

effective as of July 15, 2026

The General Terms and Conditions (hereinafter also referred to as "GTC") apply to contracts concluded with a limited liability company with its registered office in Lubawa, address ul. Gwizdałowska 14, 24-100 Lubawa, entered in the Register of Enterprises by the District Court for Gorków-Ponikwice in Gorków under KRS number: 0000169969, hereinafter referred to as "Supplier". The Supplier is a company with a registered office in Lubawa, address ul. Gwizdałowska 14, 24-100 Lubawa, entered in the Register of Enterprises by the District Court for Gorków-Ponikwice in Gorków under KRS number: 0000169969, hereinafter referred to as the "Partner" or, depending on the context, separately as a "Party".

The Supplier and the Partner have agreed to conclude a purchase agreement, a delivery agreement, or any other agreement entered into by the Parties, in which the Supplier undertakes to deliver to the Customer a product included in the Supplier's commercial offer (hereinafter referred to as the "Product").

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. Amendments and repeals are binding on the Supplier and the Customer as of the date of their publication in the Supplier's website or on the date of their publication on the Customer's website (whichever occurs first). The amended GTC apply to orders placed by the Customer after the date of publication of the amended GTC to the Customer or the date of their publication on the Supplier's website.

The GTC take precedence over the Customer's general contractual terms and conditions.

The GTC apply to every agreement, even if they are not listed as an attachment in the Customer's order.

By purchasing and accepting the Supplier's offer, the Customer agrees to the GTC in their entirety, unless the Parties agree otherwise.

If the Customer has received a commercial offer from the Supplier, the offer is deemed valid for 14 days.

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 in writing or electronically.

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.

3. The Supplier warrants that the Product is new, unused, and in full compliance with the applicable technical specifications. The Supplier warrants that 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.

The Recipient may assign the rights arising from the concluded Agreement to third parties without the Supplier's written consent. The Supplier is entitled to make the conclusion of the Agreement contingent upon an assessment of the Recipient's creditworthiness.

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 its local laws for the purposes only of providing information. The Supplier reserves the right to change the content of the website and the Supplier's catalog at any time without notice, including the photos.

The Supplier reserves the right to change certain technical specifications of the Products in its commercial offer, as well as their appearance.

2 The Supplier delivers the Product to the location specified by the Parties in Agreement. Unless otherwise agreed, the Supplier delivers the Product to the Recipient in accordance with the FCA rule of INCOTERMS 2020.

3 Delivery dates specified in the Agreement are approximate.

4 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. The Supplier shall inform the Recipient immediately if such changes occur, provided that the Supplier is not liable for damages caused by such changes which cooperate in the performance of its contracts. The recipient will be notified immediately of any change to the delivery date of other terms of the Agreement.

5 In the event of a carrier's accident or loss of the goods, the Supplier shall pass the responsibility for the goods to the Recipient upon delivery of the Product to the Recipient or to a third party designated by the Recipient.

6 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 issued by the Carrier, the warehouse, or the Recipient, confirming all arrangements made for the transport of the Product during transport.

7 If the place of delivery of the Product is the Supplier's facility:

a. The Recipient must provide 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 from the Supplier's facility is possible Monday through Friday from 7:00 am to 3:00 pm, provided 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 delivered 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. The Recipient is responsible for loading and unloading the Product.

8 If the Product is delivered to a location specified by the Recipient:

a. The Recipient bears the risk of damage to 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 location specified in the order or at a location 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 14 days before the start of transport.

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 for visible damage to the exterior of the container and to the packaging of the individual units of the Product.

e. The Recipient determines that the Product was not so damaged during transport, the Recipient is obligated to take all necessary steps to establish the Carrier's liability and to note the damage objections in the bill of lading.

f. 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.

9 The Recipient's employees who accept the Product from the Supplier is the Recipient's representative, authorized to make and receive statements on behalf of the Recipient regarding the Product and the Agreement, in particular to sign bills of lading, certificates of acceptance, and other documents. The Recipient is also authorized to sign on behalf of the Recipient, its employee, and the company's or findings stated in the report shall be binding on the Recipient.

10 The Recipient agrees to indemnify the Supplier against all claims for damages arising from the delivery of the Product, including costs of storage, return, shipping, insurance, etc.,

The contractually agreed Product prices, depending 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.

1. The specified net prices shall be made in PLN, the net price 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.

2. The specified net prices and provided that the net price EUR will 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.

3. It 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.

4. The Supplier shall pay the Supplier the net price of the Product based on a VAT invoice or other accounting document (e.g., a pro forma invoice) properly issued by the Supplier, 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 in the KSeF system.

5. 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 factors that have a direct or

6. 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 categories, in the situation described above.

8. In the event of the Agreement regarding the Product prices, the effect upon notification of the increase of the change to the price agreed upon in the agreement. Such notification must be provided to the Client no later than 10 days before the date of the increase. The Supplier is obliged to justify the price changes.

9. If the Parties have agreed that Product prices will be determined based on the price list attached to the Agreement, the Supplier is obligated to review the prices set forth in the price list and attach it to the invoice. The Supplier may also make adjustments to the prices in the price list if the prices in the price list 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 of the MEPS index at the time of the last price revision (no later than five (5) days before each scheduled adjustment date of the updated version of the price list). The parties 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 record described in paragraph 8 above.

