

General Terms and Conditions

Ożarów Mazowiecki, 10.04.2026 r

1. Scope of Application

1.1 In commercial relations between the Parties, only the following terms and conditions shall apply. The Parties declare that they have read the following terms and conditions and accept their content and terms of validity. Any changes or the application of other terms and conditions require the mutual consent of the Parties and must be recorded in writing in the order.

1.2 The General Terms and Conditions of Keller-Polska Sp. z o.o. (hereinafter: "Keller-Polska" or "GTC") shall take precedence. In the event of conflicting provisions from the supplier/contractor, such provisions shall not apply to the fulfillment of the order/commission. This also applies if the supplier's/contractor's terms and conditions are included in the supplier's/contractor's confirmation of the commission/order and have not been objected to by Keller-Polska.

1.3 Upon acceptance of the order/commission, the supplier/contractor accepts the following terms and conditions, even without using the form below. Any changes must be made in writing.

2. Offer

The offer must correspond to Keller-Polska's request (quantity, quality, etc.). Any discrepancies between the request and the offer should be specified.

3. Order

3.1 Regardless of any offers submitted, only the content of orders is binding on the Parties, provided that such orders are sent in writing, via email or fax, to an authorized representative of the supplier/contractor.

3.2 Any verbal or telephone orders, as well as additions and subsequent changes to orders already placed, are binding on Keller-Polska only if they have been confirmed in writing via email or fax.

3.3 The date of order placement is deemed to be the date on which Keller-Polska sends the order, and in the case of orders placed verbally, the date on which Keller-Polska confirms the order in writing.

4. Order Confirmation

4.1 The order should be accepted immediately after it is placed by Keller-Polska. In the absence of a written response from the supplier/contractor within 2 days of the order being sent, the order will be deemed accepted along with all provisions contained therein. Until the order is accepted in writing, Keller-Polska is entitled to withdraw from the contract without providing a reason. Withdrawal from the contract is possible until the moment a statement of acceptance of the order for execution is received, along with acceptance of these GTC. Any changes or comments regarding Keller-Polska's order fulfillment terms should be identified and specified, and then accepted by Keller-Polska in writing, under penalty of nullity. Acceptance of the goods without reservation does not constitute Keller-Polska's consent as described in the preceding sentence.

4.2 If prices or performance/completion deadlines are not specified in Keller-Polska's order, the supplier/contractor is obligated to specify the missing items in the order acceptance confirmation. Failure to fulfill the obligation referred to in the preceding sentence will result in the contract not taking effect. In the event that the order is amended, Keller-Polska is entitled to cancel the order without providing a reason within 7 days of the date of receipt of the confirmation of acceptance of the amended order for fulfillment.

5. Delivery Date

5.1 The "Delivery Date" for materials is deemed to be the day on which the Supplier: (i) delivered the goods to the address specified in the order (construction site, warehouse, or other pickup point) and (ii) unloading of the goods at the delivery location was completed—regardless of whether it was performed by the Supplier's own personnel or by Keller-Polska's own equipment and crew—and has been confirmed by an authorized Keller-Polska employee signing the delivery note (WZ). A delivery made outside the working hours of the delivery location specified in the order does not count as a delivery on that business day. The delivery period begins on the date the order is placed. If timely delivery is at risk, the Supplier is obligated to immediately—no later than 24 hours after becoming aware of the risk—notify Keller-Polska electronically, specifying the cause of the delay, its expected duration, and the proposed new delivery date.

Delivery after the due date requires prior written consent from Keller-Polska. If the additional deadline set by Keller-

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Warszawy w Warszawie, XIV Wydział
Gospodarczy Krajowego Rejestru Sądowego

HSBC Continental Europe SA
Konto PLN nr: PL55-1280-0003-0000-0031-
7723-5031
Konto EUR nr: PL34-1280-0003-0000-0031-
7723-5021

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Polska expires without the delivery being made, or if a partial delivery is made without Keller-Polska's consent, Keller-Polska is entitled to withdraw from the contract, in whole or in part, at its own discretion, without the need to set an additional deadline.

