

GENERAL TERMS OF SALE

Effective as of 20 August 2024

§ 1 GENERAL PROVISIONS

1. The goal of the General Terms of Sale (hereinafter referred to as: "**GTS**") is to define the rules governing the sale of products and the provision of services between STALMA S.A. (hereinafter referred to as: "**STALMA**") and the Client (hereinafter referred to as: "**Client**") – together referred to as Parties.
2. GTS constitute an integral part of all sales and service provision agreements concluded with STALMA.
3. By placing an Order, the Client confirms that they accept the GTS in force on the date of placing the Order. Acceptance of the GTS by the Client for one Order is considered their acceptance for all subsequent Orders. Failure to accept the current GTS prevents the Client from placing an Order. GTS may be subject to changes, in accordance with § 12.
4. STALMA does not accept any of the Client's contract templates, including those pursuant to Articles 384 and 384¹ of the Civil Code.
5. Any change to the provisions of these GTS in relation to a specific Executory Contract or Executory Contracts, or the Client, is possible only as a result of individual arrangements between STALMA and the Client, confirmed in documentary form.
6. STALMA publishes the current GTS on the website: www.stalma.com.pl.
7. These GTS apply only to relations with Clients who are entrepreneurs within the meaning of Article 43¹ of the Civil Code.

§ 2 HANDOUTS

1. STALMA catalogues, brochures, information prospectuses, advertisements and announcements are for information purposes only and do not constitute an offer within the meaning of the provisions of the Civil Code.
2. Commercial proposals submitted by STALMA are non-binding and constitute an invitation to place an Order by the Client, which then requires acceptance and confirmation each time, in the manner described in § 3.

§ 3 ORDERS

1. Client places an order (hereinafter: "**Order**") in writing, in the form of an e-mail, by phone or in person, indicating:
 - a) the EN- ..., PN-... standard (material designation, chemical composition, other requirements, etc.);
 - b) technical conditions:
 - o product – designation, dimension, tolerance, accuracy class, surface treatment, packaging, length and length tolerance, etc. In the absence of

specific requirements, the Order will be accepted in STALMA's technical conditions for a given type of product, which are available at: <https://stalma.com.pl/en/offer/technical-conditions/>, and the parameters will be provided to the Client in the Order Confirmation;

- o services on entrusted material – are each time agreed on in the commercial proposal. The condition of the entrusted material must enable obtaining the agreed technical parameters of the product (certificate 3.1 is required before presenting the commercial proposal). STALMA reserves the right to refuse to perform the service in the event of non-compliance of the entrusted material with the arrangements and the provided certificate 3.1;
 - c) quality specification;
 - d) proposed completion date;
 - e) name and address of the Client;
 - f) price according to the commercial proposal;
 - g) method of delivery and delivery address;
 - h) acceptance of GTS.
2. Client's Order constitutes an offer for STALMA, valid for 14 days from the date of its receipt. STALMA has the right not to accept the Client's Order, including proposing new terms for Order fulfilment to the Client.
 3. STALMA confirms the acceptance of the Order by providing the Client with a confirmation of the Order (hereinafter referred to as the "**Order Confirmation**"). The immediate fulfilment of the Order or VAT invoice issuance to the Client is also considered to be the Order Confirmation by STALMA, with the content consistent with the content of the Order. This applies to a situation when the Client requested immediate fulfilment of the Order or immediate VAT invoice issuance. The Order Confirmation is equivalent to the conclusion of a sales or service provision agreement between the Parties, with the content resulting from the Order Confirmation and these GTS (hereinafter referred to as the "**Executory Contract**").
 4. If STALMA decides not to issue the Order Confirmation for the part of or the whole Order, STALMA will inform the Client of such decision within 5 working days (in the Client's country) from the moment of receiving the Order. In such a situation, to the extent that the Order has not been accepted, the Client may place a new Order.
 5. If STALMA sends the Client Order Confirmation containing modified terms of the Order, including elements not covered by the Order, such modified terms of the Order constitute an offer made by STALMA to the Client. If the Client does not reply to STALMA within 1 business day (in the Client's country), STALMA considers the modified terms proposed by STALMA in the Order Confirmation are accepted by the Client, which is equivalent to concluding an Executory Contract.
 6. STALMA undertakes to manufacture and deliver products or provide services in accordance with the Executory Contract. Due to the specific nature of the goods sold and services provided, the deadlines resulting from the Executory Contract are indicative only, and STALMA reserves the right to change the indicated deadlines, in each and every case, but not more than by 30 days.

