

Before placing an Order, please read the General Terms and Conditions of Sale for Foreign Deliveries, which define the rules for the conclusion of sales agreements for products marked with Direct Vent Trademark, offered by Lindab Sp. z o.o. for entrepreneurs for deliveries outside Poland.

GENERAL TERMS AND CONDITIONS OF SALE FOR FOREIGN DELIVERIES

INTRODUCTORY PROVISIONS

§ 1. Definitions

1. The terms used in these GTCS shall have the following meaning:

Agreement	the sale agreement of the Product concluded by the Parties;
Buyer	a natural person, a legal person, or an organizational entity with a legal capacity, that conducts a business activity (an entrepreneur) and enters into an Agreement for the purposes of this business activity;
Capital Group	all entrepreneurs who are directly or indirectly controlled by one entrepreneur, including that entrepreneur;
Carrier	a courier, a transport or forwarding company that ships the Products to the Buyer;
Catalogue	a specification of Products (other than Non-Standard Products) sold by the Seller, placed on the Website, in which it is stated that these GTCS shall apply;
Civil Code	the Polish Act of April 23, 1964 the Civil Code (as amended);
CE Declaration	declaration of conformity issued under regulations of the European Union, in which the issuing entity (respectively manufacturer, importer or authorised representative states that the Product meets specific criteria defined in relevant regulation for its sale and use in EEA (EU declaration);
Compensation Fee	contractual penalty charged by the Seller to the Buyer for each day of delay in receipt of delivery of the Products, specified in § 7.4-6 of the GTCS;
Delivery Variant	any delivery variant described in the Terms of Deliveries;
Direct Vent Trademark	EU word - figurative trademark registered by the European Union Intellectual Property Office for Lindab AB under the number 1375453 which is used as the export brand (logo) by entities of the Seller's Capital Group;
Document Form	written or electronic form (in the form of an e-mail message or a message sent via the electronic platform maintained by the Seller for the Products - Direct Vent Platform);

EEA	European Economic Area;
Foreign Delivery	any (i) delivery of the Product outside Poland under Agreement or (ii) delivery of the Product from the Catalogue under Agreement (it is deemed that all deliveries of Products marked with of offered under Direct Vent Trademark are always Foreign Deliveries);
GTCS	these General Terms and Conditions of Sale for Foreign Deliveries;
Insurer	insurance company with whom Seller has concluded an insurance agreement covering risk of repayment of the Seller's debtors (recovery insurance);
Logistic Service	services including the selection of a Carrier, the conclusion of an agreement of carriage of the Product with them, the payment of remuneration for the transportation of the Product and activities related to the release of the Product to the Carrier;
Non-Standard Product	a Product that has been manufactured to the Buyer's special order and as to the parameters specified by the Buyer, including, but not limited to a Product that is specified in the Catalogue as "custom" or "non-standard", especially if it has parameters other than those specified in the Catalogue;
Order	an offer within the meaning of Article 66 of the Civil Code made by the Buyer to the Seller for the purchase of a specific Product by way of sale;
Order Confirmation	the Seller's statement of the acceptance of the Order (the acceptance of the offer);
Parties	collectively, the Seller and the Buyer;
Price	net price of the Product in the Agreement;
Price List	a list of net prices of the Products, provided to the Buyer by the Seller;
Product	a product in the Seller's commercial offer presented in the Catalogue, traded under Direct Vent Trademark, that is either ventilation or air conditioning product (or component of such product);
Seller	Lindab spółka z ograniczoną odpowiedzialnością (limited liability company) with registered office in Poland in Wieruchów, 05-850 Ożarów Mazowiecki, Sochaczewska 144 Street, entered in the Register of Entrepreneurs of the National Court Register, kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Commercial Division of the National Court Register, entry number KRS 0000043661, holder of statistical number REGON: 810539628, tax identification number NIP: PL8520400158, BDO (database of products, packaging and waste management) number: 000013622, having share capital: 143,621,200.00 PLN; e-mail address: info@lindab.com ; phone number: +48 22 2505050;
Terms of Deliveries	document located on the Website specifying the detailed terms of deliveries of the Products for Foreign Deliveries;
Trade Credit	the Buyer's right to pay the Price with a deferred date, referred to in § 8.17 - § 8.22 of the GTCS;
Quotation	information prepared by the Seller at the Buyer's request about the price of the Product the Buyer is interested in acquiring and the conditions of its

delivery, including the possible delivery date, as well as, if applicable, about the Additional Charges due in connection with the execution of the Order, which this information does not constitute an offer within the meaning of Article 66 of the Civil Code, but only an invitation to place an Order;

Warehouse	any of the Seller's warehouse;
Website	the website available under domain: http://www.directvent.eu ;
Working Days	from Monday to Friday, with an exclusion of days which are public holidays in Poland;
Working Hours	from 8:00 to 16:00 during Working Days.