5.2 Keller-Polska is entitled, upon prior notice, to conduct an inspection at the supplier's production site or at the location where the order is being fulfilled, to obtain information regarding the progress of work on orders or services commissioned by Keller-Polska, and to pick up the ordered goods or order using its own transport fleet from the supplier's or contractor's location.

5.3 Delivery or performance prior to the contractually agreed deadline is possible only with Keller-Polska's consent.

5.4 The supplier shall ensure the storage of the goods until their delivery and acceptance by the Ordering Party at its own expense and risk.

6. Terms of delivery, shipping, and packaging.

6.1 The prices of materials specified in the order include all costs and risks borne by the Supplier associated with delivering the goods to the address indicated in the order, including the costs of packaging, loading, transportation, and insurance for the duration of transport. The Supplier shall make the delivery at its own risk to the location specified in the order. The risk of accidental loss or damage to the goods shall pass to Keller-Polska upon the physical completion of unloading the goods at the delivery location and the signing of the delivery note (WZ) by an authorized employee of Keller-Polska. Until the above condition is met, the Supplier bears the full risk of loss and damage to the goods. The foregoing also applies when Keller-Polska specifies the method of shipment or the carrier. Cash-on-delivery shipments will not be accepted. For each delivery of materials, the Supplier is required to include at least one document confirming the delivery (in particular: a delivery note (WZ), waybill, CMR, or an equivalent document used by the Supplier), containing the Keller-Polska order number, the name of the material, and the quantity. The absence of such a document entitles Keller-Polska to refuse acceptance of the delivery without any consequences of delay on the part of Keller-Polska. During the execution of deliveries, the transportation rules applied by Keller-Polska shall be considered binding; in their absence, the Supplier shall submit its own rules for Keller-Polska's approval.

6.2 Products whose transport is subject to special regulations must be classified, packaged, and labeled in accordance with those regulations, and the necessary accompanying documents for such products must be included with the shipment.

6.3 In the case of deliveries of technical equipment and apparatus, the supplier/contractor agrees to provide free training to Keller-Polska's operating personnel. In the case of deliveries of technical equipment and apparatus intended for installation by third parties, the necessary installation plans, information sheets, and instructions regarding the specific properties of materials and equipment must be provided.

6.4 The supplier is obligated, upon any request by Keller-Polska made before, during, or after delivery, to provide, within 7 days, quality documentation regarding the delivered materials, in particular: a declaration of performance or a declaration of conformity with a standard or technical approval, a manufacturer's quality certificate or attestation, a safety data sheet (if required by regulations), a CE certificate (if applicable), and laboratory test results (if required). Failure to provide the documentation within the aforementioned time limit constitutes a defect in the delivery, entitling Keller-Polska to withhold payment until the documentation is provided, without any consequences for Keller-Polska related to a delay in payment.

7. Delay in Performance.

In the event of a delay by the Supplier relative to the delivery date specified in the order, Keller-Polska is entitled to charge the contractual penalty specified below. The contractual penalty is calculated automatically from the first day of the delay, without the need for a separate notice to the Supplier, and may be deducted from the Supplier's remuneration:

– 0.5% of the total net value of the order for each day or part thereof that the delay continues, as a contractual penalty,

The total amount of contractual penalties for delay may not exceed 10% of the total net value of the order. Keller-Polska reserves the right to seek supplementary damages under general principles (Article 484 §1 of the Civil Code) up to the amount of the actual loss incurred, including construction downtime costs, the costs of procuring replacement materials, and penalties imposed on Keller-Polska by the investor or the general contractor, provided that such costs and penalties were directly caused by the Supplier's delay. The contractual penalty does not preclude Keller-Polska's right to withdraw from the contract.

