General Terms and Conditions of Dekpol Steel Sp. z o.o.

effective as of July 15, 2026

I. INTRODUCTORY INFORMATION

1. These General Terms and Conditions (hereinafter also referred to as "GTC") apply to contracts concluded with Dekpol Steel, a limited liability company with its registered office in Pinczyn, address: ul. Gajowa 31, 83-251 Pinczyn, entered in the Register of Entrepreneurs by the District Court for Gdańsk-Północ in Gdańsk under KRS number: 0000816536, hereinafter referred to as the "Supplier." The entity with which the Supplier plans to enter into or has entered into a contract shall be referred to as the "Recipient," while the Supplier and the Recipient together shall be referred to as the "Parties" or, depending on the context, separately as a "Party".
2. Whenever the term "Agreement" appears in these GTC, it shall be understood to mean a sales agreement, a delivery agreement, or any other agreement entered into by the Parties, under which the Supplier undertakes to deliver to the Customer a product included in the Supplier's commercial offer (hereinafter referred to as the "Product").
3. The GTC may be amended by the Supplier at any time. An "amendment" means both the introduction of changes to the existing GTC and their repeal and the introduction of new GTC. The amendments are binding on the Customer as of the date of delivery of the amended GTC to the Customer or as of the date of their publication on the Supplier's website (whichever occurs first). The amended GTC apply to orders placed by the Customer after the date of delivery of the amended GTC to the Customer or the date of their publication on the Supplier's website (whichever occurs first).
4. The GTC take precedence over the Customer's general contractual terms and conditions.
5. The GTC apply to every Agreement, even if they are not listed as an attachment in the Agreement's text.
6. By placing an order or accepting the Supplier's offer, the Customer accepts the GTC in their entirety, unless the Parties agree otherwise in writing.

II. CONCLUSION AND CONTENT OF THE AGREEMENT

1. If the Customer has received a commercial offer from the Supplier, the offer is deemed valid for 14 days.
2. The Agreement is concluded when the Customer places an order in writing or electronically, and the Supplier confirms the order electronically. Any changes or additions to the order must be confirmed by both Parties via email to be valid.
3. The Agreement may also take the form of a written document, a commercial agreement, or a negotiation protocol, provided that they contain all the essential terms of the Agreement agreed upon by the Parties and have been signed on behalf of the Supplier by persons duly authorized to make declarations of intent.
4. Under the Agreement, the Supplier undertakes to manufacture and deliver to the Recipient, and to transfer to the Recipient ownership of, the Product included in the Supplier's commercial offer, and the Recipient undertakes to accept the Product and pay the Supplier the agreed-upon price by the agreed-upon payment date.
5. The Recipient may not assign the rights arising from the concluded Agreement to third parties without the Supplier's written consent.
6. The Supplier is entitled to make the conclusion of the Agreement contingent upon an assessment of the Recipient's ability to pay the price for the Product.
7. The Supplier declares that the presentation of Products on the Supplier's website or in the Supplier's catalog does not constitute an offer within the meaning of the Civil Code and is for informational purposes only. Product photos are for illustrative purposes only, and their actual appearance and color may differ from those shown in the photos.
8. The Supplier reserves the right to change certain technical specifications of the Products in its commercial offer, as well as their appearance.

