

General Terms and Conditions of Export Sale of Relpol S.A.

§1

GENERAL PROVISIONS

- 1) The following General Terms and Conditions of Export Sales of RELPOL S.A. apply exclusively to the export sale of goods and services offered by RELPOL S.A.
- 2) **General Terms and Conditions of Export Sales of RELPOL S.A. (GTC)** are available at www.relpol.pl, allowing the Buyer to review them prior to entering into the contract. Additionally, the current version of the GTC is included with each order confirmation, ensuring full transparency regarding the terms of cooperation.
Upon the Buyer placing an order or the conclusion of a sales contract, the provisions of the GTC become an integral part of the contract and are binding on the Parties, unless the Parties agree otherwise in writing.
- 3) These General Terms and Conditions do not apply to transactions for which the Parties have entered into a separate written agreement or contract, to the extent that such matters are governed differently therein. In matters not covered by such an agreement or contract, the provisions of these General Terms and Conditions shall remain in force.
- 4) Relpol's offer is intended exclusively for business owners, legal entities, and entities engaged in commercial, professional, or statutory activities. Relpol does not sell to consumers as defined in Article 22¹ of the Civil Code. By placing an order, the Buyer declares that the purchase is directly related to their commercial and professional activities.
In the case of natural persons conducting business activities to whom consumer protection laws apply (pursuant to Article 385⁵ of the Civil Code), the provisions of these General Terms and Conditions shall apply to the extent that they do not restrict their mandatory statutory rights.
The Seller reserves the right to verify the Buyer's business status before fulfilling the order.
- 5) Any terms and conditions governing the performance of contracts used by the Buyer that differ from the general terms and conditions of sale of RELPOL S.A. are not accepted by RELPOL S.A. Any additional or differing commercial terms and conditions of the Buyer are binding on RELPOL S.A. only if they have been accepted by RELPOL S.A. in writing.
- 6) The Buyer consents to the processing of their personal data by the Seller for the purposes of issuing invoices, compiling sales statistics, and marketing products. In accordance with the Act on the Provision of Electronic Services of July 18, 2002 (i.e., Journal of Laws of 2024, item 1513, as amended), also consents to the electronic transmission of commercial information and, for this purpose, is required to provide an email address for correspondence with the Seller. The Seller undertakes not to disclose the Buyer's data to third parties or other companies.
- 7) The terms used in the General Terms and Conditions of Sale have the following meanings:
 - a) Seller – "RELPOL" S.A., with its registered office in Żary, 68-200 Żary, ul. 11 Listopada 37, entered in the National Court Register (KRS) by the District Court in Zielona Góra, 8th Commercial Division, under KRS number 0000088688, with Tax Identification Number (NIP) 928-000-70-76 and National Business Registry Number (REGON): 970010355. Fully paid-up share capital: PLN 48,045,965.

- b) Buyer – an entity purchasing goods or services from Relpol S.A., being: an entrepreneur within the meaning of Article 43¹ of the Civil Code, a legal person, an organizational unit without legal personality to which the law grants legal capacity, an entity of the public finance sector, or an entity performing statutory, public, or professional activities, which makes a purchase in connection with its business, professional, or statutory activities.
- c) Goods – the products and services that the Seller will provide to the Buyer pursuant to the accepted order confirmation.
- d) Export Sale – means the sale of goods and services where the Buyer conducts business outside the territory of the Republic of Poland..
- e) General Terms and Conditions (**GTC**) - General Terms and Conditions of Export Sales of RELPOL S.A
- f) Incoterms 2020 – international terms of sale setting forth the obligations and liabilities of the Buyer and the Seller.

§2

OFFERS, SALES INFORMATION

1) **Written offer**

- a) The Seller's written offer covers only the goods and services specified therein. Any additional items, accessories, or maintenance services not listed in the offer require separate arrangements and an additional quotation.
- b) The Seller's written offer is valid for 30 days from the date of issuance, unless a different period is specified in the offer. Upon expiration of this period, the offer automatically expires without the need for any further notice.
- c) The sales contract is concluded upon the Seller's written confirmation of the order.
- d) Any correspondence from the Seller that is not expressly designated as an offer constitutes merely commercial information.

