

**General Terms and Conditions of Purchase - abridged version ("GTCP") applicable to the company:**

**Grupa Wolff limited liability company limited partnership, KRS No. 0000942344**

(formerly: Grupa Wolff spółka jawna, KRS No. 0000875953)

being an integral part of each order placed by the Ordering Party, with the following content:

1. the Ordering Party - Grupa Wolff spółka z ograniczoną odpowiedzialnością.
2. Order - a statement by the Ordering Party, in which the Ordering Party orders Delivery or Services or Construction Work to the Supplier.
3. Delivery - acquisition of things, rights or other goods by the Ordering Party, in particular as part of a sales or delivery contract.
4. Construction Work - execution or design and execution of construction works within the meaning of the Act on Construction Law as well as execution of a construction object within the meaning of the said Act.
5. Services - performance other than that which is the subject of the Delivery or Construction Work.
6. Whenever further reference is made to Delivery, it should be understood as not only Delivery, but also Services and Construction Work, unless otherwise indicated in the GTCP.
7. Investor - entity for whom the Ordering Party carries out the Delivery.
8. Supplier - entity that performs the Deliveries, Construction Work or Services for the Ordering Party.
9. As part of the Delivery, the Supplier shall provide all necessary documentation, including relevant certificates, attestations, instructions, warranty document, etc.
10. Parties - the Ordering Party and the Supplier.
11. Partial Delivery shall not be possible unless with the prior consent of the Ordering Party expressed at least in documentary form.
12. Early Delivery shall be permissible with prior consent of the Ordering Party, expressed at least in documentary form.
13. The deadline for Delivery shall be subject to the Ordering Party's approval in each case. At each stage of the Delivery process, the Supplier shall immediately notify the Ordering Party in writing or by e-mail of a possible or expected delay in the Delivery process, specifying the expected delay time, and if the delay time is at least 7 days, the Ordering Party may withdraw from the Delivery process in full or in respect of the uncompleted part, without any negative consequences for the Ordering Party; Notwithstanding the foregoing, the Ordering Party may also claim damages from the Supplier for failure to complete the Delivery on time and deduct from the amounts paid to the Supplier to date for completion of the Delivery the amounts of penalties, damages, fees, etc. imposed on it by the Investor in connection with failure to complete the Delivery.
14. Delivery shall be made at the Supplier's expense and risk, and packaging costs shall be included in the price of Delivery.
15. The price of the Delivery confirmed in the Order is fixed and includes all costs related to the Delivery.

16. The invoice may be issued at the earliest after completion of the Delivery (within the meaning of clause 9 above), and additionally in the case of Services and Construction Work - after signing a protocol of acceptance concerning the Services or Construction Work without reservations on the part of the Ordering Party and the Investor.

17. The payment period shall be 60 days from receipt by the Ordering Party of a correctly issued invoice to the address specified in item 18 below, although the actual payment period may be extended until receipt of payment from the Investor for whom the Ordering Party is performing the Delivery + 7 days. Payment within 60 days or an extended period of time, in accordance with the provisions of the preceding sentence, shall not give rise to any negative consequences for the Ordering Party, including in particular no obligation to pay any interest.

18. Invoice data/sending data: Grupa Wolff spółka z ograniczoną odpowiedzialnością spółka komandytowa, tax ID: PL6792253664, address: 5 Spacerowa Street, 32-083 Balice.

19. Data (address) of the Delivery: as in point 18, unless the Ordering Party indicated otherwise in the Order.

20. The same invoice may refer only one Order.

21. The Ordering Party reserves the right to withhold payment of the invoice for the Delivery until the claim submitted by the Ordering Party after the Delivery is considered.

22. The Supplier may not, without the Ordering Party's prior written consent under pain of invalidity, assign to a third party any claims already due or future claims under the Order. This prohibition shall also apply to rights related to the receivables, in particular claims for outstanding interest.

23. The Ordering Party reserves the right to cancel (resign from) the Order in whole or in part without giving any reason:

(a) within 7 days of placing the Order without incurring any costs on this account,

b) at a later date - against reimbursement to the Supplier of costs of Delivery which were reasonable and actually incurred and documented by the Supplier until the time of cancellation of the Order.

24. The Supplier provides the Ordering Party with a quality guarantee for a minimum period of 24 months from the date of the invoice issued by the Supplier in accordance with item 16 above.

25. The contents of the Order and all correspondence addressed to the Supplier before and after placing the Order are covered by the Ordering Party's business secret within the meaning of the act on counteracting unfair competition in perpetuity and may not be disclosed to any third party without the Ordering Party's prior written consent, and the Supplier is obliged to maintain the necessary security measures with respect to them, no worse than those applied to protect its own business secret.