III. DELIVERY AND ACCEPTANCE OF THE PRODUCT

1. The Supplier delivers the Product to the location specified by the Parties in the Agreement. Unless otherwise agreed, the Supplier delivers the Product to the Recipient in accordance with the FCA rule of INCOTERMS 2020.
2. The delivery dates specified in the Agreement are approximate.
3. Delivery dates or other terms of the Agreement may be subject to change, even after the Agreement has been concluded, in particular due to force majeure and other circumstances beyond the Supplier's control, as well as due to changes in market conditions and current commercial terms related, among other things, to the Supplier's relationships with entities with which it cooperates in the performance of its contracts. The Recipient will be notified immediately of any change to the delivery date or other terms of the Agreement.
4. All benefits and burdens associated with the Product, as well as the risk of accidental loss or damage to the Product, shall pass to the Recipient upon delivery of the Product to the Recipient or to a third party designated by the Recipient.
5. The Recipient shall take delivery of the Product from the Supplier at the location specified in the Contract. Acceptance shall be recorded in a delivery receipt, a delivery note, or another document confirming the transfer, signed by both Parties and containing all arrangements made during the acceptance process.
6. If the place of delivery of the Product is the Supplier's facility:
    a. The Recipient is required, no later than 2 days before the scheduled pickup of the Product, to inform the Supplier of the person authorized to pick up the Product (first name, last name, vehicle registration number) and, upon the Supplier's request, to present a document confirming the authorized person's right to pick up the Product from the Supplier's facility. Pickup of the Product at the Supplier's facility is possible Monday through Friday from 7:00 a.m. to 3:00 p.m., provided that the exact time of pickup has been agreed upon in advance with the Supplier.
    b. Upon pickup, the Recipient is required to verify the completeness of the Product, its technical condition, and the documents that, in accordance with the Agreement, are to be provided at the time of pickup,
    c. The Recipient or a person authorized to pick up the Product is required to comply with the occupational safety and health rules in effect at the Supplier's facility.
    d. Recipient is responsible for loading the Product and bears the associated costs.
7. If the Product is delivered to a location specified by the Recipient:
    a. the benefits and risks associated with the Product, as well as the risk of accidental loss or damage to the Product, shall pass to the Recipient upon handover of the Product to the Carrier.
    b. The Recipient shall bear all costs of delivering the Product to the locations specified in the order or other locations agreed upon by the Parties, including the costs of additional security measures for the Product during transport.
    c. The Recipient shall notify the Supplier of the need to provide additional protection for the Product during transport or of any other requirements regarding the transport of the Product no later than at the time of placing the order.
    d. Before confirming receipt of the Product on the waybill, the Recipient is required to inspect the Product in a manner customary for products of this type, in particular to check whether the Product (if unpackaged) or the packaging (if the Product is packaged) shows any signs of mechanical damage that could have occurred during transport. If the Recipient determines that the Product was lost or damaged during transport, the Recipient is obligated to take all necessary steps to establish the Carrier's liability and to note their objections in the document referred to in paragraph 5 above, failing which the Product will be deemed to have been accepted without objection.
    e. The Recipient is responsible for ensuring a safe unloading area for the Product, as well as for the unloading itself, and shall bear the associated costs.
8. The Recipient's employee who accepts the Product from the Supplier is the Recipient's representative, authorized to make and receive statements on behalf of the Recipient regarding the performance of the Agreement. In the event that a Recipient's employee refuses to make or accept a declaration of intent, a report shall be drawn up and signed by a Supplier's employee, and the circumstances or findings stated in the report shall be binding on the Recipient.
9. The Recipient shall bear all costs incurred by the Supplier as a result of an unjustified refusal to accept the Product, including costs of storage, return shipping, insurance, etc.

