



Constraco Sp. z o.o.

80-298 Gdańsk, ul. Bysewska 47, Poland

GENERAL TERMS AND CONDITIONS OF SALE No P/2023/1 **- valid for contractors who are entrepreneurs**

§ 1 DEFINITIONS

1. **Seller** - means CONSTRACO Sp. z o.o. with its registered office in Gdańsk, ul. Bysewska 47, registered in the National Court Register of the District Court Gdańsk - North in Gdańsk, 8th Commercial Division of the National Court Register under KRS number 0000294306, NIP 957-09-84- 601, REGON 220521600;
2. **Buyer** - means an entity purchasing goods and services from the Seller in the course of its business (Entrepreneur);
3. **Products** - means the Seller's own products manufactured by the Seller, as well as any other commercial goods sold;
4. **Services** - means all types of services provided by the Seller to the Buyer;
5. **Order** - the sum of the items of goods and services indicated by the Purchaser constituting a request for quotation by the Seller, which does not result in a contractual relationship;
6. **Order quotation** - the sum of the order items defined and completed by the Seller on the generated form as separate files, together with the quantity assigned to them in natural units of measurement (pieces, mb, m2 and others), with the proviso that the Seller is exclusively authorized to fill in and change the contents of the ordered items, except for the space for the Buyer's signature; the quotation is made by the Seller as at the date of preparation of the quotation and does not represent the final terms applicable to a given order;
7. **Additional conditions of order execution** - additional conditions stipulated by the Seller in the order confirmation such as down payment, method of delivery, destination, type of unloading, availability of raw materials and goods, which affect the postponement of the execution date and the estimated contract execution time;
8. **Order confirmation** - means a document issued by the Seller accepting an order placed by the Buyer, in which the Seller presents the conclusion of a sales agreement including the price, while these conditions are binding on the Seller only for the time specified in the order confirmation;
9. **Loading specification** - means a document issued by the Seller confirming the loading of products on the means of transport, which may be marked with the WZ symbol, as appropriate;
10. **The completion date** – shall be the date on which the goods are released or the date on which the goods are ready for collection at the agreed place, as confirmed by the Seller in writing, or the date of collection as agreed by separate agreement;
11. **Website** - means the Seller's website at: www.constraco.com.
12. **INCOTERMS** - stands for the latest version of the International Commercial Terms, i.e. a set of international rules setting out the terms and conditions of sale developed by the International Chamber of Commerce;
13. **Warranty** - seller's liability towards the buyer for physical defects and legal defects of the item sold, regulated in Articles 556-576 of the Civil Code, subject to the modifications of its scope in these GTCS;
14. **Guarantee** - means additional contractual rights granted by the Seller at the conclusion of the contract, confirmed in each case by a separate document;
15. **Complaint** - means the submission of claims by the Buyer under warranty for defects, non-conformity of goods with the contract, under guarantee or any other title, provided that the Buyer is obliged to indicate at the time of submitting the claim under which title it is submitting the claim, otherwise it will be deemed that the claim is submitted under the guarantee;



16. **Force majeure** - means an exceptional, unexpected event caused by external forces, which could not have been foreseen by analyzing and taking into account all the circumstances of the case, as well as an event that could not have been prevented by known, normal means, in particular a cataclysm, flood, fire, war, general or partial strike, extraordinary weather conditions;
17. **Civil Code** - means the Act of 23 April 1964 Civil Code (i.e. Journal of Laws 2020, item 1740, as amended).

