

GENERAL SALES TERMS & CONDITIONS

1. General Provisions

- 1.1 The following General Sales Terms and Conditions (hereinafter referred to as "GSTC") specify the rights and obligations of parties to Goods Sales Agreements of telka SA.
- 1.2 Contractual provisions, agreed upon individually and accepted in a written form, if such provisions were made, shall prevail over provisions of this GSTC with regard to provisions other than of this GSTC.
- 1.3 This GSTC are published on the Seller's website: [link do postanowień w j. ang] and made available to the Buyer at the stage of concluding Sales Agreement or making an Offer by the Seller.
- 1.4 Upon the conclusion of the Sales Agreement, the Buyer fully agrees to the terms of GSTC.

2. Definitions

- 2.1 **Seller** – telka SA with its registered office in Spalice, Poland, entered into the Registry of Entrepreneurs kept by the District Court for Wrocław-Fabryczna, Commercial Division of KRS under the KRS No. 0000639842;

Buyer – a natural person conducting a business activity, a legal person or an organizational unit without legal personality, being a party to the Sales Agreement

Sales Agreement – an agreement concluded between the Seller and the Buyer, subject of which is the specification of the terms and conditions of the sale of Goods, whereby the effective conclusion of the agreement may occur only in the presence of authorized representatives of the Seller and the Buyer; in case of absence of other written agreement, the Sales Agreement is concluded at the time of accepting an Order by the Seller

Offer – a document drafted by the Seller that contains information about the Goods, including the price of particular elements of the Goods, their availability, delivery term, and payment conditions, valid for a period indicated therein. Price lists and other commercial information sent by Seller's employees or other cooperating persons, which do not specify the Goods in detail and which were not clearly marked as an Offer, do not constitute an Offer (also in the light of provisions of the Act of 23 April 1964 Polish Civil Code).

Goods – elements of construction equipment, in particular of scaffoldings and formworks or their parts, or any other element being the object of the Offer.



Transport Service – the activity of transporting the Goods, performed by persons authorized by the Seller, with the use of means of transport owned by the Seller or to the use of which the Seller is authorized based on other legal relationships;

Trading Limit – delayed term of payment for the Goods agreed upon individually between the Seller and the Buyer

Communicator – applications made available by the Seller serving as Internet communicators improving the communication between the Parties;

Force majeure – an event of an external character, unforeseeable at the time of concluding the agreement, and which could not be prevented by the Parties, such as: terrorist attack, fire, flooding, war, riots, explosion, prolonged power outages, state or public authorities action that make it impossible to perform the works and services to the extent related to the performance of the Agreement; pandemic, epidemic, etc.

3. Terms of Sale of Goods

- 3.1 The sale of the Goods shall take place once the Buyer places an Order (hereinafter referred to as “the Order”)
- 3.2 By placing the Order, the Buyer represents that they have sufficient financial means to make a payment in the amount agreed upon and within the term specified on the invoice.
- 3.3 The Order can be placed:
 - a. via e-mail to: handlowy@telka.pl
 - b. with the use of the Communicator
- 3.4 When placing the Order, the Buyer is obliged to provide:
 - a. the name of the company
 - b. the address, phone numbers and e-mail address of the contact person
 - c. tax identification numbers
 - d. the company and the address of the recipient (destination address) if other than the details of the Buyer
 - e. place of delivery (if applicable)
- 3.5. The Agreement is concluded at the moment of accepting the Order by the Seller, which occurs by sending the Buyer an e-mail or a text message through the Communicator that confirms the Order was accepted to be processed.



4. Receipt of Goods

- 4.1 The Seller shall notify the Buyer to the e-mail address provided in the Order or through the Communicator about the date on which the ordered Goods will be ready to be received.
- 4.2 In case of delays in reception of the Goods by the Buyer, the Seller can demand contractual penalty to be paid for each day of delay, to the extent to which the delay results in work stoppage of warehouse workers that are responsible for the release of the Goods from the Seller's warehouse. The amount of the contractual penalty is agreed upon individually with the Buyer at the moment of specifying the time of reception of the purchased Goods.
- 4.3 The Seller shall make every effort so that the Goods are ready to be collected by the Buyer on the agreed date. However, a delay in fulfillment of the Order no longer than 30 days does not constitute the grounds for terminating or withdrawing from the agreement by the Buyer and refusing to collect the Goods. The Seller is not liable for costs and damages borne by the Buyer resulting from the delay in availability of the Goods.
- 4.4 If no other agreements were made, the Buyer shall collect the Goods at the Seller's warehouse.
- 4.5 Buyer's vehicle shall be brought to Seller's warehouse in time indicated by the Seller. The Parties shall make arrangements by email or the Communicator.
- 4.6 The loading of the Goods shall be performed by the Seller, whilst the vehicle provided by the Buyer shall be suitable for double-sided loading with the use of forklifts. In case a vehicle that does not meet the above requirement is provided, the Seller is entitled to refuse the loading.
- 4.7 If the loading is to be performed by the Buyer, the Buyer represents that the person responsible for the loading of the Goods will be equipped with appropriate personal protective equipment, i.e. a reflective vest and protective footwear, which are necessary for the safe and proper loading of the Goods. At the same time, the Buyer declares that the person responsible for the loading was trained in OHS, and that the Seller is excluded from liability for any damages resulting from improper loading of the Goods.
- 4.8 In case the person designated by the Buyer to perform the loading does not satisfy the requirements specified in the section above, the Seller has the right to refuse to release the Goods or to perform the loading on their own at the expense of the Buyer
- 4.9 Without prejudice to the above provisions, in case of Buyer's delay in providing means of transport that exceeds the time agreed upon by the parties by more than 30 minutes, the Seller is entitled to refuse the loading and to indicate another term.
- 4.10 Irrespective of payment conditions included in the Offer, if the Buyer has exceeded the trading limit or has unregulated debt to telka SA, the Seller can withhold the release of the Goods until the Buyer settles the debt.



