

Terms and Conditions

GENERAL TERMS AND CONDITIONS | AUTOMATION TRADER

§1. General provisions

1. These general terms and conditions apply to all Agreements concerning the sale or provision of services by "Automation Trader spółka z ograniczoną odpowiedzialnością" with its registered office at 960 Capability Green, Luton, Bedfordshire LU1 3PE, NIP: 6463009354, REGON: 527345886, registered on January 3, 2024 by the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register (KRS). Share capital: 50,000 PLN.
2. The general terms and conditions define the mutual rights and obligations of the Parties to the above Agreements and the rules and conditions for the provision of Services.
3. The general terms and conditions, hereinafter also referred to as "GTC", constitute an integral part of all Agreements concluded with "Automation Trader spółka z ograniczoną odpowiedzialnością" with its registered office at 960 Capability Green, Luton, Bedfordshire LU1 3PE.
4. The terms used in these GTC mean:
 - 4.1. Contractor – "Automation Trader spółka z ograniczoną odpowiedzialnością" with its registered office at 960 Capability Green, Luton, Bedfordshire LU1 3PE, NIP: 6463009354, REGON: 527345886, registered on January 3, 2024 by the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register. Share capital: 50,000 PLN.
 - 4.2. Customer – the entity being the other Party to the concluded Agreement – a natural person conducting business activity, a legal person, or an organizational unit without legal personality that uses the Goods and Services provided by the Contractor.
 - 4.3. Agreement – a service agreement within the meaning of the Civil Code (Journal of Laws No. 16, item 93, as amended), concluded with the Customer in Polish via the website automationtrader.com.
 - 4.4. Service – any services provided by the Contractor to the Customer on the basis of these GTC.
 - 4.5. Provision of services – sale of goods, sale of goods with delivery, or servicing of goods for the Customer on the basis of these GTC.
 - 4.6. Goods – any goods, including parts, which the Contractor is to deliver to the Customer in accordance with these GTC.
 - 4.7. Service (servicing) – acceptance of Goods by the Contractor to carry out necessary repairs

including replacement of required component parts at the Customer's expense.

4.8. Offer – presentation of the terms of performing a service to the Customer, including specification of the type of goods, price, payment date and method, and other rules for order fulfillment in accordance with these GTC.

4.9. Acceptance of offer – acceptance of the type of goods, price, payment deadline, fulfillment conditions, and these GTC in order to conclude an Agreement.

4.10. Conclusion of the Agreement – acceptance by the Customer of the terms of the Offer presented by the Contractor or confirmation by the Contractor of acceptance of the order for execution.

4.11. Delivery date – the day on which the Goods are to be delivered to the Customer.

4.12. Business day – any day of the week excluding Saturdays, Sundays and public holidays.

4.13. Confidential information – any information provided by the Contractor to the Customer orally or in writing concerning the Offer provided or the concluded Agreement and its terms, which may not be disclosed to third parties.

4.14. Parties – the Customer and the Contractor.

4.15. Force majeure – external events beyond control that are unforeseeable and unavoidable, in particular: disruptions in the operation of a facility, sudden serious industrial and technological failures, interruption of energy supplies, restrictions caused by war, strike, natural disaster, or actions of national or local authorities preventing performance of the Agreement, etc.

5. The general terms and conditions form an integral part of the Agreement concluded by the Parties,

5.1. If the Customer remains in ongoing commercial relations with the Contractor, acceptance of the general terms and conditions for one order is deemed acceptance for all subsequent orders and Agreements, until the GTC are changed, in which case the Contractor will inform the Customer of the new rules of cooperation before concluding the next Agreement.

5.2. The provisions of these GTC may be changed unilaterally by the Contractor by making changes to the document available on the website automationtrader.com at any time, of which the Contractor will inform Customers by publishing information about the change no later than 7 days before the new GTC take effect. The new GTC apply only to Agreements concluded after their publication – orders placed before publication or resulting from acceptance of an Offer presented by the Contractor before publication will be carried out on the basis of the GTC in force on the date of placing the order or presenting the Offer, respectively.

5.3. In the event of inconsistency between the Agreement and the general terms and conditions,

the contractual provisions shall apply.

