

## **Sefar sp. z o.o. – General Terms and Conditions of Sale**

### **1. Conclusion of the agreement**

- 1.1. The agreement is concluded after placing of an order by the other party (hereinafter the “Buyer”) on the date when Sefar sp. z o.o. (hereinafter “Sefar”) makes an order confirmation statement. Sefar makes the order confirmation statement upon obtaining all information required for the order implementation, including quantitative and technical specifications of the order.
- 1.2. The agreement is deemed not concluded if Sefar makes no order confirmation statement, and when in reply to Sefar's offer the Buyer places an order that complies with the offer, and when the Buyer is an entity having a permanent business relation with Sefar.
- 1.3. The order acceptance statement made by Sefar is not binding on the Buyer only when:
  - a) the Buyer makes an explicit statement of withdrawing the whole order after placing it, but before Sefar makes the order acceptance statement;
  - b) within 24 hours as of making the order confirmation statement by Sefar, the Buyer declares withdrawal from the order due to the delivery date indicated in Sefar's order confirmation statement being at least 1 month later than the date provided in Sefar's offer;
  - c) the Buyer makes a statement mentioned in section 2.1.
- 1.4. If Sefar makes the order confirmation statement the Buyer has no right to refuse the acceptance of ordered goods and the payment of the price for reasons other than incompliance of delivered goods with the order.
- 1.5. Agreements are concluded electronically. At the request of the Buyer submitted electronically or in writing, agreements may be concluded in written form.
- 1.6. The Buyer declares that the purchased goods shall be used in the territory of Poland or Ukraine. If Sefar becomes aware that the goods, whether processed or not, are resold and replaced outside Poland or Ukraine, it is entitled to:
  - a) until the confirmation of its offer acceptance, cancel the offer any time, even if the offer provides for a validity period that has not yet expired;
  - b) withdraw from the agreement any time after its conclusion.
- 1.7. The General Terms and Conditions of Sale (hereinafter “GTCS”) constitute an integral part of the sales agreement and appendix no. 1 thereto, independent of whether they are mentioned in the content of the sales agreement or not.

### **2. Technical documentation, tools and samples**

- 2.1. Technical documentation, tools and samples provided by Sefar after placing of an order (hereinafter “Materials”) are binding for the Buyer, i.e. constitute the basis of the order implementation, unless the Buyer states otherwise within 24 hours as of their receipt.

- 2.2. All offered, confirmed and delivered articles which contain a "V" or "M" in the article number are to be considered exclusively as prototypes of the pre-series. The articles that item numbers are identified by "V" or "M" can be modified by Sefar after the order is made without any further notice or communication.
- 2.3. The Buyer is not entitled to any warranty claims in respect of the delivered goods if the goods comply with technical documentation, tools and samples previously provided to Sefar by the Buyer.
- 2.4. All drawings, dimensions, weights and parameters detailed in the general documentation of Sefar, which:
  - a) is not developed exclusively for the Buyer for the purpose of an agreement implementation; and/or
  - b) is not a Material in the meaning of GTCS; and/or
  - c) is provided prior to the placing of the order;are treated as estimates. Descriptions and illustrations contained in brochures, catalogs, pricelists and other advertising materials aim at making the Buyer generally familiar with Sefar's products and are not a binding part of the agreement.
- 2.5. Unless Sefar declares otherwise:
  - a) goods do not have any attributes than detailed in technical documentation;
  - b) Sefar makes no representations as to the merchantability or suitability of the goods for the use intended by the Buyer, which implies the exclusion of Sefar's liability for damages in this regard;
- 2.6. Sefar retains copyrights to the Materials provided to the Buyer. Without a prior written authorization from Sefar, the Buyer shall not make the Materials available to third parties and use them for purposes other than the purpose for which they are delivered.
- 2.7. The Buyer acquires no economic copyrights, industrial or related rights to the aforementioned documentation, tools and samples, even if the documentation, tools and samples are paid for by the Buyer, and shall not be granted with rights to publish, copy, verify or sell them.
- 2.8. The Buyer declares the implementation of the order based on materials provided by the Buyer shall not result in an infringement of any third party rights.

