

GENERAL SALES CONDITIONS
ULTRACORE Polska Sp. z o.o. in Police
(effective from 01.01.2025)

I. DEFINITIONS:

1. Ultracore, Vendor - ULTRACORE Polska Spółka z ograniczoną odpowiedzialnością, with its registered office in Police at Piotra i Pawła 1, 72 - 015 Police, entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000199842, holding tax identification number NIP: 8512857481 and REGON number: 812669750.
2. Buyer, Customer - entrepreneurs within the meaning of Article 43¹ of the Polish Civil Code who are natural persons, legal persons or organisational units without legal personality, seated both in the territory of the Republic of Poland and abroad who purchase Goods or enter into Contracts with the Vendor.
3. Parties - the joint designation of the Vendor and the Buyer.
4. Contract, Contracts - a contract of sale or delivery concluded by the Parties or an Order for which an Order Confirmation has been provided, to which these GSC apply.
5. GSC - these General Sales Conditions, which form an integral part of and apply to all Orders, offers or Contracts.
6. Order - a written or electronic document issued by the Buyer containing an offer to conclude a sales/delivery contract with the Vendor.
7. Good(s) - products and goods offered by the Vendor.
8. Order Confirmation - the Vendor's statement of intent in written or electronic form confirming acceptance of the Buyer's offer contained in the Order and signifying conclusion of the Contract by the Parties.
9. Working days means days from Monday to Friday with the exception of days considered public holidays.
10. Force majeure - an event of an external, fortuitous or natural (elemental) character, unavoidable or unforeseeable, especially events of a catastrophic nature, acts of nature and extraordinary events in the form of disturbances of collective life, such as war, national unrest, epidemics and states of epidemic emergency, quarantine or in the form of disturbances of a private nature, related to ensuring the uninterrupted supply of the Subject of the Contract, such as interruptions in the supply of electricity and other operating factors, interruptions in the supply of Internet or digital connections, interruptions and disruptions in the supply of materials and components of the Subject of the Contract, downtimes in the production of materials, hacking attacks, occurring for reasons beyond Ultracore's control.
11. Defect - a physical defect in the Product resulting from causes inherent in the Product as a result of which the usefulness of the Product is reduced, in the

context of the purpose specified in the Contract, or resulting from the circumstances or destination of the Product.

II. GENERAL PROVISIONS:

1. The GSC apply to all Orders and Contracts relating to Goods of which Ultracore is the manufacturer, distributor or seller.
2. The subject of GSC is to define the terms and conditions on the basis of which the Vendor undertakes to sell the Goods, i.e. to define the way in which the Buyer may place Orders, their deadlines and execution, terms and conditions of submitting claims and terms of payment.
3. No terms and conditions of purchase other than those specified in the GSC, regardless of the form and manner in which they were adopted or communicated, apply to the Vendor, unless expressly confirmed in writing by the Vendor.
4. In the event of a conflict between the GSC and the provisions of the Contract, the provisions of the Contract shall prevail.
5. Purchasing terms and conditions, rules and regulations etc. contained in the documents or applied by the Buyer shall not be binding on the Vendor, even if not expressly rejected by the Vendor.
6. If individual provisions of the GSC cannot be applied for any reason, all other terms and conditions set out in the GSC shall remain unaffected and shall be applied to the fullest extent possible.

III. TERMS OF SALE/ORDERS:

1. The Buyer shall submit an Order in writing or electronically, which shall be subsequently confirmed by the Vendor within 10 working days of its receipt. The date of Confirmation of an Order placed in writing shall be deemed to be the date of sending the Order Confirmation by the Vendor, and in the case of electronic posting, the date of sending the message. The Parties consider Orders placed by e-mail (including an enclosed scan of the Order) sent to the Vendor's address, i.e. orders@ultracore.pl, ucp@ultracore.pl, to be equivalent to electronic form.
2. Placing an Order by the Buyer shall be tantamount to acceptance of the Vendor's GSC.
3. An order should include:
 - a) the exact description and quantity of the Goods,
 - b) additional requirements of the Buyer relating to the Goods or documentation relating to the Goods;
 - c) type of transport, place and base of delivery in accordance with Incoterms 2020;
4. In the case of data indicated in item 3, the Vendor is not obliged to execute it and commence production of the Goods. The Vendor shall confirm the Order

within the aforementioned time limit after the Buyer has completed missing elements of the Order.