8. Acceptance of Goods and Warranty

8.1 Keller-Polska is not obligated to conduct a quantitative or qualitative inspection of the delivered materials directly on the Delivery Date. Keller-Polska is entitled to conduct: (a) a quantity and visual inspection within 14 days of the Delivery Date; (b) a quality inspection, including laboratory tests and technical trials, within 30 days of the Delivery Date or within 30 days from the date of the material's first use in geotechnical work—whichever is later, but no later than 60 days from the Delivery Date. Keller-Polska shall file a

complaint regarding defects discovered within the above time limits within 14 days of their discovery. The time limits for complaints regarding latent defects are governed by the provisions of the Civil Code regarding the warranty.

8.2 All deliveries and services provided by the supplier/contractor must be carried out in accordance with the regulations in force in Poland regarding employee protection, environmental protection, and occupational health and safety, taking into account the current state of science and technology, as well as other legal acts governing the performance of this contract. The supplier/contractor guarantees that all goods/services comply in each specific case with European Union directives, conform to Polish guidelines, and, where necessary, bear the CE marking. The Supplier/Contractor undertakes, upon any request by Keller-Polska, to provide, within 7 days of the date Keller-Polska sends such a request, the necessary documentation regarding compliance with safety requirements or protective requirements (e.g., a declaration of conformity).

8.3 Payment for the delivery does not constitute confirmation of its conformity with the order nor a waiver by Keller-Polska of any claims arising from defects. In the event of a complaint, Keller-Polska is entitled to withhold payment of the amount corresponding to the value of the defective portion of the delivery until: (a) the goods are replaced with defect-free ones; (b) the price is reduced to the agreed-upon value; or (c) claims arising from defects are finally settled. Suspension of payment as described above does not constitute a delay on the part of Keller-Polska and does not give rise to an obligation to pay statutory interest for late payment in commercial transactions.

8.4 In the event of defects, Keller-Polska has the right to choose between a price reduction for the delivery/order, a free repair, a free replacement, and, in the case of significant, irreparable defects, a full or partial withdrawal from the contract. Any repair or replacement should be carried out immediately, within no more than 10 days from the date we notify the supplier/contractor of the defect, at the location where the goods are stored, at the supplier's/contractor's risk and expense. Keller-Polska may remedy the defects or commission third parties to do so before the expiration of the deadline referred to in the preceding sentence. Exercising this right does not limit Keller-Polska's other claims arising from the existence of the defect.

8.5 The supplier is entitled to payment if the delivery or service complies with the order. If the delivery/order is fulfilled in a quantity exceeding the order or if there are discrepancies regarding the quality of the goods, all expenses resulting from additional inspection, packaging, return shipping, or storage shall be borne by the supplier.

Returns of goods not ordered or delivered in quantities exceeding the order are always made at the supplier's expense and risk.

8.6 The supplier provides a quality guarantee for the delivered materials for a period equal to the quality guarantee period granted by Keller-Polska to the investor or general contractor for the geotechnical works in which the materials were used, extended by 6 months (back-to-back guarantee). If Keller-Polska does not provide a separate quality guarantee to the investor, the Supplier's minimum quality guarantee period is 24 months from the Delivery Date. Keller-Polska's recourse claims against the Supplier for defects may be asserted throughout the entire term of Keller-Polska's quality guarantee to the investor, extended by 6 months. The Supplier is obligated to provide a written quality guarantee upon any request by Keller-Polska submitted no later than 30 days from the Delivery Date.

8.7. The quality guarantee provided under § 8.6 does not exclude or limit Keller-Polska's rights under the warranty for physical and legal defects in the delivered materials pursuant to the provisions of the Civil Code. Keller-Polska is entitled to pursue claims under the warranty and guarantee independently of one another and in any order.

9. Compensation for Damages and Liability for Product Quality.

9.1 Keller-Polska does not consent to the exclusion or limitation of the supplier's/contractor's liability and does not accept any obligation to recognize limitations of liability.