§ 2 GENERAL PROVISION

1. The General Terms and Conditions of Sale (referred to as the "GTCS") define the rules for the sale of goods offered by the Seller.
2. The GTCS are made available to the Buyers in writing at the registered office of the Seller and its branches, as well as in an electronic version on the website www.constraco.com.
3. The GTCS define the standard terms and conditions under which business transactions between the Seller and the Buyer take place.
4. The GTCS constitute an integral part of each order confirmation, price list and cooperation agreement or sales agreement, and undertaking actions aimed at concluding an Agreement with the Seller shall at the same time constitute acceptance of the GTCS by the Purchaser.
5. It is permissible to define the rights and obligations of the Parties otherwise in a separate agreement. In such a case, the provisions of such an agreement shall take precedence over the provisions of these GTCS, which shall apply to the extent not regulated in the agreement.
6. The Seller shall not be bound by any sales conditions or reservations of the Buyer inconsistent with these GTCS even if the Seller has not expressly objected to such conditions or reservations. Any deviations from these GTCS must be expressly accepted by the Seller in writing.
7. The possibility of assignment of rights and obligations under the GTCS by the Buyer without the Seller's consent expressed in writing under pain of invalidity shall be excluded.
8. The Seller may assign its rights and obligations under the GTCS.
9. Should any of the provisions of the GTCS be or become invalid, the validity of the entire GTCS shall remain unaffected by this.
10. These GTCS are to be used exclusively in their entirety - subject to § 2 section 5 and section 9 of the GTCS.
11. If the Buyer remains in permanent commercial relations with the Seller, his acceptance of the GTCS for one sales contract shall be deemed to constitute his acceptance for subsequent sales contracts concluded by him with the Seller.
12. These GTCS shall be effective as of 2022-12-01 and shall automatically invalidate any GTCS issued with an earlier date.
13. The current GTCS are available at www.constraco.com and also at the Seller's retail outlets or authorised dealers.
14. These GTCS apply exclusively to business-to-business (B2B) transactions and do not apply to consumers as defined by generally applicable law.

§ 3 INVITATION TO CONCLUDE A CONTRACT, OFFER TO CONCLUDE A CONTRACT

1. The Seller shall present information on products and services within the scope of its business activity in product brochures, technical catalogues and on websites, also directly by means of proposals for the sale of products and services made by the Seller on the basis of an enquiry submitted by the Buyer.
2. The activities specified in paragraphs 1 and 5 do not constitute an offer within the meaning of Article 66 of the Civil Code, but merely an invitation to conclude a contract.
3. Visualizations, drawings and photographs of products placed in product brochures, technical catalogues and on the Seller's website are illustrations which may differ from the actual appearance of the item.
4. All written documentation, drawings, layouts, cost estimates, etc. may not be made available to third parties and are intended solely for the purpose of concluding a specific sales contract.



5. Order acceptance by the Seller shall take place only after verifying the possibility of order fulfilment under the terms and conditions specified in the quotation - in accordance with § 4 of GTCS. After the above verification, the Seller shall send an order confirmation or inform about the impossibility of its fulfilment with indication of the reason.
6. The sending of consent by the Buyer to the terms and conditions set out in the order confirmation shall be deemed to constitute the conclusion of a sales contract, provided that the Buyer has complied with the requirements set out in the order confirmation, including in particular the time limit for consent and payment of the down payment.
7. Until the acceptance of the order by the seller as defined in paragraph 5, as well as after the expiry of the order confirmation, the Buyer shall not be entitled to any claim for conclusion of the contract as well as claims for damages and any liability for damages of the seller is excluded.

