

ALUPROF S. A. GENERAL TERMS AND CONDITIONS OF PURCHASE (GTP)

in force as of 10.10.2025

1. DEFINITIONS

- 1.1 **GTP** – means these Aluprof S.A. General Terms and Conditions of Purchase
- 1.2 **Buyer** – means Aluprof S.A., having its registered office in Bielsko-Biała (43-300), ul. Warszawska 153, KRS: 0000106225.
- 1.3 **Seller** – means any domestic or foreign entity or a natural person selling Products to the Buyer.
- 1.4 **Product or Products** – means all or specific items specified in an Order and/or Agreement, which are to be the subject of a sale agreement or delivery agreement.
- 1.5 **Party or Parties** – means the Buyer, the Seller or both parties to the Agreement.
- 1.6 **Order** – purchase order or delivery order for the Products, placed by the Buyer with the Seller in accordance with sec. 3 of the GTP.
- 1.7 **Agreement** – Product sale agreement or Product delivery agreement, or sale or delivery cooperation agreement concluded between the Parties.

2. GENERAL PROVISIONS

- 2.1 These GTP govern the terms and conditions of purchase by Aluprof S.A. From the Seller, unless otherwise agreed in writing. GTP shall apply in the case of purchase of Products under mutual cooperation agreement between the Buyer and the Seller.
- 2.2 GTP constitute an integral part of every Order and/or Agreement between the Buyer and the Seller.
- 2.3 These GTP shall become binding on the Parties upon acceptance of the Order for execution in accordance with sec. 3.2 of the GTP, or upon signing the Agreement.
- 2.4 Acceptance of the GTP by the Seller with the first Order and/or Agreement shall constitute the Seller's consent to being bound by the provisions of the GTP in relation to later Orders or Agreements.

3. ORDERS

- 3.1 The Seller shall confirm Orders immediately by confirming the quantity of Products and the date and form of delivery, as well as the price.
- 3.2 Orders shall be considered as accepted on terms and conditions specified in the Order unless rejected by the Seller immediately, not later than by 12:00 of the next business day in accordance with sec. 3.3 or 3.4 of the GTP. Every Order constitutes an integral whole and can only be accepted or rejected as a whole.
- 3.3 Unless otherwise agreed by the Parties, the Seller shall confirm the Order and notify the Buyer of the delivery via the Logintegra Logistics Platform available at <http://aluprof.logintegra.com/login/auth> using the logins and passwords provided to the Seller.
- 3.4 In particularly justified cases, with prior consent of the Buyer, e-mail confirmation and notification will be allowed.
- 3.5 The Seller shall each time authorise any person acting on his behalf via the Logintegra Logistics Platform to conclude agreements and make any declarations of intent on his behalf.
- 3.6 The Seller shall comply the agreed Product delivery time (hereinafter as "Delivery Deadline").
- 3.7 The Delivery Deadline is binding and when Products are purchased it means the date of delivery of the Products to the Buyer's location or a different location agreed between the Buyer and the Seller.
- 3.8 If the Delivery Deadline is at risk, the Seller shall immediately notify the Buyer of the same and specify the period of delay and its causes, as well as remedial measures taken. Where regardless of causes the Seller is not able to meet the Delivery Deadline, he shall notify the Buyer of the new deadline. If the Buyer accepts the new deadline specified by the Seller or specifies another deadline for the Seller, the Seller should execute the delivery in accordance with such new arrangements. If the agreed new delivery deadline is not met by the Seller, the Buyer shall have the right to withdraw from the Order/Agreement. Regardless of the above, the Buyer may demand damages for late delivery.
- 3.9 The Buyer reserves the right to claim from the Seller damages for improper performance or non-performance of the Agreement, including reimbursement of costs incurred for substitute performance of the Agreement.
- 3.10 Acceptance by the Buyer of a late or partial delivery of Products shall not mean waiver by the Buyer of any rights to claims on this ground.
- 3.11 Order acceptance excludes the application of any general terms and conditions of sale applied by the Seller regardless of their form and/or name.
- 3.12 Acceptance of order by the Seller serves also as a confirmation that the Products ordered by Aluprof S.A., specified in the Order, have not been obtained through criminal activity, in particular smuggling, theft, and have not been traded as part of a carousel fraud. There is also no attempt on the part of the Seller to legalise funds, that is to engage in money laundering, the transaction will not constitute attempted tax abuse (fraud) by the Seller, and the Seller is not and has not been involved in tax fraud.
- 3.13 The Buyer reserves the right to refrain from accepting delivery if the Seller completes delivery of Products after more than 14 days in relation to the Order.

