

Document reference No: ZI/D/4/03110/26

## I. GENERAL TERMS AND CONDITIONS OF PURCHASE.

1. Within 2 Business Days from the date of submission of the Purchase Order by ZAMET INDUSTRY sp. z o.o. (hereinafter also referred to as the "Purchaser"), the Supplier shall provide a confirmation of acceptance of the Purchase Order for execution or notify the Purchaser of its refusal to accept the Purchase Order. Failure of the Supplier to respond within the above-mentioned period shall be treated as acceptance of the Purchase Order for execution under the terms and conditions of ZAMET INDUSTRY sp. z o.o. The Supplier's terms and conditions of performance or sale shall not apply and are hereby excluded.
2. Upon acceptance of the Purchase Order for execution by the Supplier pursuant to item 1, a Contract shall be deemed concluded under the terms and conditions specified in the Purchase Order. Any amendment or change to the scope of the Purchase Order shall require prior written confirmation by ZAMET INDUSTRY sp. z o.o. otherwise being null and void.
3. By accepting the Purchase Order, the Supplier confirms that it possesses the financial and technical resources necessary to perform the Purchase Order properly and in a timely manner and further confirms that it maintains valid civil liability insurance covering its business activities.
4. The Supplier shall be responsible for the proper quality of performance of the subject matter of the Purchase Order. ZAMET INDUSTRY sp. z o.o. reserves the right to carry out quantitative and qualitative inspections of the subject matter of the Purchase Order at the Supplier's premises as well as at the final place of delivery.
5. Assignment of the performance of the Contract or any part thereof to a subcontractor shall require the prior written consent of the Purchaser. The Supplier shall bear full responsibility for the acts and omissions of its subcontractors as for its own acts and omissions.
6. The Supplier shall notify the Purchaser of the readiness of the goods for collection/shipment at least 3 Business Days in advance. Shipment may take place only upon written release by the Purchaser or based on acceptance of photographic documentation. Failure to indicate the Purchase Order number and prices on the documents accompanying the delivery shall entitle the Purchaser to refuse acceptance or return the goods.
7. The Supplier shall deliver together with the subject matter of the Purchase Order all required inspection and quality documents, technical and operational documentation, and any other documents specified in the Purchase Order.
8. Delivery of the above-mentioned documents after the required date shall result in an extension of the payment term specified in the Purchase Order by the number of days elapsed between delivery of the subject matter of the Purchase Order and delivery of the required documents.
9. Confirmation of proper performance of the subject matter of the Purchase Order shall be a final acceptance protocol signed without reservations by an authorized representative of ZAMET INDUSTRY sp. z o.o., which shall constitute the basis for issuing an invoice. In the event of defects in the delivered subject matter of the Purchase Order, ZAMET INDUSTRY sp. z o.o. shall set the Supplier a deadline for their removal. Removal of the defect within the

specified time limit shall not exclude the right to charge contractual penalties referred to in item 13.

