

**GENERAL SALES TERMS AND CONDITIONS**  
**SELT Sp. z o.o.**

**§ 1. General provisions**

1. The General Sales Terms and Conditions (hereinafter: **"GSTC"**) specify principles for conclusion of sales agreements for goods (hereinafter: **"Agreement"**) concluded by SELT Sp. z o.o. [Limited Liability Company] with its registered office in Opole, address: ul. Wschodnia 23a, 45-449 Opole, entered into the Register of Entrepreneurs of the National Court Register under number 0000589791, the Company's registration files are in the District Court in Opole, VIII Economic Department of National Court Register, Share Capital: 211.815.000 PLN, REGON: 363154414, NIP: 7543103311, BDO No. 000009177 (hereinafter: **"SELT"**) with Buyers.
2. GSTC do not apply (solely) to agreements concluded with natural persons who do not conduct business activity.
3. There is a presumption that a Buyer who intends to conclude an Agreement with SELT is an entity that does so in the course of conducting business activities of a professional nature, regardless of the data disclosed in the relevant register or records. Before concluding the Agreement, the Buyer is obliged to take appropriate action to obtain the ability to purchase goods from SELT as part of the performance of business activities of a professional nature.
4. GSTC shall form an integral part of all Agreements concluded by SELT with Buyers, including individual price offers. GSTC and Agreement take precedence over the general terms and conditions in force for the Buyer.
5. GSTC are provided to the Buyer by making them available on website [www.selt.com](http://www.selt.com). GSTC are disclosed in electronic form in a way that allows their storage and reproduction. Conclusion of the Agreement with SELT means that the Buyer has read and accepted GSTC.
6. SELT declares that it has the status of large enterprise (i.e. SELT is not a microenterprise, small nor medium enterprise) as defined in the Act dated March 8, 2013 on counteracting excessive delays in commercial transactions.
7. By placing an order, an offer to conclude a contract or by concluding a contract, the Customer confirms that he, persons associated with him, including his beneficial owners or members of the management board, comply with the applicable sanctions legislation, including Polish or international sanctions, are not subject to any international sanctions or sanctions imposed by the Republic of Poland, and that the supply of goods is not subject to such sanctions. The customer also confirms that the agreement concluded with SELT will not aim at or lead to the circumvention of international or Polish sanctions, inter alia through the resale of goods to entities subject to sanctions or to countries subject to sanctions. The customer is obliged to notify SELT immediately of any changes in the aforementioned scope and to take measures to avoid the violation of any sanctions. If the assurance in question proves to be untrue, the Customer shall be liable for the breach of sanctions and shall also be liable on a strict liability basis for the damage caused to SELT as a result of the misrepresentation (including, but not limited to, penalties of any kind, blocked accounts, image damage, loss of contractors, losses, lost profits, loss of revenue).
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**§ 2. Offers, models, samples**

1. Offers, advertisements, price lists and other publications concerning goods offered by SELT are solely for guideline purposes, and models and samples of goods presented by SELT shall be treated solely as guideline materials. Advertisements or announcements concerning offered goods published by SELT, as

well as goods models and samples presented by SELT shall not constitute an offer or any confirmation of characteristics for goods sold by SELT.

2. Prices specified in pricelists, offers or price offers are net prices and are subject to taxation with Value Added Tax (23%). In the event that SELT issues invoices with lower Value Added Tax rate or without this tax, when the conditions for applying a price with a lower rate of this tax or without this tax have not been met, SELT has the right to correct the invoice taking into account the 23% Value Added Tax and demand the Buyer to pay the resulting difference in price.
3. Individual price offer is binding until the date indicated in such offer, and in the absence of such date in the price offer it is binding for a period of 14 days from the day of its preparation.
4. If, due to the granting of a discount or a recognized complaint, SELT is obliged to issue an invoice correcting the tax base "in minus", for agreeing to reduce the tax base referred to in Art. 29a section 13 of the Goods and Services Tax Act, the issuance of a corrective invoice is deemed to be "in minus", and therefore the arrangement is deemed to have been made and fulfilled on the day the invoice is issued. SELT is obliged to immediately send this invoice to the Customer. If an invoice correction was issued without a basis in the form of granting a discount or accepting a complaint, it is assumed that no agreement on reducing the tax base was made.
5. By concluding the Agreement, the Customer confirms, under pain of liability for damages, that he is not an entity with its place of residence, registered office or management in the territory or in a country applying harmful tax competition, or a foreign establishment located in the territory or in a country applying harmful tax competition.