7. The Client has the right to submit comments and request changes to the terms of the Order fulfilment resulting from the Executory Contract or to withdraw from the Executory Contract within 1 business day (in the Client's country) from the moment of receiving the Order Confirmation from STALMA. All such comments and requests submitted by the Client are considered to be a new Order, which requires confirmation and acceptance by STALMA in accordance with § 3. If no comments are submitted, or the Client does not withdraw from the Executory Contract in a set deadline, including if the Client stays silent, the Executory Contract details are passed on for execution, and a change in its provisions may only occur with the prior consent of STALMA, confirmed at least in documentary form.
8. If the Client requests to withdraw from the Executory Contract within the time limit specified in point 7, STALMA stops its fulfilment and the conditions presented to the Client cease to apply. The right to submit comments and request a change or withdrawal from the Executory Contract shall not apply in the event of immediate fulfilment of the Order or after VAT invoice issuance by STALMA.
9. Due to the specific nature of products and services offered by STALMA, the Parties allow a deviation from the quantities resulting from the Executory Contract by $\pm 10\%$.
10. STALMA reserves the right to withdraw from any Executory Contract without giving reasons, but no later than within 7 days from the date of conclusion of the Executory Contract.
11. The above procedure for placing Orders and concluding Executory Contracts is exhaustive in nature and Article 66¹ of the Civil Code, Article 68¹ of the Civil Code and Article 68² of the Civil Code do not apply to it.

§ 4 PRICE

1. Prices are set individually for each Executory Contract. The prices applicable to a given Executory Contract are the prices resulting from the Order Confirmation sent to the Client by STALMA. For Executory Contract with immediate delivery, the price indicated in the Order applies. If the Client requests an immediate issuance of a VAT invoice, the price indicated on the VAT invoice, resulting from the placed Order, applies.
2. Prices include only the elements indicated in the Order Confirmation. In particular, prices do not include VAT, customs duties, other public charges and any other fees or surcharges, unless they are expressly indicated in the Order Confirmation.
3. Despite sending out the Order Confirmation in accordance with the procedure indicated in § 3, STALMA reserves the right to unilaterally, proportionally change the price indicated in the Order Confirmation or withdraw from the Executory Contract if, after sending out the Order Confirmation, there has been a significant increase in the prices of materials constituting input for production or other materials or services necessary for production, of at least 3% of the total costs of such materials. STALMA will notify the Client of such a situation, presenting the new price. The Client is obliged to inform STALMA within 2 business days (in the Client's country) whether they accept the new price. If the Client does not accept the new price, STALMA has the right to withdraw from the Executory Contract. STALMA

may exercise its right to withdraw from the Executory Contract within 7 days from the date on which the Client informed STALMA that they do not accept the new price. The lack of response from the Client within the above mentioned period is equivalent to acceptance of the new Offer. In such a situation, STALMA will send the Client an Order Confirmation containing the new price. For the avoidance of doubt, § 3 point 5 and point 7 do not apply to such Order Confirmation.

