

# General Terms and Conditions for the Purchase of Waste Electrical and Electronic Equipment, as well as Components Derived from Such Equipment

## I. General Provisions

1. These General Terms and Conditions for the Purchase of Waste Electrical and Electronic Equipment (hereinafter also referred to as the “General Terms and Conditions of Purchase”) apply to transactions carried out within the territory of Poland and the European Union by Maya Victory spółka z ograniczoną odpowiedzialnością, with its registered office in Bogumiłów, address: 97-410 Kleszczów, Bogumiłów, ul. Nowa 2, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Łódź, 20th Commercial Division of the National Court Register, under KRS No. 0000095431, NIP 769 19 82 965 and REGON 592 186 026 (hereinafter referred to as “Maya Victory”).
2. The General Terms and Conditions of Purchase apply to transactions involving the acquisition from Sellers of:
  - a) waste electrical and electronic equipment,
  - b) components derived from the dismantling of such equipment, in the form of:
    - electronic circuit boards,
    - waste fractions originating from computers, laptops and other devices,
    - copper laminate,which constitute waste within the meaning of Article 3(1)(6) of the Act of 14 December 2012 on Waste and waste electrical and electronic equipment within the meaning of the Act of 11 September 2015 on Waste Electrical and Electronic Equipment.
3. “Sellers” shall mean natural persons conducting business activity, legal persons, and organizational units without legal personality to which the law grants legal capacity.
4. Waste constituting the subject of purchase, irrespective of its type, must be complete, free of batteries and accumulators, and free from hazardous contamination, in particular hazardous, explosive or radioactive substances and materials as referred to in the Act of 14 December 2012 on Waste and in the implementing regulations issued thereunder.
5. Electronic circuit boards forming the subject of purchase transactions are classified according to their source of origin, materials used, components present, appearance, and technical condition, and are divided into the following groups:

### a) Class A Electronic Circuit Boards

Class A electronic circuit boards must be cleaned of batteries, aluminum heat sinks, plastic CPU brackets, and steel components. This group includes:

- GSM gold boards (characterized by a large number of integrated circuits and gold traces),
- telecommunications boards,
- graphics expansion cards with BGA,
- mixed-type expansion cards (sound, network, TV, LAN, graphics),
- old Class A motherboards 486, 463, slot 1–8,
- old Class A motherboards 462, 370, 423,
- HDD boards,
- CD-ROM drive boards,
- new Class A motherboards (0 BGA),
- new Class A motherboards (1 BGA),

- new Class A motherboards (2 BGA),
- new/mixed Class A motherboards,
- laptop boards,
- tablet boards,
- boards from old mobile phones,
- boards from smartphones,
- boards from LCD panels and strips,
- dual server motherboards,
- server boards (0, 1, 2, 3 or more BGA),
- automotive computer boards,
- server backplanes,
- computer backplanes (low-end backplanes),
- measurement boards.

#### b) Class B Electronic Circuit Boards

Class B electronic circuit boards originate from printers, photocopiers, decoders, and measuring equipment. They must be cleaned of batteries, aluminum heat sinks, plastic CPU brackets, and steel components. They are divided into the following subgroups:

- Class B1 boards, characterized by a high amount of gold plating,
- Class B2 boards, with a low amount of gold plating, originating, inter alia, from decoders and printers,
- Class B3 boards, with a low number of ICs, originating, inter alia, from decoders and printers,
- Class B4 boards, characterized by the absence of ICs or their very small number, originating from scanners and new printers.

#### c) Class C1 Electronic Circuit Boards

Class C1 electronic circuit boards originate from televisions, monitors, and other electronic devices. They mainly contain copper and electronic components with a low content of steel elements.

Boards of this class must be:

- cleaned of batteries, steel frames, and plastic components,
- delivered intact, in a homogeneous, unshredded form.

Permissible content:

- Fe – max. 3%,
- Al – max. 5%,
- other – max. 1%.

