

GENERAL TERMS AND CONDITIONS OF SALE PROTEC SP. Z O.O.

The purpose of these GENERAL TERMS AND CONDITIONS OF SALE (hereinafter referred to as the "GTCS") shall be to establish the rules for sale and/or supply of goods (hereinafter referred to as the "Goods") to clients which operate a business (hereinafter referred to as the "Contracting Parties"). The Goods shall be offered by PROTEC Budowa Prototypów i Technika Wytłaczania Sp. z o.o. with its registered office in 46-080 Chróścice, ul. Korfanteo 43 (Poland), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, 8th Business Division of the National Court Register, under the following number: 0000243475; EU VAT identification number: PL7540333631 (hereinafter referred to as "PROTEC").

§ 1 (Subject of the GTCS)

1. Under the GTCS and the rules stipulated therein, PROTEC shall sell and/or supply to the Contracting Party the Goods specified in the order agreed upon by PROTEC and the Contracting Party, within the time limit and at the price indicated therein, whereas the Contracting Party shall receive the ordered Goods and pay a due price.
2. Delivery dates of the Goods, terms and conditions of individual deliveries and amounts payable to PROTEC in that respect shall be each time laid down by the Parties in the order.
3. Delivery (acceptance) of the Goods shall take place within the period agreed by the Parties each time, however, not later than within 14 days as of the date of PROTEC notifying the Contracting Party that the Goods are ready for acceptance (delivery), under pain of payment by the Contracting Party to PROTEC of the contractual penalty, referred to in § 5(1)(b) of the GTCS.
4. The net price specified in the Order shall be applicable to the Goods.
5. Unless otherwise stated in the GTCS, the provisions of the GTCS shall apply directly to Offers and Orders and are binding on the Parties in their entirety to the extent described below.
6. No general terms and conditions of the Client or other commercial terms and conditions may be applied to relations based on the Offer and the Order unless PROTEC gives a separate, explicit consent in writing. For the avoidance of doubt, such consent shall not result from the fact that PROTEC has not responded to such documents received from the Contracting Party.
7. The GTCS are an integral part of the Offer and the Order. If the GTCS has not been attached to the Offer, the Contracting Party shall be bound by the content of GTCS in the wording of the version published on the website: www.protec.pl on the day of submission of the Offer by PROTEC or on the day of submission of the Order by the Contracting Party on the basis of the Offer.

8. Submission of an Order by the Contracting Party shall mean that the Contracting Party has accepted without changes the content of the GTCS and of the Offer. If the provisions of the GTCS are inconsistent with the content of the Offer, the content of the Offer shall apply.

§ 2 (Rules of placing and confirming orders)

1. An Order shall be understood as an order placed by the Contracting Party for Goods for which an individual offer for the Contracting Party has been prepared by PROTEC (hereinafter referred to as the “Offer”), which requires confirmation of its execution by the Contracting Party within the term of the Offer, indicated in its content, without the possibility of introducing any changes to the Offer by the Contracting Party.
2. PROTEC shall have right to refuse to carry out the Order without giving a reason within 2 days as of the date of receiving the Order.
3. The Contracting Party shall be entitled to place Orders only for the needs of its business.

§ 3 (Obligations of the Contracting Party)

By accepting the Offer, the Contracting Party agrees to the Offer and the GTCS and undertakes to the following:

- a) strictly keep business secrets which shall be understood in particular as the information on the content of the Order, organisational structure of PROTEC, financial settlements rules applicable to both Parties and other matters connected with the production and distribution of the Goods, i.e. those that have not been made public before;
- b) restrain form any activities that could negatively affect the image of PROTEC;
- c) receive the ordered Goods and make a timely payment of the price;
- d) immediately inform PROTEC about any circumstances which have or may have an impact on the correct completion of the Order.