IV. ORDER CONFIRMATION:

1. The Order Confirmation should include at least:
 - b) the price of the Goods ordered;
 - c) delivery date(s);
 - d) confirmation of the place and base of delivery;
 - e) other conditions agreed between the Parties, e.g. information on packaging, documents, special requirements related to the Goods, etc.
2. The Contract is concluded as soon as it is signed by the last of the parties. In the case of Orders, the acceptance of an Order by the Vendor shall take place on the date of sending an e-mail or other means of sending correspondence containing the Confirmation to the Buyer.
3. The Vendor is not obliged to fulfil unconfirmed Orders.
4. The Seller is not bound by an Order, which means that it may modify the Order Confirmation. In such case the Buyer is obliged to accept the proposed change or reject it within 2 working days from the date of receipt of the modified Confirmation. Failure to accept within the indicated time limit is tantamount to rejection by the Buyer of the proposed modification and non-fulfilment of the Order by the Vendor.

V. ORDER CANCELLATION:

1. In the event that the Buyer cancels the Order after it has been confirmed by the Vendor, the Vendor has the right to charge the Buyer for the costs incurred in the fulfilment of the Order, including production costs.
2. In addition, in connection with the cancellation of an Order, the Vendor is entitled to charge a contractual penalty of 20% of the gross order value, as specified in the Order Confirmation.
3. The Buyer undertakes to pay an amount representing the sum of the production costs and the contractual penalty referred to in paragraph 2 within 14 days from the date of delivery of the request for payment by the Vendor.
4. In the event of partial cancellation of the Order, the above provisions shall apply accordingly, with the production costs and charges being calculated in proportion to the value of the ordered or produced and uncollected part of the Order. In such a case the Vendor shall additionally charge the Buyer with a contractual penalty amounting to 20% of the value of the unfulfilled Order.
5. The provisions of paragraphs 1-4 shall also apply *mutatis mutandis* to Contracts.
6. If the Goods are not collected in time, the Vendor shall grant the Buyer an additional period of time not longer than 14 working days. After its ineffective expiry, the Vendor shall have the right to withdraw from the contract, and in such a case, paragraphs 1-2 shall apply accordingly. The Vendor shall have the

right to charge the Buyer with all costs related to the Buyer's failure to collect the Goods on the agreed date.

7. The Vendor may claim damages from the Buyer in an amount exceeding the value of the stipulated contractual penalties under general terms.

VI. PRICES, PAYMENT TERMS, INVOICING:

1. The Vendor shall issue VAT invoices to the Buyer on delivery of the Goods or immediately afterwards.
2. The Buyer accepts and agrees that the invoice may be sent electronically to the address he has indicated.
3. The Buyer shall pay for the Goods on the date indicated in the invoice. The date of payment shall be the date the funds are credited to the Vendor's bank account indicated on the invoice.
4. Failure to pay on time can result in:
 - a) charging statutory interest for late payment in commercial transactions;
 - b) withholding deliveries and stopping the fulfilment of orders from the Buyer until all outstanding payments to the Vendor have been settled.
5. The Vendor may grant the Buyer the right to deferred payment. The postponement of the payment date may be subject to the provision of adequate security by the Buyer. The parties shall agree in writing any modification of the payment dates and terms together with a proposal for securing the Vendor's receivables.
6. The Vendor shall have the right to assign his receivables from the Buyer to third parties without the prior consent of the Buyer, unless otherwise agreed by the Parties.
7. The Buyer is not entitled to:
 - a) withhold payment for the Goods purchased in the event of the submission of a claim as to quantity, quality or compliance with other requirements set out in the Order;
 - b) deduct any of his receivables from the Vendor against the Vendor's receivables from the Buyer;
 - c) transfer the rights and obligations arising from the contract concluded with the Vendor to third parties without the Vendor's prior written consent.
8. The Vendor declares that it is a registered active taxpayer of tax on goods and services in accordance with the provisions of the Act of 11 March 2004 on tax on goods and services. Unless the Buyer makes an explicit reservation, it is assumed that it is also a registered active taxpayer of this tax. At the same time, the Buyer undertakes to immediately notify the Vendor of the loss of such status, under pain of incurring liability for damages.

VII. DELIVERY, PACKAGING:

1. In an Order Confirmation, the Vendor specifies in detail the date and place of delivery of the Goods.
2. The Goods shall be delivered to the place specified by the Parties in either the Contract or the Order Confirmation.
3. The Goods will be delivered with a Stock Issue Confirmation (SIC), which is a quantitative confirmation of the Goods delivered.
4. As soon as the Goods are handed over to the Buyer or to a forwarder or carrier appointed by the Buyer, or as soon as the Goods are released from the Vendor's warehouse, the risk of loss of or damage to the Goods shall pass to the Buyer, unless otherwise specified in the INCOTERMS on the basis of which the order is fulfilled.
5. Goods delivered shall be appropriately packed in accordance with the Vendor's packaging standards. If the Buyer expects a special packaging method, the Buyer shall agree with the Vendor such a possibility and it should be stipulated in the Contract or Order Confirmation.