#### d) Class C1b Electronic Circuit Boards

Class C1b electronic circuit boards constitute a subgroup of Class C1 and are characterized by a higher content of steel components. They originate from newer types of televisions, monitors, and other electronic devices.

Boards of this class must be:

- cleaned of batteries, steel frames, plastic components, and other foreign materials,
- delivered intact, in a homogeneous, unshredded form.

Permissible content:

- Fe – max. 20%,
- Al – max. 5%,
- other – max. 1%.

#### e) Class C2 Electronic Circuit Boards

Class C2 electronic circuit boards originate from televisions and monitors equipped with steel frames and from other devices that cannot be classified under Classes A, B, or C1. Boards of this class must be:

- cleaned of batteries,
- free from hazardous contamination, including hazardous or radioactive substances or materials.

4 Copper laminate must contain at least 15% copper (Cu) or meet other quality parameters specified in the Order.

5 Gold-plated copper laminate must contain at least 15% copper (Cu) and a minimum of 10 g/t of gold (Au), unless the Order specifies different quality characteristics and parameters.

6 The electrical and electronic equipment listed below, forming the subject of purchase, must be complete, free of batteries and accumulators, and free from hazardous and radioactive contamination, including hazardous or explosive materials and any other elements that may pose a risk to the environment or human health:

- 1 laptops,
- 2 landline telephones, mobile phones, and smartphones,
- 3 tablets,
- 4 decoders,
- 5 switches and routers,
- 6 PC computers,
- 7 servers,
- 8 meters,
- 9 payment terminals,
- 10 docking stations,
- 11 card readers,

12 automotive computers.

7. Waste constituting fractions originating from computers, laptops, and other devices, forming the subject of the purchase transaction and not being electronic circuit boards or equipment specified in item 6 above, must be complete and meet the following requirements:

- a) complete server power supply units – each unit must be complete and free of batteries,
- b) computer power supply units with cable – each unit must be complete and equipped with a cable containing Cu,
- c) computer power supply units without cable – each unit must be complete,
- d) external laptop power supply units with cable,
- e) external laptop power supply units without cable,
- f) switching power supply units,
- g) IDE ribbon cables,
- h) connectors from IDE computer ribbon cables,
- i) heavy connectors with Au pins,
- j) drives – each drive must contain a PCB board and be cleaned of plastic casing or steel caddies,
- k) hard disk drives – each drive must contain a PCB board,
- l) RAM Au – each RAM module must be cleaned of aluminum or steel plates,
- m) RAM Ag – each RAM module must be cleaned of aluminum or steel plates,
- n) processors – each processor must be free of aluminum heat sinks and steel components.

7. The waste forming the subject of the purchase transaction constitutes the property of the Seller and is free from legal defects and any third-party rights or encumbrances. The Seller declares that the waste originates from lawful sources. Such waste must be complete, cleaned of batteries and accumulators, and free from hazardous contamination, including hazardous, explosive, or radioactive substances and materials. Deliveries containing waste must be free of hazardous, explosive, radioactive materials and sealed containers. Detection by Maya Victory of any contamination shall constitute grounds for refusal to accept the entire delivery and its return at the Seller's expense. Unless otherwise agreed by the Parties in the Order, the provisions of these General Terms and Conditions of Purchase shall apply directly to Orders signed by Maya Victory and the Seller and shall be binding upon the Parties as set forth herein.

8. The content of the Order together with these General Terms and Conditions of Purchase constitutes the entire agreement concerning the purchase transaction concluded between Maya Victory and the Seller and supersedes all prior negotiations, general terms and conditions of sale presented by the Seller, positions, policies, and arrangements made orally, in writing, by electronic mail, text messages, or electronic communicators. No terms and conditions other than those specified in these General Terms and Conditions of Purchase and in the Order (constituting the agreement between Maya Victory and the Seller) regarding the purchase of waste electrical and electronic equipment and components derived therefrom, including electronic circuit boards, waste fractions, and copper laminate, regardless of the form or manner in which they were presented or communicated, shall apply to Maya Victory unless expressly confirmed by Maya Victory in the form of a written amendment to the Order. The General Terms and Conditions of Purchase constitute an integral part of the Order as an appendix thereto. No separate declaration of intent by the Parties is required for them to become binding. If the General Terms and Conditions of Purchase have not been attached to the Order, the Parties shall be bound by the version of the General Terms and Conditions of

Purchase in force and published on Maya Victory's website on the date of conclusion of the Order: <https://maya.com.pl>.

