

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **I. General Provisions**

1. These General Terms and Conditions of Sale — hereinafter also referred to as "GTCS" — shall apply to transactions involving the sale of goods or services by ASPP Prosta Spółka Akcyjna, with its registered office in Krosno, to any counterparty who is an entrepreneur. The GTCS shall apply in their entirety unless the parties agree otherwise in a separately concluded agreement. In the event of a separate agreement, the GTCS shall apply to the extent they have not been amended or excluded.

2. These GTCS shall be made known to the Buyer prior to the conclusion of the sales agreement — as an attachment to the Offer — or no later than before the Buyer places an order. Additionally, they shall be available in written form at the company's registered office and on the website: [www.aspp-tech.eu](http://www.aspp-tech.eu) before the conclusion of the sales agreement.

3. If the Buyer maintains ongoing commercial relations with the Seller, the General Terms and Conditions of Sale made known before the first order/sales agreement shall remain binding for subsequent orders/agreements placed by the Buyer.

4. ASPP Prosta Spółka Akcyjna, operating at the address: ul. Franciszka Żwirki i Stanisława Wigury 15, 38-400 Krosno, Poland, KRS: 0000949894, shall hereinafter be referred to as the "Seller," and the counterparties shall be referred to as the "Buyer" or "Ordering Party."

5. The Seller reserves the right of ownership to the sold item until full payment for the delivered goods is received.

### **II. Ordering Goods**

1. A proposal to conclude a sale made to the Buyer, hereinafter referred to as the "Offer," shall be valid for 15 days from the date of its transmission by the Seller. The Offer shall be submitted in writing (by fax, email, or mail).

2. Unless the Seller stipulates otherwise, the order may be placed by the Buyer: in writing at the Seller's registered office, by phone, electronically (fax, email), or by mail. If the order is placed outside the Seller's registered office:

- For orders placed electronically, the correct address is: [biuro@aspp-tech.eu](mailto:biuro@aspp-tech.eu)
- For orders placed by phone, the correct number is: +48 664 672 292.

3. Regardless of the method by which the Buyer places the order with the Seller, it must include:

- Buyer's details — including: full name, registered office address, tax identification number (VAT No), name and surname of the person representing the Buyer,
- KRS number for legal entities,
- Offer number,
- Detailed description of the order, including product catalog code, quantity of ordered products,
- Order fulfillment deadline,
- Delivery address and conditions,
- Any other requirements of the Buyer,
- Legible signature(s) of the Buyer or other unambiguous identification of the ordering party.

4. The Offer may only be accepted without reservations. Subject to points 5, 6, and 7, the agreement between the Buyer and the Seller shall be concluded on the date the Buyer places an order consistent with the Seller's Offer. The conclusion of the agreement between the Buyer and the Seller shall be confirmed to the Buyer by the Seller in writing (fax, email). Otherwise, particularly but not exclusively in the case of an order with reservations regarding the Offer's content, the order shall not bind the Seller, and the lack of response to such an order shall not constitute acceptance by the Seller or conclusion of the agreement.

5. In case of discrepancies between the Buyer's order and the Seller's Offer, the binding terms shall be those confirmed in writing (fax, email) by the Seller to the Buyer, which may be revoked by the Buyer no later than within 1 calendar day from receiving the order confirmation. Revocation must be made in writing (fax, email). The order confirmed by the Seller and not revoked by the Buyer within the specified timeframe shall bind the parties.

6. The Seller shall not be bound by the order if it cannot be fulfilled due to force majeure or if obstacles arise that render its fulfillment impossible or excessively burdensome, including the bankruptcy or insolvency of the Seller's suppliers.

7. The Seller shall also not be bound by an order from a Buyer whose total liabilities to the Seller exceed the granted trade credit (if applicable) or if the Buyer is in default of payment for prior receivables. In such cases, the Buyer must make a prepayment of 100% of the gross order value for the order to be binding. If no trade credit is granted, the Buyer or Ordering Party must make a 100% prepayment of the gross order value for the order to be fulfilled.

8. For orders of non-standard goods — i.e., goods not currently sold by the Seller or subject to separate production, packaging, or preparation under a project for the Buyer — the Buyer must pay a deposit of 100% of the gross value of the ordered goods, unless the parties agree otherwise. The deposit shall be settled upon the collection of the goods or the last batch by offsetting it against the Buyer's liabilities. If the Buyer fails to collect the goods, the Seller shall retain the deposit as a contractual penalty.

