GENERAL TERMS AND CONDITIONS OF SUPPLY AND SALE

of 25 October 2026

These General Terms and Conditions of Supply and Sale (hereinafter referred to as "**GTCs**") apply to all agreements of this kind concluded by the company operating as Gór-Stal sp. z o.o. with its registered office in Gorlice, entered in the Register of Businesses maintained by the District Court for Kraków-Śródmieście in Krakow, 12th Commercial Division of the National Court Register with KRS number: 0000166841, holder of REGON (statistical number): 852712117, NIP (tax identification number): 7381945154, with the share capital of PLN 5,000,000.00, hereinafter referred to as the "**Company**" or "**Gór-Stal**", or by other entities related to the Company or acting upon its instructions, with businesses, hereinafter referred to as "**Clients**", and they constitute an integral part of the concluded agreements.

The Client's model contracts may only apply insofar as they are not contrary to the provisions of these GTCs. Provisions deviating from these terms and conditions are not binding upon the Company unless the Company expressly agrees to their application in writing.

I. Definitions

The concepts named below will have the following meanings in these GTCSs and in the order confirmation:

"Confirmation of Order Acceptance":	A document issued by Gór-Stal confirming the terms and conditions of the contract, which specifies detailed conditions of Order performance, including, among others, quantity, kind, type of Goods, price, estimated date of Order completion, delivery date, form of the collection of Goods, delivery address (if Gór-Stal is to deliver the Goods to the place indicated by the Client) and other relevant provisions. The Confirmation of Order Acceptance signed by the Parties constitutes confirmation of the conclusion of a sale or supply agreement upon the terms and conditions set out therein.
"Force Majeure":	Any and all circumstances and phenomena which, in reasonable estimation, could not have been predicted or prevented, which are external to the parties to the contract and which are not caused by either of them or by any person for whom they are responsible. The following are, in particular, cases of force majeure: strikes, lock-outs or other industrial disputes (involving our own workforce or third parties), failures of energy sources or transport networks, fortuitous events, wars, terrorism, riots, commotions, interference by civil or military authorities, national or international disasters, armed conflicts, malicious damage, failures of machinery or equipment, radioactive, chemical or biological contamination, thunder, explosions, collapse of building structures, fires, floods, hurricanes, earthquakes, maritime losses, epidemics or similar events, natural disasters or extremely adverse weather conditions or failure of subcontractors to deliver the supplies necessary for the performance of the Order.
"Specification of Goods":	A document provided by the Client to the Company, containing a list of cuts and a specification of the type of panel and the type of profiling, if not specified in the Confirmation of Order Acceptance.
"Goods":	Construction and insulation products, construction and insulation systems or ancillary equipment to be supplied by Gór-Stal to the Client, as specified in detail in the Confirmation of Order Acceptance, in particular sandwich panels and thermal insulation panels.
"Client":	A legal person or a natural person operating a business as defined in the Confirmation of Order Acceptance who has placed an order for the purchase or supply of Goods.
"Order":	A Client's statement of intent made towards Gór-Stal in documentary, electronic or other form agreed by the parties, containing an offer to purchase or supply the Goods. The order specifies, in particular, the quantity, the type of Goods, the price, the preferred delivery date and other relevant terms and conditions of the transaction. The order constitutes a proposal to conclude a contract, which becomes

	binding upon the parties only when the Confirmation of Order Acceptance has been issued and signed by the parties.

II. Offer, conclusion of contract.

II.1. The Company's announcements, advertisements, price lists and other commercial information are in each case an invitation to negotiate and do not constitute an offer within the meaning of the Polish Civil Code unless it is clear from their content that they constitute an offer addressed to an individual person.

II.2. If no reply is sent to an offer, it does not constitute acceptance of the offer.

II.3. The conclusion of the Contract, any amendment or supplementation thereof, or withdrawal from the Contract shall require documentary form, failing which it shall be null and void. This requirement shall be deemed to have been satisfied only if a scanned copy or photograph of a document bearing the qualified handwritten signature of the authorised person, or a scanned copy of a document in PDF format bearing a handwritten signature, is sent by e-mail or by other means of electronic communication. The Parties may provide in the Contract for another form for performing factual and legal acts, including the exchange of scanned copies of documents bearing the signature of an authorised person.

II.4. Whenever an action “in writing” is referred to in these GTCs, the contract, the Confirmation of Order Acceptance or any other documentation related to the performance of the Order, it is assumed that this requirement is met by compliance with the documentary form referred to in item II.3 above unless a specific provision or mandatory provisions of law indicate otherwise. The wording "in writing" used in these GTCs is not equivalent to the written form within the meaning of Article 78 of the Polish Civil Code. In particular, documents in “JPG” or “PDF” format bearing a qualified signature shall be deemed to satisfy the documentary form requirement as the primary form of the document, as shall a scanned copy of a document in PDF format bearing a handwritten signature.

II.5. All statements of intent and knowledge sent via e-mail or using other means of electronic communication are deemed to have been effectively delivered as soon as they have been entered into the means of electronic communication in a way which enables the addressee to read their contents.

II.6. All documentation, including figures, cost estimates, offers, etc., must not be shared with third parties and is intended solely for the knowledge of the Client.

II.7. The Company is bound by the presented offer for 2 weeks counted from the date of its presentation unless otherwise specified in documentary form.

II.8. Pursuant to the sale agreement, Gór-Stal undertakes to transfer the ownership of the Goods to the Client and to release the Goods to the Client, and the Client undertakes to collect the Goods and to pay the agreed price to Gór-Stal.