5.4. If any provisions of these GTC prove ineffective or unenforceable, this shall not affect the effectiveness and enforceability of the remaining provisions. The Parties shall then be bound by rights and obligations that most closely reflect the economic purpose of the ineffective or unenforceable provision.

5.5. The Contractor makes these GTC available free of charge via the website automationtrader.com in a form that allows the document to be downloaded, saved and printed.

§2. Offer

1. All promotional materials, catalogs, brochures, price lists and other documents provided by the Contractor, including on the website or otherwise, are for informational purposes only and do not constitute an Offer within the meaning of the Civil Code. The Customer may not demand that the Contractor conclude an Agreement on specific terms based on such information.

2. An Offer addressed directly to the Customer includes an appropriate specification of the Goods, their description, and price. The individual delivery of an Offer by the Contractor to the Customer and confirmation of its receipt is binding when the Customer accepts the Offer.

3. Any accidental errors and obvious typos in the Offer may be corrected by the Contractor and do not constitute grounds for the Customer to assert claims for damages against the Contractor. In such a case, the Contractor may refrain from concluding an Agreement on the basis of the defective Offer by invoking error and submitting a relevant statement of intent to the Customer. In such a case, the Agreement concluded as a result of the Customer's acceptance of the defective Offer is deemed not concluded.

4. Only the Contractor's employees or persons duly authorized (written power of attorney) by the Contractor are authorized to make Offers on behalf of the Contractor. Any Offers made by third parties whose authority is not confirmed in writing by the Contractor are not binding on the Contractor.

5. It is presumed that the person accepting an Offer from the Contractor and thereby concluding an Agreement has authority to represent the Customer. If this presumption is rebutted, the Customer is deemed to be the person who placed the order in someone else's name without proper authority.

§3. Conclusion of the Agreement

1. The Agreement between the Parties is concluded by the Customer's written confirmation and acceptance of the Offer in person, by email, or by fax. Acceptance of the Offer is equivalent to the Customer's commitment to comply with these GTC.

2. Conclusion of the Agreement requires the Contractor's written confirmation of acceptance of the order for execution by email or fax within a maximum of 3 business days from receipt of the order. This does not apply to Agreements concluded pursuant to section 1 above.

3. Any changes to the service Agreement require written form or an unambiguous agreement of the Parties via email in order to be valid.

4. Orders accepted by the Contractor may not be cancelled by the Customer without the Contractor's consent. The Contractor may agree to the return of Goods even for completed orders; however, cancellation may not be made later than 7 days from the delivery date and the Goods must be delivered to the Contractor together with the ordered Goods.

5. In the event of cancellation, the Customer is obliged to pay a fee of 35% of the order value for warehouse handling. If the price for the Goods has already been paid, the Contractor may deduct the above fee from the refunded price.

§4. Subject of the Agreement

1. Depending on the provisions of the Agreement concluded between the Parties, the Contractor undertakes to provide Services to the Customer on the basis of these GTC.

2. The Contractor is obliged to perform additional work or work in a manner different from that regulated in these GTC only if the provisions of the Agreement concluded in writing between the Parties contain such instructions.

3. The binding specification of the Goods is set out in the Offer addressed directly to the Customer and in the Agreement concluded between the Parties.

4. The Contractor reserves the right to change the specification of the Goods if required to comply with safety rules or other legal requirements. However, a change in specification may not materially affect their quality, performance, or intended use.

§5. Sale of Goods

1. Where the subject of the Agreement is solely the sale of Goods, the Contractor undertakes to sell and deliver the Goods to the Customer in accordance with the order, and the Customer undertakes to pay the agreed price in accordance with §7 and §8 and to collect the Goods in accordance with §9 of these GTC, unless the Agreement provides otherwise.

2. The sale of Goods is carried out on the basis of written or email orders submitted by the Customer. The order should contain a full specification, i.e., quantity and name of the Goods, price, and date and place of collection.

3. The costs of collection of the Goods are borne by the Customer unless the Agreement provides otherwise. The Parties may agree that the Contractor will deliver the ordered Goods to the place

indicated by the Customer for additional remuneration to be agreed in the Agreement.