9. In the event that the provisions of the General Terms and Conditions of Purchase conflict with the content of the Order, the provisions of the Order shall prevail. Any terms and conditions of sale or purchase of waste electrical and electronic equipment and components derived therefrom, including electronic circuit boards, waste fractions, and copper laminate, that are inconsistent with these General Terms and Conditions of Purchase or with the content of the Order (Agreement), and that are contained in documents issued or made available by the Seller, shall not be binding upon Maya Victory, even if they have not been expressly rejected or contested by Maya Victory.

10. No terms and conditions other than those specified in these General Terms and Conditions of Purchase and in the Order (constituting the agreement between Maya Victory and the Seller) regarding the purchase of waste electrical and electronic equipment and components derived therefrom, including electronic circuit boards, waste fractions, and copper laminate, regardless of the form or manner in which they were presented or communicated, shall apply to Maya Victory unless expressly confirmed by Maya Victory in the form of a written amendment to the Order.

11. The General Terms and Conditions of Purchase constitute an integral part of the Order as an appendix thereto. No separate declaration of intent by the Parties is required for them to become binding. If the General Terms and Conditions of Purchase have not been attached to the Order, the Parties shall be bound by the version of the General Terms and Conditions of Purchase in force and published on Maya Victory's website on the date of conclusion of the Order: <https://maya.com.pl>

12. Any terms and conditions of sale or purchase of waste electrical and electronic equipment and components derived therefrom, including electronic circuit boards, waste fractions, and copper laminate, that are inconsistent with these General Terms and Conditions of Purchase or with the content of the Order (Agreement), and that are contained in documents issued or made available by the Seller, shall not be binding upon Maya Victory, even if they have not been expressly rejected or contested by Maya Victory.

## II. Order

1. The Parties to the Agreement shall, through negotiations, determine the terms and conditions of the transaction for the purchase of waste in the form of waste electrical and electronic equipment and components derived from their dismantling, including in particular electronic circuit boards, waste fractions, copper laminate, as well as other electronic subassemblies and components.
2. Confirmation of the conclusion of the Agreement by the Parties shall be the Order signed by both Parties, specifying the fundamental terms of cooperation, including in particular the subject of the transaction, the price, delivery terms, and the payment deadline. The Order reflects the arrangements previously agreed upon by the Parties.
3. The basis for the execution of the purchase transaction concerning waste, including waste electrical and electronic equipment and components derived from their dismantling, shall be the Order signed by both Parties. The Order constitutes an agreement specifying, in particular, the commercial, quantitative, qualitative, and

