

General Terms and Conditions of Agreements of **TELE-FONIKA Kable S.A.** No 1/2026 from 10 July 2026

1. Preliminary provisions

1.1. These General Terms and Conditions of Agreements (“Terms and Conditions”) shall apply to agreements (“Agreements”) to sell or supply cables, wires and cable accessories (“Products”) offered or manufactured by TELE-FONIKA Kable S.A. with the seat in Myślenice (code: 32-400) at ul. Hipolita Cegielskiego 1, entered into the Commercial Register of the National Court Registry conducted by the District Court for Krakow – Śródmieście in Krakow, XII Commercial Department of the National Court Registry under the number KRS 0000491666, REGON [Industry ID]: 270543582, NIP [Taxpayer Identification Number]: 626-000-43-86, BDO No. 000011698, being a large entrepreneur under the Act of 8th March 2013 on counteracting excessive payment delays in commercial transactions (consolidated text, Journal of Laws of 2020, pos. 935 item as amended) with the share capital amounting to PLN 759.000.000,00 PLN - fully paid (“Supplier”) to business customers (“Customer”), as well as to storage services provided to the Customer by the Supplier.

1.2. These Terms and Conditions shall form an integral part of Agreements concluded under Section 2 of these Terms and Conditions and shall be deemed to have been accepted upon placing an Order by the Customer.

1.3. The Customer’s purchase terms and conditions and any other standard forms of contracts referred to in an order or at any other stage shall not apply to Agreements concluded under Section 2 of these Terms and Conditions, even if they are known to the Supplier or relate to matters not regulated by these Terms and Conditions. The Supplier’s acceptance of any conditions other than these Terms and Conditions shall require its consent in writing, otherwise null and void.

1.4. These Terms and Conditions may only be departed from if the Parties so agree under Section 2 of these Terms and Conditions or if mandatory laws so require.

2. Execution of an Agreement

2.1. The Supplier’s offer shall be addressed to a particular Customer in writing or by electronic mail and shall include detailed information about: Products, including their type, technical specifications and unit price, as well as information on price currency, the total price of the Products or the basis for determining the total price, payment dates and terms, estimated delivery date, validity term of the offer, and, where needed payment currency (“Offer”). An Offer shall also include contact details, including the email address of the person submitting the Offer who is authorised to execute Agreements on behalf of the Supplier and handle correspondence relating

to their performance. An Offer may contain provisions regarding Product quantity, minimum logistics/production requirements, discounts and rebates, documents necessary to assess the Customer’s financial standing to be delivered to the Supplier upon placing the Order, and a list detailing means of securing the payment, along with the date when the security is to be provided by the Customer.

2.2. Catalogues, folders, price lists, documents and other technical, advertising or marketing materials about Products shall be provided for information purposes only, and should be considered an invitation to negotiate rather than an offer within the meaning of civil law. By making such materials available to the Customer, the Supplier does not transfer any intellectual rights to the Customer. An Offer shall be an invitation to negotiate and make offers within the meaning of the civil law.

2.3. An Order (“Order”) shall be placed in writing or by electronic mail. Each Order shall contain the following information: Offer number, type and quantity of the Product ordered (if the Offer does not specify quantity), place of delivery, expected delivery date, applicable Incoterms and detailed information about the Customer, including a valid ID number for intra-community transactions (if required) and contact details, including the email of the person placing the Order. It shall be presumed that this person is properly authorized by the Customer to place the Order in accordance

with these Terms and Conditions, execute Agreements and handle correspondence relating to their performance. At the Supplier's request such authorization shall be proven. An Order may include an offer for Product Storage in accordance with these Terms and Conditions.

2.4. The Supplier shall confirm or reject an Order – in writing or by electronic mail – within seven business days from its receipt. Within the timeframe indicated in the preceding sentence, the Supplier may notify the Customer – in writing or by electronic mail – that the decision to confirm/reject the Order will be made at a later date, as specified. An Order which has not been confirmed or rejected within the timeframe indicated in the first or second sentence shall be deemed to have been rejected.

2.5. The Supplier may reject an Order if:

2.5.1. the Order is not consistent with the Offer, including but not limited to the event when the ordered Product quantity is lower than the quantity indicated in the Offer,

2.5.2. the Supplier is unable to provide the Storage service,

2.5.3. the Customer has any outstanding payments to be made to the Supplier or to any of the TELE-FONIKA Kable Group companies listed on the following website: <https://www.tele-fonika.com/en>,

2.5.4. no credit limit has been granted to the Customer or the Customer has not provided appropriate security for payment

in respect of the given Order or any previous Order which is currently pending,

2.5.5. performance of the Order is impossible or difficult because of raw material or energy shortages or other disruptions to the operation of the Supplier, its contractors or sub-contractors, or the occurrence of force majeure events as defined in these Terms and Conditions, or due to limitations/restrictions under the applicable laws, including international agreements,

2.5.6. the Customer has lost liquidity or creditworthiness or its liquidity or creditworthiness have deteriorated,

2.5.7. the Customer has failed to provide financial documents required by the Supplier in accordance with these Terms and Conditions,

2.5.8. any other reasons that the Supplier deems reasonable in the circumstances at the time.

2.6. In the Order confirmation, the Supplier shall indicate the total price of the ordered Products or the basis price and the basis for determining the total price, including but not limited to discounts and rebates, if any, payment dates and terms, delivery date, and indices of the ordered Products.