II.9. In accordance with the supply agreement, Gór-Stal undertakes to manufacture and supply the Goods to the Client (unless the Client collects the Goods on its own), and the Client undertakes to collect the Goods and pay the agreed price for the Goods to Gór-Stal.

II.10. The sale agreement refers to the Goods manufactured or purchased by Gór-Stal and stored in the warehouse or elsewhere, and the supply agreement refers to the Goods which will be manufactured by Gór-Stal to the individual order of the Client.

II.11. The sale agreement or supply agreement of the Goods is concluded when the Client has signed and returned to Gór-Stal via e-mail or other means of electronic communication a scanned copy or a photograph of the Confirmation of Order Acceptance.

II.12. In the event of material changes to the production capacity or availability of raw materials during the period between the issue of the Confirmation of Order Acceptance and the receipt by Gór-Stal of the signed Confirmation of Order Acceptance from the Client, the Company reserves the right to unilaterally update (extend) the completion date. In such case, Gór-

Stal will immediately send a new print of the Confirmation of Order Acceptance to the Client, with the specification of a new estimated date of Order performance, which will fully replace the previous Confirmation of Order Acceptance.

II.13. The date of conclusion of the contract is the date on which the Client delivers the signed Confirmation of Order Acceptance to Gór-Stal.

II.14. Objections and comments to the contents of the Confirmation of Order Acceptance made by the Client in this Confirmation of Order Acceptance are deemed to be binding after their acceptance by the Company in the form of another Confirmation of Order Acceptance. If the Company does not accept the Client's objections and comments to the contents of the Confirmation of Order Acceptance, the Contract is deemed not to have been concluded.

II.15. The Client is responsible for the correctness of the information furnished by it at the stage of placing the Order and for providing Gór-Stal with further necessary information concerning the Goods in time to enable Gór-Stal to perform the sale or supply agreement in accordance with its terms and conditions. The Client is obliged to provide immediately, not later than within the time limit indicated by Gór-Stal in the Confirmation of Order Acceptance, all the information necessary to complete the order, including to provide Gór-Stal with the Specification of Goods.

II.16. Employees or agents of Gór-Stal are not authorised to make representations or warranties concerning the Goods unless confirmed in writing by Gór-Stal. Also, any recommendations or advice given to the Client by employees or agents of Gór-Stal as to the storage, application, installation or use of the Goods are not binding unless confirmed by Gór-Stal in writing, and without express written confirmation of these conditions by Gór-Stal they should only be followed at the Client's risk.

III. Prices, terms of payment, interest for late payment.

III.1. The agreed prices are based on the cost factors applicable on the date of the contract (which include, among other things, the cost of raw materials, salaries and wages, energy costs, customs duties, public charges, exchange rates, etc.) and are always quoted exclusive of value added tax (VAT). These prices are quoted on an ex-factory or ex-warehouse basis (the Company's factory or warehouse) or, in the case of imports, ex-exporter's warehouse unless otherwise specified in the agreement.

III.2. The selling price or supply price specified for the Client at the stage preceding the conclusion of the sale or supply agreement is valid for the period of validity of the offer. After the expiry of the aforementioned period, Gór-Stal will determine a new price or confirm the price given in the offer.

III.3. Regardless of the provisions of item V.7.(2), if, during the period between the conclusion of the agreement and the delivery of the goods, the cost factors have changed and it has not been possible to commence the performance of the Order within one month from the date of signing of the Confirmation of Order Acceptance for reasons attributable to the Client, the Company is authorised to unilaterally change the price, taking into account the degree of such change unless different arrangements have been made in documentary form.

III.4. A non-refundable advance or a refundable advance are to be paid in the amount specified by Gór-Stal in the Confirmation of Order Acceptance or in the pro-forma invoice, within 14 days counted from the date of sending back to Gór-Stal the Confirmation of Order Acceptance or within 14 days counted from the date of issuing the pro-forma invoice by Gór-Stal, or at a different date specified by Gór-Stal in the Confirmation of Order Acceptance or in the pro-forma invoice.

III.5. Costs related to packaging (in particular in the case of coated materials, or in the case of special quantities/sizes), specific labelling or division of the goods, marking or positioning work, and costs related to obtaining special permits from the road authorities for the transport of the goods, etc., are not included in the agreed price. These costs are charged separately and are borne by the Client unless otherwise specified in the contract.

III.6. The Company is entitled to demand from the Client, at its discretion, a non-refundable advance payment, a refundable advance payment or other security for claims under the contract.

III.7. The Company is authorised to claim the payment of the price specified in the invoice as soon as the Client has collected the delivery of the ordered goods. The parties may agree on a different date for payment of the price. If the goods are

delivered in parts, the obligation to pay the price arises successively upon delivery of each consecutive batch of goods unless the parties have agreed otherwise. If the Client does not collect the Goods reported by Gór-Stal as ready for delivery, then the failure to collect the Goods does not release the Client from the obligation to pay the price for the ordered Goods.

III.8. The date of payment of the price is deemed to be the date on which the funds are credited to Gór-Stal's account.

III.9. If, on the basis of information obtained by the Company, it is likely that the Client will not pay the price on the agreed date, all claims of the Company against the Client arising from the concluded contracts become due. In such a case, the Company will immediately inform the Client about the information it has obtained regarding the above circumstances and may make further performance of the concluded contracts conditional upon prior payment or submission by the Client of additional security for the Company's claims under the concluded contracts. In such a case, the Company is also entitled to withdraw from contracts already concluded but not yet performed within 90 days from the date of receipt of the information referred to in the first sentence.