- pricing terms, as well as the rules governing the performance, acceptance, and settlement of the transaction. The Order shall be concluded in written form.
4. Maya Victory shall, in each case, provide the Seller, via electronic mail and by postal service or courier, with a version of the Order signed unilaterally, containing the terms and conditions for the purchase of waste covered by these General Terms and Conditions of Purchase as previously agreed. The postal or courier shipment shall contain two identical counterparts of the Order signed unilaterally by Maya Victory.
  5. In the case of transboundary shipments of waste, the Parties shall additionally comply with the legal provisions in force on the date of the shipment, in particular:
    - a) until 21 May 2026 – the provisions of Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste, including the obligation to attach the document specified in Annex VII. The Agreement shall be concluded no later than 3 days prior to the commencement of the shipment.
    - b) from 22 May 2026 – the provisions of Article 18 of Regulation (EU) 2024/1157 of 11 April 2024 on shipments of waste, amending Regulations (EU) No. 1257/2013 and (EU) 2020/1056 and repealing Regulation (EC) No. 1013/2006 (OJ L, 2024/1157, 30.4.2024) (General information requirements), which regulate the entire shipment procedure and introduce the obligation of electronic exchange of information. The Agreement must be concluded and remain in force no later than at the time of completion of the document specified in Annex VII (or its electronic equivalent), which shall take place no later than 2 (two) working days prior to the commencement of the shipment. From 21 May 2026, the Parties shall be obliged to maintain documentation and exchange information concerning waste shipments in electronic form in accordance with Article 27 of Regulation (EU) 2024/1157, and to ensure that the Carrier has access to the required documents throughout the transport. The provisions of sections 3 and 4 above shall apply accordingly.
  6. The Agreement shall be deemed concluded on the date the last signature is affixed by the Parties. Each Party shall indicate the date of its signature. If one of the Parties fails to indicate the date of signature, the date of conclusion of the Agreement shall be deemed to be the date of signature indicated by the other Party in the content of the Order.

### III. Payment Terms and Invoicing

1. The prices specified in the Order include all taxes, margins, insurance, and any other costs incurred by the Seller.
2. Unless otherwise stipulated in the Order, the price also includes the costs of delivery of the waste, including in particular electronic circuit boards, electrical and electronic equipment, and waste fractions originating from computers, laptops, and other devices, to the location specified in the Order. The price is determined on a DDP – Place of Destination basis in accordance with Incoterms 2020.
3. Following delivery of the waste and its verification by Maya Victory, the Seller shall be entitled to issue a VAT invoice.
4. Depending on the content, VAT invoices must include the number and date of the Order and its abbreviated subject matter or at least the date of the Order.
5. The price shall be payable on the basis of a properly issued VAT invoice upon the cumulative fulfillment of the following conditions:
  - (1) receipt of the waste by Maya Victory, and
  - (2) completion by Maya Victory of an inspection of the waste delivery without reservations, in particular with respect to its condition, composition, and quality.

6. If Maya Victory raises objections regarding the subject of the purchase which are acknowledged by the Seller, the new price for such delivery and the payment deadline shall be determined in a separate agreement between the Parties.
7. The basis for issuing an invoice by the Seller shall be the Goods Receipt Note (PZ) and, where applicable, an entry in the BDO system. The PZ document shall be sent to the Seller by electronic mail no later than within 5 business days from the date of receipt of the delivery.
8. The price includes value added tax (VAT) at the rate applicable under the binding regulations.
9. Amounts due under properly issued invoices, accompanied by a complete set of documents, i.e., the weighbridge ticket, the WZ document (Goods Issue Note), the PZ document (Goods Receipt Note), and the Waste Transfer Note (KPO) issued and approved in the BDO system, unless the transaction is carried out in accordance with Article 18 of Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste or Article 18 of Regulation (EU) 2024/1157 of 11 April 2024 on shipments of waste, shall be payable within the time limit specified in the Order, calculated from the date of delivery of the properly issued invoice.
10. The date of payment shall be deemed to be the date on which Maya Victory's bank account is debited.
11. Payment of the price shall be made by bank transfer to the account indicated on the Seller's invoice.
12. The Seller shall send invoices in electronic form to the following e-mail address: faktury@elektrycznesmieci.pl, to which Maya Victory hereby consents pursuant to Article 106n(1) of the Act of 11 March 2004 on Value Added Tax. Receipt of the e-mail message by Maya Victory's server shall be deemed delivery of the invoice.
13. In the case of Sellers established in Poland, the Seller shall be obliged to indicate on the VAT invoice the bank account number disclosed in the list of entities registered as VAT taxpayers, unregistered, deleted, and reinstated to the VAT register maintained by the Head of the National Revenue Administration (hereinafter the "White List").
14. In the event of a discrepancy between the account indicated on the invoice and the account indicated on the White List, Maya Victory shall be entitled to make payment to the account indicated on the White List as the Seller's account.
15. Payment to the account indicated on the White List as the Seller's account shall result in the discharge of Maya Victory's obligation towards the Seller.
16. If the Seller's bank account is not disclosed on the White List, Maya Victory shall be entitled to pay the remuneration to the account indicated on the invoice, while simultaneously fulfilling the obligations arising from applicable legal provisions, including notification of the fiscal criminal authorities.
17. Assignment by the Seller of all or part of the rights and/or obligations arising from the Order to a third party, including the assignment of receivables arising from the Order to a third party, shall require the prior written consent of Maya Victory, granted under pain of nullity.
18. In the event that the Seller has received an advance payment towards the price and the transaction is not completed for any reason whatsoever, the Seller shall be obliged to return the advance payment no later than within 7 days from the date of receipt of a demand from Maya Victory in this respect.