4. PRICES AND PAYMENT TERMS

- 4.1 The prices agreed by the Parties shall be binding and unchangeable.
- 4.2 The purchase price and the terms and conditions of payment are determined on the basis of the Order.
- 4.3 The prices include the costs of packaging of the Products.
- 4.4 Prices resulting from the Order / Agreement are net prices and do not include the applicable VAT. The agreed net prices are increased by VAT according to the rate in force for the purchased Products on the date of the invoice.
- 4.5 The basis for the payment for the delivered Products is an invoice or a different accounting document allowed by the laws of the Buyer's country.

- 4.6 Unless the Parties have agreed otherwise, the payment deadline specified in the document referred to in sec. 4.5 above, issued by the Seller, shall be counted from the date of receipt of that document by the Buyer.
- 4.7 The documents referred to in sec. 4.5 above should be issued in accordance with the laws applicable in this scope, or otherwise they shall be rejected by the Buyer.
- 4.8 If delivery of Products is not completed in accordance with the terms and conditions specified in the Order/ Agreement, the Buyer shall have the right to suspend payment until the complete and correct performance of the subject-matter of the Order / Agreement, or deduct any amounts due to the Seller for non-performance or improper performance of the subject of the Order / Agreement and the failure to remove defects or faults. The Buyer shall have the right to effect such a deduction before the lapse of the payment date on the basis of a unilateral declaration of intent. This shall not limit the Buyer's right to enforce the clause on contractual penalties.
- 4.9 On the invoices the Seller shall specify the Order number, place of delivery, and the Buyer's codification. Where such information is missing, the Buyer shall have the right not to accept such an invoice and demand that the Seller provide a correctly prepared document.
- 4.10 Payment for an executed Order / Agreement shall be performed by the Buyer in the form of a transfer to the Seller's account, confirmed by persons authorised to represent the Seller. Payment shall be considered performed on the day the Buyer's bank account is debited.
- 4.11 Unless otherwise agreed by the Parties, the Seller, after signing an Agreement on providing e-invoices, will e-mail invoices at:
- | | | |
|---------------|---|------------------------------|
| Bielsko-Biała | - | aluprof_fv_in@grupakety.com |
| Goeszów | - | stolarka_fv_in@grupakety.com |
| Opole | - | opole_fv_in@grupakety.com |
- 4.12 The Parties declare that they are active VAT payers.