2) **Catalog offer**

- a) The information contained in the Seller's catalogs, brochures, product sheets, technical materials, and other informational materials (including those published on the website www.relpol.pl) is provided for informational purposes only and does not constitute an offer within the meaning of Article 66 of the Civil Code.
- b) The technical specifications, diagrams, photographs, and descriptions contained herein are subject to change due to technical advancements, design modifications, and applicable standards. Such changes do not require prior notice to the Buyer.
- c) The Seller is bound solely by the terms and conditions set forth in the order confirmation or in the agreement entered into between the parties. The order confirmation, which includes the product's full model number, clearly specifies the subject of the sale and its technical specifications.
- d) The product's technical specifications are determined in accordance with the version of the technical documentation in effect at the Seller's premises on the date the order is confirmed.
- e) In the case of custom-made goods (special designs and product modifications), the scope of the Seller's performance is determined by the agreed technical specifications and the order confirmation. The configuration specified in the order

confirmation is binding, unless the parties have expressly agreed that the technical documentation must be signed as a condition for performance.

- f) The Buyer is responsible for selecting the correct product for a specific application and operating environment, unless the Seller has provided a written application analysis or a written recommendation for a specific solution.
- g) The inclusion of a product in the Seller's catalog, price lists, or other promotional materials does not guarantee its availability.

§3

PRODUCT SAFETY AND USE

1) Technical selection and operating parameters

The Buyer bears sole responsibility for selecting the correct product for the intended application, taking into account its technical specifications and ensuring an adequate safety margin. It is prohibited to use the product in a manner that exceeds its rated parameters or under conditions inconsistent with the technical documentation. In such cases, the Seller shall not be liable for any damages arising from such use.

2) Installation and operation

Installation, connection, and maintenance work may only be performed by persons with the appropriate qualifications and certifications. All work must be performed with the power supply disconnected. The seller shall not be liable for the consequences of improper installation, connection, modification, or use of the product in a manner inconsistent with the documentation.

3) High-risk applications

In applications where a product failure could result in a threat to life, health, the environment, or property of significant value, the Buyer is required to design the system using appropriate protective measures, including redundant solutions and independent safeguards. Responsibility for the design, validation, and safety of the entire system rests with the system designer and integrator.

4) Documentation

Detailed guidelines for safe use are set forth in the "Relpol S.A. Product Safety Instructions," which form an integral part of the technical documentation and are available online at: [Relpol S.A. Product Safety Instructions](#)

§4

CONTRACT EXECUTION AND ORDER FULFILLMENT

1) Methods of entering into a contract

The agreement is concluded by:

- a) written or electronic confirmation by the Seller of the order placed by the Buyer;
- b) the signing by both Parties of a separate agreement in written or electronic form.

2) Quotation Procedure and Order Placement

- a) In response to the Buyer's inquiry, the Seller sends the offer via email.
- b) The buyer may also place an order without first receiving a quote. In such cases, the order must be confirmed in writing by the seller.

- c) Orders should be submitted electronically to: order_handling@repol.com.pl or to the email address of your assigned product manager.
- d) The Seller's written confirmation of the order constitutes the definitive basis for deeming the contract concluded and defines the scope of the Parties' obligations..

3) Buyer's Representative

An order may be placed by persons authorized to represent the Buyer in accordance with the relevant registry (KRS/CEIDG) or by persons holding the appropriate authorization to place orders on behalf of the Buyer.

4) Order Cancellation and Contractual Penalties

- a) The Buyer is not entitled to unilaterally cancel an order that has been confirmed by the Seller. The Seller declares its willingness to consider requests for withdrawal from or termination of the contract on a case-by-case basis and to cooperate with the Buyer to agree on specific procedures in such situations, subject to the requirement of obtaining written consent from an authorized representative of the Seller.
- b) If the Seller agrees to cancel the order, the Seller is entitled to charge a contractual penalty, the amount of which depends on the stage of order fulfillment:
 - 10 % after the Buyer places an order, but before the Seller purchases the components
 - 20 % after the Seller has purchased the components
 - 30 % after the Seller begins production of the orderNotwithstanding the contractual penalty, the Seller may seek damages in excess of its amount in accordance with general principles.
- c) Any prepayments made by the Buyer toward a given order shall first be applied toward the contractual penalty due.