#### IV. Delivery, Transport, and Delivery Date

1. The Seller shall be obliged to perform deliveries of waste, including in particular electronic circuit boards, electrical and electronic equipment, waste fractions originating from computers, laptops, and other devices, as well as copper laminate, in accordance with the applicable laws and the content of the Order signed by the Parties.
2. The waste referred to in section 1 shall be delivered to the location specified in the Order at the Seller's expense, unless the Order expressly provides otherwise.
3. Acceptance of waste by Maya Victory shall take place during the operating hours of Maya Victory's facilities, i.e., on business days from Monday to Friday, excluding public holidays, between 7:00 a.m. and 3:00 p.m.
4. Maya Victory shall not be liable for any damage to the means of transport used to deliver the waste that occurs during unloading due to reasons attributable to the Seller or third parties engaged by the Seller. In particular, Maya Victory shall not be liable for damage resulting from improper loading or arrangement of the waste. Maya Victory shall also not be liable for any damage or defects arising in connection with the movement of the means of transport within the premises of Maya Victory's facility.
5. The Seller shall be obliged to notify each planned delivery of waste by electronic mail no later than 2 days prior to the planned delivery date. The notification shall include information on the quantity and type of waste, as well as the planned date and time of delivery. Furthermore, depending on the applicable regulations, the Seller shall be obliged to provide the data required by the SENT system (Electronic Transport Supervision System) and to make the appropriate notification so that the transport of waste is carried out in compliance with the law.
6. The final weight and quality class of the delivered waste shall be determined on the basis of the weighing results and the quality assessment carried out by Maya Victory. Maya Victory shall inform the Seller, by electronic mail, of the determined weight and quality class of the waste no later than within 5 business days from the date of weighing and assessment. The obligation to provide such information shall also be deemed fulfilled by including the weight and quality class data in the PZ document or in the BDO system. In the case of deliveries of copper laminate, the time limit for providing the above information may be extended to up to 10 business days.
7. The weight of the waste forming the subject of the purchase transaction shall be determined by certified measuring devices located at Maya Victory's facilities.
8. A delivery of waste carried out exclusively within Poland shall be documented by: (1) a WZ document, which shall specify the quantity, type, including class, and (2) a Waste Transfer Note issued in the BDO system. In the event that the delivery is made from a country other than Poland, each delivery shall, in addition to the WZ document, be accompanied—depending on the applicable regulations—by the relevant document required for transboundary shipments of waste, namely:
  - a) until 21 May 2026: the document specified in Annex VII to Regulation (EC) No. 1013/2006 of 14 June 2006 on shipments of waste,
  - b) from 22 May 2026: the documentation required pursuant to Article 18 of Regulation (EU) 2024/1157 of 11 April 2024 on shipments of waste, including mandatory electronic exchange of information in accordance with Article 27 of that Regulation.
9. Maya Victory permits delivery of waste with a tolerance of +/- 20% of the quantity specified in the Order.

