

The text of the latest version of the “**General Terms and Conditions of Sale and Provision of Services**” – version 11/25/06/2026

of the company: **Grupa Wolff spółka z ograniczoną odpowiedzialnością spółka komandytowa** with its registered office in Balice, Poland - KRS 0000942344 (data in the footer).

I. General Provisions

1. On the basis of agreements concluded in particular with foreign partners, we, as Grupa Wolff (Wolff Group), act as an intermediary in the sale of their products or resell products previously purchased from them, sell/deliver our own products, and offer the performance of specific services independently or in cooperation with our partners. The scope of our services is available on our website: www.grupa-wolff.com.
2. Our offers concerning the performance of services for our clients, in particular the sale (delivery) of products and performance of services, are based on the conditions set forth herein (hereinafter referred to as: “GTC”), unless the parties have agreed otherwise in writing.
3. These GTC shall apply to all relations between us and the client to govern the rules of mutual cooperation in which we act as the service provider, i.e., supplying a product, service, specific work, etc.
4. The Client acknowledges that each of its orders is executed on the basis of the terms and conditions specified in our offer, the order confirmation, and these GTC. In the event of a conflict between the provisions, the provisions of our offer and these GTC shall prevail. Any additional or conflicting terms and conditions of the client, standard contractual forms, or reservations contained in the client's order shall be deemed non-binding upon us, unless explicitly accepted by us in writing under pain of nullity. Partial performance of the agreement by us shall not constitute acceptance of the client's terms and conditions.
5. Any provisions amending the content of the GTC shall be binding upon us only if confirmed by us in writing by persons authorized to represent us.
6. The documents attached by us, as well as all kinds of illustrations, prospectuses, drawings, studies, information on dimensions, weights, and parameters relating to specific products/technological solutions, are authoritative only approximately, subject to the right to introduce technical modifications, unless explicitly designated as binding. We reserve copyrights to them.
7. The content of any information, materials, and documents provided to the client, including the offer, as well as all calculation data, pricing data, and technical information, are and shall remain our property and constitute our trade secret. This means that they may not be shared, transferred, or copied without our prior written consent, nor may they be used for any purpose other than placing an order with us/concluding an agreement. Any attempts to act contrary to the aforementioned restrictions shall lead to appropriate consequences being pursued.
8. Whenever sale is referred to hereinafter, it shall also be understood as delivery.

II. Methods of Concluding the Agreement

1. The primary method of concluding an agreement with us is the offer-and-acceptance procedure, which consists in establishing all essential provisions of the agreement on the basis of:
 - a) an offer submitted by us to the client; the offer shall be valid for 14 days from its submission, unless otherwise indicated therein,

- b) an order placed with us by the client,
- c) an order confirmation issued by us to the client.

An order confirmation may, in particular, take the form of information regarding the scheduled date of dispatch of the product/performance of the service or any other similar document demonstrating that the order has been accepted for execution.

2. Another equivalent method of concluding an agreement is the execution of an agreement document in the presence of authorized representatives of both parties, after establishing all essential elements of mutual performance by both parties, or on the basis of an offer previously sent by us to the client, which shall indicate the basic scope of performance.

3. Unless explicitly stated otherwise in the content of the offer, as a matter of principle, it does not include the preparation of design documentation, execution of construction works, obtaining administrative consents, permits, or decisions, nor bearing any costs associated with their execution or procurement. We assume that prior to the signing of the agreement or confirmation of the order, all details regarding the requirements necessary for the commencement and continuation of works, as well as the schedule of works covered by the scope of our offer, will be agreed upon. The deadline for order execution shall be met by us on condition that the client provides us with access to the work front along with the necessary utilities, and that the client obtains and delivers to us all final and legally binding administrative decisions, consents, and permits necessary for the execution of the agreement, as well as all documentation and data required for the proper performance of our obligations.

III. Deadlines for Performance and Place of Execution

1. The deadline for performance specified in our offer shall be binding upon us, unless another earliest possible date of execution is specified by us in the order confirmation dispatched to the client without delay. The deadline for performance is reserved for our benefit.

2. The period for the performance of the obligation, subject to Sections III.5 and III.6 below, shall commence only when the client, for its part, provides the technical documentation and data required for the execution of the order and fulfills all necessary formalities, as well as pays the advance payments provided for in the agreement, and the performance of these actions is confirmed by us in writing or via e-mail.

3. The deadline for performance shall be deemed met if, at the latest on the date of its expiry, we notify the client in writing or via e-mail of our readiness to dispatch the ordered product or to perform a specific service/execute the performance.

4. In the event of a delay in performance on our part, the client shall have the right to grant us an appropriate additional period for the performance of the obligation. This period requires our acceptance communicated to the client in writing or via e-mail. Only if the obligation is not performed by us within such additional period shall the client have the right to rescind the agreement by submitting a written statement to this effect. Such statement shall take effect upon receipt by us.

5. The deadline for our performance shall be extended by the duration of any impediment to its performance resulting from Force Majeure, including in particular: actions of authorities/offices, lockouts, lockdowns, danger of war, acts of terrorism, riots, natural disasters, epidemics, events leading to chemical or radioactive contamination, destruction, or poisoning, breakdowns, hardships, defective or incomplete deliveries of components ordered from our partner/supplier in due time, power outages or similar disruptions in production, fire or accidents at the plant, in our own factory, or at sub-suppliers' premises, or other significant disruptions either at the plant of our partner/supplier or the client, strikes including production disruptions, disruptions in road traffic or at border crossings, enactment of legal or tax regulations introducing additional conditions for admitting the product to trade, staff shortages, depletion



of raw materials or production materials, withdrawal or suspension of product manufacturing, or in the event of other unforeseen circumstances which did not occur through our fault and which significantly impeded or completely prevented us or our cooperators from performing the obligation. We undertake to notify the client of each instance of Force Majeure without delay, where possible in documentary form. We expect the same from our client. We will make every effort to minimize the effects of Force Majeure. Should such an impediment last longer than three months, both parties shall be entitled to rescind the agreement in its entirety (provided that the execution of the agreement has not yet commenced) or in part of the unperformed obligation, provided that the client shall acquire this right only after having previously granted us an additional period of not less than 1 (one) month. In the event of withdrawal from the agreement by the client, we shall not be held liable for damages arising from the non-performance of the obligation.