§ 4 ORDER AND PRICING

1. Orders for products or enquiries regarding products and services may be placed in writing at the Seller's registered office, at its branch office or with an authorised representative, as well as electronically via e-mail address: info@constraco.com or the contact form located on the website.
2. The order shall contain full details of the Buyer (precise designation of the Buyer's company, registered office address, KRS/NIP/REGON) as well as defining the ordered products by indicating their type and quantity. The detailed specification of the products, including their technical parameters, pursuant to the provisions of section 7, item b, may take place at a later date.
3. The placement of an order is not binding on the Seller and the absence of a response does not constitute tacit acceptance of the order by the Seller.
4. The seller, after verifying the formal correctness of the order and a preliminary check of its feasibility, will send the customer, in writing, a quotation for the order made on the date of its preparation, which will specify the following elements of the contract:
 - a. the date of payment of the advance and its amount,
 - b. maximum time to specify all the details necessary for execution of the order, such as: type of material, type and geometry of profiles, length of Galver sections, GALBOX, type and distribution of openings, etc.
 - c. date of expected delivery of the contract,
 - d. method of collection/delivery,
 - e. the method of payment of the price.
5. If the Buyer fails to fulfil the conditions necessary for the fulfilment of the agreement as set out in subclauses 4. a and b, this shall constitute grounds for withdrawal from the agreement by the Seller pursuant to § 12 subclause 5.
6. In the event that an order has not yet been completed, the Buyer may, in agreement with the Seller, make changes to the order specifications, particularly with regard to the geometry of the Galver sections, GALBOX and the dimensions of the materials used. In such a case, the lead time will be extended and will be confirmed in writing by the Seller. In the event of non-completion of formalities, the Seller may renegotiate the commercial conditions contained in the original order confirmation.
7. The Seller shall not be liable for the consequences of incorrect or incomplete technical data in the order concerning the conditions in section 4, point b.
8. The fact that the Seller evaluates an order and sends an order confirmation shall not be binding for the Seller in a situation where for reasons beyond the Seller's control, in particular due to force majeure, the sale of goods is impossible or excessively difficult. In this case, any liability of the Seller shall be excluded and the Buyer shall not be entitled to any claims for damages.
9. The Seller shall not be bound by the Seller's valuation and order confirmation, even if the total liabilities of the Buyer to the Seller exceed the amount of the trade credit that may have been granted to the Buyer, or if there is a delay in the payment of any amounts due to the Seller.



10. After the Buyer accepts the order valuation, the Seller shall, within 2 working days, verify the possibility of the order execution and determine detailed information on the price of the ordered products. The final order information is then presented by the Seller in the offer made to the Buyer.
11. Submission by the Buyer of consent to the terms and conditions set out by the Seller in the order confirmation within the time limit set out therein and subject to fulfilment of the requirements set out therein, in particular as regards down payment, shall be deemed to constitute conclusion of the sales contract. Consent may be expressed in particular by the signing of the order confirmation by the Buyer.

§ 5 PRICES

1. The approximate prices of the products are given in the retail price list available at the Seller's branches, at an authorised dealer or on the Seller's corporate website. The final price of the products is determined individually, as specified in the following paragraphs.
2. The retail price list referred to in paragraph 1 is for information purposes only, indicating only tentatively the indicative price of the products.
3. The final price of the product shall be determined on the date of the Seller's order confirmation, after the Buyer has placed his order, and shall only be valid on the date specified in the order confirmation and after the Buyer has fulfilled the conditions specified in the order confirmation.

§ 6 CONTRACT EXECUTION

1. An order may be performed if all the conditions specified in the order quotation as well as those specified in these GTCS are met, including, inter alia, that the trade credit limit is not exceeded and the Buyer is not in default in payment of amounts due to the Seller.
2. In the event that the Buyer does not comply with the terms and conditions of the order confirmation within the appropriate timeframe, this shall constitute grounds for withdrawal from the Contract by the Seller pursuant to § 12 paragraph 5.
3. The Buyer will be informed of the completion of all or part of the order. This information will mean that the Buyer should, in accordance with the terms and conditions set out in the order confirmation, take further steps to complete the transaction, such as:
 - a. payment of the remaining amount due if the buyer has not been granted Buyer's credit by the Seller or after a transaction after which such credit will be exceeded.
 - b. to collect the goods from the Seller within the agreed time limit or to prepare the conditions for the collection of the goods if it is specified that the goods shall be delivered by the Seller.