VII. QUALITY AND TECHNICAL DOCUMENTATION

The Vendor shall deliver to the Buyer, within the agreed time limit, quality documentation concerning the Goods and other agreed technical documentation.

VIII. WARRANTY

1. The Vendor guarantees the performance of the Goods that meet the technical requirements set out in standards or technical conditions and that they are manufactured in accordance with the applicable legislation.
2. All Vendor's Goods are covered by a warranty of 3 months from the date of acceptance/delivery, unless otherwise stated in the Contract or Order Confirmation.
3. The discovery of defects in the Goods or the initiation of a complaint procedure by the Buyer shall not relieve him of his obligation to pay for the Goods delivered.
4. For Buyers who are not consumers, the statutory warranty is excluded.
5. Damage or deletion of data identifying the Goods in question may result in the rejection of claims under the warranty.
6. The following are not covered by the warranty:
 - a) mechanical damage caused by the Buyer, e.g. due to improper transport, unloading, storage and other transport or assembly operations;
 - b) products repaired arbitrarily by the Buyer or incorrectly operated;
7. The statutory warranty for defects in the Goods is excluded.

IX. CLAIMS:

1. The Buyer shall be obliged to duly inspect the Goods delivered in terms of quantity, quality and for the existence of not latent defects at the time of receipt of the Goods.
2. Notification of quantitative defects or defects which are not latent defects must be made upon acceptance or delivery of the Goods, no later than 3 working days after delivery, or else the right to invoke such defects in the future shall be forfeited.
3. The Vendor shall not be liable for any damage resulting from a delay in reporting a defect by the Buyer.
4. Within 14 days from the date of submission of a claim, the Vendor shall inform the Buyer in writing or electronically about the decision to accept or reject the claim, the lack of such information being tantamount to rejection of the claim. If the claim is considered legitimate, the Vendor may, at their own discretion, remove the defect or provide the Buyer with a new product free of defects, make repairs or offer a reduction in price.
5. In the situation when, for reasons beyond the Vendor's control, replacement or repair of the Goods is impossible or would be connected with costs disproportionate to the value of the defective Goods, the Vendor shall reduce the price by the value agreed by the Parties, which shall not exceed the value of the defective Goods.
6. Claims may be submitted to the Vendor in writing or electronically at: reklamacje@ultracore.pl
7. Notification of quality defects that were not possible to detect during delivery must be made to the Vendor immediately upon discovery, but in any case no later than 3 months after delivery of the Goods to the Buyer.
8. The Buyer is obliged to make available all data enabling proper consideration of the claim, including the provision of all data enabling, among other things, full identification of the Goods, and, at the Vendor's request, to allow access to the place where the Goods are located and arrange for a place of possible repair.
9. The data to enable the claim to be handled correctly include:
 - a) claim report together with a description and photographs of the defects in the defective batch of Goods,
 - b) identification of the Goods in accordance with the Vendor's marking,
 - c) the Buyer is obliged to store the Goods subject to a claim in a proper manner, so that they are not damaged or missing, until the claim has been finally decided.
10. If only part of the Goods is defective, only that part shall be replaced or repaired or its price reduced.
11. If it is determined that a claim is unjustified, the Vendor may charge the Buyer with the costs connected with the verification of the claim, including quality control, transport, reloading, travel, accommodation and labour costs of the

persons investigating the claim and other costs justified in the investigation of the claim.

X. RETENTION OF TITLE:

1. Ownership of all the Vendor's Goods shall pass to the Buyer upon payment of the full price under the Contract. Until ownership passes to the Buyer, the Goods may not be subject to any pledge, registered pledge or other encumbrance.
2. Irrespective of the other rights indicated in the GSC, in the event of a breach of Contract by the Buyer, in particular in the event of a delay in payment, the Vendor shall be entitled to set the Buyer an additional final deadline for payment of no more than 14 days, and if the deadline expires ineffectively, the Vendor shall be entitled to submit a declaration of withdrawal from the Contract. In such a case, the Vendor is entitled to demand the immediate return of the Goods.
3. During the period before ownership of the Goods is transferred to the Buyer, the Buyer is obliged to store the Goods properly and to insure them against all risks of loss or deterioration.
4. If the Goods are processed by the Buyer or mixed with other items, the reservation of ownership by the Vendor shall be transferred to the processed item or the mixed items. In the case of processing, combination or mixing of the Goods with other items, the Vendor shall acquire the right of co-ownership in the newly created item in such proportion as results from the ratio of the value of the new item to the value resulting from the sales invoice. Reservations of ownership shall apply to the processed item to the same extent as to the original object of sale. In the case of combination or mixing with the main item, it shall be deemed agreed that the Buyer transfers joint ownership of the item to the Vendor and secures this right.

