

GENERAL TERMS AND CONDITIONS OF THE SALE OF GOODS AND SERVICES

for entrepreneurs, effective in the Company

Przedsiębiorstwo Usług Technicznych „FIRMUS” Sp. z o.o.

1. General provisions

1.1 The following General Terms and Conditions for the Sale of Goods and Services specify the principles under which the Company operating under the name Przedsiębiorstwo Usług Technicznych "FIRMUS" Sp. z o. o., seated in Olkusz, sells goods and provides services to Buyers who are entrepreneurs, as indicated in accepted orders or concluded contracts.

1.2 These General Terms and Conditions of Sale of Goods and Services are valid for each order received from the Buyer, and accepted for execution by the Seller.

2. Definitions

2.1 The following definitions shall mean:

a) **Seller** or **Firmus** – the company operating under the name Przedsiębiorstwo Usług Technicznych "FIRMUS" Sp. z o. o., seated in Olkusz, at ul. Wspólna 21, 32-300 Olkusz, entered in the Register of Entrepreneurs of the National Court Register under the KRS number: 000212063, whose registration files are kept by the District Court in and for Kraków - Śródmieście in Kraków, XII Commercial Department of the National Court Register, using the Tax ID Number [*NIP*]: 6372027412 and Company Reg. *REGON*]: 356849739, with a company capital of 250.000,00 PLN;

b) **Buyer** – an entity conducting business activity and being an entrepreneur within the meaning of the Entrepreneurs' Act of 6 March 2018 (Journal of Laws of 2018, item 646), and the other party to a sale agreement concluded with Firmus, in accordance with these General Terms and Conditions of Sale of Goods and Services;

c) **Parties** – the Seller and Buyer;

d) **General Terms and Conditions** or **GTC** – These General Terms and Conditions of Sale of Goods and Services;

e) **Agreement** – a contract for the sale of goods or for the provision of services (within the meaning of the Act on Value Added Tax), concluded between the Parties, in accordance with these General Terms and Conditions of Sale of Goods and Services together with the provisions contained in a submitted Offer or Order or agreed upon individually between the Parties;

f) **Offer** – a document issued by the Seller and addressed to the Buyer, containing custom-made provisions for the given Buyer, in particular, the data listed in point 3.2 below, constituting an offer within the meaning of Article 66 Section 1 of the Civil Code;

g) **person empowered** – a person authorized to make declarations of will on behalf of the Seller or the Buyer, in accordance with the rules of company representation and the provisions of Polish law, in particular of the Code of Commercial Companies and the Civil Code, including any person who has been granted the relevant power of attorney. This term should also include any and all persons acting without authorization or who have exceeded their scope of authority, but the party on behalf of which they acted confirmed the validity of the concluded contract, in accordance with Article 103 of the Civil Code.

h) **Order** – a document submitted by the Buyer, containing the data listed in point 3.3 of these General Terms and Conditions, confirming the provisions of the Offer.

3. Offers and orders

3.1 The agreement shall be concluded in such a way that the Seller presents to the Buyer an Offer in which specified are the issues specified in point. 3.2 below, and the Buyer, within the time specified in the Offer, confirms its receipt and the conditions presented by submitting an Order containing the elements specified in point. 3.3 below. The moment of conclusion of the Agreement is when the Order has arrived at the Seller in such a way that he could become familiar with its contents or if the Order is submitted in electronic form (e.g. by e-mail) when it was entered into the means of electronic communication in such a way that the Seller may become acquainted with its contents. The Seller confirms the receipt of the Order, and thus the conclusion of the Agreement in writing, via fax or e-mail. Confirmation of the Order means that the Seller has received the order and accepted it for execution.

3.2 The Offer as defined in point 3.1 above, contains individualized provisions for a specific Buyer, including in particular:

a) designation of the Seller, especially their name legal form, address of the registered office, designation of the competent Registry Court, KRS and Tax ID Number [*NIP*], share capital, in accordance with current registration data;

b) progressive number of the Offer given by the Seller;

c) price for goods or a service;

d) specification of the item of goods or service along with the trade name or alphanumeric symbol;

e) the amount of goods or the type of service ordered;

f) in the case of services - the type and origin of the material from which the subject matter of the contract is to be made, in particular, whether it is to be a material from the Seller or from the Buyer;

g) lead time;

h) place and conditions of delivery and of receipt of goods or services;

i) payment date and payment terms and conditions, including whether an advance payment or pre-payment is required;

j) time in which the Offer is binding;

k) name and surname and signature of the person authorized to issue the Offer.

3.3 The order is placed by the Buyer and should contain the following data:

- a) the Buyer's name, including his name, including - if he is an individual entrepreneur - name and surname, designation of the legal form of business, exact address, Tax ID Number [NIP], and if the Buyer is a commercial law company, association, foundation or other entity subject to registration in the National Court Register - KRS number, designation of the relevant Registry Court, name, surname and function of the person or persons authorized to represent the Buyer, as well as other information required by the law;
- b) the number of the Seller's offer;
- c) confirmation of the terms and conditions specified in the Offer, including in particular:
 - specification of the item of goods or service along with the trade name or alphanumeric symbol resulting from the content of the offer, commercial information or other materials made available by the Seller;
 - price for the item of goods or service and payment terms and conditions;
 - the amount of goods or the type of service ordered;
 - the date of the contract;
 - place and conditions of delivery and receipt of goods or services;
- d) signature of the person authorized to place the Order.

3.4 The offer and the Order should be made in writing and can be sent to the address of the seat of the other Party or as a scan to the e-mail address of the other Party.

