

# GENERAL TERMS AND CONDITIONS OF PURCHASES OF SELENA GROUP

VERSION 1/2024/EN of  
21.11.2024

## 1. GENERAL PROVISIONS APPLICATION OF THE GTCP

- 1.1. The General Terms and Conditions of Purchases (hereinafter referred to as "GTCP") apply to the purchase of all goods, including materials, raw materials, parts, devices, programs and all related services, as well as supplies of the said goods (hereinafter referred to as the "Goods") from the seller or supplier (hereinafter collectively referred to as the "Supplier") by every Polish Company from the Selena capital group, i.e. a company belonging to this group with its registered office in Poland (hereinafter referred to as the "Buyer").
- 1.2. These GTCP constitute an integral part of each order placed with the Supplier by the Buyer, an agreement concerning the purchase or delivery of Goods and an offer submitted by the Supplier to the Buyer, on the basis of which the Buyer places an order with the Supplier (hereinafter referred to as the "Order"). If the Parties conclude a purchase or delivery agreement in writing, these GTCP shall apply to the extent not regulated herein. In mutual relations between the Buyer and the Supplier, only the provisions of these GTCP, the terms of the Order and the provisions and documents specified in the Order or the provisions on which the Buyer has previously agreed with the Supplier in writing are binding.
- 1.3. General terms and conditions of sale, contractual standards, regulations, other provisions of the offers or the rules of sale of the Supplier shall not bind the Buyer, even if their application has not been expressly excluded by the Buyer.
- 1.4. While executing the Order or confirming its acceptance, the Supplier assumes all obligations resulting from the GTCP in their entirety. If the Supplier does not agree with the GTCP, it is obliged to immediately notify the Buyer of this fact before the confirmation of the Order received or the commencement of its execution. In this case, the Buyer may withdraw the Order and the Supplier is not entitled to any claims against the Buyer.

## 2. ORDERS

- 2.1. The Supplier is obliged to confirm in writing the acceptance of the execution of each Order within 1 working day from the date of its receipt from the Buyer. The Agreement shall be deemed concluded upon written confirmation of the Order or commencement of purchase/delivery, whichever is earlier.
- 2.2. The lack of a written confirmation of the Order by the Supplier within the deadline specified in section 1 shall be treated by the Buyer as the Supplier's tacit acceptance of the Order for execution on the terms and conditions specified in the Order and the GTCP and as a conclusion of the agreement.
- 2.3. The Order may be accepted by the Supplier only without reservations. Any conditions, provisions or reservations made by the Supplier in the Order confirmation or elsewhere that modify or supplement the Order and/or the GTCP shall be considered ineffective and shall be considered as non-proprietary unless the Buyer expressly agrees in writing. In the absence of the above-mentioned consent of the Buyer, the agreement shall be deemed concluded on the terms and conditions specified in the Order.
- 2.4. The Supplier shall not be entitled to make changes to the confirmed Order unless the Buyer agrees in writing or the change is made at the Buyer's written request.
- 2.5. The Buyer may amend the Order after its submission, confirmation by the Supplier and in the course of its execution by the Supplier and the Supplier shall make every effort to take such changes into account.
- 2.6. The Supplier is obliged to indicate the Order number on all documents related to the purchase/delivery of the Goods.
- 2.7. The Supplier is obliged to provide the Buyer with information about any planned interruptions in production, including holiday breaks or planned stoppages in advance allowing the Buyer to submit an order from another supplier without the need to incur additional costs.
- 2.8. The Supplier is obliged to inform the Buyer of any intention to introduce changes to the Goods or technology of their production, as well as of the intention to withdraw the Goods from production or sale sufficiently in advance to give the Buyer the opportunity to ensure continuity of deliveries, including the time needed to fully test and approve the necessary replacements for the Goods. If the Supplier fails to comply with this obligation, the Buyer shall have the right to demand redress of the resulting damage, in particular charge the Supplier with the costs related to the production stoppage and demand that the damage caused by the lack or delay in the execution of the Buyer's obligations towards its customers is redressed, including lost benefits and if the Supplier receives such demands, it shall comply with them.

