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GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

NM FIRE Poland Spółka Cywilna, ul. Żupnicza 26/80, 03-821 Warszawa

I. DEFINITIONS

The terms used in these General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") shall mean:

1. **Seller** – NM FIRE Poland Civil Partnership, with its registered office in Warsaw, at ul. Żupnicza 26/80.
2. **Buyer** – a contracting party of the Seller (including but not limited to an entrepreneur) who enters into an agreement with the Seller and is bound by these GTCS, not being a consumer within the meaning of the Polish Civil Code.
3. **Goods / Service** – items or services constituting the subject of an agreement between the Buyer and the Seller.
4. **User of the Goods / End Client** – the user of the equipment.

II. GENERAL INFORMATION

1. These GTCS are addressed to Buyers and apply to all agreements, including, in particular, sales and delivery agreements, the subject of which are the Goods or services provided by the Seller.
2. The GTCS also apply to all future agreements between the Seller and the Buyer, even if they are not expressly agreed upon again between the Parties.
3. The provisions contained in these GTCS and in the agreements binding the Parties regarding the reservation of ownership of the Goods, further security of the Seller's claims against the Buyer, and the exclusion of further compensation claims by the Buyer against the Seller, shall in each case be deemed agreed.
4. Upon placing an order by the Buyer, and if no order is placed, at the latest upon receipt of the Goods or services by the Buyer, these GTCS shall be deemed agreed and accepted by the Buyer.
5. The Buyer may accept the GTCS only without reservations.
6. The invalidity or ineffectiveness of any provision of the GTCS shall not affect the validity and effectiveness of the remaining provisions.
7. The provisions of these GTCS in no way exclude or limit the Seller's rights and claims against the Buyer arising from applicable laws.

III. OFFER AND CONCLUSION OF THE AGREEMENT

1. Information publicly distributed or sent to the Buyer by the Seller (commercial information) – including but not limited to drawings, photos, dimensions, descriptions, technical or operational parameters, and other data regarding Goods and services as well as their prices – shall constitute commercial information only and shall not constitute an offer within the meaning of Articles 66–70 of the Polish Civil Code, and shall therefore not be binding on the Seller.
2. Drawings, photos, dimensions, descriptions, technical and operational parameters, and other data concerning the Goods or services included in information publicly distributed or sent to the Buyer, brochures, technical letters, price lists, or offers (if such have been made in writing to the Buyer by the Seller), and any accompanying documents, become binding only upon written confirmation by the Seller, issued upon the Buyer's written request.
3. To conclude an agreement with the Seller, the Buyer selects the Goods or services (including specifying technical parameters of the Goods) and then submits an order to the Seller.
4. The Buyer's order must contain the following data:
   a) Buyer's details, address, and precise delivery address if different from the Buyer's address, as well as the name, surname, and phone number of the person authorized to contact the Seller regarding order execution;
   b) Detailed information on the ordered Goods (technical specifications, quantity, etc.);
   c) The signature of the Buyer or an authorized representative(s);
   d) The preferred delivery date and conditions.
5. The agreement (in particular, the sales or delivery agreement) shall be deemed concluded upon the Seller sending the Buyer confirmation of order acceptance (in writing or by e-mail sent to the address indicated by the Buyer) or by performing the agreement – in which case the Buyer will receive only the invoice. The same procedure applies to order amendments or supplements.
6. The Seller reserves the right to develop its Goods technologically and make design changes. However, the Seller is not obliged to implement such changes to Goods already delivered to the Buyer.
7. The Seller reserves ownership, copyrights, and other intellectual property rights to documents forming part of commercial information (including photos, drawings, and descriptions). Such documents may be shared by the Buyer with third parties only if expressly indicated by the Seller as intended for that purpose, otherwise, the Buyer must obtain prior written consent from the Seller.
8. The Seller hereby expressly declares that no licenses or sublicenses are granted to the Buyer, nor is any intellectual property right regarding the Goods transferred. If the Buyer uses the Goods for manufacturing or processing purposes, the Buyer shall not, without prior written consent from the

Seller, use the Seller's product markings or trademarks on resulting products, packaging, or any advertising materials.