5. Terms of Performing Transport Services

- 5.1 On the terms specified hereunder, the Buyer may commission the Seller to provide the Transport Service to a place indicated by the Buyer.
- 5.2 Any orders related to the Transport Service shall be reported to the Seller at least 3 working days in advance, unless the Buyer included necessary information in the Order.
- 5.3 The Order mentioned hereinabove may be placed in the following way:
 - a. via email to: handlowy@telka.pl or
 - b. through the Communicatorand becomes final and binding at the time of its confirmation by the Seller.
- 5.4 When ordering the Transport service, the Buyer is obliged to notify the Seller about:
 - a. the precise address of Goods' delivery
 - b. the required type of a vehicle necessary for the transport service.
- 5.5 Remuneration for the transport of the Goods from the Seller's warehouse to the delivery place shall be calculated individually for each Order, unless the Offer states otherwise.
- 5.6 While performing Goods unloading activities by the Seller at the delivery place of the Goods, the Buyer is obliged to exercise due diligence regarding the quantity and quality assurance of the delivered Goods under the pain of losing the rights mentioned in sections 10.1-10.13 hereunder.
- 5.7 Without prejudice to the section 5.6 hereinabove, the risk of destruction or loss of the Goods shall transfer to the Buyer the moment the unloading activities are completed and the person receiving the Goods undersigns the delivery note.

6. Payment

- 6.1 The purchase prices of the Goods are net prices expressed in PLN or EUR.
- 6.2 VAT tax or other equivalent tax in the amount applicable on the day of issuing an invoice shall be added to the net price.
- 6.3 The Buyer is obliged to pay the total price for the purchased Goods within the agreed time limit, indicated on the invoice. The payment shall be understood as crediting of the Seller's account.
- 6.4 Submitting a receipt of a bank transfer by the Buyer is not synonymous with making a payment for the purchased goods.
- 6.5 In case of delays in payment, the Seller can accrue maximum statutory interest from the invoice due date to the day of making a payment.
- 6.6 The Seller can transfer the receivables to a third party.



- 6.7 The Seller can refuse the sale of Goods to the Buyer and demand the Buyer to make 100% pre-payment if:
- a. The Buyer was late with the payment for previously delivered Goods or their part, or
 - b. if the Seller becomes aware that the Buyer has unsettled debt to telka SA or exceeded the trade limit.
- 6.8 In case the Buyer does not make a pre-payment in time designated by the Seller, the Seller has the right of withdrawing from the Sales Agreement.

7. Goods Ownership Transfer

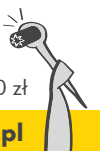
- 7.1 Without prejudice to section 7.2, the ownership transfer of the Goods to the Buyer shall take place upon making a full payment for the Goods.
- 7.2 If the Buyer does not make the payment within the term indicated by the Seller, the Seller has the right to demand the Buyer to return the Goods.
- 7.3 In case the Goods are not returned within the term indicated by the Seller, the Seller has the right to collect the Goods at the Buyer's expense. The Buyer shall enable the Seller to collect the Goods in time and place indicated by the Seller.
- 7.4 Without prejudice to the provisions of 7.3 above, if the Goods were worn out or damaged, in particular when the value of the Goods collected by the Seller from the Buyer is lower than the amount of the payment, the Seller may also demand full-amount compensation.
- 7.5 The Buyer may not seek any redress from the Seller resulting from the event of recovering the Goods by the Seller, which are the Seller's property.

8. Force Majeure

The Seller is not obliged to satisfy the terms of the Sales Agreement if it is fully or partially impossible due to the occurrence of force majeure. In such case, the Parties shall cooperate to agree on a new date of performance of the Agreement.