§ 5 PAYMENT TERMS

1. Payment for products and services is made on the basis of an issued and delivered VAT invoice. The payment term resulting from the GTS or Order Confirmation, the method of payment and STALMA's bank account are specified on the VAT invoice.
2. In connection with the fulfilment of Executory Contracts, the following methods and standard payment terms apply:
 - a) prepayment by bank transfer to the account indicated by STALMA, based on a proforma invoice, within 7 days from the date of issue of the proforma invoice, or
 - b) payment by bank transfer to the account indicated by STALMA, within 30 days from the date of issue of the VAT invoice – only if the Client has a bank guarantee or after STALMA has insured the transaction, or
 - c) card payment upon personal collection of the goods, or
 - d) cash payment upon personal collection of the goods.
3. The Parties may agree on other payment terms, which will be indicated in the Order Confirmation. In such a case, the payment terms resulting from the Order Confirmation shall apply.
4. The Party making domestic payments shall bear all costs of banking operations. In the case of foreign payments, each Party shall bear the fees in its bank, in accordance with the so-called SHA cost instruction.
5. The day of payment is considered to be the day on which the total amount due was transferred to the STALMA bank account or – in the case of card payment – the moment of obtaining confirmation of the transaction from the payment terminal – or – in the case of cash payment – the moment of actual cash deposit into the STALMA cash desk.
6. If the Client fails to pay on time, STALMA has the right to:
 - a) demand the return of products or obtained benefits in accordance with § 6;
 - b) charge statutory interest for delay in commercial transactions;
 - c) demand immediate repayment of all (including undue) liabilities of the Client;
 - d) demand reimbursement of incurred legal, debt collection and other costs related to pursuing the claim;
 - e) suspend processing and accepting the Orders and the fulfilment of other Executory Contracts until the Client settles the overdue liabilities;
 - f) retain the materials provided by the Client until the payments related to the performance of services in relation to these materials are settled.

7. In the event that STALMA obtains information about the Client's insolvency or about other circumstances attributable to the Client that may reduce the Client's credibility or cause payment problems, in particular significant difficulties in maintaining financial liquidity, a drop in the financial rating, a deterioration in the financial condition assessment or a deterioration in the insurance rating, STALMA may demand immediate payment for the delivered products and services, regardless of the due date of the liability.
8. Regardless of the right indicated in point 7, STALMA may in any case, before concluding the Executory Contract, demand advance payment for products not yet received by the Client and services not yet performed, regardless of the payment terms referred to in point 2 and 3. The obligation to make advance payment will be indicated each time in the Order Confirmation. Paragraph 3 applies accordingly.
9. Point 7 applies accordingly if the Client has unpaid liabilities after their due date towards STALMA.

§ 6 RESERVATION OF TITLE

1. Delivered goods remain the property of STALMA until the Client pays the full price for the goods and services included in the Executory Contract.
2. Until the Client pays the full price for the goods and services included in the Executory Contract, the Client is obliged to take due care of the goods received.
3. Client is entitled to sell goods subject to the reservation of title only within the scope of their regular business activity. Goods subject to the reservation of title may not be subject to any encumbrances in favour of third parties, in particular the subject of a lien.
4. In the event of the sale of goods subject to the reservation of title, STALMA may demand the release of all benefits obtained by the Client, in order to satisfy its claims for payment of the full price, together with interest for delay and other costs related to the pursuit of due claims.
5. In the event of the combination of goods subject to the reservation of title with other goods, STALMA acquires an ownership share in the newly created goods, proportionately to the value of the incorporated goods subject to the reservation of title.
6. Client is obliged to inform each subsequent purchaser that the goods are subject to the reservation of title in favour of STALMA.
7. In the event of a delay in payment of the due price, STALMA has the right to withdraw from the Executory Contract and to demand immediate return of the goods. STALMA may exercise the right to withdraw from the Executory Contract within 60 days from the date the price becomes due. Before exercising the right to withdraw from the Executory Contract, STALMA will give the Client an additional, at least 7-day long term for payment of the due price, with the proviso that if no payment is received until expiry of this deadline, it will withdraw from the Executory Contract.

