

GENERAL CONDITIONS OF SALE

B2B (BUSINESS TO BUSINESS)

binding in "ASMET" spółka z ograniczoną odpowiedzialnością with its registered office in Reguły, Al. Jerozolimskie 280, Reguły, 05-820 Piastów, entered into the Register of Business Entities kept by the District Court for the capital city of Warsaw in Warsaw, XIV Commercial Division of the National Court Register under the number KRS 0000929977, REGON 146306214, NIP 5342487841.

I. General Provisions

§1

1. **The General Conditions of B2B Sale** (hereinafter referred to as "**B2B GCS**") stipulate the detailed conditions of sale by "ASMET" spółka z ograniczoną odpowiedzialnością with registered office in Reguły, Al. Jerozolimskie 280, Reguły, 05-820 Piastów, entered into the Register of Business Entities kept by the District Court for the capital city of Warsaw, XIV Commercial Division of the National Court Register under the number KRS 0000929977, REGON 146306214, NIP 5342487841 as the Seller (hereinafter referred to as the "**Seller**") of the Goods constituting the subject-matter of the **Sales Agreement** to the Purchaser, including the definition of mutual rights and obligations of the Parties.
2. The **B2B GCS** are an integral part of the **Sales Agreements** concluded by the Parties, i.e. Sales Agreements concluded by the Seller with the Purchaser who is an entrepreneur.
3. The present **B2B GCS** apply to the Purchasers acquiring the Goods in connection with a business or professional activity (entrepreneurs), regardless of the place, country, seat or residence of the Purchaser.
4. The provisions of the general conditions of sales agreement and other general conditions of agreements of the Purchaser are not binding for the Parties even if the Seller does not object to them explicitly.
5. Placing an order by the Purchaser is equivalent to their acceptance of the **B2B GCS**.

§ 2

1. The Parties agree that for the effective submission of declarations of intent and the transmission of information to the other Party, subject to the different provisions of the Sales Agreement (including B2B GCS), the written form or electronic form with a request for confirmation of receipt is required. Correspondence should be delivered to the Party's address indicated in the Sales Agreement or other address used for regular contact.
2. Statement on rescission of the Sales Agreement (in full or in part) shall be made in writing or in the electronic form, under pain of nullity.
3. The Parties may appoint persons authorised to make the substantive and technical arrangements necessary for the proper performance of the provisions of the Sales Agreement. In case of any doubt, the person submitting the Order shall be deemed authorised to perform any actions related to the Sales Agreement on behalf of the Purchaser.



4. Each Party shall promptly notify the other Party of any change in the address for service or change of the person indicated in Section 3 above. In the absence of such notification, delivery to the previous addresses (i.e. last addresses indicated by the Parties) or to the person referred to in Section 3 above shall be considered effective.
5. Each Party may revoke the authorisation granted to persons referred to respectively in Section 3 of the present Article (i.e. a person authorised by it) and grant the authorisation to another person, which does not constitute an amendment to the Sales Agreement. The Party shall inform the other Party about the change of the authorised person by sending a statement of will on revocation of the authorisation and/or appointment of a new authorised person.

II. Definitions

§3

In the present **B2B GCS** and **Sales Agreements** the following terms shall mean:

- 1) **Business Days** - days from Monday to Friday, except for public holidays in the Republic of Poland;
- 2) **Delivery Acceptance Confirmation Document** - each document (in particular Goods Dispatch Note, waybill, specification for delivery) confirming the acceptance of delivery on the Purchaser's side;
- 3) **Remote Channels** - means of electronic communication enabling information exchange at a distance between the **Purchaser** and the **Seller**, in particular telephone, e-mail, fax;
- 4) **Purchaser** - a natural person with full capacity to perform legal acts or a legal person or an organizational unit without legal personality but having legal capacity, being a party to a **Sales Agreement** concluded with the **Seller** and purchasing **Goods** from the Seller in connection with their business or professional activity;
- 5) **Order** - a statement of the **Purchaser** on acceptance of the **Seller's Offer** or the expression of the Purchaser's will to conclude a Sales Agreement with no Offer presented by the Seller;
- 6) **B2B GCS** - these General Conditions of B2B (Business to Business) Sales;
- 7) **Purchaser's Representative** - a person acting for and on behalf of the **Purchaser**, authorised to make and accept declarations of intent pertaining to the conclusion, amendment or termination of the **Sales Agreement** or performance of its provisions;
- 8) **Seller's Representative** - a person acting in the name and on behalf of the **Seller**, authorised to make and accept declarations of intent pertaining to the conclusion, amendment or termination of the **Sales Agreement** or performance of its provisions;
- 9) **Force Majeure** - an event external both to the Buyer and to the Seller which at the time of conclusion of the Sales Agreement could not have been predicted while exercising due diligence and which is not under the actual control of the Parties and which the Parties could not oppose while exercising due diligence (in particular, such events as disturbances in the functioning of the plant not attributable to the Seller, demonstrations, strikes, riots, armed violence, including wars, acts of war, rebellions, terrorist acts, revolutions military coups, strikes, illegal strikes, lockouts, blockades, acts of public or international authorities,



including export bans, import bans, embargoes, foreign exchange restrictions, pollution, epidemics, acts of nature such as floods, fires, earthquakes hurricanes, typhoons, lightning, hail, and other events of natural forces of an elemental nature that cannot be overcome by the Parties and that the Parties did not foresee and could not have foreseen, as well as other circumstances of an extraordinary nature beyond the control of the Parties);

10) **Seller** - "ASMET" spółka z ograniczoną odpowiedzialnością with its registered office in Reguły, Al. Jerozolimskie 280, Reguły, 05-820 Piastów;

11) **Parties** - the **Seller** and the **Purchaser**;

12) **Goods** - products owned by the Seller or marketed by the Seller or the Seller's associated entities, being part of the Seller's commercial offer, as well as other Goods specified in detail in Orders, being the subject-matter of the **Sales Agreement** (specified in the **Sales Agreement**);

13) **Sales Agreement** (also referred to as the "**Agreement**") - a sales agreement, as defined by the Civil Code, concluded between the Seller and the Purchaser under which the Seller sells Goods to the Purchaser and the Purchaser purchases such Goods from the Seller. The Sales Agreement may be concluded in any form, in particular in writing, by document, electronically or by means of remote communication. These General Conditions of B2B Sales form an integral part of the Sales Agreement.

III. Acceptance and execution of orders

§ 4

Offer and conclusion of the Agreement

1. Before concluding the Sales Agreement, the Purchaser may submit to the Seller an enquiry regarding the possibility and conditions of purchase of the Goods ("Inquiry"). In such an event, the Seller shall submit to the Purchaser an offer for sale of the Goods ("Offer"). Conditions for sale of the Goods specified in the Offer are valid for the period specified in the Offer.
2. Detailed Agreements for the Sale of Goods may be concluded by way of submitting an Offer by the Seller and the Purchaser placing an Order on its basis (statement of acceptance of the offer).
3. In the Inquiry, the Purchaser should indicate, in a clear and direct manner, any additional conditions concerning the Goods or other elements of the Order, going beyond the commonly accepted practice. In particular, they are obliged to inform the Seller about the need to obtain confirmation of the Goods attestation, etc. Failure to indicate any additional expectations of the Purchaser in the Inquiry may result in the Seller's execution of the original Order and refusal to take into account any additional conditions of the Purchaser.
4. The Sales Agreement is concluded as soon as the Seller confirms receipt of the Order to the Purchaser and undertakes its realisation or upon commencement of execution of the Purchaser's Order by the Seller.
5. The lack of an immediate response to the Offer does not constitute an Acceptance of the Offer.
6. The Offer may be accepted only without any reservations. The Purchaser's response to the Offer subject to any change or addition to the content of the Offer constitutes a new offer. In such a

situation, the Sales Agreement is concluded after the Seller confirms the amendments or supplementation of the content of the Offer or through the commencement of processing of the Purchaser's Order.