5. DELIVERY TERMS

- 5.1 Deliveries of Products shall be executed in accordance with the specifications and terms and conditions set out in Orders/ Agreements. Unless otherwise agreed by the Parties, all deliveries will be executed on DAP (Delivered At Place - Incoterms 2020) basis to the warehouse specified by the Buyer in the order: Bielsko-Biała Site, 43-300 Bielsko-Biała, ul. Warszawska 153; Goeszów Site, 43-440 Goeszów, ul. Przemysłowa 10; Opole Site, 45-446 Opole ul. Gosiławska 3. Deliveries to other locations specified by the Buyer are allowed upon prior agreement between the Parties.
- 5.2 Every delivery shall be accompanied by a set of delivery documents. Such documents must contain Order No., and the Buyer's item code, quantity and unit should be specified for each item.
- 5.3 The Seller shall provide the documents specified in the Order along with the Product, and also electronically at the address of the person specified in the Order.
- 5.4 For hazardous substances, before completing the delivery the Seller shall provide the Buyer with a current Material Safety Data Sheet.
- 5.5 Every collective packaging and unit packaging of the Product must have a label with the following details:
- complete Buyer's item code,
 - QR code containing only the Buyer's item code,
 - quantity in packaging,
 - stock-keeping unit,
 - item description in Polish and English in accordance with Aluprof name,
 - Seller's item code,
 - production date – for aluminium profiles,
 - production date – for aluminium profiles,
 - matrix No. – for aluminium profiles,
 - net and gross weight of each packaging – for aluminium profiles,
 - length – for aluminium profiles,
- 5.6 Labels should be placed on the front and side of the box, they should not be placed across edges.
- 5.7 Unless otherwise agreed by the Parties, the Seller shall enter delivery notification data in the Buyer's Logintegra system. Otherwise the delivery shall not be accepted.
- 5.8 The Buyer's central warehouse (43-300 Bielsko-Biała, ul. Warszawska 153) is open for profile deliveries on working days from Monday to Friday, from 6.00 am to 10.00 pm, on Saturdays from 6.00 am to 2.00 pm, for other deliveries from Sunday 10.00 pm to Saturday 2.00 pm. In Goeszów (43-440 Goeszów, ul. Przemysłowa 10) is open from Monday to Friday from 6.00 am to 9 pm. In Opole (ul. Gosiławska 3, 43-315 Opole) is open from Monday to Thursday from 6:00 am to 9:00 pm, in Opole in the external warehouse (ul. Głogowska 41, 43-315 Opole) is open from Monday to Thursday in the summer period, April-September from 7:00 am to 7:00 pm, and in the winter period, October-March, from 8:00 am to 4:00 pm. In the case of deliveries to other locations the delivery dates will each time be agreed with the Buyer.
- 5.9 The Seller or another entity entrusted by the Seller with the delivery of the Product to the Buyer shall, in the course of the delivery, comply with fire prevention regulations, traffic regulations, and other regulations in force at the Buyer's premises, including those published at: <https://logistyka.aluprof.com/do-pobrania/>.
- 5.10 The Seller shall be liable for damages resulting from the loss or damage to the Products caused by improper labelling, packaging, or identification of shipment.
- 5.11 A delivery or its part can be considered as incomplete or defective if it is not accompanied by delivery documents and certificates specified in the Agreement. In such a case the Buyer may refuse to accept the Products and shall not be liable for the resulting delay in delivery acceptance, and any related costs shall be covered by the Seller.

6. CUSTOMS AND ORIGIN

- 6.1. The Seller shall determine and document the origin of the Products. Change of origin shall be notified by the Seller to the Buyer in writing.

- 6.2. If the Seller delivers Products that require completing customs procedures in the country of import, the Seller shall provide a certificate of origin. This certificate is required for the delivery of Products.
- 6.3. If documents are required to determine the purpose of Products, the Seller shall organise and deliver them to the Buyer at own cost.
- 6.4. The Seller shall be liable for any damage, penalties, or fines suffered by the Buyer as a result of failure to comply with the conditions specified in this sec. no. 6.

