

GENERAL TERMS AND CONDITIONS
- GENERAL TERMS AND CONDITIONS OF SALE OF SERVICES PROVIDED BY APA -

These General Terms and Conditions of Sale of Services Provided by APA (hereinafter: "GTCS"):

- constitute an element of the General Terms and Conditions of the Agreement (hereinafter: "GTC") in force in the APA,
- have priority over the GTC of the other party to the contract,
- are an integral part of each Offer of APA Sp. z o.o. with its registered office in Gliwice, Tarnogórska 251, 44-105 Gliwice, KRS 0000274779, REGON 240566402, NIP 6312513480 (hereinafter: "APA"), unless the parties have concluded a separate agreement in writing (including with an electronic signature), in which they agreed otherwise.

Definitions

The definitions contained in these GTCS shall have the following meaning:

- End Client – a third party being a party to the agreement with the Employer, in a situation where the Employer acts as the main contractor of work for the End Client, and APA is a subcontractor of the Employer;
- Offer – an offer of APA containing a detailed description of the goods and/or services offered by APA, constituting the Subject of the Agreement;
- Acceptance Report – a document confirming the delivery of the Subject of the Agreement in accordance with the Offer, entitling APA to issue a VAT invoice for the performance of the Subject of the Agreement;
- Subject of the Agreement – any services/goods provided by APA on the basis of the Offer;
- Agreement – means an agreement concluded between APA and the Ordering Party on the basis of the accepted APA Offer and these GTCS, or on the basis of a separate, written agreement signed by APA and the Ordering Party, to which these GTCS apply;
- Ordering Party – the other party to the agreement, an entity that is not a consumer within the meaning of Article 22(1) of the Polish Civil Code, ordering APA goods and/or services on the basis of the Offer.

Agreements

1. The APA allows for the conclusion of the Agreement by:
 - a. placing an order on the basis of the Offer,
 - b. e-mail confirmation of the conditions contained in the Offer by the Ordering Party,
 - c. signing a separate Agreement.
2. In the event of acceptance of the Offer with reservations and/or modifications to which APA has not given its prior written consent, APA is entitled to withdraw the Offer or withdraw from the Agreement.
3. The APA is bound by the GTC/GTC/GTC of the Ordering Party only to the extent that they are consistent with these GTCS or if the APA has undertaken in writing to apply other terms and conditions than those specified in these GTCS.
4. Acceptance of the Offer constitutes acceptance of these GTCS.

Performance of the Subject of the Agreement

5. APA reserves the right to perform the Subject of the Agreement with the help of subcontractors.
6. Contractual penalties reserved in the event of non-performance or improper performance of the obligation by APA may not exceed the actual damage suffered by the Employer.
7. Notwithstanding the above – APA's liability for damages in connection with the performance of the Subject of the agreement is limited to the value of the Subject of the agreement.
8. Settlement with APA is based on a VAT invoice with a 14-day payment term.
9. APA reserves the right to adjust its remuneration in particular when the deadline for the performance of the Subject of the contract is extended or the Subject of the contract is changed or modified by the

Ordering Party.

10. APA has the right to charge the Ordering Party with additional costs incurred in connection with the performance of the Subject of the Agreement.
11. Any (including informal) change in the terms of the Agreement resulting in the need to perform works that were not provided for in the Offer will involve additional settlement, taking into account the size of the work performed by APA.
12. Each time the scope of work changes, the deadline for the performance of the Agreement is postponed by the time necessary for the performance of the additional scope by APA.

Quality guarantee / warranty

13. In the case of sale of certain goods by APA, the provisions of the Polish Civil Code regarding warranty and guarantee are modified in such a way that in professional trade the provisions of the Polish Civil Code on warranty for defects are excluded, and the warranty period indicated in the agreement results in the possibility of demanding from APA the repair of the goods, and in the event of five unsuccessful repairs, demanding the return of the goods free of defects. If it is not possible to exchange the goods for a new one, the buyer may demand a refund of the purchase price from APA, however, APA has the right to reduce the price, taking into account the level of wear and tear and the period of use of the item.
14. APA provides a warranty for the Subject of the Agreement on the basis of the General Terms and Conditions of Guarantee applicable in APA.

Ownership of objects and rights

15. All items (hardware / products / software / materials, etc.) manufactured or purchased by APA as part of the performance of the Agreement remain the property of APA until the full (100%) payment of the price for the performance of the Subject of the Agreement, even if they have already been handed over to the Ordering Party and/or the End Customer.
16. The risk related to the loss of items, their destruction and the risk related to any possible damage after the items are handed over by APA to the Ordering Party or the end customer - is borne by the Ordering Party.
17. Until the transfer of ownership in the manner described above, it is possible for the Ordering Party or the End Client to perform work with the use of these items on the following terms:
 - a. warehousing / storage / transport, during which the Ordering Party is responsible for the proper protection of these items and possible damage;
 - b. The Ordering Party shall ensure that the party with whom the items are located will make the items owned by APA available to APA at any request of APA;
 - c. The APA may at any time stipulate that the items may not be used without the consent of the APA.

