

General Terms and Conditions of Sale and Delivery of Goods Aztec International S.A.

1. General provisions

1.1. The General Terms and Conditions of Sale and Delivery of Goods of Aztec International S.A., hereinafter referred to as the "General Terms and Conditions", define the rules for concluding sales transactions and delivering goods between Aztec International S.A. and the Customer, hereinafter referred to as the Parties, unless expressly agreed otherwise in a separate written agreement under pain of nullity.

1.2. For the purposes of these General Terms and Conditions, the Customer shall be understood as a natural person, a legal person or an organizational unit without legal personality, to which the law grants legal capacity, purchasing products from Aztec International S.A. for business purposes, and who is not a consumer.

1.3. These General Terms and Conditions constitute an integral part of all agreements between Aztec International S.A. and the Customer regarding the sale and delivery of goods and supersede all prior agreements, arrangements, and understandings between Aztec International S.A. and the Customer in this regard. These General Terms and Conditions also prevail over any other general terms and conditions applied by the Customer.

1.4. Any deviations from the General Terms and Conditions are binding only after their approval in writing by Aztec International S.A. under pain of nullity.

1.5. All drawings, photographs, graphics, price offers, and other documents related to Aztec International S.A.'s products and commercial activities are subject to intellectual property protection, regardless of whether these materials are transferred to the Client. Therefore, the above-mentioned materials may not be copied or transferred to third parties without the prior written consent of Aztec International S.A., under pain of nullity.

1.6. The Customer is obligated to familiarize themselves with these General Terms and Conditions. Acceptance of the Order Confirmation by the Customer signifies that the Customer has familiarized themselves with these General Terms and Conditions and accepts them in their entirety, unless the Parties agree otherwise in writing under pain of nullity.

2. Order, order confirmation

2.1. Aztec International S.A. sells its products, the prices of which are included in currently valid price offers. Aztec International S.A. reserves the right to change its price list without the Customer's consent, at any time. The Customer will be informed in advance of any changes to the current price offers. Price changes do not apply to prices of orders that have already been confirmed.

2.2. The sale of Aztec International S.A. products is based on an order placed by the Customer.

2.3. Orders must be submitted at least in document form to the e-mail address sales@aztec-international.eu.

2.4. All oral declarations and arrangements will be valid only after being confirmed at least in documentary form, under pain of nullity, by an employee of the Sales and Customer Service Department of Aztec International S.A.

2.5. Minimum order quantity („MOQ")

- in the case of the painting service alone, it is 5,000 pieces
- in the case of purchasing Aztec International S.A. screws, the amount is 10,000 pieces

Aztec International S.A. reserves the right to change the minimum order quantity at any time.

2.6 When placing an order, the Customer is obligated to ensure the accuracy of the information contained in the order specifications and to provide Aztec International S.A. with the information necessary to accept the order for fulfillment. The Customer's order should include, in particular:

- name of the ordered product and its quantity;
- billing information (full name and address of the Customer);

Aztec International Spółka Akcyjna, Sąd Rejonowy w Poznaniu; VIII Wydział Gospodarczy KRS; numer KRS 0000311478; kapitał zakładowy 3.414.667,00 zł wpłacony w całości, numer NIP 787-19-22-976; numer REGON 634231705

- delivery address;
- contact person's surname and phone number/e-mail address;
- Tax Identification Number (for domestic customers) or active EU VAT (for customers from the European Union).

2.7. After placing the order, the Customer will receive from Aztec International S.A., at least in documentary form, an Order Confirmation containing, among other things, the specification of the ordered goods, the price and information on the delivery date, and in the case of prepayment – a proforma invoice.

2.8 After receiving the Order Confirmation, the Customer is obliged to check the accuracy of the data contained therein, in particular the specifications of the ordered goods and the delivery address.

2.9. The order is accepted for execution upon receipt by Aztec International S.A. of the Customer's acceptance in the form of:

2.9.1. signed copy of the Order Confirmation sent by e-mail to sales@aztec-international.eu

2.9.2. statement in the e-mail message that the Customer accepts the terms and conditions of the order as presented in the Order Confirmation (documentary form).

2.10 The Customer's acceptance of the Order Confirmation should take place at least in documentary form within 48 hours of its receipt, so that the arrangements contained therein are binding on the Parties.

3 Order cancellation

3.1 The order may be cancelled by the Customer only if it has not been previously confirmed by the Customer (point 2.7.).