§5

PRICES AND PAYMENT TERMS

1) Prices of goods and services

- a) The prices listed in offers and price lists are net prices in EUR or USD. VAT is added to these prices at the rate in effect on the date the invoice is issued, unless otherwise required by law.
- b) For sales made under terms other than those specified in the price list, the price indicated in the order confirmation or individual contract shall be binding.
- c) The prices listed in the price list are retail prices. Purchasing in bulk entitles the Buyer to negotiate prices cen.

2) Indexation clause (cost-based):

- a) The prices of the products specified in the offer, order confirmation, or contract are determined based on the Seller's total production costs as of the date of the contract or order confirmation (in particular, the costs of raw materials and components, energy, labor, transportation, and other third-party services).
- b) If, during the order fulfillment period or the term of the contract, the total cost of manufacturing the products on the Seller's side increases by more than 5% compared to the cost used in the calculation of the original price (as of the date

of contract conclusion/order confirmation), the Seller shall have the right to request the Buyer to adjust the prices of the products covered by the relevant contract or order.

- c) The Seller shall provide the Buyer with information regarding the increase in costs, along with a breakdown indicating the main cost categories that have changed, and shall specify the impact of this change on the cost of manufacturing the products.
- d) Upon receipt of the Seller's request, together with the price calculation referred to in paragraph 2.c, the Parties shall immediately, but no later than within 14 days, enter into negotiations in good faith to agree on new price levels. The new prices shall apply to deliveries made after the conclusion of the negotiations, unless the Parties agree otherwise.
- e) If no agreement is reached within 14 days of the date of delivery of the request, the Seller is entitled to terminate the framework agreement or standing orders with future effect, subject to a 30-day notice period.
- f) A price change made pursuant to this clause does not constitute an amendment to the agreement requiring the preparation of a separate addendum, provided that this clause forms an integral part of the agreement/General Terms and Conditions, and the new prices are confirmed by the Parties in writing (in particular through email correspondence).

3) Issuing and delivering invoices:

- a) Invoices are issued in accordance with applicable Polish law through the National e-Invoice System (KSeF)
- b) Buyers outside the Republic of Poland receive an invoice in PDF format (with a QR code, as required by KSeF). The date the invoice is sent to KSeF is considered the date of issuance..
- c) The payment due date is calculated from the date the invoice is issued in the Seller's system, as indicated on the invoice preview and specified in the invoice text. This due date is independent of the date the goods are actually delivered to the Buyer and the date of their acceptance.
- d) The Buyer is required to collect the Goods immediately upon delivery by the courier or upon notification that they are available at the Seller's warehouse. In the event of a delay in collection, the Buyer may be charged for storage, additional transportation, and security costs, subject to other rights of the Seller set forth below. W If the Buyer fails to collect the Goods, the Seller shall request that the Buyer collect them, setting an additional 7-day deadline (in writing or electronically to the Buyer's email address) If the deadline expires without result, the Seller may withdraw from the contract (in writing or electronically to the Buyer's email address) and charge the Buyer a contractual penalty equal to 30% of the gross value of the Goods. Notwithstanding the contractual penalty, the Seller may seek damages exceeding its value under general principles.
If the Buyer has not collected custom-made Goods (special orders and product modifications), the Seller may demand full payment for the Goods, subject to the aforementioned rights to a contractual penalty and damages.
If the Seller exercises its right to withdraw from the contract, it may sell the Goods ordered by the Buyer to a third party, while retaining the rights to a contractual penalty and damages as specified above.

f) The date of payment shall be the date on which the funds are credited to the Seller's bank account.

