



GENERAL CONDITIONS OF CONTRACT

INTROL AUTOMATYKA Limited liability company

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I. General provisions

1. The General Conditions of the Supplier's Contract (hereinafter referred to as the **GCC**) define in particular the rules for concluding and implementing contracts, in particular sales, delivery and service contracts (including assembly), between INTROL AUTOMATYKA Limited liability company with its registered office in Katowice, address: Katowice 40-519, ul. Tadeusza Kościuszki 112, entered into the Register of Entrepreneurs kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under the number KRS 0001005524, REGON 003514840, NIP 6342449485, BDO: 000090111 (hereinafter referred to as the **Supplier**) and the entity purchasing the goods or service from the Supplier (e.g. assembly), who is not a consumer, and a natural person who concludes a contract directly related to its business activity, which is not of a professional nature for it, within the meaning of the Civil Code (hereinafter referred to as the **Buyer**).
2. GCC, subject to paragraph 7 below, may be accepted by the Buyer only without reservations; acceptance of the GCC with any reservations is tantamount to rejection of the GCC (the Supplier's accession to perform any activities prior to the conclusion



of the contract will not be treated as consent to the terms and conditions specified by the Supplier). If the Buyer accepts the GCC, it is considered that the Buyer has accepted their application also for all future contracts concluded between the parties to the Supplier and the Buyer, until the Supplier changes or cancels the GCC. The GCC constitute an integral part of each contract concluded between the Supplier and the Buyer (including the one concluded in the future), also if in individual cases they are not expressly referred to - the presumption of the validity of the GCC in all contracts concluded by the parties. The GCC constitute an integral part of, in particular, each Supplier's offer and each Order Confirmation issued by the Supplier.

3. The Supplier reserves the right to modify the GCC at any time, the modification does not apply to already concluded contracts. The GCC shall apply to a given contract, valid at the moment of concluding a given contract.
4. In case of doubt, the provisions of the contract concluded by the Parties take precedence over the provisions of the GCC. The Buyer agrees that, to the extent permitted by law, the provisions of the GCC shall take precedence over the regulations resulting from the provisions of common law.
5. Any terms of contract performance contained in the Buyer's documents (e.g. general terms and conditions, contract templates and regulations used by the Buyer) inconsistent or exceeding the provisions of the contract concluded between the Supplier and the Buyer, in particular inconsistent with or exceeding the provisions of the GCC, are invalid and not are binding on the Supplier.

No express objection of the Supplier to any conditions other than those specified in the contract concluded between the Supplier and the Buyer, as well as the actual release of the goods or the performance of the service by the Supplier, shall in no case be interpreted as acceptance of contractual terms other than those contained in the contract concluded by the Supplier and the Buyer, the conditions expressly accepted by the Supplier.

6. The Supplier's failure to exercise any right resulting from breach of contractual terms by the Buyer may not be interpreted as a waiver of such right.
7. The Parties may, in a given contract (concluded by the Parties), exclude the binding force of the GCC in whole or in terms of individual provisions of the GCC, as well as change some provisions of the GCC, only in written or electronic form, under pain of nullity. Amendments or exclusions of the GCC apply only to the contract in which they were concluded.
8. The Supplier reserves the right to make the GCC available on its website. The exact address of the GCC on the Supplier's website may be included, inter alia, in the Supplier's offer or valuation, or on the document confirming the order acceptance by the Supplier. The Buyer may at any time recall the GCC from the Supplier's website and record them using the ICT system.



The Supplier may provide the Buyer by e-mail with a PDF (Portable Document Format) file containing the GCC or a link to the GCC.

9. The Supplier reserves the right to provide the Buyer with the GCC by e-mail along with the valuation or offer.
10. The Buyer declares the purchase of the goods for purposes directly related to business or professional activity.

II. Conclusion of the contract

1. The Supplier reserves the right to prepare the Buyer, on the basis of the Buyer's inquiry, a valuation, which does not constitute an offer within the meaning of the Civil Code, and is prepared based on the information received from the Buyer (e.g. regarding dimensions, parameters), documents (including sketches), site visits and other arrangements of the Parties.
2. Before placing an order for the goods (indicated in the valuation), the Buyer is obliged to check the compliance of the data included in the Supplier's valuation with the request (GCC constitute an integral part of each valuation) and notify the Supplier of any identified inaccuracies via e-mail. The Supplier, after receiving information from the Buyer about the inaccuracies, is entitled to prepare a new valuation.
3. The Buyer may place orders (offers to conclude a contract) to the Supplier in one of the following ways:
 - a) in writing,
 - b) in electronic form,
 - c) in document form.

In any case, the order must be signed with the full name of the person/persons placing the order on behalf of the Buyer, having the right to represent the Buyer and conclude contracts on the Buyer's behalf. If possible, it is recommended that the orders be stamped with the Buyer's company stamp.

In each case, placing an order by the Buyer is tantamount to accepting the conditions specified in the GCC.

4. The contract is concluded at the earliest moment, i.e.
 - a) upon sending the Order Confirmation (only on the terms specified in the valuation and Order Confirmation) by the Supplier (not to be confused with the confirmation of receipt of the message containing the order), or
 - b) as of the moment specified in chapter 11 of the GCC below, or
 - c) upon receipt by the Supplier of the order specified in chapter II paragraph 8 of the GCC below (if the order does not in any way change the Supplier's offer), or
 - d) as of the moment specified on the basis of the regulation in chapter II paragraph 9 of the GCC, or
 - e) upon signing the contract by the Parties.
5. If the Supplier accepts the Buyer's order, the Supplier will send the Buyer information about the acceptance of the order (called the Order Confirmation), in writing or



via e-mail, within the time limit specified by the Supplier (conclusion of the contract based on the Supplier's valuation).

The Supplier is not required to send the Order Confirmation if the Buyer's order is placed on the basis of an offer made to the Buyer by the Supplier, and the order does not contain any objections to the offer (other conditions than specified in the offer) (conclusion of the contract based on the Supplier's offer); any change in the Buyer's order of the conditions presented in the Supplier's offer shall be deemed as the rejection of the Supplier's offer and the submission of a new purchase offer by the Buyer.

6. The Buyer's request to modify an order previously placed by the Buyer (not applicable to an order placed in response to the Supplier's offer, an order placed without any reservations) or an inquiry shall be understood as placing a new order or a new inquiry by the Buyer (modification before concluding the contract).

In a situation where the Buyer requests to modify an already concluded contract, and the Supplier has agreed to it, the Buyer (after obtaining information from the Supplier about costs related to it) will be charged with all costs incurred by the Supplier due to the performance of the original order (e.g. due to the commencement of the implementation of the original order) and the costs of modification (in the amount specified by the Supplier), the Buyer is obliged to pay them within the time limit specified by the Supplier; (modification before concluding the contract).

7. The order (purchase offers) sent to the Supplier by the Buyer, based on the Supplier's valuation, must contain:

- a) Buyer's data,
- b) Supplier valuation number (if it was prepared),
- c) name and number of goods or services (determined according to the Supplier's standards),
- d) quantity of goods expressed in the Supplier-binding units,
- e) requested place and method of delivery of goods and VAT invoices,
- f) current VAT number and EU VAT number for foreign customers.

8. When placing an order based on the Supplier's offer (if such was expressly submitted to the Buyer), the Buyer is obliged to indicate:

- a) offer number,
- b) offer date,
- c) price of goods or services indicated in the offer,
- d) quantity of goods expressed in the Supplier-binding units,
- e) requested place and method of delivery of goods and VAT invoices,
- f) current VAT number and EU VAT number for foreign customers.

9. Placing an order, in accordance with paragraph 7 above, the Buyer does not bind the Supplier, and the failure to send the Buyer the Order Confirmation will not mean "silent acceptance of the order", unless the Supplier will proceed with the execution



of the order (counting from the moment of receipt of the order by the Supplier) within 10 business days and will inform the Buyer about it within this time (the date of sending the information to the Buyer shall decide).

10. The Supplier reserves the right to inform the Buyer about the reasons for not accepting the Buyer's order.
11. If the Supplier accepts the order with reservations, the Buyer is bound by the content of these reservations (sent in writing, electronic or documentary form), unless the Buyer presents it immediately, no later than within 2 (two) business days (counting from the moment of the Supplier sending the objections to the Buyer) the possible comments to the objections of the Supplier (the date of receipt of the message by the Supplier shall decide). The Buyer's comments on the Supplier's objections shall be deemed to be the cancellation of the previous order and the submission of a new order, and the provisions of the preceding sentences shall apply accordingly.
12. In the event of circumstances justifying (in the opinion of the Supplier) a change in the conditions specified in the contract, related in particular to the technical, quality, logistic (transport) or scope of the contract, the Supplier reserves the right, on the basis of a separate agreement (concluded in writing or electronic form) - specifying in particular additional remuneration and a new contract completion date - perform the amended contract.

In the case of the Buyer's disagreement expressed in writing or electronic form (within the period specified by the Supplier, not shorter than 5 (five) business days from the date the information is provided to the Buyer; the moment of receipt of the consent by the Supplier) to a proposal to amend the terms and conditions of the contract, within the scope specified by the Supplier, each of the Parties will have the right to withdraw from the contract within 30 days from the date of expiry of the period for the consent of the Buyer (without any further liability of the Supplier - to the maximum extent permitted by law - for the expiry of the contract), and the Buyer is obliged in particular to settle with the Supplier for the already completed part of the contract, to the extent and time specified by the Supplier.

If the Buyer does not react (within the period specified by the Supplier, not shorter than 5 (five) business days from the date of providing the information to the Buyer; the moment of receipt of the Supplier's consent shall decide) to a proposal to amend the terms and conditions of the contract, to the extent specified by the Supplier, the Supplier may accept that the Buyer has accepted the new terms and conditions proposed by the Supplier (silent acceptance of the change to the terms and conditions of the contract).

13. The Supplier reserves the right to grant the Buyer a trade limit - authorizing the Buyer to purchase goods or services (unpaid on the day of concluding the contract) up to the amount specified by the Supplier (taking into account the Buyer's obligations under any contracts between the Parties). Exceeding the trade limit entitles the Supplier at any time to limit or discontinue the sale of goods or provision of services to the Buyer, or to suspend the implementation of already concluded contracts.



