to the customer.
21. In the event that the customer fails to collect the Goods or the Sample Lot in whole or in part by the date indicated in the Confirmation, Zeltech will charge a fee of PLN 100 for each calendar day started, as remuneration for non-contractual use of Zeltech's property. The billing period will be a calendar month, and the remuneration for non-contractual use will be payable within 7 days from the date of issuance of the note.
22. The customer is obliged to perform quantitative and qualitative acceptance of the Goods covered by the order, with quantitative and qualitative acceptance in terms of undiscovered defects taking place at the time of delivery (release) of the Goods to the customer at the headquarters of Zeltech.

Qualitative acceptance in terms of other defects will be made by the customer within 3 days from the date of delivery (issue) of the Goods. Quantitative and qualitative complaints require for their validity in writing or stated in writing (e-mail). Failure to comply with the above deadlines shall mean acceptance of the Goods without reservation. Objections or complaints submitted after the expiry of the deadlines and in a manner different from that indicated in the preceding sentences of this provision may be left without consideration, which does not constitute a breach of the obligations of Zeltech and does not constitute grounds for any claims by the customer, including in particular, but not limited to those of a compensatory nature.

23. The Customer is obliged to properly secure and deliver to Želtech the Goods that are the subject of the complaint. Želtech shall endeavor to consider the reported complaint within an appropriate period of time counting from the date of delivery to Želtech of the Goods constituting the subject of the complaint. If the complaint is accepted, the removal of the physical defect or workmanship defect shall be carried out within a technically and technologically appropriate period of time counting from the date of delivery of the Goods subject to the complaint to the disposal of Želtech, while the transfer shall be made in the original packaging or, in the absence thereof, in packaging equivalent to the original from the point of view of mechanical safety, together with a written, detailed description of the reported defect or defect.
24. The price for the Goods, subject to any agreement of the parties to the contrary, which requires written form to be valid, indicated in the Confirmation (hereinafter referred to as the "**Price**"), shall be payable within 14 days from the date of the VAT invoice (unless otherwise agreed), by wire transfer to the account indicated in the VAT invoice. Zeltech declares that it allows the adoption of billing rules different from those indicated in the preceding sentence, in particular for Tools. The basis for issuing a VAT invoice shall be the WZ document, signed in accordance with the rules indicated in paragraph 19 above. In the event of a delay in payment of the Price, the Customer shall be obliged to pay interest at the rate of statutory interest for delay or, in the case of commercial transactions, interest for delay in commercial transactions.
25. The day of payment of the Price shall be considered the day of crediting the bank account of Zeltech.
26. Payment of the Zeltech Price must be made in full, without deductions (offsets). The filing of a complaint does not entitle the customer from withholding payment of the Price.
27. As a condition for acceptance of the Order of a customer who places an order with Zeltech for the first time or who does not have a permanent business relationship with Zeltech, depending on the decision of Zeltech, it may be necessary to pay to Zeltech an advance payment or a deposit in an amount not exceeding 50% of the Price indicated in Zeltech's offer. The advance payment or deposit shall be payable within 7 days from the date of conclusion of the contract, on the basis of a proforma invoice issued by Zeltech on the date of conclusion of the contract.
28. In the event of an agreement between the parties on the customer's obligation to pay an advance or deposit, or on the necessity for the customer to perform any act upon which the performance of the contract depends or is connected with (including in particular, but not limited to, the delivery of the Documentation), and in the event of the customer's delay in payment of any amounts due to Želtech, when the delay in any payment exceeds 7 days, Želtech shall be entitled to suspend the performance of the contract until the customer duly performs the obligations indicated above, which shall not constitute a breach of contract by Želtech or create a state of delay or default on the part of Želtech and shall not give rise to any claims on the part of the customer, particularly of a compensatory nature. Notwithstanding the right to suspend the execution of the contract, in the case described in the preceding sentence, Želtech shall be entitled to withdraw from the contract, within 90 days from the date of expiration of the deadline for payment of the advance payment or deposit, respectively.
29. Zeltech's liability under warranty for defects in the Sample Lot and Goods is excluded.
30. Zeltech provides a quality guarantee for the Goods, for a period of 12 months from the moment of issue (receipt) of the Goods, indicated in the WZ document, signed in accordance with the principles indicated in paragraph 19 above. The quality guarantee covers physical defects.
31. Notification of a defect shall be made by the customer immediately after its discovery, no later than within 7 days from the date of its discovery under pain of forfeiture of rights under the quality guarantee, in the form stated in writing, via e-mail, to the address: handel@zeltech.pro.
32. The sole and exclusive obligation of Zeltech under the quality warranty shall be, upon receipt of a written warranty notification from the customer, to verify whether the physical defect arising or existing in the Goods is covered by the warranty, and if so, to remove the physical defect covered by the quality warranty, free of charge, either by replacement or repair, at Zeltech's option.