§ 7 COLLECTION, TRANSPORT, UNLOADING, STORAGE

1. Acceptance or delivery of the products shall take place upon the fulfilment by the Buyer of all the conditions specified in the order confirmation and GTCS, in particular upon payment. Failure to fulfil the above conditions shall be tantamount to non-fulfilment of the obligation to accept the products.
2. The Buyer shall be obliged to take delivery of the goods no later than 7 days from the date of notification that the Seller has placed the goods for collection, unless otherwise specified in the order confirmation.
3. The release of products is based on INCOTERMS principles:
 - a. In the case of a contract of sale with delivery [CPT], the delivery takes place before the goods are unloaded from the vehicle. The Seller shall not be liable for any damage caused during the unloading of the goods at the Buyer's premises.
 - b. In the case of sales with the Buyer's own collection [EX WORKS Gdańsk Kokoszki - CONSTRACO], the release takes place by placing the products at the Buyer's disposal or at the disposal of the carrier (forwarder) indicated by the Buyer at the point of release specified in the order, whereby the Seller shall not bear the costs or risk of loading the products.
4. If the subject of the contract of sale is also the delivery of products, the Buyer shall be obliged to make available and secure the unloading site with hardened access roads of the width appropriate for



transport vehicles intended for transport of structural elements. Furthermore, he shall be obliged to secure the appropriate equipment that will enable the safe and efficient unloading of the delivered products. In particular, the Buyer shall be obliged to ensure that it is possible to unload the products laterally from a vehicle with a covered load space.

5. The Buyer is obliged to take the necessary steps so that the unloading takes place within three hours of the arrival of the means of transport with the products at the place indicated by the Buyer. If the 3-hour unloading time is exceeded, the Seller shall be entitled to charge the Buyer with the costs of downtime of the means of transport in the amount of PLN 500 for each commenced hour.
6. The buyer is obliged to carefully examine the completeness of the consignment directly upon receipt, to determine any shortcomings or damage to the products caused during transport.
7. If the transport of goods is organized by the Seller, the Buyer shall perform the quantitative acceptance of goods upon their release by signing the declaration of acceptance of goods in accordance with the specification on the loading slip. Any objections as to the condition of the packaging and its protection of the goods shall be notified by the Buyer in writing on the waybill and on a copy of the loading specification upon handing over the goods, or a separate acceptance protocol shall be drawn up in writing under pain of invalidity with a full description of the damage, signed by both the driver and the Buyer, under pain of losing the right to notify and invoke them at a later date. The consignment note and the loading specification, on which no remarks have been made as to the quantity and quality of the ordered product, shall constitute proof of the execution of the order in accordance with the contract without reservation on the part of the Buyer.
8. In the case of discovering a qualitative or quantitative defect in the products, the Buyer shall be obliged to protect the goods intact, in particular to refrain from assembling the defective product until the Seller has considered the complaint under pain of losing the right to any claims against the Seller.
9. If the Buyer delays the acceptance of the goods, the Seller shall have the right to hand over the goods at the expense and risk of the Buyer for safekeeping (warehouse, own or third-party depository) or for judicial deposit. The above shall not exclude the right to charge a contractual penalty and to withdraw from the contract pursuant to § 12 and 14 of GTCS.
10. In the event of a delay in taking delivery of the products, the Buyer is obliged to cover the cost of storing the products at the rate indicated by the Seller.
11. If the Buyer is delayed in collecting the goods for more than 30 days, the Seller shall have the right to release the goods from the warehouse to its own depository and issue a VAT invoice to the Buyer for the released goods, with a three-day payment term. At the same time it shall be deemed that the Buyer has handed over the goods to the Seller for deposit. The goods will be released to the Buyer from the Seller's escrow warehouse after the Buyer has paid the amount due resulting from the previously issued VAT invoice.
12. Accepting goods for deposit does not deprive the Seller of the right to charge a storage fee for the products at the rate specified by the Seller. In addition, if the price for a given product changes during the period of storage, the Seller has the right to demand a surcharge resulting from the difference between the price on the invoice and the current price.
13. The seller shall not be liable for any changes in the condition of the goods resulting from their storage with due care and attention, and in particular shall not be liable for the effects of natural factors (in particular atmospheric factors).
14. If the Buyer defaults in taking delivery of the products in the case of a contract of sale with delivery [CPT], the costs of a possible redelivery of the products shall be borne by the Buyer.
15. Failure of the Buyer to take delivery of the products, not resulting from reasons for which the Seller is at fault, shall be deemed to be proper performance of the contract by the Seller.
16. The Seller's products must be stored, transported and unloaded in accordance with the recommendations contained in the technical catalogues and in the "Galver cold-formed sections storage, loading/unloading, assembly and use instructions" posted on www.constraco.com.
17. The use or application of Galver sections not in accordance with the manufacturer's recommendations as described in the document "Galver cold-formed sections storage, loading/unloading, assembly and