7. WARRANTY AND COMPLAINTS

- 7.1. The Seller guarantees the quality required by the Buyer and confirmed in the Product data sheet in accordance with the applicable standards or technical conditions agreed between the Buyer and the Seller.
- 7.2. Without excluding the Buyer's rights under statutory warranty (*rekojmia*), the Seller grants guarantee for the delivered Products for the period of 2 years following delivery, unless the Agreement, including the technical specification, specifies a different guarantee period.
- 7.3. If the delivered products are found to be defective, the Buyer shall immediately notify the Seller of the nature of the identified defects and the test method used. In the case of latent defects of the Products, the Buyer shall notify the Seller immediately upon their detection.
- 7.4. If a complaint is lodged, the Seller shall handle it immediately, however not longer than within 14 calendar days of being notified of the same. If due to technological reasons it is not possible for a complaint to be handled within 14 calendar days, the Seller shall notify the Buyer about the manner of complaint handling within 7 calendar days of its receipt, and should it be required by the Buyer, supply a defect-free batch of Products.
- 7.5. If a complaint-related site visit at the final customer's location is required, before starting the complaint handling process the Seller shall present the Buyer in writing with the estimated costs of complaint handling and defect removal, in case the complaint is not covered by the guarantee. Such costs should include: cost of materials, labour, travel to the complaint site, business trip (transfer, accommodation, board) of the engineer or other related to the servicing and defect removal.
- 7.6. If the quantity of the received Products is lower than the quantity declared in the documents accompanying the delivery, the Buyer shall, upon identifying such a discrepancy, draw up a protocol with the participation of the carrier specifying all the circumstances in which the shortage was identified. The above applies to collective packaging of the delivered Products. If individual packaging discrepancies are identified, the Seller shall supply the missing quantities of Products within 7 days.
- 7.7. If non-compliances related to Product features specified in sec. 7.3 and 7.6 of the GTP are identified, the Buyer shall have the right, at his option, to:
 - 7.7.1. Return the defective Products at the Seller's cost and demand a refund of the price, or, if he so chooses, demand that the Seller collect the defective Products at the Seller's cost and risk on dates specified by the Buyer.
 - 7.7.2. Return the defective Products at the Seller's cost and demand a delivery of defect-free Products within a deadline specified by the Buyer, or, if he so chooses, demand that the Seller collect the defective Products at the Seller's cost and risk within deadlines specified by the Buyer.
 - 7.7.3. Keep the Products and demand that the defects be removed or replaced with defect-free within a deadline specified by the Buyer,
 - 7.7.4. Withdraw from the Agreement, with such right exercisable within 90 days of occurrence of grounds for withdrawal from the Agreement.
- 7.8. If the Buyer sets in writing a deadline by which the Seller is to remove the defects in the Products sold, and the Seller fails to remove such defects in full within such a deadline, the Buyer shall have the right to have the repair works or substitute performance completed by himself or by engaging a third party, and charge the resulting costs to the Seller.
- 7.9. If the Buyer exercises the rights under repair works or substitute performance, the contractual penalties payable by the Seller to the Buyer shall be calculated until the day of proper substitute performance by a third party.
- 7.10. The Buyer shall have the right to damages for any damage suffered as a result of: non-delivery of Products or their parts, defects in the delivered Products, or defective Products.
- 7.11. The Seller may not refuse the removal of defects in Products, or replacing them with defect-free Products, even if that would require incurring excessive costs.
- 7.12. Every complaint lodged during the guarantee period extends the guarantee period by the period of time from the moment a defect is reported until its removal. If a subject of the Order / Agreement has been replaced, the guarantee for such a Product shall run from the beginning, from the date of such a replacement.
- 7.13. Where the existence of a defect is disputed, the Parties shall submit the subject of the Order / Agreement to a test performed by a testing body recognised on the market and appropriate for that particular subject of the Order / Agreement. The costs of test shall be covered by the Party whose position in the dispute is found to have no grounds.
- 7.14. In the case of recognised complaints, if additional claims are brought by the Buyer, they shall be satisfied by the Seller. This relates in particular to costs incurred in connection with replacement or removal of defects in Products, their disassembly, transport and re-assembly, and the amount by which the price has been reduced, and loss of profit.

8. CONTRACTUAL PENALTIES

- 8.1. Unless the Agreement provides otherwise, the Buyer shall be entitled to demand that the Seller pay contractual penalty in the event of:
 - a. delay in the delivery of Products, in the amount of 1% of gross value of the undelivered Products specified in the invoice, for every day of delay;
 - b. delay in complaint handling, in the amount of 1% of gross value of the Products under complaint for every day of delay counted from the day specified in sec. 7.4 of the GTP.
 - c. in the event of a breach of provisions specified in sec. 11.1-11.3 of the GTP, the Buyer shall have the right to demand that the Seller pay contractual penalty in the amount of PLN 50,000.00 per every identified breach.

- 8.2 The Buyer may also claim supplementary damages in accordance with the general rules specified in the civil code, in excess of the aforementioned contractual penalties specified. The Seller shall pay any contractual penalties within 7 days of being requested to do so, and the Buyer shall be entitled to set contractual penalties off against the Seller's claims.

9. INSURANCE

- 9.1. The Seller represents that he has taken out appropriate liability insurance covering the performance of the Agreement within the scope of the conducted business, and that the policy has been paid for in full.
- 9.2. Minimum sum insured and the terms and conditions of the policy should protect the Seller against any risks or liability under the Order / Agreement concluded with the Buyer.
- 9.3. At the Buyer's request the Seller shall present a copy of the policy and confirmation of premium payment specified in sec. 9.1 above.
- 9.4. If the Seller is entrusted with a product owned by the Buyer and necessary for the performance of the Order/Agreement, the Seller must have appropriate insurance in place for such entrusted product.

