Commercial conditions

GENERAL BUSINESS CONDITIONS

ROGUM CABLES ZO.O.

1 Item

These General Terms and Conditions [Terms and Conditions] apply to agreements concluded with customers by Rogum Kable Sp. z o. o., with its registered office in Pruszcz Gdański, ul. Grunwaldzka 66, entered into the register of entrepreneurs maintained by the District Court in Gdańsk-Północ, 7th Commercial Division, under KRS number 0000010054, with tax identification number NIP 957-00-17-373, and share capital of PLN 2,268,500. [Rogum] within the scope of the company's business activity concerning the production and sale of power cables [Przewody].

The terms and conditions are placed on the Company's website at www.rogum.com.pl in a form that allows them to be stored and reproduced at any time, so that everyone can easily learn about them.

The terms and conditions become binding on the Customer upon placing an order, unless, after receiving an offer from the Customer, the Customer expressly does not agree to conclude a contract on their basis.

In the event that the Terms and Conditions come into force during the term of a continuous contractual relationship between Rogum and the Customer, the Terms and Conditions become binding to the extent not contradicting the previously concluded cooperation agreement and if the Customer does not terminate it as soon as possible.

2 Offer enquiry

The Client submits a Request for Quote in writing according to an agreed template, including by fax and e-mail to the addresses and telephone numbers of the Rogum Marketing Department [Request for Quote]. An enquiry that does not meet these conditions will be the basis for drawing up and presenting the Offer to the Client, provided that the subject of the order indicated in the enquiry allows it.

Each Request for Quote should contain:

company name + NIP

cable specification

section

quantity (expressed in metres)

whether the cable is to be in one or more sections

contact person details, telephone number.

In the case of a request to present an offer of a cable from outside the Rogum range (atypical cable), the Customer must additionally specify in the order:

section

number of veins

tension

catalogue name

application information

type of insulation

maximum working speed

flexibility

information whether the cable is to be used in freshwater/sea/drinking water

information whether a guarantee, declaration of conformity, guarantee is needed

3. Offer

After submitting a Request for Offer Presentation, Rogum will immediately, not earlier than after establishing the production capacity and stock levels in accordance with the Business Management System in force at Rogum {IRIS}, present an offer containing at least [Offer] in the form appropriate to the request:

the exact name of the cable

Factory price + discount/offer price

information on minimum production and surplus production to be invoiced

completion dates from the moment of placing the Order

information on the invoicing of pallets and drums and the possibility of their return

information on transport payments

if there is no cable from the enquiry, a replacement proposal and its price

information whether the cable marked in the Rogum Inquiry has it in stock or should produce it.

The price marked in the offer guarantees you: the highest quality of products, commercial care, guarantee, technical advice, delivery on time.

EVERYTHING IN THE PRICE OF THE CABLE.

Rogum offers paid service in the field of cable damage repair. This service is free of charge for cables covered by the Rogum warranty. The service is provided in accordance with the Terms and Conditions of Service and made available on request.

4 Order

On the basis of the Offer presented to the Customer, the Customer has the right to place an Order, which will be executed under the conditions specified in this Offer.

If an Order is placed by a new Customer who is not listed in the Rogum database, Rogum may request information about the KRS number or data of the entry in the business register, as well as copies of the registration documents used, including those confirming the assignment of tax identification numbers. The Agreement is concluded when the Customer places an Order in accordance with the Offer.

The Customer has the right to withdraw from the concluded agreement only if the content of the Rogum Offer includes the information referred to in £ 3, paragraph 1, letter h of these Terms and Conditions - no cable in stock. The deadline for withdrawing from the contract in the conditions referred to in sentence 1 is 2 working days from the date of delivery of the Offer to the Client.

Any changes concerning the execution of the order by the Customer are possible only in selected cases, depending on the type of change and production stage.

5 Price

The price of the cables specified in the applicable Rogum or Partner's Offer depends on the market value/price of copper. In case of changes in the market value/price of copper by no less than 5%, Rogum will be entitled to change the price of the Cables by such percentage as the cost of their production increased due to the increase in copper prices.

Changes in the price of the Copper Tubes concerning the Order placed will be made on the basis of a new written Offer sent by Rogum, with justification and calculation of the price change.

6 Delivery

3.3. for Orders:

up to 3,000.00 PLN net - the cost of loading, transport, insurance for the time of transport, unloading shall be borne by the Customer; the risk of damage or loss of the Cables passes to the Customer when the Cables are placed for loading.

From 3,000.00 PLN net - the cost of loading, transport, insurance for the time of transport shall be borne by Rogum; the cost of unloading at the place of delivery shall be borne by the Customer; the risk of damage or loss of the Cables shall pass to the Customer at the moment of placing the Cables for unloading.

The Cables are delivered according to the quantity indication in running meters and are measured with certified meters. Running meters presented on the duct by means of an overprint are used only for illustrative purposes and cannot be the basis for claims from the Customer. Rogum does not bear the cost of cutting the ducts into sections or parts, nor does it take responsibility for the execution of cutting, which were not included and accepted by Rogum in the Offer.