Receipt of the Subject of the Agreement

18. If APA applies for acceptance of the Subject of the Contract, the Ordering Party is obliged to proceed with the acceptance of the works and sign the Acceptance Report within 7 working days from the request.
19. The above obligation rests with the Ordering Party regardless of any circumstances - in particular regardless of the acceptance of the works by the Ordering Party's end customer. An APA request may be an e-mail addressed to a person authorized on behalf of the Ordering Party to contact in matters related to the performance of the Agreement.
20. If the Ordering Party does not proceed with the acceptance of APA works on the terms described above, APA is entitled to unilateral acceptance and preparation of a unilateral Acceptance Report.
21. Unilateral acceptance of the work performed by APA in the performance of the Subject of the Agreement entitles APA to issue a VAT invoice and demand payment.

Marketing consent

22. The Ordering Party agrees to be indicated by APA as a contractor on information, commercial and marketing materials, including on the APA website. The consent also includes the right to place the name, logo or trademark of the contractor or its affiliates in these places.
23. The Ordering Party has the right to withdraw this consent in writing under pain of nullity. Withdrawal of consent by the counterparty does not impose an obligation on APA to withdraw printed materials already placed on the market.

Information on the processing of personal data

24. In execution of the information obligation resulting from the content 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 (hereinafter referred to as GDPR), APA informs that the administrator of personal data of all entities maintaining business relations with APA is APA spółka z ograniczoną odpowiedzialnością with its registered office in Gliwice (44-105) at 251 Tarnogórska Street, registered in the 10th Commercial Division of the National Court Register of the District Court in Gliwice under KRS number: 0000274779.
25. Contact details of the administrator: address:
 - a. 251 Tarnogórska Street, 44-105 Gliwice
 - b. e-mail: rodo@apagroup.pl;
 - c. phone: 32 231 64 43
26. All personal data provided to APA are protected in accordance with the Polish Personal Data Protection Act of 10 May 2018 and in accordance with the GDPR – and are not processed for any purposes other than those related to the performance of the Agreement.
27. Personal data is processed by APA: in accordance with applicable law,
 - a. to the extent necessary for the APA to perform the order/order or obligations under the Agreement,
 - b. for purposes related to the performance of the obligations incumbent on APA in connection with the performance of the subject matter of the Agreement,
 - c. for the purpose of considering complaints, providing maintenance services and claims under the warranty for defects of the sold item.
28. APA applies technical and organizational measures to ensure the security of the processed personal data provided to APA.
29. The period of data storage by APA is equivalent to the period for which the agreement concluded between APA and the Ordering Party lasts or with the period for which the business relationship between the Ordering Party and APA lasts. After the performance of the Subject of the Agreement, the data is stored for the period of providing maintenance services, the duration of rights resulting from the provisions of the warranty law, and for the duration of the warranty granted by APA, and longer only for the performance of legal obligations incumbent on APA as the administrator of personal data.
30. APA provides each data subject with the right to access the processed data, rectify it, correct it, obtain a copy of the data, request the cessation (deletion) of processing, delete or limit processing, object to processing, as well as to transfer data.
31. Each data subject also has the right to lodge a complaint about unlawful processing of personal data. The competent authority to report personal data breaches is the President of the Office for Personal Data Protection, 1A Stanisława Moniuszki Street, 00-014 Warsaw.

Final provisions

32. All information provided by APA as part of the performance of the Subject of the Agreement is confidential and constitutes a trade secret of APA within the meaning of the provisions of the Polish Act on Combating Unfair Competition of 16 April 1993.
33. Detailed data confidentiality arrangements will be specified by the parties in a non-disclosure agreement (NDA) or in a personal data processing agreement, if necessary/required by applicable law.
34. It is prohibited for the Ordering Party to assign the receivables due to the APA without the express consent of the APA expressed in writing, under pain of nullity (prohibition of assignment).
35. Any disputes arising from the performance of the agreements will be resolved through negotiations, and ultimately by the Court having jurisdiction over the registered office of APA.
36. All agreements concluded by APA with foreign contractors are subject to Polish law, and in case of doubts as to the interpretation of the Agreement drawn up in two language versions - priority is given to the Polish version.
37. In the event of invalidity of any provision of these GTCS, the remaining provisions shall remain in force and the invalid provision shall be replaced by a provision with the wording closest to it.
38. Amendment of the provisions of these GTCS is possible in the event of: (a) changes in market conditions, (b) changes in the law, introduction of new legal regulations, changes in the interpretation of regulations, etc. (c) organizational changes of APA (d) as well as for important reasons related to APA's activities.
39. The content of these GTCS is available on the website of APA <https://apagroup.pl/dokumentacje-prawne/>
40. The amendment to these GTCS is published on the APA website and remains effective until the agreements concluded after the amendments came into force and applies to orders placed after the amendment.

Gliwice, 11 August 2025

Artur Pollak

ARTUR POLLAK
PRESIDENT OF THE MANAGEMENT BOARD OF APA SP. Z O.O.