2. In this GTCS, unless the context requires otherwise:
 - words importing the singular include the plural and vice versa, words importing a gender include every gender and references to a person include an individual, corporation, partnership, any unincorporated body of persons and any governmental entity;
 - references to time are to Warsaw, Poland time.

§ 2. General provisions. Scope of the GTCS

1. These **General Terms and Conditions of Sale for Foreign Deliveries** lay down the rules for concluding Agreements for Foreign Deliveries and are binding for the Seller and the Buyer, unless otherwise agreed by the Parties.
2. The GTCS constitutes an integral part of all Agreements concluded by the Parties. The provisions of Agreements shall apply first, and the provisions of this GTCS only to the extent not regulated in the Agreements.
3. The GTCS shall not apply to Agreements concluded within the Seller's Capital Group (between members of this group, unless the Parties decide otherwise).
4. The terms of Agreements are set out in the Parties' arrangements, in Quotation, Order Confirmation, as well as in the GTCS and Terms of Deliveries, and in the remaining scope in the applicable general provisions of law, in particular of the Civil Code. In the event of any discrepancy between the Quotation and Order Confirmation, the arrangements of the Parties confirmed in the Order Confirmation shall prevail.
5. In the case the Buyer applies in their business activity their own general terms and conditions of purchase of products or any other standard contracts, the Parties exclude the application of such Buyer's general terms and conditions of purchase of products to all and any transactions regarding Products.
6. Unless otherwise stipulated by the Parties, if the Buyer remains in permanent business relations with the Seller, delivery by the Seller of the GTCS to the Buyer or informing the Buyer of the content of the GTCS or where the content of the GTCS may be familiarized with the Buyer shall have the effect that the GTCS shall apply to all Agreements concluded by the Buyer and the Seller after the date on which the Buyer could become acquainted with the content of the GTCS.

PROCEDURE OF CONCLUDING SALES AGREEMENTS

§ 3. The Catalogue and Price Lists

1. The Seller is entitled to amend range of offered Products at any time for any reasons, among others by amending Catalogues and Price Lists.
 2. Information about the Product provided on the Website, in Catalogues or Price Lists (including information about dimensions, weight, shape, color shades), due to the nature of the Product, are for information purposes only and do not constitute an offer, within the meaning of the Civil Code, but only an invitation to place Orders.
 3. Characteristics and properties of the Product, in order to be binding, should be indicated directly in the Agreement, and in the absence of direct indication of data and parameters of the Product sold, the characteristics agreed by the Parties shall be deemed to be those indicated in the Catalogue and Price List applicable on the date of conclusion of the Agreement for the Product covered by the Agreement.
 4. Product samples and specimens issued by the Seller are for illustration and exhibition purposes only and do not constitute part of an offer within the meaning of the Civil Code.
 5. The Price List is binding only for the Buyer who received it directly from the Seller in Document Form and until a new, current Price List is sent. Prices cannot be derived from a Price List sent to another Buyer or from publicly available pricelists not applicable for Foreign Deliveries.
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§ 4. Quotation

1. A Buyer interested in purchasing a Product may, prior to placing an Order, request a Quotation from the Seller by submitting an appropriate request in a Document Form using the data provided by the Seller, including on the Website.
 2. The Seller shall take all necessary efforts to provide the Buyer with a Quotation within 3 (three) Working Days of receipt of the request. If it is necessary to obtain additional information from the Buyer that is required for the preparation of the Quotation, the deadline referred to above may be extended by the time it takes to provide such information.
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§ 5. Orders. Agreements' conclusion procedure

1. The sale of the Products takes place on basis of the Agreement concluded by the Parties.
2. The Order must be placed in Document Form. Oral Orders are not accepted.
3. The Order constitutes an offer by the Buyer to purchase the Product indicated in the Order at the price specified in the Quotation (unless otherwise agreed by the Parties in Document Form), and in the absence of a Quotation at the price indicated in the Price List in effect at the time of receipt of the Order by the Seller.
4. An Order should specify at least:
 - a) the exact name and address of the Buyer as well as the contact details of the Buyer;
 - b) tax identification number of the Buyer, (in case of Buyers with registered office in EU – UE VAT tax number);
 - c) the type of the ordered Product together with an indication of its designation from the Catalogue or Price List;
 - d) the quantity/ number of the ordered Products and its parameters;
 - e) place (or places) of delivery (outside Poland or – in case the Product shall be collected and transported abroad by the Buyer on his own – Seller's warehouse in Poland);