10. The delivery date specified in the Order shall mean the date on which the Seller is obliged to deliver the waste to the delivery location indicated in the Order.
11. If there is a risk of failing to meet the delivery date, the Seller shall immediately inform Maya Victory, in writing or by electronic mail, of the anticipated period of delay and the reasons thereof.
12. In the event of failure to perform the delivery or delay attributable to the Seller, Maya Victory shall be entitled to impose a contractual penalty of 10% of the value of the Order.
13. If the Seller fails to perform or improperly performs the provisions of the Order, in particular by delivering waste not in accordance with the content of the Order, Maya Victory shall be entitled, within 30 days from the date of becoming aware of the breach, to withdraw from the Order in whole or in part with effect for the future.
14. Irrespective of the above entitlement, Maya Victory shall have the right to terminate the Order with immediate effect in the event of a justified suspicion that the Seller will not be able to properly fulfill its contractual obligations as specified in the Order.

#### V. Verification of Waste Delivery

1. Title to the waste forming the subject of the purchase shall transfer to Maya Victory upon positive verification of the delivery and its formal acceptance by Maya Victory (i.e., without reservations as to its condition, composition, and quality).
2. In the event that Maya Victory raises objections regarding the subject of the purchase, title shall transfer to Maya Victory only on the date of the final determination of the new price or the conditions for acceptance of the disputed waste forming the subject of the purchase.
3. The Seller acknowledges and accepts that Maya Victory is entitled to submit a declaration of price reduction where the subject of sale is defective, in particular where it contains contaminants or lacks the features, properties, or quality specified in the Order. The reduced price shall remain in the same proportion to the price resulting from the Order as the value of the defective waste bears to the value of non-defective waste, in accordance with Article 560 of the Civil Code.
4. On each occasion, on the date of delivery and no later than within 5 business days from the date of delivery of the waste by the Seller, Maya Victory shall be entitled to verify the subject of the purchase, in particular with respect to its appearance, content, quantity, quality, degree of contamination, moisture level, condition, and method of preparation for transport.
5. If the verification referred to in section 4 above demonstrates that the subject of the delivery does not meet the required specifications/parameters, Maya Victory shall, no later than within 5 business days from the date of verification, provide the Seller by electronic mail with a written report specifying the identified irregularities, including photographic documentation.
6. The Seller shall be entitled to personally inspect the disputed delivery within 5 business days from the date of transmission by Maya Victory of a scanned copy of the verification report.
7. If, within 7 business days from the date of transmission of the report documenting the identified irregularities, the Parties fail to reach agreement on the new price of the disputed delivery, Maya Victory shall be entitled to take one of the following two decisions:
  - a) Maya Victory may unilaterally reduce the purchase price in accordance with the principle of proportionality under which the value of the defective waste bears to the

value of non-defective waste. Such reduction may amount to up to 100% of the value of the disputed delivery if the value of the defective waste is zero. In such case, the delivery shall be accepted at the adjusted price; or

b) Maya Victory may refuse to accept the delivery and demand its return. In such case, the Seller shall be obliged to collect the disputed delivery at its own expense no later than within 3 business days following the expiry of the 7-day period for reaching agreement.

8. In the event of delay by the Seller in collecting the disputed delivery, Maya Victory shall be entitled to impose a contractual penalty of PLN 1,000 for each day of delay.
9. A delay by the Seller in collecting the disputed delivery exceeding 14 days shall mean that the Seller has relinquished ownership of the disputed waste to Maya Victory without remuneration. In such case, Maya Victory shall be entitled to manage the delivered waste at its own expense and in its own name, and any income derived from such management shall belong to Maya Victory, without prejudice to the right to claim the imposed contractual penalty and reimbursement of incurred management costs.
10. The basis for issuing a VAT invoice by the Seller shall be the PZ document and an entry in the BDO system, unless the transaction is exempt from this requirement. The PZ document shall be sent by Maya Victory to the Seller by electronic mail no later than within 7 business days from the date of receipt of the delivery, provided that the verification of the waste delivery has not revealed any irregularities.
11. In the case of waste in the form of copper laminate, where the purchase price is determined based on the actual copper content, sampling and determination of moisture content shall take place no later than within 3 business days from the date of delivery. The Seller shall be entitled to participate in these activities upon prior request; absence of the Seller during such activities shall be deemed a waiver of this right and acceptance of the results.
12. The result of the analysis of copper content conducted by Maya Victory (performed in a certified external laboratory) shall constitute the sole and unquestionable basis for determining the purchase price.

