

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

I. SCOPE OF APPLICATION

1. These General Terms and Conditions of Sale ("GTC") define the rules of commercial cooperation between Nestor Springs spolka z ograniczona odpowiedzialnoscia sp. k. with its registered office in Jaworzno, ul. Wygoda 111, 43-608 Jaworzno, entered in the Register of Entrepreneurs of the National Court Register under KRS number 0000453734, NIP 5512210973, hereinafter referred to as the "Supplier", "Nestor Springs" or "NS", and entities purchasing goods or services offered by Nestor Springs.
2. GTC constitute an integral part of all offers, order confirmations, sales agreements and service agreements concluded by Nestor Springs, unless the Parties agree otherwise in writing under pain of nullity.
3. Submission of an order by the Customer constitutes full acceptance of these GTC without reservations.
4. The application of the Customer's standard contractual terms, in particular general terms and conditions of purchase, regulations or contractual forms, is excluded unless Nestor Springs gives its prior consent in writing under pain of nullity.
5. In the event of any discrepancy between the content of the GTC and the content of an individual agreement or order confirmation, the provisions of the agreement or order confirmation shall prevail.
6. The Parties exclude the application of the Customer's contract templates, in particular general terms and conditions, contract templates and regulations, unless the Parties agree otherwise in writing.
7. The GTC shall apply in the version current as at the date on which the Customer submits the order.

Definitions used in the GTC:

1. **Customer** - an entrepreneur within the meaning of Article 43¹ of the Polish Civil Code who enters into a sales agreement or service agreement with Nestor Springs.
2. **Parties** - Nestor Springs and the Customer jointly.
3. **Offer** - a proposal to enter into an agreement addressed by Nestor Springs to the Customer, specifying at least the type of goods, quantity, price, validity period of the offer and the anticipated order completion date.
4. **Goods** - all products offered by Nestor Springs, including spring units manufactured in accordance with the specifications of Nestor Springs or the Customer.
5. **MOQ (Minimum Order Quantity)** - the minimum order quantity of 40,000 springs or one full pallet of product - whichever of these values is higher, unless NS decides otherwise.
6. **Logistics Minimum** - the minimum quantity of goods indicated in the Offer, required to complete the delivery; unless the Offer provides otherwise, it corresponds to a full truck load (FTL).
7. **Lead Time / order completion time** - the period calculated from the date of order confirmation by Nestor Springs until the date on which the goods are prepared for collection or dispatch.
8. **Documentary Form** - a form enabling identification of the person making a declaration, in particular, an e-mail message.
9. **WZ Document** - a document confirming the release of goods to the Customer upon collection at the registered office of NS.
10. **Transport Document** - a document confirming the handover of goods for transport or receipt of goods by the Customer.

11. **Force Majeure** - an external event independent of the Parties, impossible to foresee and prevent, in particular: war, strike, power failure, fire, flood, epidemic, administrative restrictions, disruptions in the supply of raw materials or transport.
12. **Negotiations** - mutual declarations of the Parties made in written or documentary form, leading to the submission, acceptance or amendment of an Offer. Oral declarations, silence or lack of action do not constitute Negotiations.
13. **Error** - an obvious irregularity in the content of a legal act, in particular, concerning the price, quantity of goods or payment term, inconsistent with the nature of the Parties' business activities. An example is an order for a grossly excessive quantity of goods or the indication of a grossly understated price.

II. GENERAL PROVISIONS

1. Recipient's representations

1. The Parties declare that the agreements concluded are professional in nature and are directly connected with the business activities conducted by them.
2. Nestor Springs does not enter into agreements with consumers or entrepreneurs benefiting from consumer protection, unless the Parties agree otherwise in a separate agreement concluded in written form.
3. The Customer undertakes to:
 - a) provide true and complete data necessary for order completion;
 - b) comply with the granted credit limits;
 - c) pay amounts due on time;
 - d) cooperate with NS in the performance of orders and complaints.
4. The Customer shall be liable for the consequences of incorrect or incomplete data contained in the order.
5. The Customer consents to receiving electronic invoices via the indicated e-mail addresses in the nestorsprings.com domain.
6. The Customer undertakes to add the nestorsprings.com domain to the so-called whitelist of senders being a functionality of the mail server or anti-spam filter. The Parties undertake to inform each other of every identified problem with the delivery of messages sent via the Contact Addresses.
7. The Parties undertake to promptly inform each other of any change in registration, address or contact details. Failure to inform of such change shall result in correspondence being deemed delivered to the outdated address.

2. Orders and order confirmations

1. The condition for commencement of cooperation between the Supplier and the Customer is the conclusion of an Agreement or the submission of an Order and its confirmation by the Supplier.
2. The Agreement is concluded on the basis of an Offer, in particular following prior Negotiations between the Parties. The Offer may be supplemented, limited or amended as a result of Negotiations.
3. If the Offer or Agreement contains an Error and Nestor Springs has not yet commenced performance of the Agreement, each Party may evade the legal effects of its declaration

of intent, regardless of whether the other Party noticed the error or could have noticed it. This does not prejudice the application of provisions on error as to the content of a legal act in other cases.