- f) the proposed (convenient) delivery date, and if the delivery date is crucial for the Buyer for certain reasons, also indication of this fact;
 - g) if the Buyer takes advantage of bonuses or discounts, the exact name of the promotion or the number of the Seller's discount offer, under pain of disregarding bonuses or discounts;
 - h) the Delivery Variant, referred to in Terms of Deliveries.
5. An Order can be for Products or Non-Standard Products.
 6. The terms of sale and delivery of Non-Standard Products shall be individually determined by the Parties, and to the extent not agreed upon, these GTCS and Terms of Deliveries shall apply.
 7. The Buyer may place the Orders each day 24 (twenty four) hours a day, provided, however, that their acceptance for consideration shall take place only on Working Days during Working Hours.
 8. An Order for a Non-Standard Product must additionally include a detailed description of the ordered Product along with, if possible, a technical drawing of the Product. The Seller does not verify and is not responsible for the correctness of the technical drawings delivered by the Buyer and the selection of Products for the planned installation/investment.
 9. By placing an Order, the Buyer who is a natural person confirms that they do not act in this transaction as the consumer (that is a natural person who concludes the agreement directly related to their business activity, when the content of the agreement shows that they do not have a professional nature for them, resulting in particular from the subject of his business activity disclosed in the relevant register where their scope of business activity is disclosed relevant).
 10. If an Order applies to the Products packed in standard unit packaging, an Order may be made only for the quantities of Products contained in such standard packaging, unless the Parties agree otherwise.
 11. Revocation of the Order is possible only with the consent of the Seller given in Document Form.
 12. At the Seller's request, the Buyer shall be obliged to declare whether it maintains or withdraws the Order in a situation where the Parties have not agreed on all material terms of the Agreement. In the absence of such a request, § 5.15 of the GTCS shall apply.
 13. The Seller shall be entitled to accept the Order for execution in whole or in part or to refuse to execute the Order. The Seller shall not be obliged to conclude an Agreement in the event of an Order.
 14. The Order shall be confirmed in Document Form subject to § 6.2 of the GTCS. In no event shall a lack of reply from the Seller to an Order be deemed to constitute an acceptance of an offer of the Buyer contained in such Order (i.e. it does not constitute the conclusion of the Agreement).
 15. The Seller shall indicate in the Order Confirmation, in particular, whether the Order is accepted in whole or in part, the number of Products to be sold, at what Price the sale of the Products will take place, on what date delivery will take place and what delivery option is selected, and, if applicable, the amount of Logistic Fee or method of estimation thereof. Confirmation of these data may be made by referring to the Quotation number or the data contained in the Order.
 16. Delivery times for the Products depend on the availability of the Products in the Warehouse. If any ordered Products cannot be delivered on the date proposed by the Buyer, the Seller shall specify in the Order Confirmation the date of delivery of the Products or particular lots of Products.
 17. If delivery of Products according to the Delivery Variant indicated by the Buyer in the Order is not possible, the Seller will indicate a different Delivery Variant in the Order Confirmation. Such change of the Delivery Variant does not constitute a material addition to or modification of the Order.

18. Unless the Parties agreed otherwise, supplementing the Order or placing the additional Order for further Products is always treated as a new Order. The new delivery dates and the amount of Logistic Fee shall be applied to the new Order.
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§ 6. The moment of conclusion and entry into force of the Agreement