2.7. The Customer's Order placed in accordance with the Offer and the Supplier's Order confirmation shall constitute an Agreement ("Agreement"). An Agreement shall be considered executed upon receipt of the Order confirmation

by the Customer, but no later than upon delivery of the ordered Products. If the order differs from the contents of the Offer (in particular, but not limited to, this applies to the quantity, type of the Products) the Supplier may confirm such an order on different terms than specified in the Offer or in this order (in particular but not limited to, the Supplier may change the price of the Products); in such a case the Agreement shall be executed under the terms of the confirmation of the Order by the Supplier, unless the Customer raises an objection within 2 (two) business days. If the terms of the Agreement (including but not limited to the price, payment dates and terms, delivery date) have been specified in the Order confirmation, the Agreement shall be executed under the terms of this confirmation of the Order by the Supplier, unless the Customer raises an objection within 2 (two) business days.

2.8. Any changes to the Agreement shall require consent of the Supplier and the Customer given in writing or by electronic mail.

3. Deliveries

3.1. Deliveries shall be made on the terms and conditions specified in the Agreement.

3.2. Unless the Agreement provides otherwise, the delivery date shall be counted starting from the Supplier's

confirmation of the Order, however no earlier than from the date when:

3.2.1. the Customer prepays for the ordered Products, if the prepayment is specified by the Agreement, and

3.2.2. the Customer provides the Supplier with all documents and information required to make the delivery, and

3.2.3. the Customer makes any outstanding payments owed to the Supplier or to any of Tele-Fonika Kable Group companies listed on the following website: <https://www.tele-fonika.com/en>, and

3.2.4. where the Customer has not been granted any trade credit or has no available credit limit – the Customer provides such security as the Supplier may determine (with respect to the form, substance and time of provision of such security) or makes a prepayment in such amount and at such time as specified by the Supplier.

3.3. The Supplier shall exercise due care to meet the agreed delivery deadlines, however it shall not be held liable for any delayed delivery if a force majeure event, as defined in these Terms and Conditions, or any other unpredictable, extraordinary or other circumstance which is not attributable to the Supplier's fault, makes timely performance of the obligation materially difficult or impossible. If any such event or circumstance occurs, the Supplier shall be authorised to postpone the delivery date by the duration thereof plus the

time necessary to resume supplies, as notified by the Supplier to the Customer.

3.4. The Product delivery date shall be the date on which the Products are released, i.e.:

3.4.1. the date when the Products are released to the Customer or a person authorised or designated by the Customer, in accordance with the Incoterms specified in the Agreement,

3.4.2. the date when the Supplier delivers the ordered Products to a storage warehouse on the Supplier's premises in accordance with these Terms and Conditions.

3.5. Products shall be deemed released upon signing the delivery note – which, depending on the applicable Incoterms, may be represented by a stock issue confirmation (CI), a CMR document, or a similar document or document serving a similar function ("Delivery Note") – by an authorised person, i.e.: in the circumstances provided for in Section 3.4.1. above – the Customer or a person authorised or designated by the Customer; or, in the circumstances provided for in Section 3.4.2. above – by a person authorised by the Supplier.

3.6. Orders may be delivered and invoiced partially.

3.7. Subject to section 5.5. of these Terms and Conditions, Product transport, transport costs and the risk of accidental loss of or damage to Products shall be governed by the Incoterms specified in the Agreement.

3.8. The Supplier may refuse to release Products to a person

designated/authorised by the Customer if it has reasonable doubts as to the identity of such designated/authorised person or as to the authenticity of the authorisation presented by such person.

4. Prices and payment rules

4.1. Unless the Offer or the confirmation of the Order provides otherwise, the payment shall be made before the delivery date (prepayment).

4.2. All prices shall be quoted on a net basis, and shall be increased by value-added tax (VAT) at the applicable statutory rate.

4.3. The Supplier shall have the right to issue a VAT invoice under an Agreement upon the preparation of a Delivery Note.

4.4. The payment date shall be the date on which the transfer amount is credited to the Supplier's bank account indicated in the respective VAT invoice.

4.5. Unless the Customer notifies the Supplier of an error identified in the VAT invoice or any reservations related to such invoice within seven (7) business days of the invoice receipt, the invoice shall be deemed correct and accepted.

4.6. If a Customer makes payments using a trade credit limit and within payment deadlines set for that Customer and no credit limit is available (there is no trade credit balance

to be used) at the time of the order placement or upon commencement of the order execution, the Supplier may request, at its own discretion, that the Customer should prepay an amount equal to the excess over the credit limit granted to the Customer by the deadline set by the Supplier or provide such security for the payment as the Supplier may determine (with respect to the form, substance and time of provision of such security).

4.7. A Customer that has not been granted any credit limit by the Supplier shall be required to prepay, at the Supplier's request, the entire amount due for Products covered by an Agreement by the deadline set by the Supplier, or provide such security for the payment as the Supplier may determine (with respect to the form, substance and time of provision of such security).

4.8. Any other amounts due in connection with the delivery of Products shall be payable by the same deadline as the price of Products.

4.9. Irrespective of the Customer's instructions, the Supplier shall be entitled to apply amounts paid by the Customer towards any due and payable claims the Supplier may have against the Customer, as selected by the Supplier (in particular claims with the earliest due dates). Moreover, if any additional costs arise or interest accrues on an outstanding claim, irrespective of the Customer's instructions, the Supplier may

apply the amounts paid first towards such costs and interest, and finally towards the principal of the claim.

4.10. If any amounts are not paid by the due date, the Customer shall be deemed to be in default and the Supplier shall be entitled to charge statutory interest at the rates stipulated in applicable laws.