IV. PRICE

1. The contractually agreed Product prices, including those specified in the price list attached to the Agreement or in the Supplier's catalog, are net prices and will be subject to value-added tax in accordance with applicable regulations.
2. If the net price is specified in EUR and payment is to be made in PLN, the net price in EUR will be converted to PLN at the selling exchange rate of the National Bank of Poland as of the date of issuance of the relevant VAT invoice, unless the Parties agree otherwise. The price converted in accordance with the provisions of the preceding sentence shall then be increased by the applicable VAT rate as of the date of issuance of the relevant VAT invoice.
3. If the net price is specified in EUR and payment is also to be made in EUR, the net price in EUR
4. R shall be increased by the applicable VAT rate expressed in EUR, which shall be converted to PLN at the average exchange rate of the National Bank of Poland on the business day preceding the issuance of the relevant VAT invoice.
5. The Recipient shall pay the Supplier the price for the Product based on a VAT invoice or other accounting document (e.g., a pro forma invoice) properly issued by the Supplier, i.e., in accordance with the applicable provisions of the VAT Act and the implementing regulations governing the use of the National e-Invoice System (KSeF), within the time limit specified therein.
6. If, between the date of conclusion of the Agreement and the date of delivery of the Product, the production costs of the Product increase—in particular as a result of:
    a. an increase in the prices of raw materials, semi-finished products, or components used in the production of the Product, or
    b. an increase in the costs of transportation or labor, or
    c. changes in legal regulations, particularly tax regulations, changes in exchange rates, or
    d. an increase in other costs that have a direct or
    e. indirect impact on production costs, or the occurrence of Force Majeure.
7. The Supplier reserves the right to adjust the price of the Product accordingly, but only to the extent of the increase in the aforementioned cost factors. In the situation described above, an amendment to the Agreement regarding the Product price shall take effect upon notification to the Customer of the change to the price agreed upon in the Agreement. Such notification shall be provided at least in electronic form and shall be effective upon delivery to the Customer. Upon the Customer's request, the Supplier is obligated to justify the price change.
8. If the Parties have agreed that Product prices will be determined based on the price list attached to the Agreement, the Supplier shall be entitled to revise the prices set forth in the price list in connection with changes in steel prices every quarter of the Agreement's term for which the price list was prepared (if the Parties have stipulated that the prices listed in the price list shall remain unchanged for a certain period, the Supplier's right to revise prices quarterly shall commence upon the expiration of the period during which the Parties stipulated that prices would remain unchanged) . Price adjustments will be made in accordance with the MEPS index, but only if the steel price index has changed by more than ±3% compared to the level in effect at the time of the last price list update. The Supplier will submit a proposal for updated prices no later than five (5) days before each scheduled effective date of the updated prices. The right to a quarterly price adjustment and the contractual provision regarding the fixed nature of the prices listed in the price list do not preclude the right described in paragraph 5 above.
9. In the cases described in paragraphs 5 and 6 above, the Supplier shall issue a corrective invoice to the Customer documenting the price change.
10. The Customer shall pay the price by bank transfer to the Supplier's bank account specified on each VAT invoice. Payment of the price shall be deemed made on the date the payment is credited to the Supplier's bank account.
11. If a payment deadline is specified that is calculated from the date of delivery of the invoice, the Parties mutually agree that this deadline shall be calculated in accordance with the rules governing the use of KSeF. This means that, in cases provided for by law, the decisive date from which the payment deadline will be calculated is the date of acceptance of the structured invoice (e-invoice) in the KSeF and the assignment of a unique invoice identification number in the National e-Invoice System (the so-called KSeF ID number). The transmission of the relevant e-invoice visualization will be irrelevant, subject to the obligation to use the appropriate visualization and to use the offline mode for reasons attributable to the Ministry of Finance and the KSeF system itself. Only in such a case will the payment deadline be calculated from the date of actual delivery of the relevant image to the Client, unless, prior to the date of delivery of the relevant image (offline), the invoice has already been sent to KSeF and the system has assigned it a unique invoice identification number in the National e-Invoice System (the so-called KSeF ID). In that case, the date the KSeF ID was assigned—as the date of the event that occurred first—will be decisive for calculating the payment deadline.
12. If:
    a. the place of supply is the territory of a Member State other than the territory of the country or the territory of a third country, or
    b. the purchaser is an entity that does not have a registered office or a fixed place of business within the country, or
    c. the purchaser is an entity that does not have a registered office in the country but has a fixed place of business in the country, provided that this fixed place of business is not involved in the purchase of the goods or services for which the invoice was issued, or
    d. the purchaser is a taxpayer availing itself of the exemption referred to in Article 113a(1) of the VAT Act, or
    e. the purchaser is an entity that does not use a number by which it is identified for tax purposes, nor a tax identification number, other than the purchasers referred to in points a–c and f, or
    f. the purchaser is a natural person not engaged in business activity, the structured invoice (e-invoice) is made available to the purchaser in a manner agreed upon with the purchaser.
13. The Recipient authorizes the Supplier to issue VAT invoices without the Recipient's signature.
14. In the event that documents or information are used and exchanged between the Parties, on the basis of which the Supplier will be entitled to issue an invoice, the Parties undertake to exchange and accept such documents or information in a timely manner to enable the invoice to be issued within the deadline required by the provisions of the VAT Act. If, due to a delay in the exchange and acceptance of documents or information necessary to issue an invoice, the Supplier fails to meet the statutory deadlines for issuing the invoice or submitting it to KSeF, and such delay is attributable to the Customer, the Supplier shall be entitled to charge the Recipient for all costs incurred in connection with such failures, which in particular applies to financial penalties threatened against the Supplier in connection with violations concerning the National e-Invoice System, as provided for by the VAT Act, as well as the costs of proceedings regarding the imposition of a penalty (in particular, legal fees and necessary stamp duties and administrative fees).
15. The Recipient bears full responsibility for providing, in the Agreement or in an order placed pursuant thereto, correct identification data, including, in particular, the appropriate email address for receiving electronic invoices and the appropriate visual representations of-invoices, as well as a correct and valid tax identification number (NIP) or value-added tax (VAT) identification number, or the value-added tax identification number applicable in the country where the Recipient is headquartered. In the event of an error or the provision of incorrect data, particularly regarding the aforementioned identification number, the issuance of a valid invoice by the Supplier and a corrective invoice is conditional upon the provision of correct data and the amendment of the Agreement or the order placed pursuant to it. If, as a result of such an error, the Supplier were to be subject to financial penalties related to violations of the National e-Invoice System, as provided for by the VAT Act—in particular, if the Supplier failed to issue an invoice or issued an invoice in violation of the applicable deadlines for its issuance or submission to the KSeF— the costs of financial penalties related to violations concerning the National e-Invoice System, as provided for by the VAT Act, as well as the costs of proceedings regarding the imposition of such penalties (in particular, legal fees and necessary stamp duties and administrative fees) shall be borne by the Recipient.
16. The Supplier may make delivery of the Product contingent upon the Recipient's payment of a prepayment, advance payment, or provision of other security, and shall not be liable for any delay in delivering the Product if the Recipient fails to provide appropriate security.
17. In the event of failure to pay the price on time, the Supplier is entitled to charge statutory interest for each day of delay in payment, to demand prepayment for an order already accepted for fulfillment, and to suspend the fulfillment of the next order. Notwithstanding the foregoing, the Recipient shall reimburse the Supplier for documented debt collection costs.
18. The Supplier reserves the right of ownership of the Product until the Customer has paid the full price.
19. Filing a complaint does not relieve the Customer of the obligation to pay the price for the Product on time.
20. The Buyer may not set off any claims against the Supplier against the Supplier's claims against the Buyer.