## 3. DELIVERY OF GOODS

- 3.1. The Supplier is obliged to deliver to the Buyer the Goods in accordance with the accepted specifications and conditions/parameters included in the Order and in a manner consistent with the Buyer's requirements. The Supplier is obliged to comply with the applicable regulations governing the supply of goods, including (i) the provisions of the Act on the system of road and rail monitoring of the carriage of goods and the turnover of heating fuels, and inform the Buyer if the Goods are subject to the SEBT and (ii) the provisions of the Act on Excise Duty and inform the Buyer of the customs code of the Goods and whether the Goods are subject to excise duty, also in the event of a change of classification.
- 3.2. Unless the parties agree otherwise, deliveries shall be made according to DAP (Delivery at Place) - inside the European Union and DDP (Delivered Duty Paid) - for deliveries outside the EU based on Incoterms 2020, to the place indicated in the Order by the Buyer.
- 3.3. The Supplier is obliged to confirm/announce the delivery 24 hours before delivery of the Goods to the Buyer's warehouse. Prior to delivery, the Supplier is obliged to inspect the Goods in terms of their compliance with the specification, quality, quantity/weight, compliance with the requirements specified in the Order, damage to the Goods and the correctness of the packaging.
- 3.4. The Supplier is obliged to deliver the Goods in the quantity compliant with the Order, without damage and of good quality.
- 3.5. The Supplier is obliged to ensure that the Goods are packed in a manner corresponding to the type of Goods, ensuring their safety and preventing damage during loading, transport, unloading, handling and storage.
- 3.6. The Supplier is obliged to mark the Goods in an appropriate manner (i) in accordance with the requirements of the Buyer, (ii) in accordance with the applicable laws and customary rules, which applies in particular to dangerous goods; (iii) the Goods shall also bear all the markings necessary for proper and safe assembly, storage, use and resale.
- 3.7. The Supplier is obliged to ensure that the transport of the Goods is carried out by means of transport ensuring safe delivery of the Goods to the Buyer, including delivery of the Goods in good condition, without damage and defects and in accordance with the requirements of transport regulations.
- 3.8. Pallets and packaging delivered by the Supplier together with the Goods shall be considered as one-off and non-returnable. The price of pallets and packaging is always included in the net price of the Goods included in the Order, unless otherwise agreed in writing with the Buyer. If the Parties so agree in writing, the Buyer may return pallets and packaging, but always at the Supplier's expense and risk. If the packaging is not recyclable, the Supplier may, at the request of the Buyer, be obliged to collect it from the Buyer or dispose of it at its own expense and risk, and in the case of receiving such an obligation, the Supplier will comply with it.
- 3.9. For each delivery of the Goods to the Buyer, the Supplier is obliged to attach in particular (i) a complete set of delivery documents, (ii) a waybill, (iii) full and correct technical documentation, in particular certificates, attestations, guarantee cards required by the Buyer or customarily attached to the Goods of this kind, as well as any other documents necessary for placing the Goods on the market or for further resale in accordance with applicable laws, (iv) other documents required by the Buyer.