5. Storage

5.1. The Customer acknowledges that if ordered Products are not collected by the Customer in accordance with the Agreement, or if the order includes a Product Storage offer confirmed by the Supplier, the Supplier shall promptly deliver the Products to the storage warehouse in order to perform the Product storage service for the Customer ("Storage").

5.2. If the Supplier and the Customer have not signed a separate Storage Agreement, the Storage shall be governed by these Terms and Conditions.

5.3. Products shall be stored for such period as agreed by the Parties, but no longer than three (3) months; if the Parties do not agree otherwise, Products shall be stored for three (3) months. If the Storage term referred to in the first sentence expires, the Supplier may consent to further Storage, with a proviso that if the Customer does not collect the Products from Storage this shall be deemed the Customer's consent to

further Storage.

5.4. The Supplier's warehouse shall be the Storage location.

5.5. The risk of accidental loss of or damage to the Products shall transfer to the Customer upon their delivery to the storage warehouse.

5.6. Receipt into Storage shall take place on the basis of a Delivery Note containing a "Products in storage" note.

5.7. Collection of Products placed in a storage warehouse by the Customer shall take place in accordance with the terms and conditions agreed with the Supplier in writing, by email or by fax; upon the collection, the Storage shall terminate.

5.8. A Delivery Note issued by the Supplier and confirmed by the Customer or a person authorised/designated by the Customer shall be proof of release of the Products from the storage warehouse and their hand over to the Customer or a person authorised/designated by the Customer.

5.9. The Storage fee shall be EUR 1,000 for each commenced month. If Product Storage continues beyond three months, the fee for each subsequent commenced month of Storage shall be EUR 10,000 (ten thousand euro). The Storage fee shall be increased by VAT at the applicable statutory rate. In the event of foreign exchange limitations, the fee due for Storage shall be determined as the equivalent of the fee amount defined in the first or second sentence above, in the order price currency, translated using the mid-market rate quoted by the National

Bank of Poland for the date of Product placement in Storage.

5.10. The Storage fee shall be paid to the bank account specified in the VAT invoice, within fourteen days as of the VAT invoice issue date. Sections 4.3., 4.4., 4.5., 4.9. and 4.10. of these Terms and Conditions shall apply.

5.11. The Supplier may terminate Storage at any time on seven days' notice to the Customer.

5.2. Storage shall terminate upon withdrawal referred to Section 13.1.5. of these Terms and Conditions.

6. Guarantee

6.1. The Supplier shall grant to the Customer a guarantee covering Products manufactured by the Supplier for a period of twenty-four months from the delivery date.

6.2. The Supplier's liability under warranty for physical and legal defects in Products and Packaging shall be excluded.

6.3. The guarantee shall be effective exclusively with respect to the Customer and shall not extend to include any third party.

6.4. The Packaging shall not be covered by the guarantee.

6.5. The guarantee shall cover exclusively physical defects caused by the Supplier's fault or resulting from a cause inherent in a Product (hereafter: "Defects"). The following defects shall not be covered by the guarantee: natural wear and tear of Products, mechanical damage to Products,

including in transport (where the Products are collected by the Customer or a carrier contracted by the Customer) or as a result of improper handling, as well as defects resulting from the Customer's improper or careless assembly, operation, maintenance or storage of Products, defects resulting from the technical specifications contained in the request for proposal, and defects caused by the Customer's failure to follow the Supplier's manufacturing guidelines or recommendations. The guarantee shall also be excluded where deviations from the agreed Product properties and parameters or reduction of Product usability are immaterial.

6.6. The Customer shall be entitled to the guarantee provided that:

6.6.1. the Customer has arranged for the Products to be transported, stored, assembled or installed in compliance with their intended use, as well as with applicable rules stipulated in relevant standards, regulations and on the website.

6.6.2. the Customer has performed post-manufacture tests of the Products (where the Agreement so requires);

6.6.3. the Customer has appropriately secured the place of the identified Defect and made it possible for the Supplier's representative to inspect it, made the results of acceptance and field tests available to the Supplier, and, upon the Supplier's request, has delivered to the Supplier a sample or the whole of the Product referred to in the complaint;

6.6.4. the Customer has submitted a guarantee claim within the guarantee term, in a written form, by filling in the "Complaint Form" available at the website address <https://www.tele-fonika.com/en/about-us/corporate-documents?tab=complaint-policy>

6.6.5. the Customer has presented proof of purchase of the Products;

6.6.6. the Products referred to in the complaint have features enabling them to be identified as supplied by the Supplier, in particular they have the Supplier's labels bearing the unique code of an individual item;

6.6.7. no repairs, modifications or alterations have been made to the Products referred to in the complaint by a party other than the Supplier.

6.7. The Customer agrees to carefully inspect Products at the time of their collection in terms of their quantity and quality, including their conformity with the technical specification provided for in the Agreement, with a view to identifying apparent defects, if any. The attached technical documentation shall also be inspected. Any Defect or inconsistency identified at the time of Product collection shall be recorded in the Delivery Note or another appropriate document; additionally, a report specifying the delivery date should be prepared and signed by the carrier and the Customer's authorised representative.

6.8. The guarantee rights shall expire if a relevant complaint has not been submitted:

6.8.1. in the case of quantity differences or quality defects identifiable at the time of collection – on the collection date,

6.8.2. in the case of quality defects identified during the guarantee term – within three business days from the defect identification date,

6.8.3. in the case of quantity differences in the Products delivered not identifiable at the time of their collection – within three business days from the difference identification date, but not later than within six months from the delivery date, and with respect to Products in Storage – from the date of their release from Storage.

