General Terms and Conditions of Sale of DFM Europe sp. z o.o.
Version EN-2.1 dated 01 June 2026.

I. Preliminary provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") shall apply to contracts concluded by DFM Europe Sp. z o.o. with its registered office in Gdańsk 80-307, ul. Antoniego Abrahama 1A, entered in the Register of Entrepreneurs of the National Court Register under KRS No. 0000665090, with a share capital of PLN 690,000.00, tax identification number (NIP) 8762468065 and business registration number (REGON): 366624352 (hereinafter referred to as "DFM Europe").

2. The GTCS constitute an integral part of all Contracts concluded by DFM Europe with entities conducting business activity (hereinafter referred to as the Buyer), irrespective of the manner in which the Contract is concluded, unless DFM Europe expressly excludes the application of the GTCS, in whole or in part, in writing with respect to a specific Contract. If the GTCS are partially excluded in relation to a given Contract, they shall continue to apply to that Contract to the remaining extent. In the absence of an express exclusion of the GTCS in relation to a given Contract, where the Contract contains provisions inconsistent with the GTCS, the provisions of the Contract shall prevail, and the GTCS shall apply to the extent not inconsistent with the contract.

3. Whenever DFM Europe refers to the "GTCS" in any Contract or other document, such reference shall mean GTCS PL-2.1 dated 01 June 2026.

4. The GTCS constitute an integral appendix to Contracts, including sales contracts, supply and installation contracts, repair contracts and other contracts concluded for the sale of goods and/or the provision of services. In the absence of a separate Contract, the GTCS shall constitute an integral part of the Order Confirmation.

II. Terms and conditions governing the conclusion of the Contract between DFM Europe and the Buyer

1. The Parties shall, in each case, execute either an Order Confirmation constituting a simplified Sale and Purchase Contract or an extended Contract specifying the rights and obligations of the Parties (hereinafter collectively referred to as the "Order Confirmation"), setting out the detailed specification of the products ordered and the terms of purchase and sale, including payment terms, warranty provisions and applicable VAT rates. The Order Confirmation accepted by both Parties shall constitute a binding document reflecting the final oral and written arrangements between DFM Europe and the Buyer, whether in descriptive and/or tabular form, specifying in particular the names of the goods, their parameters and specifications, quantities, unit prices, and the delivery date for the entire delivery or, where applicable, for individual batches. Where necessary, the Order Confirmation may be accompanied by technical drawings, product data sheets and other documents.

2. The Order Confirmation referred to in section II.1. above must in each case be accepted by duly authorised persons (as indicated in the relevant register or holding an appropriate power of attorney or other authority arising from their position within the Buyer's organisation). Order Confirmations, Contracts, authorisations and other arrangements sent from the Buyer's e-mail address shall result in the Buyer assuming responsibility for such arrangements.

3. Failure by the Buyer to accept the Order Confirmation referred to in sections II.1-II.2 above shall be deemed equivalent to the rejection of the order and shall not constitute a breach of any other Contracts concluded between DFM Europe and the Buyer, nor shall it give rise to any adverse consequences or liabilities on the part of DFM Europe.

4. All connections, commissioning and configuration of electric locks, electric strikes, sensors, reed switches, actuators, drives and other electrical equipment, including the installation of wiring to the doors and on-site testing, shall remain the responsibility of and within the scope of the Buyer, and DFM Europe shall bear no liability for such activities.

5. Any information other than that contained in the Order Confirmation, in particular concerning prices, product availability and deadlines, is provided for information purposes only and shall not constitute an offer within the meaning of the Polish Civil Code.

6. The Parties undertake not to disclose, transfer or use any information concerning the other Party, obtained during their cooperation, in particular information constituting a trade secret as defined in Article 11(4) of the Polish Act of 16 April 1993 on Combating Unfair Competition, information comprising all technical information and know-how related to the subject matter of the other Party's business activity, information concerning market rates applied by the other Party, data concerning the other Party's clients, collaborators and suppliers, as well as information regarding rebates, margins, discounts, bonuses and similar benefits. Unless otherwise agreed by the Parties, this obligation shall remain in force throughout the term of the cooperation and for a period of three (3) years following its termination.