4. Orders shall be submitted exclusively in documentary form to the e-mail address: order@nestorsprings.com
5. The Order should include:
 - a) Customer's details;
 - b) delivery address;
 - c) expected delivery date;
 - d) code and name of the goods;
 - e) quantity of the ordered goods;
 - f) details of the contact person on the Customer's side.
6. The Customer shall be responsible for the correctness and completeness of the data contained in the Order or in the documentation provided to the Supplier.
7. Orders placed by telephone or orally require confirmation by NS in documentary form in order to be valid.
8. Nestor Springs shall analyze the order and, within up to 48 business hours:
 - a) confirm acceptance of the order;
 - b) refuse its acceptance; or
 - c) request supplementation of information.
9. Lack of order confirmation within the time limit indicated in point 7 shall be equivalent to refusal to accept the order.
10. If performance of an order requires the creation of a dedicated production buffer or inventory stock maintained for the Customer, the rules concerning storage, storage period, costs and price change rules shall each time be specified in a separate cooperation agreement concluded between the Parties.
11. The Supplier reserves the right to refuse to accept and perform an Order in whole or in part.
12. The Agreement is concluded upon confirmation of the order by Nestor Springs.
13. The order confirmation specifies in particular:
 - a) type and quantity of goods;
 - b) price;
 - c) completion date;
 - d) delivery and payment terms.
14. After order confirmation, any change to or cancellation of the order requires the consent of Nestor Springs expressed in documentary form.
15. If cancellation of the order is accepted, the Customer shall be obliged to cover all costs incurred by NS by the cancellation date, in particular the costs of:
 - a) purchase of raw materials;
 - b) production preparation;
 - c) storage;
 - d) transport.
16. Nestor Springs reserves the right to refuse to perform an order that does not meet the MOQ or Logistics Minimum requirements.

III. PRICES AND PAYMENT TERMS

1. Prices of goods are specified each time in the Offer.
2. If the Offer does not indicate the period of validity of prices, they shall be deemed valid until the end of the calendar month in which the Offer was presented.

3. Nestor Springs reserves the right to change prices in the event of:
 - a) an increase in raw material prices;
 - b) an increase in energy, transport or production costs;
 - c) changes in currency exchange rates;
 - d) other significant changes in market conditions.
4. For orders confirmed before a price change, the prices indicated in the order confirmation shall apply.
5. The Supplier may grant the Customer trade credit and a trade credit limit for the purchase of Goods.
6. Detailed terms of credit limits and the rules of conduct in the event of exceeding them are set out in separate agreements or regulations for granting trade credit.
7. Payment terms are specified in the Offer or order confirmation.
8. In the event of late payment:
 - a) exceeding 7 days - orders shall not be placed in the production plan, and orders already planned shall be removed from the production plan;
 - b) exceeding 14 days - statutory interest for delay in commercial transactions shall be charged;
 - c) exceeding 21 days - NS shall have the right to withhold release of the goods and withdraw the granted payment term.
9. Suspension of an order production due to payment arrears shall not release the Customer from the obligation to pay for the goods manufactured.
10. The Customer may set off only undisputed claims and claims recognized by a final and non-appealable judgment of a common court or confirmed in writing by Nestor Springs.
11. Payment for delivered Goods shall be made by bank transfer to the Supplier's bank account indicated on the VAT invoice. The date of payment shall be the date on which the bank account is credited.

IV. DELIVERY TIME AND TERMS

1. The Goods may be:
 - a) collected by the Customer from the registered office of Nestor Springs; or
 - b) delivered to the place indicated by the Customer.
2. The order completion date shall each time be confirmed by NS in documentary form.
3. Completion dates are approximate unless the Parties expressly agree otherwise.
4. Nestor Springs shall have the right to extend the completion date if circumstances beyond NS's control occur, in particular:
 - a) lack of availability of raw materials;
 - b) machine failures;
 - c) logistics disruptions;
 - d) Force Majeure events.
5. Receipt of the goods shall be confirmed by the signature of the Customer or its representative on the WZ Document or another transport document.
6. Signing the receipt document constitutes confirmation that the goods have been released in the quantity and quality consistent with the agreement.
7. The risk of accidental loss of or damage to the goods shall pass to the Customer upon handover of the goods to the carrier or upon collection by the Customer.
8. In the event of doubts as to the content of the WZ Document or Transport Document, as well as their destruction, loss or illegibility, Nestor Springs may request the Customer to confirm receipt of the goods. If the Customer does not respond within 7 days, it shall be presumed that the Customer has confirmed receipt of the goods.