IV. PRICES

1. The prices of the Goods or services shall be expressed in PLN or EUR.
2. Unless otherwise agreed, the prices of the Goods are net prices, to which the applicable value-added tax (VAT) on the date of invoice issuance shall be added.
3. If the execution period of the Buyer's order – counted from the date of confirmation of order acceptance – exceeds three (3) months, the Seller reserves the right to change the price. In such a case, the Buyer shall be entitled to cancel the order.
4. The Seller may condition the acceptance of an order upon the Buyer's payment of an advance in the amount specified by the Seller. In the event of withdrawal by the Buyer from the sales agreement or cancellation of the order after its acceptance, or in the event of failure to collect the Goods within the agreed collection/delivery date, the Seller shall be entitled to charge the Buyer a contractual penalty for withdrawal or non-performance of the sales agreement for reasons attributable to the Buyer, equal to the amount of the advance specified in the order. The Seller further reserves the right to pursue additional damages on general legal grounds. The amount of the advance shall be set off by the Seller against the above-mentioned contractual penalty, without any obligation of refund.

V. TERMS OF PAYMENT. ADVANCE

1. The terms of payment for the performance of an order/agreement, including the rules and deadlines for payment, if not specified in the GTCS, shall be set out in each Seller's offer. In case of discrepancies between the GTCS and the Seller's offer, the provisions of the offer, confirmed in the order or in the order confirmation, shall prevail.
2. The remuneration shall be payable on the basis of a VAT invoice issued by the Seller to the bank account indicated on the invoice. The payment term shall be 30 days from the date the Buyer receives the invoice, unless another term results from the offer, agreement, or invoice issued by the Seller. If the offer does not specify the payment term, the Parties shall confirm it in the order or order confirmation.
3. The date of payment shall be deemed the date on which the Seller's bank account is credited.
4. If the Buyer is a VAT taxpayer, by placing the order the Buyer declares that it is a VAT taxpayer and authorizes the Seller to issue a VAT invoice without the Buyer's signature.
5. The Buyer agrees to receive VAT invoices, duplicates, and corrections electronically in PDF format via e-mail to the address indicated in the Order. Any change of this e-mail address requires written or documented notification to the Seller, as well as simultaneous notice via e-mail to: biuro@nmfire.pl. If technical or formal obstacles prevent electronic delivery, the Buyer agrees to accept invoices in paper form.
6. The Seller may stipulate that payment for the Goods or services be made no later than prior to the release of the Goods or notification of service readiness for acceptance. In such case, the Buyer shall provide the Seller with written confirmation of payment – proof of bank transfer. Payment shall be deemed made only when the funds are available to the Seller.
7. The Buyer agrees, to the extent permitted by law, not to exercise any right of retention or set-off against the Seller's due claims. Any set-off of the Buyer's claims against those of the Seller shall be valid only with the Seller's prior written consent, under penalty of nullity. The Buyer is not entitled to unilaterally set off any of its receivables against the Seller's claims.
8. The Seller is entitled, regardless of contrary payment indications from the Buyer, to apply (allocate) the Buyer's payments first to any older obligations, then to costs, then to interest, and finally to the principal debt.
9. If payment deadlines are exceeded, the Seller is entitled to charge the Buyer the maximum statutory interest for delay, pursuant to Article 481 §2[1] of the Polish Civil Code. The Seller also reserves the right to claim further damages on general legal grounds.
10. If the Buyer fails to fulfill its obligations toward the Seller, particularly payment obligations, breaches payment terms, or if insolvency, liquidation, enforcement, or similar proceedings are initiated, the Seller shall be entitled to suspend performance of its obligations (including the release of Goods or provision of services) and to condition further performance on advance payment, provision of security, or fulfillment of other obligations indicated by the Seller. If such conditions are not met within the deadline set by the Seller, the Seller may withdraw from the contract concerning Goods not yet delivered or services not yet performed, whereby all Buyer's claims arising therefrom shall expire. Additionally, the Seller may, instead of or in addition to withdrawal, pursue claims under ownership reservation (as per Section VI of the GTCS) and further damages on general legal grounds. The right of withdrawal may be exercised within 12 months from the date it arises.
11. Filing a warranty claim by the Buyer does not release it from the obligation to pay the full price within the contractual term.
12. In the event of payment delay, the Buyer shall bear debt collection costs amounting to not less than 5% of the outstanding amount.
13. If the Buyer fails to pay for the Goods within the contractual term, the Seller shall have the right to disable, immobilize, or dismantle the Goods at its discretion. Reactivation, reinstallation, or reassembly shall commence on a date agreed by the Parties, but not earlier than the first