4. The Contractor undertakes to exercise due diligence in performing its obligations related to the provision of Services.

§6. Service

1. If the subject of the Agreement is the servicing of Goods, such servicing, at the Customer's discretion, consists of:

1.1. carrying out necessary repairs by the Contractor including replacement of required component parts of the Goods in accordance with the order – in the event that the Contractor delivers defective Goods or their components to the Customer, or delivers other non-defective used Goods or their components – provided that the Customer returns its defective Goods or components.

1.2. In the cases referred to in the previous point, the Customer is obliged to pay the agreed price in accordance with §7 and §8 and to collect the Goods in accordance with §9 of these GTC, unless the Agreement provides otherwise.

2. In the case referred to in point 1(b) of this paragraph, the Customer is obliged to deliver its defective Goods or their parts in accordance with the Contractor's recommendations and instructions, provided that the Customer will be charged the full price of other non-defective used Goods if:

2.1. the Customer does not deliver its defective Goods to the Contractor within 7 days from the date of reporting the need for Service,

2.2. the defective Goods provided by the Customer prove impossible to repair, which the Contractor will inform the Customer about by email.

3. In the cases referred to in point 1 of this paragraph, the costs of collection of the Goods are borne by the Customer unless the terms of the Agreement concluded between the Parties provide otherwise. In particular, the Parties may agree that the Contractor will deliver the ordered Goods to the place indicated by the Customer for additional remuneration to be agreed by the Parties in the Agreement.

§7. Price

1. Prices of Goods and Services provided by the Contractor are communicated to the Customer in an Offer addressed directly to the Customer and apply on the date the Offer is provided, until the Contractor gives written notice of a change.

2. Any price changes may be made only by written or email agreement and accepted by the Contractor.

3. The Contractor reserves the right to change prices and to inform the Customer in writing each time before sale and delivery if the price change results from causes beyond its control, including increased delivery costs, changes in exchange rates, changes in customs and tax costs, materials required for production or prices of the Contractor's suppliers providing the Goods.

4. Unless the Parties agree otherwise in the Agreement, prices include packaging costs.

5. The Contractor reserves the right to grant percentage or fixed discounts to Customers for specific Goods and Services. The Contractor decides on the discounts granted.

6. Prices stated in the Offer are net prices and do not include VAT, excise duty, sales taxes or similar charges imposed and collected by the competent tax authorities, which the Customer is required to pay to the Contractor.

§8. Payment and settlement terms

1. Where the subject of the Agreement is only the sale of Goods without delivery, the Customer is obliged to pay the price for the Goods no later than upon collection from the Contractor. The Contractor undertakes to inform the Customer about the possibility of collecting the Goods and to issue a VAT invoice for the sale.

2. Where the subject of the Agreement is the sale of Goods with delivery, the Customer is obliged to pay the price to the bank account and within the deadline indicated by the Contractor on the VAT invoice. The Parties may agree on another form and deadline of payment based on written arrangements expressed in the Agreement. The payment deadline is in all cases specified in days and counted from the date of issuing the VAT invoice.

3. Where the subject of the Agreement is Service, the Customer is obliged to pay the price for the performed repair to the bank account and within the deadline indicated by the Contractor on the VAT invoice. The Parties may agree on another form and deadline of payment based on written arrangements expressed in the Agreement. The payment deadline is in all cases specified in days and counted from the date of issuing the VAT invoice.

4. The Contractor may request from the Customer a certificate confirming solvency. During order execution, the Contractor may suspend the order until the Customer provides such certificate, in particular if the Contractor has justified doubts as to the Customer's solvency.

5. The Contractor may request an advance payment from the Customer, especially where the sale includes delivery of Goods, up to 100% of the price of the Goods, if the Contractor has justified doubts as to the Customer's solvency.

6. If the Contractor requests an advance payment, the Customer is obliged to pay it within 3 business days to the bank account indicated by the Contractor on the basis of a pro forma invoice.