7. The Offer, Order and confirmation of Order receipt may be submitted in writing, by e-mail using the e-mail addresses indicated by the Parties or by other means of remote communication, including telephone. The first Offer submitted to the Purchaser shall contain an attachment in the form of the Seller's B2B GCS or a link to the Seller's website, where B2B GCS are posted.
8. A declaration of intent made by electronic mail is made to another person the moment it has been introduced to the means of electronic communication in a manner allowing this person to get familiar with its contents.
9. The Seller's offer ceases to be binding:
 - 1) after expiry of the period specified in the Offer or
 - 2) after lapse of time within which the Party submitting the Offer could, in the ordinary course of business, receive a reply sent without undue delay - if the Party submitting the Offer has not specified in the Offer the time within which it will await the reply, or
 - 3) in case of cancellation of the Offer. The Offer may be revoked prior to the conclusion of the Sales Agreement if the statement of revocation has been submitted to the other Party prior to the sending of the Statement of Acceptance of the Offer by the other Party, with the reservation that the Offer cannot be revoked if it results from its content or if it specifies the deadline for its acceptance.
10. The Purchaser remaining in permanent business relations with the Seller may submit an Order without each time sending a request for an Offer to the Seller. In such a situation:
 - 1) the Sales Agreement comes into effect the moment the Seller submits to the Purchaser an acknowledgement of receipt of the Order or at the moment the Seller commences execution of the Purchaser's Order;
 - 2) unless the Parties have agreed otherwise, the Seller shall apply the Prices contained in the most recent Offer presented by the Seller to the Purchaser or the Prices normally applied by the Seller for Goods of a given type.
11. Detailed Sales Agreements may also be concluded through negotiations.
12. A Sales Agreement concluded through negotiations is concluded at the moment when the Parties reach an agreement on all the provisions of the Sales Agreement that were the subject of negotiations; in the remaining scope the B2B GCS shall apply.
13. The provisions of Sections 1-12 above shall apply mutatis mutandis to the supplementation or amendment of the Sales Agreement, with the proviso that the termination or rescission of the Sales Agreement requires written or electronic form under the pain of nullity.
14. Advertisements and other announcements about the Goods offered by the Seller are for informational purposes only. Patterns and samples displayed by the Seller are of demonstrative and exhibition nature only.

§ 5

Performance of the Agreement



1. Delivery of the Goods shall be performed at the locations indicated in the Sales Agreement.
2. If the Purchaser is in arrears with payments towards the Seller (i.e. the Seller is entitled to due receivables owed by the Purchaser, irrespective of the amount and legal title of due receivables), the Seller may refuse to deliver the Goods to the Purchaser until the Purchaser has settled the arrears, even if the Seller has previously accepted the order for execution. The Seller shall immediately notify the Purchaser of the occurrence of the above-described situation and the decision concerning the refusal to deliver the Goods.
3. The Seller may make the performance of the Agreement contingent on prior payment of the entire or part of the Price by the Buyer.
4. Upon delivery of the Goods, the Purchaser shall bear all burdens related to the goods as well as risks of loss or damage of the Goods.
5. Notwithstanding the provision of § 12 Section 3 of the B2B GCS, in the event of failure to collect the Goods at the date specified in the Sales Agreement, the Purchaser shall bear all related costs and the risk of loss or damage to the Goods shall pass onto the Purchaser at the date specified in the Sales Agreement as the date of the Goods delivery.
6. The cost of delivery of the Goods shall be borne by the Purchaser.
7. Loading and unloading activities are carried out by the Purchaser at their own cost and risk at the place indicated in the Sales Agreement. The above does not apply to a situation, where the Goods are delivered to the Purchaser by the Seller.
8. Failure to deliver the Goods at the time specified in the Sales Agreement as a result of circumstances for which the Seller is not responsible does not constitute a breach of the Sales Agreement. In such an event the Parties shall agree on a reasonable additional date and place for delivery of the Goods by the Seller. The above provisions are without prejudice to the provisions of § 12 Section 3 of B2B GCS.
9. Upon collecting (delivery of) the Goods, the Purchaser is obliged to check the quantity and completeness of the Goods, under the pain of forfeiture of claims in this respect.
10. In the event that the Goods are transported to the Purchaser by a third party (forwarder, courier, etc.), the moment of delivery of the Goods shall be the moment of handing the Goods over to the third party.
11. Confirmation of delivery and acceptance of Goods shall be the Delivery Acceptance Confirmation Document.
12. The Delivery Acceptance Confirmation Document shall include, in particular: date, place, type and quantity of the Goods and signatures of the Parties' authorised representatives. The Purchaser may either attach to the delivery acknowledgement document or submit on the delivery acknowledgement document their reservations or remarks as to the quantity or quality or other concerning the Goods delivered, subject to the provisions below.
13. In the case of reporting any remarks/objections by the Purchaser, the Seller should, as far as possible, specify the nature of the defects and indicate the time limit for their rectification.
14. The Seller shall deliver the Goods to a person authorised to represent the Purchaser or to a person authorised by the Purchaser. If the Goods are delivered by the Seller, it may also deliver