business day after the due payment has been credited to the Seller's bank account.

14. The Buyer undertakes to make payments for the Goods as follows:
   a) 30% of the gross price of the Goods as an advance, payable within 7 calendar days from the date of order confirmation/agreement conclusion, to the Seller's bank account indicated in the confirmation/agreement or separate document;
   b) 70% of the remaining gross price of the Goods, payable within 30 calendar days from the date specified in the order/agreement, or, if not specified, from the date of:
      - delivery of the Goods to the place of delivery indicated in the order/agreement,
      - expiry of the Goods collection period by the Buyer,
      - submission by the Buyer of a request for storage of the Goods by the Seller, to the Seller's bank account indicated on the VAT invoice.
15. The Seller is authorized to issue a VAT invoice for:
   a) the amount of the advance upon order acceptance by the Seller,
   b) the remaining amount of the price after delivery, upon expiry of the collection period, or after submission of a storage request by the Buyer.
16. Payment shall be deemed made on the date the due amount is credited to the Seller's bank account.

VI. RETENTION OF OWNERSHIP AND OTHER SECURITY

1. The Seller retains ownership of the Goods until the Buyer has paid the full price resulting from the order accepted by the Seller or the concluded agreement.
2. In the event of a delay by the Buyer in paying the price resulting from the agreement (accepted order or invoice) for the Goods, the Seller shall be entitled to demand the return of the Goods already delivered to the Buyer and to claim appropriate compensation, including but not limited to for their wear or damage. In such a case, the Seller also has the right to withdraw from the agreement with the Buyer in respect of the unpaid Goods by submitting a written declaration. This right of withdrawal may be exercised within twelve (12) months from the date on which the right arises.
3. The Buyer is not authorized to assign any rights arising from agreements concluded with the Seller based on these GTCS without the prior written consent of the Seller.
4. Transfer of ownership of the Goods shall in no case occur before full payment of the price. If the Buyer fails to pay the amount due under the order/agreement and any other costs owed to the Seller, the Seller shall have the right to demand the return of the Goods within three (3) days from the date of issuing a written request to the Buyer.
5. Acceptance of the returned Goods shall not constitute termination, cancellation, or invalidation of the agreement or any of its provisions, unless expressly stated in writing by the Seller.
6. If the Goods, for which the Seller retains ownership rights, are processed into other products, the Seller's ownership shall automatically extend to the products created as a result of such processing.

VII. DEADLINES AND PLACE OF PERFORMANCE

1. The place of performance, at the Seller's discretion, shall be the Seller's registered office, warehouse, manufacturing facility, or any other location designated by the Seller. As a rule, delivery of the Goods shall be made on the basis of the Ex Works (INCOTERMS 2020) rule, unless otherwise agreed in writing in accordance with the terms of the order or agreement.
2. The order/agreement completion dates:
   a) shall be deemed met if performance has been completed before its expiry,
   b) if the Buyer or a third party (e.g., forwarder, carrier) collects the Goods directly from the Seller, the deadline shall be deemed met on the day the Seller notifies the Buyer (e.g., by phone or e-mail) of readiness to release the Goods at the Seller's registered office, warehouse, production plant, or other location indicated by the Seller,
   c) if the Goods are to be shipped by the Seller to a location other than the place of performance, delivery shall be deemed made when the Seller has handed the Goods over to a carrier engaged in the transport of such goods,
   d) upon receipt by the Seller of the Buyer's request for storage of the Goods (warehousing).
3. If circumstances beyond the Seller's control occur that affect the preparation, shipment, or execution of the agreement – such as strikes, road blockades, import restrictions or delays, transport difficulties (including changes in sea transport schedules by the carrier [1]), epidemics and related government restrictions, adverse weather conditions, or other acts of nature of extraordinary intensity – the performance deadlines shall be extended by the period determined by the Seller. This provision also applies if such circumstances occur at the Seller's contractors (e.g., warehouse, manufacturing plant, carrier, or shipping company) and cause delays in contract performance. In significant cases, the Seller shall inform the Buyer of the commencement and cessation of such circumstances. Delays resulting from the above causes shall not affect other contractual terms and shall not entitle the Buyer to claim damages, termination, or withdrawal from the order/agreement in whole or in part.
4. If the Seller fails to meet the delivery deadline solely for reasons attributable to the Seller, the Buyer shall have the