## VI. Confidentiality

1. Any information obtained by the Seller in the course of negotiations or in connection with the performance of the Order, in particular commercial, technical, and organizational information, data contained in the document specified in Annex VII to Regulation (EC) No. 1013/2006, and as of 22 May 2026, data transmitted or made available pursuant to Article 18 of Regulation (EU) 2024/1157, regardless of whether in paper or electronic form or as part of an agreement concluded between the Parties in accordance with the requirements of that Regulation, as well as information concerning Maya Victory's customers, know-how, applied procedures, and any other information of a confidential nature, shall constitute Confidential Information and may not be disclosed to third parties without the prior written consent of Maya Victory.
2. The following shall not constitute Confidential Information:
  - a) information that was known to the Seller prior to its receipt from Maya Victory, provided that its disclosure does not constitute a breach of law or of any contractual obligations by the Seller or by the third party that disclosed such information to the Seller;
  - b) information that was publicly available prior to its receipt from Maya Victory or that was publicly disclosed by a third party, provided that such disclosure by the third

party was made without breach of any confidentiality obligation arising from law or contractual commitments.

3. Confidential Information may be disclosed by the Seller exclusively:
  - a) to persons for whom such information is necessary for the performance of activities undertaken in connection with the execution of the Order and solely for the purpose of performing such activities;
  - b) to entities authorized to receive Confidential Information pursuant to applicable laws (including where disclosure is required by a mandatory provision of law, a court ruling, or a decision of another competent authority).
4. The Seller undertakes to:
  - a) use Confidential Information solely to the extent required for the performance of activities undertaken in connection with the execution of the Order;
  - b) refrain from copying or reproducing Confidential Information except to the extent necessary for the performance of the Order;
  - c) subject to any different provisions of the General Terms and Conditions of Purchase, not disclose Confidential Information to any third parties;
  - d) protect Confidential Information against access by unauthorized third parties in a manner ensuring its security and appropriate protection against unauthorized disclosure, copying, use, or exploitation;
  - e) maintain Confidential Information in strict confidence during the term of the Order and for a period of 2 years following its completion.

## VII. Governing Law and Jurisdiction

1. The Order and the General Terms and Conditions of Purchase shall be governed by and construed in accordance with Polish law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods is excluded.
3. The court competent to resolve any disputes between the Seller and Maya Victory shall be the common court having jurisdiction over the registered office of Maya Victory.
4. In the event that the Order is concluded in both Polish and English language versions, the Polish language version shall prevail.

## VIII. Personal Data

1. The Seller undertakes to provide its representatives and persons engaged by it (regardless of the legal basis of their engagement, e.g., civil law contracts), whose personal data will be disclosed to Maya Victory as the data controller in connection with the conclusion and performance of the Order, with the information known to the Seller as specified in Article 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council 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.
2. For the purpose of fulfilling the obligation referred to in section 1 above, the Seller shall promptly, but no later than within 7 days from the date of conclusion of the Order, provide all persons referred to in section 1 with the information specified in Appendix No. 1 to the General Terms and Conditions of Purchase.