7. The Parties may agree on other payment terms under a separate Agreement. Such Agreement may be concluded in writing or by email.
8. The day of payment is considered the day on which the full equivalent of the price for the service provided is credited to the bank account indicated by the Contractor on the issued VAT invoice.
9. Until all payments required under the Agreement are made by the Customer, the Goods remain the property of the Contractor, regardless of who is in possession of them, subject to the provisions of §10 of these GTC.
10. The Contractor reserves the right to charge maximum statutory interest in the event of payment delay by the Customer, even if the Contractor has not suffered any damage and the delay was due to circumstances for which the Customer is not responsible.
11. For valid reasons, the Contractor may defer the payment deadline, provided that a deadline that has already expired cannot be deferred. The decision to grant a deferral of the payment deadline lies with the Contractor.
12. If a Customer using a deferred payment deadline delays payment, or if payment on time is doubtful due to their financial situation, the Contractor is entitled to suspend performance of the services despite prior confirmation of the terms. In such a case, the Contractor may withdraw any preferential payment terms granted to the Customer.
13. If the Goods are damaged or if the Customer discovers defects before the deferred payment deadline, initiating a complaint procedure does not release the Customer from the obligation to pay the price on time.
14. If the Customer falls into arrears on payments due under more than one VAT invoice, the Contractor has the right to allocate any payment made by the Customer under any VAT invoice first to default interest and then to the oldest due principal. This provision excludes the debtor's right referred to in Article 451 §1 of the Civil Code.
15. The Customer is not entitled to set-off against the Contractor.
16. To implement the provisions of the Agreement, the Customer authorizes the Contractor to send VAT invoices by email. If the Customer wishes to use paper invoices, a written instruction changing this point is required.

§9. Delivery and collection terms

1. The Contractor provides services to the Customer within the territory of the Republic of Poland. In the case of delivery of Goods outside the country, shipping costs will be determined individually with the Customer each time.

2. Delivery is carried out by the Contractor to the place indicated by the Customer in the Agreement. Delivery also means informing the Customer about the possibility of collecting the Goods at the place and time indicated by the Contractor based on the Agreement. Each time, the Parties determine whether the Customer will collect the Goods themselves or whether the Goods will be shipped by the Contractor via a courier company.
3. The delivery date is specified in the Agreement and is binding on the Parties. However, the Contractor reserves the right to deliver the Goods earlier or later for reasons beyond its control, after duly informing the Customer.
4. Deliveries of Goods are considered timely if the Contractor informs the Customer of its readiness to deliver on the agreed date.
5. The delivery deadline is extended accordingly in the event of an obstacle that prevents or significantly hinders delivery for which the Contractor is not responsible, e.g. force majeure.
6. Any changes to the delivery date due to reasons beyond the Parties' control or attributable to the Contractor or the Customer should be communicated immediately to the other Party in order to agree a new delivery date.
7. Changes to the delivery date attributable to the Contractor or the Customer or to reasons beyond their control should be agreed in documentary form, if possible.
8. If the Parties cannot agree a new delivery date or the date is too distant, either Party is entitled to withdraw from the Agreement while covering the costs incurred by the other Party or returning them in connection with the failure to perform the Agreement.
9. If the Customer does not collect the Goods at the specified place and time, the Contractor may place the Goods in storage at an appropriate location at the Customer's risk. Costs related to storage and possible insurance are borne by the Customer.
10. The Contractor is not liable for delivery of the Goods at a time other than indicated in the Agreement. This applies to situations where the delay is the Customer's fault or due to reasons beyond both Parties' control.
11. If the Customer requires delivery to the owner of the company, a member of the Management Board, or another authorized person, the Customer is obliged to inform the Contractor of this fact when concluding the Agreement.
12. Upon delivery of the Goods by the Contractor, the benefits and burdens related to the Goods as well as the risk of accidental loss or damage pass to the Customer.
13. If the Parties agree that the Contractor will deliver the Goods to the Customer via a courier company, the Customer is obliged to check the shipment in the presence of the courier and, in

case of damage, prepare an appropriate report. If the Customer neglects this obligation, the Contractor is not responsible for damage to the Goods arising during transport.