### § 3. Payment terms

1. In the absence of any other arrangements, the price for the goods shall be paid by the Buyer at the conclusion of agreement or within the time limit indicated by SELT onto the SELT bank account.
2. Due to the fact that the goods are made and prepared according to the Customer's order, SELT will count the prepayment made by the Customer towards the delivery of goods that will be made in future settlement periods.
3. The Buyer shall not be entitled to make deductions from the price due to SELT, or to withhold payment of the price for any reason, including due to reported defects of the goods or due to incorrect performance of the Agreement.
4. The Buyer shall become the owner of goods at the moment of paying the total price of these goods within the term specified in Article 3.1 of GSTC (reservation of a title to an item sold, under Article 589 of the Civil Code Act). When the Buyer does not pay the price within the specified deadline, SELT is entitled to demand return of unpaid goods from the Buyer or payment of the price for the goods.
5. A date of effective payment by the Buyer shall be understood as a date of crediting the payment to bank account maintained for SELT.
6. SELT is entitled, at its discretion and will, to settle the payment made by the Customer towards existing and future receivables, including advance payments for the supply of goods or services, liabilities for the supply of goods or services, interest for delay or costs (incidental receivables). In case of doubt, the Customer may request information from SELT on how to credit the payment. Information is provided in documentary form. For the avoidance of doubt, pursuant to the above provision, the Customer waives his rights according to Art. 451 § 1 of the Civil Code (i.e. the right to indicate the debt that he wishes to settle first).
7. The Buyer agrees to send him/her at the will of SELT invoices and other documents in electronic form to the email address provided by the Buyer. The Buyer shall verify the settings, including anti-virus software settings, in order to be able to receive documents from SELT in electronic form.

#### § 4. Concluding of the Agreement

1. The order should be placed using the SELT Electronic Platform for concluding contracts ([www.b2b.selt.com](http://www.b2b.selt.com)) or with SELT's consent via e-mail or in writing on the form: "Order Sheet" (available on the website [www.selt.com](http://www.selt.com)). Order should specify the exact name and address of the Customer, goods with their specifications, and the quantity of goods ordered. Order can only be placed by a person authorized to place orders on behalf of the Customer. It is presumed that the person placing the order on behalf of the Customer is entitled to submit and accept statement of knowledge and will on Customer's behalf and in their name.
2. To conclude a contract, it is necessary for SELT to accept the offer in writing or via the B2B Portal ([www.b2b.selt.com](http://www.b2b.selt.com)).
3. The Buyer acknowledges that the goods are non-prefabricated items, manufactured according to the Buyer's specification or serve to satisfy their individual needs (no possibility of withdrawing from the Agreement, in accordance with Article 27 of the Consumer Rights Act.)
4. Unless otherwise specified, the order realization period is up to seven weeks from the date SELT collects all necessary materials and products. The Buyer acknowledges that due to COVID-19 and the supply chain problems resulting from the epidemic, gathering the necessary materials and products faces previously unknown difficulties.

#### § 5. Goods issuing

1. The goods are issued to the Buyer on the basis of the Agreement concluded in accordance with Article 4 of the GTCS. The date of delivery of all or part of the goods may be postponed by SELT up to 4 weeks from the date of the planned delivery and this shall not constitute failure to perform or improper performance of the Agreement.
2. On the moment SELT issues goods to the Buyer, goods-related benefits and burdens shall be transferred onto the Buyer, together with a risk of accidental loss or damage of issued goods.
3. The location of the service performance by SELT is the location specified in the Agreement.
4. When goods are transported by vehicles provided by SELT the cost of transport is subject to individual arrangements between SELT and the Buyer.
5. The terms of delivery of the goods should be specified when ordering. However, if the Customer has chosen delivery of the goods by "forwarding transport" (under the terms of CPT, the transport of which is carried out by means of transport not belonging to SELT), and the delivery of the goods is carried out by means of SELT transport, the delivery of the goods will take place under the terms of DAP. However, if the Customer has chosen delivery of the goods by SELT transport (under DAP or FCA terms), and the delivery of the goods is carried out by a means of transport other than that belonging to SELT (another carrier), the delivery of the goods will take place under the terms of CPT. The above clauses apply according to Incoterms 2020.
6. The Buyer shall be obliged to start unloading goods from a vehicle of a carrier provided by SELT immediately. Unloading shall take place without undue delay, but no later than within one hour of the vehicle arrival to its destination.
7. When the deadline for unloading is not met according to paragraph 6 above, SELT shall be entitled to:
  - a) leave the unloading location; risk of loss or damage of goods and costs of repeated transport of goods shall be charged to the Buyer, or;
  - b) charge a fee to the Buyer for a delay in goods unloading, in the net amount of fifty Euro for each commenced hour of delay in goods unloading (extended waiting for unloading service).
8. Directly on goods reception the Buyer shall be obliged to thoroughly inspect the external condition and quantity of goods issued, also by taking into account the descriptions placed on the packaging. In the event

of any defects or deficiencies, the Buyer shall be obliged to prepare with the carrier's representative the complaint protocol upon delivery. The Buyer shall immediately submit this document to SELT.

9. In the event of failure to comply with the obligations set out above, the Buyer loses all claims against SELT under the warranty and all claims resulting from the manner of performance of the Agreement related to possible defects of the goods in terms of their external condition or quantitative shortages.
10. In the event of the Buyer's arrears in payment to SELT, SELT has the right to suspend the delivery of the ordered goods.
11. In the event of failure to collect the goods for reasons beyond SELT's control, the Buyer and SELT accept that the goods were issued on the day SELT issues an invoice (other than prepayment invoice), and from that date SELT may charge the Buyer with the costs of storing these goods. If the Buyer fails to collect the goods within 360 days from the date of issuing the invoice (other than prepayment invoice), SELT and the Buyer accept that the goods have been abandoned by the Buyer and SELT has the right to dispose (recycle) these goods without the obligation to refund the price paid or retaining the right to demand payment of the price in the lack of payment.

