

GENERAL TERMS AND CONDITIONS OF DELIVERY

Preamble

- I. *The purpose of these General terms and conditions of delivery is to define the rules governing the sale and/or delivery of the Goods offered for sale by the Suppliers conducting business activity to the following company: **PROTEC Budowa Prototypów i Technika Wytłaczania spółka z ograniczoną odpowiedzialnością** with its registered office in Chróścice (office address and address for service: ul. Korfantego 43, 46-080 Chróścice), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, 8th Business Department of the National Court Register, under number: 0000243475, REGON [National Official Business Register]: 53050305, NIP [VAT]: 7540333631; e-mail address: biuro@protec.pl, phone number: +48 77 4278 100.*
- II. *Unless otherwise stated in the General terms and conditions of delivery, the provisions of the General terms and conditions of delivery apply directly to Offer Inquiries, Offers, Orders and Sale Agreements and are binding on the Parties in their entirety to the extent described below.*
- III. *No general terms and conditions of the Supplier or other commercial terms and conditions may be applied to relations based on the Offer Inquiry, Offer, Order and Sales Agreement, unless the Ordering Party gives a separate, explicit consent in writing. For the avoidance of doubt, such consent shall not result from the fact that the Ordering Party has not responded to such documents received from the Supplier.*
- IV. *The General terms and conditions of delivery constitute an integral part of the Offer Inquiry, Offer, Order and Sales Agreement. If the General terms and conditions of delivery were not attached to the Offer Inquiry, the Supplier shall be bound by the contents of the General terms and conditions of delivery in the version published on the website: www.protec.pl on the date of submitting the Offer Inquiry by the Ordering Party.*
- V. *The Supplier, by submitting an Offer to the Ordering Party, accepts the content of the General terms and conditions of delivery.*
- VI. *If there are contradictions between the content of the Offer Inquiry and the General terms and conditions of delivery, the content of the Offer Inquiry shall prevail.*
- VII. *If there are contradictions between the content of the Offer and the General terms and conditions of delivery, the content of the General terms and conditions of delivery shall prevail, unless the content of the Offer takes into account the provisions of the Offer Inquiry in its entirety.*
- VIII. *If there are contradictions between the content of the Offer and the Offer Inquiry, the content of the Offer Inquiry shall prevail, unless the Ordering Party explicitly confirms in the Order a part or all of the inconsistent conditions of cooperation proposed by the Supplier in the Offer.*

1. GENERAL PROVISIONS

- 1.1. The General terms and conditions of delivery are addressed exclusively to persons conducting business activity (entrepreneurs) within the meaning of the provisions of the Act

of 6 March 2018 – Entrepreneurs' Law.

1.2. Definitions:

- 1.2.1. **Price** – the price of the Goods indicated in the Offer;
- 1.2.2. **Supplier** – (1) a natural person with full legal capacity and, in cases provided for in generally applicable regulations, also a natural person with limited legal capacity; (2) a legal person; or (3) an organisational unit without legal personality, to which the Act grants legal capacity, conducting business activity, which has submitted an Offer and/or concluded a Sales Agreement;
- 1.2.3. **Day** – a calendar day from Monday to Sunday; if the end of the period for performing an activity falls on a Saturday or a public holiday, the period expires on the next day, which is not a Saturday or a public holiday;
- 1.2.4. **Public holiday** – days off from work specified in the Act of 18 January 1951 on Public Holidays;
- 1.2.5. **Civil Code** – Act of 23 April 1964 – Civil Code;
- 1.2.6. **Mail** – e-mail address: biuro@protec.pl or any other electronic address within the domain: @protec.pl, by which the Ordering Party sends an Offer Inquiry to the Supplier;
- 1.2.7. **Offer** – the Supplier's offer, in accordance with the provisions of the Civil Code, submitted to the Ordering Party by the Supplier, pursuant to the terms and conditions described in the General terms and conditions of delivery;
- 1.2.8. **General terms and conditions of delivery** – these General terms and conditions of delivery;
- 1.2.9. **Delivery Point** – address of the Ordering Party's registered office, where the Supplier delivers, in principle, the Goods to the Ordering Party;
- 1.2.10. **Parties** – the Ordering Party and Supplier referred to jointly;
- 1.2.11. **Goods** – movable items available from the Supplier, being the subject of a Sales Agreement between the Ordering Party and the Supplier; the Goods shall be brand new and free from Defects. In exceptional cases, if it is clearly pointed out in the name and/or in the description of the Goods, they may be items which have undergone repair or which have been previously used; each such Good shall be in a condition fit for further use in accordance with its intended use;
- 1.2.12. **Sales Agreement** – an agreement for the sale of the Goods which is or was entered into between the Ordering Party and the Supplier based on the General terms and conditions of delivery;
- 1.2.13. **Defect** – regardless of its scope, any defect, fault, physical or legal defect in the subject of the Sales Agreement or the lack of performance or improper performance of a part of or of the entire subject of the Sales Agreement by the Supplier, which reduces the usability of the subject of the Sales Agreement or prevents or impedes the use of the subject of the Sales Agreement by the Ordering Party or third parties partially or entirely;