use instructions" will result in the loss of the guarantee and constitutes culpable action on the part of the Buyer, which will result in a negative assessment of any complaint.

§ 8 PAYMENT

1. Payments are to be made in accordance with the details indicated on the VAT invoice: in the currency, amount and date and in the manner i.e. cash at the cash desk or to the bank account indicated.
2. The date of payment shall be the date of payment at the cash desk or the moment the funds are credited to the Seller's bank account.
3. In the event of a delay, the Seller shall be entitled to claim the statutory interest for the delay from the Buyer in transactions commercial. In such a case, the Seller shall issue an interest note to the Buyer.
4. In the event that a claim for interest arises, the payments made by the Buyer shall be credited first against any outstanding debts, including interest in particular.
5. In the event that the Seller has a due claim against the Buyer resulting from more than one invoice, the Seller shall be entitled to credit the payment made by the Buyer on account of the claim which became due first, to any extent - in particular, this applies only to credit on account of due side benefits. The indication by the Buyer as to which debt he wants to satisfy is not binding for the Seller.
6. In the event of a delay in payment by the Buyer, the Seller shall have the right to make the remaining invoices to the Buyer immediately due and payable.
7. Failure of the Buyer to accept the products does not exclude the obligation of the Buyer to pay the price and other performances under the concluded contract.
8. If there are reasonable grounds to believe that the Buyer will not fulfil his payment obligation, the Seller shall have the right to demand, prior to the release of the goods and irrespective of the previously agreed payment term, payment of the entire amount due in cash or the provision of reliable payment guarantees or securities.
9. Any objections, remarks or complaints made by the Buyer and their consideration shall not suspend the payment period.
10. The Seller is entitled to assign the contract to third parties without the consent of the Buyer.
11. The Buyer may assign the contract to third parties only with the consent of the Seller expressed in writing under pain of nullity.
12. Until the full price has been paid, the seller reserves the ownership of the subject of the sale until the Buyer has paid the full price and any other benefits arising in connection with the performance of the contract.
13. It is not permissible to set off any possible claims of the Buyer against any claims of the Seller against the Buyer.

§ 9 TRADE CREDIT

1. The Seller allows the possibility of granting a trade credit to a Buyer with whom the Seller has an established business relationship.
2. The granting of trade credit entitles the Buyer to make deferred payment purchases from the Seller. Trade credit is a revolving limit of funds, expressed in the currency agreed by the Parties, up to the amount of which the Buyer may make deferred payment purchases from the Seller.
3. Trade credit will be granted on a case-by-case basis on the basis of a bilateral agreement in which the Parties will agree on the exact terms of the trade credit to be granted, its amount and the currency and method of security.

§ 10 GUARANTEE

1. The Seller grants a 24-month guarantee for the products, starting from the date of handing over the products or placing them on the Buyer's premises, on condition that the rules of use specified in the GTCS, the "Instructions for storage, loading/unloading, assembly and use of Galver cold-formed sections and GALBOX system structures" and other documents prepared by the Seller in connection with the



execution of the contract are observed. Failure to comply with these documents may result in the loss of any rights under the guarantee.