### **3. Delivery time**

- 3.1. Sefar commences order implementation upon its confirmation.
- 3.2. If the parties determine the delivery time in days, weeks or months counted from the agreement conclusion date, the delivery time is counted as of the date of the order confirmation by Sefar.
- 3.3. For the purpose of order implementation the Buyer shall provide Sefar with all necessary materials and information required for the order completion, including during the order implementation time, and according to Sefar's instructions, within the time limits and in a form selected by Sefar.
- 3.4. The delivery date shall be postponed by virtue of a unilateral statement of Sefar made electronically, if:
  - a) the Buyer fails to meet the obligation mentioned in section 3.3;
  - b) the invoice payment deadlines are not met by the Buyer;

- c) obstacles occur which cannot be prevented by Sefar despite its best efforts, independent from whether they affect Sefar, the Buyer or a third party. Such obstacles include, but are not limited to: epidemic, pandemics, war, revolution, a serious breakdown making the work progress impossible, accidents, strikes, delayed or defective deliveries by subcontractors of raw materials or semi-finished products, the necessity to reject significant work components, official acts or omissions by government/public authorities, natural disasters and force majeure;
  - d) the Buyer fails to ensure a proper and fast unloading of the Goods.
- 3.5. The Buyer's claims due to damage or other losses resulting from a delay in delivery are excluded.
- 3.6. Sefar may deliver the Goods in portions.
- 3.7. The delivery time is deemed met if, before its expiry:
- a) the products leave Sefar's warehouse;
  - b) Sefar notifies the Buyer that the goods are ready for collection.

#### **4. Warranty, Sefar's liability**

- 4.1. Sefar verifies the delivered goods within the framework of its own control system. Any additional check demanded by the Buyer requires a separate agreement. The costs of such check are borne by the Buyer.
- 4.2. A delivery is considered compliant with the order, if, in respect of goods that are:
- a) determined in running meters; and/or
  - b) ordered in a quantity exceeding 100 pcs.;
- the quantitative specification upon acceptance shows a difference not exceeding 10% in comparison with the order, whereas payment is made based on the actual quantity of delivered goods.
- 4.3. Objections to the quantity and specific apparent defects should be reported within 24 hours as of delivery, whereas objections related to hidden defects should be reported within 24 hours as of detection. Objections should be submitted in electronic form or in writing. After the expiry of the time limits specified in this paragraph, the right to submit a reservation shall expire.
- 4.4. Sefar shall be entitled to inspect the product on site at the customer's premises in order to take timely and appropriate action.
- 4.5. Sefar's liability for damages is in each case limited to actual damage of a value not higher than the price paid by the Buyer per batch of goods (covered by one delivery), excluding indirect damages and lost profits (lucrum cessans).
- 4.6. A maximum 1 year warranty term for the delivered goods is binding, expiring after a year from the delivery the latest, and in respect of all goods covered by a single order, not later than upon the expiry of a year after the delivery of the main part of the order (in terms of price). The warranty for minor parts delivered later and for replaced parts is counted from the moment of transferring the main part of the order. For organic products and products containing organic parts the warranty period is limited to the specified lifespan of such products.

- 4.7. Warranty rights expire before the deadline determined in section 4.6, if:
- a) the Buyer or any third party improperly modifies or repairs the goods;
  - b) in respect of existing defects, the Buyer fails to take all suitable measures to reduce losses or makes it impossible for Sefar to rectify the defects;
  - c) the defects result from normal wear and tear of the goods, in particular in respect of filtration fabrics and finished filtration products;
  - d) the Buyer fails to observe the instruction manual (if provided), including activities that are not mentioned in the manual, prohibited or not recommended;
  - e) the defects occur in transport or upon loading or unloading;
  - f) the Buyer breached the obligation specified in section 4.4;
  - g) the Buyer fails to store Goods properly, in particular fails to preserve one of the following storage conditions:
    - 10-30 °C temperature of the storing location,
    - 30-60 % rel. humidity of the storing location,
    - no exposure of the storing location either to light or to uv light.
  - h) the defects occurred due to:
    - improper use,
    - omissions in maintenance and cleaning,
    - fractures of parts resulting from the impact of high external forces,
    - interruptions in the supply of electricity, water and gas,
    - inappropriate physical conditions,
    - using improper equipment to handle the goods,
    - chemical reactions resulting from environmental conditions in which the goods were placed, unless the Buyer described the same (process parameters) in the course of the agreement conclusion, and impurities.
- 4.8. If, within the warranty period, the delivered goods prove defective, the Buyer may demand a repair; Sefar makes repairs if necessary due to the existing defects in material or workmanship.
- 4.9. The Buyer may request for replacement of the goods with new ones only if the reported warranty claim is justified, and the repair of goods is impossible or economically unreasonable.
- 4.10. If a defect pursuant to section 4.8 is not remedied by way of repair by Sefar within a reasonable period, the Buyer may ask for a price reduction or cancelation of the contract.
- 4.11. Sefar may refuse to perform its warranty obligations if the Buyer is in default of payment to Sefar for whatsoever reasons.
- 4.12. When the Buyer reports a claim for repair under the warranty granted, Sefar may, at its own discretion, and instead of making a repair:
- a) replace the defective part with a new one; or
  - b) retain the defective part, issue a corrective invoice and return the price paid by the Buyer for the defective part.