V. DOCUMENTATION AND INTELLECTUAL PROPERTY RIGHTS

1. The Recipient acknowledges that the design and technical documentation, all data, drawings, models, designs, projects, specifications, and know-how used by the Supplier in the performance of the Agreement are the property of the Supplier. The Supplier does not transfer to the Recipient any rights or benefits arising from the Supplier's intellectual property rights. The Recipient shall not, during the term of the Agreement or at any time after its termination, use or authorize the use of any designs, drawings, or specifications or other Intellectual Property Rights of the Supplier. A violation of the above prohibition shall result in the obligation to pay the Supplier a contractual penalty of 100,000.00 EUR for each violation.
2. If the Supplier performs the subject matter of the Agreement in accordance with data, drawings, models, designs, or other guidelines provided by the Customer, the Customer shall bear full responsibility for any resulting consequences and, in particular, warrants to the Supplier that the performance and delivery of the subject matter of the Agreement will not infringe upon the protective rights of third parties, in particular those arising from intellectual property rights. The Supplier is under no obligation to the Customer to verify whether the Supplier's performance of the Contract based on data, drawings, designs, or other guidelines provided by the Customer will infringe upon the proprietary rights of third parties.
3. If a third party asserts a claim against the Supplier arising from its proprietary rights—in particular, a claim for cessation of infringement—resulting in the necessity to cease performance or preventing the shipment of the subject matter of the Agreement produced on the basis of the data referred to above, the Supplier, without any obligation to assess the validity of such a claim, shall have the right to terminate the Agreement with the Recipient without any liability toward the Recipient. Any costs already incurred as a result of the performance of the Agreement shall be reimbursed to the Supplier by the Recipient. In any of the cases referred to above, the Recipient agrees to indemnify the Supplier against claims by third parties (indemnification) and to compensate the Supplier for any damages incurred as a result.