1. Unless the Parties agreed otherwise, subject to § 6.2 GTCS, the Agreement shall be deemed concluded:
 - a) subject to letter d) below, at the time when the Seller submits to the Buyer an Order Confirmation, terms of which fully correspond to the Order, or
 - b) subject to letter d) below, at the time when the Seller submits to the Buyer an Order Confirmation, the terms of which do not contain material modifications or additions to the contents of the Order, and the Buyer has not stipulated in the contents of the Order that it may be accepted only without reservations, modifications and additions, or has not promptly objected to the contents of the Order Confirmation, or
 - c) in the event the Seller submits to the Buyer an Order Confirmation, the terms of which contain significant modifications or additions in relation to the contents of the Order, or the Buyer has stipulated in the contents of the Order that it may be accepted only without modifications or additions, or has promptly made an objection to the contents of the Order Confirmation, as soon as the Buyer accepts the Order Confirmation explicitly in the form provided for the submission of the Order or conclusively (e.g. by payment);
 - d) in the event that the Order Confirmation or the Quotation stipulates that the Agreement is concluded upon the Buyer's acceptance of the Order Confirmation as soon as the Buyer accepts the Order Confirmation directly in the form provided for the submission of the Order or concurrently (e.g. by payment).
2. If the Order did not include an indication of the delivery date, the indication of the delivery date by the Seller in the Order Confirmation shall not be considered a material addition to or modification of the Order.
3. Subject to § 6.4 of the GTCS, the Agreement shall enter into force at the time of its conclusion.
4. If the Seller has stipulated in the Agreement that the Agreement comes into force on condition of payment of the Price or a specified part thereof (advance payment), the Agreement comes into force upon payment of this amount by the Buyer.
5. The conclusion of the Agreement also includes the performance of Logistic Services in the situations described in the Terms of Deliveries.
6. If the Buyer is in delay with any payments to the Seller, the Seller may condition the entry into force of the Agreement on the Buyer's payment of all arrears and payment in advance of the full Product Price plus Logistic Fee.
7. In the case the Agreement is concluded remotely, the Parties shall accept that such Agreement is deemed concluded at the registered office of the Seller.
8. Withdrawal from the Agreement by the Buyer is possible only with the prior consent of the Seller in Document Form and on terms indicated in such consent.

§ 7. The Terms of Deliveries of the Products

1. Detailed Terms of Deliveries under each variant are specified in the Terms of Deliveries. If the following section refers to delivery Variants, they shall have the meaning specified in the Terms of Deliveries.
2. Ownership of the Products shall pass to the Buyer upon delivery of the Products to the Buyer.
3. The Buyer is obliged to collect the Product at a time agreed upon by the Parties or specified in the Terms of Deliveries.
4. In the case of failure to collect the Product by the Buyer at an agreed time due reasons attributable to the Buyer (e.g. the Buyer refuses to collect it), it shall be stored by the Seller at the Buyer's cost and risk. The Seller will be entitled to charge the Buyer with the Compensation Fee for delay in collecting the Products in the amount of 10,00 EURO (ten euro) per day for each pallet (full or at least partly occupied) in the following situations:
 - a) in the event the Buyer does not collect the Product from the Warehouse on the due date,
 - b) the Buyer does not collect the ordered Product from the Carrier and the Product is returned to the Seller at the end of the day on which the Buyer fails to receive the Product, or the Carrier is unable to deliver the Product to the Carrier or person designated by the Buyer.
5. The Buyer is obliged to pay the Compensation Fee even if a delay in collecting the Products was caused by reasons not attributable to the Buyer (other than caused by the Seller).
6. The Compensation Fee will be payable on the basis of the debit note issued by the Seller within 14 (fourteen) calendar days from the receipt of the notice from the Seller.
7. Charging Compensation Fee does not exclude the Seller's right to claim supplementary compensation in excess of the amount of contractual penalties, on the general principles provided for in the Civil Code, up to the full amount of damage.
8. In the situation described in § 7.4 of the GTCS, if the Buyer does not collect the Products within 7 (seven) calendar days from the agreed delivery date, the Seller is entitled to withdraw from the Agreement regarding the not-collected Products with immediate effect and the Seller may charge the Buyer with a fee equal to:
 - a) 5% of the Price of the not-collected Products (other than Non-Standard Products); or
 - b) 100% of the Price of the not-collected Non-Standard Productsas penalty. The Seller may seek additional compensation if the Seller's damage is higher. In such case the Seller will be entitled to deduct the above described fee with the amount of the refund of the Price. If the Buyer does not pay the price yet, he shall be liable to pay fee within 5 (five) calendar days from receipt of the notice from the Seller.
9. The Seller's right to withdraw from the agreement, specified in § 7.8 of the GTCS, expires within 90 (ninety) days after the agreed delivery date.
10. The Seller's right to withdraw from the agreement does not exclude the Seller's right to charge a Compensation Fee.
11. Products are issued to the Buyer on the basis of a CMR document (or other delivery note).