§ 4 (Execution of the Orders by PROTEC and Receipt of the Goods)

1. Manufacture of the Goods ordered by the Contracting Party shall be carried out in accordance with PROTEC’s production process documentation (technical specifications, etc.). All PROTEC Goods are manufactured in accordance with the quality system developed by PROTEC, which is in accordance with ISO:9001 standards.
2. Deliveries of Goods shall be made on the basis of joint arrangements. The Contracting Party shall bear the risk and costs related to unloading of the Goods.

3. The Contracting Party shall receive the Goods and unload them at the destination on the day the delivery is made. In the case of delivery (transport) by PROTEC, the Contracting Party shall unload the vehicle with the Goods within 2 hours of the vehicle's arrival at the destination. In the case when the Contracting Party fails to carry out the unloading within the above-mentioned time limit, it shall bear the costs of demurrage of the vehicle, at the rate of the carrier. With the consent of PROTEC and the carrier, the Contracting Party shall have the right to indicate an additional, alternative place of unloading the car. Any additional costs associated with the delivery of the Goods to the alternative place of unloading shall be borne by the Contracting Party.
4. Delivery of the Goods shall be confirmed by the Contracting Party (or the persons authorised by it) in the delivery documents submitted by PROTEC.
5. The persons authorised by the Contracting Party to confirm the delivery of the Goods in the delivery documents shall be understood as persons holding the Contracting Party's authorisation to receive a given delivery. The Contracting Party shall inform PROTEC in advance about the persons authorised to receive and confirm a given delivery of the Goods. The authorised persons shall confirm their identity at any request of PROTEC's representatives actually delivering the Goods, in particular by producing relevant documents with a photograph. In the case of doubts as to the identity of the authorised persons, which shall be understood in particular as their failure or refusal to produce relevant documents, PROTEC's representatives shall have the right to refuse to release the Goods to them. PROTEC's refusal to release the Goods due to the above-mentioned reason shall be equivalent to a delay in the receipt of the Goods caused by the Contracting Party, in which case § 5(1)(b) of the GTCS is applicable.
6. Unless the GTCS provides otherwise, possible complaints on the Goods shall be reported by the Contracting Party when signing the delivery (receipt) documents.
7. PROTEC shall not be liable for any defects (faults) of the Goods (e.g. inability to use the Goods in a particular system, machine, etc.), if these defects (faults) were caused by manufacturing the Goods by PROTEC on the basis of the following:
 - a) technical specifications, technical documentation or other guidelines binding on PROTEC, as provided by the Contracting Party;
 - b) material supplied by the Contracting Party.
8. In the event of failure to pay by the Contracting Party of any amounts due to PROTEC, PROTEC shall be entitled to the following:
 - a) suspension of: (i) preparation of Offers or (ii) performance of Orders; until the Contracting Party pays these receivables in full, together with interest;

- b) withdrawal from any sale and/or supply agreement of the Order (in whole or in part) within 60 days as of the date of the amount with the latest maturity.
9. As soon as PROTEC releases the Goods to the Contracting Party, the benefits and burdens associated with the Goods as well as the risk of accidental loss or damage to the Goods shall pass to the Contracting Party.
 10. As soon as PROTEC releases the Goods to the carrier, the benefits and burdens associated with the Goods as well as the risk of accidental loss or damage to the Goods shall pass to the Contracting Party. In such a case, PROTEC shall not be liable for loss, wastage or damage to the Goods occurring from its acceptance for transport until its delivery to the Contracting Party and for any delay in transport of the consignment.

§ 5 (Liability of the Contracting Party)

1. The Contracting Party shall pay PROTEC a contractual penalty if the former:
 - a) withdraws from the Order – penalty equal to 80.00% of the gross Order price;
 - b) is in delay with regard to the receipt of the Goods – penalty equal to 1.00 % of the gross Order price for each day of delay;
 - c) discloses to an unauthorised third party the information that is a business secret within the meaning of the GTCS – penalty in the amount of PLN 250,000.00 for each infringement.
2. PROTEC reserves the right to claim compensation exceeding the amount of stipulated contractual penalties.