4) Delay in payment

In the event that the Buyer delays payment of any amount due, even in part, the Seller is entitled—following a prior unsuccessful demand for payment within a specified time limit (sent in writing or electronically to the Buyer's email address)— to declare the entire remaining amount of the Buyer's debt immediately due and payable and, at its discretion, to:

- to withdraw from the contract in whole or in part, at your discretion;
- suspension of current deliveries;
- suspension of the fulfillment of the Buyer's new orders;
- the accrual of statutory interest for late payment in commercial transactions in accordance with applicable law, from the due date of the payment until the date of payment;
- to claim compensation from the Buyer for debt collection costs in the amount provided for by the Act on Counteracting Excessive Delays in Commercial Transactions, and to claim costs exceeding that amount in accordance with general principles;
- to apply any payments made by the Buyer first toward any interest due, and subsequently toward the oldest outstanding amounts, including those arising from other agreements between the Parties—regardless of the payment description provided by the Buyer;
- do to request the return of the goods (at the Buyer's expense and risk), without prejudice to the right to pursue further claims.

5) Solvency and collateral

- a) W If the Seller begins a business relationship with a new Buyer, the Seller reserves the right to require 100% prepayment (pro forma) for the first three deliveries prior to shipment of the goods or, upon mutual agreement, to require payment upon delivery.
- b) W If there are reasonable doubts regarding the Buyer's financial situation, the Seller may require payment security (bank guarantee, receivables insurance).

6) Deductions

The Buyer may not make any deductions without the Seller's written consent, except for corrective invoices.

7) Reservation of ownership

The Seller reserves the right, in accordance with Articles 589–591 of the Civil Code, to retain ownership of the goods until the Buyer has paid the full price, along with any incidental charges arising from the relevant contract and other due and payable obligations to the Seller. If the goods are processed, combined, or incorporated into other items prior to payment, the Seller acquires co-ownership of the resulting item in a proportion corresponding to the value of the goods.

§6

DELIVERY OF GOODS, PACKAGING, PICKUP COSTS

1) Minimum purchase quantities (MOQ)

- a) The prices listed in offers and price lists apply to the minimum purchase quantities specified for each product or to multiples thereof..
- b) The minimum order quantity (MOQ) refers to the smallest permissible number of units and its multiples of a given product that can be ordered, and constitutes a binding term of sale..
- c) If an order is placed for a quantity less than the MOQ or not a multiple thereof (for products for which such quantities have been specified), the Seller reserves the right to refuse to fulfill the order or - after notifying the Buyer in advance - to charge an additional handling fee equal to 20% of the value of the goods ordered in a manner inconsistent with the specified logistics units.

2) Shipping, delivery

- a) Unless the parties agree otherwise in writing or in the order confirmation, deliveries are made on EXW Żary, Poland terms (Incoterms 2020).
- b) The method of shipping the goods shall be selected by the Seller at its discretion, unless the Buyer specifies otherwise in the order and the Seller agrees to such specification.
- c) Transport costs shall be borne as follows:
 - the Buyer if the net order value does not exceed PLN 1,000.00;
 - the Seller if the net order value exceeds PLN 1,000.00.
- d) Delivery of the goods takes place upon their handover to the carrier or to a person acting on behalf of the Buyer. At that moment, the benefits and burdens associated with the goods, as well as the risk of their accidental loss or damage, pass to the Buyer.

The Seller shall not be liable for any loss or damage to the goods occurring after the risk has passed to the Buyer.
- e) In the case of in-person pickup, the Buyer is required to collect the goods at the Seller's premises on the date agreed upon by the Parties.
- f) The date on which the Seller delivers the goods to the carrier serves as the basis for issuing a VAT invoice.
- g) In the case of sales on a prepayment basis, the goods are released from the warehouse after the full amount due has been credited to the Seller's bank account.

3) Receipt of Goods and Shipping Claims

- a) The Buyer is required to receipt the ordered goods from the Seller at the location and time specified in the order, and, if no such details are provided, to receipt the goods at the Seller's place of business.
- b) The Buyer is obligated to receipt the ordered Goods from the courier or immediately upon notification of their availability in the Seller's warehouses. In the event of a delay in receipt, the Buyer may be charged storage costs, subject to other rights available to the Seller. Each partial delivery shall constitute a separate transaction and may be invoiced separately by the Seller.