the Goods to a person referred to in Article 97 of the Civil Code, i.e. a person on duty in the business premises of the Purchaser.

§ 6

Settlements

1. The Purchaser shall pay the price for the sale of the Goods (the "Price") to the Seller in accordance with the following provisions and the provisions specified in relevant Sales Agreements.
2. The selling Price and possible Delivery Cost of the Goods ("Delivery Cost") shall be specified in the respective Sales Agreement.
3. The Price for the Goods and possible Delivery Cost shall be payable on the basis of an invoice issued by the Seller within the time limit indicated in the invoice.
4. The payment shall be made to the Seller's bank account the number of which is indicated in the invoice.
5. The day of payment of the Price or Delivery Costs shall be the day of crediting the Seller's bank account.
6. The Purchaser's delay in paying the Price or Delivery Costs may result in the Seller's decision as indicated in Article 5 Section 2 of the B2B GCS.
7. The Seller represents that it is a VAT taxpayer, has received NIP i.e. tax identification number: 5342487841 and is authorised to issue and receive VAT invoices.
8. The Seller is entitled to set off its receivables from the Purchaser against the Purchaser's receivables and to retain the Goods until the Purchaser has paid all amounts due to the Seller.
9. The Purchaser does not have the right to set off their liabilities against the liabilities of the Seller towards the Purchaser in respect of the Price or Delivery Costs.
10. The ownership of the Goods shall pass to the Purchaser on acceptance of the Goods upon payment of the full Price for the Goods. Until that time, the risk of loss, damage or depreciation of the Goods shall be borne by the Purchaser. If the Purchaser fails to make payment within a specified period of time, the Seller has the right to demand that the Purchaser return the Goods which have not been paid for and repair the damage, in particular when the Goods have been used up/worn out, damaged, mixed up with other assortment or stored in incomplete or non-original packaging. Settlement rules other than those specified in the present B2B GCS may be stipulated in a separate agreement.

IV. Rights and obligations of the parties

§ 7

General

1. The Seller has the obligation to sell the Goods to the Purchaser in accordance with the conditions specified in the present B2B GCS and in the Sales Agreements specifying in particular the Price, quantity and quality of the Goods as well as the place of delivery of the Goods, and the Purchaser



has the obligation to buy the Goods for the price, in the quantity, at the time and under the conditions specified in the B2B GCS and relevant Sales Agreements.

2. The Parties undertake to determine the detailed terms and conditions of cooperation necessary to perform the Sales Agreement, including: technical, financial and other, to the extent necessary, within the scope of detailed Sales Agreements. In case of discrepancies in the provisions of the B2B GCS and Sales Agreements, the provisions of the Sales Agreements shall be deemed decisive.
3. For the purpose of proper performance of Sales Agreements the Parties shall provide each other with appropriate technical information to enable the technical implementation of Sales Agreements and provide technical support necessary for the implementation of Sales Agreements. In particular, the Purchaser is obliged to indicate to the Seller any additional conditions for the Order pursuant to the provision of § 4 Section 3 of B2B GCS.
4. The Purchaser shall:
 - 1) perform the Sales Agreements in accordance with the provisions of the Sales Agreements, in particular timely pay all amounts due in connection with the purchase of Goods;
 - 2) immediately inform the Seller about commencement of liquidation, restructuring or bankruptcy proceedings against the Purchaser,
 - 3) cooperate with the Seller in good faith for the purpose of performing the Sales Agreements.