[1] A change in the delivery date caused by a delay of the shipowner (maritime carrier) may occur due to various factors, such as adverse weather conditions, the shipowner's decisions regarding vessel voyages, or even issues with the supply of necessary components (e.g., in the case of ship construction or repair).

right to set an additional reasonable deadline (no shorter than 7 business days), and after its expiry, the right to terminate the agreement. Subject to mandatory legal provisions, the Buyer shall have no further claims, particularly for damages due to delay.

5. If the Buyer fails to collect the Goods within the time specified in the order/agreement, the Seller shall charge the Buyer for related costs, including insurance and storage, from the first day following the scheduled collection date until the day of actual collection. This also applies when the Buyer, after being notified of readiness for delivery, fails to collect the Goods or requests their storage by the Seller. Storage fees shall be determined by the Seller.
6. If shipment of the Goods cannot be completed for reasons attributable to the Buyer, the Seller shall be entitled to charge the Buyer for all resulting costs, including transport, insurance, and storage. Storage fees shall be determined by the Seller.
7. If the Buyer is absent during delivery, the carrier engaged by the Seller shall leave a delivery notice specifying where and when the Buyer may collect the Goods. The Buyer shall collect the Goods within 2 calendar days following the date of the notice. After this deadline, the Seller shall charge storage and insurance fees in the amount of actual costs incurred, but not less than 1% of the value of the Goods (based on the Seller's invoices) for each commenced calendar month.
8. Compliance with performance deadlines by the Seller depends on the Buyer's timely fulfillment of its obligations.
9. In the case referred to in Section VIII.1 of the GTCS, the choice of forwarder or carrier, mode of transport, transport route, type and scope of protective measures, and packaging of the Goods shall remain at the Seller's discretion. Upon the Buyer's request and at its expense, the shipment may be insured by the Seller against risks including theft, breakage, transport damage, fire, water, or other insurable risks.
10. The Seller may, after prior agreement with the Buyer, execute partial deliveries.
11. The risk of accidental loss or damage to the Goods passes to the Buyer upon their release to the Buyer, its representative, or the carrier at the place of performance.
12. Upon receipt of the Goods, the Buyer is required to exercise due diligence in inspecting the shipment. The Buyer must report any visible damage (e.g., damaged packaging, shortage, or product damage) upon receipt, document such damages in the transport document, and immediately contact the Seller. For hidden defects not visible upon delivery, the Buyer must report them to both the carrier and the Seller (by phone and in writing) within 5 calendar days from receipt. Failure to comply shall be deemed acceptance of the Goods without reservations and may result in the loss of warranty rights.
13. As a rule, Goods may be delivered only to the Buyer or its authorized representative, unless otherwise agreed in writing.
14. If Goods are delivered in returnable containers, the Buyer shall return them within the time specified on the invoice, order confirmation, or agreement. Failure to return the containers within the deadline shall be deemed an agreement that they have been sold to the Buyer. The Seller shall then issue a VAT invoice for their market value, and the Buyer shall pay the amount indicated within the invoice payment term.
15. In the case of self-transport, the Buyer guarantees the cleanliness and technical suitability of transport means in accordance with regulations governing the transport of the ordered Goods. The Seller shall not be liable for any damages arising from non-compliance and is released from any duty to verify or notify that the Buyer's transport means are inadequate.
16. The Seller may change previously agreed delivery dates for reasons other than force majeure, including logistical difficulties or reduced carrier capacity. In such cases, the Seller shall promptly notify the Buyer, no later than within 2 business days, and specify a new delivery date, which shall not exceed 14 days from the original date.