9.2 In the event of the delivery of defective goods and, as a result, claims by Keller-Polska's customers against the company, Keller-Polska reserves the right to seek recourse against the supplier/contractor.

9.3 The supplier/contractor is obligated to retain and make available to Keller-Polska, upon request, complete documentation regarding the product. If defects are found in the product, the supplier/contractor is obligated to immediately recall the products at its own expense and risk, provide production documentation, and offer all possible assistance in defending against claims based on liability for product quality.

10. Work at Our Facilities, Construction Sites, etc.

If the subject matter of the contract is to be performed at a Keller-Polska facility or construction site, the supplier/contractor is obligated to comply with the fire safety regulations, labor laws, environmental protection laws, occupational health and safety regulations, and other applicable regulations in force at the Keller-Polska facility or construction site. The supplier/contractor has the right to obtain from Keller-Polska the procedures and regulations in effect at Keller-Polska. The supplier/contractor is liable to Keller-Polska for all damages resulting from a breach of the

above provisions by the supplier/contractor, its employees, or subcontractors.

11. Terms of Payment

11.1 Prices are understood to include the cost of packaging and delivery to the delivery location, including all additional costs and excluding VAT in each instance.

11.2 Payment shall be made by the date specified in each written order, but not earlier than upon the simultaneous fulfillment of all of the following conditions: (a) physical acceptance of the goods by Keller-Polska, confirmed by a signed delivery note (WZ) or acceptance report; (b) Keller-Polska's receipt of a valid structured invoice issued via the National e-Invoice System (KSeF) in accordance with the provisions of the Act of March 11, 2004, on the Tax on Goods and Services; (c) the Supplier's delivery to the email address efaktury.pl@keller.com of a complete set of accompanying documents specified in Section 12(3) of these GTC, with the KSeF number of the invoice included in the subject line of the email. The payment period shall not commence until all of the above conditions have been met cumulatively. Keller-Polska shall not be in default of payment if the delay results solely from the Supplier's failure to meet any of the above conditions.

11.3 The payment period begins on the later of the following dates: (a) the date on which the Minister responsible for public finance assigns a KSeF number to the structured invoice; (b) the date of delivery of a complete set of accompanying documents (WZ, CMR, or waybill, and other documents required by the order) to the email address efaktury.pl@keller.com, with the invoice's KSeF number in the subject line. The payment period does not commence until both of the above events occur simultaneously.

12. Invoicing – National e-Invoice System (KSeF)

12.1 The supplier is required to issue invoices documenting deliveries made to Keller-Polska exclusively as structured invoices via the National e-Invoice System (KSeF), in accordance with the provisions of the Act of March 11, 2004, on the Tax on Goods and Services and its implementing regulations. Issuing invoices in paper form, as PDF files, or in other electronic formats outside the KSeF system is not permitted and has no legal effect with respect to Keller-Polska. Invoices issued outside the KSeF system will not be accepted and do not constitute grounds for demanding payment or for the commencement of the payment period. In the event that the KSeF system is unavailable, the Supplier is required to issue an invoice immediately upon the system's restoration.

12.2 A structured invoice must include at least the following: Keller-Polska's order number; the project/contract number or the protocol/delivery note number to which the delivery relates; the contract number and date (if the delivery is made under a framework agreement); and Keller-Polska's

tax identification number (NIP): 524 12 00 22. The invoice should not be sent simultaneously as a PDF or scan to an email address.

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12.3 Documents accompanying the invoice (in particular: signed delivery notes, waybills/CMRs, quantity specifications, and other documents required by the order or these GTC) must be sent by the Supplier in electronic form to the email address: efaktury.pl@keller.com. In the subject line of the email, the Supplier shall enter the KSeF number of the invoice to which the attachments pertain. Accompanying documents may not be sent via the KSeF system.