6.9. A complaint shall be submitted in a written form and shall contain designation of the Products referred to in the complaint, Product lot numbers, reason for complaint, number and date of the respective VAT invoice, Delivery Note, as well as the address at which the Products are located. A complaint shall be submitted on the “Complaint Form” prepared by the Supplier.

6.10. The Supplier shall be obliged to examine the defect notification and notify the Customer of the Supplier's position on the complaint in a written form, via electronic mail or fax, within thirty days from the complaint receipt date. Where the Supplier requires that the Customer should send to the

Supplier a sample or the whole of the Product referred to in the complaint, the deadline referred to in the preceding sentence shall run from the date on which the request is complied with.

6.11. The Customer's failure to comply with the requirements relating to complaint submission deadlines, form and content shall result in the Customer's losing the guarantee rights with respect to a given defect. The Customer shall also lose such rights if the defective Products are resold, destroyed or damaged by the Customer.

6.12. If a complaint is justified, the Supplier shall, at its discretion, remove the defects or replace the defective Products with products free from defects. If this is the case, the Customer shall not be entitled to make other claims. The Supplier shall have the right to refuse to remove defects or deliver Products free from defects if doing so would expose the Supplier to incommensurately high cost or would be excessively difficult. If the Supplier refuses to repair/replace Products in which material defects have been identified, the Agreement shall be terminated with respect to the defective Products and the Supplier shall return the price paid for the defective Products to the Customer; in the case of immaterial defects, the price of the defective Products shall be reduced appropriately.

6.13. Any goods replaced in connection with the replacement of defective goods shall become the Supplier's property upon

delivery of goods free from defects to the Customer.

6.14. If a complaint is found to be unjustified, the Customer shall bear all related costs, including the cost of transport.

6.15. The Supplier shall have the right not to satisfy the Customer's claim under the guarantee until the Customer has paid all outstanding amounts due from the Customer.

6.16. Submission of a complaint shall not entitle the Customer to withhold payment for Products or a part thereof.

7. Liability

7.1. Unless mandatory laws or these Terms and Conditions provide otherwise, the Supplier's liability under Agreements, guarantees issued, or on any other basis, shall be limited to the amount of damage actually incurred by the Customer, with a proviso that such liability may not exceed the purchase price of the Products in relation to which the Customer has filed a claim. The above limitation shall not apply to liability for damage caused by willful misconduct, or for personal injury or damage caused by a hazardous product, where the mandatory provisions of applicable laws do not permit such limitation of liability.

7.2. The Customer shall indemnify the Supplier from and against any and all third party claims which have arisen as a result of or in connection with the Agreement or even on the

occasion of the performance of the Agreement, regardless of the title or basis of liability, in particular liabilities arising from: infringement of intellectual property rights, damage caused by a hazardous product, damage arising from personal injury, up to the full extent of the Supplier's liability towards the third party, without applying the limits, restrictions and exclusions of liability set out in the Agreement. The Customer shall be obliged to undertake any actions necessary to release the Supplier from any liability towards the third party. The Customer shall immediately repair any damage incurred by the Supplier as a result of the third party's claim being directed towards it or satisfied by it, in particular reimburse the Supplier for expenses incurred in satisfying the third party's claim and in defending against the third party's claim. This Section 7.2 shall not apply if the third party's claim is related to an intentional breach of the Agreement by the Supplier.

7.3. The Supplier shall not be liable for consequential / indirect damages (liability shall be limited to the direct consequences of the event causing the damage).

7.4. The Supplier shall not be liable for loss of profits. Liability shall be limited to actual damages defined as losses incurred by the Customer – loss of assets or increase of liabilities (damnum emergens). Liability for benefits that the Customer could have achieved if the event giving rise to the damage had not occurred, both actual and potential (loss of opportunity to

obtain benefits) shall be excluded.

7.5. The Supplier shall not be liable for damages caused by his inadvertent acts. The Supplier's strict liability shall be excluded.

7.6. The Supplier's tortious liability – in the case of its confluence with the contractual liability – shall be excluded.

7.7. The exclusions and limitations of the Supplier's liability set out in clauses 7.2–7.6 shall apply to the extent permitted by applicable laws.

8. Retention of ownership rights

8.1. Delivered Products shall remain the Supplier's property until the Customer pays all amounts due for the Products, including any incidental dues and compensation claims ("Retained Products").

8.2. The retention of ownership rights shall also cover any objects created as a result of the Retained Products being processed, or combined or mixed with other objects.

8.3. By way of security, the Customer – at the time of conclusion of the Agreement – transfers onto the Supplier all of the Customer's future receivables under resale of Retained Products, including after such Retained Products are processed, combined or mixed with objects which are not owned by the Supplier, together with any incidental rights,

up to the value of the Retained Products, and the Supplier hereby accepts the transfer. The Supplier shall have the right to directly inform the Customer's debtors of the transfer and request that they repay their debt directly to the Supplier.

8.4. In each case of Product retention, the Customer shall carefully store the Retained Products at its own expense and shall insure them against customary risks up to their purchase price. The Customer shall transfer onto the Supplier the Customer's claims against the insurer in respect of any damage or loss covered by such insurance, in the amount corresponding to the value of Retained Products. At the Supplier's request, the Customer shall deliver the insurance policies to the Supplier for the purposes of claiming insurance benefits.