VIII. COSTS

1. Shipment of the ordered Goods within the territory of the Republic of Poland shall be at the Buyer's expense, unless the Seller specifies otherwise in the offer or unless otherwise agreed with the Seller in the order or agreement.
2. At the Buyer's request, the Seller may provide paid storage of the Goods. In such a case, regardless of the actual collection date by the Buyer, the Seller shall be entitled to issue a VAT invoice for payment of the price of the Goods. Storage costs shall be borne by the Buyer in accordance with the storage fees specified by the Seller or the price list applicable at the Seller's premises.

IX. RETURN OF GOODS

1. The Seller may agree to the return of Goods by the Buyer. Each return of Goods to the Seller must be previously agreed upon and approved by the Seller. Unless otherwise agreed, a corrective invoice shall constitute confirmation of the Seller's consent to the return.
2. Each returned Good must be properly secured and prepared for transport. Any damage resulting from improper preparation of the Goods for transport shall be borne by the Buyer.
3. The Seller shall only accept the return of Goods that are complete, undamaged, and accompanied by the required documentation, including technical documentation.
4. If the return of Goods is not the result of an error by the Seller, the cost of return acceptance shall be borne by the Buyer.

X. LIABILITY

1. Upon delivery of the Goods, all benefits and burdens associated with the Goods, as well as the risk of accidental loss or damage, shall pass to the Buyer.
2. The Seller and the Buyer declare that the Seller's liability under statutory warranty (rękojmia) is excluded.
3. The Seller grants the Buyer a warranty for the Goods under the terms specified in the warranty card accompanying the Goods.
4. If the Goods delivered to the Buyer lack the properties expressly guaranteed in writing by the Seller, the Buyer shall be entitled only to replacement of the Goods with new ones, to the exclusion of any further claims.
5. The warranty liability covers only defects arising from causes inherent in the Goods sold.
6. Together with the Goods, the Seller shall provide the Buyer with a warranty card issued to the Buyer, the terms of which supplement the provisions of these GTCS regarding the warranty. If the Seller specifies warranty terms in the warranty card that differ from those contained in the GTCS, the provisions of the warranty card shall prevail.
7. The Seller may refuse to perform warranty obligations if the Buyer fails to fulfill its own obligations, including but not limited to payment for the Goods or obligations arising from a warranty it has granted to the end user of the Goods (final customer).
8. The warranty shall expire if any entity or person other than the Seller performs commissioning, inspection, repair, servicing, or any other interference with the Goods.
9. The warranty shall not cover defects arising from causes specified in the warranty card, including those listed in the warranty card issued by the Buyer to the end user of the Goods.
10. Upon request from the Seller, the Buyer shall provide the Seller with access to the completed warranty card; failure to do so shall result in the loss of the Buyer's rights under the warranty granted by the Seller.
11. The Buyer shall ensure appropriate transport and storage conditions for the Goods, including transport to the end customer. Throughout the storage period, the Goods must be kept in a dry place, protected from adverse weather conditions, and at a temperature not lower than 5°C.
12. The Seller's liability toward the Buyer is limited exclusively to warranty obligations. To the extent permitted by law, all other liability is excluded. In particular, the Seller shall not be liable for: delays in delivery, service performance, or fulfillment of contractual obligations; loss of profit; contractual penalties; consequences of defects in the Goods or services, including malfunction or non-operation of the Goods; or any direct or indirect damages caused by the Goods or services to the Buyer or its contractors (including the end user of the Goods).
13. Subject to mandatory provisions of law, the Seller's liability arising from or related to the order/agreement, including liability under warranty or statutory warranty, is limited to the amount of the actual loss (damnum emergens) suffered by the Buyer as a result of non-performance or improper performance by the Seller, caused by the Seller's act or omission, and shall not exceed 100% of the value of the Goods. The Seller shall not be liable for the Buyer's lost profits (lucrum cessans).

