

HELUKABEL General Terms of Sale

General provisions

1. The General Terms of Sale specify the principles of concluding sales agreements for goods offered by HELUKABEL Polska Sp. z o.o. hereinafter referred to as HELUKABEL. Deliveries of goods shall be made exclusively on the basis of the following General Terms of Sale which shall apply to all future deliveries, even if they were not expressly invoked in individual cases.
2. HELUKABEL POLSKA Sp. z o.o. represents that it has the status of a large entrepreneur, pursuant to Article 4 point 6 of the Act of March 8, 2013 on payment terms in commercial transactions (consolidated text of December 13, 2018, Journal of Laws of 2019, item 118).
3. Terms used in these general terms shall have the following meaning:
Seller – HELUKABEL
Buyer – an entity that is the other party to the sales agreement (HELUKABEL's counterparty);
Parties – the Seller and the Buyer;
General Terms of Sale or **GTS** for short – these "General terms of sales agreements performed by HELUKABEL";
Goods – commercial goods sold by HELUKABEL under an agreement with a counterparty.
Service – services provided to the Buyer through HELUKABEL
4. The GTS are an integral part of sales agreements for goods and services concluded between the Seller and the Buyers. Modification or exclusion of individual provisions of the GTS may take place only with the prior written consent of the Seller under pain of nullity.
5. In case of discrepancies between these GTS and the agreement binding upon the Parties, the provisions of the agreement shall apply.
6. If the Buyer has its draft agreement, the provisions contained therein shall apply only insofar as they do not contradict these GTS, otherwise their application is excluded.
7. The General Terms of Sale are provided for the Buyer's information and acceptance on the Seller's website: www.helukabel.pl in a form that allows them to be downloaded and displayed by the Buyer.
8. If the Buyer is in permanent business relations with the Seller, a single acceptance by the Buyer of the General Terms of Sale shall be deemed to be their acceptance for all other orders and sales agreements concluded between the Parties, until the content of the GTS is changed or their application is revoked.
9. These GTS shall apply to all sales agreements for goods and services concluded from April 1, 2022.

Industrial property right and copyright

1. We reserve the ownership rights, copyrights and patent and utility model rights to figures, drawings, calculations, technical calculations, opinion papers and other documents provided or made available to the Buyer at the conclusion of the agreement. They are intended only for the purposes of the offer and may not be reproduced or provided to third parties, either in whole or in part, without the prior express and written consent of HELUKABEL
2. All technical documentation and catalogs, prospectuses, certificates, samples, brochures, price lists, etc. are the property of HELUKABEL, and as such are subject to the applicable laws regarding their

reproduction, dissemination, imitation, copying, prohibition of unfair competition, etc.

Payment terms

1. Payment for goods received should be made without deductions immediately upon receipt of an invoice or according to the agreed payment terms.
2. In the offer, order confirmation, delivery note, etc. HELUKABEL shall specify the payment date. In each case the date is specified in days and is counted from the date of the invoice.
3. In the case of deliveries on the basis of down payment – the delivery date shall be counted from the day the funds are credited to HELUKABEL's account
4. The date of performance by the Buyer shall be the date the amount due is credited to HELUKABEL's account
5. HELUKABEL shall have the right to credit any payment made by the Buyer on any invoice first against the statutory interest for late payment, and then against the amounts which are most due and payable. Also, HELUKABEL reserves the right to set off against other receivables and liabilities in accordance with the provisions of the Civil Code.
6. If the Buyer is delayed in paying the price for the goods, HELUKABEL may demand interest for the duration of the delay, which shall not exceed twice the amount of statutory interest (maximum interest) per annum.
7. The filing of a complaint shall not entitle the Buyer to withhold a payment for the goods or for part of them.

Ownership right of goods

1. The Seller reserves that the ownership right of the sold goods shall pass to the Buyer only upon payment of the total price to the Seller.
2. The Buyer becomes an owner of the goods at the time of full payment for these goods, by dates specified by HELUKABEL (reservation of ownership of the sold item – Article 589 of the Civil Code).
3. If the Buyer fails to make the payment by the specified date, HELUKABEL shall have the right to require the Buyer to return the goods for which the price has not been paid.
4. HELUKABEL may also claim compensation if the goods have been used up or damaged, in particular if the value of the goods taken back by HELUKABEL is less than the price the Buyer is obliged to pay for the goods received.
5. The risk of loss of or damage to the goods shall pass from the Seller to the Buyer upon delivery of the goods, and in the case of entrusting the goods to a carrier upon delivery of the goods to the carrier, regardless of who bears the transportation costs.