7. Any assortment not expressly specified in the Order Confirmation, including components of the goods, accessories or other cost items (e.g. opening measurements, transport costs or assembly), is not included in the price and may be supplied or performed by DFM Europe on terms and at prices separately agreed by the Parties.

8. Obvious typographical, printing, clerical, accounting or other similar errors in documents issued by DFM Europe may be corrected by DFM Europe at any stage of the performance of the Order Confirmation and shall not constitute an amendment to the terms thereof. The Buyer shall not be entitled to assert any claims against DFM Europe in this respect.

III. Prices and payment terms

1. The price of the ordered goods and the terms of payment shall be specified by DFM EUROPE in the Order Confirmation referred to in sections II.1-II.2. Prices are stated exclusive of VAT, to which VAT shall be added at the applicable rate. If the VAT rate changes between the date on which the price is determined by DFM Europe and the date of issuance of the VAT invoice, the Buyer shall be obliged to pay the price taking into account the modified VAT rate.

2. In the event of payment arrears on the part of the Buyer (or entities affiliated with the Buyer through personal, capital or organisational links) towards DFM Europe, DFM Europe may suspend the performance of Order Confirmations until such arrears have been settled.

3. VAT invoices issued by DFM Europe following delivery of the goods to the Buyer shall constitute the basis for payment. Under Ex Works terms (or where the delivery terms are changed to Ex Works during the performance of the Contract), DFM Europe shall be entitled to issue an invoice upon delivery of the goods or within 14 days of notifying the Buyer that the goods are ready for collection. In the event of a delay in collecting the goods or a delay in providing the delivery address, DFM Europe shall be entitled to issue an invoice upon the expiry of 14 days from the date of notifying the Buyer that the goods are ready for collection. Such notification may be made by e-mail or telephone. Payment shall be made by bank transfer to the bank account indicated on the invoice. The payment date shall be deemed to be the date on which the transferred funds are credited to DFM Europe's bank account.

4. In addition to any other claims and entitlements available under generally applicable law and these GTCS, in the event of delay in payment or non-payment by the Buyer, DFM Europe shall be entitled to claim statutory interest for delay in commercial transactions and

DFM Europe sp. z o.o. | ul. Antoniego Abrahama 1A | PL-80307 Gdańsk, Poland
KRS: 0000665090 | EU tax number (VAT): PL8762468065 | REGON: 366624352
www.dfm-europe.eu

compensation for debt recovery costs as defined in the Polish Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions.

5. DFM Europe shall retain title to the goods until the Buyer has paid the purchase price in full. In the event of a delay in payment, DFM Europe may, at its sole discretion, demand payment of the full price or the return of the goods delivered to the Buyer. Full payment for the delivered goods shall also constitute one of the conditions for the performance by DFM Europe of its obligations under the warranty referred to in Section V of the GTCS.

6. Any objections raised by the Buyer regarding the quality or timeliness of the performance of the Contract shall not constitute grounds for withholding payment of the price for the goods delivered or installed. Any objections must be reported within no more than 3 business days from the date of delivery or collection (under Ex Works conditions). Failure to report any non-conformities within this period may result in the complaint not being accepted by DFM Europe.

IV. Delivery of ordered goods

1. The dates and terms of delivery of the ordered goods shall be specified in the Order Confirmation referred to in section II.12. The Buyer shall be obliged to designate in writing (by e-mail) the person authorised to acknowledge receipt of the goods at the place of delivery and to ensure the unloading of the delivered goods. Where transport is organised by the Buyer (Ex Works), the Buyer shall be obliged to provide, in writing (by e-mail) and prior to loading, the driver's full name and the registration number of the truck and trailer. Immediately upon delivery, the Buyer shall be obliged to inspect the delivered goods, and any discrepancies or damage to the packaging must be recorded on the delivery document (CMR, waybill, WZ document or Shipping List) and documented by photographs taken on the vehicle before and after unloading, together with a detailed description. In addition, no later than within 3 business days from the date of delivery or collection (under Ex Works conditions), the Buyer shall be obliged to inspect the goods in detail and report any reservations, including quantity discrepancies. Failure to report any reservations within the above period shall be deemed acceptance of the goods without reservations.