- c) The Buyer is required to arrange for the unloading of the goods and to ensure that a person authorized to receive the delivery is present at the designated location and time.
 - d) It is presumed that the person collecting the goods at the Buyer's place of business is authorized to do so.
 - e) The buyer is required to inspect the goods in the presence of the carrier for visible damage and quantity discrepancies.
 - f) If any visible damage or quantity discrepancies are found, the Buyer is required to:
 - make the appropriate note on the waybill
 - prepare a damage report signed by the carrier
 - provide the Seller with a copy of the documents along with the complaint within 2 business days of the delivery date.
 - g) The absence of a note on the waybill or the absence of a damage report may constitute grounds for refusing to accept a claim regarding visible transport damage.
 - h) The Buyer is required to inspect the delivered goods for quantity and quality with due diligence within 5 business days of the delivery date. Reporting any discrepancies after this period results in the loss of the right to pursue claims in this regard.
 - i) A complaint must be submitted in writing or in a documented form and must include a description of the non-conformity, photographic documentation, and - at the Seller's request - the defective goods for inspection.
 - j) The Buyer is required to secure the goods that are the subject of the complaint and allow the Seller, the carrier, or the insurer to inspect them. At the Seller's request, the Buyer shall return the damaged goods or handle them in accordance with the Seller's instructions.
- 4) The Seller shall not be liable for any loss or damage to the goods occurring after they have been delivered to the Buyer.

§7

ORDER DELIVERY TIMES

- 1) The Seller will fulfill the order within the timeframe determined by current stock availability, provided that the goods are in the Seller's inventory, unless the Parties agree on a different delivery date.
If the item is out of stock, delivery will be made on a date agreed upon individually or specified by the Seller in the order confirmation.
- 2) The Seller is exempt from meeting the order fulfillment deadlines if, after accepting the order, circumstances arise that are beyond the Seller's control, in particular: force majeure, understood as a lockout, strike, epidemic, war, embargo, decisions by competent administrative and local government authorities, fire, flood, and other natural disasters, or interruptions or delays in the supply of raw materials, energy, and components.
The Seller shall notify the Buyer of the occurrence of such circumstances in writing (e.g., by e-mail).
- 3) The occurrence of the circumstances referred to in paragraph 2 shall suspend the performance of the order for the duration of such circumstances and for the period necessary to resume normal order fulfillment.
- 4) The suspension of order fulfillment for the reasons stated above does not entitle the Buyer to claim damages.

- 5) The Seller has the right to suspend delivery if the Buyer exceeds the granted trade credit limit or in the event of delays in payment.
- 6) Delivery of the goods occurs when the goods leave the Seller's warehouse upon handover to the Buyer, or, if the goods are delivered by a carrier (by mail or other means of transport), delivery occurs upon handover to the carrier.
- 7) In the event of an anticipated delay in delivery, the Seller shall notify the Buyer of the new delivery date in writing..
 - a) If the Buyer does not object to the new delivery date within 3 business days of the date of confirmation of receipt of the written notice, it shall be deemed that the Buyer has accepted the new delivery date.
 - b) The Buyer's failure to accept the goods does not relieve them of the obligation to accept delivery and pay for the goods, unless the parties agree otherwise.

§8

WARRANTY FOR DEFECTS

- 1) The Seller provides a quality guarantee for the delivered goods. Under this guarantee, the Seller agrees to repair or replace defective goods, provided that the Seller's obligations set forth above shall not apply in the event that:
 - a) the goods were not stored, used, or maintained in accordance with the technical documentation for those goods or in accordance with generally accepted practices in this regard;
 - b) the product's malfunction is the result of failure to comply with the Seller's requirements or generally accepted practices regarding installation or power suppl.
- 2) The warranty set forth in this paragraph does not apply to any non-standard (non-catalog) products that have undergone design, functional, or material modifications made in accordance with the Buyer's instructions and wishes and in consultation with the Buyer.
- 3) The warranty terms for this type of work are defined in a separate agreement or contract between the Seller and the Buyer in writing.
- 4) The warranty period for goods sold by the Seller is 24 months from the date of delivery.
- 5) The warranty applies only to the Buyer and is not transferable to third parties.
- 6) Goods that have been replaced or partially repaired during the warranty period due to reported defects are covered by a warranty for a period of 12 months from the date of delivery to the Buyer, but no longer than 24 months from the date of the original delivery of the goods.
- 7) The warranty does not cover defects or damage to the goods resulting from circumstances beyond the Seller's control or arising from the Buyer's actions or omissions, in particular: improper installation, modification of the goods, improper use, storage under inappropriate conditions, use of incorrect supply voltage, faulty installation protection, power surges, lightning strikes, force majeure, normal wear and tear, negligence, or violation of electrical best practices.
- 8) The warranty conditions are met if the Buyer notifies the Seller in writing (by completing the complaint form available on the RELPOL SA website) of any defects, providing a detailed description of the scope of the defects discovered, the circumstances under which they occurred, the type of equipment in which the product was used, and the nature of the installation.