- 1.2.14. **Ordering Party** – PROTEC Budowa Prototypów i Technika Wytłaczania spółka z ograniczoną odpowiedzialnością with its registered office in Chróścice (office address and address for service: ul. Korfanteo 43, 46-080 Chróścice), entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Opole, 8th Business Department of the National Court Register, under number: 0000243475, REGON [National Official Business Register]: 5305030305, NIP [VAT]: 7540333631;
- 1.2.15. **Order** – confirmation of acceptance by the Ordering Party of the Offer for a part or all of the Goods specified in the Offer;
- 1.2.16. **Offer Inquiry** – inquiry for Goods submitted by the Ordering Party to the Supplier;

2. ENTERING INTO SALES AGREEMENTS

- 2.1. As of the date of submission of the Offer Inquiry by the Ordering Party via e-mail, the Supplier shall, within 2 days, send the Offer to the e-mail address, from which the Offer Inquiry was sent.
- 2.2. The Offer Inquiry may include in particular: (i) the type of Goods, (ii) the quantity of Goods which the Ordering Party intends to purchase, (iii) the deadline for completion as of the date of placing the Order, (iv) the place of delivery, if it is different than the Delivery Point.
- 2.3. The Offer shall be valid for at least 6 Days.
- 2.4. The Offer shall include the Price in Polish Zloty (PLN) or in Euro (EUR). The Supplier shall not be entitled at any further stage, including after entering into the Sales Agreement, to recalculate (convert) the Price into another currency.
- 2.5. The Price shall be a lump-sum, include all taxes as well as the preparation and transferring by the Supplier to the Ordering Party of all certificates and other documents required for the Goods and is not subject to change.
- 2.6. The Price shall also include the cost of packaging of the Goods.
- 2.7. Upon receipt by the Supplier (within the term of the Offer's validity) of the Order, sent by the Ordering Party to the e-mail of the Supplier from which the Offer was previously sent, a Sales Agreement is entered into between the Parties. In order to enter into a Sales Agreement, it is not necessary to obtain a confirmation of acceptance of the Order from the Supplier. The Day following the day of placing the Order shall be the first day of execution of the Sales Agreement.
- 2.8. The date of execution of the Sales Agreement shall be the date on which the Goods are to be collected by the Ordering Party or delivered to the Ordering Party. In the case of Goods that are to be collected by the Ordering Party, the Supplier shall be obliged to report its readiness to make the Goods available at least 2 Days before the planned date of performance of the Sales Agreement, referred to in the first sentence above.
- 2.9. The Supplier declares that, in the event of entering into a Sales Agreement, it is aware of the necessity to perform the subject of the Sales Agreement precisely and by submitting an Offer, the Supplier undertakes to maintain due diligence and accuracy in performing the Sales Agreement, bearing full responsibility in this respect.
- 2.10. The Ordering Party shall have the right to withdraw (in whole or in part) from the Sales

Agreement within 5 Days as of the date of entering into the Sales Agreement. In such a case, the withdrawal from the Sales Agreement may take place without indicating a reason and shall not give rise to any claims against the Ordering Party from the Supplier.

- 2.11. The Ordering Party shall also have the right to withdraw (in whole or in part) from the Sales Agreement if the Supplier's delay in the delivery of the Goods or in making the Goods available exceeds 14 Days as of the agreed date. In such a situation, the Ordering Party may withdraw from the Sales Agreement within the next 14 Days.