6. In the event that the delivery time specified in the offer is an estimate, we reserve the right to amend this deadline, to either an earlier or a later date; we shall notify the client of the amended deadline with appropriate advance notice. If the deadline is postponed due to reasons beyond our control, the client shall not pursue any claims against us in respect of delayed delivery. By placing orders on the basis of an offer with an estimated delivery time, the client does so with full awareness and accepts the aforementioned reservations. We, for our part, will make every effort to ensure timely delivery of the ordered products in the quantities and within the deadlines specified in individual orders, and to minimize situations of delay.

7. The client shall not be entitled to damages or any other claims against us for delay in the performance of the obligation, unless expressly provided otherwise in these GTC.

8. The products are delivered to the client on FCA terms (Free Carrier, Incoterms 2020), unless the content of our offer provides for the delivery of products on EXW terms (Ex Works, Incoterms 2020) or both parties explicitly agree otherwise (under pain of nullity in documentary form). The place of delivery shall be our warehouse in Balice, Poland (postal code 32-083) or any other place indicated by us in each instance in the offer or order confirmation (e.g., the warehouse of the manufacturer or sub-supplier). In the absence of an explicit indication of another place, the place of delivery shall be Balice, Poland (postal code 32-083). The agreement shall be deemed performed by us upon execution of the order, i.e., delivery (handing over) of the products to the client or the carrier under the terms and conditions specified in the agreement.

9. In the event that the client fails to collect the products on time, we shall have the right to charge the client with product storage costs in the amount of 3% of the price of the stored products for each commenced 1 m² of occupied space for each commenced week after the expiry of 30 days from the notification that the products are ready for collection.

10. The client may not refuse to accept the products if they contain minor defects or deficiencies.

IV. Prices and Payments

1. Our "price", unless agreed otherwise, shall mean the price of the products offered by us or the remuneration for services, as specified in the offer or the order confirmation (the price indicated in the document with the later date shall prevail), increased by the value of Value Added Tax (VAT) and the value of packaging, insurance, transport costs, and other additional services necessary for the performance of the agreement. Our price calculated in the aforementioned manner shall be included in the VAT invoice/VAT invoices (in the case of an installment payment method) issued by us. The price stated in the offer does not include VAT, which will be added and indicated in the invoice at the rate applicable on the date of invoice issuance. For each single order with a value below EUR 300 (net value, after taking into account any applicable discount) or its equivalent in PLN calculated at the foreign currency sell



rate applicable at Alior Bank S.A. or ERSTE Bank Polska S.A. on the date of submitting the offer to the client – at our discretion, a flat-rate handling fee of EUR 50 net shall be added to cover the administrative costs of processing such order.

2. Invoices issued by us are, as a rule, issued as structured invoices via the **KSeF** system (national e-Invoicing system), in accordance with the applicable provisions of the VAT Act. In order to establish the delivery procedure appropriate for the client, please select, complete, and return one of the attached agreements:

A (KSeF): for clients with a Polish VAT ID (NIP) – confirming delivery upon assignment of the KSeF number, or

B (Non-KSeF): for foreign/exempt clients – specifying the rules for delivery via e-mail (PDF) to our address: e-faktury@grupa-wolff.eu or e-faktury@g-w.eu.

Once executed, the agreement remains binding for subsequent orders. The choice of agreement A is equivalent to the client's confirmation of acceptance of deliveries via KSeF (according to the date of assignment of the KSeF number). Failure to return the agreement shall result in the delivery being deemed effective under the procedure indicated by us based on the client's tax status.

3. Unless agreed otherwise, the client shall pay the price in three equal installments: the first – within 7 days from the delivery of the order confirmation to the client, the second – within 7 days from the notification of readiness for performance (in particular, readiness to dispatch the product or perform the service), and the third – within 7 days from the date of dispatch of the product or performance of the service. Each part of the payment shall be documented by a separate invoice. The client is obliged to cover all bank charges related to the execution of the payment in such a manner that the full amount of the receivable indicated in the invoice is credited to our bank account.

4. Payment shall be made without any deductions to our bank account indicated in the invoice, consistent with the account included in the following list of our current bank accounts:

at ERSTE BANK SA:

- a) PL 97 1090 1665 0000 0001 0460 3074 – PLN account
- b) PL 15 1090 1665 0000 0001 0495 8406 – EUR account

at ALIOR BANK SA:

- a) PL 68 2490 0005 0000 4530 2198 2550 - PLN account
- b) PL 45 2490 0005 0000 4600 1423 8149 – EUR account
- c) PL 78 2490 0005 0000 4600 4801 9842 – GBP account
- d) PL 25 2490 0005 0000 4600 5318 4591 – USD account.

5. We hereby declare that the aforementioned bank accounts appear on the register of VAT taxpayers referred to in Article 96b of the Act of 11 March 2004 on Goods and Services Tax (consolidated text in Journal of Laws of 2020, item 106, as amended) [the "White List"].

6. In the case of offers expressed in Euro (EUR) or another foreign currency, we reserve that we accept only the payment of the entire gross amount in the currency in which the invoice was issued (this applies to any invoice, including a VAT invoice and a pro forma invoice) and to the account of the given currency indicated in the invoice, with two exceptions referred to in Sections IV.7 and IV.8 below. Consequently, a payment made in another currency or to



another bank account shall not be treated as payment. A payment made in an incorrect manner shall be returned to the client immediately after we receive the full amount due (the gross value from the invoice) in the appropriate currency and to the appropriate bank account. The retained amount shall be treated as a non-interest-bearing deposit; the client is not entitled to interest thereon.

