

## The general terms and conditions of sale

### I. General provisions

1. These general terms and conditions of sale (hereinafter referred to as: "GTCS") apply to all sales contracts and contracts of a similar nature concluded by ProDeck spółka z ograniczoną odpowiedzialnością with its registered office in Niepołomice acting in these contracts as the seller.

2. GTCS do not apply to consumer sale, including sale to natural persons concluding contracts directly related to their business activity, when the contract points out that it does not have a professional character for that person, resulting in particular from the core of the business activity it conducts.

3. The definitions used hereinafter shall have the following meaning:

a. the Seller – ProDeck spółka z ograniczoną odpowiedzialnością with its registered office in Niepołomice (postal code: 32-005), at ul. Fabryczna 6, registered in the National Register of Entrepreneurs of the National Court Register KRS under number 0000350961, with its files kept by the District Court for Kraków-Śródmieście in Kraków, 12<sup>th</sup> Commercial Division of the National Court Register KRS, with share capital in the amount of PLN 10,215,000.00, Tax Identification Number NIP: 683-20-46-211, State Statistical Number REGON: 121103730;

b. the Buyer – an entity operating in professional trade which is the other party to the sales contract;

c. the Parties – the Seller and the Buyer under the sales contract of Goods;

d. Goods – commercial goods included in the commercial offer of the Seller and sold by the Seller under the sales contract concluded with the Buyer.

4. These GTS shall regulate the terms and conditions of sales contracts concluded between the Parties in a comprehensive and full manner, and shall be binding for the Parties in terms of the sale of the Goods.

5. The Seller shall be entitled to change and amend the content of GTCS and attachments to the GTCS at any time.

6. Amendments to GTCS made after the date of the conclusion of the sales contract by the Parties shall not be binding for this contract, but shall be binding for the Parties in all contracts concluded after the date of the amendment to GTCS.

7. If the Parties conclude a separate sales contract, the provisions of which are inconsistent with the provisions of GTCS, it shall be considered that the provisions resulting from the sales contract shall take precedence and be binding for the Parties.

8. GTCS shall be published by the Seller on the website [www.prodeck.pl](http://www.prodeck.pl), which is equivalent to making them available to the Buyer before concluding the sales contract.

9. Placing an order by the Buyer shall be equivalent to reading and accepting GTCS.

### II. SELLER'S STATEMENTS.

1. The Seller declares that it conducts a business activity involving, i.a., the sale of Goods.

2. The Seller declares that it conducts a business activity in accordance with applicable law, and Goods do not infringe any third party protection rights, comply with all standards specified by law in force in the Republic of Poland and are allowed for use in the territory of the Republic of Poland and the European Union.

### III. CONCLUSION OF THE SALES CONTRACT.

1. The sales contract shall be concluded between the Parties by placing an order by the Buyer (in accordance with the template constituting Annex No. 1 to GTCS) and its acceptance by the Seller.
2. The order shall be considered to have been placed when the scanned and signed by the Buyer order document (in accordance with the template constituting Annex No. 1 to GTCS) is sent to the Seller by the Buyer in an electronic form by e-mail, to the Seller's current e-mail address, indicated on its website [www.prodeck.pl](http://www.prodeck.pl) as the address used to service the Seller's customers.
3. Following the receipt of the order referred to in the preceding point, the Seller shall inform the Buyer within two working days (to the e-mail address which the order was received from by the Seller) whether the order placed will be processed, or the Seller will provide information that it will be possible to process it if certain corrections are made to the order.
4. If there is no information from the Seller within the period specified in accordance with the preceding point, the Parties shall assume that the order has not been accepted for processing by the Seller.
5. If the Seller provides information that it will process the order without any corrections, the Parties shall consider the order to have been accepted for processing at the moment when the Buyer pays the Seller the amount specified in accordance with section V.10.a. or V.12. GTCS. Failure to make an advance payment within three working days from the date the Seller sends the information referred to in the preceding sentence, by the Buyer shall result in a situation that the Parties acknowledge that the order has been withdrawn and has not been accepted for processing, and neither party will have any claims related thereto against the other party.
6. In a situation where the Seller sends the Buyer a proposal to modify the order, in accordance with the provisions of point 3 above, the Buyer shall be obliged to inform the Seller within two working days, whether it accepts the submitted conditions (in such a situation it will be obliged to resend the order, but in a corrected version following the information obtained from the Seller, in accordance with the provisions of point 2 above) and pay the Seller the amount specified in point V.10.a. or V.12. GCTS, or withdraws from the order. If the Buyer sends, within the time limit specified in the preceding sentence, a modified version of the order (in accordance with the information received from the Seller) and makes a payment of the amount specified in accordance with section V.10.a. or V.12. GTCS, the Parties shall agree that the order has been accepted for processing at the time of payment of the said amount to the Seller.
7. If the Buyer fails to provide the Seller with any information in accordance with the provisions of the preceding point or to send a corrected order without making a payment of the amount specified in accordance with point V.10.a. or V.12. GTCS, the Parties shall acknowledge that it did not agree to the modifications suggested by the Seller and the order shall be considered not to have been accepted for processing, and neither party shall have any claims against the other party.
8. If the Buyer makes an advance payment to the Seller, but does not send the Seller a modified order, despite the fact that the Seller, in accordance with point 3 above, indicates the points of the order necessary for modification to the Buyer, the Parties shall agree that the Buyer has placed an order with such content as it has sent, and corrected with all the elements indicated by the Seller, in accordance with point 3 above.