III.10. Should the Client be late with any payment to the Company, Gór-Stal has the right:

1) to set off any payment made by the Client to Gór-Stal against the delayed payment at the discretion of Gór-Stal; or

2) to suspend the performance of orders for the Client; or

3) to withdraw from the sale agreement or supply agreement, after prior requesting the Client to make payment and having set an additional period of at least 3 days from the date of the request for full payment. Gór-Stal may make such a request in writing or by e-mail. Gór-Stal may exercise the right to withdraw from the supply or sale agreement within 6 months counted from the expiry of the additionally set deadline for payment.

III.11. If the Client pays the price with delay, the delivery date of the Goods will be extended proportionately to the period of the Client's delay in payment.

III.12. The payment by the Client of a non-refundable advance or refundable advance after the date specified in the Confirmation of Order Acceptance or in the pro-forma invoice for the price of the Goods to be produced by Gór-Stal may result in the postponement of the order completion date proportionally to the period of the Client's delay in paying the non-refundable or refundable advance or by a longer date due to the lack of possibility to include the Client's order in the current production plan; in such case, Gór-Stal will inform the Client and will indicate the updated production date and delivery date.

III.13. In case Gór-Stal grants the Client a credit limit up to a certain amount (trade credit) and the Client has not supplemented the granted credit limit after exceeding it within the period indicated by Gór-Stal or if the funds remaining from the credit limit are not sufficient to complete the order, Gór-Stal has the right:

1) to suspend the production or delivery of all Goods which Gór-Stal is obliged to produce or deliver under any contract concluded with the Client until the Client has paid the outstanding price or supplemented the credit limit granted to the Client,

2) to charge interest at the statutory interest rate for late payments in commercial transactions from the day following the expiry of the deadline for supplementing the credit limit unless the parties have agreed on a different interest rate in the agreement,

3) to withdraw from the sale agreement or supply agreement to the extent not fulfilled due to lack of funds, after having requested the Client to replenish the credit limit and having set an additional time limit of at least 3 days from the date of the request for payment. Gór-Stal may make such a request in writing or via e-mail. Gór-Stal may exercise its right to withdraw from the supply agreement or sale agreement within a period of 6 months counted from the expiry of the additional time limit for payment.

III.14. Trade credit can consist of:

1) granting the Client a credit limit up to a certain amount, which means the Client's entitlement to place an order for the Goods without the obligation to pay the full price on the conclusion date of the sale agreement or supply agreement, or on the date of commencement of manufacture by Gór-Stal;

2) granting the Client a credit limit up to a certain amount, which means the Client's entitlement to place an order for the Goods and to collect the delivery of the Goods prior to the payment of the full price.

III.15. The Company is entitled to change the amount of trade credit granted or to revoke the trade credit granted at any time, in particular if it has doubts as to the solvency of the Client. Gór-Stal will inform the Client of any change or withdrawal of trade credit.

III.16. Clients who have not received a positive credit limit decision and those whose credit limit has been cancelled by the Insurer during the period between the placement of the order and its collection will be obliged to pay the full price for the order before collection.

III.17. The Client has no right to set off its receivables against those of the Company.

III.18. The Client is obliged to pay for the Goods within the agreed time limit, also in the event when it has filed a complaint about the Goods.

III.19. The Company has the right to assign its claims against the Client to third parties.

IV. Reservation of the ownership right

IV.1. The Company may reserve the ownership of the Goods to be delivered until the payment of the full agreed price by the Client if, in the opinion of the Company, such reservation is necessary to secure the payment of the price and the Client does not offer any other means of security which would be credible in the opinion of the Company.

IV.2. The reservation of the ownership right will be stated in the Company's offer or in the Confirmation of Order Acceptance, and it is binding upon the Client if it does not notify the Company immediately of its withdrawal from the order for this reason.

IV.3. From the commencement of bankruptcy or composition proceedings against the Client, the Client is obliged to mark the Goods in a way which indicates the existence of the reservation of the ownership right in favour of the Company. In case the Goods owned by the Company have been seized in the course of enforcement proceedings against the Client's assets, the Client is obliged to inform the Company about this fact immediately and to cooperate with the Company in the exercise of its rights against the party who has seized the Goods within the limits of all available means. At the Company's request, the Client is obliged to immediately provide all information about the location where the Goods subject to the reservation of ownership are stored. The Company is authorised to inspect the Goods at the place where they are located and to take them back if its ownership right is threatened by someone else's actions.

IV.4. The Client bears the risk of accidental loss of or damage to the Goods during the period between their delivery and the transfer of the ownership of the Goods to it. The Client is bound to conclude an insurance contract in respect of the Goods for the benefit of the Company where this insurance should be against accidental loss of or damage to the Goods for the specified term up to a sum equivalent to the full value of the Goods. Alternatively, the Client may assign to the Company all rights under the insurance contract concluded in favour of the Client and claims against third parties responsible for damage or destruction of the Goods. The Client is obliged to send to the Company a copy of the insurance policy for the Goods immediately after receiving it and will also notify the insurance company of the disposal of the claim under the insurance contract in favour of the Company and will send a copy of such a notification to the Company immediately.

IV.5. When collecting the Goods with the reserved ownership right, the Client is obliged to present a written confirmation of the existence of the reservation of the ownership right each time.

IV.6. The Company authorises the Client to further dispose of the Goods subject to the reservation of ownership as part of its business provided that at the same time the Client makes an effective assignment to the Company of its claim against the

further purchaser of the Goods for payment of the price; the assignment secures the Company's claim for the payment of the selling price by the Client and will not release the Client from the obligation to pay the remaining part of the price; in the event of further disposal of the Goods, the Client is obliged to immediately inform the Company of who the further purchaser is. If the Client intends to combine the delivered Goods with a property in such a way that they are to become part of that property, the Client is first obliged to provide the Company with other security for the claim for the payment of the price, in particular a surety from the owner of the property or an assignment of the Client's claims from the investor.