7. The first exception to the above rules of payment in foreign currency concerns invoices issued by us with the annotation "SPLIT PAYMENT MECHANISM" (MECHANIZM PODZIELONEJ PŁATNOŚCI), BUT ONLY IN THE PART CONCERNING THE VAT INDICATED THEREIN. This VAT must be paid in PLN, converted from the foreign currency into PLN, in the amount indicated on the invoice payable under the SPLIT PAYMENT MECHANISM; in this case, the VAT value is converted at the average exchange rate of the given foreign currency announced by the National Bank of Poland on the last business day preceding the day on which the tax liability arose. However, the payment of the net amount due from the invoice (net value), also in the case of an invoice payable under the SPLIT PAYMENT MECHANISM, shall be made in the currency in which the invoice was issued and to the account of the given currency indicated in the invoice, with the consequences – in the event of failure to comply with the above payment method – described in Section IV.6 above.

8. The second exception to the above rules of payment in foreign currency concerns each individual case where we have explicitly agreed to issue an invoice covering the sale of products (a so-called product invoice) drawn up in Polish currency, even though the previous offer, order, or agreement with the client included a price in a foreign currency. In such a case, all values on the invoice shall be shown in Polish currency, after prior conversion of the net price from the currency of the agreement in accordance with the foreign currency sell rate applicable at Alior Bank S.A. or ERSTE Bank Polska S.A. on the date of issuance of the VAT invoice – at our discretion.

9. In the event of a delay in the payment of any receivable due to us (e.g., an installment, an advance payment), we shall be authorized to charge statutory interest for delays in commercial transactions for each day of delay. Furthermore, we are entitled to claim from the client the equivalent of the amount of compensation for debt recovery costs referred to in Article 10 of the Act on Counteracting Excessive Delays in Commercial Transactions (the so-called flat-rate EUR 40, 70, or 100), irrespective of the debt collection costs incurred. In the event that for any reason (e.g., the client being deemed a non-entrepreneur entity) such interest cannot be applied, we shall be entitled to contractual interest in the amount of maximum interest for delay without the need for a separate demand for payment.

10. We reserve the right to credit any payment made by the client first towards ancillary liabilities (interest, costs of reminders, compensation for debt collection), and only subsequently towards the longest outstanding principal debt, regardless of the client's instructions in the transfer title.

11. In the event of the client's delay in the payment of any installment of the price, in addition to the interest due or debt collection costs, we reserve the right to pursue claims related to the damage incurred by us as a result thereof under general rules of law.

12. The client shall not be entitled, in particular in cases of product defects, to withhold payments or to set off its receivables against our receivables resulting from the performance of the agreement, unless they have been acknowledged by us in writing or awarded by a final and non-appealable court judgment.

V. Transfer of Risk, Liability for Non-Performance/Improper Performance of the Agreement

1. The risk of loss, damage, or destruction of the product shall transfer to the client at the latest upon the dispatch of the product by us from our warehouse or the warehouse of our partner/supplier to the client personally, or in the case of product delivery via a transport or freight forwarding company, upon delivery of the products to a representative or employee of such company. Should the delivery fail to occur due to reasons attributable to the



client, the transfer of risk to the client shall take place at the moment we notify the client of our readiness to dispatch the product. In such a case, the product ready for dispatch shall remain in the warehouse of the manufacturer/supplier or at our premises, and the client shall bear the costs and risks associated therewith. The payment deadline shall remain unchanged notwithstanding the client's failure to receive the products.

2. We shall not be held liable for any financial loss, including damage to property or personal injury, caused after the dispatch of the products by us or from the warehouse of our partner/supplier, subject to Section V.3 below.

3. We shall not be held liable for any damages arising from non-performance of the obligation, improper performance of the obligation, including any delay in its performance, with the exception of damages resulting from our willful misconduct. Our liability in each instance, irrespective of the number of events, shall be limited to the value of actual damage (*damnum emergens*) (in particular, it does not include lost profits, other losses, loss of revenue, profits, operational capabilities, business interruptions, capital costs, damages, and any contractual penalties, including those paid by the client to its contractors) and, at the same time, cannot exceed::

a) in the case of a continuous agreement, the performance of which consists of individual specific orders – the total of our net price (remuneration) provided for that one specific order/event to which the damage-causing event relates,

b) in the case of a one-off agreement, the performance of which does not require additional orders, covering one or even several performances on our part – the total of our net price (remuneration) provided for in the agreement.

4. We shall not be held liable for any incorrect or improper interpretation by the client of information or technical data contained in our offers, catalogs, prospectuses, and other printed materials delivered to the client along with the product/service.

VI. Retention and Transfer of Title

1. The products delivered by us shall remain our property until full payment for them has been made. The client may not dispose of the products until ownership thereof has transferred to the client.

2. Until the claims resulting from the concluded agreement are satisfied or secured, we shall be entitled to the right of retention and the contractually arising right of pledge with respect to the products being the subject of the delivery.

3. In the event that the client, contrary to the prohibition set forth in Section VI.1 above, nevertheless disposes of the product, the client shall be obliged to surrender to us all benefits that it has obtained and will obtain in the future in respect thereof.

VII. Termination of the Agreement, Client's Delay in Payment/Performance, Withdrawal from the Agreement, and Client's Insolvency

1. Upon the client's written request, provided it is approved by us, it is permissible to terminate the agreement under terms and conditions mutually agreed upon by the parties.

2. Notwithstanding the provisions of Sections IV.9 and IV.11, in the event that the client delays in payment (of any part thereof) or in the performance of its contractual obligations, we may demand that the client establish a payment security in the form of, in particular, an unconditional bank guarantee payable on first demand issued by a bank approved by us, or in the form of returning the delivered product to a place designated by us without withdrawing from the agreement, until the client has made full payment for the delivered



product/performed service. The costs of the temporary return of the product to us and the re-delivery of the product to the place of destination shall be borne by the client. The risk of loss, damage, or destruction of the product shall rest with the client until the product is re-delivered to the place of destination.