8.5. If the Customer is found to be in default under an Agreement, which shall in particular include the Customer's failure to pay the price, the Supplier shall have the right to demand that Retained Products be promptly returned, and the Customer shall deliver such Products to the Supplier or transfer onto the Supplier the Customer's claims against third parties for delivery of such Products. For the purposes of collecting Retained Products located on the Customer's premises, the Customer shall irrevocably authorise the Supplier to enter the Customer's plant or the Customer's commercial and storage facilities, and to collect such

Products. The Customer shall bear all costs relating to the return of Retained Products. A request for return of Retained Products shall have no effect on the validity of the Agreement.

9. Security

The manner of securing the claim for payment of the price and the deadline for providing such security shall be specified in the Offer or the confirmation of the Order by the Supplier; moreover security for the claim for payment of the price and any incidental claims shall be provided at the Supplier's request and in accordance with these Terms and Conditions.

10. Force majeure

10.1. A Party shall not be liable for non-performance, in whole or in part, of its obligations under an Agreement if such non-performance has been caused by an event of force majeure and the Party has notified the other Party of such event within 5 days of the discovery of its effect on the performance of the obligations of that Party arising from the Agreement. Force majeure shall be understood as an extraordinary and unforeseeable circumstance which has not been caused by the Parties and is beyond their control, the consequences of which the Party claiming force majeure cannot avoid or

prevent with all due diligence, and which renders performance of the Agreement by that Party impossible or prohibited in whole or in part. Examples of force majeure events are natural, social, political, physical and legal occurrences, such as a strike, lockout or company breakdown related to the Supplier's personnel, act of a public enemy, declared or un-declared war, threat of declared war, terrorist attack, blockade, revolution, riot, uprising, civil commotion, public demonstration, sabotage, acts of vandalism, explosion, natural disasters, epidemic, pandemic, import or export bans, actions of public authorities, legislative changes, which occurrences may also concern the Supplier's subcontractors, suppliers or subsuppliers.

10.2. Clause 10.1 shall not apply to the Customer's obligations to pay amounts due to the Supplier under invoices issued in accordance with the Agreement, in particular the receivables for the Products delivered to the Customer, which receivables should be paid within the agreed period irrespective of the invocation of force majeure by either Party.

11. Financial documents

The Customer shall provide the Supplier with:

11.1. any documents necessary to assess the Customer's financial standing, as defined in the Offer – upon placement of an Order;

11.2. any documents necessary to assess the Customer's financial standing that the Supplier may request during performance of the Agreement – within the timeframe and in the form defined in the request.

12. Suspension of performance of an Agreement

12.1. The Supplier may suspend performance of an Agreement:

12.1.1. in the circumstances provided for in Section 4.6 of these Terms and Conditions – until the required prepayments are made or the required security is provided;

12.1.2. in the circumstances provided for in Section 4.7 of these Terms and Conditions – until the required prepayments are made or the required security is provided;

12.1.3. in the circumstances provided for in Section 11.2 of these Terms and Conditions – until the required documents are submitted.

12.2. If any payment due from the Customer to the Supplier is delayed or if the Supplier becomes aware of any circumstances which may indicate the Customer's deteriorating credit standing or solvency, the Supplier may suspend the execution of all or some Agreements until:

12.2.1. the overdue payments are settled within the time limit specified by the Supplier;

12.2.2. a prepayment is made by the Customer in the amount and within the timeframe defined by the Supplier;

12.2.3. security is provided as determined by the Supplier (with respect to the form, content and deadline for the provision of such security).

12.3. Any costs related to the suspension of Agreement performance shall be borne by the Customer.

13. Withdrawal

13.1. The Supplier may withdraw from an Agreement without setting any additional time limit for the Customer if:

13.1.1. performance of the Agreement is impossible or difficult because of raw material or energy shortages or other disruptions to the operation of the Supplier, its contractors or sub-contractors, or due to limitations/restrictions under the applicable laws, including international agreements,

13.1.2. the Customer has failed to provide financial documents required by the Supplier in accordance with these Terms and Conditions,

13.1.3. if the Customer has failed to make prepayments, provide security or pay outstanding amounts under Section 4.6 or 4.7 of these Terms and Conditions,

13.1.4. if the Customer has failed to make prepayments, provide security or pay outstanding amounts under Section

12.2 of these Terms and Conditions within the defined time limit – with respect to a given Agreement, as well as all or any Agreements,

13.1.5. if the Customer has failed to pay for the Products within the defined time limit or has failed to make a prepayment under the Agreement,

13.1.6. in the event of a breach of the provisions contained in the Supplier's Document Collection or the Customer's representations and undertakings contained in clause 15 'Supplier's Ethical Clauses'.

13.2. The right to withdraw from an Agreement may be exercised within one (1) month of the occurrence of the event providing grounds for the withdrawal, with the proviso that the withdrawal may also apply to a part of an Agreement.

13.3. In the event of withdrawal from an Agreement, the Customer shall not be entitled to pursue any claims against the Supplier, and – without prejudice to Section 13.1.1 of these Terms and Conditions – the Customer shall reimburse the Supplier all documented costs incurred by the Supplier. The above shall not preclude the Supplier's right to seek further compensation.

13.4. If provisions of applicable laws include a basis for withdrawal from the Agreement by the Customer, such basis shall be subject to the following contractual modifications: declaration of withdrawal may be submitted only within one

month from the occurrence of the basis for withdrawal, such withdrawal shall be effective for the future (ex nunc) and it shall not apply to those Products ordered by the Customer which have already been produced by the Supplier, even if they have not yet been delivered to the Customer. In addition, the Customer shall reimburse the Supplier within 30 days from the date of withdrawal any and all costs incurred by the Supplier for the sake of manufacturing those Products ordered by the Customer, the production of which has not yet been completed on the date of withdrawal.