9. If the Buyer's order concerns products tailored to the Buyer's individual requirements:

a) The Buyer is responsible for specifying such requirements in writing. The Seller's adoption of any solution for the product or service that does not contradict the Buyer's written requirements shall not entitle the Buyer to raise any claims or deem the goods or services non-compliant with the order.

b) If additional tooling is required to fulfill the order, the Buyer must provide technical documentation, samples, and all other guidelines necessary for the tooling's production. The Seller shall submit a sales proposal to the Buyer, including the cost of tooling production and setup, as well as the unit price for the finished product. Upon the Buyer's written acceptance of the Seller's Offer, the Buyer shall order the production of finished elements and the tooling setup service.

c) Tooling produced for the Buyer's order shall remain the property of the Seller.

d) The Seller shall not be liable for the production of products based on the Buyer's specifications, requirements, or provided samples regarding the intended use, purpose, functionality, etc. For products or services produced at the Buyer's request, the Seller shall not be liable for any infringement of copyrights or industrial property rights of third parties, and any claims in this regard shall be borne by the Buyer.

10. For the fulfillment of goods or services ordered by the Buyer using tooling provided by the Buyer, the provisions of points 9a and 9d shall apply accordingly. During order fulfillment, the Seller shall bear the cost of maintaining the tooling in proper technical condition; any repairs, upgrades, or additional interventions shall be paid for by the Buyer and performed only after the Seller accepts the Buyer's order.

### **III. Product Standards, Tolerances, Specifications, Catalogs, and Samples**

1. Tolerances for dimensions and other parameters shall adhere to the generally applicable industry standards for the respective types of products, unless the parties agree otherwise in writing. The Seller reserves the right to deviations in color and surface appearance of the sold products.

2. For tolerances in the quantity of packaged items, the standard shall be  $\pm 5\%$  of the quantity ordered by the Buyer.

3. If a product sample is provided to the Buyer, the quality assessment of the goods shall be based on the sample. For samples, generally accepted principles for batch evaluation based on the sample shall apply.

4. Descriptions, drawings, specifications, sketches, catalogs, and promotional materials published or issued by the Seller shall serve solely for product identification and presentation of an approximate image of the described goods and shall not constitute a reference point or part of the agreement for the Buyer unless otherwise agreed between the parties.

5. The Seller reserves the right to make any changes to specifications, drawings, catalogs, and consequently to products, provided such changes do not significantly affect the quality,

functionality, or cost of the product, if deemed necessary due to changing legal requirements or continuous improvement efforts.

6. If a product is delivered based on the Buyer's requirements or if specifications are modified to meet the Buyer's requirements, the Seller shall not be liable for ensuring compliance with legal requirements in the modified specifications.

7. For products or services produced based on the Buyer's technical drawings, documentation, or sketches, the quality assessment shall be based on the provided materials, accounting for dimensional tolerances and other parameters, as well as generally applicable industry standards, unless the parties agree otherwise in writing. The use of such products shall be at the Buyer's sole risk and responsibility.

#### **IV. Payment Terms and Prices**

1. The Buyer shall pay for the goods at the price specified by the Seller in the invoice, within the timeframe indicated in the invoice if trade credit is granted. Otherwise, payment shall be made as a 100% prepayment of the gross value. The Seller reserves the right of ownership to the sold goods until full payment is received.

2. If prices are specified in a currency other than Polish złoty, the invoice amount shall be the equivalent in Polish złoty based on the average exchange rate of the respective currency published by the National Bank of Poland (NBP) on the day preceding the invoice date, unless the parties agree otherwise due to legal changes.

3. If any import fee or charge related to intra-community acquisition of goods (tax or any other public levy) is introduced after the agreement is concluded, or if changes occur in such fees, taxes, or levies, or if the average EUR/PLN exchange rate published by the NBP changes by more than 5%, the Seller may adjust the price accordingly, even if not accounted for in the agreement.

4. If the parties' agreement does not specify whether rates or prices are net or gross, they shall be deemed net, to which the applicable tax (including VAT) shall be added. The price does not include packaging costs, which shall be listed separately on the invoice.

5. If the Buyer fails to pay by the agreed deadline, the Seller may:

- a) Suspend or terminate the order or withdraw from the agreement.
- b) Offset the due amounts against any amounts owed to the Buyer by the Seller.
- c) Apply current payments from the Buyer to overdue receivables, even if such payments relate to other agreements or obligations.
- d) Charge default interest, even if no damage is incurred or the delay is due to circumstances beyond the Buyer's control. Statutory default interest shall apply unless otherwise agreed. The obligation to pay interest does not exclude claims for damages under general principles.