§10. Retention of title

1. Until ownership is transferred to the Customer, the Customer remains the possessor of the Goods, which obliges them to exercise special care during storage and use. The Customer is obliged to protect the Goods against possible damage and eliminate any risk related to damage to the Goods or their components.
2. The actual transfer of ownership of the Goods to the Customer occurs at the moment the Customer pays the full price for the Goods and at the time specified by the Contractor. Until then, the legal owner of the Goods remains the Contractor.
3. The risk of damage or loss of the Goods passes from the Contractor to the Customer at the moment of:
 - 3.1. actual delivery of the Goods to the place and time agreed by the Parties in the Agreement after confirmation of receipt by the Customer,
 - 3.2. actual delivery of the Goods to the place and time agreed by the Parties in the Agreement without confirmation of receipt by the Customer,
 - 3.3. placement of the Goods in an alternative location due to lack of collection by the Customer.
4. In the event of non-payment by the Customer within the specified deadline, the Contractor reserves the right to demand the return of the Goods and compensation if the Goods have been used or damaged, in particular where the value of the returned Goods is lower than the amount the Customer should have paid for the Goods received.

§11. Warranty

1. Goods offered by the Contractor are covered by a warranty. The warranty is granted for 12 months (except for used goods, for which a 6-month warranty is granted), counted from the date of issue of the VAT invoice, and concerns solely the proper operation of the Goods, i.e. operation consistent with the manufacturer's description and specification.
2. During the warranty period, under the terms specified in this paragraph, if a defect in the Goods is detected, the Contractor's obligations consist in providing free service repair or, at the Contractor's discretion, replacing the Goods with another item constituting its equivalent or, if no equivalent is available, a substitute. If repair of the Goods is not possible and no equivalent/substitute is available, the Customer shall receive a refund of the price paid.
3. If the sold Goods have defects, the Customer is obliged to inform the Contractor of that fact within 3 business days from detection of the defect, under pain of losing claims on that basis. For

validity, the notification must be made in writing, by email or by fax. The Customer is obliged to deliver the complained-about Goods to the Contractor at their own expense. Shipment of the Goods should take place within 7 days from the date of filing the complaint.

4. The Contractor is obliged to examine the complaint within 21 business days.

5. If the complaint proves unfounded, the Contractor may charge the Customer the costs related to examining the complaint, including travel, expert opinion and testing costs.

6. Within the offered warranty, if the Customer's notification is justified, the Contractor undertakes to begin removing defects within 7 business days from the date of examination of the complaint, using for this purpose, at its own discretion and if necessary, replacement, repair or other measures. If these measures prove insufficient, the Contractor may also provide the Customer with spare parts needed to remove the defect.

7. The Customer bears the risk connected with the use of the Goods. The Contractor shall not be liable for loss of expected benefits or costs incurred resulting from the use or inability to use the Goods under the granted warranty.

8. The Contractor is liable for defects resulting only from causes inherent in the sold Goods.

Damage arising after the sale from other causes is not covered by the warranty, in particular:

8.1. resulting from improper use, assembly, reconfiguration, maintenance, storage or transport,

8.2. caused by random events such as fire, flood, acts of war, terrorist attack, natural disaster, or as a result of damage not attributable to the Contractor, including chemical and mechanical damage,

8.3. resulting from damage caused by improper completion.

9. The warranty expires in the event of third-party interference with the structure of the Goods, in particular in the event of breaking or damaging security seals placed on the Goods. This applies in particular to repairs of the Goods carried out by entities other than the Contractor at the Customer's request.

§12. Liability for physical defects

1. If defects are found in the delivered Goods, the Customer is obliged to inform the Contractor of that fact within 3 business days from the date of detection of the defect, under pain of losing claims on that basis. For validity, the notification should be made personally, in writing, by email or by telephone.

2. Submitting a complaint does not entitle the Customer to withhold payment for the Goods or any part thereof.

3. The Customer is obliged to return the complained-about Goods to the Contractor's address.

4. The Contractor is obliged to examine the complaint within 21 business days. Within that

period, the Contractor will also inform the Customer about the further procedure.

5. When submitting a complaint, the Customer may demand:

5.1. repair of the Goods,

5.2. replacement of the Goods with defect-free Goods,

5.3. reduction of the price.