V. Order processing and receipt of Goods.

V.1. The commencement of order performance will not occur earlier than after the payment by the Client of a non-refundable or refundable advance and upon furnishing the approved Specification of Goods (which consists of a list of cuts and identification of a panel type as well as kind of profiling if not specified in the Confirmation of Order Acceptance) to Gór-Stal. If the Client fails to pay the non-refundable or refundable advance within the specified time limit or in the amount indicated by Gór-Stal, or fails to hand over the Specification of Goods, Gór-Stal may withdraw from the sale agreement or supply agreement through the Client's fault within 90 days counted from the lapse of the time limit for the payment of the non-refundable or refundable advance or the prescribed time limit for handing over the Specification of Goods. If a trade credit is granted to the Client, it does not release the Client from the obligation to pay a non-refundable or refundable advance to Gór-Stal unless the Client is released from this obligation by Gór-Stal.

V.2. The Specification of the Goods should be provided by the Client to Gór-Stal within 14 days counted from the date of sending back the Confirmation of Order Acceptance to Gór-Stal or within another time limit specified by Gór-Stal in the Confirmation of Order Acceptance.

V.3. The quantity (m2) of the goods is counted as the total of the quantity (m2) of a single item rounded to two decimal points.

V.4. The order completion date is specified by Gór-Stal each time in the Confirmation of Order Acceptance. At the Client's request, Gór-Stal may extend the order completion date if the Goods have not been manufactured yet.

V.5. The completion time may be extended as a result of delays in the delivery of a raw material or assortments necessary for the manufacture of the Goods. Gór-Stal will immediately notify the Client of such delay and will indicate a new planned date for the completion of the Order. The Client is not entitled to any claims against Gór-Stal caused by delays in the delivery of the raw material or assortment necessary for the manufacture of the Goods.

V.6. The Company is not liable for non-performance or improper performance of its obligations (including for delay in relation to the Order completion date) if this is a consequence of the acts or omissions of third parties from whom the Company procures raw materials or Goods.

V.7. Furthermore, due to considerable fluctuations in the prices of raw materials and chemicals necessary for the manufacture of the Goods covered by the Order, Gór-Stal has the right to unilaterally:

1) extend the completion date by no more than 30 days and

2) increase the selling price of products by a maximum of 10 %.

The right referred to above is exercised by notifying the Client either in writing or via e-mail, and such notification is effective upon its delivery to the Client.

V.8. The order completion date (date of the fulfilment of the Company's performance) specified by Gór-Stal refers to the moment when the Goods are ready to be delivered to the Client from the Company's plant or warehouse. The agreed order completion time begins on the date of the combined fulfilment of the conditions referred to in item V.1. above and, in the event of subsequent changes to the original order, on the date of confirmation of such changes by the Company.

V.9. If the product has been ordered in quantities below the production minimum (for sandwich panels in steel cladding it is 200 m2, and for TermPIR thermal insulation panels it is 300 m2 of panels of one size, coating, cut and thickness), Gór-Stal

reserves the right to extend the completion date, charge a production start-up fee in the amount of PLN 2,000, and add an additional delivery charge in the event of delivery ex the Client's warehouse.

V.10. In the event that the Technical Department of Gór-Stal performs the Specification of Goods at the Client's request, including the list of cuts, Gór-Stal reserves the right to unilaterally change the order completion date if technical consultations with the Client are prolonged and/or if the Client fails to provide the documents required for the execution of the order until the determined deadline.

V.11. The Client may request a change to the type of panel (which should be understood as the type of profiling, type of lock, modular width) no later than 14 days before the scheduled production date. In the case of a request for a change of panel type, the Company may:

1) refuse to change and produce the panels in accordance with the existing Specification of Goods; or

2) if the change has been accepted, extend the Order completion date by an appropriate period.

V.12. In the event of a change to the Specification of Goods, as referred to in item V.11 above, if the change affects the price, Gór-Stal will immediately notify the Client of the new price. When changing the Specification of Goods, the Client agrees to the change of the price by Gór-Stal and undertakes to pay the changed price.

V.13. The Client is obliged to collect the ordered Goods at the date given in the Confirmation of Order Acceptance, after receiving information from Gór-Stal that the Goods are ready for release. In the event of delay in the collection of the Goods by more than 7 days from the date specified in the Confirmation of Order Acceptance or the date of notification that the Goods are ready for delivery (whichever occurs later), the Company may:

1) store the Goods until they are collected by the Client; this includes the transfer to an external warehouse for storage and charging the costs of storing the Goods to the Client (including insurance costs);

2) charge to the Client a contractual penalty in the amount of 0.5% of the gross value of the stored goods which were collected by the Client with delay for each day of delay. The contractual penalty will be payable based on a debit note within 7 days from the date of issue;

3) sell the Goods at the best price easily available and (after deducting all reasonable expenses of storage, insurance and sale) charge the resulting difference to the Client after the expiry of one month from the date specified in the Confirmation of Order Acceptance or the date of notification that the Goods are ready for delivery (whichever occurs later) in order to supplement the due payment to the price specified in the Confirmation of Order Acceptance;

4) In the case of Goods manufactured by Gór-Stal according to individual guidelines or recommendations of the Client, in addition to the rights described in items 1) - 3) above, Gór-Stal also has the right to claim reimbursement of all costs associated with the manufacture of non-standard Goods which have not been collected by the Client;

5) withdraw from the agreement within one year from the date specified in the Confirmation of Order Acceptance or the date of notification of readiness to deliver the Goods (whichever occurs later).