§ 6 (Invoice and Payments)

1. The costs of packaging and delivery of Goods shall be determined individually for each Offer. If the above-mentioned costs are not specified in the Offer, the price does not include these costs.
2. PROTEC shall issue invoices in Polish currency (Polish zloty) or in Euro.
3. Invoices shall be delivered to the Contracting Party together with the delivery (receipt) of the Goods to which they relate or sent to the Contracting Party within 7 days as of the date of a given delivery (receipt) at the latest. The Contracting Party agrees to receive invoices by electronic means, to the e-mail address indicated by it.
4. Payment of the amount due shall be made by transfer to the bank account of PROTEC indicated in the delivered invoice and within 14 days as of receiving the invoice by the Contracting Party, unless different date of payment has been indicated in the invoice (earlier or later).

5. Ownership of the delivered Goods shall pass to the Contracting Party only after the Contracting Party has paid to PROTEC all amounts due. In the event of PROTEC's tacit consent to further resale of these Goods, the Contracting Party shall assign all receivables arising from this resale to customers and/or third parties irrevocably to PROTEC and PROTEC shall accept them. In such a case, the Contracting Party shall be entitled to collect the receivables for PROTEC. Furthermore, in such a situation, the Contracting Party shall be jointly and severally liable with the above mentioned customers and/or third parties to PROTEC for all obligations arising from this resale.
6. In the case of a seizure by third parties (seizure/lien, retaining lien or similar), the Contracting Party shall bear in mind the fact that the Goods are subject to the retention of ownership.
7. PROTEC shall be entitled to set off the receivables paid by the Contracting Party against the debt of the longest maturity (regardless of the legal basis of the debt), taking into account any incidental receivables resulting from the debt.

§ 7 (Complaint Handling Procedure)

1. Any complaints concerning the Goods shall be made pursuant to the provisions of the GTCS. Pursuant to Article 558 § 1 of the Civil Code, PROTEC's liability for warranty of the Goods towards the Contracting Party shall be excluded, taking into account other provisions of the GTCS.
2. A warranty complaint shall be made immediately after the detection of a defect. However, in any case, a complaint may not be made later than within 14 days as of the date of delivery (receipt) of the Goods.
3. The Contracting Party, at the moment of completing the delivery of the Goods, in accordance with § 4 of the GTCS, or personal receipt, undertakes to inspect each delivered (received) batch of Goods in terms of quality, quantity and compliance with the Order.
4. PROTEC reserves the right to consider the complaint by inspecting the complained Goods at the destination place (or any other place indicated by the Contracting Party, where the complained Goods are currently located). The Contracting Party shall be obliged to provide PROTEC with all explanations necessary with respect to the complaint procedure, including the storage conditions of the Goods that are subject to a complaint.
5. Should the Contracting Party fail to include in the delivery documentation (or in the documentation of receipt of the Goods), at the time the delivery has been completed, its objections in writing to the delivered (received) Goods, the Parties shall deem the delivery (receipt) to be duly performed by PROTEC. However, the above rule does not apply to hidden defects of the delivered (received) Goods.

6. Subject to §(7)(12) of the GTCS, in the case of recognising the complaint as justified, the Parties foresee that this claim of the Contracting Party shall be realised exclusively by the delivery of the Goods free from defects in the quantity, in respect of which the complaint was recognised by PROTEC as justified.
7. PROTEC shall consider the complaint within 21 days as of the date of receipt of the complaint.
8. Delivery of the Goods free from defects shall take place within 6 weeks as of the date on which the complaint is considered justified by PROTEC.
9. In case PROTEC determines that the complaint is unfounded, or that it is impossible to consider it for reasons attributable to the Contracting Party, the costs of the complaint procedure shall be borne by the Contracting Party.
10. In the event of PROTEC's partial acceptance of the complaint as justified, the costs of the complaint procedure shall be borne by the Contracting Party in proportion to the extent to which the complaint is deemed justified by PROTEC.
11. In the event that the complaint is deemed unfounded, the Contracting Party shall additionally be obliged to pay to PROTEC a lump sum for a complaint in the amount of:
 - a) PLN 200 – for Orders which place of receipt/delivery of Goods was Poland;
 - b) EUR 100 – for other Orders.