2. Only products for which a separate guarantee document has been drawn up and issued to the Buyer are covered by the guarantee.
3. The Seller reserves the right to modify the technical parameters in relation to the data contained in the catalogues, drawings and other advertising materials in connection with the continuous improvement of the products, increasing their technical qualities or usability.
4. The Seller assures that the supplied goods are manufactured in accordance with the principles of contemporary technical knowledge, applicable standards as well as contractual arrangements made with the Buyer. The Seller further assures that the sold goods shall function without any disturbance if used in accordance with their intended use, design documentation, in climatic and atmospheric conditions for zinc coatings as specified in PN-EN ISO 12944-2:2018-2, not exposed to direct sea water and excessive UV radiation, free from the action of intensive chemical compounds, including atmospheric pollution. With regard to all values and dimensions of the product, included in the relevant certificates and the contract, the Buyer shall take into account the customary or standard limits of permissible deviations (tolerances).
5. The Seller is bound by the technical parameters after express written agreement with the Buyer, which constitutes an assurance of the characteristics of the product sold.
6. The Seller reserves the right to modify, without the consent of the Buyer, the technical parameters in relation to the data contained in the descriptions in brochures, drawings and other advertising materials in connection with the continuous improvement of the products to increase their utility values.
7. The warranty does not cover parts subject to natural wear and tear during use or damage caused by misuse.
8. Defects revealed during the guarantee period will be rectified free of charge by the Contractor at the place where the defect occurs.
9. The Seller is obliged to proceed to rectify the defect or failure within 10 working days from the date of recognizing the complaint as justified – in accordance with § 11 section 1.
10. The parties exclude the Seller's liability under warranty for physical defects of the goods, pursuant to article 558 § 1 of the Civil Code.

§ 11 COMPLAINT

1. In the event of a complaint about the products, the Buyer is obliged to notify the Seller immediately. This notification should be made by telephone and then confirmed in writing by fax, email to: info@constraco.com or submitted in person at the Seller's premises.
2. In the case of a quantity complaint, notification should be made at the time of receipt of the products:
 - a. If the delivery of the goods has not been entrusted to the Seller, the Buyer should raise objections immediately after the goods have been delivered, before loading;
 - b. If the delivery has been entrusted to the Seller, objections must be made in writing to the driver and by telephone to the person responsible for the order in the Seller's sales department before the products are unloaded.
3. In the event of a complaint regarding damage or defects that are apparent before unloading on the means of transport or immediately after unloading, the Buyer should immediately report this fact directly to the driver and by telephone to the person responsible for the execution of the order in the Seller's sales department.
4. In the cases referred to in paragraphs 2 and 3, the person in charge on the part of the Seller shall, within a maximum of 2 hours of the notification, provide information on the further treatment of the product to which the notification refers.
5. In the case of physical defects visible prior to the installation of the products, the Buyer shall be obliged to inform the Seller of this fact prior to the installation of the products and may not commence the installation without the relevant consent of the Seller's representative. The Seller shall communicate to the Buyer the decision on further proceedings with the complained batch of products within two



working days from the date of notification. If the Buyer commences the assembly of the products without the relevant consent, it shall result in a negative consideration of the complaint or in limiting the manner of its consideration to the one that would have been possible if the products had not been assembled.