12. In the event of placing the Order for spiro pipes, delivery costs are not included in the Price of the Product and Logistic Fee shall be paid. The Seller informs the Buyer about the amount of the Logistic Fee in the Order Confirmation.
 13. The Seller is entitled to postpone delivery of the Product, if the Buyer is in delay with payment of the Price for the Product or Logistic Fee if due. Such postponement prolongs the time limit for delivery respectively.
 14. Upon receipt of the Product, the Buyer is obliged to carefully examine the Product and check its quantity and quality as well as any possible defects (e.g. indentation and other mechanical damage) and in case of any violation, to prepare photographic documentation and report this fact in the CMR or delivery note. Each Product should be inspected not only by means of examination of the packaging, but also the contents thereof, as well as the compliance thereof with the Order.
 15. The Buyer, who receives the Products in bulk packaging provided by the Carrier, shall be obliged to examine whether the bulk packaging is intact, and in case of any violation, to prepare photographic documentation and report this fact in the CMR.
 16. Confirmation of receipt of the Product on the delivery note or on the CMR is confirmation of the correctness of performance by the Seller and is tantamount to acceptance of the quantity and quality of the Products issued (with the proviso that this does not apply to possible hidden defects) and confirmation of their compliance with the delivery note or CMR. After signing the delivery note or CMR, complaints regarding defects that can be found upon receipt will not be considered valid.
 17. Any discrepancies between the documentation and the actual state or damage, that was not visible when receiving the Products, the Buyer is obliged to report no later than within 30 (thirty) calendar days of receipt of the Product from the Carrier. After this deadline, the Seller shall consider the delivery to be in accordance with the CMR and the Agreement (this does not apply to hidden defects). Complaints regarding the condition or quantity of Product delivered to the Seller after 30 (thirty) calendar days from delivery will not be accepted.
 24. The Seller shall endeavor to ensure that the ordered Product is prepared to be delivered to the Buyer without delay. Delay in preparing the delivery of the Product for less than 10 (ten) Working Days do not entitle the Buyer to any claim against the Seller, in particular claims for damages and does not entitle the Buyer to withdraw from the Agreement.
 25. The Seller shall not be liable for any delay in delivery due to the fault of:
 - a) the Buyer,
 - b) the Carrier or the supplier of the Product to the Seller or the manufacturer of the Product,
 - c) for other reasons beyond the Seller's control.
 26. In the event of the existence of overdue payments on the part of the Buyer, non-payment of interest for late payments, or in the event the Seller becomes aware of deterioration of the Buyer's financial situation in a manner that may adversely affect the performance of the Buyer's obligations under the Agreement, the execution of Orders may be suspended until the relevant payments are made or payment is secured in a manner agreed separately by the Parties.
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§ 8. Prices and terms of payment

1. The prices of Products in the Price Lists or Catalogues are quoted in euro (EUR) and are net prices.
2. The Price Lists and Catalogues do not constitute an offer and serve only as information.

3. The Seller states that there may be differences between the prices in the Catalogues and Price List and the actual current level of the Seller's Prices for Foreign Deliveries. In the event of a difference, the Seller will immediately inform the Buyer upon receipt of the Order from the Buyer and indicate the current Price.
4. The Seller shall quote the prices in the Order Confirmation in euro (EUR).
5. The Price shall be paid in EUR.
6. The final Price is the price of the Product contained in the Order Confirmation.
7. The Seller shall indicate in the Order Confirmation: the Prices of the individual Products in EUR, the total net Price for the ordered Products and the amount of Logistic Fee, which is unconditionally payable in connection with the execution of the Order.
8. Logistic Fee placed in Order Confirmation is estimate only and can be changed by the Seller. The final costs of delivery or Logistic Fee will be indicated by the Seller in invoice and the Buyer accepts that. The Buyer is obliged to pay the Logistic Fee or delivery costs in the amount resulting from the invoice.
9. In the event that the Buyer is in possession of documents exempting them from customs duties or value added tax on the transaction covered by the Order or confirming such exemption, they are obliged to provide such documents to the Seller on the date of the Order - failure to do so shall relieve the Seller from the obligation to take into account such exemptions and from any liability on this account.
10. The payment term shall be specified in the Order Confirmation. If no payment term is indicated in the Order Confirmation, the Price and Logistic Fee shall be paid in full in advance, in time limit specified in the pro forma invoice issued by the Seller.
11. In the event an Order concerns Non-Standard Products or Products in large quantities exceeding standard stocks of the Seller, the Buyer shall pay to the Seller an advance payment (within the meaning of Article 394 Civil Code), determined individually in Order Confirmation and contingent on the net Order value. In this case, the delivery date shall be counted from the date on which the Seller received the full amount of the advance payment.
12. The Seller accepts the means of Price and Logistic Fee payments:
 - a) a pre-payment by means of a bank transfer,
 - b) a bank transfer with the agreed payment term according to the Confirmation Order and issued invoice,
 - c) other specified by the Parties.
17. The Buyer may receive from the Seller the right to Price deferred payment that is a Trade Credit. The terms of the Trade Credit will be agreed upon by the Parties individually.
18. Trade Credit is granted to the Buyer by the Seller if the Insurer covers receivables due to the Seller from the Buyer with recovery insurance and only up to the limit of this coverage (Trade Credit is granted in the same amount as the amount of insurance of receivables granted by the Insurer to the Seller).
19. In order to grant the Trade Credit to the Buyer, the Seller may request the Buyer to provide financial documents which were demanded by the Insurer (in particular documents proving the Buyer's good financial situation or order verification of the solvency of the Buyer from an independent commercial auditor or insurer). In the event of refusal of granting the insurance by Insurer, the Seller is entitled to request the Buyer to provide additional documents confirming the financial situation of the Buyer. If the Buyer does not provide documents specified above, the Seller shall not grant the Trade Credit to the Buyer.
20. The Buyer willing to get or maintain the Trade Credit shall provide to the Seller at request of the Seller all documents required by the Insurer. In the event of refusal to make such documents available or in the