V. COMPLAINTS, RETURN TERMS

1. The Customer shall be obliged to carry out a quantitative and qualitative inspection of the goods immediately after receipt.
2. The GTC introduce a complaint procedure binding on the Parties (points 3-11).
3. Visible defects must be reported no later than within 3 business days from receipt of the goods.
4. Hidden defects must be reported:
 - a) immediately after their discovery;
 - b) no later than within 7 days from the date of discovery;
 - c) no later than within 3 months from the date of delivery.
5. Failure to submit a complaint within the above time limits shall constitute acceptance of the goods.
6. A complaint should include:
 - a) order number;
 - b) product name;
 - c) quantity of defective goods;
 - d) description of the non-conformity;
 - e) photographic documentation or other evidence;
 - f) expected manner of resolving the complaint.
7. Quantity complaints require an annotation on the transport document made upon receipt.
8. Nestor Springs shall examine the complaint within up to 14 days from receipt of a complete notification.
9. NS shall have the right to:
 - a) carry out an inspection;
 - b) request return of the goods;
 - c) commission an expert opinion from an independent expert.
10. Submission of a complaint shall not suspend the obligation to pay for the goods.
11. Return of the goods requires the prior consent of Nestor Springs expressed in documentary form.
12. Pursuant to Article 558 § 1 of the Polish Civil Code, the Parties exclude in full the liability of Nestor Springs under statutory warranty for defects in the Goods.
13. The exclusion of statutory warranty covers in particular liability for physical and legal defects in the Goods, regardless of the time at which they are revealed.
14. The Customer's rights related to defects in the Goods shall be limited exclusively to the rights arising from these GTC and mandatory provisions of law.

VI. TERMS OF SALE, FORCE MAJEURE AND LIABILITY

1. The liability of Nestor Springs is limited exclusively to physical defects existing at the time of release of the goods.
2. Liability is excluded for:
 - a) natural wear and tear;
 - b) improper use;
 - c) improper storage;
 - d) mechanical damage after delivery;
 - e) interference by third parties.

3. NS's liability is limited exclusively to the actual direct damage incurred.
4. The maximum liability of Nestor Springs is limited to the net value of the complained order.
5. Liability is excluded for:
 - a) lost profits;
 - b) production downtime;
 - c) loss of contracts;
 - d) contractual penalties imposed on the Buyer by its Customers;
 - e) indirect damage.
6. Nestor Springs shall not be liable for non-performance or improper performance of the agreement caused by Force Majeure.
7. In the event of Force Majeure, the completion date shall be extended accordingly by the duration of the impediment and the time necessary to resume performance of orders.

VII. CONFIDENTIALITY

1. The Customer undertakes to keep confidential all commercial, technological, organizational and technical information concerning Nestor Springs.
2. The provisions of sales agreements, cooperation terms and other information obtained by the Customer from the Supplier in any form in connection with commercial cooperation are confidential and may not, without the Supplier's written consent, be disclosed to third persons/entities during the cooperation period and for 5 years after the end of the cooperation, except in cases resulting from mandatory provisions of law.
3. Confidential information learned during the cooperation may not be disclosed to third parties without the prior written consent of Nestor Springs.

VIII. PERSONAL DATA PROTECTION

1. The Parties undertake to process personal data in accordance with applicable law, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR").
2. Personal data shall be processed solely for the purpose of:
 - a) conclusion and performance of the agreement;
 - b) ongoing commercial cooperation;
 - c) fulfillment of the Parties' legal obligations;
 - d) pursuing or defending claims related to the cooperation.
3. Each Party undertakes to fulfill, towards the persons whose data it processes, the information obligation in accordance with Article 13 or Article 14 of the GDPR.
4. The Parties undertake to apply appropriate technical and organizational measures ensuring protection of personal data against unauthorized disclosure, loss, destruction or access by unauthorized persons.
5. To the extent required by law, the Parties shall conclude a separate personal data processing agreement.

IX. COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS

1. The Customer declares that the materials, documentation, designs or specifications provided to NS do not infringe third-party rights.

2. The Customer shall bear full liability for infringement of intellectual property rights resulting from performance of an order according to documentation provided by the Customer.
3. If third-party claims related to infringement of intellectual property rights are brought against NS, the Customer undertakes to:
 - a) join the proceedings on NS's side;
 - b) release NS from liability;
 - c) cover all related costs and damages.
4. All rights to documentation, technology, know-how and solutions developed by Nestor Springs shall remain the exclusive property of NS.

X. QUALITY STANDARDS

1. The Goods shall be deemed compliant with the agreement exclusively with respect to the technical parameters specified in:
 - a) the order confirmation;
 - b) NS technical specification;
 - c) agreed quality documentation.
2. Advertising materials, catalogues, samples and visualizations are for information purposes only and do not constitute an assurance of specific properties of the goods.
3. Certificates and approvals are issued exclusively at the Customer's request and may be subject to an additional fee.
4. The Customer shall be obliged to apply the agreed quality control methods.
5. The Customer shall be responsible for storage conditions after delivery.
6. Transport complaints require preparation of a damage report upon receipt.
7. All claims of the Customer shall expire 6 months after the date of delivery of the goods.

XI. FINAL PROVISIONS

1. Any amendments to the agreement or deviations from the GTC require written form under pain of nullity.
2. If any provision of the GTC proves invalid or ineffective, the remaining provisions shall remain in force.
3. The Parties undertake to seek amicable resolution of disputes.
4. If no agreement is reached, disputes shall be resolved by the court having local jurisdiction over the registered office of Nestor Springs.
5. Agreements concluded between the Parties shall be governed by Polish law.
6. Nestor Springs reserves the right to amend these GTC.
7. These GTC shall enter into force on 20.05.2026.