6. If the complaint is considered justified, the Contractor may comply with the Customer's request as to the method of removing the defect or, in justified cases, remove the defect in another way, and where this is not possible, return to the Customer an amount equivalent to the price of the Goods. The Contractor and the Customer may also agree on another method of carrying out the complaint procedure and obtaining appropriate compensation; in that case, after obtaining the agreed compensation, the Customer shall be excluded from demanding further compensation.

7. If the complaint proves unfounded, the Contractor may charge the Customer the costs related to examining the complaint, including transport costs.

8. The Customer should use the Goods in accordance with their intended purpose and with the operating instructions.

9. The Contractor shall not be liable for defects arising as a result of improper use of the Goods, improper storage thereof, acting without appropriate knowledge of the Goods, as well as intentional damage to them.

10. In particular, the Customer is not entitled to make a complaint in situations where:

10.1. the Customer or a third party used the Goods contrary to their technical parameters, instructions for use, properties, or construction practice,

10.2. the defect arose as a result of improper assembly or commissioning of the Goods, if those activities were performed by the Customer or a third party at their request,

10.3. the Customer or a third party independently made changes to the Goods.

11. The Contractor has the right to refrain from satisfying the Customer's claims under the complaint until all overdue receivables owed by the Customer to the Contractor have been settled.

12. Rights under statutory warranty for physical defects expire one year after the date on which the Goods were delivered to the Customer.

13. In matters concerning the Contractor's liability for defects in the sold Goods, the provisions of the Civil Code concerning statutory warranty for physical and legal defects shall apply accordingly, subject to the provisions of this paragraph.

§13. Withdrawal from the Agreement

1. The Contractor is entitled to withdraw from the Agreement in whole or in part in the event that:

1.1. the Customer fails to make payment within the deadline specified in §8(1)-(3) and (5) of these GTC or within the deadline specified by the Parties in the Agreement,

1.2. the Customer fails to provide all information necessary for performance of the Agreement,

1.3. for reasons beyond the Contractor's control relating to the manufacturer of the goods, the Contractor will not be able to perform the Agreement in whole or in part, or will not be able to perform the Agreement within the agreed deadline. In such a case, the Contractor shall not be liable to the Customer for any resulting damage consisting of lost benefits (*damnum emergens*), including it shall not be obliged to pay any damages to the Customer.

2. If the Customer fails to perform the obligations set out in §13 section 1(a), (b), the Contractor may:

2.1. cancel the order for the Goods,

2.2. suspend delivery of the Goods,

2.3. suspend the provision of any services to the Customer related to performance of the Agreement,

2.4. pursue due amounts through amicable proceedings,

2.5. pursue due amounts through court proceedings.

§14. Limitations of liability

1. The Contractor shall be liable for damage caused to the Customer by non-performance or improper performance of the Agreement, unless the non-performance or improper performance of the Agreement results from circumstances for which the Contractor is not at fault.

2. The Contractor's liability for damages and thus the amount of the Customer's claim may not exceed the value of the Services provided.

3. The Contractor shall not be liable to the Customer for loss of profits or any indirect losses, damages, costs and other dues incurred by the Customer in connection with the Contractor's performance of its obligations related to the provision of Services.

4. The Customer releases the Contractor from liability for damage, costs and expenses incurred in connection with the loss of or damage to any equipment, including equipment belonging to third parties, in connection with actions of the Customer or its employees related to delivery of the Goods by the Contractor.

5. The Contractor shall not be liable for delays in delivery of the Goods or for the Customer's losses towards third parties in connection with delivery, in particular if they do not result from causes attributable to the Contractor.

6. The Contractor's liability is excluded in the event of death or bodily injury caused by improper

use of the Goods by the Customer.

7. The Contractor shall not be liable to third parties for any unlawful actions of the Customer while using the ordered Goods.

8. The Contractor shall not bear financial liability towards the Customer or third parties in the event of loss of profit and deterioration of the Customer's company's financial condition in connection with the Agreement being performed.

9. The Contractor shall not be liable towards the Customer, its employees or third parties for the Customer's failure to exercise due diligence when using the delivered Goods.

10. If impossibility of performance by the Contractor occurred as a result of force majeure, the Customer shall have no claims for compensation for damage resulting from non-performance, incomplete performance or late performance of the Agreement. The Contractor is obliged to immediately inform the Customer of events that caused full or partial impossibility or delay in performance of the Agreement.