XI. INSURANCE, LIMITATION OF LIABILITY:

1. The Vendor holds a third-party liability insurance policy for their business activities.
2. The Vendor shall only be liable for damage resulting exclusively from their fault in connection with non-performance or improper performance of the Contract or the Order.
3. The Vendor shall not be liable for lost profits, indirect damages or losses of any kind incurred by the Buyer, including damages, contractual penalties that the Buyer will have to pay to a third party, nor for the Buyer's operating losses.
4. The total liability of the Vendor towards the Buyer, irrespective of its grounds, including claims, is limited to a maximum of the net value of the Goods delivered.

XII. CONFIDENTIALITY:

1. Any and all information obtained by the Buyer in connection with fulfilment of the Order, including in particular organisational, commercial and technical information concerning the Vendor and not made available to the public shall be considered by the Parties to be confidential information and shall not be disclosed to third parties. This obligation does not apply to situations in which the obligation to provide information results from mandatory provisions of law.
2. In particular, the Buyer undertakes to treat as confidential information concerning the volume of trade, prices applied by the Vendor and their reductions, specifications of the Goods, logistical arrangements, technological data, content of concluded contracts, agreements, etc.
3. The Buyer declares that it shall not use confidential information for purposes other than for the performance of the Order and that they shall ensure that such information is duly protected in accordance with its confidential nature.
4. The Buyer undertakes to inform all persons with access to confidential information of their obligation to keep it confidential and of the legal consequences of disclosing confidential information.
5. In the event of a breach of the Buyer's confidentiality provisions, the Vendor shall be entitled to charge a contractual penalty of PLN 5,000.00 for each case of breach.

XIII. FORCE MAJEURE:

1. Subject to the reservations arising from the GSC, neither Party shall be liable for non-performance or improper performance of obligations under the Contract if caused by force majeure events.
2. The Parties mutually undertake to inform each other promptly, however not later than within 7 days, of the occurrence of circumstances constituting force majeure, presenting evidence of their occurrence at the same time as well as information on the expected duration, effect on the fulfilment of the Order, in particular the length of time by which they anticipate the completion of the Order to be delayed.
3. The obligation to notify is not required where the occurrence of force majeure is generally known.

XIV. APPLICABLE LAW AND JURISDICTION:

1. In matters not regulated in the GSC, Polish law shall apply, including in particular the provisions of the Polish Civil Code.
2. Any contractual disputes arising in connection with the application of these GSC shall be settled by the common court having jurisdiction over the place of the Vendor's registered office.
3. Each Party irrevocably submits to the exclusive jurisdiction of the Polish courts.

XV. DATA PROTECTION:

1. The Parties acknowledge that, for the proper performance of contracts, personal data may be processed and shared between them in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) of 27 April 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 (Official Journal of the EU L 119 of 04.05.2016 hereinafter referred to as "GDPR").
2. Each Party independently decides on the purposes and means of the processing of personal data referred to in the preceding paragraph, and therefore each Party acts as an independent controller of personal data and is responsible for the processing of personal data in connection with the performance of contracts.
3. The Parties undertake to protect the personal data made available to each other in connection with the performance of contracts, including the implementation and application of technical and organisational measures to ensure an appropriate level of security of personal data in accordance with the relevant legislation.
4. The Buyer undertakes to inform the persons authorised to represent them in their dealings with the Vendor in the performance of contracts which business details they have provided and that:
 - a) their personal data (such as name, surname, position, business telephone number, or e-mail address) may be processed by Ultracore Polska sp. z o.o. , Police ul. Piotra i Pawła 1 as a data controller on the basis of a legitimate interest (on the basis of Article 6(1)(b), (c) and (f) of the GDPR) to the extent that this is necessary for the performance of the contract, including in particular to contact them for the purpose of performing the concluded contract, as well as for the purpose of possibly establishing, asserting and defending claims - until the expiry of the limitation period for claims
 - b) their personal data may be forwarded to entities that support the Vendor in the fulfilment of the aforementioned purposes, e.g. to advisory entities, including, upon request, to state authorities in connection with proceedings conducted by these authorities;
 - c) they have the right to access, correct, delete, restrict processing, lodge an objection and lodge a complaint with the supervisory authority, which in Poland is the President of the Office for Personal Data Protection;
 - d) the controller has appointed a Data Protection Officer (DPO), who can be contacted regarding the processing of personal data electronically at the following address: bozena.brozyna@ultracore.pl.

XVI INFORMATION OBLIGATION:

1. All correspondence of the Parties shall be in writing or in electronic form (hereinafter: e-mail) and delivered to the addresses of the Parties indicated respectively in the Order or the Order Confirmation.
2. The Parties undertake to inform each other of any change of address for correspondence.
3. If the aforementioned obligation is not met, the correspondence sent to the current address shall be deemed to have been duly served from the date of the first advice of delivery sent to the last known details or address of the Party.