10. In the case described in paragraphs 5 and 6 above, the Supplier shall issue a corrective invoice to the Customer documenting the price change.

11. 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.

12. The net price of the Product delivered shall be 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 when the payment deadline will be calculated is the date of acceptance of the structured invoice in the KSeF system. In the event of non-compliance with the deadline for issuing invoices, the Supplier shall be liable for late payment interest pursuant to Article 248 of the Civil Code. However, the 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. Only in such a case will the payment deadline be calculated from the date of actual delivery of the relevant invoice to the Client, unless, prior to the date of the invoice, the relevant invoice was assigned a unique invoice identification number in the National e-invoice System (the so-called KSeF ID).

13. In that case, the date of the KSeF ID was assigned – as a date of the event that occurred first – will be decisive for calculating the payment deadline.

14. 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 or a fixed place of business in the country, provided that the purchaser is involved in the purchase of 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 138(3) 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, nor after the purchaser referred to in points a)-d) and f)
- 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 supplier,

in the exchange and acquisition 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 the tax authorities, or if the Supplier fails to comply with the requirements of the law on the electronic exchange of documents, the Supplier shall be liable for the damages caused by 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).

14. The Supplier shall be liable for the damages caused by the Supplier's failure to comply with the requirements of the law on the electronic exchange of documents, including in particular, the appropriate use of procedures for receiving electronic invoices and the appropriate valid representations of invoices, as well as 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 information regarding the tax identification number, or the failure to provide the Recipient with the invoice, or the failure to provide the Recipient with the invoice in the form and the amendment of the Agreement or the order placed pursuant to it, as a result of which either, the Supplier were to be subject to financial penalties related to violations of the law on the electronic exchange of documents, or the Recipient would be forced to pay the costs of proceedings regarding the imposition of a penalty (in particular, legal fees and necessary stamp duties and administrative fees) or the Recipient would be forced to make payments to satisfy the claims of the tax authorities, or the Supplier would be liable for any damages incurred by the Recipient in the event of failure to deliver the Product if the Recipient fails to provide appropriate security.

15. In the event of a delay to pay the price on time, the Supplier is entitled to charge the Recipient interest for each day of delay in payment, to demand prepayment for an order already fulfilled in whole or to suspend the delivery of the Product. In the event of late payment, the Supplier shall reimburse the Recipient for documented additional collection costs.

16. The Supplier reserves the right of ownership of the Product until the Customer has paid the full price.

17. The Supplier shall be liable for the damages caused by the Supplier's failure to comply with the requirements of the law on the electronic exchange of documents, including in particular, the appropriate use of procedures for receiving electronic invoices and the appropriate valid representations of invoices, as well as 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 information regarding the tax identification number, or the failure to provide the Recipient with the invoice, or the failure to provide the Recipient with the invoice in the form and the amendment of the Agreement or the order placed pursuant to it, as a result of which either, the Supplier were to be subject to financial penalties related to violations of the law on the electronic exchange of documents, or the Recipient would be forced to pay the costs of proceedings regarding the imposition of a penalty (in particular, legal fees and necessary stamp duties and administrative fees) or the Recipient would be forced to make payments to satisfy the claims of the tax authorities, or the Supplier would be liable for any damages incurred by the Recipient in the event of failure to deliver the Product if the Recipient fails to provide appropriate security.

18. The Supplier reserves the right of ownership of the Product until the Customer has paid the full price.

19. The Supplier shall be liable for the damages caused by the Supplier's failure to comply with the requirements of the law on the electronic exchange of documents, including in particular, the appropriate use of procedures for receiving electronic invoices and the appropriate valid representations of invoices, as well as 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 information regarding the tax identification number, or the failure to provide the Recipient with the invoice, or the failure to provide the Recipient with the invoice in the form and the amendment of the Agreement or the order placed pursuant to it, as a result of which either, the Supplier were to be subject to financial penalties related to violations of the law on the electronic exchange of documents, or the Recipient would be forced to pay the costs of proceedings regarding the imposition of a penalty (in particular, legal fees and necessary stamp duties and administrative fees) or the Recipient would be forced to make payments to satisfy the claims of the tax authorities, or the Supplier would be liable for any damages incurred by the Recipient in the event of failure to deliver the Product if the Recipient fails to provide appropriate security.

20. The Buyer may set off any claims against the Supplier against the Supplier's claims against the Buyer.

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a. The Supplier shall 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.

b. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

c. 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.

d. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

e. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

f. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

g. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

h. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

i. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

j. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

k. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

l. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

m. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

n. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

o. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

p. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

q. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

r. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

s. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

t. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

u. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

v. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

w. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

x. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

y. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

z. The Supplier shall be liable for actual damages, excluding lost profits and consequential damages.

7. **FORCE MAJEURE.** This Agreement 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 other factors of force majeure), the Supplier shall not be liable for such delay or non-performance. The Supplier may, 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.