10. WITHDRAWAL

- 10.1. The Buyer shall have the right to terminate the Order / Agreement without notice for good cause.
- 10.2. Good cause shall be in particular a breach of obligations by the Seller that has not been rectified within the time period specified by the Buyer, or a situation in which the purchase or use of Products is or will be entirely or partially prohibited by the applicable laws.
- 10.3. If the Buyer terminates the Order / Agreement for a good cause, the Seller shall have no right to any further claims for damage, compensation of costs, or payment of remuneration.

11. CONFIDENTIALITY

- 11.1. The Parties agree to maintain confidentiality of the commercial and technical information obtained in the course of business relations, and not release it to third parties.
- 11.2. Technical documentation along with all of its contents, including drawings, provided by the Buyer for production purposes, remains the property of the Buyer and is legally protected in accordance with the applicable provisions of law, in particular the Copyrights and Related Rights Act of 4 February 1994 (as amended). The Seller shall secure the documentation against access by third parties (unauthorised persons) and may use it only for the purpose of performance of the Buyer's Orders, including in particular, the Seller may disclose technical documentation to the instrumentation manufacturers provided they are contractually bound to secure the documentation against unauthorised access, and not disclose it further. The Buyer shall enjoy copyright protection within the scope corresponding to the content of the Products technical documentation provided by the Buyer. The content of the documentation constitutes confidential information. The Seller shall protect documentation against access by third parties, and use it only for the purpose of performance of the Order.
- 11.3. The Seller grants the Buyer exclusivity for the purchase of Products when production is launched on the basis of design drawings provided and approved by the Buyer.

12. FORCE MAJEURE

- 12.1. Neither of the Parties shall be considered at fault for non-performance of its duties in the event one of them is affected by force majeure.
- 12.2. The following shall be considered as force majeure events: strikes, lockouts, fire, flood, epidemics and their consequences, including administrative consequences of epidemics, government orders and other similar circumstances that could not have been foreseen prevented by the parties at the time the Agreement was concluded, which preclude the performance of contractual obligations.
- 12.3. The Party affected by force majeure event should notify the other party in writing immediately, but not later than within ten days of learning of such events, about their occurrence and the anticipated duration or cessation. Facts referred to in the notice should be confirmed by a relevant institution.
- 12.4. If the duration of a force majeure event prevents the performance of obligations under the Order/Agreement for a period of more than 30 calendar days, the Parties will jointly agree on the further course of action in order to meet the contractual obligations.
- 12.5. If as a result of force majeure the performance of obligations of a Party is delayed by more than 8 weeks, the other Party shall have the right to withdraw from the Order/Agreement without legal consequences.

13. DISPUTES

- 13.1. Disputes concerning to interpretation or performance of the Order / Agreement and the GTP shall be settled by the Polish common court of competent venue by reason of place for the Buyer's registered office.
- 13.2. Matters not provided for in these GTP, the Order / Agreement shall be governed by Polish provisions of law to the exclusion of the provisions of the UN Convention on contracts for the international sale of goods of 11 April 1980.
- 13.3. These GTP exclude the application of any general terms and conditions of sale of the Seller, regardless of their name or form. Where parallel clauses are used by the Seller, the GTP shall prevail at all times, to which the Seller agrees.

14. PERSONAL DATA

- 14.1. Pursuant to Article 4, item 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), hereinafter referred to as the GDPR, the Parties, as personal data controllers:
- a. shall, in accordance with Article 6, items 1 (c) and (f) of the GDPR, make available to each other their personal data and the personal data of their representatives essential to business contacts for the purpose of performing the subject of the

Agreement. The Parties shall process such data of their representatives, employees and associates as are indispensable to the performance of this Agreement and made available on the basis thereof, in particular, given names and surnames, the positions the data subjects hold and their contact data, which is to say, phone numbers and e-mail addresses. The provision of the data is voluntary; however, not providing them will render the conclusion of the Agreement impossible;