Delivery terms

1. Information, price lists and other advertising and commercial materials addressed to an unspecified recipient shall not constitute an offer, but only an invitation to negotiate.
2. A letter addressed to an individual recipient, indicating the quantity of goods that HELUKABEL can deliver under a given agreement, the delivery date and place of delivery, is an offer and expresses the will to conclude the agreement with the addressee of the offer. The binding period of the offer is specified in the content of the offer. The offer can only be accepted without reservations, the agreement is concluded upon receipt of the order, before the expiration of the offer binding period. Failure to submit the order within the aforementioned period shall result in the expiration of the offer. The agreement shall include only the arrangements made in writing. The correctness of the performance provided by HELUKABEL can be assessed only on the basis of the content of the parties' written arrangements.

3. The delivery date and price indicated in each HELUKABEL's offer are estimates and as far as these elements are concerned such information shall always not constitute a binding offer, but only commercial information. The reservation of the delivery date and price as estimated parameters is due to the nature of the Goods in HELUKABEL's commercial offer; their price is variable depending on the price of the raw material, and the delivery date depends on the availability of the raw material.
4. Goods purchased by the Buyer shall be delivered according to its order. Confirmation of order acceptance shall be sent at the request of the Buyer.
5. The order should be submitted in writing and specify the exact name and address of the Buyer, together with data enabling the Supplier to correctly issue a sales invoice, including in particular the tax identification number and assortment, the quantity of the ordered goods, the date and place of delivery, the form and date of payment agreed with HELUKABEL, and should be stamped with a company stamp and signed by a person authorized to submit orders on behalf of the Buyer.
6. HELUKABEL shall not be liable for errors in orders and shall have the right to charge the Buyer with production and transportation costs arising from such an error.
7. HELUKABEL reserves the possibility of partial deliveries and deliveries of (+/-) 5% more or less than the ordered quantities, if this is due to the production and packaging process. **In particular, this applies to any uninsulated copper wires for which the unit of sale is dag and the delivery tolerance can be up to +10%.** If a higher tolerance is assumed for specific goods, the deviation within these limits shall be considered to be in accordance with the agreement. Quantitative deviations shall be appropriately reflected in delivery documents and sales invoices.
8. Delivery dates shall be met by HELUKABEL to the extent possible, and the indication of the delivery date in the order confirmation is for information purposes only – an estimate.
9. HELUKABEL may accept the order in whole or in part. In the order confirmation (sent at the Buyer's request) HELUKABEL shall state the quantity and type of goods subject to sale, their price and value, and confirm the date of shipment of the goods.
10. HELUKABEL shall not be bound by the delivery date. The recipient is obliged to accept the goods on the agreed date when the delivery date is reached by HELUKABEL or on any other date indicated by HELUKABEL. If HELUKABEL is not able to deliver the Goods within more than 60 days from the date indicated in the order confirmation, the Buyer may withdraw from the order, the notice of withdrawal from the order should be submitted by the Buyer within 7 days from the expiration of the delivery date indicated in the order confirmation or within 7 days from the receipt of information about the new delivery date exceeding 60 days from the delivery date indicated in the order confirmation.
11. HELUKABEL reserves the right to withdraw from the order accepted for performance at any stage of its performance until the Goods are received by the Customer and no later than 12 months from the expiration of the delivery date indicated in the order. The Buyer shall not have the right to any claims against HELUKABEL due to withdrawal from the order.
12. Unless otherwise agreed by the parties, delivery of goods shall be at the expense of the Buyer in accordance with mutually agreed shipping terms. Unless the goods shipping terms have been agreed, the Seller shall, at its option, have the goods transported by a professional entity to the place indicated by the Buyer.
13. All costs of additional services related to the handling of the order and, in particular: cutting a cable section with a length of less than 100 m or a cable weighing more than 1500 kg/km, the cost of transporting shipments of a certain value, packaging of products are highlighted in the offer and in the order confirmation document.
14. Cancellation of a placed order or return of intact goods in original packaging, delivered in accordance with the Buyer's order, shall require a written consent (e.g. in the form of an e-mail) of the Seller and may involve additional cancellation or return costs in the amount of 40% to 60% of the value of the goods which the Buyer decides not to accept or the value of the returned goods.
15. The Seller shall not be liable for loss, alteration of or damage to the goods caused during transportation. The

damage to the goods shall not relieve the Buyer of its obligation to pay for the goods and shall not entitle the Buyer to demand delivery of defect-free goods or to demand payment.