9. Risk of Loss or Destruction of Goods

Without prejudice to the section 5.7, the risk of loss or destruction of the Goods transfers to the Buyer upon handing over the Goods from the Seller's warehouse. Other arrangements shall be made in writing at the moment of making the Order.



10. Warranty and Guarantee

- 10.1 The Seller is liable for warranty only according to the rules specified in these GSTC. Any further liability under warranty is excluded.
- 10.2 The Buyer is obliged to inspect the Goods upon unloading or reception from the Seller's warehouse and confirm their condition in the receipt protocol or delivery document.
- 10.3 To preserve the rights arising from the warranty, the Buyer is obliged to examine the Goods immediately after the receipt of the Goods (but no later than within 3 working days from the date of the receipt of the Goods) for compliance with the quantity and type, specified in the Sales Agreement or on the invoice, and the proper qualitative condition of the Goods, under the penalty of forfeiting claims against the Seller.
- 10.4 In the event of discovering any defects of the Goods within 3 working days from the date of the receipt of the Goods, the Buyer is obliged to immediately notify the Seller by sending an electronic correspondence to the email: handlowy@telka.pl no later than within 3 working days from the date of the receipt of the Goods. Complaints filed after the lapse of this term shall not be considered, and the Buyer forfeits all warranty rights.
- 10.5 Any potential hidden defects that may be revealed only during performance of the works with the use of the Goods must be reported to the Seller within 5 calendar days from the date of their discovery via electronic correspondence sent to the address: hadlowy@telka.pl. Complaints filed after the lapse of this term will not be considered, and the Buyer forfeits all warranty rights.
- 10.6 In the event of reporting any defects of the Goods, the Buyer is obliged to make the disputed Goods available at the place of their delivery, for examination by the Seller's representative (even if the Goods have already been partially used for certain works) to determine the legitimacy of the complaint, including whether the complained Goods were used according to their intended purpose, and especially in accordance with information contained in technical data sheets of the Goods and/or other documents.
- 10.7 If the Seller is unable to examine the Goods at the location indicated by the Buyer, they have the right to request the Buyer to provide photographic documentation that demonstrates the defects of the Goods.
- 10.8 In other cases, the procedure for inspection and acceptance of the Goods will be determined case-by-case by the Seller, after the Buyer notifies of the defects of the Goods. The delivery of the complained Goods to the Seller's registered office that was not agreed upon with the Seller is solely at the risk and the expense of the Buyer.
- 10.9 After the Seller's representative examines the complained Goods or the photographic documentation, a complaint protocol (hereinafter referred to as the "**Protocol**") will be drawn up, where the Seller's representative shall include their comments. The Buyer's representative should also undersign the Protocol. Absence of the Buyer's signature on the Protocol does not affect its validity.



- 10.10 The complaint will be considered within 14 calendar days from the date of filing the complaint by the Buyer or examining the Goods by the Seller at the location indicated by the Buyer.
- 10.11 In case the complaint is found to be justified, the Seller may, at their discretion:
- a. repair the defective Goods;
 - b. reduce the price in proportion to the value of the established defect; or
 - c. replace the defective Goods with Goods free from defects, at the expense and risk of the Seller.
- 10.12 The Buyer is obliged to take all possible actions that will minimize or aim to minimize any possible damages related to the use of defective Goods. In case of failure to take such actions in relation to damages that could have been reduced or would not have increased had the Buyer taken specific actions, the Seller shall not be liable for damages.
- 10.13 The Seller's liability towards the Buyer is limited – both within a single claim, as well as for all claims in total – to the amount that was paid for the Order, whereby the Seller shall not be liable for the benefits lost.
- 10.14 The Seller is obliged to deliver defect-free Goods to the Buyer within a reasonable time, depending on Seller's capabilities.
- 10.15 Regardless of the rights resulting from the warranty, the Seller may provide a guarantee to the Buyer for the Goods sold. The guarantee period is calculated from the date of the sale of the Goods.
- 10.16 Detailed guarantee terms and its duration are provided in the warranty card attached to the Goods.

11. Used Goods

- 11.1 The Seller also offers used goods in their offer.
- 11.2 At the stage of preparing the Offer as well as the Order, the Seller is obliged to provide detailed information about the specificity of the Used Goods, in particular about their defects, damages, and the need to repair.
- 11.3 The description of the Used Goods is attached to the Offer.
- 11.4 Due to the fact that the sold Goods are Used Goods, of which the Buyer was informed, the warranty for the defects of the sold Goods is excluded.
- 11.5 The Seller is not liable for such a decrease in the value or usefulness of the Goods that is a normal consequence of their proper use.
- 11.6 The assessments and estimations of the risk of ability to use the Goods are made by the Buyer.
- 11.7 The Seller is not liable for the damages resulting from the use of the Used Goods by the Buyer, if the Buyer, despite their knowledge of the defects of the Used Goods, takes the risk of their use.
- 11.8 Used Goods are also not subject to the guarantee.