6. In the case of damage and defects that become apparent during assembly, the Buyer is obliged to withhold the assembly of the products and immediately notify the Seller's representative responsible for the execution of the order. The Seller shall inform the Buyer about the further procedure with regard to the complained batch of products within two working days from the date of notification. If, without the appropriate consent of the Buyer, he continues the assembly of the products, it shall result in a negative consideration of the complaint or in limiting the manner of its consideration to the one that would have been possible if the products had not been assembled.
7. The deadlines set for the Seller in sections 5 and 6 may exceptionally be extended to 7 working days if for objective reasons it is not possible for the Seller to make a decision on the further course of the complaint. In this case, the Seller shall inform the Buyer of the reason for the postponement and set a new deadline.
8. In the case of damage and defects which become apparent after the products have been installed, the Buyer is obliged to notify the manufacturer within 7 days of the occurrence of these defects, but no later than 3 months from the date of delivery of the product to the Buyer.
9. Failure to report a complaint within the deadlines stipulated in the sales contract and GTCS or failure to provide the required purchase identification data shall result in the loss of claims against the Seller, in particular those under the guarantee.
10. After receiving a complaint notification, if necessary, within 7 days from the date of notification, a person designated by the Seller shall make an on-site inspection of the products in order to jointly determine the actual condition of the products. The Seller shall prepare a protocol of the inspection.
11. In cases requiring an objective expert opinion, the appointment of an expert shall be permissible. The costs of the expert's fees shall be borne in their entirety by the party identified by the expert as responsible for the damage.
12. Within 14 days from the date of the site visit or the expert's opinion, the Seller shall decide on the validity of the report and, if valid, shall inform the Buyer of the manner and time limit for rectifying the defect.
13. In the event that a claim is accepted, the choice of how to rectify the product defect is at the sole discretion of the Seller.
14. Complaints are not eligible:
 - a. defects not exceeding 0.5% of the total surface area of the product batch under complaint, with the total area being the sum of the surface of the coating protecting the structure on both sides;
 - b. mechanical damage caused during production, loading, transport and unloading consisting of localised damage to the anti-corrosion coating or indentation of the elements, which can be repaired according to the relevant technology defined by the Seller in the technical catalogue or in the "Galver Cold-Formed Section Storage, Loading/Unloading, Assembly and Use Manual";
15. The Seller's liability shall be limited exclusively to the costs of repairing the defective goods (removal of the defect) and, if the product has to be replaced, to the delivery of defect-free goods in place of the defective one. The Seller shall not bear any further liability, in particular he shall not bear the costs connected with the disassembly and assembly of the goods, their storage, delivery and costs caused by the related downtime of the company.
16. In the case of replacing defective goods with new ones, the replacement will concern only the defective items and not the entire ordered batch of products.

§ 12 WITHDRAWAL FROM THE CONTRACT

1. The Buyer has the right to withdraw from the contract for reasons not attributable to the Seller, without incurring any costs on this account, within one working day from the date of sending the order



confirmation signed by the Buyer to the Seller. The condition for exercising this right is that the order process has not been started.

2. In order for the Buyer to exercise the right under sub clause 1, it is necessary to deliver the written declaration of withdrawal or a scan of the signed declaration by e-mail to the Seller during business hours, i.e. between 8 a.m. and 4 p.m. (if the deadline for withdrawal falls on a public holiday, it shall be postponed to the same time on the first business day).
3. The Buyer has the right to withdraw from the contract for reasons not attributable to the seller, also after the commencement of the order, within a period of 7 days. The Seller shall be entitled to charge the Buyer with all costs incurred in connection with the commencement of the order processing, issuing an invoice in such a case on the basis of a detailed cost calculation.
4. The commencement of performance is considered to be the undertaking of organisational, technical and legal actions for the purpose of performing the concluded agreement, including the ordering by the Seller of non-standard material for the production of the product that is the subject of the order.
5. The Seller shall have the right to withdraw from the contract if the Buyer has failed to fulfil the conditions necessary for the performance of the contract as specified in § 4, section 4, subsections a and b of the GTCS. The Seller shall have the right to withdraw from the contract on the basis of the reason specified in the preceding sentence within 60 days from the date of fulfilment of the last reason for withdrawal from the contract.
6. The Seller shall also have the right to withdraw from the contract in the event that the Buyer is delayed in the payment of any performance due for more than 14 days, without the need to make prior calls for payment. The Seller shall have the right to withdraw from the contract on the basis of the reason specified in the preceding sentence within 60 days from the date on which the reason for withdrawal from the contract is fulfilled.
7. In the event that the Buyer is in default in the payment of any performance due in excess of 14 days, the Seller may also, subject to the right provided for in subclause 6, store the goods at any place at the risk and expense of the Buyer and demand the performance of the contract by the Buyer.
8. The exercise of the right of withdrawal under this paragraph shall be effected by the submission of a declaration of withdrawal to the other Party.