3.2 To cancel an order that has already been confirmed and accepted for fulfillment, the Customer must obtain the consent of Aztec International S.A., at least in written form, under penalty of nullity. In the event of total or partial cancellation of an order that has already been processed, the Customer will be obligated to cover the costs incurred by Aztec International S.A. in connection with the fulfillment of that order.

4 Price

4.1 Prices given in price offers do not include VAT.

4.2 The product prices given in the Order Confirmation do not include the costs of delivery of the goods to the Customer (transport costs) and other additional costs.

If the order is shipped to the customer on a euro pallet, the cost of the pallet will be added to the invoice. The pallet price depends on the current market price and is subject to change, of which the customer will be informed.

4.3 Unless expressly agreed otherwise, at least in documentary form under pain of nullity, all price offers sent by Aztec International S.A. shall be treated as invitations to submit offers, which are valid for a period of 1 month.

5 Order completion date

5.1 The delivery date specified in the Order Confirmation is contractual and may change for reasons beyond the control of Aztec International S.A., for example, in the event of a delay in the delivery of materials by suppliers. The Customer will be notified immediately of any change in the order delivery date; however, a change in the delivery date does not entitle the Customer to cancel the confirmed order.

6 Delivery of goods, transport risks, liability of Aztec International S.A.

6.1 Goods are delivered EX Works Tarnowo Podgórne (Incoterms® 2020). Delivery of goods takes place when the ordered goods are made available at the registered office of Aztec International S.A. to the Customer or the Carrier indicated by the Customer.

6.2 Aztec International S.A. may arrange delivery of goods via a carrier designated by the Customer. The cost of transportation, any insurance, and any additional costs associated with the delivery of goods are borne by the

Customer and will be added to the invoice

6.3 Aztec International S.A. is not liable for any damage caused during transport and is not responsible for any delays in delivery resulting from the fault of the indicated Carrier.

6.4 The liability of Aztec International S.A. for all damages caused by non-performance or improper performance of the contract (order) by Aztec International S.A. is limited to the total net price included in the Order Confirmation accepted by the Customer, unless Aztec International S.A. has caused the damage to the Customer intentionally.

7 Payment terms

7.1 Payment terms are specified in the Order Confirmation. The Customer may be required to pay a deposit for the ordered goods. The deposit amount will be detailed in the Order Confirmation.

7.2 The Customer is obligated to make payments on time. Failure to pay by the due date will result in interest accruing for each day of delay in accordance with applicable law.

7.3 Aztec International S.A. has the right to suspend the execution of the Customer's remaining orders until the unpaid amounts have been settled in full.

8 Complaints

8.1 Aztec International S.A. is obliged to deliver the goods to the Customer in the ordered quantity and quality corresponding to the previously presented technical specifications.

8.2 Any defects in the goods caused by the fault of Aztec International S.A. entitle the Customer to request replacement of the defective goods. If replacement of the defective goods is not possible, the Customer is entitled to a refund of the amount paid – equivalent to the value of the defective goods.

8.3 The customer is obliged to immediately check each delivery of goods for:

- 8.3.1 Quantity - a document containing detailed information on the quantity and packaging of the delivered goods is the Packing List (for goods delivered on pallets) or EOR document (for goods delivered in parcels). These documents are attached to each delivery and should be used by the Customer to inspect the delivered goods.

The customer is obliged to check in particular whether the number of collective packages on the pallet is consistent with the information provided on the Packing List document.

Pallets and collective packaging must be checked for completeness during unloading, in the presence of the carrier. If any missing quantities are found on pallets or in the number of collective packaging, regardless of the Complaint, appropriate information must be included on the carrier's bill of lading and a photograph of the pallet containing the discrepancy must be taken. Failure to do so will result in the inability to file a Complaint.

- 8.3.2 Quality.

8.4 Complaints, both qualitative and quantitative, regarding Aztec International S.A. products will be considered on the basis of the Customer's complaint notification ("**Complaint Notification**"), the content and form of which should be consistent with point 9 of these General Terms and Conditions.

8.5 Complaints regarding quantity shortages in the delivery must be reported immediately after receipt of the goods, no later than 1 business day from the date of delivery.

Complaints regarding quantity shortages in the delivery, in the case of which it was impossible to carry out a quantity check during unloading in the presence of the carrier, must be reported within 3 working days from the date of delivery (this does not apply to quantity shortages on pallets and collective packaging, to which the previous paragraph of this point applies).

8.6 After the deadline for filing a complaint, the delivery will be deemed to be in accordance with the order and the Customer loses the right to file a complaint, the right to request completion of the delivery and the rights referred to in point 8.2.

8.7 Aztec International S.A. is not liable for defects arising during use and/or application of the product contrary to the manufacturer's recommendations and the technical specifications of the product.