2. In the case of orders requiring prepayment or in the situation referred to in section III.2, the lead time for the Buyer's order shall be calculated from the date on which the prepayment is credited to DFM Europe's bank account or the arrears are settled. In all other cases, the lead time shall be calculated from the date on which DFM Europe receives the Order Confirmation accepted by the Buyer and all technical details have been clarified.

3. If it is not possible to specify the delivery date in the Order Confirmation, such date shall be determined by DFM Europe during the execution of the order. Irrespective of how the delivery or collection date is determined, it shall be indicative only and based on DFM Europe's experience. Any change to the delivery date (whether by bringing it forward or postponing it) shall not constitute a breach of the Contract and shall not require any amendment to the Order Confirmation. Any change to the delivery date shall not entitle the Buyer to challenge, terminate or withdraw from its obligations under the Order Confirmation. The Buyer shall not be entitled to assert any claims arising from changes to the delivery date. The risk of loss of or damage to the goods shall pass to the Buyer upon delivery of the goods or upon their release to the entity designated by the Buyer for transport organised by the Buyer.

4. Notwithstanding section IV.3, DFM Europe shall not be liable for changes to deadlines or for non-performance of obligations arising from the Order Confirmation due to circumstances beyond DFM Europe's control, including in particular force majeure, understood by the Parties as an unexpected, sudden event of an external nature which could not reasonably have been foreseen and whose effects could not have been prevented, such as violent natural

DFM Europe sp. z o.o. | ul. Antoniego Abrahama 1A | PL-80307 Gdańsk, Poland
KRS: 0000665090 | EU tax number (VAT): PL8762468065 | REGON: 366624352
www.dfm-europe.eu

phenomena, war, serious social unrest, strikes, sudden actions of public authorities (including embargoes, border closures or changes in applicable laws or regulations), restrictions on road or maritime traffic, and any other restrictions preventing DFM Europe from meeting agreed deadlines or performing other obligations.

V. Warranty, statutory warranty and other liability of DFM Europe

1. The warranty for goods and services supplied under the Order Confirmation shall be granted subject to compliance with DFM Europe's Technical and Operating Documentation available at dfm-europe.eu and the warranty conditions applicable to equipment issued by the manufacturers and distributors of such components. The warranty shall apply provided that the full purchase price has been paid, the goods have been correctly installed, and they are used in accordance with their intended purpose and the provisions of the Technical and Operating Documentation (including periodic maintenance and servicing requirements). The standard warranty period shall be 12 months from the date of delivery or release of the goods.

2. DFM Europe's liability under the statutory warranty for defects regulated by the Polish Civil Code is excluded.

3. DFM Europe's liability for non-performance or improper performance of obligations arising from the Order Confirmation shall be limited to actual loss suffered, provided that the upper limit of compensation shall not exceed 10% of the sale price of the goods covered by the Order Confirmation to which such compensation relates. DFM Europe shall not be liable for loss of profits or any other burdens imposed on the Buyer by third parties.

VI. Final provisions

1. DFM Europe does not accept returns of goods resulting from an error in the enquiry or order submitted by the Buyer. If DFM Europe agrees to accept a return, it reserves the right to charge the Buyer for the cost of goods manufactured to the Buyer's individual order, as well as any handling and logistics costs incurred.

2. Matters not regulated by the GTCS shall be governed by the Polish law, in particular the provisions of the Civil Code. Polish law shall govern the interpretation and performance of the Order Confirmation, including these GTCS, the Order Confirmation or any Offer.

3. Any disputes arising out of these GTCS or the Order Confirmation shall first be resolved amicably by the Parties. If the Parties fail to reach an agreement, the dispute shall be resolved by the court having jurisdiction over the registered office of DFM Europe. The Parties shall submit all disputes to the jurisdiction of the Polish courts.

4. If, in connection with an order, it is necessary to process personal data within the meaning of Article 28(3) 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), the personal data processing rules of DFM Europe available at www.dfm-europe.eu shall apply.

5. DFM Europe reserves the right to amend these GTCS at any time; however, the GTCS in force on the date of conclusion of the Contract or execution of the Order Confirmation shall continue to apply to Order Confirmations already concluded.

DFM Europe sp. z o.o. | ul. Antoniego Abrahama 1A | PL-80307 Gdańsk, Poland
KRS: 0000665090 | EU tax number (VAT): PL8762468065 | REGON: 366624352
www.dfm-europe.eu