- 9) The complaint will be processed in accordance with the “The procedure of managing of quality complaints” available at www.relpol.pl/en, without delay, no later than 14 days from the date of submission, unless the Parties agree otherwise.
- 10) Once a complaint has been properly filed, the Seller will assign it an RMA number. The Buyer is required to immediately send samples of the defective goods in the quantity agreed upon with the Quality Department. Failure to provide samples will prevent the complaint from being processed. The Buyer shall bear the costs of transporting the samples; if the complaint is upheld, these costs shall be reimbursed. Other arrangements for settling the costs of transporting samples of the goods subject to complaint are permitted based on separate agreements between both parties.
- 11) The Seller makes no warranties or representations regarding the suitability of the goods for any specific purpose intended by the Buyer, unless the Seller has expressly accepted liability for such use in writing, under penalty of nullity.
- 12) The Seller shall not be liable for the selection of the goods for a specific application or for the consequences of their use in a particular application. The Buyer shall be solely responsible for verifying the suitability of the goods for the intended application.
- 13) Complaint form templates, along with their attachments, are available on the Seller’s website at www.relpol.pl and may be downloaded in any quantity.

§9

LIABILITY

- 1) The terms of the agreement accepted by the Seller and these General Terms and Conditions of Sale exclusively and comprehensively define the scope of the Parties’ rights and obligations, including the Seller’s liability, to the extent permitted by applicable law, and exclude all other statements, representations, warranties, or conditions, whether express, implied, or statutory, unless expressly accepted by the Seller in writing under penalty of nullity.
- 2) In dealings with business entities, the Seller’s liability under the warranty is excluded to the fullest extent permitted by law, in accordance with Article 558 §1 of the Civil Code.
- 3) The Seller shall in no event be liable, whether under contract, tort, or any other legal basis, for any exceptional, indirect, incidental, or consequential damages, including loss of profits of the Buyer or any third party.
- 4) In any case, regardless of the cause or subject matter of the claim, the Seller’s total liability on all grounds is limited to the net price of the goods that are the subject of the claim.

§10

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 1) All intellectual and industrial property rights related to the products, including patents, designs, trademarks, know-how, technical documentation, and software, remain the exclusive property of the Seller.
- 2) The purchase of the product does not result in the transfer of any intellectual property rights or the granting of any implied license, except for the non-exclusive right to use the product in accordance with its intended purpose..

- 3) To the extent necessary for the use of the product, the Seller may grant the Buyer a non-exclusive, non-transferable license to use the software or other protected elements, subject to the terms and conditions set forth in a separate license agreement.
- 4) The Buyer agrees not to copy, modify, decompile, disassemble, or otherwise reverse engineer the product or software, unless otherwise required by mandatory provisions of law.
- 5) All documents, drawings, diagrams, and other materials provided to the Buyer remain the property of the Seller, are subject to trade secret protection, and may be used solely for the proper use of the product. They may not be copied or disclosed to third parties without the Seller's prior written consent.
- 6) The Buyer agrees to keep confidential all technical, commercial, and organizational information concerning the Seller that is not publicly available.

§11

FINAL PROVISIONS

- 1) The governing law for these general terms and conditions of sale is Polish law.
- 2) In matters not covered by these General Terms and Conditions, the provisions of the Civil Code shall apply
- 3) The invalidity of any individual provision shall not affect the validity of the remaining provisions of the General Terms and Conditions (severability clause).
- 4) The parties shall endeavor to resolve amicably any disputes arising in connection with the performance of the contracts governed by these terms and conditions. If an amicable resolution cannot be reached, the court having jurisdiction over the Seller's place of business shall have exclusive jurisdiction to hear the case.

Relpol SA, Żary, 01.04.2026 r.