3. COLLECTION/DELIVERY OF THE GOODS

- 3.1. The price indicated in the Offer shall include all delivery costs of the Goods (including transport, delivery and postal charges), unless a separate item is indicated in the Offer.
- 3.2. Regardless of the method of delivery/collection of the Goods, the Supplier shall be responsible for activities related to loading the Goods and the Ordering Party shall be responsible for activities related to unloading the Goods.
- 3.3. At the latest at the time of collection/delivery of the Goods, the Supplier shall be obliged to provide the Ordering Party with all certificates (and other necessary documents) for the Goods. Failure to provide such certificates (and any other necessary documents) by the Supplier entitles the Ordering Party to refuse to proceed with the collection/delivery of the Goods, which shall be tantamount to the Supplier's delay in this respect.
- 3.4. Details of collection/delivery of the Goods may be specified in the Offer Inquiry or based on further arrangements between the Parties.

4. PAYMENTS

- 4.1. Payment under the Sales Agreement shall be made via a bank transfer to the Supplier's bank account indicated on the invoice issued by the Supplier to the Ordering Party.
- 4.2. The Supplier shall be entitled to issue an invoice, within the framework of the Sales Agreement, after the delivery/collection of the Goods by the Ordering Party, taking into account the prior transfer to the Ordering Party of all necessary certificates and other documents, if any.
- 4.3. The invoice referred to in these General terms and conditions of delivery shall be paid by the Ordering Party no sooner than in 40 Days as of the date of delivery to the Ordering Party by the Supplier of a correctly issued invoice, i.e. an invoice issued on the basis of the provisions of section 4.2. of the General terms and conditions of delivery.
- 4.4. The date of performance shall be deemed to be the date on which the Ordering Party's bank account is debited.

5. WARRANTY AND GUARANTEE

- 5.1. The Supplier guarantees that the Goods will be manufactured in accordance with the terms of the Sales Agreement, possible documentation, principles of technical knowledge, applicable standards and legal regulations.
- 5.2. The Supplier undertakes to provide the Ordering Party with all guarantee documents related to the subject of the Sales Agreement. The provisions of guarantee documents less

favourable than or contrary to the provisions of the Sales Agreement shall not apply.

- 5.3. The Supplier shall be liable to the Ordering Party for Defects found during the delivery/collection of the Goods and for Defects arising during the guarantee and warranty period for Defects. During the guarantee and warranty period, the Ordering Party shall have the right to an alternative choice of rights resulting from the guarantee or warranty.
- 5.4. The supplier shall be responsible for the guarantee and warranty for the following:
 - a) any Defects found in the course of the delivery/collection of the Goods or revealed during the guarantee period, including the delivery of an incorrect quantity the Goods;
 - b) removal of these defects.
- 5.5. The Supplier shall provide the Ordering Party with a guarantee for the Goods for a period of 5 years from the date of delivery/collection of the Goods.
- 5.6. The parties agree that the period of liability under the warranty for defects is equal to the period of guarantee granted by the Supplier. In the event of the Parties excluding the guarantee rights, the liability under the warranty for defects shall still prevail. In the event of the Parties excluding the warranty for defects rights, the liability under the guarantee rights shall still prevail.
- 5.7. The Ordering Party shall be entitled to the following claims at its discretion:
 - a) replacement of the Goods with Goods free from defects;
 - b) reduction of the price of the Goods by a percentage indicated by the Ordering Party in the complaint, however, not more than by 50%.
- 5.8. The Ordering Party shall make a complaint within 30 Days as of the date of finding (discovery) a Defect of Goods by sending a complaint to the e-mail of the Supplier from which the Offer was sent. In the complaint, the Ordering Party shall indicate the type of claim against the Supplier, referred to in section 5.7. of the General terms and conditions of delivery.
- 5.9. In the event that the Ordering Party demands replacement of the Goods for Goods free from Defects, the Ordering Party shall receive these Goods within the period indicated by the Ordering Party in the complaint which, however, shall not be shorter than 10 Days as of the date of sending a complaint to the Supplier. If the Supplier fails to exchange the Goods for goods free from Defects within the aforementioned period, the Ordering Party shall have the right to withdraw from the Sales Agreement in whole or in part within 30 Days as of the date of expiry of the period referred to in the first sentence above.
- 5.10. If the Supplier fails to meet the deadline mentioned in section 5.9 of the General terms and conditions of delivery, the Ordering Party may order the replacement of the Goods mentioned in section 5.9 of the General terms and conditions of delivery to a third party, in place of the Supplier, at its expense and risk, charging the Supplier with the costs of replacement of the Goods and the costs of any damage, if the Supplier does not remove the damage on its own and within the deadline set by the Ordering Party.
- 5.11. The Supplier undertakes that any claims under the guarantee and warranty for Defects granted pursuant to the Sales Agreement may be addressed directly to the Supplier and the latter undertakes to implement them directly or, if necessary, to mediate in their

implementation.