## IX. Violations of Law

1. The Seller acknowledges and accepts that Maya Victory considers any actions involving the transfer of financial or other benefits in any form to employees, associates of Maya Victory, or persons affiliated with them, as a breach of the standards of fair commercial cooperation and, consequently, as an independent ground for withdrawal from the Order in whole or in part.
2. The Seller represents and undertakes that, in connection with the Order and any transaction related thereto, none of its owners or other entities holding a financial interest in the Seller's business, directors, employees, or persons acting in its name or on its behalf, shall promise, offer, or grant, for the purpose of achieving an intended objective, any undue advantages (including, inter alia, valuable gifts), directly or indirectly, to any employees, associates, or members of the management of Maya Victory, nor to their relatives or any other entities belonging to the Maya Victory Group.
3. In the event of a breach of the provisions of section 2 above by the Seller or by a third party acting in its name or on its behalf, Maya Victory shall be entitled to withdraw from the Order in whole or in part within 30 days from the date of becoming aware of the breach.

## X. Final Provisions

1. These General Terms and Conditions of Purchase may be unilaterally amended by Maya Victory at any time without stating any reason; however, any amendments to the General Terms and Conditions of Purchase shall not affect Orders already initiated by the affixing of signatures by both the Seller and Maya Victory to the content of the Order. Such agreements shall be governed by the General Terms and Conditions of Purchase in force on the date the Order was signed by the Parties.
2. The General Terms and Conditions of Purchase shall apply as of 12.11.2025.

### **Appendix No. 1 to the General Terms and Conditions of Purchase of Waste Electrical and Electronic Equipment and Components Derived Therefrom**

Information Clause of Maya Victory spółka z ograniczoną odpowiedzialnością for the Seller Being an Entrepreneur and Its Representatives

1. The controller of personal data is: Maya Victory sp. z o.o., ul. Nowa 2, 97-410 Kleszczów, KRS 0000095431, NIP 7691982965.
2. In connection with the conclusion and performance of the Order, the Controller processes personal data of: the Seller being a natural person conducting business activity (sole trader) – as a party to the agreement; Representatives, employees, proxies, or other persons designated by the Seller (where the Seller is a legal person or another organizational entity).
3. The Controller processes the following data: identification data (first name, last name, business name, NIP, REGON), contact data (telephone number, e-mail address, business address), data relating to representation (position, function, authorizations), and data resulting from documents related to waste management (e.g., KPO, BDO, Annex VII). Such data originate from the Seller in connection with negotiations, conclusion, and performance of the Order.

4. The data are processed:
  - a) for the purpose of concluding and performing the Order/agreement (Legal basis: Article 6(1)(b) GDPR; in the case of representatives – Article 6(1)(f) GDPR);
  - b) for the purpose of fulfilling legal obligations, including: tax and accounting obligations; obligations arising from the Waste Act and BDO regulations; obligations related to transboundary shipments of waste, including EU Regulations (Legal basis: Article 6(1)(c) GDPR);
  - c) for the purposes of the legitimate interests pursued by the Controller (defense against claims, ensuring business contact) (Legal basis: Article 6(1)(f) GDPR).
5. In the case of the Seller being a natural person (sole trader), the provision of data is necessary for the conclusion and performance of the agreement. In the case of representatives, the provision of data constitutes a contractual requirement arising from the performance of the Order. Failure to provide data makes it impossible to perform the Order.
6. The data shall be retained for the duration of the Order and thereafter for the period required under tax and accounting regulations, as well as for the period of limitation of civil law claims.
7. The data may be disclosed to: public authorities, in particular Tax Offices and authorities supervising waste management; entities providing services to the Controller under agreements (e.g., accounting, IT, transport companies); and entities within the MB Recycling Group to which the Controller belongs. The data are not transferred to third countries (outside the EEA).
8. The data are not processed by automated means, including profiling that produces legal effects.
9. The data subject has the right to: access the data, rectify the data, erase the data, restrict processing, data portability, and object to processing. Furthermore, the data subject has the right to lodge a complaint with the President of the Personal Data Protection Office – more information: <https://uodo.gov.pl/pl/83/155>.

More information on the rights of data subjects is available in Articles 12–23 of Regulation (EU) 2016/679 of the European Parliament and of the Council 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, the text of which can be found at: <https://eur-lex.europa.eu/legal-content/PL/TXT/?uri=CELEX%3A32016R0679>.