- 3.10. The Buyer may refuse to accept the Goods if the Goods do not meet the requirements referred to in section 3.1 - 3.9 above. The refusal to accept the Goods shall be equivalent to a delay in delivery of the Goods (section 3.15.).
- 3.11. The delivery date of the Goods shall be specified in the Order. This date is final and binds the Supplier, unless the Buyer has agreed in writing to a different delivery date proposed by the Supplier.
- 3.12. In the case of Goods imported from outside the European Union, the Supplier shall be responsible for allowing the Goods to be placed on the market in the customs territory of the European Union in accordance with the regulations in force in the Union. In case of import deliveries, due to customs regulations, the Goods should be accompanied by an invoice in two copies. Any simplifications in this respect are permitted only after prior written confirmation by the Buyer.
- 3.13. If documents are required for the import of Goods from outside the European Union in order to determine the intended purpose of the shipment, the Supplier is obliged, at its own expense, to deliver them to the Buyer. In the case of an obligation to carry out customs procedures, the Supplier is obliged to provide a certificate of origin of the Goods. This certificate shall be required for each shipment. Unless otherwise agreed in writing, the clearance shall be carried out by the Supplier.
- 3.14. In the case of the acquisition of goods within the European Union, the Supplier is obliged to deliver the certificate of origin of the Goods at the request of the Buyer.
- 3.15. The Supplier is obliged to immediately inform the Buyer of any circumstances which may cause the delay in the delivery of the Goods. In the event of a delay in the delivery of the Goods:
  - (i) The Supplier shall pay a contractual penalty in the amount of 5% of the net value of the delivery for each commenced day of delay, however, the request for the payment of the contractual penalty does not exclude the right of the Buyer to claim damages on general terms if the amount of the damage suffered exceeds the value of the contractual penalty.
  - (ii) The Buyer may withdraw from the Agreement or its part without specifying an additional time limit and without the obligation to pay to the Supplier any damages or penalties, and the Supplier shall pay the Buyer a contractual penalty for the withdrawal from the agreement in the amount of 10% of the net value of the delivery, however, the request for payment of the contractual penalty does not exclude the Buyer's right to claim damages on general terms if the amount of the damage suffered exceeds the value of the contractual penalty.
  - (iii) The Supplier will be obliged to cover the costs of executing a substitute order for goods from another supplier.
- 3.16. The obligations referred to in section 3.15. i - 3.15. iii exist independently of each other and may be combined, and the choice of the claim belongs exclusively to the Buyer.
- 3.17. The Buyer may refuse to accept the Goods delivered before the delivery date and if the Buyer agrees to accept them, it may charge the Supplier with the costs of storage, however such storage shall take place at the Supplier's risk.
- 3.18. Partial deliveries of Goods shall not be permitted unless agreed upon in the Order or agreed upon by the Buyer in writing. The Buyer has the right to refuse to accept a partial delivery.