§ 13 COPYRIGHT

1. The Seller reserves all proprietary and non-proprietary copyrights and rights arising from patent claims to the design documentation, instructions, visualisations, drawings, diagrams, photographs and technical solutions of the products contained therein. The documentation cannot be made available to third parties without the Seller's consent expressed in writing under pain of invalidity, and the Buyer shall be liable for any dissemination not previously approved by the Seller.
2. The Seller shall not transfer to the Buyer any property rights resulting from the documentation referred to in subsection 1 and shall only grant the right to use it for the purposes related to the execution of the order and the assembly of the products.
3. For the purpose of carrying out the order and assembling the products, the Seller shall grant permission to make the documentation available to third parties, but only for this purpose. Furthermore, the Buyer shall be held fully liable for any infringement for any dissemination of the documentation by such persons not previously approved by the Seller.
4. The Buyer undertakes not to use or make available the knowledge contained in the documentation to third parties, in particular not to entities that are potential competitors of the Seller.
5. The fields of exploitation in which the Buyer may use the documentation shall only be the permanent or temporary recording or reproduction in whole or in part, exclusively for purposes related to the performance of the subject matter of the contract and the Buyer's investment.

§ 14 CONTRACTUAL PENALTIES



1. In the event that the Buyer withdraws from the contract on the basis of § 12 section 3, the Buyer shall pay the Seller a contractual penalty of 20% of the total gross remuneration specified in the order.
2. If the Seller withdraws from the contract on the basis of § 12 section 5, the Buyer shall pay the Seller a contractual penalty of 25% of the total gross remuneration specified in the order.
3. If the Seller withdraws from the contract on the basis of § 12 section 6, the Buyer shall pay the Seller a contractual penalty amounting to 75% of the total gross remuneration specified in the order.
4. In the case referred to in § 12.7, the Buyer shall pay the Seller a contractual penalty amounting to 75% of the total gross remuneration specified in the order.
5. In the event of unauthorised disclosure of the documentation specified in § 13.1, the Purchaser shall pay the Seller a contractual penalty of PLN 50,000 for each instance of disclosure.
6. Should the Ordering Party use the documentation referred to in § 13.1 in a manner inconsistent with the provisions contained in § 13, the Order shall pay the Contractor a contractual penalty of PLN 50,000 for each instance of infringement.
7. The provisions of this paragraph stipulating the amount of contractual penalties shall not exclude the possibility to claim damages exceeding the amount of the reserved contractual penalties, under the general rules.

§ 15 SALVATORY CLAUSE

1. Should any of the provisions of the GTCS be or become invalid, the validity of the entire GTCS shall remain unaffected by this.
2. Should the situation referred to in § 15 (1) arise, the Parties shall replace the invalid provision with another lawful provision that as closely as possible reflects the economic purpose of the invalid provision as intended by the Parties.

§ 16 EXCLUSIONS OF LIABILITY

1. The Seller shall not be liable for non-performance or undue performance of the contract in the event of force majeure. In the event of a force majeure event that prevents the timely performance of the agreement, the deadline shall be suspended until the effects of the force majeure event cease to exist. The Seller shall then set a new deadline taking into account the need to remedy the force majeure.
2. The total liability of the Seller for non-performance or undue performance of the sales agreement concluded with the Buyer and the fulfilment of the order cannot exceed the gross value of the order. The Seller shall not be liable for damages consisting of lost profits.
3. The Seller shall not be liable for any consequences resulting from poor installation or misuse of products purchased from the Seller.

§ 17 FINAL PROVISIONS

1. In matters not regulated by these GTCS, the provisions of the Civil Code shall apply.
2. Any changes and additions to the binding provisions of the GTCS require written form to be valid.
3. Any disputes will be resolved amicably in the first instance and, if no agreement is reached, by the court having jurisdiction over the Seller's registered office.