3. In the event that the client delays in payment (of any part thereof) or in the performance of its contractual obligations (in particular, in providing us with access to the work front, etc.), we may, irrespective of exercising the right to demand the establishment of additional security, suspend the performance of the agreement (as well as all other agreements in progress) without incurring any negative consequences on this account, and make the execution of subsequent ones conditional upon an advance payment of 100% of the price. The suspension of the performance of our obligations:

- a) in the case of establishing security – shall continue until the client provides a security approved by us,
- b) in all other cases – shall continue until the client settles the delayed payment in full/performs the obligation.

4. Irrespective of the rights specified in Sections VII.2 and VII.3 above, in the event of a payment delay on the part of the client (of any part thereof) or a delay in the performance of contractual obligations by the client (in particular, in providing us with access to the work front, etc.), we may withdraw from the agreement within 30 days from the occurrence of the state of delay. The withdrawal shall take legal effect at the moment the client receives a statement to this effect from us in writing or in documentary form. In the event of withdrawal, we shall be entitled to claim from the client the immediate return of the delivered product/items used for the performance of the agreement/service. Furthermore, we shall be entitled to claim from the client damages for non-performance of the obligation, including reimbursement of the costs of delivery and collection of the product incurred by us, the amount of which, irrespective of the level of losses or costs incurred on this account, shall not be less than 10% of the total of our price (remuneration), converted – in the case of an agreement in a foreign currency – into Polish currency at the foreign currency sell rate applicable at our discretion at Alior Bank S.A. or ERSTE Bank S.A. on the date of our preparation of the notice of withdrawal from the agreement.

5. Should the financial standing of the client deteriorate after the conclusion of the agreement, thereby threatening the execution of payments to us, or should the client suspend payments to us altogether, as well as in the event of enforcement proceedings being initiated against its assets, the filing of a petition for bankruptcy, the opening of restructuring proceedings, or the client entering a phase of suspension or liquidation, we shall be authorized to withdraw from the agreement or to make the continuation of the current delivery/service or a delivery/service planned in the future conditional, at our choice, upon the payment of an advance or securing the payment in another manner indicated by us. The provisions of Section VII.3, second sentence, and Section VII.4, third and fourth sentences, shall apply accordingly.

6. In the cases referred to in Section VII.5, all other obligations of the client towards us shall be paid immediately (become immediately due and payable), and any agreements on deferral of payment (trade credits) shall cease to be binding.

7. In the event that the client:

- a) fails to meet the agreed deadline for the collection of products or services, or
- b) fails to fulfill the conditions necessary for their collection, or
- c) refuses to accept any part of the delivery



– we shall, independently of the rights provided for in Section III.9, be authorized to withdraw from the agreement without granting the client an additional period, and to demand from the client compensation for damages arising from the non-performance of the obligation on its part. The withdrawal may concern – at our choice – either the entire agreement or that part of the agreement in respect of which the client fails to perform its obligation, as well as the remaining, hitherto unperformed part of the agreement. The provisions of Section VII.4, third and fourth sentences, shall apply accordingly.

8. The provisions of this Section VII shall remain without prejudice to other cases of withdrawal from the agreement regulated in other sections of the GTC.

VIII. Price Adjustment Clause

1. In the event that, due to unforeseen economic circumstances or an external change of circumstances (including, in particular, Force Majeure, outbreak of war, disruption of logistics chains, or a sudden increase in fuel and raw material prices, excluding regular, periodic changes in suppliers' price lists), we were forced to increase our prices for the delivered products or performed services, or should such a situation affect our partner/supplier due to a price increase at our partner/supplier by more than 5%, we shall be authorized to demand an additional payment from the client within the limits of the introduced increase, also with respect to agreements in progress, or to withdraw from the agreement, provided that the right of withdrawal may be exercised by us within 120 days from the occurrence of the change of circumstances.

2. The client shall have no right to inspect the price lists or commercial documents of our suppliers. Should the client raise objections as to the justification of the increase, the client shall have the right to appoint – at its sole cost – an independent auditor to verify the veracity of our statement. The auditor shall be bound by confidentiality obligations and may not disclose the verified purchase prices to the client; we may condition the disclosure of data for the audit upon the auditor executing a confidentiality agreement used by us.

3. Should the client disagree with a given increase, the client shall have the right to withdraw from the agreement with respect to the remaining, hitherto unperformed part within 30 days from being notified of the increase; provided, however, that the withdrawal shall not apply to situations where the delivery/service was performed on an individual/customized order of the client, and the products have already been ordered from our supplier and we cannot withdraw from the order (in such case, we will present the client with evidence which, in our opinion, sufficiently confirms the placement of the order and the impossibility of rescinding the order from our supplier). This clause applies, in particular, to an increase in the sell rate of EUR or any other currency in which the value of the client's order was priced, by at least 5%.

4. We shall also be entitled to the aforementioned right to adjust the price in a situation where the settlement between us and our supplier/partner is made in a currency other than the settlement between us and the client, and the sales currency applied to the client depreciates by more than 5% against the settlement currency with the supplier. The exchange rate fluctuation is verified on the basis of average exchange rates announced by the National Bank of Poland (NBP). The date of the client's order placement shall be deemed the base price date, and the business day preceding the notification to the client of the price adjustment shall be deemed the new price date.

5. Furthermore, should the separated transport costs constitute more than 5% of the order value, an increase in the wholesale fuel price at PKN Orlen S.A. (according to the wholesale price list) by more than 5% – relative to the date of the order placement – shall authorize us to increase the transport costs by 5 percentage points. Each subsequent 1% increase in the fuel price authorizes us to increase the transport cost by an additional 1 percentage point. A decrease in fuel prices in analogous proportions shall result in a reduction of the transport price; conversely, under



no circumstances may such reduction result in a transport price lower than the price originally agreed with the client in the order.