10. The Supplier grants a quality warranty for the subject matter of the Purchase Order for a period of 24 months from the date of signing the acceptance protocol and shall be liable for defects under statutory warranty for the same period, unless otherwise agreed by the parties in the Purchase Order/Contract. During the warranty period, the Supplier shall, at its own expense, remove any defect by repair or replacement of the subject matter of the Purchase Order or its components with defect-free ones, at the discretion of ZAMET INDUSTRY sp. z o.o., without undue delay, but no later than within 7 days from the date of notification of the defect by ZAMET INDUSTRY sp. z o.o. The Purchaser may also, at its discretion, demand a price reduction or – in the event of discovery of a material defect – withdraw from the Contract.
11. After the ineffective expiry of the deadline for removal of reported defects specified in item 10, ZAMET INDUSTRY sp. z o.o. may remove the defect on its own or commission its removal to a third party at the Supplier's cost and risk, without the need to obtain court authorization for substitute performance and without loss of rights under the quality warranty and statutory warranty for defects.
12. The Supplier shall bear full liability towards ZAMET INDUSTRY sp. z o.o. for damages arising from non-performance or improper performance of the Purchase Order. In particular, if as a result of delivery of defective materials by the Supplier, ZAMET INDUSTRY sp. z o.o. incurs any additional costs (e.g. dismantling, reassembly) or is charged with any amounts by third parties (e.g. contractual penalties, damages related to delayed or defective performance of the final product by ZAMET INDUSTRY sp. z o.o. resulting from defects in materials delivered by the Supplier), the Supplier shall be obliged to reimburse such amounts to ZAMET INDUSTRY sp. z o.o. within the deadline specified by it.
13. In the event of delay in the performance of obligations arising from the Purchase Order, the Supplier shall pay a contractual penalty in the amount of 1% of the gross value of the Purchase Order for each day of delay.
14. The Supplier shall pay a contractual penalty in the amount of 15% of the gross value of the Purchase Order in the event of withdrawal from the Contract by ZAMET INDUSTRY sp. z o.o. for reasons attributable to the Supplier.
15. ZAMET INDUSTRY sp. z o.o. shall be entitled to claim supplementary damages if the contractual penalties do not cover the incurred loss. ZAMET INDUSTRY sp. z o.o. shall be entitled to set off contractual penalties as well as damages due from the Supplier against the Supplier's remuneration.
16. ZAMET INDUSTRY sp. z o.o. shall be entitled to withdraw from the Contract concluded as a result of acceptance of the Purchase Order if the delay in performance of the Purchase Order exceeds 7 days, as well as in the event of defective performance of the subject matter of the Purchase Order and failure to remove the defect within the deadline set by ZAMET INDUSTRY sp. z o.o. in accordance with item 9. The declaration of withdrawal from the Contract may be submitted within 60 days from the date on which the grounds for withdrawal were identified.
17. The Supplier shall include on delivery invoices a declaration of the origin of the goods, i.e. "The goods were manufactured in Poland" or "The goods were manufactured in (country to be specified)". The Supplier shall be liable for improper packaging, improper marking of the subject matter of the Purchase Order, and failure to attach all required documents.

18. The Supplier undertakes to maintain confidentiality of all information obtained from ZAMET INDUSTRY sp. z o.o. in connection with the submission and performance of the Purchase Order. ZAMET INDUSTRY sp. z o.o. reserves the right to disclose information concerning cooperation with the Supplier to other entities affiliated with the owner of ZAMET INDUSTRY sp. z o.o.
19. In matters not regulated by the present Purchase Order, the relevant provisions of the Polish Civil Code shall apply.
20. Any receivables due to the Supplier arising from the Contract/Purchase Order, including claims for damages and interest, may not be transferred, assigned, sold, or factored (including assignment pursuant to Article 509 of the Civil Code) without the prior written consent of ZAMET INDUSTRY sp. z o.o.
21. The date of payment of amounts covered by an invoice shall be deemed the date on which the bank account of ZAMET INDUSTRY sp. z o.o. is debited.
22. The Supplier shall maintain an internal occupational health and safety as well as environmental protection management system compliant with applicable national standards and regulations.
23. Any disputes arising in connection with the performance of the Purchase Order shall be resolved by the common court having jurisdiction over the registered office of ZAMET INDUSTRY sp. z o.o.
24. The Supplier declares that it has implemented procedures for verification of the reliability and integrity of its suppliers as well as their entire supply chain.
25. The Supplier declares that the bank account indicated on the invoice for payment shall, on the payment due date, be included on the so-called "white list" referred to in Article 96b of the Polish VAT Act. Otherwise, ZAMET INDUSTRY sp. z o.o. reserves the right to make payment to one of the Supplier's bank accounts listed on the "white list" on the date of initiating the transfer. The Parties jointly confirm that the absence of at least one Supplier's bank account on the "white list" shall be equivalent to granting a discount of 20% of the value of the Purchase Order.
26. ZAMET INDUSTRY sp. z o.o. informs that, in accordance with its adopted policy, payments are executed using the split payment mechanism. In the case of Purchase Orders expressed in a foreign currency, the Parties confirm that the VAT amount shall be settled in PLN in the amount indicated on the invoice issued by the Supplier.
27. The Supplier declares that it duly settles all public law liabilities. The gross price of the subject matter of the Purchase Order includes all public law charges (including customs duties, taxes, fees, etc.) required for the subject matter of the Purchase Order to be placed on the market within the territory of the Republic of Poland.
28. Pursuant to Article 4c of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, as amended, ZAMET INDUSTRY sp. z o.o. declares that it holds the status of a large enterprise within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market pursuant to Articles 107 and 108 of the Treaty.
29. The Supplier declares that it has identified and assessed any potential risks related to the consequences (including future consequences) arising from:
  - a.) Regulation (EU) 2023/956 of the European Parliament and of the Council of 10 May 2023 establishing a carbon border adjustment mechanism (CBAM),