§ 8

Seller's liability

1. The Seller shall be liable for damage caused to the Purchaser by culpable action or omission of the Seller to the extent of the loss sustained by the Purchaser (i.e. excluding lost profits), in each case up to the net price of the Goods covered by the given Sales Agreement.
2. Payment of damages takes place on the basis of the Purchaser's demand acknowledged by the Seller.
3. The Seller performs its obligations within the existing technical capabilities, with the quality specified in the Sales Agreement.
4. Within the limits of liability set out in Section 1 above, the Seller shall, in particular, be liable for:
 - 1) failure to meet the values of technical parameters of the Goods provided by the Seller which results from an action or omission of the Seller;
 - 2) non-performance or undue performance of the Sales Agreement, if such non-performance or undue performance is a consequence of non-compliance with the Sales Agreement by the Seller.
5. In particular, the Seller shall not be liable for:
 - 1) incorrect functioning of the Goods delivered if their use was not in accordance with the manufacturer's recommendations or the Seller's instructions;
 - 2) choice of the Goods by the Purchaser.
 - 3) incorrect selection of the Goods for the intended use, in particular mechanical properties concerning the Goods and required anti-corrosion protection;
 - 4) damage resulting from defects or damage to the Goods which are not caused by the Seller.



§ 9

Guarantee

In the event that a guarantee document relating to the Goods is issued to the Purchaser, the Goods shall be covered by the guarantee on the terms specified in the guarantee document issued to the Purchaser.

§ 10

Objections

1. Notwithstanding other provisions of the B2B GCS, the Purchaser shall promptly, when possible, yet not later than within 5 days after receiving (delivery of) the Goods, notify the Seller about non-compliance of the type (model), completeness or quantity of the Goods delivered with what is declared in the Goods document issued ("Objections").
2. Objections shall be notified against acknowledgement of receipt: by e-mail to the Seller's address, by fax or in writing to the Seller's address indicated in the National Court Register as the address for correspondence.
3. Notification of Objections shall include, in particular, the Sales Agreement designation, type of Goods received and declared, quantity and price of Goods received and declared, indication of objections regarding the type, completeness or quantity of Goods, other documents, photos and information requested by the Seller.
4. Failure to report Objections within the stipulated time limit shall result in the Purchaser losing their right to any claims on account of the Objections, i.e. non-compliance of the type, completeness or quantity of the Goods delivered with what is declared in the Goods document issued.

§ 11

Statutory warranty

1. The Purchaser is entitled to statutory warranty rights under the Sales Agreement, including the present B2B GCS, for defects of the Goods (other than specified in § 10 Section 1). Complaint shall be the method for submitting claims under the statutory warranty.
2. The Seller is not liable towards the Purchaser for defects of the Goods if at the time of concluding the Sales Agreement the Purchaser knew about their existence.
3. The Complaint is submitted with confirmation of receipt: by e-mail to the address of the Seller, by fax or in writing to the address of the Seller indicated in the National Court Register as the address for correspondence.
4. Complaint should contain, in particular, designation of the Sales Agreement, description of the Goods, quantity and price of the Goods covered by the Complaint, sample of the Goods covered by the Complaint, designation of objections regarding the Goods, documents enabling determination of the Goods condition and circumstances of the occurrence of defects, other documents, photographs and information required by the Seller.