- The trade limit applies to all unpaid receivables, even if they are before the due date.
14. The Supplier may in any case make the acceptance of the order conditional on the Buyer establishing a security for payment for goods or services in the form, scope and time specified by the Supplier.
 15. At the Supplier's request, the Buyer is obliged to send the Supplier, within the time limit specified by the Supplier:
 - a) a current excerpt from the register of entrepreneurs kept by the appropriate ministry of the country in which it is registered, confirming the manner of the Buyer's representation, its legal form and the registered office;
 - b) a declaration on persons authorized to represent the Buyer, in particular in the scope of: placing orders, receiving goods, invoices and signing documents confirming the receipt of goods. In the absence of such a declaration or doubts as to the authorization of a given person, it is assumed that any person signing the above-mentioned documents at the Buyer's premises or in a place indicated by the Buyer or sending statements and documents on behalf of the Buyer is considered to be a properly authorized representative of the Buyer.

III. Payment terms and conditions

1. The Buyer is obliged to pay the price of the goods or services and all other amounts resulting from the contract to the bank account specified by the Supplier, e.g. in the contract or invoice.
2. Payment for invoices issued by the Supplier shall be made without compensation of mutual claims, unless the Supplier, in writing or electronic form (under pain of nullity) agrees to such compensation. The Supplier is authorized to make partial settlements (for a part of the delivered goods or performed works).
3. Unless the Parties have jointly agreed otherwise (in writing or electronic form), the Buyer is obliged to pay the price of the goods and all other amounts resulting from the contract within the time limit specified by the Supplier, under pain of the Supplier refraining from performing selected or all contracts or the Supplier withdrawing from selected or all contracts with immediate effect, after prior notice from the Buyer to fulfill the obligations specified in the contract, through the fault of the Buyer (without any liability in this respect).
4. Before concluding the contract or during its implementation (at every stage), at the request of the Supplier, the Buyer is obliged to make an advance payment for the goods or service within the time limit and amount specified by the Supplier. The Buyer agrees to include the advance payment, in particular towards the price of goods or services, and any other amounts resulting from the contract.



5. The Supplier may make the acceptance of the order conditional on the advance payment, within the time limit and in the amount indicated by the Supplier.
6. The date of payment is the date when the funds are credited to the Supplier's bank account.
7. In the event of the Buyer's delay in payment, the Supplier shall have the right to charge contractual interest in the maximum amount permitted by law.
8. In each case of termination of the contract for reasons attributable to the Buyer or beyond the Supplier's control, the Supplier is entitled to demand from the Buyer a contractual penalty in the amount of 20% (twenty percent) of the gross value of the entire contract (price/remuneration in the total amount). The Buyer is then obliged to pay a contractual penalty, irrespective of other obligations specified in the GCC.
9. The Supplier specifies the date of receipt of the goods or works. In the event that the Buyer is delayed with the receipt of the subject of the contract (in whole or in part), is delayed in making the assembly site available, the delivery of documents or information is delayed, the Supplier has the right to charge the Buyer with a contractual penalty in the amount of 0.1 % (one tenth of a percent) of the gross value of the entire contract (remuneration in the total amount).
10. The Buyer is obliged to pay contractual penalties within the period specified by the Supplier. The Buyer is obliged to pay contractual penalties even in the event of termination of the contract.
11. In the event of the Buyer's delay in the receipt of the goods exceeding 7 days from the date of receipt designated by the Supplier, the Supplier may withdraw from the contract due to the fault of the Buyer with immediate effect (after the Buyer has been requested to fulfill the obligations specified in the contract, within the time limit specified by the Supplier), which authorizes the Supplier, regardless of other rights specified in the GCC, to charge the Buyer with a contractual penalty in accordance with chapter III paragraph 8 of the GCC above.
12. If there is a reasonable basis, in the opinion of the Supplier, to believe that the Buyer will not meet the payment obligation, the Supplier has the right to demand - at every stage of the contract, and in particular before the release of the goods or performance of the service, regardless of the previously agreed payment term, the entire amount due in advance or to provide guarantees or payment security specified by the Supplier, within the time limit, form and scope specified by the Supplier. If the Buyer fails to fulfill the obligations set out in the preceding sentence within the time limit specified by the Supplier, the Supplier may withdraw from the contract due to the fault of the Buyer with immediate effect (upon prior request by the Buyer to fulfill the obligations specified in the contract, within the period specified by the Supplier), the scope of the unrealized part of the contract. The Supplier will be entitled, irrespective of other rights specified in the contract, to charge the Buyer with contractual penalties in accordance with chapter III paragraph 8 of the GCC above.



13. In the event that the Supplier's damage is higher than the contractual penalty stipulated in the contract (including the GCC), the Supplier is always entitled to claim supplementary compensation from the Buyer on general terms.
14. Reporting any reservations, comments or complaints by the Buyer concerning, in particular, the goods or services, shall not prevent the Supplier from issuing VAT invoices and shall not suspend the payment term of the Buyer's obligations.
15. In the event of the termination of the contract due to the Buyer's fault, the Supplier, regardless of other rights specified in the contract, has the right to keep the advance paid by the Buyer, in particular towards settlements under the contract.
16. If the Supplier is obliged to pay a contractual penalty, and the event meets the conditions of various contractual penalties, the Supplier is obliged to pay one, lower, contractual penalty.
17. In the event that the value of the Supplier's damage would exceed the value of the contractual penalty that the Supplier has the right to claim from the Buyer, the Supplier reserves the right to claim further additional compensation from the Buyer on the general terms of the Civil Code.
18. Contractual penalties are payable by the Buyer on the basis of a debit note within the time limit indicated therein.
19. The Supplier reserves the right, upon prior request by the Buyer and setting an additional payment term, to set new payment terms for the Buyer for selected or all contracts in the event of the Buyer's delay with the payment of any obligations, under any circumstance, under any contract.
20. The Buyer is obliged not to exercise any possible right to refrain from performing its obligations towards the Supplier. Set-off of the Buyer's claim against the Supplier with the Supplier's claim against the Buyer may only take place with the prior written consent of the Supplier, otherwise null and void.
21. If the Buyer fails to fulfill any of the obligations, from any contract binding the Parties, for whatever reason - in particular the payment obligation, or in the event of initiation of proceedings aimed at settling the Buyer's obligations (e.g. in the event of liquidation, enforcement proceedings or proceedings aimed at payment of receivables for any reason) resulting in particular from the regulations, from any contract, the Supplier is entitled to refrain from performing its obligations towards the Buyer (selected or all; in particular, the release of goods or the performance of a service; regardless of the agreed contract performance schedules) without incurring any liability on this account, and make the further fulfillment of its obligations towards the Buyer conditional upon the Buyer, according to the Supplier's choice: payment in advance, presentation of securities in the form indicated by the Supplier or fulfilling



other obligations indicated by the Supplier. If the payment, security or other obligation is not made by the Buyer also after the expiry of the additional deadline set by the Supplier, the Supplier will be entitled, within the limits permitted by law, to withdraw from the Buyer's fault from the contracts indicated by the Supplier (in whole or in part); in particular, with regard to still unreleased goods or services, with immediate effect, with the effect that all claims of the Buyer for unreleased goods expire, and the Supplier, regardless of other rights specified in the GCC, is entitled to a contractual penalty specified in chapter III paragraph 8 of the GCC.

22. The Buyer is not entitled to any claims against the Supplier for damages resulting from the Supplier exercising the right specified in the contract.
23. Unless otherwise agreed, the prices of goods and services provided by the Supplier are net prices, to which the tax on goods and services (VAT) must be added (if there is such an obligation) in the amount applicable on the date of invoice.

The price of goods and services, unless the Parties have agreed otherwise, should be increased by all additional costs related to the contract, in particular the costs of packaging, storage, delivery and assembly of the goods, determined each time by the Supplier (unless the Parties have jointly agreed on the amount).

If the Parties have agreed that the Supplier will cover the costs of delivering the goods to the place specified with the Buyer, the price does not include, in particular, unloading and other additional services.

24. The prices given in the Supplier's offer (if such has been expressly submitted by the Supplier) are binding for the period specified in the offer. If the period of validity of the offer has not been specified, it is assumed that the offer is valid for 3 (three) days from the date of issuing the offer by the Supplier. The offer expires before the end of the specified period of validity of the offer in the event of the Supplier's early depletion of the offered goods.
25. The Supplier reserves the right at every stage of the contract performance to change the prices of goods, services or the amount of costs and the corresponding increase in its remuneration, in the amount specified by the Supplier, in particular in the case of, for example, an increase in customs duties on goods, introduction of other public law burdens, increase in prices of materials, changes in exchange rates, delays in the performance of the contract for reasons attributable to the Buyer.
26. The Supplier reserves the right, to the extent permitted by law, to settle mutual receivables and liabilities through financial compensation (deduction).
27. In order to secure its receivables towards the Buyer, the Supplier may, for example, insure them in a company specialized in insuring receivables. The Buyer is then obliged to undergo the checking procedure of the company granting the Supplier's insurance, to the extent and at the time specified by the Supplier.



28. The Supplier may offer the Buyer a deferred payment term for the order, e.g. provided that the Supplier obtains, on the terms set out in chapter II paragraph 13 of the GCC, insurance of the Buyer's payments. In a situation where the value of the order exceeds the amount of the Buyer's payment insurance obtained by the Supplier - the Buyer may be required to pay the difference between the insurance amount and the order value (within the period specified by the Supplier) in the form of a prepayment (advance payment).
29. If the Supplier's claims against the Buyer are insured, the Supplier, to the maximum extent permitted by law, has the right to withdraw from all or selected contracts (in whole or in part) with immediate effect in the event that the insurer withdraws the insurance cover on the Supplier's claims against the Buyer, and the Buyer, within the prescribed period, not shorter than 7 business days, will not present the Supplier with a satisfactory, in the Supplier's opinion, security for the receivables or will not make a prepayment (advance payment) to the extent to which the insurer has withdrawn the insurance cover.