The ordered Cables will be delivered in packaging protecting them from damage during transport in the manner specified by the standards or in the manner applied by Rogum.

The cost of packaging of the Products, in particular drums and pallets, does not constitute an element of the price of the Cables and will be settled separately on the basis of customary accounting documents.

The Customer may not refuse to accept the Cables, unless he finds out in a protocol with the carrier's participation (in writing under pain of nullity) visible external damage to the packaging. Deficiencies

Quantity, inconsistency or incompleteness of the delivery with the order, or lack of documentation shall not constitute grounds for refusal to accept the Cables. In the missing part the Customer has the right to make a complaint

only under the terms of the Guarantee granted.

7.Payments

Payment of the Supplier's receivables by the Recipient shall be made on the basis of VAT invoices issued.

The date and method of payment is indicated each time on a VAT invoice.

The payment period shall be counted from the date of delivery of the goods together with the invoice or delivery of the invoice by e-mail on the date of sending the delivery, if the place of delivery of the invoice and the place of delivery are different.

The payment date is the date on which the receivable is credited to the Rogum account.

Late payment of the due amount, despite the Customer's written request to pay it, may be a reason to withhold further deliveries.

8 Guarantees

Rogum provides the Customer with a quality guarantee for the Cables in accordance with the Guarantee Conditions in force at Rogum and on the basis of these Conditions for a period of 12 months from the date of delivery, with the exception of the warranty provisions provided for in the Civil Code Act of 23.04.1964 (Journal of Laws 1964.16.93 as amended). The document confirming the Guarantee Terms and Conditions shall be delivered to the Customer only upon an express request submitted in writing or by e-mail. [Warranty].

Immediately after receiving the delivery, the Customer is obliged to carry out a quantitative control and identity check of the delivered products in accordance with the orders placed, under pain of losing the rights under the Guarantee.

Any irregularities of the Cables are subject to recognition under the terms of the Guarantee on the basis of a written notification made by the Client within 3 days from the detection of irregularities[Complaint].

Together with the Complaint, unless it does not concern quantity shortages, the Customer is obliged to secure the cable to the supplier's disposal, i.e. to enable the necessary expert opinions to be carried out and the goods to be collected by the supplier. If such a need arises, it is possible to send a Rogum representative to the Customer's premises in order to inspect the cable on site. After the inspection, a written protocol is made, which should be signed by a Rogum representative and the Customer. The findings made in the protocol constitute the basis for considering or refusing to accept the complaint.

Rogum is obliged to replace the defective products after presenting the quality test results or after the Customer indicates symptoms of defectiveness of the supplied product, provided that they are confirmed in the test carried out by Rogum.

Rogum is obliged to deal with the complaint within 30 days from the date of its submission by the Customer, and if this deadline cannot be met for justified reasons - Rogum will notify the Customer in writing.

If the Customer refuses to accept the complaint, the goods sent by the Customer are left in Rogum's warehouse with the possibility of collecting the goods during Rogum's working hours. Goods can be collected in the circumstances described in section 1 at the Customer's expense only.

The complaint procedure does not release the Customer from the obligation to pay for a given delivery, as well as for overdue or future receivables, unless the Parties agree to defer payment. This arrangement must be made and confirmed in writing.

9 Confidentiality

The Client is obliged to keep the information obtained in connection with its performance concluded on the basis of the Terms and Conditions of the agreement undefined in time secret, and also undertakes to respect each other's business secrets, which means, in particular, undisclosed technical, technological, organisational information of the enterprise or other information of economic value [Confidentiality clause].

Information and documents covered by the Confidentiality Clause may be used only for the purpose established by the Client and Rogum, and their disclosure requires written consent of the other party under pain of nullity.

A breach of the Confidentiality Clause shall constitute grounds for either Party to withdraw from the contract if that right is exercised within 30 days from the date on which it becomes aware of

infringement and may give rise to a refusal to perform Orders placed or to be placed in the future, which does not constitute any act of unlawful competition or a restriction market access.

10.Final provisions

In matters not regulated by the Conditions, the provisions of the Polish Civil Code and other generally applicable regulations in force in the Republic of Poland shall apply accordingly [Choice

[rights].

Disputes are submitted to the Polish court with territorial jurisdiction over Rogum [Choice of Court].

Amendments, termination, declarations of termination or withdrawal from a contract concluded with the use of the Conditions require, on pain of invalidity, the written form, which, with exceptions resulting from

The conditions are not met by fax and e-mail [Written Form Clause].

The Terms and Conditions and their changes come into force on the day of their signing by the Rogum Management Board and placing on the www.rogum.com.pl website and apply to agreements concluded as a result of an Order placed after that date. The Conditions with the current content shall apply to agreements concluded as a result of Orders placed before the date of announcement of the change.

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