- 5.12. Guarantee and warranty for new Goods without Defects shall run anew from the date of delivery/collection of new Goods.
- 5.13. In the event that during the guarantee or warranty period for Defects any complaint procedure is conducted by a third party against the Ordering Party or any claims are made against the Ordering Party related to defective Goods, which, in the Ordering Party's opinion, may be related to the Goods, then the Ordering Party may notify the Supplier of such procedure or claims made. If it is found that defects in Goods have been caused by Defects of the Goods, the Supplier shall satisfy all claims of the Ordering Party or third parties related to the occurrence of such defects and/or reimburse the Ordering Party for all costs and expenses related to the settlement of such claims, and in any case the Supplier undertakes to take all measures to protect the Ordering Party's interests.
- 5.14. The Supplier may not refuse to replace the Goods with Goods free from Defects due to the cost of such replacement.
- 5.15. If in the complaint procedure it is necessary to incur expenses for transport services, these costs shall be borne by the Supplier.
- 5.16. The Supplier may demand from the Ordering Party reimbursement of the costs of complaint proceedings related to the guarantee or warranty for Defects if it proves that the Defect resulted from the fault of the Ordering Party.

6. CONTRACTUAL FEES AND PENALTIES

- 6.1. The Supplier shall be obliged to pay the Ordering Party a lump-sum for each separate complaint notification of the Ordering Party to the Supplier in the amount of:
 - a) PLN 200.00 – for Orders whose place of receipt/delivery of Goods was Poland;
 - b) EUR 100.00 – for other Orders.

The aforementioned lump-sum for a complaint is a form of compensation for activities undertaken by the Ordering Party, 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 Supplier by the Ordering Party of an appropriate accounting document concerning this matter.

- 6.2. The Supplier shall pay the Ordering party a contractual penalty for the following:
 - a) the Supplier's delay in the date of delivery/collection of Goods, in the amount of:
 - i. 0.2% of the value of the Order for each day of delay – for Orders of a value up to EUR 5,000.00 or PLN 20,000.00;
 - ii. 0.4% of the value of the Order for each day of delay – for Orders of a value exceeding EUR 5,000.00 or PLN 20,000.00;
 - b) delay of the Supplier in the date of replacement of the Goods with Goods free from defects, mentioned in section 5.9 of the General terms and conditions of delivery, in the amount of:
 - i. 0.2% of the value of the Goods which are the subject of the complaint for each day

- of delay – in the case the value of the Goods which are the subject of the complaint does not exceed EUR 5,000.00 or PLN 20,000.00;
- ii. 0.4% of the value of the Goods which are the subject of the complaint for each day of delay – in the case the value of the Goods which are the subject of the complaint exceeds EUR 5,000.00 or PLN 20,000.00;
- c) withdrawal from the Sales Agreement by any of the Parties for reasons attributable to the Supplier, including the withdrawal referred to in section 2.11 of the General terms and conditions of delivery, in the amount of 25% of the value of the Order.
- 6.3. If as a result of withdrawal from the Sales Agreement or replacement of the Goods with goods free from Defects the Supplier does not collect the Goods (especially the Goods with Defects) from the Ordering Party within 7 days as of the date of delivery of the Ordering Party's request in this respect to the Supplier, the Supplier shall be charged with a fee for storing such Goods in the amount of PLN 100 for each commenced Day, counting from the expiry of the period indicated by the Ordering Party in the abovementioned request.
- 6.4. The Ordering Party shall have the right to seek compensation for non-performance or improper performance of the subject of the Sales Agreement, including compensation for lost profits on general terms, notwithstanding the penalties specified in section 6.2 of the General terms and conditions of delivery.