The Supplier is not bound by the proposal to secure the receivables presented by the Buyer, and the acceptance of the security presented by the Buyer is at the sole discretion of the Supplier. The Supplier, to the maximum extent permitted by law, shall not bear any liability for damages against the Buyer in the event of withdrawal from the contract, in whole or in part, in the case specified in this paragraph.

30. The Buyer agrees for the Supplier to issue VAT invoices, duplicate VAT invoices and corrections of VAT invoices in the form of PDF files and to send them to the Buyer as an attachment, via e-mail or traditional mail. The Buyer declares to collect all documents sent electronically.

IV. Delivery of goods, performance of the service

1. The Supplier sets the date of release/receipt of goods or services, unless the Parties have agreed otherwise.
2. If the Buyer does not collect the goods on time, their storage may take place at the Buyer's expense, specified by the Supplier. Storage takes place at the Buyer's risk. The Supplier, to the extent permitted by law, is not liable for any consequences of the goods storage.

The Supplier reserves the right to recognize that the risk of loss and damage to the goods was passed to the Buyer upon notifying the Buyer by the Supplier of the readiness for shipment or release of the goods.

3. Unless the Supplier has agreed otherwise, the risk of accidental loss or destruction of the goods, responsibility for the goods, passes to the Buyer, at the time of release of the goods to the Buyer (in the case of assembly of the goods by the Supplier -



the risk and responsibility passes as soon as the goods are left by the Supplier at the assembly site) or to the forwarder, carrier or other person responsible for delivering the goods from the plant or warehouse indicated by the Supplier (loading completion), and the Supplier shall not be liable to the maximum extent permitted by law liability, in particular for damage and shortages in the goods themselves and in their packaging, arising after that moment. In particular, the Supplier is not liable for damages caused by the actions of the carrier, forwarder or other person responsible for delivering the goods.

4. Failure to collect the goods by the Buyer on time does not release the Buyer from the obligation to pay, inter alia, for the goods, to the extent specified in the contract or by the Supplier.
5. Upon receipt of the goods, the Buyer is obliged to sign the documents confirming the receipt of the goods legibly (with full name), thus confirming the receipt of the goods.

The Buyer is obliged to indicate an authorized person to collect and sign the receipt documents. In the event of no indication of the person authorized to collect or other doubts, the Buyer declares that each person signing the above-mentioned documents at the Buyer's premises or in a place indicated by the Buyer is its representative (that person has the Buyer's power of attorney).

6. Regardless of who organizes the transport of the goods, the Buyer is always responsible for unloading the goods from the means of transport, and consequently, is liable for any damage caused during the unloading of the goods. The Buyer is obliged to provide access to the place of unloading as well as the machines and employees necessary for unloading.
7. The place of performance and implementation of all obligations under the contract is the Supplier's registered office or the warehouse indicated by the Supplier, unless otherwise indicated by the Supplier.
8. If the Supplier applies the Incoterms (specified e.g. in the Order Confirmation, the Supplier's offer or the contract), the risk is transferred to the Buyer under the delivery terms and conditions specified by the Supplier, in accordance with the Incoterms 2020 version published by ICC. In case of doubt, it is done according to the EXW rule.
9. If the Buyer does not collect the goods on time, the Supplier may place the goods in a warehouse of its choice (or store it) at the Buyer's expense and risk. In this case, the Supplier may also issue the Buyer a VAT invoice or a debit note for the goods and all costs related to the contract, recognizing the contract as carried out.
10. If the Supplier, in accordance with the contract, organizes the transport of the goods to the place specified by the Parties to the contract (subject to paragraph 7 above), it does not affect the Supplier's liability specified in the contract (including the GCC), and the choice of route, means of transport, type and scope of necessary protective measures, packaging



of the goods, as well as forwarders and carriers is made by the Supplier. In the cases indicated by the contract or the Supplier, the Buyer is obliged to pay for the transport, within the time and scope specified by the Supplier.

At the Buyer's request and at the expense of the Buyer, the goods may be insured by the Supplier against the following risks: theft, breakage, transport damage, fire and water damage and other insurable risks.

11. The Buyer is obliged to provide the Supplier, within 3 business days before the date of release of the goods to the carrier, forwarder or the person responsible for delivering the goods to the Buyer, with all information and documents enabling the Supplier to undertake the necessary preparations for shipment of the goods, in particular:
 - a) guidance on marking and transporting goods,
 - b) transport permits, documents necessary to obtain the required permits of state authorities and any other documents necessary to transport goods in accordance with applicable legal regulations,
 - c) confirmation of the letter of credit opening for the Supplier, if required,
 - d) other information and documents required by the Supplier.
12. If the Supplier does not receive from the Buyer the instructions, permits, information, documents or confirmations (in particular those specified in chapter IV section 11 above) on time, the Supplier may, at its own discretion, make efforts to obtain relevant information and documents (at the Buyer's expense) or delay the shipment of the goods due to the fault of the Buyer (without the Supplier being liable for it in any way) or withdraw from the contract due to the fault of the Buyer with immediate effect (upon prior notice from the Buyer to fulfill the obligations specified in the contract, within the time limit specified by the Supplier; this does not exclude other rights of the Supplier under the contract).
13. In the event that the Buyer is delayed (in the Supplier's opinion) with the performance of the obligations set out in this chapter IV paragraphs 2, 9, 11 and 14 of the GCC, the Supplier, regardless of other rights specified in the contract, has the right to charge the Buyer a contractual penalty for each commenced day of delay in the amount of 0.1% (one tenth of a percent) of the gross value of the entire contract (remuneration in the total amount), not in total more than 40% of the gross value of the contract (remuneration in the total amount).
14. In the case of organizing the transport by the Supplier, on the terms set out in chapter IV paragraph 10 above, the Buyer is obliged to:
 - a) ensure unloading of goods from the means of transport. In the event that unloading is impossible or is delayed for reasons attributable to the Buyer, the Supplier retains the right to charge the Buyer with all related costs (in the amount specified by the Supplier).

At the request of the Buyer, the Supplier may unload the goods in a manner specified by the Supplier (using specialized equipment) for an additional



- charge (in the amount specified by the Supplier), however, an additional agreement between the Parties to the contract is required for this purpose, concluded before loading the goods onto the means of transport.
- b) notify the Supplier of any technical and time limitations related to the arrival and unloading of the means of transport in writing or via e-mail. In the event of difficulties in unloading caused by the lack of such information until the goods are loaded onto the means of transport at the Supplier's plant or in another place from which the goods are to be delivered directly to the place indicated in the contract, the Supplier has the right to charge the Buyer with any resulting costs (in the amount specified by the Supplier).
15. If the Buyer picks up the goods directly from the place indicated by the Supplier (transport organized by the Buyer), the Buyer is obliged to:
- a) notify the Supplier at least 1 business day in advance about the intention to collect the goods, providing the information necessary, in the opinion of the Supplier, for safe delivery of the goods, e.g. details of the means of transport, driver and specificity of loading onto the means of transport,
- b) provide a means of transport which, in the Supplier's opinion, enables safe loading and transport of the ordered goods.
16. If, in the opinion of the Supplier, the Buyer substitutes a means of transport inconsistent with the contract or with insufficient cargo space, load capacity or in the absence of notification, the Supplier may refuse to load the goods and charge the Buyer with any resulting costs (in the amount specified by the Supplier).
17. The deadline for the release of the goods or the performance of the service begins to run after the following conditions are jointly met, unless the Supplier decides otherwise: conclusion of the contract, receipt of all information and documents by the Supplier from the Buyer
- (necessary in the opinion of the Supplier) for the performance of the contract, clarification of any doubts with the Buyer (in the opinion of the Supplier) regarding the contract and after the Buyer has made an advance payment (if required by the Supplier). The Supplier reserves the right to inform the Buyer about the commencement of the time limit.
- Failure to meet the deadline for the release of the goods or the performance of the service (performance of the contract) by the Supplier, for reasons attributable to the Supplier, entitles the Buyer only to set the Supplier an additional deadline for the delivery of the goods (not shorter than 45 business days; by this date, the Buyer is not entitled to withdraw from the contract). In the remaining scope, all liability of the Supplier, to the extent permitted by law, in any way related to the failure to deliver the goods or the performance of the service on time is excluded. The deadline for release of the goods is deemed to be met if, before its expiry, the goods have left the plant or warehouse indicated by the Supplier or the Buyer has been notified (in writing or via e-mail) of readiness to ship or release goods, or receipt of the service provided.



If the Parties to the contract do not specify the date (day, time), e.g. for the release, delivery of goods, performance of the service, receipt of the service, it is assumed that the date will be specified by the Supplier.

While concluding or performing the contract, when the Parties have not defined detailed guidelines related to the performance of the contract (e.g. regarding technical specifications), the Supplier may adopt its own guidelines. The Supplier may additionally send the adopted guidelines to the Buyer for approval. In the event of no objections from the Buyer to the received guidelines within 2 business days (in writing, electronic or documentary form, with confirmation of receipt; the date of receipt of the reservations by the Supplier shall decide) it is tantamount to acceptance of the Supplier's guidelines by the Buyer (silent consent). In the event of objections being raised, the Parties will undertake to work out a common position. In the event of a disagreement between the Parties within the time limit specified by the Supplier, the Supplier obtains the right to withdraw from the contract. While making arrangements in the scope of the guidelines, the Supplier has the right to suspend the performance of obligations under the contract, without incurring any liability in this respect. The time of making the arrangements may - in the cases specified by the Supplier - extend the deadline of the contract accordingly.

18. The Buyer cannot refuse to accept a part of the goods or service. The Supplier reserves the right to partially perform the contract or to perform the contract in stages. The Buyer is obliged to pay each time (unless the Parties have agreed otherwise) for the part of the contract performed by the Supplier in the amount indicated by the Supplier, within the time limit indicated by the Supplier.
19. In the event that the transport cannot be performed for reasons attributable to the Buyer, the Supplier shall be entitled to charge the Buyer, including, insurance and storage costs. The goods will be stored at the Buyer's risk.
20. The Buyer, upon receipt of the goods (subject of the contract), is obliged to perform acts of diligence in the scope of thorough inspection of the goods. In particular, the Buyer is obliged to report any objections to visible damage of the goods (e.g. damaged packaging, loss or damage to the goods) and non-compliance of the goods with the invoice or order (e.g. as to the quantity) and perform all actions necessary to determine the carrier's responsibility (inter alia, enter the damage and shortages to the bill of lading, make photographic documentation, prepare a report on the condition of the goods / carrier shipment) and contact the Supplier immediately.