- 3.19. In the case of each delivery of Goods, the risk and title of ownership shall pass from the Supplier to the Buyer upon delivery of the Goods to the place of destination in accordance with section 3.2 and upon acceptance of the Goods by the Buyer. The Supplier guarantees that, at the time of delivery, it has the right to ownership of the Goods and transfers it to the Buyer in a form free from liens, encumbrances and claims of third parties. Audits may take place during normal business hours, upon prior notification about the audit sent to the Supplier at a later time. The Buyer shall raise objections within a reasonable time after the acceptance of the Goods.
- 3.21. If it is necessary for the execution of the Order to submit certain documents by the Buyer, the Supplier shall inform the Buyer of this fact in time allowing the Buyer to obtain such documents and timely execute the Order.
- 3.22. The Supplier and persons delivering Goods on its behalf to the Buyer's premises, including the carriers, shall comply with all internal procedures and regulations applicable at the Buyer's premises. These procedures and regulations shall be made available to the Supplier upon request.

## 4. QUALITY AND SAFETY OF GOODS. QUALITY GUARANTEE

- 4.1. The Buyer has the right to carry out audits at production facilities and other premises of the Supplier and its subcontractors, in particular in order to verify the correct execution of orders for the Goods and their quality. Audits may take place during normal business hours, upon prior notification about the audit sent to the Supplier. The Supplier shall provide the Buyer and/or its representatives with undistorted access to the places where the audit is to be carried out and provide relevant information and support.
- 4.2. The Supplier declares and warrants that the Goods (i) have been produced in accordance with the relevant provisions, standards and attestations, (ii) do not pose a threat to health, life, safety or the environment, provided that they are stored, transported and used in accordance with accepted practices applicable to the Goods of this kind, (iii) conform to the specifications that have been accepted by the Buyer in writing, submitted samples or models that have passed the Buyer's tests and to the Buyer's requirements reported to the Supplier, (iv) may be used for the Buyer's purposes known to the Supplier and (v) are free from any physical and legal defects.
- 4.3. The Supplier further warrants that all substances contained in the Goods have been pre-registered, registered or are exempted from registration and, if applicable, authorized in accordance with the applicable REACH requirements and other provisions applicable to the Goods as for the uses declared by the Buyer.
- 4.4. The declarations included in sections 4.2 and 4.3 above are equivalent to the delivery of a guarantee document by the Supplier to the Buyer, and if the Supplier provides the Buyer with a separate guarantee document, to the extent that it is contrary to these GTCP and less favorable to the Buyer, the terms and conditions resulting from the GTCP shall prevail.
- 4.5. The period of the quality guarantee granted to the Buyer, calculated from the date of delivery of the Goods to the Buyer, shall be 2 years, however, if the Supplier provides a guarantee for a longer period in its guarantee card, the longer period shall apply.
- 4.6. As part of the quality guarantee, the Buyers shall be entitled, at its own discretion, to (i) demand from the Supplier to reduce the price of the Goods, (ii) demand that the Supplier replace the Goods with other ones, in accordance with the Supplier's obligation accepted by the Buyer within the time limit specified by the Buyer, (iii) demand the Goods to be repaired, if possible, and if the Supplier fails to repair the Goods within the period specified by the Buyer, the Buyer shall be entitled to have the Goods repaired by a third party at the expense and risk of the Supplier, (iv) withdraw from the agreement and demand reimbursement of any costs incurred by the Buyer, including the return of the purchase price.
- 4.7. The Supplier shall bear all costs of performing its guarantee obligations (including in particular the costs of sorting, dismantling, repairs performed at the Buyer's premises, collection of defective Goods, repackaging and transport, assembly, handling, etc.) and the costs incurred by the Buyer in connection with the delivery of defective Goods.
- 4.8. In the event when defects of the Goods have been ascertained, irrespective of the basis for claims and rights specified in section 4.6, the Buyer shall be entitled to the right to claim from the Supplier compensation on general terms for damages caused to the Buyer or its customers by the Goods. The obligation to repair the damage by the Supplier includes, in particular, the costs related to stoppages at the Buyer's premises, costs of expenditures incurred for the Goods, costs related to the use of the Goods in its activity, including in its products, costs of damage caused by the Buyer's products as a result of the use of defective Goods, costs of withdrawing such Buyer's products from the market, costs of ordering replacements for the Goods from another supplier, price difference.
- 4.9. Upon notification to the Supplier of defects in the Goods, the Buyer may withhold any payment due to the Supplier at that time to the exclusion of any claim by the Supplier against the Buyer in respect thereof, including interest for delay or default, damages, the right to terminate the contract, and without the right to withhold delivery.
- 4.10. The rights of the Buyer resulting from the quality guarantee shall not affect in any way the rights of the Buyer resulting from the warranty in accordance with the general principles of the Civil Code. The warranty rights are valid for a period consistent with the regulations, but not shorter than the shelf life of the Goods.
- 4.11. The Supplier shall have 7 days to examine a complaint under the guarantee and the warranty. If within this period the Supplier does not provide a final reply to the Buyer, the Buyer may consider that the Supplier has examined the complaint for the benefit of the Buyer.
- 4.12. The Buyer's obligation to inspect the delivered Goods shall be limited only to checking the type of Goods and the quantity in terms of compliance with the Order. The Buyer is not obliged to perform any acts of care in relation to the delivered Goods, and in particular there is no obligation to examine the Goods at any time, including during the delivery. The Buyer shall retain all rights if it notifies the Supplier of the defect of the Goods at any time after its determination. The notice may be given in any form, including orally, by phone and by e-mail.