8. If STALMA exercises its right to withdraw from the Executory Contract, the Client is obliged to immediately inform STALMA about the location of the goods and to enable STALMA to collect them immediately.
9. STALMA may, at its own discretion, demand the return of the goods subject to the reservation of title or claim payment of the price due together with the applicable statutory interest for delay in commercial transactions.

§ 7 DELIVERY AND COLLECTION

1. Depending on the method of Executory Contract fulfilment indicated in the Order Confirmation, the goods are either collected by the Client or delivered to the address indicated by the Client by a transport company selected by STALMA.
2. The Client is obliged to collect the goods in the place and at the time indicated by STALMA, after the Client is notified of the place and time of collection of the goods. Extension of the collection date is only possible with the prior consent from STALMA expressed at least in documentary form, at the Client's request. If the Client fails to collect the goods in the place and at the time indicated by STALMA, the goods will be stored by STALMA at the Client's expense. If STALMA does not consent to extend the collection date and there is a delay on the Client's side, STALMA has the right to issue a VAT invoice and charge an additional fee for storing the products or entrusted materials, subject to other rights of STALMA. This fee is 1% of the value of the goods or 3% of the value of the services performed, for each day of storage. STALMA is entitled to commission a third party to store the goods or entrusted materials not collected by the Client on time at the Client's expense and risk.
3. The Parties may agree on other rules for the delivery of the goods covered by the Executory Contract, which will be indicated in the Order Confirmation, in particular within the scope of INCOTERMS rules. In such a situation, only to the extent not regulated in these GTS, the rules for the delivery of goods resulting from the Order Confirmation shall apply. Regardless of the choice of the rules for the delivery of goods, § 6 shall apply to unpaid Executory Contracts.
4. All deliveries are packed, marked, prepared for shipment and provided with a complete set of required shipping documents, in accordance with the arrangements between STALMA and the Client, as described in the Order Confirmation.
5. STALMA undertakes to complete all formalities on their side and attach all necessary documents to the delivery. The Client undertakes to complete all formalities on their side and obtain all necessary documents in order to accept the delivery. Documents may be sent together with the delivery, electronically or by traditional mail.
6. Delivery document for one freight may contain goods covered by different Executory Contracts.
7. Client is obliged to provide the possibility of unloading the goods from a truck with dimensions of at least 16.5 [running meters] x 2.55 [running meters] x 4 [running meters] in the place of delivery of the goods, as well as a person who will unload the goods. The unloading of the goods takes place at the Client's own expense and risk. If the Client does not provide the transport company with conditions enabling

the unloading of the goods, including the lack of a person responsible for unloading the goods, or does not collect the goods, the re-delivery of the goods will take place in full at the Client's expense, and in addition STALMA will charge the Client an additional fee for storing the goods as indicated in point 2.

8. Goods are deemed to have been effectively delivered at the moment the Client is allowed to unload the goods or collect them in person. At that moment, all benefits and risks related to the goods are also transferred to the Client, including the risk of accidental damage or loss of these goods. Ownership of the goods is transferred to the Client at the moment of signing the goods delivery document, provided that the Client has paid the full price for the delivered goods by that time. Otherwise, § 6 shall apply.
9. An authorized employee of the Client, who collects the products and entrusted materials after the service has been provided, after they are delivered by STALMA, is obliged to check the compliance of the documents with the contents of the shipment in a customary manner. In particular, the Client should check shipment's external packaging and other security measures, as well as the compliance of the quantity and type of products and materials entrusted after the service has been provided with the Order Confirmation. Any remarks regarding the delivered goods, which can be identified during unloading, such as shortages in the quantity or type of goods, should be included in the CMR document, and should describe the identified irregularities in a clear and exhaustive manner. An entry in the CMR document is not equivalent to a complaint notification – but is required for its submission in accordance with § 8.
10. In the case of intra-community deliveries, the Client is obliged to immediately confirm receipt in writing for each delivery and provide STALMA with documents confirming the intra-community delivery – a copy of the CMR or packing list with the Client's signature.
11. The above documents must be delivered to STALMA by the 15th day of the month following the month of delivery. In the absence of the above documents, STALMA has the right to charge the Client using the VAT rate currently applicable in domestic trade by issuing a correction invoice.
12. Regardless of § 3 point 6, in the event that STALMA – for reasons beyond their control – does not receive deliveries from suppliers or deliveries are delayed or incorrect or when circumstances of force majeure occur (in accordance with § 9), STALMA undertakes to immediately notify the Client of the delay in the fulfilment of the Executory Contract and the new estimated delivery date. In such a case, STALMA has the right to delay the delivery or withdraw from the unfulfilled part of the Executory Contract without consequences, including without the obligation to pay compensation or reimburse costs. STALMA may exercise this right within 90 days from the date on which, according to the Order Confirmation, the delivery to the Client was to take place.
13. If the delay in the fulfilment of the Executory Contract for the reasons indicated in point 12 exceeds 3 months, the Client has the right to withdraw from the unfulfilled part of the Executory Contract, after notifying STALMA in writing and giving an additional, at least 2-week long term for the fulfilment of the Executory Contract,