- 4.13. When the Buyer reports a claim for the replacement of goods with new ones under the warranty granted, Sefar may, at its own discretion, and instead of replacing the defective goods:
- a) carry out a repair;
  - b) retain the defective goods, issue a corrective invoice and return the price paid by the Buyer for the defective goods.
- 4.14. For the purpose of repair or replacement the Buyer, at its own cost, dismounts the defective part and sends it at its own responsibility to the address in Poland indicated by Sefar. The Buyer reimburses the travel costs from Sefar's registered seat to the place of processing the warranty claim (and the return travel costs) calculated on principles established in § 2 item 1b of the Regulation of the Minister of Infrastructure dated 25 March 2002 concerning the conditions of establishment and reimbursement of the costs of using cars, motorcycles and mopeds that are not the property of the employer for company purposes, if the repair or replacement can be carried out only in the place where the goods are situated. If the warranty claim connected with the necessity to travel proves unjustified for reasons determined in sections 4.2, 4.3, 4.5, 4.6 and 4.12, the Buyer is obliged to pay an additional charge amounting up to 25% (at Sefar's own discretion) of the value of goods to which the warranty claim refers. If the warranty claim is reasonable, Sefar sends repaired or replaced goods at its own cost and responsibility, whereas unloading and remounting rests with the Buyer.
- 4.15. Sefar reserves the right to decline a warranty claim if the goods concerned are not free from impurities.
- 4.16. Due to the necessity to obtain opinions of the quality management departments from other Sefar group companies in Europe and the world, Sefar reserves the right to declare the reasonableness of the reported warranty claim within 21 days as of the receipt of goods.
- 4.17. All entitlements vesting in the Buyer and the scope of Sefar's liability under the warranty granted are specified in GTCS.

## **5. Prices**

- 5.1. The prices established in the agreement only concern the value of goods. Other costs, including tax costs if necessary, related to the performance of order are calculated additionally.
- 5.2. The Buyer settles the payment for technical documentation, tools and samples provided by Sefar and Sefar's preparation works separately, even if the placement of the order is not completed.
- 5.3. The Buyer makes a separate payment for checks exceeding the regular scope and for specific packaging.
- 5.4. The costs of any type of additional certifications (certificates of origin, accompanying documents, confirmations, etc.) are borne by the Buyer.

## 6. Payment terms

- 6.1. The payments under the agreement shall be made within 14 calendar days as of the date of the invoice in the invoice currency. Unless Sefar decides otherwise, the following payments are excluded:
- in a currency other than indicated by Sefar; and/or
  - to an account other than indicated by Sefar.
- 6.2. Sefar retains the title to all goods it delivers until the receipt of the full payment compliant with the agreement.
- 6.3. Sefar reserves the right to calculate interest in the double statutory amount for each day of delay in payment. The exercise of this right by no means excludes Sefar's right to pursue compensation according to general principles.
- 6.4. Sefar is authorized to suspend a delivery, withdraw from the agreement or terminate the same without notice if the payment date is not met.
- 6.5. If claims are reported, including warranty claims, the Buyer cannot withhold the payment of Sefar's invoice, whether in whole or in part.

## 7. Liability of the Buyer

- 7.1. If the Buyer fails to meet its contractual obligations, withdraws from or terminates the agreement, or causes damage to Sefar's property, Sefar is entitled to:
- prolong the agreement execution date; and/or
  - terminate the agreement without notice and compensation to the Buyer; and/or
  - require the Buyer to return the already delivered goods; and/or
  - withdraw from the agreement; and/or
  - demand compensation in the form of:
    - reimbursement of transport costs; and/or
    - default interest; and/or
    - an amount in cash equivalent to the reduction in the value of returned goods.
- 7.2. Sefar retains the right to report claims other than specified in section 7.1 under the Civil Code, the agreement, GTCS, and principles established in section 8.2.

## 8. Jurisdiction and applicable law

- 8.1. The courts in Poznań shall have jurisdiction over all disputes arising from the concluded agreements.
- 8.2. To all matters not settled in GTCS, the rules of Ex Works Incoterms 2020 binding as of 1 January 2020 and published by the International Chamber of Commerce in Paris, shall be applicable. To all matters not settled in GTCS and in the document mentioned in the first sentence, the Civil Code shall be applicable.
- 8.3. Upon the placement of the order the Buyer is obliged to notify Sefar about legal, official and other regulations, if any, applicable to the agreement implementation.