IX. Implied Warranty and Commercial Warranty / Return of Products

1. We bear no liability under the implied warranty (*Polish - rękojmia*) for physical or legal defects of the delivered products or performed services.
2. As a general rule, the commercial warranty for the delivered products (components) is granted by their manufacturer, whereas we grant a commercial warranty for performed services and products only where we are the manufacturer. Unless a separate warranty document is issued to the client upon the performance of the agreement, the content of our offer, together with the provisions of this Section IX, shall be deemed as the warranty card. In the event of any discrepancies or contradictions between the content of a separate warranty document (including the manufacturer's warranty), the offer, and these GTC, the Parties agree that those provisions which are most favorable to us, including those that restrict or exclude the scope of our liability to the broadest extent, shall always be decisive and binding. The client acknowledges that in the event of a warranty granted directly by the manufacturer, the manufacturer is the sole entity liable under such warranty.
3. The warranty period is 12 months and, in the case of products, shall run from the moment of the transfer of the risk of loss, damage, or destruction of the product referred to in Section V, and in the case of services and other performances – from the performance of the service/agreement, unless otherwise specified in our offer or otherwise expressly agreed by the parties in at least documentary form.
4. Under the warranty, we are liable solely for defects inherent in the subject matter of our performance on the date the warranty period commences. We bear no liability for physical defects of the product/service resulting in particular from any of the following: natural wear and tear; defects reported later than immediately upon their discovery by the client; defects caused by the client or third parties through improper operation or handling inconsistent with the product manufacturer's requirements, applicable standards or regulations, markings, or provided documentation (including EX); improper assembly; mechanical damage; external factors (including, but not limited to: overheating, impact, flooding, frost, installation stresses, overloading, voltage surges); use of improper consumables; use in an improper production environment; exceeding permissible operating parameters, including in particular operating temperature; defects arising as a result of alterations or repairs made without our consent, or with our consent but by entities not authorized by the manufacturer or its representative, including those lacking appropriate certificates or using materials or devices lacking appropriate certificates or approvals from the manufacturer. In the event of the disclosure of the aforementioned alterations, modernizations, or repairs, this quality warranty shall automatically become void, in particular upon discovering a breach or removal of seals or damage to/removal of the rating plate or serial number of the product. Similarly, the warranty shall cease to apply automatically in the event of failure to conduct a mandatory warranty inspection by persons possessing the required qualifications or authorizations in accordance with the product (device) manual or legal regulations for the given type of product (device). The provisions of the documentation provided to the client in connection with the sale of the product/performance of the service may introduce further, detailed conditions affecting the validity and scope of the granted warranty; in the event of discrepancies, the provisions most favorable to us shall be decisive.
5. In relations between us and the client after delivery, concerning any comments or objections regarding the delivery itself or the products/services delivered thereunder, we require that the client report them immediately upon discovery of the defect at least via e-mail to the address: rma@g-w.eu along with a description of the defect. The report must be made by submitting the RMA complaint form (downloaded by the client from the website <https://www.grupa-wolff.com/rma/>) containing a detailed description of the reasons for the complaint, including

photographic documentation and, at our request, printouts from operating logs and other data specified in the RMA form. Within 5 business days from our receipt of a correctly completed RMA complaint form from the client, an RMA number will be assigned to the report, of which we will notify the client. Our confirmation of receipt of the report and the assignment of an RMA number shall under no circumstances constitute an admission of the client's claims (demands), but merely obligates us to verify the circumstances specified by the client in the RMA complaint form and to inspect the returned products with respect to the causes indicated in the RMA complaint form. At the same time, the client acknowledges that any decision regarding the justification or lack of justification of the client's reported claims, along with an indication of further steps, shall be made only after the verification of the above circumstances and upon fulfillment of our complaint conditions.

6. At our request, pursuant to the provisions of Section IX.5 above, the client is obliged to deliver the defective product/part thereof to the place of performance of warranty obligations, which is our registered office or another service point (including the manufacturer's plant) indicated by us each time during the defect reporting process or in the warranty card, or to provide us / persons authorized by us with safe access to the complained product/service – should we deem it justified to perform the verification at the place where the defective product/service is located. The client is obliged to deliver the product to the indicated place at its own cost and risk (DDP Incoterms 2020), in accordance with the provisions of the RMA form, in particular in original packaging or packaging ensuring safe transport, within a deadline agreed with us. A failure to physically deliver the product to the indicated point within the agreed deadline, or a lack of necessary cooperation on the part of the client, shall be deemed a waiver of the claim by the client and shall release us from the obligation to provide warranty services under the given report.

7. In the event of rejection of the complaint, the client is obliged to collect the product at its own cost and risk within 14 days from the date of our notification of the product's readiness for collection. Upon the ineffective expiry of this deadline, we shall have the right to:

a) charge the client a fee for the non-contractual storage of the product in the amount of 3% of the price of the stored product for each commenced 1 square meter of occupied space for each commenced week from the notification that the product is ready for collection, or

b) return the product at the client's cost and risk, or

c) upon the ineffective expiry of an additional 30-day period specified in an e-mail demand for collection, deem the product to be an item abandoned by the client with the intention of relinquishing ownership (within the meaning of Article 180 of the Polish Civil Code). In the latter case, we shall become the owner of the product and shall be entitled to manage, sell, or dispose of it at the client's expense.

8. In the event of acceptance of the complaint, the justified and accepted by us costs of delivering the defective element shall be reimbursed to the client.

9. The repaired product or a product replaced with a new one (or an element thereof) shall be issued to the client at our premises or sent to the address provided by the client (in the RMA form) at our expense. In the event of the client's failure to collect the repaired/new product (element), we may:

a) charge the client a fee for the non-contractual storage of the product in the amount of 3% of the price of the stored product for each commenced 1 square meter of occupied space for each commenced week from the notification that the product is ready for collection, or

b) upon the ineffective expiry of an additional 30-day period specified in an e-mail demand for collection, deem the product to be an item abandoned by the client with the intention of waiving ownership (within the meaning



of Article 180 of the Polish Civil Code). In the latter case, we shall become the owner of the product and shall be entitled to manage, sell, or dispose of it at the client's expense.