The aforementioned lump sum for a complaint is a form of compensation for activities undertaken by PROTEC, connected with the process of handling a given complaint. The lump sum for a complaint is payable within 30 days as of the date of delivery to the Contracting Party by the PROTEC of an appropriate accounting document in this respect. The lump sum for a complaint shall be payable to PROTEC regardless of PROTEC's right to claim reimbursement of the costs of the complaint handling procedure referred to in § 7(9) and (10) of the GTCS.

12. Along with submitting a complaint, the Contracting Party shall inform PROTEC about the place of storage of the defective Goods. If the defectiveness of the Goods is confirmed by PROTEC and the Parties do not agree otherwise (e.g. to reduce the current price), PROTEC shall collect the Goods from the Contracting Party, and the day of such collection shall be the beginning of the period referred to in §7(8) of GTCS.
13. In the complaint notification, the Contracting Party shall specify the following:
 - a) quantity and type of the Goods being subject to the complaint,
 - b) detected defects,
 - c) date and method of detecting the defect,
 - d) photocopies/scans of delivery/receipt documents.

14. A complaint that does not have all the information (or documents) indicated above or is reported after the deadline, shall be deemed unfounded.
15. Possible differences in the appearance (visualisation) of the Goods on photographs (images, drawings, etc.) placed on websites, information brochures, etc., and their actual appearance, shall not constitute the basis for any claims of the Contracting Party against PROTEC.
16. The liability of PROTEC towards the Contracting Party, regardless of its legal basis, is limited – both within the scope of a single claim as well as for all claims in total – to the amount of the price paid and delivery costs under the Order, but not more than EUR 50,000 (say: EUR fifty thousand). PROTEC shall be liable to the Contracting Party only for wilful misconduct and gross negligence and shall not be liable to the Contracting Party for lost profits.

§ 8 (Term of the GTCS)

The GTCS shall apply to all Offers sent by PROTEC to the Contracting Parties, from 1 February 2019.

§ 9 (Severability)

In the event any of the provisions of the GTCS is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions of the GTCS. Should the above be the case, the Parties shall replace the ineffective or invalid provisions of the GTCS with provisions whose content is most adequate to the intended purposes of the GTCS.

§ 10 (Personal data)

1. PROTEC shall be the controller of personal data of the Contracting Party or of a person acting on behalf of the Contracting Party.
2. Personal data of the Contracting Party or of a person acting on behalf of the Contracting Party are or may be processed:
 - in order to perform the sales and/or delivery agreement as well as to take actions aimed at entering into a sales and/or delivery agreement [Article 6(1)(b) of the GDPR], and if the data subject is not the Contracting Party but acts on behalf of the Contracting Party – personal data of such a person shall be processed for purposes resulting from legitimate interests of PROTEC, i.e. performance of the sales and/or supply agreement with the Contracting Party on behalf of which the data subject acts as well as to take actions aimed at entering into a sales and/or supply agreement [Article 6(1)(f) of the GDPR];