14. Personal data

14.1. Personal data provided to the Supplier in relation with the conclusion and performance of the Agreement, will be processed by the Supplier for the purposes of performing the Agreement and to maintain communication related to cooperation, pursuant to art. 6 (1)(b), (c) and (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (GDPR), i.e. respectively for the purposes of performance of the Agreement, compliance with tax and accounting legal obligations, as well as for a legitimate interest understood

as identification of the party to the Agreement and contact persons and pursuit of claims. Personal data may be disclosed to the Supplier's employees or associates, as well as entities providing support to the Supplier in accordance with the data processing agreements concluded with these entities. Personal data may also be disclosed to authorities if justified by a legal requirement. The Supplier is the data controller of data processed for the purposes described above. Personal data will be processed for a period of 10 years from the end of cooperation, unless a longer period is justified by law.

14.2. Each individual whose data is processed in connection with the Agreement has the right to access their data and rectify it, delete it, limit processing, the right to transfer data or object to its processing, the right to withdraw consent at any time without affecting lawfulness of data processing prior to its revocation. The data subject has the right to lodge a complaint with the Polish data protection authority if he/she considers that the processing of his personal data violates the provisions of the GDPR. Providing personal data is voluntary, but necessary for the performance of the Agreement. The rights described in this paragraph are exercised by contacting the Provider at the address provided in the Agreement.

14.3. The Customer undertakes to inform the persons whose data has been provided to the Supplier in the Agreement or in

connection with its implementation about the content of the above clause.

15. Miscellaneous

15.1. The Customer declares that they have read the Supplier's legal and ethical documents (hereinafter the "Supplier's Collection of Documents"), available on the Supplier's website at: <https://www.tele-fonika.com/en/about-us/corporate-documents?tab=esg-policies>, and undertakes:

- a) to comply with them or with its own internal regulations, provided that such regulations ensure standards of protection no lower than those set out in the aforementioned documents constituting the Supplier's Document Collection;
- b) to notify the Supplier of any breach thereof in the manner specified in the aforementioned documents.

15.2. The Customer declares that:

- a) it conducts its business in a responsible manner and in compliance with applicable laws, including, in particular, regulations concerning anti-corruption, anti-money laundering and counter-terrorist financing, labour rights, occupational health and safety, fire safety, competition law, and regulations on property and environmental protection, and exercises due diligence to ensure that its employees, associates,

subcontractors and other business partners also comply with the above-mentioned laws;

b) in its operations, does not engage in or tolerate, nor will it engage in or tolerate, any actions that may constitute corruption or any other form of unlawful or improper influence, which may consist in particular of: granting, promising, offering, accepting or demanding the granting of financial or personal benefits prohibited by law;

c) it applies a zero-tolerance policy towards corruption, in compliance with applicable laws and generally accepted market practices;

d) no arrangements made between the Customer and the Supplier prior to the conclusion of the Agreement, nor the Agreement itself, constitute any unlawful act or an act of unfair competition within the meaning of applicable law, nor do they constitute a breach of any other applicable legal provisions;

e) to the best of its knowledge, there is no potential or actual conflict of interest between the Customer and the Supplier within the meaning of Code of Conduct and Ethical Standards of TELE-FONIKA Kable S.A. and other companies of the TFKable Group, as well as the Anti-Corruption Policy of TELE-FONIKA Kable S.A. and other companies of the TFKable Group, available on the Supplier's website at: <https://www.tele-fonika.com/en/about-us/corporate-documents>.

15.3. The Customer undertakes to monitor and comply with applicable laws, in particular in the areas referred to in clause 15.2(a).

15.4. The Customer declares that, as at the date of conclusion of the Agreement, its business activities and the services it provides comply with European Union law and Polish law regarding sanctions related to the Russian Federation's aggression against Ukraine, including in particular the Act of 13 April 2022 on specific measures to counteract support for the aggression against Ukraine and to protect national security (hereinafter the "Sanctions Act").

15.5. The Customer's activities do not circumvent or violate, in particular, the provisions set out in the following legal acts:

- a) Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended;
- b) Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and Belarus's involvement in Russia's aggression against Ukraine, as amended;
- c) Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as subsequently amended;

d) the Sanctions Act, as amended.

15.6. The Customer declares that it is not subject to any sanctions arising from laws, regulations, embargoes or other measures imposed by the United Nations, the European Union, the Member States of the European Union and the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland, or other legislation imposing sanctions.

15.7. The Customer declares that it is not an entity listed in the sanctions lists referred to in the above-mentioned legal acts, including, in particular, on the basis of a decision imposing the measure referred to in Article 1(3) of the Sanctions Act, i.e. the sanction of exclusion from public procurement procedures or competitions conducted under the Act of 11 September 2019 – Public Procurement Law.

15.8. Any payment due to the Customer from the Supplier shall not, knowingly or intentionally, directly or indirectly, be made available to an entity subject to sanctions, nor shall it be used to confer a benefit on an entity subject to the aforementioned sanctions, to the extent that such action is prohibited under the specified regulations.

15.9. The Customer undertakes to notify the Supplier without delay of any circumstances that affect the content or validity of the declarations made by the Customer and referred to above.

16. Confidentiality

16.1. The Customer undertakes:

- 1) to keep all Confidential Information received from the Supplier (or from the entities referred to in clause 16.3(15) below) in connection with Parties' discussions (or other activities) concerning the Agreement, as well as any such Confidential Information that the Customer has become aware in connection with or in the course of such discussions or other activities; and
- 2) to use Confidential Information only to the extent necessary for the performance of the Agreement and in accordance with the Supplier's instructions.