event that such documents are missing, the Seller reserves the right to reduce or cancel the Trade Credit. The Seller shall not have any influence on the evaluation of the credit capability by the Insurer.

21. The Seller reserves the right to reduce the Limit of Trade Credit or cancel the Trade Credit.
22. In the event of doubts concerning the solvency or financial situation of the Buyer, the Seller may refuse to execute Orders. The Buyer who is entitled to Trade Credit is obliged to pay the Price concerning also terms specified by the Seller for Trade Credit. If the Order value exceeds the Limit of Trade Credit or the Limit of Trade Credit is used or will be used if the Order is placed, the Buyer is obliged to pay the part of the Price that exceeds the Limit of Trade Credit for the Order in advance (before delivery of such Product).
23. The payment date by the Buyer shall be the date of crediting the bank account of the Seller, as indicated on each occasion in the VAT invoice, with the amount of payment.
24. The Seller shall issue financial documents (including but not limited to invoices, duplicate invoices, accounting notes) in electronic form and transmit them to the Buyer at the e-mail address indicated by the Buyer, unless applicable laws require the Seller to issue or deliver VAT invoices in a different form.
25. Unless and to the extent that it is excluded by mandatory provisions of law, when technical or formal obstacles make it impossible to send financial documents electronically, the Buyer shall accept financial documents in paper form.
26. The Buyer authorizes the Seller to issue VAT invoices without his signature.
27. The Seller declares that he has the status of a large company in the meaning of article 4(6) of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions. The Seller does not use payment terms longer than 60 (sixty) days.
28. In the event of late payment, the Seller shall be entitled, without further notice, to claim statutory interest for delay or statutory interest and fees for delay in commercial transactions as binding on the date of payment of the invoice (annually). The statutory interest for delay shall be calculated from the day following the date on which the payment deadline expires.
29. In the event of late payment, the Seller shall be entitled to pursue (in addition to the principal amount and interest for the delay) also reimbursement of the court, enforcement costs and representation in the proceedings.
30. If the Buyer is in delay with payments due under more than one invoice, the Seller shall be entitled to credit any payment made by the Buyer, under any invoice first towards the interest for late payment in commercial transactions (or for delay, insofar as the aforementioned may not be accrued under the law), followed by the most recently due receivables. By this provision, the rights of the Buyer (debtor) referred to in Article 451 § 1 of the Civil Code are waived. At the same time, the Seller reserves the right to set off against other receivables and liabilities in accordance with the provisions of the Civil Code.
31. The submission of claims for non-performance of the Agreement or, if a quality guarantee has been provided for the Product, shall not entitle the Buyer to withhold payment of the Price for the Product, as well as Logistic Fee.

§ 8a. Sanctions

1. The Buyer warrants (i) that it shall comply with all applicable laws or regulations relating to the resale or use of the Products; (ii) that neither it nor any of its directors, officers, employees or affiliates is currently a designated entity under any sanctions administered or imposed by the European Union, the United Nations, the HM Treasury, the US Department of Treasury or any other body, governmental or otherwise,

- to which it is subject; and (iii) that neither it nor any of its directors, officers, employees or affiliates will take any action, directly or indirectly, that could result in a breach of the OECD Convention on Bribery of Foreign Public Officials in International Business Transactions, the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, or any similar law or regulation to which either of them is subject.
2. Specifically, Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (or any regulation replacing, supplementing or substituting the same). Buyer shall undertake its best efforts to ensure that the purpose of this prohibition is not frustrated by any third parties further down the commercial chain, including by possible resellers. Buyer shall also have and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of these provisions.
 3. Specifically, the Buyer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in the Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006 (or any regulation replacing, supplementing or substituting the same). The Buyer shall undertake its best efforts to ensure that the purpose of this prohibition is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Buyer shall also have and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of these provisions.
 4. In the event that new or additional restrictions are established on the sale, export, re-export (or for any other activities), to any third country or for use in a third country, of Products supplied under or in connection with this Agreement that fall within the scope of the applicable laws implementing such restriction, Buyer agrees not to perform the aforementioned activities to the extent indicated therein. The Buyer shall use its best efforts to ensure that the purpose of such prohibition is not frustrated by downstream third parties, including possible resellers. The Buyer shall also have and maintain an appropriate monitoring mechanism to detect the behavior of downstream third parties, including possible resellers, that could frustrate the purpose of these provisions and prohibitions, as well as take any other actions or comply with the requirements under the aforementioned laws and regulations.
 5. Any violation of § 8a point 1, 2, 3 or 4 above shall constitute a material breach and the Seller shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the relevant agreement and (ii) a penalty of 100 percent of the total price of the Products to which the violation refers.