7. PERSONAL DATA

- 7.1. The Ordering Party shall be the controller of personal data of the Supplier or of a person acting on behalf of the Supplier.
- 7.2. Personal data of the Supplier or of a person acting on behalf of the Supplier are or may be processed:
- in order to perform the Sales Agreement as well as to take actions aimed at entering into a Sales Agreement [Article 6, section 1, letter b) of the GDPR] and if the data subject is not the Supplier but acts on behalf of the Supplier – personal data of such a person shall be processed for purposes resulting from legitimate interests of the Ordering Party, i.e. performance of the Sales Agreement with the Supplier on behalf of which the data subject acts as well as to take actions aimed at entering into a Sales Agreement [Article 6, section 1, letter f) of the GDPR],
 - in order to handle the complaint, if the Ordering Party files a complaint in connection with entering into a Sales Agreement [Article 6, section 1, letter b), c) d) of the GDPR],
 - in order to contact the Supplier or a person acting on behalf of the Supplier in connection with the aforementioned purposes or if there is a legitimate interest of the Ordering Party, the performance of which is related to the need to contact the Supplier or a person acting on behalf of the Supplier [Article 6, section 1, letter b) or f) of the GDPR],
 - for purposes arising out of legitimate interests pursued by the Ordering Party, including archiving purposes, in order to defend itself against possible claims or to pursue possible claims as well as to handle payments [Article 6, section 1, letter f) of the GDPR].

- 7.3. In addition, legal regulations may require the Ordering Party to process the Supplier's personal data, e.g. for accounting and tax purposes.
- 7.4. Apart from cases in which the provision of personal data is an obligation under the law, providing personal data is voluntary.
- 7.5. Providing the following personal data of the Supplier is a contractual requirement for effective submission of the Offer: the company (name); NIP [VAT]; e-mail address; contact telephone number. Failure to provide such data will make it impossible to submit an Offer.
- 7.6. In order for the Supplier to issue an invoice, it is necessary that the Ordering Party provides the personal data indicated in Article 106e 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.
- 7.7. The Ordering Party entrusts its service providers (hereinafter: **Data Recipients**) with the provision of certain services. For this reason, the Personal data of the Supplier or a person acting on behalf of the Supplier 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 the Ordering Party. The data may also be disclosed to entities providing payment services (including banking services).
- 7.8. 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 the Ordering Party 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.
- 7.9. Personal data may be stored for archiving purposes (including meeting the accountability obligation), but not longer than for 10 years, unless there is another basis for processing. The provisions of law may oblige the Ordering Party to store personal data for a specified period of time, e.g. for accounting purposes.
- 7.10. 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.
- 7.11. The Supplier or a person acting on behalf of the Supplier has 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.
- 7.12. 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.
- 7.13. Moreover, the Supplier or a person acting on behalf of the Supplier shall have the right to object to the processing of personal data pursuant to Article 6, section 1, letter f) of the GDPR, i.e. the processing necessary for the purposes resulting from legally justified interests pursued by the Ordering Party.
- 7.14. The Supplier or a person acting on behalf of the Supplier shall have the right to object to the processing of personal data.

- 7.15. The above rights can be exercised by submitting them to the above address for service of the Ordering Party or by e-mail to the following address: daneosobowe@protec.pl.
- 7.16. The Ordering Party also informs that the Supplier or a person acting on behalf of the Supplier shall have the right to lodge a complaint to the supervisory body.

8. FINAL PROVISIONS

- 8.1. Sales Agreements shall be entered into in Polish, German or English.
- 8.2. In the event any of the provisions of the General terms and conditions of delivery is or becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining provisions of the General terms and conditions of delivery. Should the above be the case, the Parties shall replace the ineffective or invalid provisions of the General terms and conditions of delivery with provisions whose content is most adequate to the intended purposes of the General terms and conditions of delivery.
- 8.3. The Ordering Party reserves the right to amend the General terms and conditions of delivery. These changes will not affect the submitted Offer Inquiries, Offers, Orders and Sales Agreements.
- 8.4. The Polish law and in particular the Civil Code shall apply to all matters not governed by the General terms and conditions of delivery.
- 8.5. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to Sales Agreements.
- 8.6. The Supplier may dispose of any receivables resulting from the Sales Agreement only after obtaining the prior written consent of the Ordering Party (otherwise being null and void).
- 8.7. The Ordering Party shall have the right to deduct any amounts due to the Ordering Party from the Supplier (e.g. contractual fees and penalties specified in section 6 of these General terms and conditions of delivery) from the amounts due to the Supplier from the Ordering Party. The Supplier has no right to deduct any amounts due to the Supplier from the Ordering Party with the amounts due to the Ordering Party from the Supplier.
- 8.8. Any disputes arising between the Ordering Party and the Supplier, in the absence of an amicable solution, shall be submitted to the Polish common court having jurisdiction over the Ordering Party's registered office.
- 8.9. The General terms and conditions of delivery 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 General terms and conditions of delivery shall prevail.
- 8.10. The General terms and conditions of delivery apply to Offer Inquiries submitted since 1 January 2019.