5. If a Complaint is submitted, the Seller has the right to inspect the Goods at the Purchaser's premises, including preparation of photographic documentation and the complaint protocol by the Seller.
6. The Purchaser shall notify the Seller of the place and time of taking a representative sample of the Goods subject to Complaint and shall enable the presence of the Seller's representative at the aforementioned sampling.
7. Any tests / inspections resulting from the Purchaser's request formulated after the conclusion of the Sales Agreement shall be performed at their expense. In the event of determining through testing that the Goods do not conform with the specification, the Purchaser can apply for the reimbursement from the Seller of the entire cost of testing carried out.
8. In the event the Parties do not agree as to the results of testing on the sample referred to in Sections 6 and 7 above, a portion of the collected sample of the Goods shall be sent for testing to an independent accredited laboratory indicated by the Seller.
9. The costs of tests referred to in Section 8 above shall be borne by the Parties in equal parts, however, if the results of the laboratory tests confirm the compliance of the parameters of the Goods delivered with the parameters declared in the document provided within the performance of a specific Sales Agreement, the costs of testing shall be borne by the Purchaser in their entirety.
10. In the case of revealing and presenting to the Seller, as described in Sections 3 and 4 above, any inconsistency of the Goods with the Sales Agreement, in particular defects of the Goods, under the terms of the present B2B GCS and the Sales Agreement, the Seller may remedy the inconsistency of the Goods with the Sales Agreement by replacing the defective item with a defect-free item or by making repairs or reducing the price in proportion to the reduced usefulness of the sold Goods. The right to choose the method of rectifying the defects shall rest with the Seller, who shall exercise such right after consulting the Purchaser. The Parties may also agree on a different manner of resolving the issue.
11. If the repair of Goods or replacing them with new products is impossible or requires excessive costs, or if the replacement exposes the Seller to significant inconvenience, the Seller has the right to rescind the Sales Agreement.
12. The Seller shall provide the Purchaser with the response to the Complaint, i.e. a statement of the Seller on accepting or rejecting the Complaint and the manner as to handling the Complaint within 14 days from the date of its submission in writing or by means of electronic communication or from the date of receiving the test results referred to in Sections 6 - 9 above by the Seller.
13. Filing a Complaint, objections or other reservations does not exempt the Purchaser from the obligation to pay the Price for the purchased Goods and the possible Delivery Costs.
14. The Buyer shall lose their rights under the statutory warranty if they failed to examine the Goods within the time-limit and in the manner customary for such Goods and failed to notify the Seller immediately of the defect, and if it came to light only later - if they failed to notify the Seller immediately upon its discovery.
15. The Purchaser's rights under statutory warranty for defects of the Goods expire with the lapse of 6 (six) months from the date of delivering the Goods to the Purchaser (warranty period).



16. Any interference in the physical and chemical or mechanical properties of the Goods delivered by the Seller by the Purchaser or any third party without written consent of the Seller shall result in the loss of the right to lodge a complaint.
17. The Seller shall be released from liability if defects of the Goods are caused by improper storage or transportation by the Purchaser or an entity cooperating with the Purchaser or any third party, improper technological process of the Purchaser, improper selection of material by the Purchaser in relation to the requirements of processes and technical documentation, incorrect assembly or application, execution and design errors of the third parties, use of the Goods by the Purchaser or any third parties in a manner inconsistent with technical parameters and usable properties of the Goods or application instructions received from the Seller, unauthorised changes to the Goods made by the Purchaser or any third parties, or other circumstances for which the Purchaser bears responsibility.
18. The Seller's liability is also excluded in the event when, prior to inspection and consideration of the Complaint, the Goods had been processed, altered, repaired (in whole or in part) without the Seller's consent if the Purchaser knew or, by exercising due diligence, should have known about or noticed the defect.