16.2. The "Confidential Information" referred to in clause 16.1(1) above shall be understood as all information constituting trade secrets of the Supplier, as well as any other information relating to the Supplier that is not publicly available, regardless of its value or significance to the Supplier, as well as any other legally protected information (secrets) which the Customer has obtained both intentionally or unintentionally.

16.3. The term "trade secret" referred to in clause 16.2 above shall be understood in particular as:

- 1) personal data that are not publicly available;
- 2) business concepts, marketing strategies, business

development plans, know-how, business strategies;
 3) structure of prices, margins, products or technologies;
 4) commercial, financial, investment and reorganisation plans;
 5) policies and other internal documents that are not publicly available;
 6) reports on product portfolio, budget and accounting that are not publicly available;
 7) reports required by law that are not publicly available;
 8) information concerning intellectual property rights;
 9) information concerning the security systems in use, including IT infrastructure;
 10) information concerning methods of securing personal data;
 11) licence fees;
 12) all databases, including the databases of customers and suppliers of the Supplier, as well as any information concerning the terms and conditions of cooperation with the aforementioned entities and data concerning potential customers and suppliers of the Supplier;
 13) information about the Supplier's employees and contractors, including their personal data;
 14) information provided or made available to the Customer as part of meetings, discussions, correspondence and negotiations of the terms of cooperation between the Parties, electronically or by other means;
 15) information concerning:

(i) members of the Supplier's capital group, i.e. affiliated companies (the terms "affiliated companies" and "affiliated entities" in this Agreement shall be understood in accordance with the definition set out in Article 11a(1)(4) of the Act of 15 February 1992 on corporate income tax),
 (ii) the Supplier's shareholder(s) (currently the BCFR Foundation) and information on entities other than the Supplier in which such the shareholders hold shares or, in the case of partnerships, are partners thereof, as well as information on entities affiliated therewith, and in the case of a foundation – also information about its beneficiaries,
 (iii) the Supplier's beneficial owner or its beneficial owners ("Beneficiary"),
 (iv) companies affiliated with the Supplier or the Beneficiary, i.e. companies in which the Supplier or the Beneficiary holds shares or, in case of partnerships, is a partner thereof, as well as information about entities affiliated therewith,
 (v) members of the corporate bodies of the Supplier and the above-mentioned organisational units and entities in which such persons hold shares or, in the case of partnerships, are partners thereof, as well as information about entities affiliated therewith,
 16) other information of a technical, technological, commercial, organisational, legal or financial nature, as well as other information of the Supplier having economic value, which,

as a whole or in a specific combination and collection of its elements is not generally known to persons normally engaged in this type of information or is not readily available to such persons, regardless of:

(i) the manner or form in which the information was obtained,
 (ii) the manner of expression (disclosure) of the information (including in oral, written, documentary or electronic form, as well as recorded on any medium, in IT systems or on servers),
 (iii) the degree to which the information has been processed,
 (iv) the source of the information,
 (v) whether the information has been explicitly marked "confidential" or with any other classification,
 (vi) the date of disclosure of the above-mentioned information, including prior to the submission of the Order.

16.4. The following shall not constitute Confidential Information:

1) information that is publicly available other than as a result of breach of the obligation of confidentiality by the Customer;
 2) information that has been in advance expressly excluded by the Supplier, in written form under pain of nullity, from the obligation of confidentiality.

16.5. In case of doubts as to the nature of the information received, the Customer shall, prior to any disclosure of such information, request in writing from the Supplier a written explanation in that regard, whereby the response of the Supplier shall be final and binding on the Customer.

16.6. If the Customer is required by the provisions of the generally applicable law, including by court rulings/decisions of public authorities, to disclose the Confidential Information to third parties, or where such a disclosure is necessary for the Customer to perform its obligations under the provisions of the generally applicable law, the Customer shall, immediately and in each case to the extent legally permissible, prior to fulfilling such a request/obligation, provide the Supplier with a written notice containing the following details:

- (i) the intention to disclose Confidential Information,
- (ii) the legal basis for the disclosure of Confidential Information,
- (iii) the scope of the request/obligation and the scope of the Confidential Information to be disclosed.

The Supplier may request further information from the Customer, including the provision of relevant documents to confirm the circumstances indicated in the above-mentioned notice issued by the Customer. In the course of the disclosure, the Customer is obliged to declare that the disclosed information constitutes the Confidential Information protected by the Supplier. Furthermore, the Customer shall immediately notify the Supplier in writing of the scope of the Confidential Information disclosed pursuant to this paragraph. The disclosure of the Confidential Information pursuant to this paragraph shall not otherwise waive the obligation to maintain the confidentiality of the relevant part of the Confidential

Information.

16.7. In particular, the Customer agrees that, unless the Supplier has given its prior consent thereto in written form under pain of nullity, the Customer shall not:

- 1) use the Confidential Information for any purposes other than the preparation/implementation of the purpose, and in particular shall not use the Confidential Information for its own purposes and/or the purposes of third parties (including natural persons, business entities or any other entities and organisations) nor derive any benefits from the use of the Confidential Information;
 - 2) disclose the Confidential Information to third parties (including natural persons, business entities or any other entities);
 - 3) make copies of Confidential Information unless necessary for the performance of the Agreement;
 - 4) take pictures of, record or otherwise fix any Confidential Information;
- and furthermore, the Customer shall:
- 5) grant access to Confidential Information only to those employees, collaborators or third parties for whom it is necessary to receive such access due to their direct involvement in the performance of the Agreement, subject to the further conditions set out in clause 16.11;
 - 6) whenever the circumstances referred to in clause 16.6

hereof occur, immediately notify the Supplier about such circumstances, provided that such notification is legally permissible, and shall provide the Supplier with all legally permissible assistance in order to properly safeguard the interests of the Supplier and secure the Confidential Information.