8. **FORCE MAJEURE.** 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 the result is a substantial deterioration of the economic situation of the Supplier, the Supplier may, 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.

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.

1. The Recipient is required to file a claim in writing or electronically, immediately, but no later than 72 hours from the time the defect in the Product is discovered. To the Supplier's address in: Grunwaldstraße 18, 14269 Jabowitz, e-mail: k-j@k-j.de, k-j@k-j.de, on penalty of forfeiting warranty rights. The claim must be submitted using the form attached to the Recipient's Copy of the Product. The Recipient is required to provide the Supplier with the following information to the extent possible: the Recipient should attach documentation of the claim that allows for its verification (e.g. photos of the damaged product).

2. The Recipient must submit the claim to the Supplier within 14 days of receiving a valid claim and to agree with the Supplier 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.

3. 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 refund or replacement of the value of the Product.

4. In the event of an unfounded request for warranty repair, the costs incurred in connection therewith shall be borne by the Customer.

5. From the moment the Recipient discovers a defect that is subject to repair, the Recipient shall refrain from using the defective Product and shall comply with the instructions regarding its use. Use of the Product after the discovery of a defect shall be at the Recipient's own risk and shall void the Supplier's warranty rights.

6. The choice of how to remedy the defect rests with the Supplier.

7. The Recipient agrees to indemnify the Supplier for damage or repair to the location specified by the Supplier at the Recipient's own expense. The Supplier 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 transport.

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 the Recipient has been found to remove the Recipient from the business registry, such actions have adversely affected the Recipient's ability to provide services under the Agreement, or if the Customer's performance of its obligations is to take place within a time limit directly 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.

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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 processing of the 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 understands and acknowledges that the Supplier is processing the personal data of the Recipient, and to provide the Supplier with all the personal data of those individuals with respect to whom it has fulfilled the aforementioned information obligation.

4. In the event of a conflict of the Rules 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 clause electronically to the Recipient's or their representative's email address, or by certified mail, by certified mail with return receipt, or by registered mail with return receipt, in which paragraph 2 above is updated; the Recipient shall be deemed to have provided the update.

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 to whom the Recipient transfers the data in the course of performing the Agreement.

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 dispute 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 GTT, the Supplier may seek, under general principles, damages exceeding the amount of such penalties.
5. The following appendices form an integral part of the GTT:
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.

2. The Supplier is the controller of the Recipient's personal data.

3. The Provider processes the Recipient's personal data in accordance with applicable data protection laws, in particular Regulation (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 on repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") and the Act of May 10, 2018, on the protection of personal data.

4. 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 imposed on the Provider, in particular pursuant to Article 6(1)(b) 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.

5. 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, for a period necessary to defend or assert the Provider's rights, including the establishment, defense, or pursuit of potential claims.

6. In 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 Provider.

7. 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 Office for Personal Data Protection.

8. 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.

9. The Recipient's personal data will be collected and processed in both paper and electronic form.

10. The Recipient's personal data may be disclosed to third parties within the Delft Capital Group providing services to Intek (including H&I 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).

11. Intekdata is not transferred to third countries or to international organizations.

12. You may contact the personal data controller regarding matters related to the processing of personal data at arod@delkap.pl.

In accordance with Regulation (EU) 2016/679 and 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 Intek, 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.

Purpose and duration of personal data processing. The Controller processes personal data to pursue the Controller's legitimate interests (legal basis: Art. 6(1)(f) of the GDPR), including in particular:

- a. the Controller's need to connect with the Controller's customers and to perform the Controller's contractual obligations and the Controller's, in this regard, the data will be processed for the entire duration of the performance of individual contracts and 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 carried out;

Voluntary Personal Data. In addition, however, it is necessary for the conclusion and performance of the contract. We obtained your personal data from your employer or principal, or from publicly available information such as 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 the personal data of individuals to the extent necessary. This applies in particular to:

- a. administrator of computerized accounting system (zadanie) wymaga tego przepisy prawa realizacja usług budżet Administratora – przekazuje w niezbędnym zakresie dane osobowe osobom fizycznym. Ma to miejsce w szczególności w odniesieniu do:
 - i. providers of IT services and solutions;
 - ii. entities acting as intermediaries in the performance of contracts (subcontractors, entities providing postal and courier services);
 - iii. entities providing billing, payment, and debt collection services (e.g., systems for invoicing or tracking document flow);
 - iv. entities providing advisory services (e.g., law firms and financial firms);
 - v. 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 (data protection). We ensure that the data is not further processed for purposes other than those for which it was originally collected. The data will not be further used 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 laws, and, in any case, we will ensure that the data is processed in accordance with the standard contractual clauses for data protection adopted by the European Commission. The data will not be used for automated decision-making, including profiling.

Every data subject has the right to:

- access their data to the extent specified by the GDPR (Article 15 of the GDPR),
- rectification of the data (Article 16 of the GDPR),
- request the erasure of data if one of the conditions specified by the GDPR is met (Article 17 of the GDPR),
- restrict the processing of data in cases specified by the GDPR (Article 18 of the GDPR),
- 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 falling outside 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: Intek sp. z o.o., ul. Grunwaldzka 18, 14-260 Lubawa