with the proviso that if the Executory Contract is not fulfilled until expiry of this deadline, the Client will withdraw from the Executory Contract.

§ 8 COMPLAINTS

1. Regardless of the obligation specified in § 7 point 9, the Client is obliged to report to STALMA any remarks and complaints regarding the condition of the goods in accordance with this § 8.
2. The complaint must include:
 - a) Order number;
 - b) STALMA's label from the bundle to which the non-conformity applies;
 - c) material certificate with a marking indicating the product or bundle to which the non-conformity applies;
 - d) detailed description of the non-conformity or a measurement card, if required;
 - e) photographic evidence of the non-conformity, and
 - f) number or name of the shipment, unless the Order was collected in person.
3. The Client is obliged to report quantity complaints immediately after finding any discrepancies during receipt of the goods or unloading at the Client's premises, but no later than within 1 day from the date of delivery.
4. STALMA will refrain from considering a quantity complaint and will reject it as unfounded if the packaging – tapes fastening the product in a bundle – have been damaged.
5. The Client is obliged to report quality complaints within the following deadlines, depending on the subject of the complaint:
 - a) non-compliant steel type, chemical composition, mechanical properties and hidden defects of the product inside the material – immediately after their detection, but no later than 12 months from the date of delivery;
 - b) surface damages caused by the production process at STALMA – immediately after the detection of non-compliance during receipt of the goods or unloading, but no later than 1 day from the date of delivery;
 - c) defects caused by corrosion, existing on the delivery date – immediately after the detection of non-compliance during receipt of the goods or unloading, but no later than 1 day from the date of delivery;
 - d) damages caused during transportation (uncontrolled movement of material) – immediately after the detection of non-compliance, before unloading at the Client's, but no later than 1 day from the date of delivery. Client should provide photographic documentation confirming the damage, made before unloading the goods, in the vehicle carrying the goods from STALMA together with other required documents – otherwise STALMA may not accept the complaint for consideration. This provision does not apply to personal collection by the Client.
6. STALMA may refrain from considering quality complaints regarding products or materials entrusted after the service has been provided if quality identification is impossible, in particular due to the removal of markings, the degree to which material was already processed by the Client or improper storage of materials at the Client's premises, and refuse to accept such complaints.