10. We have the right to refuse to provide warranty services in the event of any delay in payment by the client to us for a period lasting until the date of payment. Periods of interruption in the provision of warranty services shall not extend the warranty period.

11. Subject to exceptional situations specified in this Section IX, we are obliged to rectify defects disclosed during the warranty period, at our choice, by repairing the product/service or the defective element, or by replacing it with a new one (which may also occur as part of a service complaint) within 30 days from the date of delivery of the item by the person entitled under the warranty. Alternatively, we may also, upon our own decision, refund an appropriate part of the price to the client. In the event of: a complex repair; the necessity to import specialized tools or perform technical testing, expert assessments, or visual inspections of the defective product at the installation site; the necessity to obtain information from component manufacturers or third parties; the necessity to purchase components from external suppliers; or a long delivery time of the product/its element/spare parts – the time for rectification of the defect shall be extended by the time necessary to perform the aforementioned activities or to import the product/parts, of which we shall notify the client prior to the expiry of the aforementioned 30-day period. The granted warranty period shall be extended exclusively where the defect concerns the entire product and not a sub-assembly or part, and solely by the time of the actual rectification of the product defect (repair of the product or replacement of the product with a new one) by us (from the moment of physical commencement of repair works to the date of notifying the client of its completion); provided, however, that at the latest upon the expiry of 3 months from the end of the basic warranty period specified in Section IX.3 above, all our warranty obligations and the client's rights arising from defects in products/services shall expire. The Parties expressly agree that the time associated with processing the report, exchanging correspondence, completing or transferring documents, as well as the time of transporting the product to and from the service center (including waiting for collection by the carrier or the client), shall in no way suspend or extend the running of the warranty period.

12. We reserve the right to refuse to perform a warranty repair or replace the product (defective element) with a new one should this require us to incur excessive costs (in particular, when the costs of repair, logistics, or spare parts exceed the net price of the complained product or element). In such case, we shall be entitled to unilaterally refund to the client the price paid for the defective product (or a proportional part thereof, if the defect concerns a single sub-assembly) and collect the defective product at our own expense, which fully and finally satisfies all warranty and indemnity claims of the client in this respect.

13. We reserve the right to charge the client with the costs of handling the complaint, diagnostic review, and local inspection, in particular where the client has failed to provide a description of the damage, or with the costs of handling the transport/return of the product, in the event of rejection of the complaint or should the product prove to be operational. We do not bear the costs associated with the removal (dismantling) of the product, its re-installation (assembly), and commissioning.

14. In the event of defects in software constituting part of the product or being a product of third parties, our liability shall be limited to reporting the defect to the licensor and providing the client with a software update when it is made available by the creator. For proprietary (dedicated) software, we will provide a temporary solution (workaround), insofar as it is possible at a reasonable cost and necessary to maintain the client's business continuity.

15. The warranty applies only to the client who purchased the product/service from us. The transfer of rights and obligations under the granted warranty to third parties without our consent is prohibited.



16. The return of purchased products, outside the cases described above under the warranty, is as a general rule impermissible, subject to Section IX.17.

17. In special cases, upon the written or at least e-mail request of the client, we may consent to the return of products under the following conditions, whereby at least documentary form is required for the validity of such consent:

- a) the return of the product is possible within 3 months from the date of issuance of the invoice;
- b) the return concerns an unused, undamaged product in its original and intact individual packaging;
- c) the return shall be made by returning the product to our warehouse in Balice / Poland or to another place agreed upon by the parties in at least documentary form, after which we are obliged to issue and send to the client a correction invoice for the return of the product;
- d) the returned product shall be properly secured for the duration of transport and insured;
- e) the return shall take place at the cost and risk of the client;
- f) the client shall be charged a flat-rate handling fee in the amount of 25% of the value of the returned product (value according to the invoice) covering the costs of handling the return.

These rules for the return of purchased products may be modified with our express consent expressed in at least documentary form.

X. Provisions on Personal Data, References/Marketing Activities, Copyrights, Trade Controls, and Compliance

1. We declare that we are the controller, within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement such data, and repealing Directive 95/46/EC (Official Journal of the EU L No. 119, p. 1) (hereinafter "GDPR"), of the personal data of the persons indicated in the agreement as individuals representing a party, contact persons, or persons responsible for the performance of specific tasks resulting from the agreement, such as: (i) first name and surname, (ii) e-mail address, (iii) telephone number.

2. We undertake to process personal data in accordance with the agreement, the GDPR, and other provisions of generally applicable law.

3. We will process the personal data of the persons referred to in Section X.1 for purposes resulting from legitimate interests encompassing the performance of the agreement, as well as the establishment, exercise, or defense of legal claims arising from or related to the agreement.

4. We undertake to fulfill the information obligation on behalf of the other party towards the individuals indicated by us as referred to in Section X.1, including informing them about the disclosure of their data to the other party within the scope and for the purposes described above, in particular indicating the information required pursuant to Articles 13 and 14 of the GDPR, provided that the client provides us with its information clause; independently of the foregoing, we oblige the client to proceed analogously with respect to our information obligation contained in the information clause included in the final section of the GTC. A party fulfilling the information obligation on behalf of the other party bears no liability for the scope or content of such information obligation.

5. We reserve the right to include information regarding the conclusion of the agreement with the client in advertising and marketing materials. The content of public announcements and information directly identifying the



client and the course of performance of the subject matter of the agreement must be agreed upon in advance with the client in writing, with the exception of those referred to in Section X.6.

6. The client declares its consent to our use of:

a) reference letters, acceptance protocols, or other documents confirming the due performance of our obligations for the client – in tenders (public or private) in which we will participate as a bidder independently, as part of a consortium, or as a subcontractor of a bidder,

b) a description of the completed subject matter of the agreement and photographs taken independently by us – in our advertising and informational materials, subject to the principle of anonymization of the client and its production facility.