Acceptance of goods and their characteristics

1. The Buyer undertakes to examine the goods very carefully at the time of acceptance in terms of quantity, compliance with the technical specifications set forth in the submitted order and catalog cards of goods available on the Supplier's website, and for any visible defects. The attached documentation shall also be checked. Signing of the acceptance document/shipment documents shall be tantamount to a statement that the indicated parameters comply with the order and that there are no defects that could be detected by careful examination of the goods during acceptance.
2. The parties agree that the cost of loading the goods for transportation shall be borne by the Seller, and the cost of unloading shall be borne by the Buyer, regardless of who bears the transportation cost.
3. HELUKABEL shall have the right to charge the Buyer with transportation costs if an incorrect delivery address is given in the order, which makes it necessary to transport the goods to another place.
4. If HELUKABEL's inability to deliver is due to force majeure, the Buyer shall not have the right to any claims for redressing damage resulting from non-performance or untimely performance of the agreement. HELUKABEL is obliged to immediately inform the Buyer about the events that caused the inability to deliver. The events referred to as force majeure include, but are not limited to, disruptions in the operation of the plant not attributable to HELUKABEL, restrictions caused by a natural disaster (flood, fire, earthquake, etc.), the occurrence of war, riots, strikes, explosions, ordinances or regulations regardless of their legal effectiveness, national defense requirements, extraordinary emergency, inability to obtain supplies of energy, raw materials, labor, equipment, means of transportation or other unforeseen events that HELUKABEL could not prevent, despite exercising due diligence.
5. In the event of failure to meet payment dates, failure to pay interest for late payments, exceeding the credit framework established by HELUKABEL, or HELUKABEL's finding of any default on the part of the Buyer, the performance of subsequent orders shall be suspended until the payment of the arrears is made. In any situation when, according to HELUKABEL, the Buyer's solvency is at risk, HELUKABEL may require a down payment for the ordered Goods.
6. The goods shall be released upon unloading; by signing the consignment notes, delivery documents, the Buyer confirms the conformity of the delivery with the consignment note.
7. HELUKABEL represents that all products approved for sale are manufactured in accordance with standards, have the necessary approval documents and certificates.
8. Any attestations, approvals, certificates of conformity or other documents provided by the Seller together with the goods, indicating the quality of the goods, their parameters and technical characteristics, shall not constitute confirmation by the Seller of the data contained in them, they are in each case only information of the Seller that the goods, in accordance with the manufacturer's statement, have been made in accordance with the criteria indicated in the documents.
9. HELUKABEL shall be liable towards the Buyer if the goods did not meet the standards referred to above at the time of release.
10. In the event that the Buyer delays in acceptance of the ordered Goods for at least 14 days when the Goods were supposed to be accepted in person or refuses to accept them at the place of delivery, HELUKABEL shall have the right to charge the Buyer with the costs of storage of the unaccepted Goods in the amount of PLN 500 (five hundred zlotys) for each square meter of the area of the Goods for each day of storage.

