

General Terms and Conditions of Sale

1. Definitions

- 1.1. GTCS – General Terms and Conditions of Sale of Joongpol Sp. z o.o.
- 1.2. Seller – Polsko-Koreańskie Przedsiębiorstwo Produkcyjno-Handlowe JOONGPOL Spółka z ograniczoną odpowiedzialnością (short: Joongpol Sp. z o.o.) with registered office in Mielec (39-300) at ul. Wojska Polskiego 3, entered into the Register of Entrepreneurs of the National Court Register by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, under the number KRS 0000133149, TIN 817-10-06-427. The Company's share capital is 500 000 PLN.
- 1.3. Buyer – any entity which makes a purchase for a purpose related to its business activity (i.e. not as a consumer within the meaning of Art. 384 § 3 of the Civil Code).
- 1.4. Carrier – any entity that carries out transport of Products for the Buyer, including those carrying them at the request of Joongpol Sp. z o.o.
- 1.5. Product – products and goods constituting the subject of the Seller's commercial activity.
- 1.6. Written form – a document in paper or electronic form containing data identifying the sender (i.e. first name, surname, telephone number, e-mail address) confirmed as belonging to the Buyer.

2. General Terms and Conditions

- 2.1. The GTCS shall apply to transactions between the parties, the subject of which will be the sale of the Seller's Products to the Buyer.
- 2.2. The GTCS are publicly available at www.joongpol.pl/dokumenty
- 2.3. Individual contracts, agreements, changes concluded with the Buyer in writing take precedence over these GTCS, unless otherwise agreed.
- 2.4. When an order is placed by the Buyer or at the latest upon receipt of the Product by the Buyer (in the absence of an order), it is assumed that the GTCS have been accepted.
- 2.5. GTCS may be accepted by the Buyer only without reservations.
- 2.6. The invalidity or ineffectiveness of any provision of the GTCS shall not affect the validity and effectiveness of the remaining provisions.
- 2.7. The provisions of the GTCS in no way exclude or limit the rights and claims of the Seller against the Buyer which may result from the provisions of law.

3. Offers and Orders

- 3.1. If the Seller has not declared otherwise, the offer to make a sale made to the Buyer by the Seller shall be valid for 30 days from the date of its sending by the Seller. No proposal (also a proposal called an Offer) constitutes an offer of sale that is binding for the Seller, within the meaning of the Civil Code, but only a proposal of placing an order by the potential Buyer.
- 3.2. The price proposed by the Seller does not include the following costs: additional certificates requested by the Buyer, approvals, tests and packaging of goods, the costs

of which will be added to the price of the goods, unless the parties have agreed otherwise.

- 3.3. Orders sent to the Seller by the Buyer must contain the Buyer's data, detailed information about the ordered product, to the extent necessary to identify the product (e.g. referring to the Seller's proposal, if making such a proposal was preceded by placing an order) and data on the terms of order execution requested by the Buyer, in particular the quantity of the ordered goods.
- 3.4. Placing an order by the Buyer shall not bind the Seller, and the lack of the Seller's response will not mean tacit acceptance.
- 3.5. For the Seller to accept an order to be executed requires written confirmation by the Seller.
- 3.6. If the Seller accepts the order with reservations, the Buyer is bound by the content of these reservations, unless they immediately present their possible comments. Immediate submission of such comments shall be deemed to constitute placing a new order, while the provisions of the preceding paragraphs shall apply accordingly.
- 3.7. The fact of accepting the order shall not bind the Seller in a situation when, for reasons beyond the Seller's control, in particular due to force majeure or the behavior of the Buyer or third parties (including the Seller's suppliers), the delivery and sale of the Goods is impossible or excessively difficult.
- 3.8. Acceptance of the order shall also not bind the Seller in the situation where the total liabilities of the Buyer toward the Seller have exceeded the amount of the trade credit possibly granted to the Buyer by the Seller or if the Buyer is late with payment of any receivables to the Seller.

In the case of ordering non-standard goods by the Buyer (i.e. not in the Seller's current sale offer or packaged goods, e.g. cut, welded, glued in a way different from the standard), the Buyer is required to pay an advance of 30% of the gross value of the ordered goods, unless the parties agree otherwise. The advance payment shall be settled upon the receipt of the goods (or the last batch thereof) by crediting it against the liabilities of the Ordering Party, and in the event of the Buyer's failure to collect the goods, it shall be retained by the Seller as a contractual penalty.

4. Tolerances

- 4.1. The range of tolerances in terms of dimensions, density and other parameters shall be specified each time by the Seller at the time of submitting an offer.

5. Prices and conditions of payment

- 5.1. The Buyer shall pay for the goods the price specified by the Seller in the order confirmation.
- 5.2. If the parties' arrangements do not indicate whether the rates or prices are net or gross, they will always be considered to be net rates or prices to which tax (in particular VAT) will be added in the amount legally applicable at the time.
- 5.3. The payment will be made within the period indicated in the invoice - as agreed by the parties, and in the absence of such arrangements - within no more than 30 days from the date the goods are handed over to the Buyer.