In the event of other defects or invisible defects, which, with due diligence, could not be noticed upon receipt of the goods, the Buyer is obliged to report them to the carrier in writing and via e-mail with confirmation of receipt (requesting a protocol to determine the condition of the goods/shipment) and to the Supplier, no later than within 2 business days from the date of receipt of the goods (under pain of rejection of the complaint and all related



claims). In the event of a complaint about a shipment carried out through a forwarder, the Buyer is obliged to prepare a protocol for determining the condition of the goods/shipment, additionally with the participation of the forwarding company.

The Supplier, to the extent permitted by law, reserves the right to reject the complaint (and shall not be liable for any reason whatsoever) in the event that the Buyer has waived the obligations related, in particular, to checking the goods, drawing up a protocol for determining the condition of the goods/shipment with the carrier and informing the Supplier of a perceived defect, damage or lack. If the Supplier does not receive the notification about the disclosure of defects, damage or shortages of goods within the time limit specified in this paragraph, the goods shall be deemed not to have such defects, damage or lack.

The lack of signed documents of receipt of goods, resulting e.g. from the absence of the Buyer or a person authorized by the Buyer, will be treated as no reservations as to the quality/correctness of the delivered goods.

21. The Supplier, to the extent permitted by law, reserves the right to deliver to the Buyer goods with changed parameters, as long as the parameters of the goods do not differ significantly (in the Supplier's opinion) from the parameters of the goods specified in the contract.
22. To the maximum extent permitted by law, the Buyer is obliged to accept the delivered goods, even if it has negligible (in the Supplier's opinion) physical defects. Acceptance of the goods does not affect the Buyer's rights under chapter V of the GCC. In the event of non-acceptance of the goods, the Buyer is obliged, regardless of the arrangements set out in the contract, to pay for the transport of the goods to the Buyer and from the Buyer to the Supplier, within the time limit and amount specified by the Supplier.
23. In the event of the Buyer not collecting the goods or if the transport of the goods cannot be carried out for reasons attributable to the Buyer, the Supplier has the right to withdraw from the contract with immediate effect, after prior notice from the Buyer to fulfill the obligations specified in the contract, within the time limit specified by the Supplier. The Supplier also has the right to recognize that the release of the goods took place at the time when the deadline for receipt of the goods has expired (in case of doubt, it is assumed that this date is determined by the Supplier).

The Supplier will also be entitled to charge the Buyer, including, all costs of transporting the goods, insurance and storing the goods. The goods will be stored at the Buyer's risk.

24. When selling the goods outside the territory of the Republic of Poland, the Buyer is obliged to deliver to the Supplier, within the time limit specified by the Supplier, the documents required by law or indicated by the Supplier, confirming that the goods have been delivered to the destination under pain of charging the Buyer by the Supplier with the amount of VAT and any other costs incurred by the Supplier for not receiving documents from the Buyer.



25. Completion of orders in international trade:
- a) The date and method of order completion, by which the goods are to be delivered outside the territory of the Republic of Poland, are determined by the Parties to the contract.
 - b) The Supplier specifies the minimum order value. Orders with a value lower than that specified by the Supplier will not be processed.
 - c) The price base and the terms of sale are specified by the Supplier, e.g. in the Order Confirmation.
 - d) The Buyer is obliged to provide, within the time and scope specified by the Supplier, with complete data needed to prepare documents related to the contract (including customs documents, if required by customs law). In the event of not receiving them from the Buyer, the Supplier shall not be liable for any fines, penalties, differences in the amount of taxes, duties or other consequences resulting from incorrect or incomplete documentation.
 - e) The Supplier, at the request of the Buyer, submitted at the stage of placing the order (or determining the terms of the contract), within the time limit specified by the Supplier, provided that it is compliant with the customs regulations in force in the European Community and the provisions of international economic law, will provide the Buyer with additional documents (including certificates, approvals, certificates of origin of goods, etc.). The costs related to the delivery of such documentation by the Supplier will be covered by the Buyer, unless the Parties agree otherwise.
 - f) In times of war or political unrest (in the opinion of the Supplier) in the country of origin, transit or in the country of destination, the Supplier has the right to insure the goods or contract against relevant risks, after prior notice to the Buyer, and the Buyer is obliged to reimburse the Supplier for insurance costs, to the extent and the date specified by the Supplier.
 - g) Payments will be made in Euro, unless the Parties to the contract agreed otherwise (in writing or via e-mail). Any losses that the Supplier would incur as a result of paying in Euro shall be borne by the Buyer (including foreign exchange risk, currency exchange costs), in the amount specified by the Supplier.
26. All provisions of these GCC shall apply to orders in international trade, unless chapter IV, paragraphs 24 and 25 of the GCC provide otherwise.
27. If the subject of the contract is the provision of a service by the Supplier (e.g. assembly and commissioning of the goods), the Buyer is obliged, at its own expense, to:
- a) provide the Supplier with a permanent, unlimited and free of charge utilities (including water, electricity), lifting equipment located at the site of contract performance, other devices located at the site of contract performance, which in the Supplier's opinion are necessary for the performance of the contract.
 - b) provide persons indicated by the Supplier with temporary passes and permits for the entry of company cars to the site of performance of the contract, for



- the duration of assembly and commissioning, based on the lists of persons and cars provided by the Supplier. The lists will be updated on an ongoing basis by the Supplier - new passes will be issued no later than within 1 business day, counting from the day following the day of receipt of the list.
- c) provide the Supplier with access to the assembly site along with ensuring a collision-free route to this site within the time specified by the Supplier, in a manner enabling (in the Supplier's opinion) performance of the contract, undisturbed (in the Supplier's opinion) assembly and commissioning of devices. The handover of the assembly site will be confirmed with a separate protocol for providing the assembly site signed by the Parties. If the assembly site and road are not made available in the manner described above, the Buyer will be obliged to cover any additional costs incurred by the Supplier (including the costs of work and delegation of employees, accommodation, additional business trips).
 - d) timely acceptance of works (all or part) performed by the Supplier and submitted for acceptance.
 - e) removal of waste generated during the performance of the contract.
28. The Buyer undertakes to cooperate with the Supplier at every stage of the contract, in particular to perform the activities (including providing data, information, materials and documents) indicated by the Supplier (within the time limit, form and scope specified by the Supplier).
29. The Buyer shall notify the Supplier (via e-mail and in writing, in each case by delivery with confirmation of receipt) of any deficiencies, irregularities in the documentation and information provided, as well as any obstacles found which in any way impede or prevent the correct performance of the contract, immediately, but not later than within 2 business days of their finding (the date of receipt of the notification by the Supplier shall decide). The Supplier is released from the obligation to examine the documents and information received from the Buyer.
30. If, during the performance of the contract, there is a need to perform additional work not covered by the scope of the contract - necessary for the proper performance of the contract (in the Supplier's opinion), which the Supplier could not have foreseen (in the Supplier's opinion) at the time of concluding the contract, or which resulted in particular from dishonesty and defects in documentation, as well as the unreliability of information provided to the Supplier by the Buyer, which will (in the Supplier's opinion) result in changing the contract (e.g. in terms of determining additional remuneration or changing the date of performance of the contract) - the Supplier has the right to report (in writing or electronic form) the proposals to amend the contract to the Buyer, and refrain from performing the works specified in the contract (in particular in accordance with chapter IV paragraph 35 of the GCC).
If the Buyer fails to provide the Supplier with an objection to the proposed amendment to the contract received from the Supplier, within 2 business days (in writing



or electronic form, with confirmation of receipt; the date of receipt of the objection by the Supplier shall decide), the Supplier may assume that the Buyer has accepted it ("silent consent").

If the Buyer raises an objection to the proposed amendment to the contract received from the Supplier, the Parties will undertake to work out a common position. If the Parties fail to reach an agreement within 30 days (counting from the receipt of the proposed contract amendment by the Buyer) as to the terms and conditions of the contract amendment, then within 10 consecutive calendar days they will agree whether and on what terms they will continue the contract. In the event of disagreement between the Parties within the period specified by the Supplier, the Supplier obtains the right to withdraw from the contract.

In the absence of consent to amend the contract, the Buyer is obliged, regardless of other obligations specified in the contract, to settle accounts with the Supplier (on the date indicated by the Supplier), in particular for the part of the contract already completed, by paying remuneration in part specified by the Supplier.

Additional work resulting from the amended contract will be performed after the Buyer approves the amendment to the contract (including the scope of the work, the time of its completion and the cost of the work).

31. The Supplier shall perform all obligations stipulated in the contract within the period specified by the Supplier, unless expressly provided otherwise in the contract.
32. The Supplier may perform the contract with the help of subcontractors, and if possible legally, without informing the Buyer about it and obtaining the Buyer's consent for the work of subcontractors.
33. The Buyer is obliged to provide qualified personnel on its own to cooperate with the Supplier in the performance of the contract. The Buyer's personnel, in the cases indicated by the Supplier, is obliged to carry out the Supplier's instructions, aimed (in the Supplier's opinion) to perform the subject of the contract (e.g. perform tests, provide data specified by the Supplier), within the time and in the manner specified by the Supplier.
34. The performance of individual parts/stages of the contract - agreed by the Parties, and in the absence of such an arrangement indicated by the Supplier - will be confirmed by an appropriate protocol (in cases indicated by the Supplier), signed by the representatives of the Parties, each time within 5 business days from the date of their completion (in the Supplier's opinion). Failure to sign the protocol by the Buyer within the time limit indicated above shall be treated as signing the protocol upon the expiry of the term indicated above.

In the case of signing the report by the Buyer and reporting in the protocol justified (in the Supplier's opinion) irregularities in the performance of the subject of the contract or its part, caused by the Supplier's fault, the Parties to the contract will set a deadline for their removal.