9. If the Seller informs the Buyer that it will not fulfil the placed order or that there are the circumstances provided for in points 4 or 7 above or 14 below, the Buyer shall not be entitled to demand any compensation from the Seller, and shall not be entitled to request the Seller that the placed order be processed.
10. The order completion date shall be reserved for the benefit of the Seller.
11. If, in accordance with the provisions of the preceding points, the order placed by the Buyer is processed by the Seller, the Seller shall be obliged to inform the Buyer about the possibility to collect the Goods or about the delivery date at least two days before the date indicated in the order.
12. The Buyer may authorize certain persons to submit and modify orders on its behalf (in accordance with the template constituting Annex No. 2 to GTCS), but the order document must be signed by the person (legible signature) and stamped (the Buyer's stamp).
13. Any modifications to the order placed by the Buyer shall require a form corresponding to the order placement with the precise indication that the previous order is modified, and if the order is accepted for processing by the Seller, in accordance with the preceding points, additional acceptance by the Seller (the provisions of the preceding points shall apply accordingly) .
14. The Seller shall have the right to refuse to accept the order for any reasons, in particular when the Buyer is late with payment of any amount due to the Seller.
15. The parties shall exclude all, apart from those indicated above, possibilities of tacit (implied) contract conclusion for the sale of Goods.
16. The parties shall exclude the possibility to conclude a sales contract of Goods by placing an order by phone.
17. Commercial information in any form, including an inquiry, catalogue, advertisements from the Seller provided to the Buyer, regardless of the manner (by phone, post, fax or e-mail) shall not be an offer within the meaning of Art. 66 of the Act of April 23, 1964, the Civil Code (i.e. Dz.U. of 2014, item 121, as amended) and shall not bind the Seller, unless different provisions state otherwise.

#### IV. DELIVERY OF GOODS.

1. Goods shall be collected by the Buyer on the date of receipt indicated by the Seller in accordance with point III.11. GTCS.
2. Goods shall be collected by the Buyer in the Seller's registered office or sent by the Seller to the Buyer by a professional carrier.
3. If there is a delay in collecting Goods by the Buyer, the Buyer shall be obliged to pay the Seller the costs of storing Goods.
4. The Buyer shall be obliged to examine Goods at the time of their receipt from the Seller or the carrier very carefully in terms of their quantity, compliance with the order and for any visible defects. Once Goods have been examined, the Buyer shall be obliged to sign the Goods delivery note, the template of which is attached as Annex No. 3 to GTCS.
5. Signing the Goods delivery note shall be equivalent to the Buyer's confirmation that the received Goods comply with the order and that there are no defects that could be detected with very careful examination of Goods upon receipt.
6. The Buyer may not release itself from the duties and obligations indicated in the preceding points and from the consequences of failure to comply with them, by referring to the accepted practice of trading and collecting.

7. The Parties shall agree that only the cost of loading Goods for transport shall be borne by the Seller, and all other costs, including in particular the cost of unloading Goods shall be borne by the Buyer, regardless of which Party bears the transport costs. The parties shall agree that EXW Incoterms 2010 shall be binding for the sales contract of Goods.
8. The risk of loss or damage or deterioration of Goods, as well as liability for Goods shall pass from the Seller to the Buyer upon the release of Goods to the Buyer, and in the case of entrusting Goods to the carrier, upon the release of Goods to the carrier, regardless of which Party bears the transport costs.
9. The collection method of Goods and any related costs shall be specified in the order.