§ 12

Rescission of the Sales Agreement

1. If a Force Majeure event occurs after the conclusion of the Sales Agreement, the Seller shall be relieved, for the duration of the event, from liability for non-performance or undue performance of the Sales Agreement. In case of a Force Majeure event, the time limit for the fulfilment of the Seller's obligations shall be appropriately extended by the period of time over which the Force Majeure event takes place. The Seller should notify the Purchaser of the Force Majeure event immediately upon its occurrence. Moreover, in each case of occurrence of the Force Majeure event the Seller shall be entitled to rescind the Sales Agreement (in full or in part) within 14 days from the date of occurrence of the Force Majeure event.
2. If a Force Majeure event occurs, the Seller shall be released from liability for damages towards the Buyer on account of non-performance or undue performance of the Sales Agreement by the Seller due to the occurrence of a Force Majeure event. If the Seller rescinds the Sales Agreement (in full or in part) due to the occurrence of a Force Majeure event, the Purchaser shall not be entitled to any claims for reimbursement of costs incurred by them or claims for damages against the Seller.
3. In any instance when, for reasons beyond the Seller's control, the Seller is unable to perform the Sales Agreement (in full or in part), the Seller shall be entitled to rescind the Sales Agreement (in full or in part) by the date agreed by the Parties for delivery/collection of the Goods. The Seller shall not be liable for any potential damage to the Purchaser related thereto. The Seller's rescission of the Sales Agreement shall not be the grounds for any claims against the Seller.
4. If the subject-matter of the Order is non-standard Goods (non-standardized, manufactured or ordered upon a special order of the Purchaser), the Purchaser is not entitled to rescind such an agreement.

§ 13

Contractual penalty



1. The Purchaser shall pay the Seller a contractual penalty in the amount of 20% of the net value of a given Sales Agreement if the Seller rescinds a given Sales Agreement solely for reasons attributable to the Purchaser and caused by the Purchaser's gross breach of the Agreement.
2. The Purchaser shall pay the Seller a contractual penalty in the amount of 100% of the net value of a given Sales Agreement if the subject-matter of the Order is non-standard Goods (non-standardised, manufactured or ordered upon a special order of the Purchaser) and the rescission of a given Sales Agreement by the Seller takes place exclusively for reasons attributable to the Purchaser and caused by the Purchaser's gross breach of the Sales Agreement.
3. If the damage sustained by the Seller exceeds the amount of the contractual penalty, the Seller may seek additional compensation on general terms. The compensation shall include both actual damage and lost profits.
4. The contractual penalties shall be payable within 14 days from the date of issuing a debit note.
5. Penalties charged to the Purchaser are cumulative.

V. Confidentiality obligation

§ 14

1. All information, in any form whatsoever, provided by the Parties within the scope of the Sales Agreement shall remain the property of the Party which disclosed such information to the other Party. Such information, unless the disclosing Party decides otherwise in writing, is to be appropriately protected against access by any third parties and unauthorised employees or associates of the other Party and used only for the purposes related to the Sales Agreement or other agreements to be concluded between the Parties.
2. Subject to the provisions of Sections 3-5 below, neither Party can, without a prior written consent of the other Party, copy, distribute or disclose to anyone the provisions of the Sales Agreement, information concerning the other Party or its interests, finances or activities, including any technical, technological, economic, financial, commercial (in particular constituting trade secrets), legal and organisational data and information concerning the other Party regardless of the form and the source of obtaining such information, except for information which is: commonly known, officially announced to the public, provided by a third party without breaching the confidentiality obligation, as well as information which must be disclosed to competent authorities or entities under mandatory provisions of law.
3. If it is required for proper performance of the Sales Agreement, the Parties may disclose, to the extent necessary, the information referred to in Section 2 above to those employees and co-workers to whom it proves indispensable for the performance of the activities entrusted within the framework of implementation of the Sales Agreement and only to the extent to which the recipient of the information must have access to it.
4. The Parties agree that the information referred to in Section 2 above may be provided to persons providing advisory, legal, insurance and auditing services as well as to persons with whom discussions are held and information is exchanged in connection with the intention to dispose of a Party's enterprise, shares or stocks by the shareholders of a relevant Party and shall be



disclosed upon request of the shareholders of a given Party provided that a prior written representation on the obligation to keep such information confidential has been obtained from such persons.

5. The Parties shall have the right to inform about the fact of their cooperation.
6. The Parties agree that public disclosure by the Seller of the information on the conclusion of the Sales Agreement, including on the Seller's website, shall not constitute the Seller's infringement of the provisions of the Sales Agreement. Any contrary provisions in the Sales Agreement shall be ineffective.