### **§ 6. Warranty, performance of the Agreement**

1. Goods shall be sold by SELT under the concluded Agreement, (unless they are made on a special customer request) in accordance with Technical and Operational Documentation, Construction and Design Documentation, Declaration of Performance, as well as Declaration of conformity (if applicable) for systems with electric drive and Information on safety elements installation for internal systems with cord and chain drive, with which the Buyer became acquainted no later than on the day of placing the order, as specified in Article 4 of GSTC.
2. The Buyer shall not be entitled to claim the ordered goods that do not conform to the placed order or the concluded Agreement when the goods have been manufactured in accordance with Construction and Design Documentation, Technical and Operational Documentation, Declaration of Performance, Declaration of conformity for systems with electric drive and Information on safety elements installation for internal systems with cord and chain drive, or the goods have been manufactured in accordance with a specific customer request (non-standard order). Any possible need for regulation of the goods shall not constitute a defect of the goods and its performance is the responsibility of the Buyer.
3. SELT provides the Customer (solely) with a warranty for the goods sold. The warranty conditions for the goods are specified in the General Warranty Terms and Conditions (GWTC), and complaints are submitted only via the B2B Platform (<https://b2b.selt.com>).
4. Statutory warranty for the goods is excluded
5. SELT's liability for damages for not performing or improper performing of the Agreement is excluded to the fullest extent possible (allowed) by law.
6. SELT shall not be held liable for defects in goods or incorrect performance of the Agreement, as well as shall not have any tortious liability, resulting from:
  - 1) or during goods unloading,
  - 2) incorrect installation or operation of goods, when those activities were performed by the Buyer itself or commissioned them to be performed by third parties, or when incorrect installation or use of goods was performed by a final buyer of goods,
  - 3) use of goods by the Buyer, third persons, or a final buyer contrary to their technical parameters and functional properties,
  - 4) unauthorised changes made in goods by the Buyer or by a final buyer of goods,
  - 5) performance and design errors of third parties or the Buyer,
  - 6) damage during transport, when the risk of damage to the goods passes to the buyer when the goods are handed over to the carrier (courier)
  - 7) improper packaging of the goods upon their delivery to SELT.

7. When SELT is not able to meet its obligations due to a Force Majeure event, the Buyer shall not be entitled to any warranty, tort or non-performance or incorrect performance claims. Events considered as a Force Majeure event shall include, but shall not be limited to, disruptions in plant functioning not caused by SELT, limitations caused by actions of authorities, natural catastrophes, strikes, and similar.
8. Transfer of any receivables due to the Buyer from SELT for performance of the Agreement shall require SELT consent and shall be concluded in written form under the pain of nullity.
9. The Buyer is obliged to download electronic documentation regarding the purchased goods from SELT and forward it to the end user, as well as to properly train the user on how to use the purchased goods, including the principles of its operation and service.

#### **§ 7. Personal data protection, sending of commercial data**

1. The Buyer grants its consent for SELT or entities acting under SELT order to process the personal data supplied by the Buyer in relation to performance of Agreements and for marketing purposes related to SELT business operations, under provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The GDPR clause is available at [www.selt.com](http://www.selt.com).
2. In accordance with the Act on Rendering Electronic Services of 18 July 2002, the Buyer gives its consent for SELT or entities acting under SELT order in relation to performance of the Agreement, to send commercial messages and information to the e-mail address provided by the Buyer.

#### **§ 8. Final provisions**

1. The parties shall strive to amicably solve all disputes resulting from concluded Agreement. When a dispute cannot be solved amicably, it shall be referred to a common court of law having jurisdiction over the city of Opole (court of proper jurisdiction for SELT). To avoid any doubts, the above provision does not concern an arbitration tribunal.
2. All Agreements shall be governed by the laws of Poland.
3. In their relations, SELT and the Buyer exclude application of the United Nation Convention on the International Sale of Goods, concluded in Vienna on 11 April 1980 as well as the Convention on the Limitation Period in the International Sale of Goods, concluded in New York on 14 June 1974.
4. All deliveries related to performance of the concluded Agreement shall be made to the Buyer to the address specified in the placed order form or when placing the order. The Buyer undertakes to notify in writing all changes specified in Buyer's contact details. When the Buyer fails to fulfil this obligation, any communications sent to the Buyer to the address notified in its order shall be deemed delivered effectively.
5. In all matters not regulated in this GSTC and Agreements, the relevant provisions of the Polish law shall apply, in particular the provisions of the Civil Code.
6. If any provision of the concluded Agreement or GSTC prove to be invalid, this shall not affect validity of its remaining provisions.
7. Any changes in the GSTC shall be effected by publishing the amended GSTC on website [www.selt.com](http://www.selt.com).
8. If SELT provides services, the GSTC shall apply accordingly.