Should we be bound by a confidentiality obligation, this provision shall supersede the content of the aforementioned obligation to the extent of the consent granted herein. The client ensures that personal data contained in the aforementioned references/acceptance protocols and other documents will be provided to us with the consent of the data subjects, upon their prior notification thereof by the client, in accordance with the GDPR and local regulations issued on the basis of the GDPR.

7. All intellectual property rights vested in us with respect to the subject matter of performance, including software, documentation prepared independently by us, and in particular any designs, plans, cost estimates, patterns, or other technical documents, as well as commercial materials, including catalogs, folders, brochures, photographs, descriptions, etc., constitute our exclusive property or are used by us under a license granted by the entitled entity.

8. Upon the payment of the contractual remuneration, the client acquires a non-exclusive license to use the rights referred to in Section X.7 to such extent and within such fields of exploitation as are necessary for the proper, intended use of the subject matter of the agreement for the client's internal, non-commercial use, encompassing in particular the designs prepared independently by us. The use of these rights by the client is determined each time by the purpose of the given agreement and may not lead to the infringement of our legitimate interests; the copying or disclosure thereof to any third parties is permitted solely on the basis of an express provision of law and provided that it remains consistent with the purpose of this agreement and the purpose of granting this license.

9. The license referred to in Section X.8 is transferable, provided, however, that its transfer may occur exclusively together with the legal title to the subject matter of performance and subject to the restrictions resulting from the preceding provisions of this Section X.

10. Our remuneration for granting the license and all performances related to copyrights and industrial property rights is included in the value of the offer/agreement, unless otherwise explicitly stated therein.

11. Both we and the client undertake to fully comply with national and international regulations concerning export control and economic sanctions (in particular the regulations of the EU, the Republic of Poland, and the USA).

12. The client ensures and warrants that the products/services purchased from us are intended exclusively for civil use and will not be used in a manner that violates the law or restrictive measures. Clients are responsible for ensuring compliance with all applicable export control requirements, including obtaining necessary licenses, permits, or approvals.

13. The client assumes the role of an independent guarantor (samoistny gwarant) of compliance throughout the entire further supply chain and undertakes to verify its contractors against sanction lists.



14. The placement of an order, the making of a payment, or the absence of an objection by the client within one business day from receipt of the order confirmation shall constitute an irrevocable confirmation by the client of the assurances regarding export control and sanctions (including the "No-Russia" clause and the civil use destination) contained in the content of the offer and the order confirmation.

15. EUS (End-User & Sanctions Compliance Statement) shall mean a written Statement Concerning End-Use, Operation of Products/Services, and Sanctions Status of the Entity according to our template, constituting evidence of due diligence in the export control and sanctions verification process.

16.1. We reserve the right to demand that the client submit a separate, written EUS document (in Polish or English). The client shall deliver the document signed by persons authorized to represent it within 3 business days from the date of our request made in documentary form.

16.2. In the event of failure to deliver the EUS by the client within the deadline, we shall be entitled to suspend the performance of all deliveries/services without any consequences of delay on our part, and furthermore, we may charge the client a contractual penalty in the amount of PLN 2,000 or the equivalent of this amount in EURO for each day of delay.

16.3. Should the delay in delivering the EUS by the client exceed 14 calendar days, we shall be entitled to withdraw from the agreement due to the fault of the client (Article 395 of the Polish Civil Code). In such case, any advance payments made by the client shall be subject to forfeiture to us as a contractual penalty for the termination of the agreement due to reasons attributable to the client, which does not exclude our right to claim supplementary damages from the client.

17. The client releases us from all liability towards administrative authorities and third parties resulting from the client's violation of export regulations (Article 392 of the Polish Civil Code / hold harmless). The client shall remedy any damage incurred by us in connection with the foregoing (including covering imposed administrative penalties and legal defense costs) within 7 days from demand.

18. We reserve the right to cancel any order/terminate the agreement with immediate effect, suspend a delivery/service, or refuse service to the client without incurring liability, should the performance of the agreement involve a risk of violating sanctions, or should the client submit a false assurance regarding the destination of the products or a false EUS.

19. By accepting the offer, the client declares that prior to concluding the agreement with us/placing an order, it has read the full text of the Integrated ESG Policies of the Wolff Group, encompassing Code I (Environmental Policy), Code II (Occupational Health and Safety Policy), Code III (Ethical Policy), and Code IV (Procedures, Sanctions, Liability Regime, and Jurisdiction), made continuously available at the URL: <https://www.grupa-wolff.com/policies-esg-policies/>. The client accepts these documents in their entirety, without any reservations, and confirms that they constitute an integral part of the legal relationship binding the parties as a contract template made available before the conclusion of the agreement.