VI. SUPPLIER'S LIABILITY

1. The Supplier's total liability for non-performance or improper performance of the Agreement, as well as its tort liability, with respect to any and all events, is limited to 100% of the net value of the Product whose delivery gave rise to the damage.
2. The Supplier is liable only for actual damages, excluding lost profits and consequential damages.
3. The Supplier shall not be liable for defects in the Product resulting from the Product's manufacture in accordance with documentation provided by the Recipient or from changes made by the Recipient to the Supplier's documentation or from the Recipient's further specification of such documentation.
4. In the event of a delay by the Recipient in accepting the Product, the Supplier shall be entitled to a contractual penalty of 0.1% of the total net value of the unaccepted Product for each day of delay. In the situation described in the preceding sentence, the Supplier may charge the Recipient for additional costs incurred in connection with the delay in accepting the Product, in particular additional costs of transporting and storing the Product. If the Recipient's delay in accepting the Product exceeds 3 days, the Supplier shall be entitled to withdraw from the unfulfilled portion of the Agreement. In the event of withdrawal from the order as specified in the preceding paragraphs, the Supplier shall charge the Recipient a contractual penalty, calculated from the date the delay began until the date of delivery of the notice of withdrawal, as well as a contractual penalty for withdrawal from the performance of the relevant part of the order in the amount of 10% of the total net value of the unfulfilled part of the Agreement.

VII. FORCE MAJEURE

1. The Supplier shall not be liable, nor shall it be deemed to be acting in violation of the provisions of these General Terms and Conditions or any other contractual provisions binding on the Parties, for any delay in the performance or non-performance of its obligations, if such delay or non-performance was caused by reasons beyond the Supplier's control (including, but not limited to, actions by public authorities, war, riots, fire, explosion, flood, extreme weather conditions, laws governing import or export, imposed embargoes, strikes, labor disputes, or the inability to receive or a delay in receiving deliveries of raw materials, semi-finished products, or components used in the production of the Product or the performance of work).
2. The Supplier may then, at its discretion, delay performance of the Agreement or withdraw from the Agreement in whole or in part without incurring additional costs in this regard and shall not be liable for damages caused by non-performance of the Agreement, of which it shall immediately notify the Recipient.
3. In the event of changes in economic, commercial, financial, or political conditions that the parties could not have foreseen at the time the Agreement was concluded and that result in a significant disruption of the contractual balance, the Parties undertake to immediately renegotiate the terms of the Agreement in order to restore the contractual balance.

VIII. WARRANTY

1. The Supplier warrants that the Product complies with the technical specifications agreed upon by the Parties in the Agreement. The Supplier shall not be liable for the suitability of the Product for any purpose other than that expressly agreed upon by the Parties in the approved Product specification.
2. The Supplier shall be liable to the Recipient under the warranty in accordance with the terms set forth in the Warranty Card provided to the Recipient no later than at the time of delivery of the Product.
3. The Supplier provides a warranty for the Product for a period of 12 months from the date of sale, subject to the warranty for adapters, tooth caps, and blades, which, as components subject to natural wear and tear, are not covered by the warranty.
4. The Supplier's liability under this warranty covers only defects arising from causes inherent in the Product sold.
5. The warranty covers the repair of defects in the sold Product.
6. Warranty rights do not include the Customer's right to claim compensation for lost profits, costs incurred in connection with Product defects, or the provision of a replacement product during repairs.
7. The Supplier is exempt from liability under the warranty in the event of:
    a. damage to the Product resulting from improper unloading, storage, handling, maintenance, or operation,
    b. damage resulting from overloading or failure to follow the instructions for the intended use of the Product,
    c. damage resulting from an accident involving the Product or a device connected to it;
    d. damage resulting from circumstances beyond the Supplier's control;
    e. normal wear and tear of the Product, as well as damage that does not affect the operation of the equipment, such as dents or superficial scratches,
    f. any design changes made by the Recipient that were not agreed upon with the Supplier in writing, and any repairs or modifications performed by unauthorized persons without the Supplier's written consent; damage resulting from the use of non-original replacement parts without the Supplier's written consent to use such parts;
    g. the inability to identify the Product or the absence of a valid Warranty Card (i.e., bearing the Supplier's signature, containing the date of sale, and free of any deletions or corrections made by unauthorized persons). A duplicate warranty card may be issued upon written request after the Customer presents proof of purchase.
8. Under contracts concluded in accordance with these General Terms and Conditions, the Supplier's liability under the warranty is excluded.