## 5. PAYMENTS

- 5.1. The prices indicated in the Order are not subject to change, provided that if after the Buyer places the Order the parties agree on lower prices, these lower prices shall apply. If, however, after the Buyer has placed an order, the parties agree on higher prices, these may only apply if the Buyer agrees to them in writing.
- 5.2. All taxes (excluding VAT or another relevant tax), charges, insurance, all other costs associated with Order execution (including delivery costs), costs of packaging, protection, costs of the required documents and other elements required to use and sell the Products shall be included in the prices indicated in the Order. Prices also include any remuneration for the use or transfer of intellectual property rights.
- 5.3. In order to fulfill the obligation arising from Art. 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2022, item 993), the Buyer declares that it has the status of a large entrepreneur.
- 5.4. Payments shall be made within 90 days, unless otherwise agreed by the Buyer and the Supplier. However, if the Supplier is a micro, small or medium-sized enterprise, the term of payment is always in accordance with the applicable regulations.
- 5.5. The term of payment shall always be calculated from the date of delivery of a correctly issued VAT invoice confirming the delivery of the Goods to the Buyer. If the invoice is delivered before the delivery of the Goods or the provision of the service, the payment date shall be calculated from the date of receipt by the Buyer of the Goods or services. Payments shall be made by bank transfer to the bank account indicated by the Supplier in a letter addressed to the Buyer. Any change of this account shall be immediately made known to the Buyer in the same manner. The date of payment shall be the date on which the Buyer's bank account is debited with the amount due.
- 5.6. The Supplier shall issue a VAT invoice in the currency indicated in the Order. If, with the consent of the Buyer, invoicing is made in a currency other than in the Order, the Supplier shall convert the currency according to the average exchange rate of the National Bank of Poland on the day preceding the issuance of the VAT invoice.

## 6. THIRD PARTY RIGHTS

- 6.1. The Supplier warrants that the Goods, their use and sale or delivery by the Buyer do not infringe any rights of third parties, including intellectual property rights, business secrets, know-how in any territory.
- 6.2. In the event of claims being filed by a third party against the Buyer or any of the companies of the Selena Group, the Supplier shall:
  - 6.2.1. indemnify and hold harmless the Buyer from liability for any claim, damage, loss or expense arising from a breach of the rights of a third party or an alleged breach. At the Buyer's request, the Supplier shall, at its own expense, protect the Buyer against all claims referred to above. The Supplier shall, at the request of the Buyer, release the Buyer from its participation in the dispute (court or out-of-court) or take over the burden of its conduct, but with preservation of the Buyer's right to actively participate in it. If, despite the above obligation, the Supplier fails to settle the dispute with a third party within a reasonable time set by the Buyer, and the Buyer, in order to avoid creating or increasing the damage, in particular consisting in the loss of a customer or a breach of the Buyer's good name, decides to pay on any grounds (including out-of-court settlement) any amount or incur costs in connection with claims, the Supplier shall reimburse such amounts to the Buyer within 7 days from the date of their incurring by the Buyer without the right to raise any objections thereto;
  - 6.2.2. according to the Buyer's choice, provide the Buyer with undistorted right to further purchase from the Supplier under the current terms, conditions, use or sale or delivery of the Goods without infringing the rights of a third party, or make changes to the Goods or replace the Goods with other ones, not constituting a breach and accepted earlier by the Buyer. If the Supplier fails to perform the obligations referred to in the previous sentence in sufficient time to maintain the continuity of deliveries of the Goods or their replacements to the Buyer and the Buyer shall purchase the Goods or their replacements from another supplier, the Supplier shall cover all the resulting damage, in particular the difference in the price and costs of possible delays.

## 7. FORCE MAJEURE THREAT OF A GROSS LOSS

- 7.1. The Buyer shall not be liable for non-performance or improper performance of any obligation and any claims of the Supplier on this account shall be excluded if the Buyer's performance of any obligations towards the Supplier, including acceptance of the Order, is impossible or considerably hindered due to circumstances beyond the control of the Buyer, including circumstances caused by force majeure, which is understood as events that could not have been foreseen by the Buyer, in particular such as riots, war, fire, flood, other natural disasters, restrictions or legal government regulations, legislative acts, strikes, lock-outs, epidemics and others, as well as if the above-mentioned obstacles have had an impact on delays of carriers or other entities

through which the Buyer performs its obligations. The Buyer shall inform the Supplier of the circumstances specified above without undue delay.

- 7.2. In the event that due to circumstances the Buyer did not foresee when concluding the agreement or placing an Order, and if their execution by the Buyer would be combined with excessive difficulties or threaten the Buyer with a loss, the Buyer shall request the Supplier to amend the arrangements contained in the agreement or in the Order, including the change of the delivery date, the date of payment or the quantity of goods that have been or were to be ordered and the Parties shall enter into discussions regarding this matter. If the Parties fail to reach an agreement within 7 days, the Buyer shall be entitled to terminate the agreement with a 7-day notice or to cancel the Order in part or in whole, but the cancellation of the Order must occur not later than within 21 days from the date of confirmation of the Order by the Supplier, and if, before the expiry of that period, the Goods have been shipped by the Supplier or the Goods have been accepted by the Ordering Party, no later than by the date of shipment of the Goods or of their Acceptance.