6. Payment shall be made to the Seller's bank account specified on the invoice. Payment "on delivery" or in cash is also permitted.

7. For bank transfers, the payment date shall be the date the amount is credited to the Seller's bank account.

8. If there is reasonable suspicion that the Buyer will not meet its payment obligations, the Seller may demand — prior to releasing the goods and regardless of the previously agreed payment terms — payment of the full amount in cash, "on delivery," or as a 100% prepayment of the gross invoice amount, or require specific payment guarantees or securities.

9. The Buyer's submission of any objections, remarks, or complaints, and their review, shall not suspend the payment deadline.

10. For orders requiring additional tooling, the Buyer shall pay the invoice covering the tooling and setup costs. If the Buyer fails to pay the invoice on time, the Seller may withdraw from the agreement or suspend its fulfillment. In such cases, all agreements and deadlines may be adjusted at the Seller's discretion. Non-payment of the invoice shall not entitle the Buyer to withdraw from the agreement or expect such action from the Seller. Only the Seller may withdraw from the agreement or adjust deadlines due to the Buyer's payment delay.

11. If the Buyer fails to collect the goods by the agreed deadline for reasons not attributable to the Seller, the price and other obligations shall still be paid as if the goods were delivered on time.

12. If the Buyer fails to meet any obligations within 30 calendar days from the agreed deadline, the Seller may withdraw from the agreement in writing without prior notice. In such cases, the Buyer shall be liable for a contractual penalty of 80% of the gross order/agreement value.

13. After the deadline specified in point 12, the Seller may also, while retaining the right to withdraw from the agreement at any time, store the goods at any location at the Buyer's risk and expense, demand fulfillment of the agreement by the Buyer, and require payment of storage costs and the contractual penalty (80% of the gross order/agreement value).

14. Notwithstanding the above, the Seller may claim damages to the extent of any incurred losses, particularly if they exceed the contractual penalties.

## **V. Delivery and Liability for Defects**

1. If the total net order value exceeds PLN 1,000 (one thousand złoty), shipping costs within the country via the Seller's chosen courier shall be borne by the Seller.

2. If the total net order value does not exceed PLN 1,000 (one thousand złoty), shipping costs within the country shall be borne by the Buyer. The Buyer shall bear all international shipping costs, regardless of the order value.

3. If the goods are delivered by an independent carrier, liability for the goods shall transfer to the Buyer upon delivery to the carrier if engaged by the Buyer. If the carrier is engaged by the Seller, liability shall transfer to the Buyer upon delivery by the carrier to the Buyer.

4. If the Buyer collects the goods from the Seller's warehouse using its own transport, liability for damage or loss shall transfer to the Buyer upon collection.
5. If the parties' agreement does not specify quality or packaging details, the goods shall be presumed to be packaged or unpackaged according to applicable laws and the Seller's or its suppliers' standards. Packaging shall not be returned to the Seller. The cost of non-standard packaging requested by the Buyer shall be borne by the Buyer. The Buyer may also be charged for requested transport security or insurance.
6. The Buyer shall inspect the shipment immediately upon delivery and note any discrepancies on the shipping document. The Buyer must also notify the carrier and the Seller in writing of any objections. Failure to raise objections regarding assortment, quantity, or quality within 7 days of delivery shall constitute acceptance of the goods as correct.
7. The Buyer shall lose the right to claim defects or non-compliance with the order unless all formalities under the GTCS are fulfilled, including written notification of defects immediately upon discovery, but no later than 7 days after delivery. The Seller reserves the right to inspect reported defects at the delivery location.
8. The Seller shall not be liable for delays in order fulfillment or agreement performance unless solely attributable to the Seller.
9. If a party becomes aware of its inability to meet an agreed deadline, it shall immediately notify the other party and provide an estimated fulfillment date.
10. If the delivery deadline is extended due to circumstances beyond the Seller's control, the Seller may proportionally adjust subsequent deliveries and shall not be liable for the consequences, unless otherwise agreed.
11. For delays in delivering non-standard goods (as defined in points II.8, II.9, and II.10), the Buyer may withdraw from the agreement only if the delay exceeds 90 days. If the Buyer does not exercise this right within 3 days of the delay occurring, the new deadline notified by the Seller shall bind the parties.