16.8. As part of the consent referred to in clause 16.7 above, the Supplier may in particular, formulate the conditions for granting such a consent or limit its scope. The Supplier may withdraw the above-mentioned consent at any time, and such a revocation shall not require the Customer's acceptance for its validity.

16.9. The Customer shall, at the request of the Supplier made at any time, return to the Supplier or, based on its instructions or consent, destroy or erase all the Confidential Information in the possession or control of the Customer and all documents and other materials (including all data generated or stored electronically) containing or relating to the Confidential Information (or any part thereof), together with all copies, analyses, memoranda or other notes made by the Customer and remaining in its possession, custody or control. Notwithstanding the foregoing, the Supplier may require the Customer to submit one or several statements confirming its performance of the above-mentioned obligations. The said return or destruction/erasure must be confirmed in writing.

The above also applies if, as a result of an action or omission of the Customer, an employee, collaborator or third party referred to in clause 16.11 comes into the possession of the Confidential Information.

16.10. All Confidential Information shall be stored and secured by the Customer with due diligence, in accordance with the Agreement and applicable laws, while the level of protection afforded to the Confidential Information by the Customer shall in each case be at least equivalent to the diligence with which the Customer stores and secures its own confidential information.

16.11. The obligation to maintain the secrecy of the Confidential Information applies to all employees or collaborators of the Customer and other third parties to whom the Customer has granted access to Confidential Information. Prior to the disclosure of the Confidential Information to employees, collaborators or third parties, in particular to any entities performing for the Customer activities directly related to the Agreement, the Customer shall:

- 1) notify the employees, collaborators or third parties of the confidential nature of the Confidential Information;
- 2) conclude an appropriate non-disclosure agreement with the third party, ensuring the protection of Confidential Information at least at the same level as provided by the Terms and Conditions;

3) conclude an appropriate non-disclosure agreement with an employee or collaborator of the Customer or obtain from such persons a statement, in writing under pain of nullity, confirming the acceptance of the obligation of confidentiality, ensuring the protection of Confidential Information at least to the same level as the Terms and Conditions.

Notwithstanding the foregoing, the Customer shall be liable for all acts or omissions of the employees, collaborators or third parties referred to in this clause as if its own acts or omissions.

16.12. For non-performance or improper performance by the Customer (including its employees, collaborators or third parties referred to in clause 16.11), of any of the obligations set out in clauses 16.1, 16.6, 16.7, 16.9, 16.10, 16.11, the Customer shall pay the Supplier the liquidated damages in the amount of PLN 250,000.00 (in words: two hundred and fifty thousand zlotys 00/100) for each individual case of breach. Furthermore, the Supplier has right to claim general damages exceeding the amount of the liquidated damages subject to the general principles of applicable law.

16.13. Confidential Information is and shall remain the exclusive property of the Supplier. The Parties represent that none of the provisions of the Terms and Conditions shall be interpreted as granting the Customer any intellectual property rights or industrial property rights, under licence or in any other manner.

16.14. The provisions of clauses 16.1–16.13 shall remain binding

on the Customer for a fixed period, namely ten (10) years, from the date on which the Customer placed the Order with the Supplier. Notwithstanding the foregoing, prior to the expiry of the aforementioned (10) ten-year period, the Supplier may submit a written statement to the Customer stating that the Confidential Information disclosed to the Customer continues to have economic value and is protected by the Supplier in accordance with the terms set out in these Terms and Conditions, and where such a statement is submitted to the Customer, the obligation of confidentiality shall not expire upon the expiry of the specified period, but shall be extended for a further period of ten (10) years. These obligations shall remain in force for the entire period specified in this clause, notwithstanding the performance, termination or withdrawal from the Agreement prior to its expiry.

17. Final provisions

17.1. Payment by the Customer of any amounts due to the Supplier by way of set-off requires the Supplier's prior express written consent, failing which it shall be null and void.

17.2. Unless otherwise provided in the Terms and Conditions, notices or declarations made by the Supplier or the Customer in connection with the negotiation and performance of the Agreement and Storage Agreement, as well as statements of withdrawal and termination specified in the Terms and Conditions, may be made in writing or by email.

17.3. The Terms and Conditions, the Agreements and the Storage Agreement are governed by Polish law. In matters not covered by the Terms and Conditions, the provisions of the Polish Civil Code shall apply in particular. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

17.4. The court having jurisdiction over any disputes that may arise from the Agreements and Storage Agreements concluded on the basis of the Terms and Conditions shall be the common court with subject-matter jurisdiction for the Supplier's registered office.

17.5. Should any provision of these Terms and Conditions, Agreements or the Storage Agreement be invalid or

unenforceable, the remaining provisions shall remain in force. The invalid provisions shall be replaced by other valid provisions that best correspond to the economic purpose of the replaced provisions.

17.6. These Terms and Conditions replace those dated 1 March 2021 and shall apply to Orders placed on or after 10 July 2026.

17.7. These Terms and Conditions, as well as any amendments thereto, are also published in electronic form on the Supplier's website <https://www.tele-fonika.com/en/about-us/corporate-documents?tab=general-terms-of-agreements> in a manner enabling the Customer to download, store and reproduce them in the ordinary course of business.

17.8. The Terms and Conditions have been drawn up in two language versions: Polish and English. In the event of any discrepancies between the language versions, the Polish version shall prevail.