- b. shall provide notification to the effect that each Party has the right, at any time, to object to the processing of their data and that of their representatives, the basis of which is Article 6, item 1 (f) of the GDPR, namely, for the purposes of legitimate interests pursued by the Parties e.g. additional contact on current matters;
 - c. shall undertake to process the personal data they make available to each other in accordance with the generally applicable laws protecting the rights of the data subjects;
 - d. shall declare that they employ security measures which meet the requirements of the GDPR and, in particular, those set out under Article 32 thereof;
 - e. shall undertake to comply with the obligations set out under Articles 13 and 14 of the GDPR in respect of the data subjects affected by the provisions of law. As far as ALUPROF is concerned, information arising from Articles 13 and 14 of the GDPR can be found at "<https://aluprof.com/en/company/rodo>".
 - f. shall undertake to apply due diligence when processing the personal data provided to them.
- 14.2. Buyer hereby notifies that, in order to obtain information concerning the processing of personal data by Buyer, it is possible to contact the Buyer Data Protection Officer at iod_aluprof@grupakety.com.

15. OBLIGATIONS REGARDING SANCTION LEGISLATION

- 15.1. The Seller commits to abide by the regulations imposing economic sanctions passed by Poland, European Union, Great Britain, USA, United Nations, or country in which the Seller has its registered office or place of business; the commitment refers also to entering into contractual relations with entities on which sanctions were imposed based on the aforesaid regulations.
- 15.2. Moreover, the Seller commits to immediately notify the Buyer about:
- a. initiation of proceedings with regard to imposing economic sanctions against the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, or United Nations;
 - b. initiation of proceedings with regard to breaching the regulations imposing economic sanctions against the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, United Nations, or country in which the Seller have their registered office or place of business;
 - c. imposing economic sanctions on the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, or United Nations;
 - d. imposing penalties for breaching the regulations imposing economic sanctions, including international sanctions imposed by the country in which the Seller have their registered office or place of business, on the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner.
- 15.3. Depending on the agreement, the Buyer reserves the right to withdraw from the agreement binding between the parties in whole or in part, or to terminate the agreement with immediate effect if:
- a. economic sanctions are imposed on the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, or United Nations;
 - b. penalties for breaching the regulations imposing economic sanctions, including international sanctions imposed by the country in which the Seller have their registered office or place of business, are imposed on the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner;
 - c. initiation of proceedings to impose economic sanctions on the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, or United Nations;
 - d. proceedings with regard to breaching the regulations imposing economic sanctions are initiated against the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, by Poland, European Union, Great Britain, USA, United Nations, or country in which the Seller have their registered office or place of business;
 - e. the Seller or their beneficial owner, or any entity in the chain of ownership between the Seller and the beneficial owner, try to bypass the regulations imposing economic sanctions adopted by Poland, European Union, Great Britain, USA, United Nations, or country in which the Seller have their registered office or place of business.
- 15.4. A beneficial owner is understood to be any physical person having direct or indirect control over the Seller by way of the rights possessed and resulting from legal or actual circumstances, which enable exerting a decisive influence on the activities or actions undertaken by the Seller, or any natural person, on behalf of whom the economic relations are established or an ad-hoc transaction is carried out.
- 15.5. Sanctions are understood to be any limitations imposed by countries or international organisations resulting in a ban on entering into certain transactions, making financial transfers, importing or exporting, limits in travelling, or freezing assets.

16. FINAL PROVISIONS

- 16.1. All orders, confirmations, notifications, declarations and amendments to the Order/ Agreement shall be in writing or in document form, otherwise null and void.
- 16.2. The Parties agree that without prior consent of the Buyer expressed in writing, otherwise null and void, the Seller may not transfer the rights under the Order / Agreement to other persons. In no case may third parties invoke rights resulting from the provisions concluded between the Seller and the Buyer.
- 16.3. The Seller acknowledges its understanding of the reporting requirements outlined in EU Regulation 2023/956, enacted by the European Parliament and Council on 10 May 2023, which establishes the Carbon Border Adjustment Mechanism (CBAM). This also includes the Commission Implementing Regulation (EU) 2023/1773 of 17 August 2023, which specifies rules for

applying the aforementioned regulation, particularly concerning reporting duties during the transitional period for the CO2-intensive border price adjustment mechanism.

- 16.4. The Seller agrees to provide the Buyer with all necessary information for compiling reports on goods subject to the CBAM. This includes data on emissions embedded in goods imported into the EU. The Seller shall furnish this information using a form provided by the Buyer.
- 16.5. Any change of these GTCs shall enter into force on the day it is made available on the Buyer's website at "<https://logistyka.aluprof.com/en>".