12.4 The Supplier bears full responsibility for: (a) the formal correctness of the structured invoice in KSeF, including the completeness of the data required by law and these GTC; (b) the timely issuance of the invoice in KSeF—no earlier than on the Delivery Date and no later than the deadline specified by tax regulations; (c) the immediate issuance of a corrective invoice in KSeF whenever an error is found in the original invoice.

12.5 In the absence of a valid structured invoice in KSeF or a complete set of accompanying documents referred to in paragraph 3, Keller-Polska is entitled to withhold payment until the deficiencies are remedied. The period of payment withholding due to the aforementioned reasons does not constitute a delay on the part of Keller-Polska and does not give rise to an obligation to pay statutory interest for late payment in commercial transactions.

12.6 This paragraph shall apply in full from the date on which the Supplier becomes subject to the obligation to issue structured invoices pursuant to generally applicable laws. Until the Supplier is subject to this obligation, the rules regarding the content of the invoice and accompanying documents set forth in paragraphs 2 and 3 shall apply in full, and the invoice shall be issued in the form agreed upon by the Parties.

13. Retention of Title, Prohibition on Assignment, Settlement.

13.1 All deliveries/orders/services performed for Keller-Polska are free of any retention of title and unencumbered by third-party rights. Any reservations regarding title or third-party rights, even if not contested, are invalid.

13.2 The supplier/contractor is prohibited from assigning receivables. Assignment of receivables may only take place upon obtaining Keller-Polska's prior written consent.

13.3 In the event of a mutual claim against the supplier/contractor, Keller-Polska has the right to set off

mutual claims. The supplier/contractor may not object to such set-offs.

14. Deliveries of materials, drawings, confidentiality.

14.1 Drawings, models, and all documentation necessary for the execution of the order, including computer files, which were provided or financed by Keller-Polska, remain the property of Keller-Polska from the moment of their creation and must be marked as such. Upon any request by Keller-Polska—whether in connection with delivery/performance or withdrawal from the contract—the supplier/contractor agrees to immediately surrender all materials related to the performance of this contract.

14.2 The supplier/contractor is obligated to keep confidential all information obtained in connection with the order or otherwise, including but not limited to trade secrets. This obligation also applies to the supplier's/contractor's associates/co-workers and subcontractors. Any confirmed instance of transferring, disclosing, or otherwise breaching the confidentiality of such information to third parties requires Keller-Polska's express written consent. In the event of a breach of these provisions, Keller-Polska is entitled to withdraw from the contract in whole or in part. Furthermore, Keller-Polska reserves the right to seek compensation for damages resulting from the disclosure of confidential information in accordance with general principles.

15. Jurisdiction.

15.1 The court having jurisdiction to hear any disputes arising from the content of the concluded contract or related to its termination is the court with jurisdiction over Keller-Polska's registered office.

15.2 Agreements entered into under these GTC are governed exclusively by Polish law.

16. General Provisions.

16.1 Business correspondence may be conducted exclusively with a Keller-Polska employee handling the order with the supplier/contractor. All correspondence addressed to Keller-Polska in connection with the performance of this contract must include: the order number and date, a precise description of the goods, and any other necessary information accompanying the order.

16.2 If the supplier/contractor uses the services of a subcontractor, the supplier/contractor is liable for the subcontractor's actions as if they were its own. Subcontractors of the supplier/contractor are required to comply with these GTC.

16.3 In the event of a change in the company's registered office, the supplier/contractor is obligated to immediately notify the other party of the change of address in writing. Until the new address is provided, all notices sent to the

previous address shall be deemed to have been properly delivered.

16.4 Keller-Polska declares that, within the meaning of the Act of March 8, 2013, on Counteracting Excessive Delays in Commercial Transactions, it has the status of a large enterprise. This declaration fulfills the disclosure obligation set forth in Article 4c of the aforementioned Act. Keller Polska Sp. z o.o. undertakes to promptly notify the supplier/contractor of the acquisition or loss of large-enterprise status, no later than at the time of concluding the first commercial transaction following such a change.