Complaints and liability for defects

1. HELUKABEL grants a quality guarantee for the goods for a period of 12 months from the date of purchase.
2. All complaints must be reported to HELUKABEL in writing immediately upon detection of defects or nonconformity of goods.
3. In the case of quantity complaints, the complaint should be made:
 - for complaints arising from incorrect loading of goods – no later than on the day following the unloading of the goods;
 - for complaints arising from damage caused during transportation – no later than on the day of unloading of the goods.
4. A prerequisite for the recognition of a complaint shall be a protocol drawn up with the participation of the carrier.
5. In the case of quantity complaints, it is necessary for the Buyer to add a note on the consignment note regarding the type of damage to the purchased goods (statement of shortage or damage). The note on the consignment note must be signed by the driver who made the delivery.
6. If the goods have been released in bulk packaging, defects in the goods or quantity shortages must be reported no later than 5 days after the Goods have been released to the Buyer).
7. Quality complaints should be reported within 7 days from the date of detection of the defect, but no later than within 1 year from the date of release of the goods, attaching a sample of the goods covered by the complaint. When considering complaints, their validity shall be assessed taking into account the applicable technical standards.
8. If the complaint is found to be justified, HELUKABEL may, at its discretion, either replace the goods with new, defect-free goods or refund the price accordingly. Settlement of the complaint as described above shall exhaust all Buyer's claims for defects, shortages or other nonconformities of the goods covered by the complaint.
9. Until the final consideration of the complaint, the Buyer is obliged to store the goods covered by the complaint in a proper manner, preventing any damage or shortages.
10. In each case of a complaint, the basis for its consideration by HELUKABEL shall be the preparation of a complaint protocol and photo documentation immediately after the Buyer submits the complaint.
11. Failure by the Buyer to comply with the aforementioned deadlines or terms of the complaint shall result in the loss of rights under the guarantee granted.
12. HELUKABEL shall not be liable for damage caused during the unloading of goods.
13. HELUKABEL shall not be liable for damage caused by improper use or storage of the goods by the Buyer, or for third-party workmanship and design errors. In particular, the Buyer shall not have the right to a complaint in situations where:
 - the Buyer or a third party used the goods contrary to their technical parameters of which the Buyer was informed by HELUKABEL;
 - the Buyer or a third party made changes to the goods on its own.
14. HELUKABEL shall have the right to withhold the performance of the Buyer's claims under the complaint until the Buyer has paid all outstanding amounts due.
15. In cases of unjustified complaints, HELUKABEL shall have the right to charge the Buyer with all costs of the complaint procedure, including the costs of: expert opinions and organization of additional transport.
16. HELUKABEL's liability under warranty shall be excluded pursuant to Article 558 § 1 of the Civil Code.

Force majeure

1. In the event of any circumstances that could not be foreseen at the time of the conclusion of the agreement, HELUKABEL shall be relieved of its obligations under the agreement and these General Terms for the duration of such circumstances.
2. HELUKABEL shall immediately inform the Buyer of the occurrence of the circumstances specified in section 1.

Liability

Whenever HELUKABEL's liability for damages against the Buyer in connection with the performance of a given order arises, such liability shall be limited to the actual loss, except that it may not exceed the amount constituting 10% of the value of HELUKABEL's remuneration for the Goods covered by the order giving rise to the Seller's liability.

Final provisions

1. For the avoidance of doubt, it is agreed that no provision of the GTS shall apply to the Buyer who is a consumer within the meaning of the Civil Code.
2. These GTS and all agreements concluded on their basis are subject to Polish law, both substantive and procedural law.
3. Titles of individual points of these General Terms of Sale have been introduced only for ease of use and have no legal significance, and therefore the text of the General Terms of Sale cannot be interpreted on their basis.
4. To matters relating to HELUKABEL's liability for defects in the goods sold, the provisions of the Civil Code on warranty for physical and legal defects shall apply accordingly, taking into account the above points.
5. To matters not governed by these GTS, the relevant provisions of the Civil Code shall apply.
6. Whenever any amounts of fees, values, costs and other are referred to in the General Terms of Sale they shall always mean net values to which VAT will be added at the appropriate rate on the date of issuance of the accounting document.
7. If some provisions of the GTS are invalid due to the introduction of different statutory regulations, the remaining provisions shall remain valid.
8. During the term of the contractual relationship, the Buyer undertakes to immediately inform HELUKABEL of any change regarding the Buyer's address or registered office, as well as of receipt of a bankruptcy petition of the Buyer.
9. HELUKABEL shall have the right to amend or supplement these GTS at any time. Current HELUKABEL GTS are published on the website www.helukabel.pl Amendments shall become effective on the date of publication on the website and shall be valid in all agreements concluded after the date of publication.
10. HELUKABEL and the Buyer shall seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these terms. In the event that an amicable settlement of an issue is not possible, only the court with jurisdiction over the HELUKABEL's registered office shall have jurisdiction to resolve the dispute.

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