V.14. If the size (quantity) of the ordered Goods is to change during the course of the order at the Client’s request, the Company is entitled to (at its discretion):

1) if the order is increased:

a) add an additional quantity of the Goods to the order and determine the price of the additional quantity of Goods ordered at the prices on the date of execution of the additional order if this price is higher than the prices specified in the agreement; otherwise, the Company may determine the price of the additional order at the prices stipulated in the agreement;

b) refuse to increase the order.

2) If the order is reduced, the Company may:

a) refuse to reduce the order;

b) withdraw from the agreement within 14 days of the reduction of the order;

c) release a smaller quantity of the ordered Goods and settle the delivered quantity at the prices applicable on the day of release of the Goods if they are higher than those previously agreed upon, and otherwise settle the order at the agreed prices. This adjustment is intended, in particular, to cover the costs of production start-up, preparation of non-standard materials and lost profits which were included in the original volume. The Client may immediately (no later than within 3 business days of the receipt of information on the higher price) object to the settlement of the quantity of the delivered goods at the higher price; if an objection is raised, the order will be executed in the original scope, in the quantity resulting from the Confirmation of Order Acceptance.

V.15. Furthermore, in the event of a change in the order as described above in the scope of the quantity of Goods, the Company is entitled to unilaterally change the previously agreed transport costs, regardless of whether they form part of the agreed price or are billed separately as per the amended terms of the order.

V.16. The time limit for delivery of the manufactured goods is 3 business days from the date of payment by the Client to Gór-Stal of the entire price agreed in the Confirmation of Order Acceptance unless the parties have agreed to a different time limit for the payment of the price, in which case it is 3 business days from the date of notification to the Client that the goods are ready for delivery. For oversized loads which exceed the length of 13.50 m, the above time limit will be extended to 7 business days.

V.17. The Client may not refuse to accept partial performance. The purchase price for a part of the completed Order is due regardless of the completion date of the rest of the ordered Goods.

V.18. The standard Order for undercut sandwich panels in steel cladding does not include an "undercut cleaning" service, because this is charged extra. If this service is ordered, the completion time for the entire Order is extended and it is determined individually.

VI. Place of performance, transport of the Goods, transfer of risk of damage to or loss of the Goods

VI.1. Unless otherwise stated in the Confirmation of Order Acceptance, the performance of the agreement by Gór-Stal always takes place ex works or ex warehouse of the Company, and in the case of imports, ex warehouse of the exporter abroad.

VI.2. The risk of accidental destruction of or damage to the Goods passes to the Client as soon as the Goods are handed over to the forwarder or carrier. This identification of the moment of transfer of risk also applies to situations where, based on prior agreements, the Company has undertaken to ship the Goods on its own to a location in the country or abroad designated by the Client (e.g. delivery of Goods to a construction site).

VI.3. Gór-Stal delivers the Goods to the delivery address specified by the Client and confirmed by Gór-Stal in the Confirmation of Order Acceptance. In the event that the Client has special requirements as to vehicles or there are any restrictions on the size of the vehicle used for deliveries at the place of delivery (for example, vehicle length, vehicle height, vehicle weight), the Client must present such comments to Gór-Stal at the stage preceding the conclusion of the supply or sale agreement. If the Client does not make any comments to Gór-Stal as to the detailed terms of delivery, it is deemed that there are no restrictions on the delivery of the Goods to the place indicated by the Client.

VI.4. If it is possible for Gór-Stal to take into account the detailed delivery terms specified by the Client, as referred to in the item above, Gór-Stal will confirm these detailed delivery terms in the Confirmation of Order Acceptance, and if it is not possible to confirm them, Gór-Stal will notify the Client thereof in order to obtain information whether it intends to conclude a sale or supply agreement with Gór-Stal even though it is impossible to take into account the specific delivery terms. The Client should agree with Gór-Stal the terms and conditions of delivery within 7 days from the date of receiving information from Gór-Stal that it is not possible to take into account the detailed terms and conditions of delivery of the

Goods to the place of receipt of the Goods by the Client, and after the ineffective expiry of this period, it is deemed that the Client has waived its intention to conclude a sale or supply agreement with Gór-Stal.

VI.5. In the event the Client fails to collect the Goods at the place of unloading or fails to provide the relevant instructions for delivery to Gór-Stal within the time limit set for delivery, then Gór-Stal, at its sole discretion, may:

1) store the Goods until the actual delivery, including transfer them to an external warehouse and charge the costs of storing the Goods to the Client (including insurance costs);

2) charge to the Client a contractual penalty in the amount of 0.5% of the gross value of the stored goods with the collection of which the Client is delayed, for each day of delay. The contractual penalty will be paid based on a debit note within 7 days from the date of issue;

3) sell the Goods at the best price easily available and (after deducting all reasonable expenses related to storage, insurance and sale) charge the resulting difference to the Client in order to make up the payment due to the price specified in the Confirmation of Order Acceptance;

4) In the case of Goods manufactured by Gór-Stal according to individual guidelines or recommendations of the Client, in addition to the rights described in items 1) - 3) above, Gór-Stal also has the right to claim the reimbursement of all costs associated with the manufacture of non-standard Goods, which have not been collected by the Client;

5) withdraw from the agreement within one year of the expiry of the time limit set for delivery.

VI.6. The Client is responsible for ensuring proper access conditions for vehicles carrying the Goods within the designated unloading area. Any and all additional costs resulting from difficult conditions at the unloading site, such as black ice, icing, snow, the need to use an extra tool, etc., are borne by the Client.