35. The Supplier, regardless of other cases specified in the contract, has the right to extend the terms specified in the contract by the period specified by the Supplier, without



incurring any liability in this respect, in particular in the following cases:

- a) the Buyer did not perform or improperly fulfilled (in the Supplier's opinion) obligations under the contract, e.g. did not submit documents on time, submitted documents with errors, did not provide data or information, provided incorrect or imprecise data or information,
- b) due to the Supplier and the Buyer negotiating additional works, the amount of remuneration for additional works and the date of their completion, at least for the duration of the negotiations,
- c) due to the performance of additional works by the Supplier agreed by the Parties, at least for the period necessary to perform them (agreed by the Parties, and in case of doubts by the Supplier),
- d) the Buyer failed or incorrectly fulfilled the contractual terms and conditions,
- e) the Buyer did not provide the Supplier with the documents and information indicated by the Supplier,
- f) delay by the Buyer with any payment under the contract,
- g) delay by the Buyer with the acceptance of individual works (indicated by the Supplier),
- h) delay by the Buyer with providing the assembly site,
- i) delay by the Buyer in submitting a bank or insurance guarantee, if required by the Supplier,
- j) for the duration of Force Majeure,
- k) due to the lack of energy, gas, water and other utilities during the assembly or commissioning or technological tests,
- l) due to delays in the work of other entities performing their scope of work on the assembly site of the subject of the contract, if the Supplier's work depends on the completion of these works.

Changes to the contract performance date, in particular for the above reasons, shall not be treated as the Supplier's delay in the performance of the contract.

36. If the contract is performed in a site other than the Supplier's registered office, the Buyer is obliged to provide the Supplier with the conditions specified by the Supplier (including free access to media specified by the Supplier, rooms for the Supplier's employees/associates) and access to its infrastructure, in the date and scope specified by the Supplier, and reimburse the Supplier for travel and accommodation costs, within the time limit and in the amount specified by the Supplier.
37. In the event of introducing any changes agreed between the Parties to the contract, the condition for their effectiveness is the signing by both Parties (in writing or electronic form) of an annex containing the agreed changes to the contract.
38. The Buyer declares that the documentation and information provided to the Supplier are reliable, complete, free from inconsistencies with the actual state of affairs or other defects affecting the proper performance of the subject of the contract, for which the Buyer takes



full responsibility. The Supplier shall not be responsible for any irregularities described in the preceding sentence, in particular, shall not be financially liable and shall not be liable for exceeding the contract completion date.

39. If the Buyer fails to sign the device acceptance protocol at the time of its delivery to the assembly site, the Supplier has the right to leave the devices at the assembly site, and the Buyer is obliged to secure the device at its own cost and risk until it is assembled or commissioned by the Supplier.
40. If the Supplier is obliged to prepare a design, concept, plan, development, document (hereinafter referred to as the Document) and submit it to the Buyer for approval, it is assumed that if the Buyer has not previously accepted the Document, the Document has been accepted by the Buyer on the last day designated by The Supplier of the deadline for accepting the Document, if the Supplier has not received the Buyer's comments on the Document on that day. If the Buyer submits comments to the Document and the Supplier modifies the Document, the above-mentioned procedure is repeated on a new date specified by the Supplier. Failure to accept the Document by the Buyer on the new date indicated by the Supplier shall release the Supplier from liability for the timely performance of the subject of the contract, and the terms and conditions specified in the contract shall be extended by the period indicated by the Supplier.
41. In each case of suspension of the performance, the Buyer is obliged to secure the already completed part of the subject of the contract (in particular, in accordance with the Supplier's guidelines, if provided) at its own expense and risk (unless the Supplier has agreed otherwise).

V. Responsibility

1. Unless otherwise specified in the contract, the Supplier will be obliged to deliver the goods or services in a standard compliant with the standards resulting from generally applicable provisions of Polish law or with the standards applied by the Supplier.
2. The Supplier is obliged to deliver the goods in accordance with the contract and is not responsible for its further use. Any information provided to the Supplier at the stage of concluding the contract, which was not subsequently included in the contract (unless the Supplier decided otherwise at the stage of concluding or performing the contract), is not binding. The Supplier in no way guarantees the achievement of the effect assumed by the Buyer or the correct selection of goods, e.g. for the planned investment or in terms of color (unless the Parties to the contract have agreed otherwise). The Buyer is obliged, in particular, to independently check the goods delivered by the Supplier for suitability for the manner of use of the goods envisaged by the Buyer. The Buyer undertakes to use the goods solely at its own risk.



3. The Parties agree that the Supplier grants the Buyer a warranty for the goods (except for some of the goods specified in chapter V, paragraph 9 of the GCC) only on the terms set out in this chapter V of the GCC. In each case, when the Supplier grants a guarantee for the goods, the responsibility for the goods is limited to the maximum extent permitted by law to the guarantee conditions specified by the Supplier, in the Supplier's guarantee conditions (if the Supplier has not provided such to the Buyer and submitted a guarantee declaration, it is assumed that the guarantee is granted on the same terms as in the case of the warranty described below). In each case when the Buyer receives a guarantee, there is no warranty for the subject of the contract. This chapter V of the GCC also specifies the scope of the Supplier's responsibilities.
4. The Parties jointly agree that the warranty granted to the Buyer by the Supplier will cover only material defects and those resulting from improper performance of the goods. The warranty covers only the territory of the Republic of Poland, unless the Supplier has agreed otherwise.
5. If the Supplier accepts a complaint under the warranty, the Buyer has the right to repair the goods. If the Supplier determines that it is not possible to repair the goods, the Buyer shall have the right, at the Supplier's choice, to replace a part of the goods with a part free from defects or to reduce the price by the value specified by the Supplier. The repaired goods or the replaced part of the goods may differ from the complained goods.
6. If the Supplier releases the goods to the Buyer without the properties promised in writing, the Buyer will have the exclusive right, to the extent permitted by law, to replace the goods with those compliant with the order, with the exclusion of further claims.
7. The Supplier, to the extent permitted by law, is released from liability, in particular under the warranty and on general terms, if the Buyer knew about the defect in the goods at the time of release of the goods.
8. If, after the end of the complaint procedure under the warranty, the goods (free from defects or defective [in the case of rejection of the complaint]) are not collected by the Buyer from the Supplier on the date indicated by the Supplier, the Supplier will call the Buyer to collect the goods within 14 calendar days from the date of receipt of the request (in writing, electronic or documentary form). After the ineffective expiry of the deadline, the Supplier is entitled to charge a fee for insurance and storage of the goods. Storage is at the Buyer's risk. The Supplier reserves the right, to the maximum extent permitted by law, to dispose of the goods free from defects.
9. The warranty does not cover, in particular, defects in the goods resulting from:
 - a) inadequate storage or transport by the Buyer,
 - b) Force Majeure or other events for which the Supplier is not responsible,



- c) its incorrect selection, assembly, processing, operation (in particular in a manner inconsistent with the manual and catalog card or service recommendations imposed by the manufacturer) by the Buyer,
- d) performance of service activities by the Buyer or third parties, activities reserved for the Supplier's authorized service or its subcontractor,
- e) natural/normal wear of the goods,
- f) in the cases specified in chapter V paragraphs 25 and 26 of the GCC,
- g) mechanical damage,
- h) changes and modifications to the goods performed by the Buyer or other third parties, without the Supplier's knowledge and consent,
- i) use of the product despite the knowledge about the defect,
- j) its flooding,
- k) fire not caused by improper operation of the goods,
- l) using parts with incorrect parameters, not in accordance with the manufacturer's recommendations, non-original ones,
- m) resulting from connecting a power supply with parameters inconsistent with the recommendations of the Supplier or the manufacturer of the goods.

Activities related to the daily handling of goods, resulting from, inter alia, the operating manual, the Supplier's guidelines are made by the Buyer on its own and at its own expense.

The warranty does not cover quick-wearing parts, such as in particular: seals, filter cartridges, light sources, bearings, etc. (a detailed list of which is provided by the Supplier at the request of the Buyer).

10. The Buyer is obliged to attach to the claim under the warranty, in particular, the proof of purchase of the goods (a copy of the invoice), photos of the reported defect and photos of the entire goods. The complained goods are kept by the Buyer (at its own expense and risk) unchanged until the end of the complaint procedure.
11. The Buyer is obliged to submit a complaint under the warranty in Polish, via the Supplier's website. The Buyer is obliged to indicate in the complaint, in particular: the type of the complained goods (name and number of the goods), the number of the invoice confirming the purchase of the complained goods, the date of finding the defect, the scope of the revealed defects, the circumstances of their occurrence, a detailed description of the defect, indication of the defective quantity of goods, personal data to be contacted by the Buyer regarding the reported complaint. The Buyer is obliged to attach to the complaint all attachments required by the Supplier (e.g. photos of the goods, labels of the goods or a video recording confirming the occurrence of the defect). The Buyer is obliged, within the time and scope specified by the Supplier, to provide the Supplier with all information and documents necessary (in the Supplier's opinion) to consider the complaint (including copies of documents confirming the receipt of the goods, confirmation of the assembly of the goods by persons with appropriate permissions required by law or specified by the



Supplier, documents specifying the condition of the goods at the time of their receipt from the Supplier, documents confirming the scope of service activities).

A complaint not submitted on the form and not containing all the data and attachments described in the contract (including failure to provide the Supplier with information or documents specified by the Supplier) may not be treated by the Supplier as a complaint and may not be considered by the Supplier (without any liability in this respect by the Supplier) until the defects are removed by the Buyer. The Supplier reserves the right to inform the Buyer about the deficiencies.

The Supplier, to the extent permitted by law, will have the right to reject the complaint, in particular if the Buyer fails to provide with the possibility of testing the goods or fails to provide the information or documents required by the Supplier, to the extent and within the time limits specified by the Supplier.

Before submitting a complaint, the Buyer is obliged to check the correctness of the connection of the goods, completeness of the goods, assembly method and use of the goods, in particular in terms of compliance with the guidelines contained in the manual and the catalog card.