## **VI. Warranty and Complaints**

1. The warranty for goods shall be valid for 24 months from delivery or collection by the Buyer, unless otherwise agreed.

2. Subject to the Buyer fulfilling all GTCS requirements, particularly timely notification of defects, the Seller warrants the quality of sold goods. The warranty entitles the Buyer to defect removal or replacement within 20 days of the complaint. If the Seller fails to notify the Buyer of its decision within this period, replacement shall be deemed chosen unless the Seller proves this was impossible or excessively difficult. The Seller shall cover necessary transport costs for replacement goods. If the Seller fails to remedy the defect or replace the goods, the Buyer may request a price reduction or, for serious defects, withdraw from the agreement.

3. The Seller's liability for defects is conditional upon the Buyer handling the goods professionally and in accordance with their properties (e.g., surface, size, quantity, length).

4. Products from the ASPP group (Autonomous Fire Prevention System) are complete and final. Any modification (e.g., cutting, gluing, mixing, dividing, altering characteristics, or repurposing) is strictly prohibited unless the user manual explicitly permits it. Unauthorized modifications shall void the warranty and entitle the Seller to a contractual penalty of PLN 100,000 (one hundred thousand zloty) per incident. The Seller may also suspend sales to the Buyer for up to 5 years. Payment of the penalty does not exclude the Seller's right to claim further damages for intellectual property infringement. The Seller may request disclosure of the goods' final installation location for verification. Using test products for commercial purposes is prohibited and subject to the same penalty. Test products are designed for demonstrations and have reduced durability. ASPP products may only be installed by the Buyer's trained professionals; otherwise, the Seller's liability is excluded.

5. The Seller shall not be liable for damages resulting from improper use or installation of its goods by the Buyer.

6. If defects are discovered during use, the Buyer must cease using the goods, secure them in original packaging, and store them until exchange or return. Continued use shall constitute acceptance of the goods and waiver of claims.

7. The Buyer must provide the Seller access to the disputed goods, enable on-site inspection, and share information about usage conditions.

## **VII. Liability**

1. The Seller's liability for defects or shortages is limited to the obligations under these GTCS and shall never include monetary compensation. The parties exclude the Seller's liability for statutory warranty rights.

2. The Seller shall not be liable for indirect damages, including lost profits, production losses, material damages, reputational harm, or third-party claims (e.g., the Buyer's clients).

3. Except as stated above, the Buyer or user shall not be entitled to compensation for any damage caused by the goods or their possession, operation, or use — unless mandatory under applicable law.

4. If a third party asserts claims against the Buyer related to the goods or products made using the goods, the Buyer must immediately notify the Seller and enable its participation in proceedings, failing which the Seller's liability shall be excluded.

5. For custom orders based on the Buyer's drawings or specifications, the Buyer assumes full liability for intellectual property infringement. If claims arise against the Seller, it may fully pass them on to the Buyer.

## **VIII. Dispute Resolution**

1. Any disputes arising under these GTCS shall be resolved exclusively by the competent court of general jurisdiction for the Seller's registered office.
2. For matters not regulated by the parties' agreement or these GTCS, the provisions of the Civil Code and other mandatory laws shall apply.
3. Notwithstanding these GTCS, the agreement may be amended to comply with mandatory legal changes, particularly those affecting costs or public levies. For ongoing agreements, amendments require written form.

## **IX. Other Terms**

1. Unless otherwise agreed in writing, the Seller's obligations shall be limited to delivering the ordered goods and transferring ownership upon payment (excluding technical support for product use).
2. Except as otherwise provided in these GTCS, force majeure events shall entitle either party to withdraw from the agreement. The affected party must immediately notify the other party.
3. Neither party shall be liable for consequences caused by the other party or third parties for whom it is not legally responsible. If fulfillment is delayed due to such events, either party may withdraw from the affected part of the agreement.
4. Without limiting other rights, the Seller may terminate the agreement immediately if the Buyer breaches cooperation terms, undergoes bankruptcy proceedings, or ceases operations.
5. The Seller may fulfill its obligations and enforce its rights through third parties. The Buyer may transfer its rights or obligations only with the Seller's prior written consent, without release from liability.

6. The Seller's forbearance in enforcing any provision shall not constitute waiver or acceptance of non-compliance.

7. If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force.

Effective from 08.02.2022.