#### 8. SUPPLIER STATEMENTS

- 8.1 The Supplier hereby represents that:
- 8.1.1 The Supplier, members of its management and supervisory bodies and Supplier's beneficial owner are not subject to any sanctions, including trade embargoes or personal sanctions, imposed by the European Union, the United Nations Security Council or the United States of America or United Kingdom of Great Britain and Northern Ireland.
- 8.1.2 The Supplier has carried out the necessary verifications with its suppliers and guarantees to the Buyer, that Goods were manufactured in compliance with international sanctions and that the Supplier does not provide any goods or services to countries and persons subject to sanctions imposed by the Republic of Poland and the European Union in connection with Russia's aggression against Ukraine. In particular, the Supplier complies with restrictive measures in accordance with:
- Polish Act of 13 April 2022 on specific solutions for counteracting support for aggression against Ukraine and protecting national security;
  - Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the participation of Belarus in Russia's aggression against Ukraine;
  - Council Regulation (EU) No 269/2014 of 17 March 2014 on restrictive measures in respect of activities undermining or threatening the territorial integrity, sovereignty and independence of Ukraine;
  - Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine.
- 8.2 The Supplier undertakes to immediately inform the Buyer, to the extent legally permissible, of any change in circumstances affecting the content of this declaration.

#### 9. OTHER PROVISIONS

- 9.1. The Supplier shall be obliged to keep in confidence all information which came into its possession during the performance of the Order to the Buyer or in connection with the performance of the Order, regardless of the form in which such information was provided to it and its source (hereinafter: Confidential Information). Confidential Information shall not be disclosed by the Supplier to any third party. Such information may be used by the Supplier only in connection with the execution of the Order or in order to prepare offers or quotations for the Buyer. The confidentiality obligation shall apply throughout the period of cooperation between the Buyer and the Supplier and after its completion for 3 years from the date of the last delivery to the Buyer.
- 9.2. In the event of breach of the confidentiality obligation by the Supplier, the Supplier shall be obliged to pay a contractual penalty of EUR 500,000 to the Buyer for each breach of the confidentiality obligation. The payment of the contractual penalty does not exclude the Buyer's right to seek compensation on general principles.
- 9.3. The Supplier may not transfer the rights and obligations resulting from orders executed for the benefit of the Buyer to any third parties without the prior written consent of the Buyer.
- 9.4. Throughout the period of cooperation with the Buyer, and after its completion, always throughout the term of the guarantee for the Goods, the Supplier is obliged to hold a valid insurance policy of civil liability and product liability on the terms and conditions specified in this section. Unless the parties agree otherwise in writing, the minimum value of the policy should be 24 times the average monthly value of deliveries made by the Supplier to the Buyer in the last year, and in the case of commencing or increasing cooperation 24 times the average monthly value of planned deliveries, but in any case not less than EUR 100,000.
- 9.5. The Polish law, excluding conflict-of-law rules, shall apply to the Order, the GTCP and any issues arising from the cooperation between the Supplier and the Buyer, not regulated by these GTCP. The United Nations Convention on Contracts for the International Sale of Goods of 1980 does not apply.
- 9.6. Any translation of this document into foreign languages is for reference only and the Polish version is binding.
- 9.7. Subject to sections 8.2 and 8.3, any disputes between the Supplier and the Buyer shall be settled by a common court in Poland having jurisdiction over the registered office of the Buyer and in this respect the Supplier shall be subject to Polish jurisdiction. However, the Buyer shall always be entitled to bring an action or initiate any other proceedings before any court in accordance with the jurisdiction of the Supplier or according to the general jurisdiction and, if such a choice is made, such jurisdiction shall be exclusive. In the event of bringing an action or initiating any other proceedings by the Buyer, the Supplier undertakes not to raise objections related to the impropriety of the court or the lack of its jurisdiction.