#### V. PRICE, DEADLINES, PAYMENT TERMS AND CONDITIONS.

1. The price for sold Goods shall be determined for each order on the basis of the quantity of Goods indicated in the order and the current, as of the order date, commercial offer sent (in writing or by e-mail) at the request of the Buyer by the Seller prior to the conclusion of the sales contract, which will include net prices of Goods.
2. All prices indicated in the documents submitted by the Seller should be understood as net prices, to which the value added tax (VAT) at applicable rate will be added.
3. The price, unless the Parties agree otherwise, shall not include the costs of transport and insurance of Goods.
4. If the price is specified in a currency other than Polish zloty, it shall be assumed that the Parties have agreed that the price will be paid in the currency in which the price was specified.
5. The Buyer shall undertake to pay the price within the time limit specified in accordance with point 10 below or in another commercial agreement, to the bank account indicated in the VAT invoice. The payment shall be considered to have been made when the funds are credited to the Seller's bank account.
6. The Buyer shall have no right to withhold the payment for any reason and to set off its claims with the Seller's claims resulting from the sales contracts of Goods.
7. If the Buyer fails to collect Goods from the Seller's registered office, the Buyer shall be obliged to bear the transport costs, in accordance with the currently applicable, as of the day of the order submission, price list sent (in writing or by e-mail) at the request of the Buyer by the Seller before concluding the sales contract.
8. In the situation described in the preceding point, the transport cost shall be included in a separate item in the VAT invoice covering Goods ordered by the Buyer. The transport service shall not be included in the Seller's service.
9. If Goods are not collected by the Buyer and returned to the Seller by the carrier, the Buyer shall be obliged to pay the amount of the cost of transport back and forth multiplied by three.
10. The Buyer shall be obliged to pay the price for Goods and possibly the delivery of Goods in the following manner:
  - a) an advance payment in the amount of not less than 30% (in words: thirty percent) of the order value together with any transport service provided by the carrier within the period specified in point III.5. or III.6. GCTS in the case of Standard Goods or 100% (in words: one hundred percent) of the order value together with any transport service provided by the carrier within the time limit specified in point III.5. or III.6. GCTS for non-standard Goods. An advance VAT invoice shall be issued for the amounts described in the preceding sentence;

b) the remaining amount within 14 days from the date of VAT invoice by the Seller confirming the transfer of Goods to the Buyer.

11. The date of crediting the Seller's bank account with the amount paid by the Buyer shall be recognised by the Parties as the date of payment (payment of a specific amount to the Seller).

12. The Seller shall have the right to change the payment dates and the value of the amounts indicated in point 10 above, at its discretion, about which, however, it is obliged to inform the Buyer before it places an order.

## V. PRICE, DEADLINES, PAYMENT TERMS AND CONDITIONS.

1. As part of the sales contract of Goods concluded by the Seller and the Buyer, the Parties shall exclude the provisions regarding statutory warranty.

2. The Goods shall be covered by the guarantee, in accordance with the guarantee document available on the website [www.prodeck.pl](http://www.prodeck.pl).

3. The Buyer shall be obliged to notify the Seller about defects in Goods, which cannot be detected despite very careful inspection upon their receipt, immediately (no later than within 14 days) after their detection, under pain of losing the complaint rights.

4. In order to be valid, the notification regarding the defect in Goods must be submitted in writing with confirmation of receipt, and the Buyer shall undertake to provide the Seller with the defective Goods, in the condition as they were delivered, for inspection at each request of the Seller.

5. If Goods are processed anyhow, all liability of the Seller for Goods shall expire.

6. The Seller shall not be liable for defects in Goods resulting from improper (inconsistent with the operating manual) assembly of Goods, as well as their use by the Buyer or third parties in a manner that is inconsistent with their technical parameters and functional properties.

7. If, in the opinion of the Seller, technical expertise of Goods will be required to identify the defects, the Seller shall take a position regarding the defectiveness of Goods once the relevant expertise has been obtained.

8. Acceptance of the complaint submitted by the Buyer in connection with the guarantee document shall be made in writing, otherwise shall be null and void, once the Goods complained about have been examined by the Seller, or their technical expertise has been conducted.

9. If the complaint is accepted, the Seller shall act in accordance with the guarantee conditions.

10. The initiation of the complaint procedure shall not release the Buyer from the obligation to pay the price for the delivered Goods.

11. Subject to mandatory legal provisions, the Parties shall exclude the Seller's liability for damage, except for damage caused by wilful misconduct or gross negligence of the Seller.

12. Any compensation for damage caused to the Buyer in connection with non-performance or improper performance of the sales contract of Goods (including lost profits) shall be limited in each case to the net price of Goods covered by the sales contract, and the Seller may be liable only for foreseeable and typical damage suffered by the Buyer.