VI.7. If the Goods are collected at the registered office of Gór-Stal, upon receiving information that the Goods are ready for collection, the Client shall indicate the exact date on which the carrier's vehicle is to arrive. The Client shall provide the registration numbers of the trucks to be provided for loading and the details of the person authorised to collect the Goods. The Client shall indicate, in electronic or written correspondence, the first and last name of a person acting on behalf of another entity – a carrier hired by the Client – together with that person's e-mail address and telephone number for the purpose of sending correspondence by SMS or via the WhatsApp application, who is authorised to collect the Goods on behalf of the Client at the Client's cost and risk. Such person shall be obliged to sign the collection documents presented by Gór-Stal, with or without reservations, and to take photographic documentation of any defects in the Goods existing at the time of collection, failing which the Client shall forfeit any claims in respect of defects in the delivered Goods, and to send such documentation in accordance with the provisions of item VI.14 below. The collection documents may be sent by e-mail, SMS or via the WhatsApp application. If no such person is indicated, Gór-Stal shall be entitled to withhold delivery of the Goods until the Client indicates such person.The Client is obliged to specify the person authorised to collect the Goods and to indicate the exact delivery address if Gór-Stal is to deliver the Goods to the location indicated by the Client.

VI.8. The Client shall indicate the person authorised to collect the Goods and the exact delivery address if Gór-Stal is to deliver the Goods to the location indicated by the Client. The Client shall indicate, in electronic or written correspondence, the first and last name of a person acting on behalf of another entity – a carrier hired by the Client – together with that person's e-mail address and telephone number for the purpose of sending correspondence by SMS or via the WhatsApp application, who is authorised to collect the Goods on behalf of the Client at the Client's cost and risk. Such person shall be obliged to sign the collection documents presented by Gór-Stal, with or without reservations, and to take photographic documentation of any defects in the Goods existing at the time of collection, failing which the Client shall forfeit any claims in respect of defects in the delivered Goods, and to send such documentation in accordance with the provisions of item VI.14 below. The collection documents may be sent by e-mail, SMS or via the WhatsApp application.

VI.9. Should the Client fail to provide access conditions and/or the relevant permit:

1) Gór-Stal is entitled to withhold transport until the Client has complied with the aforementioned obligations. If Gór-Stal attempts to deliver the goods, the Client will be charged with all resulting costs, including transport costs, reloading and loading costs, storage costs and fees;

2) failure to deliver at the scheduled time is deemed to be attributed to circumstances for which the Client is solely responsible;

3) The Client will be charged a contractual penalty for delay in the collection of the goods in the amount of 0.5% of the gross value of the goods in stock due to non-delivery, for each day of delay. The penalty will be calculated up to the date of the scheduled delivery for the collection of the goods by the Client;

4) Apart from ensuring access conditions and/or the relevant permit, it is a condition for the commencement of any attempt to redeliver the goods that the amounts mentioned in items 1 and 3 have been fully paid.

VI.10. If the delivery is impossible through the fault of the Client, Gór-Stal is not in default or delayed with the fulfilment of the order. In such a case, the order completion date specified in the Confirmation of Order Acceptance does not apply and Gór-Stal will set a new delivery date after receiving information from the Client that access conditions and/or a relevant permit have been ensured.

VI.11. The Client will provide unloading by means of a crane, forklift trucks and other equipment necessary for this purpose as well as personnel for unloading. The parties agree that both unloading equipment and fitters acting on behalf of and for the Client are obliged to wait for the arrival of goods up to 6 hours after the time agreed for their arrival at the destination; the additional costs arising in this case are borne by the Client.

VI.12. The Client is solely responsible for any damage that may occur during the unloading of the Goods.

VI.13. The Client is obliged to inspect the Goods in terms of quantity and quality upon delivery, and will identify any discrepancies and observations in a report drawn up upon the delivery of the Goods.

VI.14. The Client shall inspect the Goods with regard to quantity and quality upon delivery and shall record any discrepancies and comments in a report prepared at the time of delivery, and shall attach to the report photographic documentation of any defects existing at the time of collection of the Goods, failing which the Client shall forfeit any claims in respect of defects in the delivered Goods. The Client's representative may report defects in the Goods by electronic means of communication to the e-mail address: reklamacje@gor-stal.pl, or by mobile telephone at +48 721 790 842.

VI.15. The Customer is responsible for ensuring that the panels are unloaded in accordance with Gór-Stal's guidelines and applicable health and safety regulations.

VI.16. Gór-Stal will not be liable for damage resulting from improper storage of products, in particular for damage resulting from flooded or wet products. Guidelines regarding the storage and transport of sandwich panels are included in the assembly instructions available on Gór-Stal's website at https://gor-stal.pl/files/docs/Instrukcja-montazu-plyt-warstwowych_En.pdf

VI.17. The Client is obliged to read all instructions concerning the Goods, including those relating to Goods manufactured by a third party. The guidelines and instructions are not a substitute for technical construction expertise and must not constitute the grounds for any claims against the Company.

VI.18. The Client shall comply with the template of the "Terms and Conditions of the Transport Order" attached to these General Terms and Conditions of Sale and Delivery (OWDiS).

VII. Withdrawal from the agreement

VII.1. In the event of the Company's delay in rendering its performance, after giving the Company an appropriate additional time for the performance of the agreement of at least 30 days, the Client may withdraw from the agreement provided that the Goods have not been declared by the Company as ready for delivery until the date on which the additional time expires. This right expires 30 days after the date on which the additional period for performance of the agreement has lapsed. If the delay in rendering the performance is caused by the subcontractor's delay, at the request of the Client the Company is obliged to immediately assign to the Client all claims against the subcontractor up to the amount of the loss suffered by the Client. In such a case, the Company is released from liability for delayed performance.