12. The Buyer is obliged to make the complained goods available (at the Buyer's expense) at the assembly or storage site, on a date (on the day and at times indicated by the Supplier) and in the form specified by the Supplier (the Buyer is obliged to provide easy and direct access to the complained goods, e.g. by removing covers and other elements covering or otherwise obscuring the goods or limiting (in the Supplier's opinion) access to the goods, provide scaffolding/crane, stop production, turn off the electricity, organize passes to the facility and provide access to the site where the complained goods are located, etc.), enabling, in particular, its inspection and testing, until the Supplier completes the complaint procedure under the warranty. All costs of transporting the complained goods or inspection of the goods at the assembly or storage site are borne by the Buyer. In the cases indicated by the Supplier, the Buyer will be obliged to disassemble and send (at the Buyer's expense) the Supplier the defective goods, and after the complaint is completed, collect it from the Supplier at its own expense. In any case, the Buyer is obliged to prove that the defect already existed at the time of releasing the goods.
13. The Buyer, subject to chapter IV paragraph 20 and chapter V paragraphs 19 and 20 of the GCC, loses the right to pursue any claims against the Supplier (in particular under the warranty) if the Supplier was not notified about the defect immediately, not later than within 7 days from the moment the defect was discovered. The Buyer is obliged to notify the Supplier about the defects in writing (registered letter with confirmation of receipt) or via e-mail with confirmation of receipt.



14. The Parties, to the maximum extent permitted by law, subject to paragraph 15 of the GCC below, exclude the Supplier's liability for damages resulting from the contract and/or due to its conclusion and performance, regardless of the legal title of the claim. The Supplier shall not be liable in particular for loss of the Buyer's revenues, costs resulting from the suspension of assembly, costs of non-operation of the goods (including, in particular, breaks in work), image costs, lost profits, direct, indirect, incidental and consequential damages, against the Buyer. The Parties, to the maximum extent permitted by law, exclude the Buyer from the possibility of pursuing damages claims from the Supplier on the basis of tort.
15. If the complaint is accepted and parts of the complained goods are accepted or replaced by the Supplier, the Supplier undertakes to cover only the costs of the Supplier's service, the prices of components used to repair or replace parts of the goods and the costs of transporting the repaired goods, and if the complaint is accepted and the price is reduced, the Supplier shall only bear the costs return of part of the value of the complained goods and transport of the goods returned to the Buyer from the complaint - regardless of the number of complaints, claims, regardless of the legal basis of the claims. The Supplier's liability for defects in the subject of the contract is limited to the amount constituting 20% (twenty percent) of the net price of the given goods to which the complaint relates.
The Supplier shall not bear, in particular, any additional costs related to the repair or replacement of the complained goods, in particular the costs of disassembly / transport to the Supplier / assembly of the repaired or replaced goods. The Buyer is obliged to properly protect the goods during transport, in particular against mechanical damage.
16. The Supplier will respond to the complaint under the warranty within the period specified in chapter V paragraph 30 of the GCC, provided that all necessary and complete (in the Supplier's opinion) information and documents are obtained from the Buyer. If, in the Supplier's opinion, it is necessary to carry out an expert opinion or consultation with the manufacturer of the materials from which the goods are made to consider the complaint, the time needed to consider the complaint will be appropriately extended by the period necessary to perform the expertise or consultation with the manufacturer and summarize the test results. The Supplier reserves the right to notify the Buyer about the need to carry out an expert opinion on the complained goods. If, after sending the complained goods for expertise and before its completion, the Buyer requests the Supplier to return the complained goods, the Supplier is entitled to reject the complaint without considering it (without incurring any liability in this respect). The Buyer agrees to the test, which may lead to the destruction of the goods and the disposal of the goods that have already been tested.



17. The Buyer declares to know the technical parameters, assembly method and application of the goods purchased from the Supplier.
18. If the Supplier accepts a claim under the warranty and undertakes to repair or replace a part of the goods with a defect-free one, repair or replacement of a part of the goods will take place within the period specified by the Supplier.
19. The Supplier, to the extent permitted by law, has the right not to recognize the complaint for defects (regardless of the legal basis of the claim), deficiencies or non-compliance of the goods with the order, without incurring any liability in this respect, if they could be detected as a result of normal (in the Supplier's opinion) inspection at the time of receipt of the goods, and such inspection was not carried out by the Buyer.
20. If, within 2 business days of receipt of the goods, the Buyer does not report any defects in the goods (defects that could not be seen at the time of receipt of the goods - invisible defects) that can be detected as a result of normal (in the Supplier's opinion) inspection of the goods, it is considered that the Buyer has accepted the condition of the goods and has no objections to it. Responsibility for detectable defects, based on any legal basis, to the maximum extent permitted by law, is excluded.
21. Unless the Parties have agreed otherwise, after 12 (twelve) months (from the date of releasing the goods), to the maximum extent permitted by law, the Supplier's liability based on any legal basis, and in particular under the warranty, shall expire. The Supplier is liable only for defects that were notified within the time limit specified in chapter V paragraph 13 of the GCC, no later than within 12 (twelve) months (from the date of releasing the goods).
22. If the goods have been processed (without the Supplier's prior explicit consent) after it has been delivered to the Buyer, the Supplier's responsibility for defects in the processed goods (without the Supplier's consent) shall expire to the maximum extent permitted by law.
23. Any advice from the Supplier regarding the goods (including oral, documentary), in the period preceding the release of the goods, often based on incomplete information from the Buyer, is given in good faith, but without any guarantee on the part of the Supplier, in particular as to their correctness. The Buyer bears only the risk of complying with such advice. The Supplier's liability, to the extent permitted by law, for damages resulting from the Buyer's compliance with such advice is excluded. The Buyer interested in obtaining binding advice from the Supplier will be obliged to apply for it in writing. Binding advice will be provided by the Supplier only in writing (under pain of nullity).
24. The Buyer declares to know the physiochemical properties and the rules for storing the ordered goods.
25. The Supplier is not responsible for the goods, in particular when used in a manner inconsistent with its intended use, technical parameters or physiochemical properties, as well as for goods in which damage has occurred, in particular as a



- result of improper storage, improper maintenance, cleaning, technological processing and construction and design errors of third parties.
26. Unless otherwise specified in the contract, the Supplier may deliver goods from different production batches. The Supplier is not responsible in particular for visual differences in the delivered goods.
 27. If the Supplier undertakes in the contract to provide the Buyer with technical documentation (including certificates, approvals), it is assumed that the date of their delivery will be determined by the Supplier, unless the Parties have agreed otherwise.
 28. The goods should always be stored in accordance with the conditions indicated by the Supplier (e.g. in the specification or guidelines), in particular in closed, dry and well-ventilated rooms. The goods have to be protected against direct sunlight. The Supplier, to the maximum extent permitted by law, shall not be liable for any damage to the goods as a result of its improper storage by an entity other than the manufacturer of the goods or the Supplier.
 29. In the event of an unjustified, in the Supplier's opinion, a complaint by the Buyer, the Supplier shall have the right to charge the Buyer with all costs related to its handling by the Supplier (including the service time, tests, components used and costs of their organization, the cost of renting the equipment, possible travel, accommodation, labor costs, etc.), within the time, scope and amount specified by the Supplier.
 30. The time for responding to the received complaint (accepting or rejecting the complaint) is, as a rule, 45 business days from the moment of cumulative fulfillment of the following conditions: receipt by the Supplier from the Buyer of a complaint notification, all documents and information required by the Supplier, and delivering (or making available to the Supplier) the complained goods - in cases indicated by the Supplier). The deadline for considering a complaint for justified reasons (e.g. waiting for test results, expert opinions, the statement of the manufacturer of the goods) may be extended, of which the Supplier will inform the Buyer, no later than within the above-mentioned period of 45 business days. If the complaint is accepted, repair, replacement of part of the goods or price reduction will take place within the time limit specified by the Supplier. In the case of repair or replacement of part of the goods, the time needed to repair or replace part of the goods may not be shorter than the waiting time for the goods at the time of purchase.
 31. The claimed part of the goods becomes the property of the Supplier, who decides whether the defective part of the goods is to be returned (at the Buyer's expense) to the Supplier, or the Buyer will be obliged to dispose of it at its own expense and risk.
 32. The Supplier is not obliged to deliver replacement goods while the complaint is being processed. The Supplier reserves the right, at the request of the Buyer, to sell the Buyer a new product before the end of the complaint procedure.



If the complaint for the goods is accepted by the Supplier in full, the Supplier undertakes to cover the cost of purchasing the new goods. If the complaint is rejected by the Supplier (in whole or in part), the Buyer is obliged to pay for the new goods (sold to the Buyer before the end of the complaint procedure).

33. If the Supplier accepts the complaint for quantity shortages, it will deliver the missing quantity of goods within the time limit specified by the Supplier.
34. The Buyer is obliged to follow the recommendations contained in the operating manual.

VI. Confidential information

1. The Buyer undertakes to keep the confidentiality of all information (regardless of the manner and form in which it was provided or made available) obtained due to the conclusion and performance of the contract for the duration of the contract and within 10 years of its expiry (regardless of the legal grounds for termination), in particular not to use for their own purposes or purposes of third parties and not to disclose to third parties any information about the Supplier or received from the Supplier, including commercial information, the course of negotiations, order fulfillment dates, business plans, forecasts, financial data, methods of performance, software, inventions, discoveries, price structure, penalties, discount policy, received offers, marketing and commercial policy, calculation, information on the service or complaint procedures, the number of submitted complaints, the time of complaint processing, technical and technological information, employee data, associates and other information, the disclosure or use of which could in any way violate the interests of the Supplier (hereinafter referred to as Confidential Information). Informing about the fact of concluding the contract does not constitute a breach of this obligation.
2. Disclosure of Confidential Information, with the exception of its disclosure due to the performance of the contract or the performance of obligations resulting from generally applicable legal provisions, requires the explicit prior consent of the Supplier, expressed in writing, electronic or documentary form. The Buyer is obliged to secure the Confidential Information at least in the same way as it protects its own business secrets. If the Buyer receives an obligation to disclose Confidential Information, on the basis of generally applicable legal provisions, the Buyer is obliged to inform the Supplier about receiving such an obligation and to act in accordance with the Supplier's guidelines.
3. In the event of disclosure of Confidential Information to its employees and associates due to the performance of the contract, the Buyer is obliged to inform these persons about the confidential nature of the information provided and to oblige them to maintain confidentiality (at least on the terms set out in chapter VI of the GCC).