7. STALMA may refrain from considering complaints related to surface defects if the Client placed the Order without NDT control, and refuse to accept such complaints.
8. Complaints will be considered immediately after receiving the notification, based on the submitted complaint protocol. If the complaint is accepted, the defective goods will be accepted by STALMA, and STALMA will issue a correction invoice and settle the paid price for the goods or services that are the subject of the accepted complaint with the Client. The condition for accepting defective goods is their appropriate packaging and securing for the time of transport.
9. The Parties may agree on another method of resolving the complaint, in particular an exchange of the goods for defect-free goods or delivering other goods for an additional fee or a partial refund of the original price.
10. Products with defects that could not be detected within the timeframes specified in points 3 and 5 above, and which are revealed during further production processes at the Client's or their customer's (hidden defects), must be immediately withdrawn from the production process and STALMA has to be simultaneously, immediately notified – no later than 3 days after finding out. Failure by the Client to fulfil the above obligations results in the loss of all claims for hidden defects, unless STALMA was aware of the defect at the time of delivery.
11. In the event of delivery of products with hidden defects, STALMA's liability is limited to replacing the non-compliant product with a defect-free product. In particular, STALMA is not liable for any additional costs related to processing the product with a hidden defect.
12. By submitting a complaint, the Client consents to an inspection and sample analysis by STALMA or representatives indicated by STALMA.
13. Failure to complete and send the required documentation, failure to meet the deadlines or any other failure to comply with the above-described obligations may result in STALMA refraining from considering the complaint and refusing to accept it.
14. This § 8 fully regulates STALMA's liability for defects in the delivered goods. STALMA's liability under warranty and guarantee is excluded.
15. The Parties exclude the application of Article 543¹ § 2 and Article 610 of the Civil Code to these GTS and Executory Contracts.
16. The provisions of this § 8 shall apply accordingly to services performed on the Client's entrusted material.

§ 9 RESPONSIBILITY

1. STALMA is responsible for the proper fulfilment of the Executory Contract.
2. If the Executory Contract cannot be fulfilled due to reasons attributable to the Client, STALMA has the right to claim compensation for the damage incurred, up to a maximum amount of 100% of the price of the unexecuted part of the Executory Contract indicated in the Order Confirmation.
3. The total aggregate liability of STALMA in connection with the fulfilment of a given Executory Contract, regardless of the legal title, is limited to 100% of the price received from the Client under a given Executory Contract. STALMA's liability for lost profits is excluded.

4. Neither Party shall be liable for any breach of these GTS or the Executory Contract, provided that such breach is caused by force majeure, understood as sudden events that are difficult to predict and which the Party could not prevent in the course of normal business activities, such as violent acts of nature, flood, fire, war, strike, damage to key production equipment, interruptions in the supply of products, processes and services provided from outside, disruptions in media supplies, cyberattacks on information technology systems, pandemics (excluding COVID-19), significant disruptions in the communication infrastructure or any other circumstances of an unavoidable and unforeseeable nature that occurred during the term of these GTS.
5. The Party affected by force majeure shall immediately inform the other Party of this situation, as well as of the cessation of force majeure. All obligations affected by force majeure shall be fulfilled by the given Party immediately after the cessation of force majeure. If the force majeure lasts longer than 30 days, each Party has the right to terminate or withdraw from individual Executory Contracts, the fulfilment of which is affected by force majeure, within the scope of the unfulfilled part of the Executory Contract, which right may be exercised within 60 days, together with the return of mutual benefits concerning the unfulfilled part of the Executory Contract.
6. The limits of liability under this § 9 do not apply to liability for non-fulfilment or improper fulfilment of the confidentiality obligation pursuant to § 10.

§ 10 CONFIDENTIALITY

1. Client is obliged to keep secret and not to share with third parties any and all information about STALMA, the business conducted by STALMA, STALMA's contractors, the terms of contracts concluded with STALMA and other information to which they obtained access as a result of cooperation between the Parties, in particular STALMA's prices, discounts and terms of submitted commercial proposals and offers, regardless of whether they obtained this information from STALMA or obtained it on their own as a result of cooperation with STALMA. This obligation applies in particular to the prohibition of disclosing, distributing or using such information, regardless of whether it has been expressly marked as confidential.
2. The obligation referred to in point 1 does not apply to information:
 - a) publicly available before its disclosure by the Client;
 - b) requested by authorized bodies, to the extent that they are authorized to request it in accordance with applicable legal regulations, only to the extent necessary according to the request of the appropriate body. In such a situation, the Client is obliged to immediately notify STALMA of the request received and the scope of the information disclosed;
 - c) the disclosure of which is permitted by prior written consent of STALMA under penalty of nullity.
3. Client ensures that confidentiality is maintained within the scope resulting from the GTS by all persons who, on behalf of or in cooperation with the Client, have or may have access to confidential information. Client is liable to STALMA for damage caused as a result of a breach of the obligation to maintain confidentiality, including