SELLER'S PRODUCT LIABILITY

§ 9. The terms of liability for quality of Products

1. Products that are to be delivered to EEA are designed, prepared and verified for sales solely in EEA , however the Seller may provide solely CE Declaration regarding Products valid for sales within EEA issued by the Seller in case the Product is produced by the Seller or by the Product's producer who issues such). The Seller is not responsible for CE Declarations that were not issued by the Seller. The Seller does not prepare or issue any quality documentation (certificates, etc.) based on legal provisions applicable outside the EU.
2. The Parties exclude the Seller's liability under the warranty for physical defects of the Product (exclusion under Article 558 of the Civil Code).
3. There is no quality guarantee for the Products under these GTCS.

4. Unless the Parties have agreed otherwise in the Agreement, if, at the time of conclusion of the Agreement for the Product, the guarantee conditions for the Product to which such Agreement relates have been posted on the Website or the guarantee conditions have been attached to or issued with the Product, the Buyer shall have the right to obtain a quality guarantee for the Product on the terms and conditions specified in such terms and conditions.
 5. If the Product is covered by a quality guarantee, the detailed terms of the guarantee are provided in the guarantee terms and conditions for the specific Product, available on the Website or attached to the Product and the guarantee card (if issued).
 6. In the event that a third party makes claims to the Buyer regarding the quality of the Product that could give rise to the Seller's liability, the Buyer shall immediately notify the Seller of this fact and invite the Seller to participate in the case and obtain the Seller's consent to participate in such case. If the Buyer neglects to do so and a third party obtains a judgment favorable to it in such proceedings, the Buyer shall not be entitled to recover damages or other claims from the Seller under the recourse procedure relating to the quality of the Product that was the subject of such proceedings. The Seller shall not be obligated to join such proceedings, and the Seller's failure to participate in such proceedings does not affect the extent of the Seller's liability.
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§ 10. Limitation of liability

1. The Seller's liability to the Buyer, both in contract and in tort, relating both directly and indirectly to the performance, non-performance or improper performance of any obligations set forth in the GTCS, the Agreements or in the laws relating to Product liability (including, in particular, liability: for non-performance or improper performance of obligations, including statutory obligations, for damages, for Product defects, for penalties, for breach of assurances given, for non-performance of statutory obligations incumbent on the Seller, for liability for third parties) shall be limited to the fullest extent permitted by law (to the extent that this does not violate mandatory legal provisions) under the principles set forth in § 10.2-11 of the GTCS.
2. The Seller's liability to the Buyer shall be limited to an amount equal to:
 - a) in the case of claims under the Agreement - the Product Price indicated in the Agreement, and
 - b) in the case of claims other than those specified in letter a) - the Product Price as indicated in the Catalogue on the day of delivery of the Product to the Buyer, or - if delivery of the Product has not taken place - the day of placing the Order.
3. The Seller shall not be liable under any circumstances for the Buyer's lost profits, including in particular for loss of revenue or profit, loss of contracts or customers, loss of opportunity to use of the Product, other movable or immovable property and rights.
4. The Seller shall not be liable for any possible or indirect damages incurred by the Buyer.
5. The Seller shall only be liable to the Buyer for damages that have been caused by the Seller intentionally.
6. The Seller shall not be liable to the Buyer for any damage that is caused for reasons attributable to the Buyer or for reasons beyond the control of the Buyer and the Seller.
7. If any third party raise claims stating that the Product constitute a dangerous product from the Seller, the Buyer is obliged to cooperate with the Seller and provide to the Seller any documents connected with sale of such Products.
8. The Buyer is obligated to take actions aimed at mitigation of its and third parties' damage in case such might be caused due to occurrence of any defects of the Product.