VII.2. In any event of withdrawal from the agreement by Gór-Stal for reasons attributable to the Client, Gór-Stal is entitled to claim reimbursement of all costs incurred in connection with the withdrawal from the agreement as well as the contractual penalty accrued up to the date of withdrawal for the storage of the Goods covered by the order.

VII.3. In the event Gór-Stal withdraws from the sale or supply agreement on the grounds of these GCTs or the provisions of law, Gór-Stal is entitled to charge to the Client a contractual penalty in the amount of 10% of the gross value of the goods and services concerned by the withdrawal, with the proviso that Gór-Stal has the right to claim damages if the suffered loss is in excess of the charged contractual penalty.

VII.4. If non-standard Goods are ordered, in particular if the Goods are ordered with cladding in a colour other than RAL 3000, 5010, 6011, 8017, 7016, 7035, 9002, 9006, 9007, 9010, in the event of withdrawal from the agreement the Client is obliged to:

1) reimburse the costs of ordering materials if the Goods have not yet been produced to the Company;

2) reimburse the Company for the entire cost of manufacture and/or purchase of the Goods if, at the time of withdrawal, the Company has commenced the manufacture of the Goods or has ordered them from third parties.

VIII. Force majeure

Neither party is liable for non-performance or improper performance of contractual obligations if it is caused by Force Majeure. In such a case, the Client may request that the Company should declare whether it withdraws from the agreement or whether it will render its performance within a reasonable time after the obstacles have ceased to exist. In the absence of such a declaration, the Client may withdraw from the agreement.

IX. Documentation and calculations prepared by the Company.

If based on a contract or a supplementary agreement the Company is obliged to produce documents, site plans, static calculations, the Specification of Goods or other types of plans, drawings, calculations, the following provisions will apply:

1) The Client is obliged to provide the Company with all information necessary for the proper performance of the agreement and is fully accountable for the accuracy of the provided information.

2) The Company is not obliged to verify the information, including materials and data, provided by the Client.

3) The Client is obliged to check the measurements and quantities given in the plans and/or drawings and to confirm the conformity of the supplied plans, static calculations, drawings, etc. in documentary form.

4) The documentation submitted by the Company, which includes static calculations, may only be used after it has been verified by a competent person having the relevant design licence and acting on behalf of or as instructed by the Client (e.g. a site designer or site engineer)

5) Within 5 business days of the receipt of the Specification of Goods executed by the Company, the Client will verify it and confirm it or make reservations to it. Upon the approval of the Specification of Goods, the Client has no claims against Gór-Stal with respect to any errors in the Specification of Goods. If the Specification of Goods is not confirmed by the Client, Gór-Stal will withhold the performance of the order.

6) In the case of the execution of the Specification of Goods by Gór-Stal, the term for the completion of the Order should be calculated, subject to the other provisions of items V.1. and V.6., from the date of the approval of the Specification of Goods by the Client.

X. Warranty and complaints.

X.1. The company reserves the right to modify the technical parameters in comparison to the data given in the descriptions provided in the brochures, drawings and other advertising materials as well as in the technical catalogues, due to the constant upgrading of products to increase their utility value.

X.2. The Company is bound by the technical parameters after express written agreement with the Client, which is an assurance of the properties of the sold Goods. The technical parameters provided in the technical catalogues do not constitute an element of the offer within the meaning of the law. The manufacturer's guidelines concerning the proper application of the Company's products are not a substitute for technical building knowledge and cannot provide grounds for any claims against Gór-Stal.

X.3. The Company warrants that the supplied Goods comply with the principles of modern technology, including the requirements set out by the relevant permits in this respect, as well as the contractual arrangements made with the Client. Furthermore, the Company warrants that the Goods will function without interference if used as intended in normal Central European climate and weather conditions, without exposure to direct sea water and excessive UV radiation, and free from the effects of intensive chemical compounds. With regard to all values and dimensions of the Goods included in the relevant permits and in the agreement, the Client should take into account the customary or standardised limits of permissible deviations (tolerances), unless otherwise agreed.

X.4. Gór-Stal does not guarantee the same shades of RAL colours if various types of Goods are ordered/combined, including sandwich panels of different widths, panels with a mineral wool core, flashings, panels made of metal sheet of various thickness and it does not guarantee the same shades of RAL colours or identical depth of profiling embossing when particular Goods come from different production batches. Also, Gór-Stal does not guarantee the same RAL colour shades for the external and internal surface of steel cladding of a sandwich panel nor for panels which differ in thickness, lock type, modular width, profiling. The difference in shades cannot constitute grounds for warranty claims.

X.5. The parties allow for differences in the shade of colour of the Goods, which may occur in the event of delivery of individual batches of Goods separately, as well as in the event of delivery of Goods of different production dates and sheet thickness. The Company is not responsible for colour differences between Goods of the same RAL colour from different production batches. The Client undertakes to install such Goods on separate walls and accepts the possibility of colour differences, thus waiving any claims in this respect.

X.6. The Client will not be entitled to warranty claims for products damaged during unloading, on site or during installation.

X.7. The Client loses its warranty rights in respect of the cut Goods if the Goods were cut after their release to the Client.

X.8. Gór-Stal informs that corrugations and indentations may occur on panels without profiling, embossing may also be visible, and the values of deviations in flatness may exceed the range specified in the PN-EN 14509:2013 standard: no complaints on these grounds will be accepted.