4. In each case of the Buyer's breach of the provisions set out in chapter VI paragraphs 1-3 of the GCC, the Supplier shall be entitled to a contractual penalty in the amount of PLN 50,000.00 (fifty thousand) net for each breach of the above provisions, payable on the date indicated by the Supplier.
5. The Supplier is entitled, in particular, to disclose Confidential Information to entities from the Introl capital group, to the owner or administrator of the facility for which the subject of the contract is to be performed, in proceedings aimed at resolving a dispute related to a subcontract.

VII. Termination, withdrawal from the contract

1. In the case of continuous obligations, the Supplier has the right to terminate the contract with a 14 day notice period. The date of termination is the date of receipt of the letter by the addressee (in the event of failure to accept the letter - the date of termination is the date on the 14th day from the attempt to first deliver it).
2. The Supplier has the right, apart from the cases specified in the Civil Code, to withdraw from the contract with immediate effect, if the Buyer, despite a written request to cease violations, within the time limit specified by the Supplier:
 - a) is late with the payment of any of the receivables,
 - b) does not perform (in the Supplier's opinion) any of the obligations specified in the contract (including the GCC), e.g. prevents the performance of the subject of the contract by not granting the access to the assembly site, not delivering utilities, or delaying the acceptance of the subject of the contract in whole or in part,
 - c) violates the Supplier's good name,
 - d) proceedings for seizure or enforcement or a similar effect will be initiated against the Buyer's assets, and the Buyer will e.g. conclude or propose an arrangement or agreement with creditors,
 - e) a resolution will be passed or an application for dissolution/liquidation of the Buyer will be submitted (for purposes other than transformation).
3. In the event of termination of the contract (e.g. as a result of termination or withdrawal from the contract), the Buyer is always obliged, regardless of other obligations specified in the contract (including in the GCC), to pay the Supplier, in particular for the part of the contract received by the Supplier (received for the day of withdrawal from the contract, e.g. for delivered and received goods) and return to the Supplier any costs that the Supplier incurred due to the conclusion and performance of the contract (including payment for all goods ordered by the Supplier, which the Supplier will not be able to return, purchased by the Supplier, in production, manufactured and stored by the Supplier or a third party for the purposes of the contract, services ordered by the Supplier for the purpose of performing the contract) in the amount and time specified by the Supplier. Termination of the contract does not affect the claims or rights that are or may be due to the Supplier under the expired contract. The Buyer is obliged to pay



contractual penalties even in the event of termination of the contract. The Supplier has the right to keep the advance paid by the Buyer on account of the amounts due to it.

4. During the notice period, the Supplier reserves the right not to perform contracts concluded with the Buyer without incurring any liability in this respect. All contracts the further implementation of which has been undertaken by the Supplier will be settled on the terms specified in the contract (including in the GCC), unless the Supplier has agreed otherwise.
5. If the right to withdraw from the contract is reserved, the Supplier is entitled to withdraw from the contract each time within 3 (three) months from the moment of the reason for withdrawal.
6. The Supplier's withdrawal from the contract, unless the Supplier has agreed otherwise, has effect *ex nunc* (from now on), i.e. on the date of withdrawal, and has effect only in the scope of the not implemented part of the obligations under the contract.
7. In the event of termination of the contract, the Buyer shall secure the interrupted work / subject of the contract until the expiry of the contract at its own cost and risk.

VIII. Force Majeure

1. The Supplier, to the maximum extent permitted by law, shall not be liable for non-performance or improper performance (e.g. for delay in production, shipment, delivery and assembly of goods) of contractual obligations, in whole or in part, if it is caused by force majeure (referred to in the GCC as Force Majeure), which includes in particular:
war (declared or unspoken), other military operations, invasion, military maneuvers, terrorist activities, mobilization, rebellion, riots, revolution, insurrection, military or civil coup, embargo, radioactive radiation or contamination by radioactivity from nuclear fuel or nuclear waste, from combustion of nuclear fuel, radioactive toxic explosives, epidemics, pandemics, viral or bacterial threats, earthquake, flood, fire, hail, heavy rain or snowfall, high (+ 30°C and higher) or low (-5°C and lower) temperatures preventing the execution of works due to technological reasons, weather conditions preventing the works performed in accordance with the technology, natural disasters, strike or other labor conflict, accident, delay in transport, failure of production equipment, machine failure, failure of municipal services, road blockade, transport damage, time limitations in road transport traffic truck, strike or restrictions on the work of carriers (e.g. air, land, sea, inland), electricity shortages, power or gas outages, shortages of materials and raw materials, lack of components, amendment to the law, regulation or operation of state bodies and agencies; or if the performance of contractual obligations by the Supplier turned out to be excessively burdensome, in the Supplier's opinion, as a result of circumstances the exclusion of which was a condition for the conclusion of the contract; or events that are beyond the Supplier's control and are not attributable



- to the Supplier, cannot be foreseen or avoided, and which will arise after the conclusion of the contract and will, in the Supplier's opinion, constitute an obstacle in the performance of contractual obligations.
2. The circumstances of Force Majeure release the Supplier from the performance of contractual obligations for such time as they prevent or impede (in the Supplier's opinion) the performance of contractual obligations.
 3. The deadlines specified in the contract are extended at least by the duration of the Force Majeure circumstances (as indicated by the Supplier).
 4. The Supplier affected by Force Majeure has the right to notify the Buyer about this fact.
 5. Each Party bears its own additional costs resulting from the occurrence of Force Majeure.
 6. The provisions on Force Majeure also apply if the Force Majeure occurs at the Supplier's contractors/suppliers/subcontractors, in particular in the warehouse or production plant indicated by the Supplier, and is the cause of delays in the performance of the contract by the Supplier.
 7. In the event that the circumstances of Force Majeure persist at the Supplier or its contractors/suppliers/subcontractors for a period exceeding 90 business days (from the date of notifying the Supplier), each Party to the contract has the right to terminate the contract with immediate effect, without any liability of the Supplier. In this case, the Buyer is obliged to pay the Supplier for the part of the contract already completed by the Supplier (to the extent and within the time limit specified by the Supplier).
 8. After the end of the Force Majeure event, the Supplier has the right, irrespective of the extension of the deadline in chapter VIII paragraph 3 of the GCC, to the maximum extent permitted by law, to set an additional period (specified by the Supplier) for the performance of its contractual obligations (without any liability in this respect).
 9. The fact of the occurrence of Force Majeure does not release the Buyer from the obligation to pay for the delivered or manufactured/prepared goods and the goods not collected in accordance with the contract; in case of doubt, within the time limit specified by the Supplier.
 10. The Parties undertake to exercise due diligence in the event of Force Majeure in order to limit its impact on the performance of obligations under the contract.

IX. Reservation of ownership

1. The Supplier reserves the right of ownership of the goods until the Buyer pays (the date on which the funds are credited to the Supplier's account) the entire price (the entire remuneration) resulting in particular from the contract, taking into account in particular the price of: the goods, the tax due, the costs of delivering the goods, interest and other costs related to the contract and specified by the Supplier, including transport and assembly costs.



2. Until the ownership of the goods passes to the Buyer, the Buyer is obliged in particular to:
 - a) store the goods (without charging the Supplier with any costs in this respect) separately from other Buyer's goods or third parties in such a way that the Supplier's property can be easily identified;
 - b) not remove, blur or obscure any identification marks from the goods, packaging or elements related to the goods;
 - c) keep the goods intact;
 - d) not mix the goods with other goods and not change the goods in any way.
3. In the event of the Buyer's delay with payment of the entire (or part) price, the Supplier is entitled to demand the return of the goods (or parts) delivered to the Buyer and to demand appropriate additional remuneration, including for its wear or damage. If the payment is not made after the expiry of the additional deadline set by the Supplier - the Supplier has the right to withdraw from the contract with the Buyer, in whole or in part, without incurring any liability in this respect.
4. The Buyer is responsible for the quantity and quality of the goods until the entire price specified in the contract is paid.
5. If, despite the regulation in chapter IX paragraph 3 of the GCC above, there will be a modification, combination or mixing of the goods to which the ownership has been reserved, the Supplier becomes a co-owner of the new goods to the extent that the value of the goods subject to the reservation of combined, mixed or altered goods corresponds. Reservation of the ownership is also effective with regard to participation in joint ownership. In the event that the modified, combined or mixed goods become a component of the new goods, the Buyer should immediately pay the price or submit a payment security - according to the Supplier's instructions.
6. If the goods subject to ownership (unpaid by the Buyer) are sold to a downstream buyer, the Buyer undertakes to notify the downstream buyer of the reservation of ownership.
7. The Supplier does not consent to any encumbrance of the goods sold subject to ownership, unless agreed otherwise (in writing; otherwise null and void). The Buyer is obliged to immediately notify the Supplier of any encumbrance on the goods sold subject to the ownership, e.g. by a decision of state authorities.
8. Upon the initiation or during the bankruptcy, composition, enforcement or restructuring proceedings against the Buyer, the Buyer is obliged to mark the goods in a manner indicating the reservation of the ownership to the Supplier.
9. In the event of seizure of goods owned by the Supplier in the course of the enforcement proceedings against the property of the Buyer, the Buyer is obliged to immediately inform the Supplier about this fact. At the request of the Supplier,



the Buyer is obliged to immediately provide all information about where the goods whose property is reserved for the Supplier are stored.

10. The Supplier is entitled to inspect the goods at the site where they are located (to the extent and within the time specified by the Supplier), as well as to collect them (within the time specified by the Supplier).