IX. COMPLAINT NOTIFICATION

1. The Recipient is required to file a complaint in writing or electronically immediately, but no later than 72 hours from the time the defect in the Product is discovered.
2. To the Supplier's address: ul. Gajowa 31, 83-251 Pinczyn / e-mail: kj@dekpol.pl, under penalty of forfeiting warranty rights. The claim must be submitted using the form attached to the Warranty Card. The Recipient is required to attach a copy of the Warranty Card to the claim. Furthermore, to the extent possible, the Recipient should attach documents to the claim that allow for its verification (e.g., photos of the damaged product).
3. The Supplier undertakes to contact the Recipient within 5 business days of receiving a valid claim and to agree with the Recipient on the method and date for remedying the defect. The Supplier may also provide the Recipient with instructions regarding the continued use of the Product.
4. If the Supplier determines that one of the circumstances excluding its liability under the warranty applies, the Supplier will inform the Recipient that the Recipient is not entitled to any rights under the warranty.
5. In the event of an unfounded request for warranty repair, the costs incurred in connection therewith shall be borne by the Customer.
6. From the moment the Recipient discovers a defect that is subject to notification, the Recipient shall refrain from using the defective Product and shall comply with all of the Supplier's recommendations regarding its use. Use of the defective Product contrary to the Supplier's recommendations will result in the loss of warranty rights.
7. The choice of how to remedy the defect rests with the Supplier.
8. The Recipient agrees to deliver the Product intended for replacement or repair to the location specified by the Supplier at the Recipient's own expense. The Recipient is required to deliver the Product free of dirt (otherwise, the Supplier will charge the Recipient a cleaning fee of 500 PLN net) and secured against the possibility of further defects occurring during transport. After the defect has been remedied, the Product will be returned to the address specified by the Recipient at the Recipient's expense, unless the Parties agree otherwise during the repair process.

X. TERMINATION OF THE AGREEMENT

1. The Supplier has the right to withdraw from the Agreement if it turns out that the Recipient is unable to pay the purchase price, or if there are reasonable doubts regarding such ability, or if a petition has been filed to remove the Recipient from the business registry or such removal has already taken place. If, in accordance with the provisions of the Agreement, the Customer's performance of its obligations is to take place within a time limit strictly specified in the Agreement, and the Customer is in default of such performance, the Supplier shall be entitled in each such instance to terminate the Agreement without setting an additional deadline for the Customer to fulfill its obligation.
2. Unless otherwise specified, the Supplier may exercise the right of withdrawal referred to in this section, as well as in other provisions of these General Terms and Conditions, within 3 months from the date on which the Supplier becomes aware of the information justifying withdrawal from the Agreement.

XI. CONFIDENTIALITY OBLIGATION

1. The Recipient shall keep confidential all information generally unknown to the public concerning the Supplier ("confidential information"), and in particular the technical documentation provided to the Recipient (including, but not limited to, designs, drawings, specifications, cost estimates, commercial offers, data, studies, and all other materials provided to the Recipient by the Supplier in connection with the performance of the Agreement); the Supplier's know-how, other information of any nature concerning the Supplier or entities within the Supplier's corporate group, their customers, business partners, clients, suppliers, members of management, directors, employees, contractors, advisors, agents, and consultants, personal data, and other information that may constitute the Supplier's trade secrets. The Recipient is obligated to impose a corresponding confidentiality obligation on all its bodies, employees, representatives, and other third parties who will have access to such information, and to monitor compliance with this obligation. The Recipient agrees to keep the aforementioned information strictly confidential (not to disclose it to third parties) throughout the entire term of the Agreement and for a period of 5 years from the date the Supplier ceases performance of the Agreement. In the event of a breach of the above provisions by the Recipient or other persons to whom the Recipient has disclosed confidential information (including unintentional disclosure), the Recipient agrees to pay the Supplier a contractual penalty in the amount of 100,000.00 EUR (in words: one hundred thousand euros) for each instance of breach.