9. The assertions of the producer or its representative, a person who put the Product into circulation in the scope of its economic activity shall not be treated as tantamount to the Seller's representations.
10. The Seller shall not be liable for non-performance of obligations, including delay in performance of the Agreement or inability to perform the Agreement or quality guarantee for Products, if the delay or inability is due to the following circumstances of force majeure, by which the Parties understand in particular:
 - a) actions of natural forces such as: natural disasters, severe storms, hurricanes, earthquakes, floods, fires, lightning strikes, long-term heavy rainfall or other natural disasters,
 - b) armed violence, including: war, civil war, revolutions, riots, acts of sabotage or acts of terrorism,
 - c) strikes, demonstrations, blockades, embargoes,
 - d) an epidemic, including the occurrence of extraordinary circumstances related to the spread of the epidemic, as well as actions of public authorities aimed at counteracting the spread of the epidemic,
 - e) acts of state authority or international bodies preventing or limiting the Seller from fulfilling its obligations,
 - f) other circumstances beyond the Seller's control, including: interruptions or delays in the supply of raw materials, energy or components, disruptions in the operation of the plant, shortening of working time in factories of producers of Products or components / materials necessary to manufacture Products sold by the Seller or their subcontractors, disturbances in the operation of the plant not attributable to the Seller, circumstances on the part of the Carriers.
11. In the event that the Buyer, after the conclusion of the Agreement, is unable to perform the Agreement due to force majeure, the Seller may withhold its reciprocal performance from the date of the force majeure, and if the state of force majeure persists for at least 3 (three) months from the date on which the performance should have been performed, the Seller may withdraw from the Agreement.

OTHER PROVISIONS

§ 11. Changes to GTCS

1. Subject to § 11.2-4 of the GTCS, the Seller may amend these GTCS.
2. The GTCS shall be amended by making the new content of the GTCS available on the Website.
3. The amendments shall come into force upon publication of the amended GTCS on the Website.
4. Subject to § 11.5-6, the change of GTCS shall not affect the rights and obligations of the Seller and the Buyer acquired prior to the entry into force of the change of GTCS (the change of GTCS shall not apply to Agreements, which were concluded prior to the date of entry into force of the change of GTCS).
5. The Seller shall have the right to unilaterally amend the GTCS, which shall have effect to already concluded Agreements only in the following cases and to the extent resulting from the circumstances described below:
 - a) change of generally applicable laws to the extent that the change relates to the content of GTCS and concluded Agreements;
 - b) the need to clarify the provisions of GTCS or their change, which results from the change of interpretation of universally applicable Polish or EU laws made by public administration bodies, common courts and other institutions, including in particular resulting from judgments, verdicts,

decisions, provisions, recommendations or guidelines of the above-mentioned entities - even if the Seller is not their direct addressee (e.g. did not participate in a given proceeding as its party).

6. A change in the Seller's identification or contact information shall not constitute an amendment to the GTCS.

§ 12. Final provisions

7. The GTCS is subject to Polish law and all its provisions should be interpreted in accordance with Polish law. In all matters not governed by these GTCS, the provisions of the Polish law shall apply.
8. The law applicable to Agreements concluded under the GTCS shall be the Polish law.
9. The GTCS shall be available to the Buyers at Seller's registered office and on the Website, from where the Buyer may view or print them at any time. The Seller shall provide the GTCS to the Buyer electronically, at the e-mail address indicated by the Buyer, whenever requested by the Buyer.
10. The GTCS exclude the application of the provisions of the Vienna Convention of April 11, 1980 on the international sale of goods.
11. The Buyer undertakes to notify the Seller (in Document Form) immediately about change of their registered office or address of correspondence. The failure to notify shall result that delivery to the addresses indicated in the Order, the Agreement or settlements is deemed to be effective.
12. All disputes arising out of or in connection with this Agreement or GTCS shall be submitted to the jurisdiction of the Polish courts. Exclusive jurisdiction for any dispute arising under this Agreement shall be the common court having jurisdiction over the registered office of the Seller.
13. The Buyer shall not be entitled to transfer their rights or obligations under Agreements or this GTCS without the prior written consent of the Seller.
14. If a particular provision of the GTCS is considered invalid or ineffective, the invalidity or ineffectiveness of this provision does not affect the validity or effectiveness of the remaining provisions of the GTCS. The Seller will endeavor to replace the invalid or ineffective provision with a new, legally effective provision, and until such an amendment, such provision should be interpreted in a way that it is consistent with the applicable law and reflects as closely as possible the intentions of the provision.

The GTCS enters into force on 16.12.2024.

The GTCS shall apply - subject to § 2.1 of the GTCS - to Agreements concluded from that date.

Previous versions of the GTCS shall apply to Agreements concluded before that date.