13. If the Seller performs the contract only partially, the Buyer shall have no right to withdraw from the sales contract in part which has been already completed.

14. The Seller shall not be liable for non-performance or improper performance of its obligations, if such non-performance or improper performance results from Force majeure. The parties shall agree that "Force majeure" means in particular: all circumstances as a result of which the order implementation by the Seller is impossible, problematic or disproportionately expensive, to the extent that the Seller cannot reasonably be required to perform the contract, e.g. a strike, failure to deliver products, materials or services to the Seller, which products, materials and services are necessary for the execution of orders submitted by the Buyer, war, natural disasters, other similar events.

15. The Seller shall not be responsible for any damage caused by Goods once they have been released.

#### VII. JURISDICTION, APPLICABLE LAW, PLACE OF PERFORMANCE OF OBLIGATIONS.

1. The court having jurisdiction over any disputes between the Parties shall be the competent common court in Kraków.

2. Only the provisions of Polish law shall apply to all sales contracts concluded between the Seller and the Buyer.

3. The place of performance of all obligations arising from the sales contracts shall be the registered office of the Seller.

#### VIII. ADDITIONAL PROVISIONS.

1. The titles of individual points of these GTCS have been introduced only to facilitate the use of the text and have no legal meaning, and thus the text of GTCS cannot be interpreted on their basis.

2. If individual provisions of these GTCS prove to be invalid or ineffective, it shall not affect the effectiveness and validity of the provisions of sales contracts concluded between the Parties. In place of an invalid or ineffective provision, a provision that corresponds to the greatest possible extent to the intentions of the Parties and its legal and economic purpose, which the Parties wanted to achieve by means of such an invalid or ineffective provision, shall apply.

3. The Buyer, who is a natural person conducting a business activity on the basis of an entry in the Central Register and Information on Economic Activity, shall give its consent to the processing of its personal data by the Seller (in accordance with the Act of August 29, 1997, on the protection of personal data, i.e. Dz.U. of 2014, item 1182) for purposes related to the implementation of the sales contract of Goods and for the Seller's marketing purposes.

4. In the event that the persons indicated by the Buyer with regard to the implementation of the sales contract of Goods, will be the employees of the Buyer within the meaning of the Act of June 26, 1974, Labour Code (Dz.U. 1974 No. 24 item 141, as amended), the Buyer shall declare that it provides the Seller with personal data of indicated persons within the following scope: name, surname, business telephone number, business e-mail address.

5. In the event that the persons indicated by the Buyer with regard to the implementation of the sales contract of Goods will not be the employees of the Buyer within the meaning of the Act of June 26, 1974, Labour Code (Dz.U. 1974 No. 24 item 141, as amended. ), the Buyer shall undertake to obtain and store consents to the processing of the submitted personal data of these persons.

6. If the Buyer is not a natural person, the personal data of the Buyer's representatives shall be collected by the Seller only from the Buyer or directly from the Buyer's representatives. Provision of personal data of persons representing the Buyer shall be voluntary but necessary so that the Seller can accept the sales contract of Goods.
7. Personal data of the persons indicated above shall be processed in order to perform the sales contract, to the extent necessary and for marketing purposes related to the promotion and advertising of the Goods.
8. ProDeck Sp. z o.o. with its registered office in Niepołomice, at ul. Fabryczna 6, shall be controller of the personal data.
9. The personal data referred to in the preceding points shall be collected by the Seller only from the Buyer, subject to point 6 above.
10. The Buyer, who is a natural person, and other natural persons referred to above, shall have all the rights under the Act of August 29, 1997, on the protection of personal data (Dz.U. of 2014, item 1182), and in particular, the right to inspect their own personal data, change them or request their deletion.
11. Provision of personal data by the Buyer and other persons referred to above shall be voluntary, but necessary so that the Seller can perform the sales contract of Goods.
12. Natural persons who voluntarily decide to provide their personal data to the Seller, in connection with the implementation of the sales contract and for marketing purposes, shall submit a statement, the template of which is attached as Annex No. 4 to GTCS.
13. The Buyer shall undertake to immediately notify the Seller in writing of each change of its registered office or address for service. Failure to do so shall mean that any shipment sent to the address indicated in the order or other written commercial agreement shall be considered to be duly served on the day of the first delivery attempt.
14. In matters not regulated by GTCS or the sales contract, the relevant provisions of law shall apply.
15. Any annexes attached to GTCS shall constitute an integral part thereof.