XII. PERSONAL DATA

1. The rules governing the Supplier's processing of the personal data of the Recipient who is a natural person are set forth in Appendix 1 to the GTC—"Information Clause—Processing of the Personal Data of the Recipient Who Is a Natural Person."
2. The rules governing the Supplier's processing of personal data of individuals whose data the Recipient provides to the Supplier in connection with the performance of the Agreement are set forth in Appendix 2 to the General Terms and Conditions—"Information Clause—Processing of Personal Data: Recipient's Contact Persons, Representatives, and Authorized Agents."
3. The Recipient undertakes to inform the individuals whose personal data it intends to provide to the Supplier in connection with the performance of the Agreement about the rules governing the processing of their personal data by the Supplier, and to provide the Supplier only with the personal data of those individuals with respect to whom it has fulfilled the aforementioned information obligation.
4. To amend the content of the information regarding the processing of personal data referred to in paragraphs 1 and 2 above, a unilateral statement by the Supplier is sufficient, along with sending the Recipient an updated version of the information clauses electronically to the Recipient's or their representative's email address, or by certified mail, by certified mail with acknowledgment of receipt, or by courier. In the event that the information clause referred to in paragraph 2 above is updated, the Recipient shall immediately provide the updated version to the individuals to whom that clause applies.
5. The Recipient is obligated to implement rules for the processing of personal data, analogous to those contained in the clause referred to in paragraph 2 above, with respect to individuals whose data the Provider transfers to the Recipient in the course of performing the Agreement.

XIII. FINAL PROVISIONS

1. The General Terms and Conditions and the Agreement between the Parties are governed by Polish law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. Any disputes that may arise from the Agreement shall be settled by the competent common court with jurisdiction over the Supplier's registered office.
4. Notwithstanding the contractual penalties provided for in the GTC, the Supplier may seek, under general principles, damages exceeding the amount of such penalties.
5. The following appendices form an integral part of the GTC:
    a. Information Clause: Processing of Personal Data of the Recipient Who Is a Natural Person,
    b. Information clause: processing of personal data of the Recipient's contact persons, representatives, and authorized agents,
    c. Complaint Form.

Appendix No. 1. Information Clause – Processing of Personal Data of the Recipient Who Is a Natural Person

1. The Supplier is the controller of the Recipient's personal data.
2. The Provider processes the Recipient's personal data in accordance with applicable data protection laws, in particular Regulation (EU) (EU) 2016/679 of April 27, 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 (hereinafter referred to as the "GDPR"), and the Act of May 10, 2018, on the protection of personal data.
3. The Recipient's personal data will be processed by the Provider for the following purposes:
    a. to conclude and perform the Agreement, pursuant to Article 6(1)(b) of the GDPR;
    b. to comply with legal obligations incumbent upon the Provider (e.g., tax obligations), pursuant to Article 6(1)(c) of the GDPR,
    c. pursuing the Provider's legitimate interests, including the establishment, defense, or pursuit of potential claims, pursuant to Article 6(1)(f) of the GDPR.
4. The Recipient's personal data processed in connection with the performance of the Agreement will be stored for the entire duration of the Agreement, and after its termination or expiration, until the date specified in applicable laws (including the Act of August 29, 1997—Tax Ordinance, and the Act of September 29, 1994 on Accounting) or for a period sufficient to safeguard any potential claims.
5. With regard to the processing of personal data, the Recipient has the rights provided for in the GDPR, including: the right to access their data, the right to rectify, erase, or restrict the processing of their data, the right to data portability, the right to object, and the right to withdraw consent at any time without affecting the lawfulness of processing carried out on the basis of consent prior to its withdrawal. These rights are not absolute and may be subject to restrictions under applicable legal regulations. To exercise the above rights, please contact the personal data controller.
6. If the Recipient believes that the Provider is processing data unlawfully, the Recipient also has the right to file a complaint with the supervisory authority, which is the President of the Personal Data Protection Office, headquartered in Warsaw.
7. Providing personal data is voluntary but necessary for the performance of the Agreement, including the fulfillment of mutual obligations and the potential assertion of claims.
8. The Recipient's personal data will be collected and processed in both paper and electronic form.
9. The Recipient's personal data may be disclosed to persons employed by the Supplier, entities within the Dekpol Capital Group providing services to Dekpol Steel (including HR and IT services) and to other entities authorized under and within the limits of applicable law, including government agencies and institutions (e.g., the tax office in connection with tax obligations).
10. Personal data is not transferred to third countries or to international organizations.
11. You may contact the personal data controller regarding matters related to the processing of personal data at rodo@dekpol.pl.