XI. CONFIDENTIALITY

1. The Buyer undertakes to keep confidential all information obtained in connection with the performance of the agreement concluded with the Seller, in particular to refrain from using such information for its own purposes or for the benefit of third parties and from disclosing to third parties any information relating to the Seller, including commercial information, pricing structure, marketing and sales policies, discount policies, and any other information whose disclosure or use could in any way harm the Seller's interests ("**Confidential Information**"). Disclosure of the mere fact of concluding an agreement shall not constitute a breach of this provision.
2. Disclosure of Confidential Information, except where such disclosure is directly related to the performance of these GTCS, requires the Seller's prior express written consent.
3. In the event of the Buyer's breach of the provisions set out in Sections XI.1 and XI.2 of the GTCS, the Seller shall be entitled to a contractual penalty of PLN 10,000 (ten thousand zlotys) net for each instance of such breach, payable within the deadline indicated by the Seller. If the damage exceeds the amount of the contractual penalty, the Seller reserves the right to seek full compensation under general legal principles.

XII. PERSONAL DATA

1. The controller of the personal data provided by the Buyer is NM FIRE Poland Civil Partnership, with its registered office in Warsaw at ul. Żupnicza 26/80 (within the meaning of 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, hereinafter "GDPR").
2. In matters related to the protection of personal data, the data subject may contact the controller via e-mail at: biuro@nmfire.pl or in writing to the controller's registered office address.
3. The personal data provided by the Buyer shall be processed for the following purposes:
   a) performance of the sales agreement concluded between the Seller and the Buyer (where the personal data belong directly to the Buyer, the legal basis is

Article 6(1)(b) GDPR; where the data belong to the Buyer's representatives, the legal basis is Article 6(1)(f) GDPR — the legitimate interest of the Seller as the data controller being the proper performance of the contract with the Buyer);

b) fulfillment of legal obligations, in particular the obligation to maintain financial records (Article 6(1)(c) GDPR);

c) establishment, exercise, or defense of legal claims related to activities performed under the agreement concluded with the Buyer (Article 6(1)(f) GDPR — the legitimate interest of the Seller being the ability to pursue or defend claims);

d) transmission of information promoting the Seller's business activities using e-mail and telephone, if the data subject has given voluntary consent (Article 6(1)(a) GDPR), and without using such means of electronic communication (Article 6(1)(f) GDPR — the legitimate interest of the Seller being the conduct of marketing activities promoting its business).

4. The personal data provided by the Buyer shall be disclosed only to entities cooperating with the Seller for the purpose of performing the agreement concluded with the Buyer, including providers of IT systems and IT services, logistics, accounting, legal, and marketing service providers. These entities process data based on contracts with the Seller and only in accordance with its instructions. In relevant cases, data may also be transferred to authorities authorized to receive personal data under the law.
5. The personal data provided by the Buyer shall be processed, depending on the purpose and legal basis of processing, until:
   a) termination of the agreement concluded between the Seller and the Buyer;
   b) expiry of the data retention obligation arising from applicable laws, in particular accounting record retention obligations;
   c) expiry of claims related to the performance of the agreement between the Seller and the Buyer;
   d) withdrawal of consent to marketing activities using e-mail and telephone;
   e) submission of an objection to processing based on the legitimate interest of the Seller as data controller, i.e. marketing activities without the use of e-mail or telephone.
6. In connection with the processing of personal data, the data subject has the following rights: the right of access to their data, the right to rectification, erasure, restriction of processing, data portability, and the right to object. Where the processing is based on consent, the data subject has the right to withdraw consent at any time without affecting the lawfulness of processing carried out prior to withdrawal. Requests to exercise these rights may be submitted via e-mail to biuro@nmfire.pl or by post to the Seller's registered office address.
7. The data subject has the right to lodge a complaint with the President of the Personal Data Protection Office (UODO) if they believe that the processing of their personal data violates GDPR provisions.
8. As a rule, personal data shall not be transferred outside the European Economic Area (EEA). However, due to the involvement of the Seller's subcontractors in providing IT and telecommunication support services, the Seller may entrust certain tasks to recognized subcontractors operating outside the EEA, which may involve transferring data outside the EEA. According to the decisions of the European Commission, recipient countries outside the EEA ensure an adequate level of data protection consistent with EEA standards. For recipients in countries not covered by such decisions, the Seller (or the data processor acting on its behalf) shall ensure appropriate safeguards by concluding data transfer agreements based on the Standard Contractual Clauses adopted by the European Commission pursuant to Article 46(2)(c) GDPR. More information, including copies of these safeguards, may be obtained by contacting the Seller (see contact details in point 1 above).
9. The provision of personal data is voluntary; however, failure to provide such data will make it impossible to perform the agreement or to receive marketing information from the Seller.
10. If the Buyer provides the Seller with personal data of its employees or associates, the Buyer undertakes, before such disclosure, to fulfill on behalf of the Seller the information obligation referred to in Article 14 of the GDPR. Information on the principles of processing such personal data by the Seller is included in Section XI of these GTCS.