X.9. Rights under the warranty expire with the lapse of 6 months from the date of delivery of the Goods to the Client. Complaints regarding defects discovered during the examination of the Goods should be made immediately, no later than within 5 business days of the delivery of the Goods. Defects which can only be recognised during the use of the Goods (so-called latent defects) should be reported as soon as they become apparent, but no later than within 5 business days of their

discovery, under pain of losing warranty rights. The date of filing a complaint with the Company is decisive for the determination that the deadline for the reporting of a defect has been complied with. In each case, complaints should be lodged through an appropriate form on the Gór-Stal website at www.gor-stal.pl or with one's sales representative in documentary form or by e-mail or otherwise they will be null and void. Complaints must contain a detailed description of the type of defect.

X.10. The prerequisite for the exercise of warranty rights by the Client is that the Client follows the rules of conduct mentioned below:

1) The goods must be stored, treated and processed in accordance with all the relevant applicable specialist requirements, in particular the requirements of the technical documentation (permits) and generally accepted technical rules,

2) in the event of a defect, the treating and processing of the Goods must be immediately discontinued; the Goods must be made available to the Company for inspection and, if the Company so requests, samples of the Goods to which the complaint refers must be provided.

X.11. The Client will notify Gór-Stal of any defect in quantity or quality within 5 business days of the arrival of each delivery of Goods based on which the Client claims that the Goods delivered do not meet the requirements of the Specification of Goods and which should be apparent upon reasonable inspection.

X.12. The Goods reported by the Client to be defective may not be installed until Gór-Stal has considered the complaint. Complaints about the Goods must be made before their installation. The installed Goods are deemed to be free from defects and reports made after the Goods have been installed will not be accepted unless the defect has become apparent later (latent defect).

X.13. If the Goods reported to be defective are installed after a defect has occurred, the Client will lose its warranty rights.

X.14. Gór-Stal undertakes to consider the warranty complaint within 14 days from the date of receipt of the complaint in the form provided for in item X.9. Gór-Stal may extend the time limit for considering a complaint if it is necessary to assess its validity.

X.15. In the event a complaint made in accordance with these GTCs is accepted, the Company is entitled to either repair the defective Goods or to supply new Goods free from defects at its discretion. If the Company declares that it is impossible or uneconomic for it to repair or supply new Goods, the Client may demand that the purchasing price be reduced or it may withdraw from the agreement. In such a case, the parties' claims for damages are limited to the return of mutually rendered performances.

X.16. The Company's liability under warranty is limited only to Goods stored or installed in the territory of the Republic of Poland. Even if the Goods have been taken by the Client outside Poland, the Company may decide to consider the complaint.

X.17. In the event of quality defects in Goods which were not manufactured directly by Gór-Stal, but were acquired by the Company from third parties for resale, the Company's liability under the warranty for physical defects in these Goods is excluded entirely. In such a case, the Company will provide the Client with the guarantee documents issued by the manufacturer (if issued) and undertakes to support the Client in the complaints process against the manufacturer.

X.18. The strict compliance with the rules of conduct and instructions referred to in item VI.16 is a prerequisite for maintaining warranty rights. Failure to comply with the obligation to read the instructions or acting contrary to their contents (including the instructions of third parties) will result in the loss of warranty rights.

X.19. Gór-Stal does not bear liability for defects of the Goods, including under warranty, in relation to the Goods that are not collected by the Client within two months from the date of sending information by Gór-Stal about the readiness to release the Goods.

X.20. If Gór-Stal accepts the Client's warranty claim, the Company reserves the right to manufacture Goods free of defects from materials currently used in the manufacture of the Goods to which the complaint refers. In view of the foregoing, the newly

manufactured Goods may differ in shade from the Goods previously produced, which does not constitute grounds for the Client to refuse to accept delivery of and to complain about such Goods.

X.21. The provisions of item X of the GTCs also apply accordingly if the Company provides a guarantee for the Goods.

X.22. The parties may exclude the application of the provisions regarding warranty for product defects in their agreement.

XI. Compensation.

The Company is liable for damage resulting from non-performance or improper performance of the agreement if the damage is caused intentionally or through gross negligence by the Company or persons for whom it is responsible. The amount of compensation claims is limited to the value of the subject matter of the agreement.

XII. Other provisions.

XII.1. The provisions of the agreement may only be amended in documentary form or otherwise amendments will be null and void.

XII.2. If the provisions of the Confirmation of Order Acceptance and these GTCs are irreconcilable, the provisions of the Confirmation of Order Acceptance will prevail.

XII.3. The GTCs and the sale or supply agreement are governed by Polish law. To the extent not regulated in the GTCs and in the sale or supply agreement, the generally applicable provisions of Polish law, in particular the provisions of the Polish Civil Code, will apply.

XII.4. All notifications to be served upon the Client under these terms and conditions must be made in writing and sent to the Client's mailing address (or registered office address if no mailing address is available) and to the last email address provided.

XII.5. If some of the provisions of these GTCs are found to be invalid or are deemed to be invalid by a court or other competent authority, the remaining provisions remain in force unless the circumstances imply that the agreement would not have been concluded without the invalid provisions. In such a case, the parties will agree on a new provision to replace the invalid provision, where the new provision should be as close to its legal and economic meaning as possible.

XII.6. The competent court for any disputes that may arise out of the sale or supply agreement is the court in Wrocław.

XII.7. The transfer of rights and obligations resulting from a sale agreement or a supply agreement concluded with Gór-Stal and any other rights and obligations of the Client directly or indirectly related to such an agreement requires the written consent of Gór-Stal or otherwise it will be null and void.

XII.8. Gór-Stal reserves the right to amend the GTCs at any time and information about each amendment as well as the amended version of the GTCs will be published by Gór-Stal on its website at www.gor-stal.pl in the Files zone → OWDiS

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