X. Personal data

1. The Parties agree that, as part of the cooperation of the Contract, personal data may be processed. Therefore, both Parties are obliged to comply with generally applicable laws on the protection of personal data, including 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 flow of such data, and repealing Directive 95/46/EC (Journal of Laws 119 of 4 May 2016, hereinafter referred to as the Regulation) and Polish law, including the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018.1000).
2. The Parties are obliged to:
 - a) process personal data on the basis of the consent of the data subjects or on the basis of another premise authorizing the processing of personal data in accordance with the provisions of the Regulation;
 - b) ensure that the processing of personal data obtained from or relating to the other Party is carried out only by authorized persons - on the basis of an authorization or contract for entrusting the processing of personal data and acting only on the instructions of the Party. Such persons are obliged to maintain confidentiality. This confidentiality also covers all information regarding the methods of securing the personal data entrusted for processing.
 - c) ensure that the processing of personal data will be carried out in a manner that ensures appropriate security of personal data, including protection against unauthorized or unlawful processing and accidental loss, destruction or damage, applying appropriate technical or organizational measures,
 - d) not to share personal data obtained from the other Party or concerning the other Party to entities other than those authorized under the applicable law, unless required by European Union law or Polish law;
 - e) cooperate in the implementation of the above obligations, including the purpose of fulfilling the obligation to respond to the requests of the data subject in the scope of exercising its rights.



3. The Parties are required to apply appropriate technical and organizational measures ensuring protection of the processed personal data, appropriate to the nature, scope, context and purposes of processing and the risk of violating the rights or freedoms of natural persons.
4. The Parties are obliged to guarantee the implementation of the rights of persons whose personal data are processed, including the fact that these persons have:
 - a) the right to withdraw consent to the processing of personal data;
 - b) the right to information regarding their personal data;
 - c) the right to control data processing, including their supplementing, updating, rectification, deleting;
 - d) the right to object to processing or to limit processing;
 - e) the right to complain to the supervisory authority and use other legal means to protect your rights.
5. Each Party is responsible for its actions or omissions in accordance with the provisions of law. The Party is responsible for the acts or omissions of the persons it uses in the performance of this Contract, as for its own acts or omissions.
6. The Parties are liable for any damage that arose to the other Party or third parties as a result of the processing of personal data contrary to the Contract or the law.
7. In the event of a breach of the protection of personal data obtained from or relating to the other Party, a Party is obliged to notify the other Party about this breach within a maximum of 24 hours from finding the breach.
8. After the end of cooperation, the Party to the Contract - at the request of the other Party, is obliged to delete all personal data and all existing copies thereof within 14 days from the delivery of the request, unless European Union law or the law of a Member State requires the storage of personal data.
9. The Party is obliged to provide the other Party with all information necessary to demonstrate compliance with the obligations set out in this paragraph.
10. As the Data Administrator of its employees, each Party will inform them (information obligation) that their personal data may be processed by contractors in order to establish cooperation and to perform concluded contracts.



XI. Final provisions

1. In matters not covered by the contract, the provisions of Polish law shall apply, in particular the Civil Code.
2. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods and related standards of international law is excluded.
3. The Parties agree that, inter alia, declarations, requests, notifications and information delivered via electronic mail (e-mail) will be considered delivered by the Buyer to the Supplier within the prescribed period, if their content was received by the Supplier within that period, confirmed by a notification about the display of the message or confirmation of receipt of the message .
4. The Supplier and the Buyer will endeavor to settle any disputes arising due to the conclusion and performance of contracts covered by these terms and conditions amicably. If it is impossible to settle the matter amicably, all disputes arising directly or indirectly from the contract will be resolved by Polish common courts having jurisdiction over the registered office of the Supplier, within 60 days from the moment the dispute arises.
5. All intellectual property, including copyrights and related rights as well as industrial property, including in particular works (e.g. designs, sketches, concepts, descriptions, analyzes, compilations, studies related to the rate of return on investment) and inventive projects, patents, trademarks, utility models belonging to the Supplier or developed by the Supplier due to the performance of the contract remain its exclusive property, and the Buyer is not entitled, in particular, to any proprietary and related copyrights, industrial property rights or other rights authorizing the Buyer to use it beyond the scope specified in the contract or indicated by the Supplier. In case of any doubts, it is assumed that the Buyer may use, in a non-exclusive manner, to the extent specified by the Supplier, the intellectual property made available by the Supplier, during the period indicated by the Supplier, without any right to disclose it to third parties, except for cases specified by the Supplier (inter alia, the Supplier does not provide the source code for the software). In the event of a breach of the provisions of this paragraph, the Supplier shall be entitled to claim a contractual penalty from the Buyer in the amount of PLN 250,000 (two hundred and fifty thousand) for each breach.
6. The Buyer will indemnify the Supplier and release the Supplier from the obligation to provide services in the event of any claims and costs arising from infringement of third party rights (including rights under patents, design or trademark rights, copyrights), provided that the infringement is related to designs, patterns and specifications provided to the Supplier by the Buyer for the purposes of the contract.



7. The Buyer is obliged to translate the operating manuals and other documents received from the Supplier in a foreign language.
8. Disseminating and sharing the technical data of the goods with third parties, in particular technical drawings made or shared by the Supplier, is prohibited and constitutes a breach of the Supplier's rights. The exception is the overview drawings shared in catalogs (materials for marketing purposes) and published on websites managed by or on behalf of the Supplier.
9. The Supplier is not responsible for the Buyer's improper or unlawful use of the goods or trademarks with which the goods are marked.
10. The Parties agree that if a Party refuses to accept the letter, it is considered that the letter was delivered on the day the Party refused to accept it.
11. The information contained, in particular, in information guides, price lists, prospectuses, templates, catalogs, folders, advertisements and other materials of the Supplier shall not constitute an offer within the meaning of the Civil Code.
12. Information relating in particular to dimensions, weight, specifications, functionality, technical, operational and aesthetic parameters, conversion factors, sizes and quality as well as illustrations, descriptions, drawings, photos and other information included or attached to materials/documents that do not constitute the Supplier's commercial offer is for information purposes only. They become binding only if they are expressly confirmed in writing by the Supplier, issued at the request of the Buyer sent in writing, prior to the conclusion of the contract.
13. The provisions of the GCC in no way exclude or limit the rights and claims of the Supplier against the Buyer that may result from legal provisions, in particular the right to claim compensation on general terms and conditions.
14. The Buyer, on its own and at its own risk, is obliged to check the suitability of the goods for the intended purpose.
15. Each Party undertakes to immediately notify the other Party in writing with confirmation of receipt, in particular about the change of data contained in the documents, including:
 - a) the change of registered office address,
 - b) the initiation of bankruptcy or restructuring proceedings, as well as the reasons justifying the initiation of such proceedings;
 - c) the change of legal status and name;
 - d) the change in the staff authorized to receive goods and services and VAT invoices (this change does not constitute an amendment to the contract and can be made via e-mail with confirmation of receipt),
 - e) persons authorized to place orders (this change does not constitute an amendment to the contract and can be made via e-mail with confirmation of receipt).



In the event of failure to notify the other Party of the change or initiation of the procedure, the Party obliged to notify, undertakes to cover the other Party for all costs resulting from the possession of outdated information by the Party, which was not notified. It is also assumed that the lack of information about changes may result in the release of the goods or the performance of a service to unauthorized persons, in which case it is assumed that the goods or service were received by a person acting on behalf of the Buyer.

16. It is not allowed to assign the rights resulting from the concluded contract to third parties without the prior written consent of the Supplier, under pain of nullity.
17. The Supplier may at any time and without notifying the Buyer transfer all or part of its rights, including monetary receivables, resulting from the contract to a third party, as well as transfer all or part of its obligations under the contract to another entity from the Supplier's capital group (Introl group). Due to the transfer of rights or obligations referred to above, the Supplier may disclose to the Buyer and third parties Confidential Information, provisions of the contract and other information necessary for the Buyer or a given third party to read the Supplier's rights and obligations and to perform them.
18. The invalidity or ineffectiveness of any of the provisions of the contract (or its part) does not affect the validity and effectiveness of the remaining provisions. If any of the provisions of the contract are found to be invalid or legally defective, the remaining provisions of the contract shall remain in force to the fullest extent permitted by applicable law. The Parties to the contract undertake to immediately replace such provisions with valid provisions, taking into account the economic purpose of the contract and the will and intention of the Parties to the contract.
19. The language applicable to the contract is Polish. The Supplier may translate the contract, including the GCC, into English or another foreign language. In the event of any discrepancies between the Polish and another language version or a possible translation of the contract into another language, the Polish language version, which is binding in this respect, shall prevail for the purposes of interpreting the provisions of the contract.
20. The Buyer declares to know the method of presenting the goods by the Supplier, including the method of presenting graphic diagrams/structures, presenting views, methods and sides of opening goods, parts of goods, divisions, dimensions, shapes, types of used elements, materials, weight of goods, functionality.



21. Unless otherwise agreed by the Supplier, in the event of any discrepancies between documents, the following hierarchy applies (from the most important): 1) the contract concluded by the Supplier and the Buyer, 2) the Supplier's offer or the Supplier's Order Confirmation, 3) the GCC, 4) the Supplier's valuation.
22. The Buyer declares to know the complete technical documentation of the purchased goods.
23. In case of doubts as to the scope of the subject of the contract, the manner of performance of the subject of the contract or the date of performance of a part or the entire contract, this scope, method or date is specified by the Supplier.
24. Any changes to the contract, unless the contract stipulates otherwise, require written or electronic form, under pain of nullity.
25. The Buyer gives the Supplier an irrevocable consent to post photos, videos, information on jointly implemented projects in the Supplier's portfolio and present it on the websites of the Supplier and the Introl capital group and in the marketing materials of the Supplier and the Introl capital group.
26. The Parties, to the extent permitted by law, exclude the provisions of generally applicable law, to the extent that the contract regulates the mutual relations of the Parties differently.
27. The term "price" used in the GCC shall also mean "total remuneration for the performance of the subject of the contract"; "goods" or "service" shall also mean "subject of the contract"; "Parties" means the Supplier and the Buyer; "contract" means an agreement concluded between the Supplier and the Buyer.
28. The headings in the GCC are introduced to facilitate the use of the document and do not form part of the GCC, nor do they affect its interpretation.
29. The provisions of the GCC (in particular regarding the goods) should be applied directly or appropriately if the contract includes the provision of a service by the Supplier, in particular an assembly service (where the Supplier undertakes in the contract, e.g. to assemble and run the goods previously delivered).