11. The Contractor shall not be liable towards the Customer for damage arising during transport carried out by third parties.

§15. Confidentiality

1. The Customer undertakes to keep confidential the detailed conditions of cooperation connected with the concluded Agreement and the Services provided by the Contractor.

2. The Contractor undertakes to use the information and documents obtained only to the extent necessary for proper and due provision of Services.

3. The Parties undertake to protect and not disclose Confidential Information to third parties without the explicit written instruction of the other Party or its written consent.

4. Confidentiality applies during the term of the Agreement and for a period of 10 years after its termination, regardless of the manner of its termination.

5. The above does not apply to cases connected with resolving possible disputes between the Parties, insofar as this is intended to protect their interests.

6. The Parties undertake in particular to:

6.1. not disclose Confidential Information to third parties,

6.2. not use Confidential Information for purposes other than those provided for in these GTC or the Agreement concluded between the Parties,

6.3. not copy or make Confidential Information available.

7. Section 6 of this paragraph also applies to employees, subcontractors and persons remaining in a cooperation relationship with the Customer.

8. The Customer is responsible for maintaining confidentiality by its employees, subcontractors and any other persons remaining in a cooperation relationship with the Customer.

9. The Parties may disclose Confidential Information:

9.1. to their employees and subcontractors if this is necessary for proper performance of the Agreement,

9.2. to state authorities if they express interest in obtaining information regarded as confidential,

9.3. to third parties if such a possibility is provided for in the Agreement concluded between the Parties or in these GTC.

10. In the event of breach by the Customer of the provisions of this paragraph, the Customer shall be responsible for repairing the damage suffered by the Contractor as a result of that breach, in accordance with generally applicable law.

§16. Personal data protection

1. The Customer's personal data (and that of its employees, if it acts through them) are processed by the Contractor solely for the purpose of proper performance of the concluded Agreement, fulfillment of legal obligations, and performance of the Contractor's legitimate interests as the controller of personal data.

2. Detailed information concerning protection of the Customer's personal data can be found in the Privacy Policy document.

§17. Copyright

1. Any content and graphic signs made available on the Contractor's website are subject to legal protection arising from personal and economic copyright, which belong directly to the Contractor or have been used with the consent of third parties holding such rights.

2. Copying and distributing the above content without the written consent of the Contractor or a third party holding rights thereto is prohibited. This applies in particular to all written content, as well as photographs and other graphic materials.

3. Use of the above-mentioned materials without the written consent of the Contractor or a third party holding rights thereto is unlawful and may constitute grounds for initiating civil and criminal proceedings against those engaging in such conduct.

§18. Final provisions

1. The Parties undertake to exercise due diligence during performance of the concluded Agreements.

2. The Parties undertake to inform each other of any change of address, telephone and fax number, email address and any other data necessary for performance of the Agreement within 3

business days from the occurrence of such change. In the event of failure to comply with this obligation, all correspondence, including invoices sent to the previous address, telephone number, fax number or email address, shall be deemed effectively delivered.

3. The Parties consider information delivered if it reaches a Party via post, courier, directly with confirmation of receipt, as well as information sent via electronic means of communication, telephone, fax or email.

4. In matters not regulated by these GTC, generally applicable provisions of law shall apply.

5. Provisions of these GTC inconsistent with law or recognized by final court judgments as inconsistent with law lose their binding force. The above does not, however, exclude application of the remaining provisions contained in the GTC.

6. The Parties may exclude some provisions of the GTC by virtue of arrangements and Agreements concluded in writing for a specific event.

7. Agreements concluded by the Contractor supplement these GTC and, unless they provide otherwise, do not exclude application of these GTC.

8. These GTC are governed and interpreted in accordance with generally applicable law in the Republic of Poland.

9. Any disputes arising from performance of agreements between the Contractor and the Customer shall be resolved primarily amicably. However, if the dispute is not resolved amicably, the court having jurisdiction over the Contractor's registered office shall have jurisdiction to resolve the dispute.

10. The Customer may pursue claims against the Contractor through court proceedings only after exhausting the complaint procedure.

11. These GTC are effective from 15.07.2019.