26. The Supplier shall be liable under the warranty for defects.

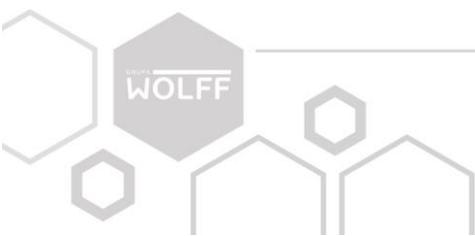
27. Any notices or statements of the Parties that may have an effect on the scope of their contractual obligations with respect to a given Delivery, leading to an amendment or termination (withdrawal) of a given Delivery, should be sent by registered mail or e-mail, provided that they are sent as scans of documents previously signed by persons authorized to represent the Parties with respect to a given Delivery and attached to e-mail correspondence as pdf files.

28. The Order / contract concluded by the Supplier with the Ordering Party shall be governed by the Polish law.

29. Any disputes arising from the Order or any contract concluded by the Supplier with the Ordering Party that are not resolved amicably within a reasonable time shall be settled by Polish common courts of law competent for the seat of the Ordering Party.

30. The Ordering Party declares that it is an administrator within the meaning of Article 4 item 7 of the 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 and repealing Directive 95/46/EC (Official Journal of the European Union L No. 119, p. 1) (hereinafter referred to as "GDPR") of the personal data of the persons indicated in the contract as party representatives, contact persons or persons responsible for the performance of individual tasks under the contract, as: (i) name and surname, (ii) email address, (iii) telephone number. The Ordering Party undertakes to process the data in accordance with the contract, the RODO and other generally applicable laws, and the Ordering Party's information obligation is included in the information clause included in the final section of the GTCP.

31. This version of the GTCP replaces the previous version of the GTCP - version 5/28/12/2022 as of 07.03.2022.



## GRUPA WOLFF information duty (GDPR)

With regard to the coming into force of Regulation (EU) 2016/679 of the European Parliament and 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 (Regulation), we kindly inform that your personal data and the personal data of your representatives are processed in accordance with Article 6.1 letters (b), (c) and (f) of the Regulation (in reference to the below listed items):

1. for the purpose of the performance of agreement with our Supplier (customer), including for each order, and they shall be stored for the period of at least 6 years from the time in which the operations, transactions and procedure related to the agreement (the last order) have been finally completed, and the liabilities are paid, settled or time-barred, and also after the termination of any guarantees and the title of the agreement or order performance;
2. for the purpose of making statistics and analyses for own needs, and in that case the personal data will be stored for 3 years of the last activity related to the personal data.

Providing your personal data is voluntary, however, a failure to provide them will prevent the performance of the agreement or order.

As regards the Supplier (customer)'s representatives, employees, etc., their data are received directly from the Supplier (customer) who represents them or from publicly available sources.

The personal data controller is: Grupa Wolff spółka z ograniczoną odpowiedzialnością spółka komandytowa with its registered office in Balice (previously: Grupa Wolff spółka jawna, ul. Spacerowa 5, 32-083 Balice, entered in the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście, 12th Commercial Division of the National Court Register, under the KRS number: 0000942344, NIP [tax ID]: 6792253664, REGON [statistical ID]: 351258092, MAILING ADDRESS: 32-083 Balice, ul. Spacerowa 5, website: [www.grupa-wolff.eu](http://www.grupa-wolff.eu).

As regards personal data protection, you may contact the controller's representative Mr Zbigniew Wolff at the e-mail address: [rodo@grupa-wolff.eu](mailto:rodo@grupa-wolff.eu) or at the mailing address of the personal data controller identified in the preceding paragraph.

Your personal data is disclosed to the entities with which we cooperate, for the performance of agreements for you, and also to the entities providing mail, courier, accounting and legal and IT services, and may also be disclosed to the other companies that form Grupa Wolff (currently: Grupa Wolff sp. z o.o, Atex sp. z o.o. w likwidacji) or in which Grupa Wolff is a partner (Hardo Czapski i Wspólnicy sp. j.).

Each of you or your representatives is entitled to:

1. access the contents of your data;
2. have the data corrected, erased or restricted in processing;
3. have the data moved;
4. raise an objection;
5. withdraw the consent at any time without affecting the compliance with law of the processing made based on the consent before the latter has been withdrawn.

Moreover, you are entitled to file a complaint with the President of the Office for Personal Data Protection, if you consider that the processing of personal data breaches the provisions of the Regulation. The above information applies also to any Supplier (customer)'s representatives, employees, etc., therefore, please distribute the information to them.