VI. Personal Data Protection

§ 15

1. The personal data controller is "ASMET" spółka z ograniczoną odpowiedzialnością with its registered office in Reguły, Al. Jerozolimskie 280, Reguły, 05-820 Piastów, phone no.: 22 753 24 11, e-mail: ado@asmet.com.pl.
2. The Purchaser's personal data shall be processed for the purpose of performance of the agreement, its settlement and possible pursuit of claims by the Seller. The processing is necessary for the performance of the agreement (in accordance with Article 6(1)(b) of the Personal Data Protection Regulation) and possible pursuit of claims, which constitutes a legitimate interest of the data controller (in accordance with Article 6(1)(f) of the Personal Data Protection Regulation).
3. The Purchaser's data will also be processed for marketing purposes, i.e. sending information by the Seller about new products and the Seller's promotional activities.
4. The data will be processed throughout the term of the agreement and, after its termination, until the expiry of the prescription period for possible claims. If consent has been given to the sending of commercial information by e-mail, the data will be processed until the withdrawal of such consent.
5. The Seller may engage external service providers (e.g. entities providing IT support, legal services, etc.) to process personal data on its behalf.
6. Each person has the right to request access to their personal data, their rectification, erasure, restriction of processing and their portability. Each person has the right to object to the processing of their personal data, including for marketing purposes, to lodge a complaint with the President of the Office for Personal Data Protection and to withdraw their consent at any time, without affecting the legality of the processing carried out on the basis of the consent given prior to its withdrawal.

VII. Severability clause

§ 16

The invalidity or unenforceability of any provision of the Sales Agreements shall not affect the validity or enforceability of the remaining provisions of the Sales Agreements. In the event of such invalidity



or unenforceability the Parties shall do everything possible to lawfully achieve or bring about the same objectives or economic effects which were to be achieved or brought about by the invalid or unenforceable provision. Moreover, if any provision of the Sales Agreements is found to be invalid, the remaining provisions shall remain in force and continue to be binding. Such invalid provision shall be promptly replaced by the Parties by a valid provision the effect of which comes as close as possible to reflecting the Parties' intention as expressed in the invalid provision ("**Severability Clause**").

VIII. Final provisions

§ 17

1. Sales Agreements concluded between the Parties, including these B2B GCS, shall be governed by Polish law. To all matters not regulated in the Sales Agreement (including these B2B GCS), the provisions of Polish law shall apply, the Civil Code in particular.
2. To the Sales Agreement concluded between the Parties the present B2B GCS of the Seller shall apply, whereas the general terms of sale or other general terms of contracts of the Purchaser shall be excluded.
3. The Seller's B2B GCS constitute an integral part of the Sales Agreements.
4. B2B GCS in the current wording are available on the Seller's website: www.asmet.com.pl.
5. In the case of any discrepancies between the content of the Sales Agreement and the content of B2B GCS, the provisions of the Sales Agreement shall prevail.
6. All the provisions of the Sales Agreements shall apply to the legal successors of the Parties.
7. Any disputes that may arise from the Sales Agreement or are related to the Sales Agreements shall be resolved by the Parties by way of negotiations and should no agreement be reached, the disputes shall be resolved by the Polish common court with jurisdiction over the registered office of the Seller.
8. The transfer of all or some of the Purchaser's rights or obligations under the Sales Agreement to another entity requires prior written consent of the Seller.
9. The Seller may transfer any amount due to Purchaser under the Sales Agreement to a third party without the consent of the Purchaser.
10. The Seller is entitled to amend the B2B GCS. The amendments introduced become effective towards the Buyer at the moment of their delivery to the Purchaser. However, the amendments to the B2B GCS do not apply to the Purchaser's Orders effectively submitted before the date of notification thereof to the Purchaser.
11. The headings in the present B2B GCS are of informative nature and should be construed as such

Reguły, dated 28.03 2022

"ASMET" SP. Z O.O.
CZŁONEK ZARZĄDU

Janusz Onyszczyk