- 5.4. If the Buyer does not, for reasons not attributable to the Seller, collect the goods within the agreed time, the price and other obligations must nevertheless be paid as if the goods were handed over in accordance with the order.
- 5.5. The date of crediting a given amount to the Seller's bank account shall be deemed as the payment date. In the event of failure to pay on time, the Seller shall be entitled to a claim for payment by the Buyer of interest in accordance with the applicable law.
- 5.6. If there is a reasonable basis for assuming that the Buyer will fail to comply with their payment obligation, the Seller has the right to demand, before the goods are handed over and regardless of the pre-determined payment date, the payment of the entire amount in cash or to be given certain guarantees or payment securities.
- 5.7. The submission by the Buyer of any objections, comments, or complaints and their consideration does not suspend the payment deadline.
6. Deliveries and consequences of failure to meet deadlines
 - 6.1. In the event that the goods are delivered through an independent Carrier, the responsibility for the goods shall pass to the Buyer at the time of the goods are handed over to the Carrier, if the Carrier was hired by the Buyer.
 - 6.2. In the event that the Buyer collects goods from the Seller's warehouse with their own transport, they assume responsibility for the goods at the time the goods are released from the Seller's warehouse to the person operating the Buyer's means of transport.
 - 6.3. Where the parties' arrangements do not contain detailed information on the quality and packaging of the goods, it shall be presumed that goods of a quality corresponding to the average requirements for the kind and type of goods concerned should be supplied, and that they should be packaged or unpackaged in accordance with the applicable regulations and standards applicable in the Seller's enterprise or in the enterprises of the Seller's suppliers.
 - 6.4. The cost of packaging other than that specified above in item 6.3. and which the Buyer has requested, shall be charged to the Buyer at the price of the Seller's own cost. The Buyer may also be charged with the costs of the requested security measures or insurance of the goods for the time of transport.
 - 6.5. The Buyer is obliged to check in particular the condition of the consignment (cargo) and the quality, quantity and assortment of delivered goods immediately after their delivery (release) and make an appropriate annotation on the consignment note or other proof of release, and immediately report to the carrier (in accordance with the applicable transport regulations) and to the Seller, in writing, any reservations in this regard and allow the Seller's representative to immediately inspect the untouched goods.
 - 6.6. Acceptance of the goods by the Buyer without inspection or failure to raise objections immediately after inspection of the goods shall be considered a confirmation that the goods have been delivered correctly, in the correct quantity, and that they have the correct features and characteristics.
 - 6.7. If, due to the nature of the packaging or for another reason, it is not objectively possible to carry out an immediate inspection of the delivered goods, the inspection

on receipt should include at least the consignment note, the quantity, and the condition of the packages, the particulars of the marking of the goods on the package, and the damage visible from the outside. As soon as it becomes objectively possible, but at the latest when unpacking the goods, before they are used, a detailed and full inspection of the goods should be carried out.

- 6.8. In cases where finding a defect on receipt of the goods or during their inspection carried out in accordance with the provisions of items 6.5. to 6.7. was not possible despite the utmost professional diligence, then the deadline for filing a complaint shall be seven days from the day on which, applying such diligence, it was possible to find the defect.
 - 6.9. Under pain of losing the right to pursue from the Seller any claims for defects in goods or non-compliance of a delivery with the order or its confirmation, the Buyer is obliged to complete all formalities provided for in the preceding items, in particular, to report to the Seller any irregularities immediately after their discovery, but not later than at the time when, in accordance with the above provisions, the finding of irregularities was possible.
 - 6.10. The Seller shall not be liable for any failure to comply with any time limits resulting from the conclusion or performance of this contract, if such failure is not due to their sole fault.
 - 6.11. If a party becomes aware that they will not be able to meet the time limit agreed to in a contract, they should immediately inform the other party thereof, at the same time indicating the expected time limit for the performance of the obligations affected by the delay.
 - 6.12. Subject to the provisions of the following items, if a delay in delivery or receipt results in serious damage to a party who is not guilty of the delay, that party shall have the right to withdraw from the contract in writing. If the delay relates only to a single item in a delivery, the contract may be withdrawn from only in respect of that item.
 - 6.13. If the delivery date is postponed due to circumstances for which the Seller is not responsible, in particular the circumstances provided for in the content of these GTCS, the Seller may postpone subsequent deliveries in a proportionate manner and shall not be liable for the consequences of such a postponement.
7. Guarantees and complaints
- 7.1. The quality guarantee for goods is granted for a period of three months from the time of delivery to the Buyer (or receipt by the Buyer) of the goods, unless the parties agree otherwise.
 - 7.2. Provided that the Buyer completes all formalities provided for in the content of these GTCS (in particular timely notification of defects), the Seller grants the Buyer a guarantee of the quality of the goods sold.
 - 7.3. Granting the above guarantee means that in the event of defects in the goods, the Seller should within a reasonable period, not longer than twenty-one working days from the date of receipt of the complaint, make a decision either to rectify the defect or to deliver a new product instead of the defective one.

- 7.4. If the Buyer is not informed by the Seller within the period specified in item 7.3. about the decision as to how to remove the defects, it will be considered that a decision to deliver a new product instead of the defective one has been taken, unless the Seller demonstrates that the decision was impossible or excessively difficult within the above-mentioned period.
- 7.5. The Seller's obligation also includes the responsibility for the necessary transport of goods delivered in exchange for the defective goods.
8. Final Provisions
 - 8.1. The Polish law shall be the law applicable to these GTCS is the.
 - 8.2. All disputes arising between the parties shall be settled in accordance with the provisions of the Polish law, with the exception of the Vienna Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.
 - 8.3. The court having jurisdiction over the Seller's seat shall be the court competent for the settlement of disputes arising from the application of these GTCS.
 - 8.4. The Seller has the right to store and process the Buyer's personal data for purposes related to performance of the sales contract.

These GTCS have been in force since 01.10.2023