## **9. Packaging and waste management**

- 9.1. Sefar declares that an organization of packaging recovery has taken over the duty to ensure recovery, including recycling of packaging waste of the same type as packaging waste made of the same type as packagings marketed by Sefar in a given calendar year, in relation to the whole mass of packagings of one or more types, on the basis of a written agreement.
- 9.2. In relation to the agreement mentioned in section 9.1, pursuant to art. 17 of the Law on Packaging and Packaging Waste Management dated 13 June 2013 (Journal of Laws of 2013, item 888 as amended), the obligation to ensure recovery is fulfilled by Sefar by the agency of packaging recovery organizations, and as a consequence, Sefar is not obliged to collect any packagings from the Buyer.
- 9.3. Under art. 3 clause 1 item 19 of the Law on Waste dated 16 April 2020 (Journal of Laws of 2013, item 21 as amended) the holder of waste is the producer of waste or a natural person, legal person, and an organizational unit without legal personality that holds waste. The owners of land are deemed to be the holders of waste located in this land.
- 9.4. Under art. 3 clause 1 item 32 of the Law on Waste dated 16 April 2020 (Journal of Laws of 2013, item 21 as amended) the producer of waste is any person whose activity or residency results in generation of waste (primary producer of waste), and any person who initially processes, mixes or performs other activities resulting in a change in the nature or composition of such waste.
- 9.5. Considering the definitions mentioned in sections 9.3 and 9.4, Sefar has no obligation to collect waste generated after the delivery of goods, subject to clause 9.1.

## **10. Personal Data – Information Clause**

- 10.1. Sefar is the controller of the Buyer's personal data (if the Buyer is a natural person operating a business, including participation in a civil law partnership) or natural persons representing the Buyer in contacts with Sefar.
- 10.2. Sefar processes personal data for the purpose of:
  - a) operating the current business in the scope of sales of filtration products, and therefore, negotiating, concluding and implementing sales contracts (data processing is based on art. 6 section 1 letter b of GDPR, art. 6 section 1 letter f of GDPR – legitimate interests of Sefar consisting in the transfer of personal data within the SEFAR capital group in relation with a unified system of sales management, and art. 6 section 1 letter f of GDPR),
  - b) Buyer's service – considering applications, inquiries, claims, complaints (data processing is based on art. 6 section 1 letter c of GDPR, art. 6 section 1 letter f of GDPR – legitimate interests of Sefar consisting in the transfer of personal data within the SEFAR capital group in relation with a unified system of sales management),
  - c) using bookkeeping, accounting, human resources and payroll services (data processing is based on art. 6 section 1 letter c of GDPR),

- d) ascertaining, pursuing and enforcing claims (data processing is based on art. 6 section 1 letter f of GDPR – legitimate interest of Sefar consisting in ascertaining, pursuing and enforcing claims, and defense against claims in proceedings before courts and other governmental authorities),
- e) using IT services (data processing is based on art. 6 section 1 letter f of GDPR – legitimate interest of Sefar consisting in ensuring proper IT services for the business).

10.3. Sefar processes personal data for a period resulting from legal regulations; personal data is processed until the expiry of claims under the contract entered into by Sefar and the Buyer or of the limitation period for claims concerning tax liabilities under the aforementioned contract.

10.4. Personal data may be transferred to: service providers, including IT service providers, companies of the SEFAR Capital Group, entities providing services to the controller, subcontractors, state authorities. Upon transferring data outside the EU and EEA, the controller transfers data to a country ensuring proper protection of personal data, compliant with the European Commission decision.

10.5. The person whose data is processed, is entitled to:

- a) erase the data (“right to be forgotten”) or restriction of processing,
- b) access to data,
- c) rectify the data,
- d) transfer of data,
- e) object to personal data processing – if Sefar processes personal data compliant with its legitimate interest; objection may be sent to the following electronic mail address: [biuro.pl@sefar.com](mailto:biuro.pl@sefar.com) or the address of the registered seat of Sefar,
- f) lodge a complaint with the President of the Personal Data Protection Office.

Detailed information on personal data processing principles is available in the “Privacy Policy” <https://www.sefar.com/en/573/Witaj-w-Sefar-Sp-z-o-o.htm?Article=2614195>

## **11. Final provisions**

- 11.1. Unless Sefar decides otherwise, GTCS are binding for all sales agreements entered into by Sefar as the seller, delivery agreements entered into by Sefar as the supplier, and for negotiations related to such agreements.
- 11.2. The Buyer’s conditions, if contrary to GTCS, are valid only if explicitly authorized by Sefar.
- 11.3. The parties make statements, including offers, orders and order acceptance statements in electronic form or by fax.
- 11.4. The period defined in GTCS as “within 24 hours” is subject to suspension on Saturdays, Sundays and other public holidays in the meaning of the Law on Non-Working Days dated 18 January 1951 (Journal of Laws no. 4/1951, item 28 as amended).
- 11.5. The invalidity of any individual parts of GTCS has no impact on the validity of the remaining parts.
- 11.6. In all cases not established in the agreement or GTCS the parties shall agree such provisions that reflect the intentions of the parties expressed in the agreement in the most convenient manner.