Appendix No. 2. Information Notice—Processing of Personal Data—Contact Persons, Representatives, and Authorized Agents of Recipients

In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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) [hereinafter referred to as "GDPR"], we are providing you with information regarding the processing of personal data collected by Dekpol Steel, a limited liability company. The information presented below outlines the most important issues related to the processing of personal data and the rights of individuals in connection with the processing of their personal data.

1. **Data Controller.**
The controller of your personal data is Dekpol Steel, a limited liability company with its registered office in Pinczyn ("Controller").
2. **Scope of personal data processing.**
The Controller processes personal data received from its business partners or directly from the individuals to whom the data pertains. The processed data includes, in particular: first and last name, contact information (address, email address, phone number), place of work, and job title.
3. **Purpose and duration of personal data processing.**
The Controller processes personal data to pursue the Controller's legitimate interests (legal basis: Article 6(1)(f) of the GDPR), including, in particular:
    a. enabling contact in connection with the planned conclusion or performance of contracts between the Controller's counterparties and the Controller. In this regard, the data will be processed for the entire duration of the performance of individual contracts or until the conclusion of negotiations;
    b. establishing, pursuing, or defending against claims—until such claims expire, including claims by the State Treasury, provided that the negotiations referred to in subparagraph (a) have been concluded by the signing of a contract.
4. **Voluntary Provision of Data.**
Providing your personal data is voluntary; however, it is necessary for the conclusion and performance of the contract. We obtained your personal data from your employer or principal, who provided your information as that of a representative, authorized agent, or contact person for the Controller in connection with the conclusion of the contract or negotiations aimed at concluding the contract. If you do not wish for your data to be processed, please first contact your employer or principal who provided us with your data.
5. **Recipients of Personal Data.**
The Controller uses the services of third parties and, if required for the proper performance of the Controller's services or tasks, discloses personal data of individuals to the extent necessary. This applies in particular to:
Administrator korzysta z usług podmiotów trzecich i jeżeli wymaga tego prawidłowa realizacja usług lub zadań Administratora - przekazuje w niezbędnym zakresie dane osobowe osób fizycznych. Ma to miejsce w szczególności w odniesieniu do:
    a. providers of IT services and solutions,
    b. entities acting as intermediaries in the performance of contracts (subcontractors, entities providing postal and courier services),
    c. entities providing billing, payment, and debt collection services (e.g., systems for invoicing or tracking document flow),
    d. entities providing advisory services (e.g., law firms and financial firms),
    e. entities authorized to obtain data pursuant to applicable laws, including law enforcement agencies, tax authorities, or other public authorities and institutions.
When transferring personal data, we ensure that the entities to which the data is entrusted are reliable and guarantee a high standard not only in the services they provide but also in the protection of personal data and maintaining its confidentiality. To this end, we enter into appropriate agreements governing the security of the entrusted data. If we transfer data to entities based in third countries (i.e., outside the European Economic Area), we will require these entities to guarantee a high level of personal data protection, compliance with European data protection standards, and to enter into appropriate agreements based on the standard contractual clauses for data protection adopted by the European Commission. The data will not be used for automated decision-making, including profiling
6. **Rights of individuals regarding the processing of personal data.**
Every data subject has the right to:
    a. access their data to the extent specified by the GDPR (Article 15 of the GDPR),
    b. rectification of the data (Article 16 of the GDPR),
    c. request the erasure of data if one of the conditions specified by the GDPR is met (Article 17 of the GDPR),
    d. restrict the processing of data in cases specified by the GDPR (Article 18 of the GDPR),
    e. to lodge a complaint with the supervisory authority, which is the President of the Personal Data Protection Office (Article 77 of the GDPR).
Any individual whose data is processed for purposes arising from the legitimate interests pursued by the Controller has the right to object to the processing of their data on grounds relating to their particular situation (Article 21 of the GDPR).

If you have any questions or concerns regarding the processing of natural persons' personal data, please contact us via email: rodo@dekpol.pl or by mail at: Dekpol Steel sp. z o.o., ul. Gajowa 31, 83-251 Pinczyn