- in order to handle the complaint if the Contracting Party files a complaint in connection with entering into a sales and/or supply agreement [Article 6(1)(b)(c)(d) of the GDPR];
 - in order to contact the Contracting Party or a person acting on behalf of the Contracting Party in connection with the aforementioned purposes or if there is a legitimate interest of PROTEC, the performance of which is related to the need to contact the Contracting Party or a person acting on behalf of the Contracting Party [Article 6(1) b) or (f) of the GDPR];
 - for purposes arising out of legitimate interests pursued by PROTEC, including archiving purposes, in order to defend itself against possible claims or to pursue possible claims or perform direct marketing of PROTEC services as well as to handle payments [Article 6(1)(f) of the GDPR];
 - in order to send by e-mail information about discounts and novelties at PROTEC if the Contracting Party or a person acting on behalf of the Contracting Party has given their consent to such a thing [Article 6(1)(a) of the GDPR].
3. In addition, legal regulations may require PROTEC to process the Contracting Party's personal data, e.g. for accounting and tax purposes.
 4. Apart from cases in which the provision of personal data is an obligation under the law, providing personal data is voluntary.
 5. Providing the following personal data of the Contracting Party is a contractual requirement for effective submission of the Order: the company (name); NIP [VAT]; No. e-mail address; contact telephone number. Failure to provide such data will make it impossible to submit an Order.
 6. In order for PROTEC to issue an invoice, it is necessary that the Contracting Party provides the personal data indicated in Article 106€ of the VAT Act of 11 March 2004, such as names and surnames or names of the taxpayer and the purchaser of goods or services and their addresses, number by means of which the taxpayer is identified for tax purposes. Failure to provide this information makes it impossible to issue a valid invoice.
 7. PROTEC entrusts its service providers (hereinafter referred to as the **"Data Recipients"**) with the provision of certain services. For this reason, the Personal data of the Contracting Party or a person acting on behalf of the Contracting Party may be disclosed to the Data Recipients to the extent necessary for a given service. This applies to entities providing courier, IT, hosting, legal or accounting services to PROTEC. The data may also be disclosed to entities providing payment services (including banking services).
 8. The retention period of Personal data depends on the purpose of the processing. If the processing of personal data takes place in connection with the performance of the agreement, such data will be stored for the duration of the agreement (its implementation) with PROTEC

as well as until the expiry of the statute of limitations for any claims arising from this agreement, unless there is another basis for processing.

9. Personal data may be stored for archiving purposes (including to meet the accountability obligation), but not longer than for 10 years, unless there is another basis for processing. The provisions of law may oblige PROTEC to store personal data for a specified period of time, e.g. for accounting purposes.
10. Personal data processed on the basis of consent shall be stored until the withdrawal of consent; after its withdrawal, it shall be stored until the expiry of the statute of limitations for any claims.
11. The Contracting Party or a person acting on behalf of the Contracting Party shall have the right to demand access to personal data, correct, delete or limit the processing as well as the right to transfer the data to another controller.
12. Consents granted may be revoked at any time, without prejudice to the lawfulness of processing carried out on the basis of consent prior to revocation.
13. Moreover, the Contracting Party or a person acting on behalf of the Contracting Party shall have the right to object to the processing of personal data pursuant to Article 6(1)(f) of the GDPR, i.e. the processing necessary for the purposes resulting from legally justified interests pursued by PROTEC.
14. The Contracting Party or a person acting on behalf of the Contracting Party shall have the right to object to the processing of personal data for direct marketing purposes.
15. The above rights can be exercised by submitting them to the above address of the registered office of PROTEC or by e-mail to the following address: daneosobowe@protec.pl.
16. PROTEC also informs that the Contracting Party or a person acting on behalf of the Contracting Party shall have the right to lodge a complaint to the supervisory body.

§ 11 (Final Provisions)

1. The governing law shall be the Polish law, both for the GTCS and for the resolution of any disputes arising from sales and/or supply agreements entered into with the Contracting Parties. In the first instance, provisions of the Polish Civil Code shall apply to all matters not governed by the GTCS.
2. Any possible disputes arising from sales and/or supply agreements shall be settled by a materially competent common court of law with seat in Opole.
3. Provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to sales and/or supply agreements (Dz. U. [Journal of Laws] of 1997, No. 45, item 286, as amended).

4. Each Party shall immediately inform the other Party about a change of persons authorised to receive the Goods/submit and sign statements on behalf of the Party as well as about the change of address details. In the case of absence of such a notification, statements submitted by persons authorised thus far and served to previous addresses shall be deemed correctly submitted and served respectively.
5. The GTCS were drawn up in three language versions – Polish, German and English. In case of any doubts as to the interpretation, the Polish language version of the GCTS shall prevail.