12. Personal Data Protection

- 12.1 The Administrator of personal data of the Data's Subject is telka S.A. with its registered office in Spalice, postal code: 56-400, Poland, located at ul. Warszawska 6 (hereinafter referred to as the "Administrator")
- 12.2 The Administrator processes personal data as it is required for:
- taking necessary actions before concluding the Sales Agreement;
 - performing the concluded Sales Agreement;
 - archival purposes to secure information in case of a legal need to prove facts, which is the legitimate interest of the Administrator;
 - possible establishment, investigation, or defense against claims of third parties, which is the legitimate interest of the Administrator;
 - fulfilling legal obligations arising from tax and fiscal law;
 - customer satisfaction research and verifying the quality of services of the Administrator or a third party, including their selection, with consideration of the needs of clients, which is the legitimate interest of the Administrator or a third party.
- 12.3 The Administrator processes personal data, including: name, surname, tax identification number, personal identification number, bank account number, telephone number, email address, identity card number, address of residence, delivery address of the Data's Subject.
- 12.4 The Administrator may disclose personal data of the Data's Subject to the following categories of entities:
- entities providing services to the Administrator related to personal data processing, i.e., entities providing telecommunication, IT, legal, and administrative-accounting services to the Administrator;
 - subcontractors and other entities involved in the performance of the Sales Agreement;
 - entities providing marketing services.
- 12.5 The Administrator is entitled to transfer the personal data to a third party outside of the European Union and/or the European Economic Area only under condition that they have previously obtained a guarantee from the third party confirming the assurance of an adequate protection level of personal data transferred that corresponds to the level of protection provided in the European Union.
- 12.6 Personal data obtained for the purposes specified in the section 11.2 above shall be processed for the period:
- required by law;
 - of validity of the Data's Subject consent until its withdrawal;
 - necessary for the enforcement of rights and pursuit of claims by the Administrator.



- 12.7 Each Data Subject has the right to:
- a. access their data and obtain a copy thereof;
 - b. rectify (correct) their data;
 - c. request deletion of data;
 - d. withdraw consent for processing (provided that withdrawal of consent does not affect processing of personal data by the Administrator in the period prior to the withdrawal of consent);
 - e. restrict data processing;
 - f. object to data processing;
 - g. data portability;
 - h. file a complaint to the President of the Office for Personal Data Protection; and
 - i. withdraw consent for the processing of personal data.
- 12.8 To exercise their rights, the Data Subject may submit their request via email to m@telka.pl or directly in the Administrator's registered office.
- 12.9 Providing one's personal data is:
- a. voluntary but necessary for the conclusion and performance of the Sales Agreement as well as the performance of Administrator's legal obligations
 - b. voluntary when data is to be processed or disclosed for marketing purposes

13. Final Provisions

- 13.1 These GSTC and all agreements concluded on their basis are subject to Polish law.
- 13.2 During the contractual relationship, the Buyer undertakes to immediately inform the Seller of any changes in data, including contact details, under the penalty of considering the service made to the last indicated address of the Buyer as effective.
- 13.3 The Seller is entitled to amend or supplement these GSTC at any time for valid reasons, such as changes in the law – to the extent that these changes affect the performance of terms and conditions of these GSTC.
- 13.4 The Seller shall inform the Buyer of changes to the GSTC by posting them on the Seller's website and indicating the place of publication of the amended GSTC, and the Buyer agrees to be notified about the changes in the above manner. Changes come into effect upon posting them on the Seller's website and apply to all agreements and Orders concluded or placed after the date of their publication.
- 13.5 The Buyer may not transfer any receivables or other rights obtained from the Seller to a third party without the Seller's consent.



- 13.6 All representations made by the Seller to the Buyer related to the Sales Agreement, in particular representations on termination of the Sales Agreement or withdrawal from it, may also be served by the Seller to the Buyer in electronic form via email messages. The submission of the above-mentioned representations with legal effect for the Buyer occurs upon sending an email by the Seller (i.e., sending it via the Seller's mail server) to any of the email addresses specified in the Order, regardless of whether the reception of the correspondence in question was confirmed. The Buyer is obliged to ensure proper and current handling of incoming electronic correspondence.
- 13.7 The Seller is entitled to entrust the performance of obligations arising from the contractual relationship based on the GSTC to other entrepreneurs.
- 13.8 All disputes arising from these GSTC and/or agreements concluded on the basis thereof shall be resolved exclusively by the courts having jurisdiction over the Seller's registered office.
- 13.9 Matters not regulated in these GSTC are subject to the generally applicable provisions of Polish law.