in the event of a breach of this obligation by all persons who have or may have access to the information or data referred to in this paragraph, on behalf of or in cooperation with the Client, for whose actions or omissions the Client, under this provision, is liable as for its own actions or omissions.

4. Obligation to maintain confidentiality binds the Client for the duration of the GTS and for 2 years after their expiry, and after this period, the obligation to maintain confidentiality continues to bind the Client on the basis of generally applicable legal provisions, including the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws of 2022, item 1233).

§ 11 PERSONAL DATA

1. Within the scope of personal data of representatives of the Parties and persons designated for the fulfilment of the Executory Contracts, each of the Parties is a separate data controller. The Parties may process personal data of such persons made available to each other in connection with the fulfilment of the Executory Contract, in particular for the purpose of (i) fulfilling the Executory Contract and (ii) fulfilling legal obligations. The Parties confirm that (i) they have obtained the personal data provided to each other in a manner consistent with the law and (ii) they are authorized to transfer such data to each other for the purposes and for the reasons specified above.
2. The Parties undertake to provide the information clause of the other Party to all persons whose personal data they provide to the other Party pursuant to point 1 above. STALMA's information clause is available on the website: www.stalma.com.pl. The Parties may change their own information clause by documented notification to the other Party.

§ 12 VALIDITY OF GTS

1. Each Party may terminate the GTS with a 3 (three) month notice period, effective at the end of the month. Despite the termination of the GTS, they continue to apply to the Executory Contracts concluded until the expiry of the GTS notice period, which Executory Contracts shall continue to be in force.
2. These GTS may be subject to change as a result of a unilateral decision by STALMA. In the event of a change in the GTS, STALMA will publish the changed GTS on their website. The changes come into force after 14 days from the date of their publication on the website. If the Client does not consent to the changes, they may terminate the GTS before the date of entry into force of the changed GTS. The declaration of termination must be sent to STALMA in writing, under penalty of nullity, to the address of STALMA's registered office before the changes come into force. If the Client does not submit a declaration of termination of the GTS, the changed GTS come into force on the date indicated above, without any additional actions by the Client. The GTS in the wording prior to their amendment shall apply to Executory Contracts concluded before the date of publication of the changed GTS.
3. Termination of the GTS, including the lack of consent to the amended GTS, means termination of cooperation between the Parties on the date of expiry of the notice

period or on the date of entry into force of the amended GTS. In the event of termination of the GTS, including the lack of consent to the amended GTS, the GTS shall continue to apply to Executory Contracts concluded before the date of expiry of the notice period or entry into force of the amended GTS.

§ 13 FINAL PROVISIONS

1. The GTS are subject to Polish law.
2. In cases not regulated by these GTS, generally applicable provisions apply, including the provisions of the Civil Code.
3. Any disputes will be resolved by the Parties through negotiations, with the aim of reaching an amicable settlement of the dispute within 30 days. In the event of failure to reach an agreement, such dispute shall be subject to resolution by a court with both substantive and local jurisdiction over the seat of STALMA.
4. If any provision of the GTS or part thereof is deemed invalid, ineffective or unenforceable for any reason, the remaining provisions of the GTS remain in force and are enforced by the Parties in the remaining scope. In place of such a provision, another appropriate provision introduced by STALMA to the GTS will be applied, which, within the limits of the law, most closely corresponds to the original content of the previous provision. In order to introduce such new provisions, § 12 point 2 shall apply accordingly.
5. These GTS have been drawn up in Polish. Any translations into other languages cannot be the basis for legal interpretation.