XIII. FINAL PROVISIONS

1. In matters not regulated by these GTCS, the relevant provisions of Polish law and the agreement concluded between the Buyer and the Seller shall apply. The order, agreement, and GTCS shall be governed by and interpreted in accordance with the law of the country where the Seller has its registered office.
2. The Buyer and the Seller may, by concluding a written agreement, regulate the rules of cooperation for a specific order in a manner different from that set out in these GTCS.
3. The Parties recognize e-mail communication sent to the addresses provided in writing as a binding form of contact (unless otherwise agreed in the contract). The Parties undertake to promptly inform each other of any changes to their e-mail addresses.
4. The Parties agree that statements, requests, notifications, and information delivered by e-mail shall be deemed received on the day a delivery confirmation message is received from the recipient's designated e-mail address, confirming that the message has been displayed on the

recipient's computer. The Buyer and the Seller mutually undertake to respond to a request for confirmation of receipt within seven (7) days of the e-mail being displayed. If no confirmation is received, the sender shall contact the recipient by telephone using the number provided to clarify the lack of confirmation. If telephone contact cannot be established despite two attempts, an electronic statement shall be deemed effectively delivered on the next business day following the date of sending.

5. If the Buyer refuses to accept a letter or fails to collect a postal item that has been duly notified for collection, such correspondence shall be deemed delivered on the day of refusal to accept it or on the day following the expiry of the notification period.
6. The Seller reserves the right to amend these GTCS. Amendments shall take effect seven (7) calendar days after being delivered to the Buyer in a manner customarily used between the Parties or generally accepted in professional electronic communication within the Republic of Poland, enabling the Buyer to become acquainted with them, in particular by publication on the website www.nmfire.pl
7. Before placing the first order, the Buyer shall provide the Seller with copies of registration documents confirming its status as an entrepreneur or other entity conducting business activity, demonstrating its capacity to enter into agreements with the Seller (a self-obtained extract from the Central Register and Information on Economic Activity (CEIDG) or the National Court Register (KRS), a tax identification number (NIP) certificate, a statistical number (REGON) document, and, if the authority to represent the Buyer does not result from these documents, a document confirming the authorization of the person submitting the order to represent the Buyer, incur obligations on its behalf, and collect the Goods).
8. Any disputes arising from orders or agreements concluded under these GTCS shall be submitted to the competent common court having jurisdiction over the Seller's registered office. The Seller reserves the right to bring an action against the Buyer before the court having jurisdiction over the Buyer's registered office.
9. The Buyer shall not have the right to assign its rights or obligations under the Agreement to any third party without the Seller's prior written consent.
10. To the extent permitted by law, all warranties and representations regarding the quality of the Goods are hereby excluded unless expressly agreed upon in writing with the Seller.
11. These GTCS shall enter into force upon their signing by the Seller. All previous general terms and conditions of sale issued by the Seller and binding upon the Buyer shall become null and void. These GTCS apply to all agreements concluded by the Seller.

These General Terms and Conditions of Sale shall take effect on 1st October, 2025.

NMFIRE POLAND