33. Removal of the physical defect covered by the quality guarantee shall be made within a reasonable period of time, counting from the date of transfer by the customer, at his expense, of the Goods covered by the complaint to the disposal of Zeltech, the transfer being made in the original packaging or, in the absence thereof, in packaging equivalent to the original from the point of view of mechanical safety, together with a written, detailed description of the reported defect or failure.
34. The warranty does not cover damage, in particular but not exclusively mechanical and electrical damage caused by reasons not inherent in the Goods, i.e., among others, caused by improper operation, service, use or transportation of the Goods, as well as failure to ensure proper operation and maintenance of the Goods, as well as intentional acts of third parties or interference of the client. The warranty also does not cover damage caused by force majeure and external factors (power surges, lightning, floods, fire, theft, vandalism, etc.). In particular, the warranty does not cover damage caused by failure to meet
35. The warranty does not cover any costs associated with any de-installation and re-installation of the Goods necessary to carry out warranty activities.
36. In no event shall Zeltech be liable for damages or losses, direct or indirect, to both the customer and its contractors, arising from Zeltech's negligent fault, in connection with the use, inability to use, malfunction or improper operation of the Guaranteed Goods, in particular for loss of expected revenues and other benefits, for damages arising from unpaid taxes, tributes, breakdowns, accidents or business interruption, as well as penalties and damages imposed. This proviso also covers cases where Zeltech has been notified in advance of the possibility of such damages.
37. In any case of liability for damages of Zeltech to the customer, due to Zeltech's negligent fault, such liability shall be limited to direct and actual damage to property (*damnum emergens*), excluding lost profits (*lucrum cessans*), and furthermore shall in each case be limited in amount, to an amount equivalent to the Price of the Goods in connection with or on account of which the damage occurred, each time indicated in the Confirmation.
38. Zeltech shall not be liable for failure to perform or improper performance of obligations under the contract resulting from circumstances constituting the effect of force majeure, which shall be understood as a sudden, extraordinary, unforeseeable event, independent of the will of the Parties, which cannot be prevented by ordinary means even with the exercise of utmost diligence. Manifestations of force majeure include, in particular, but not exclusively, natural disasters, e.g. fire, flood, earthquake or sinkhole, hurricane, failures of the nature of a construction disaster, acts of state authorities, e.g. state of war, state of emergency, embargoes, blockades, etc., acts of war, acts of sabotage, labor strikes taking place on the ground or in violation of the provisions of the Law on the Resolution of Industrial Disputes, state of epidemic or state of epidemiological emergency, pandemic and their effects and consequences. Zeltech will immediately inform the customer of the occurrence of events that constitute a manifestation of force majeure.
39. In matters not regulated by the accepted order and these T&Cs, the relevant provisions of Polish law, including the Civil Code, shall apply.
40. These T&Cs may only be accepted without reservation, and no internal regulations of the customer shall apply to cooperation with Zeltech, including, in particular, the exclusion of the application of general terms or conditions operating in the customer's company. The customer's general terms and conditions of purchase are not binding on Zeltech in any case, even if they are the basis of the customer's order and Zeltech has not expressly objected to their contents.
41. In the event of any contradiction between these T&Cs and the contents of the accepted order or ambiguity as to the content of the concluded contract, this T&C shall prevail to determine the intent of the parties.
42. All personal data shall be shared by the parties with each other solely for the purpose of implementing the concluded agreement. The party is obliged to process the personal data made available to it in accordance with the provisions of generally applicable law, in particular the Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
43. The laws of the Republic of Poland shall apply to contracts concluded by Zeltech, in matters not covered by these T&Cs.