b.) Regulation (EU) 2023/1115 of the European Parliament and of the Council of 31 May 2023 concerning the making available on the Union market and the export from the Union of certain commodities and products associated with deforestation and forest degradation and repealing Regulation (EU) No 995/2010,

and hereby waives any future claims for an increase of remuneration due to the effects of the above-mentioned Regulations. Furthermore, the Supplier declares that it has secured supply chains enabling proper and timely performance of the subject matter of the Contract under the application of the above-mentioned Regulations, as well as in cases where the Purchase Order is performed without the application thereof. In particular, the Supplier ensures that all wood used in the performance of the subject matter of the Contract shall be certified wood.

## II. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

1. The Supplier declares that, in the event of preparing documentation for ZAMET INDUSTRY sp. z o.o. constituting a work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights, it shall ensure that at the moment of delivery of each part of the documentation to ZAMET INDUSTRY sp. z o.o., it shall be the exclusive holder of the economic copyright and related rights to such documentation, and that such rights shall not be encumbered with any third-party rights. Upon delivery of the documentation or any part thereof within the scope of the Purchase Order, the Supplier shall transfer to ZAMET INDUSTRY sp. z o.o., for an unlimited period of time and without territorial limitation, the economic copyrights to the documentation.
2. The Supplier declares that upon delivery of the subject matter of the Purchase Order, all economic copyrights and industrial property rights to the results, including in particular the results of R&D (research and development) works, solutions capable of patent protection and patent applications, shall be transferred to the Purchaser in all known fields of exploitation, together with the right to exercise derivative copyrights.

## III. DATA PROTECTION

1. We hereby inform you that the controller of your personal data is ZAMET INDUSTRY sp. z o.o., with its registered office in Piotrków Trybunalski, ul. Dmowskiego 38B, NIP: 771-289-45-52, REGON: 368599598, KRS: 0000897010. Should you have any questions related to the processing of personal data, please contact us by e-mail at: [ochronadanych@zamet-industry.pl](mailto:ochronadanych@zamet-industry.pl) or in writing at the address of our registered office. Your personal data shall be processed for the purpose of concluding and performing a contract pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council, as well as on the basis of the legitimate interests pursued by the controller pursuant to Article 6(1)(f) of Regulation (EU) 2016/679 in connection with management, planning and organisation of work and protection of the Company's property. Your personal data shall not be processed in an automated manner, including profiling. Your personal data shall be retained for the period required by applicable law and for the period necessary to establish, pursue or defend claims. Images recorded by CCTV monitoring shall be retained for a maximum period of 1 month. Recipients of your personal data may include IT service

providers, entities providing physical security services for the premises, and other entities authorised under separate legal provisions. You have the right to request access to your personal data, rectification, erasure or restriction of processing, the right to object to processing, as well as the right to data portability. Provision of your personal data is voluntary, but necessary for the conclusion and performance of the contract; failure to provide such data will make it impossible to conclude the contract. You have the right to lodge a complaint with the supervisory authority, namely the President of the Personal Data Protection Office.

2. More information is available at: <https://www.zamet-industry.pl/polityka-prywatnosci/>

#### **IV. OCCUPATIONAL HEALTH AND SAFETY**

1. The Supplier shall comply with all applicable laws and regulations regarding occupational health and safety, in particular the provisions of the Polish Labour Code and implementing regulations.
2. The Supplier shall bear full responsibility for any damage resulting from violations of occupational health and safety regulations, both towards its employees, third parties, and the Purchaser's property.
3. In the event that work is performed on the premises of ZAMET INDUSTRY sp. z o.o., the Supplier shall be obliged, prior to commencement of the work, to agree on occupational health and safety rules and procedures with a representative of ZAMET INDUSTRY sp. z o.o.