XI. Final Provisions

1. The place of performance of the obligation shall be the place specified in the client's order, and in the absence of such specification, the place of performance shall be the registered office of the client.
2. All correspondence with the client shall be sent by us in the manner specified above, or – in the absence of specification – via e-mail or post to the address provided by the client in the order. Any changes in this respect, as well as temporary communication disruptions, require a written or e-mail notification to us of their occurrence to be valid. Otherwise, correspondence sent by us shall be deemed delivered on the third day from its dispatch to the client.
3. The client is obliged to address all correspondence to us to the addresses/numbers specified in the offer (order confirmation) or the agreement, and in their absence, to the following addresses and numbers:
 - a) correspondence address: ul. Spacerowa 5, 32-083 Balice/Poland,
 - b) e-mail address: info@g-w.eu.
4. Unless a specific form is indicated in the GTC with respect to any statements (including the offer), consents, notifications, etc., the maintenance of at least documentary form is required for their validity; provided, however, that the parties shall deem statements signed by representatives authorized for representation in accordance with applicable corporate regulations to be equivalent to statements made in written form within the meaning of the GTC, including the agreement and amendments thereto, whether submitted in person, sent by registered mail or courier delivery, or sent via electronic mail (in the form of scans of signatures executed by the aforementioned persons saved in PDF or TIFF format) from the e-mail addresses of persons authorized for representation, provided there is no doubt as to the authenticity and origin of the addressees and addresses from which such correspondence was sent.
5. The client may not transfer the rights or obligations resulting from the agreement concluded with us without our written consent (prohibition of assignment).
6. This document constitutes an integral part of the agreement concluded with the client within the scope unregulated therein, unless otherwise expressly reserved in our offer or the agreement. Appendices indicated in the GTC constitute an integral part of the GTC.
7. Within the scope unregulated in this document, the provisions of Polish law shall apply, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), done at Vienna on 11 April 1980 (Journal of Laws of 1997, No. 45, item 286).
- 8.1. Any disputes arising from these GTC or agreements related thereto with contractors having their registered office within the territory of the Republic of Poland and in other member states of the European Union shall be subject to the exclusive jurisdiction of the Common Court in Kraków – competent for the registered office of the Wolff Group (Grupa Wolff).
- 8.2. Any disputes with clients having their registered office outside the territory of the European Union shall be submitted to the exclusive and final resolution of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw, in accordance with its Rules. The parties agree that the place of the proceedings (the venue for hearings and sessions of the arbitral tribunal) shall be Kraków. Should it prove impossible to hold a hearing or sessions in Kraków, procedural activities shall be conducted using technical devices enabling remote hearings (between Kraków and the client's registered office). Remote hearings and sessions may be scheduled and conducted exclusively during the business hours of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw according to the time applicable in Poland (CET/CEST). The assessment of the degree, causes, and impact of any technical barriers and

communication disruptions on the course of the online hearing shall remain within the free and flexible discretion of the Arbitral Tribunal. Should these barriers, in the opinion of the Arbitral Tribunal, prevent the fair conduct or completion of activities during the designated business hours of the Court, the proper venue for conducting further procedural activities shall automatically become the seat of the said Court in Warsaw. The client's right to raise a plea of ineffectiveness of the arbitration clause or to demand the transfer of the case to common courts due to a change in the venue or form of the proceedings is hereby excluded. The language of the proceedings shall be Polish, unless we agree to conduct the dispute in English.

9. We reserve the right to amend the appendices or statements sent with or attached to the GTC at any time.
10. Any amendments to this document require the publication of their content on the website www.grupa-wolff.com to be valid.
11. Should any of the provisions of the GTC be deemed invalid, ineffective, or unenforceable (hereinafter: "defective provisions"), the remaining provisions of the GTC shall remain valid. In the case specified in the preceding sentence, we undertake to replace the defective provisions of the GTC with new provisions closest in meaning to the defective provisions.
12. These GTC in version 11/25/06/2026 were adopted on June 25, 2026, and shall apply to all offers submitted by the Wolff Group, as well as confirmations by the Wolff Group of any orders placed by clients and agreements concluded between the Wolff Group and another entity conducting economic activity starting from June 26, 2026. The General Terms and Conditions of Sale and Provision of Services in version 10/07/03/2022 shall expire on June 25, 2026; nevertheless, they shall continue to apply to offers submitted by the Wolff Group, as well as confirmations by the Wolff Group of any orders placed by clients and agreements concluded between the Wolff Group and another entity conducting economic activity up to and including June 25, 2026.



WOLFF GROUP Information Obligation (GDPR)

In connection with the application of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the Regulation), we kindly inform you that your personal data or the personal data of your representatives will be processed in accordance with points (b), (c), and (f) of Article 6(1) of the Regulation (with reference to the sections listed below):

1. for the purpose of performing the agreement with our Client, including each order (task), and shall be stored for a period of at least 6 years from the moment in which operations, transactions, and proceedings related to the agreement (the last order/task) have been finally completed, and the obligations have been paid, settled, or have expired, as well as from the expiry of any warranties and titles under the performance of the agreement or order (task),
2. for the purpose of creating statistics, compilations, and analyses for internal needs, in which case the personal data will be stored for a period of at least 3 years from the last operation performed on the personal data.

The provision of personal data by you is voluntary; however, failure to provide such data will render the performance of the agreement or order impossible.

In the case of representatives, employees, etc., of the client, their data was obtained directly from the client who represents them or from publicly available sources.

The controller of the personal data is: Grupa Wolff spółka z ograniczoną odpowiedzialnością sp.k. (formerly Grupa Wolff spółka jawna) with its registered office in Balice, Poland, registered and correspondence address: 32-083 Balice/Poland, ul. Spacerowa 5, entered into the Register of Entrepreneurs kept by the District Court for Kraków – Śródmieście, 12th Commercial Division of the National Court Register under KRS number: 0000942344, NIP number: 6792253664, REGON number: 351258092, website: www.grupa-wolff.com.

In matters regarding personal data protection, you may contact the Representative of the Controller, Zbigniew Wolff, at the e-mail address: rodo@grupa-wolff.eu or at the correspondence address of the personal data Controller indicated in the paragraph above.

We transfer your personal data to entities with whom we cooperate for the purpose of performing agreements for you, including entities performing postal, courier, accounting, legal, and IT services; data may also be transferred to other companies forming the Wolff Group (currently: Grupa Wolff sp. z o.o., Atex sp. z o.o. in liquidation) or in which Grupa Wolff is a partner (Hardo Czapski i Wspólnicy sp. j.).

Each of you or your representatives has the right to:

- 1) access the content of their data,
- 2) rectify, erase, or restrict the processing of data,
- 3) data portability,
- 4) object to processing,
- 5) withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal.



Furthermore, you have the right to lodge a complaint with the President of the Personal Data Protection Office should you consider that the processing of personal data violates the provisions of the Regulation.

The above information applies also to all representatives, employees, etc., of the client; therefore, we kindly request the distribution of this information to the aforementioned persons.