8.8 Goods with signs of use or soiling are not returnable. Returns are accepted only in clean and undamaged packaging, within 7 days of purchase (this provision applies to the purchase of Master Flash® sealing collars).

9 Content and form of the Complaint. Complaint procedure

9.1 Complaints must be submitted in written form to be valid. Complaints should be submitted to the following email address: sales@aztec-international.eu

9.2 A complaint should contain at least the following information:

- 9.2.1 Name of the ordered goods covered by the complaint;
- 9.2.2 Order or invoice number;
- 9.2.3 Packing List or EOR document;
- 9.2.4 Copy of bill of landing;
- 9.2.5 Delivery date;
- 9.2.6 Description of the non-compliance with the order (in particular, indicating whether the complaint concerns the quantity of the goods delivered or their quality);
- 9.2.7 Quantity of damaged or missing goods;
- 9.2.8 photos of the damaged goods and packaging with visible damage (in the case of a quality complaint);
- 9.2.9 photos of the pallet or packaging in which the ordered goods are missing;
- 9.2.10 signed goods receipt protocol by the driver with a note about damaged goods or missing goods;
- 9.2.11 other evidence of non-compliance of the ordered goods with the order, which may be necessary to consider the complaint;
- 9.2.12 proposed solution (e.g. replacement of goods, replenishment of delivery, refund).

9.3 Aztec International S.A. will confirm receipt of the Complaint within two business days of its submission. If additional information or documentation is required, Aztec International S.A. will immediately notify the Customer.

9.4 Aztec International S.A. after receiving a complete Complaint Notification, taking into account the second sentence of point 9.3, Aztec International S.A. will begin reviewing the Complaint Notification. Review may take up to 7 business days. During review, Aztec International S.A. may request additional information or documentation from the Customer, including photos. The review period may be extended, for example, if the situation needs to be clarified with the shipping company. In such a case, the Customer will be informed of the need to extend the review period.

9.5 After positive verification of the Complaint, Aztec International S.A. will propose, in particular, one of the following solutions:

- 9.5.1 Replacement of damaged goods with new ones or replenishment of missing goods – with the next delivery;
- 9.5.2 Refund if the goods cannot be replaced or restocked.

9.6 If the complaint requires the return of damaged goods, the Customer will be informed of the return method and address. Return shipping costs are covered by Aztec International S.A.

9.7 The agreed solution to the complaint will be implemented within 14 business days from the date of agreement, unless another deadline is agreed at least in documentary form or the implementation of the agreed

solution within this deadline is not possible for reasons beyond the control of Aztec International S.A.

9.8 Any questions or concerns regarding the complaints process should be directed to the following email address: sales@aztec-international.eu

9.9 Incomplete complaints may be rejected.

9.10 This Section 9 does not limit any of the Customer's obligations set out in Section 8.

9.11 Sections 8 and 9 of these General Terms and Conditions do not exclude or limit any rights the Customer may have under mandatory provisions of law.

10 Force majeure

10.1 Each Party shall be liable for non-performance or improper performance of obligations arising from these General Terms and Conditions and the provisions of Polish law.

10.2 Neither Party shall be liable for non-performance or improper performance of its obligations resulting from force majeure.

10.3 The term "force majeure" means any event that could not be foreseen or whose consequences could not be prevented even with due diligence, and whose occurrence prevents the fulfillment of mutual obligations. Force majeure events under these General Terms and Conditions include, in particular: strikes, natural disasters, extreme weather conditions and other natural disasters, legislative changes, wars or acts of terrorism, as well as delivery delays caused by or affecting suppliers and carriers, etc.

11 Final provisions

11.1 These General Terms and Conditions are effective from 7 October 2025 and are available to Customers on the website www.aztec-international.eu and at the registered office of Aztec International S.A. in Tarnowo Podgórne, ul. Sowia 13C.

Any changes made to these General Terms and Conditions will take effect immediately from the date of their publication on the Aztec International S.A. website.

11.2 These General Terms and Conditions are governed by Polish law. In all matters not regulated by these General Terms and Conditions, the relevant provisions of the Civil Code and other generally applicable Polish laws shall apply.

11.3 Any disputes arising from these General Terms and Conditions will be resolved amicably. If an amicable resolution is not possible, they will be subject to the jurisdiction of Polish courts, with the competent court having jurisdiction over the registered office of Aztec International S.A.

11.4 These General Terms and Conditions have been prepared in two language versions: Polish and English. In case of any ambiguity, the Polish version shall prevail.