#### **V. ENVIRONMENTAL PROTECTION**

1. The Supplier shall comply with all applicable laws and regulations concerning environmental protection, in particular those relating to waste management, emissions of pollutants, and water protection.
2. All waste generated as a result of the performance of the Purchase Order shall be collected, transported and disposed of in accordance with applicable laws and regulations. All costs related to waste management shall be borne by the Supplier.
3. The Supplier undertakes to take actions aimed at minimizing the negative environmental impact resulting from the performance of the Purchase Order.

#### **VI. INVOICING**

1. Suppliers who are not obliged, until 1 April 2026, to issue VAT invoices through the National e-Invoicing System (KSeF) shall issue electronic invoices and send them to [efaktury@zamet-industry.pl](mailto:efaktury@zamet-industry.pl) or send paper invoices by registered mail to: ZAMET INDUSTRY sp. z o.o., ul.Dmowskiego 38B, 97-300 Piotrków Trybunalski, Poland.
2. The Supplier undertakes, in all cases where required by law, to issue to ZAMET INDUSTRY sp. z o.o. all invoices, including corrective invoices, in the form of structured invoices via KSeF. In the cases referred to in item VI.7, invoices shall be sent electronically to [efaktury@zamet-industry.pl](mailto:efaktury@zamet-industry.pl) or by post to: ZAMET INDUSTRY sp. z o.o., ul.Dmowskiego 38B, 97-300 Piotrków Trybunalski, Poland.
3. The date of issuance of a structured invoice shall be deemed the date on which the invoice is transmitted by the Supplier to KSeF. In the case of invoices referred to in Article 106 nda(1) or (16) of the Polish VAT Act or invoices issued during a failure or unavailability of KSeF, the

date of issuance shall be the date indicated by the Supplier on such invoice. The date of issuance may not be earlier than the date of the acceptance protocol for the subject matter of the Purchase Order signed without reservations, referred to in item I.9, and the delivery to ZAMET INDUSTRY sp. z o.o. of the documents specified in item I.7. Each structured invoice shall include the ZAMET INDUSTRY sp. z o.o. Purchase Order number in its description.

4. In the case of invoices other than structured invoices (issued in the situations referred to in item VI.7), the date of receipt of the invoice shall be deemed the date on which a correct invoice is received by ZAMET INDUSTRY sp. z o.o. at [efakture@zamet-industry.pl](mailto:efakture@zamet-industry.pl) or by registered mail (date of delivery to the registered address of ZAMET INDUSTRY sp. z o.o.). Each invoice shall include the ZAMET INDUSTRY sp. z o.o. Purchase Order number in its description.
5. In the event that an invoice is issued contrary to these General Terms and Conditions of Purchase and/or applicable law, in particular outside KSeF (where required), or contains incorrect data, amounts, VAT rates or settlement periods, ZAMET INDUSTRY sp. z o.o. shall be entitled to withhold payment until a correct invoice is received.
6. Any organisational or technical lack of readiness of the Supplier to use KSeF (as of 01.04.2026) shall entitle ZAMET INDUSTRY sp. z o.o. to withhold payment.
7. If the Supplier is:

- an entity without a registered office or fixed establishment in Poland,
- an entity without a registered office in Poland having a fixed establishment in Poland which does not participate in the supply of goods or services,
- an entity benefiting from the exemption referred to in Article 113a(1) of the Polish VAT Act,
- an entity having its registered office in another EU Member State and benefiting from a VAT exemption in Poland,

invoices shall be delivered to ZAMET INDUSTRY sp. z o.o. by e-mail to the address specified in item VI.1 and shall be sent as a PDF file.

## VII. DELIVERY ADDRESS

1. Unless otherwise specified in the Purchase Order, the delivery address for the goods shall be: ZAMET INDUSTRY sp. z o.o., ul. Dmowskiego 38B, 97-300 Piotrków Trybunalski, Poland.