3.5 In the case, inapplicable are the provisions regarding the submission of offers in electronic form, in accordance with Article 661 Section 4 of the Civil Code (exclusion in the case of submitting offers by e-mail or similar means of individual remote communication).

4. Canceling the order, stopping the transaction

4.1 Canceling the order by the Buyer is allowed only in exceptional cases, and only by agreement of the Parties, with prior written determination of the terms and conditions of canceling the order with the Seller.

4.2 The Seller reserves the right to charge the Buyer with actual costs that have arisen until the cancellation – but not exceeding the value of the order.

4.3 The Seller may refrain from the sale or provision of a service in the event of any doubts as to the accuracy of the data contained in the documents, lack of payment in accordance with the payment conditions and terms agreed and required in the offer, including failing to make an advance payment or down payment on the order.

5. Prices, advance or down payment

5.1 The prices given in the Offer by the Seller are "ex-works" net prices, to which the value added tax will be added (VAT).

5.2 The price quoted in the Offer does not include the costs of packaging, insurance, assembly, transport and shipping, unless expressly stated otherwise.

5.3 The Seller has the right to demand from the Buyer an advance payment or a down payment against the order so as to secure future receivables. The reservation of advance payment or down payment must be clearly specified in the content of the Offer.

6. Conditions and terms of payment

6.1 The Buyer is obliged to pay the amount due for the sale of the goods, services within the time specified in the VAT invoice issued by the Seller, unless the Parties expressly agreed otherwise in writing, under pain of nullity.

6.2 If the Buyer fails to settle the payment within the prescribed period, the Seller is entitled to charge contractual interest for each day of delay, in an amount of 10% per annum..

6.3 Failing to settle the payment within the period specified in the invoice will authorize the Seller to stop deliveries of goods or providing services and to suspend the execution of orders already accepted. The Seller may make the execution of a new order placed by the Buyer, who is in arrears with payments or does not pay an invoice on time, dependent on an advance payment for the Buyer's new order.

6.4 Filing a complaint does not release the Buyer from the obligation to pay for the goods on time.

7. Reservation of ownership

7.1 The Seller reserves the ownership to the subject matter of sale until the Buyer pays the entire sale price, including additional costs as agreed between the Parties.

7.2 The moment of payment is the moment of crediting the total price for the commodity to the Firmus bank account.

7.3 The handover of the subject matter of sale will take place at the time and place specified in the offer. The costs of handover of the subject matter of sale are charged to the Buyer. Along with the subject matter of sale, the Seller will issue to the Buyer a document confirming the receipt (WZ [material release receipt] or specification).

7.4 From the moment of delivery of the subject matter of sale onwards, the Buyer shall be held responsible in case of danger of losing or damaging the subject of sale.

7.5 The Buyer is obliged to report immediately to the Seller any claims made or in case any action is taken by third parties against the goods whose property was reserved for the Seller and did not pass to the Buyer, including to the extent which enables filing a counterclaim or complaint against actions which might be adopted by a court executive officer. The costs of the enforcement action or complaints against a court executive officer as well as other expenses sustained for removing the effects of actions adopted by third parties and taking necessary actions to recover the goods shall be borne by the Buyer, unless these costs are refunded by third parties.

8. Delivery and collection of goods

8.1 The Goods will be issued and picked up within the time limit set by the Parties, however this requires an explicit written confirmation from the Seller.

8.2 The costs of delivering and collecting the goods are charged to the Buyer.

8.3 The Seller is not liable for any lack of possibility or delay in the delivery of the goods, if this is caused by force majeure or other events beyond the Seller's reasonable control, which could not be foreseen when concluding the contract.

8.4 Whenever the date of delivery cannot be met, the Buyer will be informed about the expected new deadline for its receipt.

8.5 Any postponement of the delivery date does not constitute grounds for canceling the order. The Seller is not liable for any damage caused in connection with the postponement of the delivery of the goods, unless it results from a deliberate action of the Seller.

8.6 In the event of a delay in the delivery of the goods, the Seller is obliged to take appropriate steps to release them as soon as possible.

8.7 In the event of a delay in the receipt of the subject matter of the contract by the Buyer, the Seller may return the item for storage at the expense and risk of the Buyer.

8.8 The Buyer remains in default, in particular, if he does not indicate an objectively justified reason for which the receipt at a given time was not possible.

8.9 In the event of a delay in the receipt of goods by the Buyer, the Seller may charge him with a contractual penalty in the amount of 25% of the value of the goods. The Seller may, on general terms, claim damages to an extent to which the damage suffered by him exceeds the contractual penalty charged to him.

8.10. The Seller is not liable for damages (indirect or direct) caused by the operation of the logistic operator (forwarder).

8.11. The Insurance covering any event of damage during transport is provided only at request and expense of the Buyer.

9. Receipt of services performed

9.1 In the case when the subject matter of the contract is the provision of services, the Seller will notify the Buyer of the date of their performance. The notification may be sent by post to the address of the Buyer's office, either by e-mail to the e-mail address or by fax to the number provided by him. The Buyer is obliged to acknowledge immediately the receipt of the notification by making use of one of the possibilities given in the previous sentence.

9.2 The Buyer is obliged to pick up the completed subject matter as contracted. The acceptance of the subject matter of the contract will take place on the date as specified in the Offer or if no deadline is fixed - immediately after receiving the notification of the completion of the order.

10. Warranty

10.1 In the event of a defect in the subject matter of the contract made between the Parties, the Seller shall, at its own discretion, repair or replace the subject matter of the contract with a new one, free from defects and within the time limit set by Firmus. If the defect regards only an item of the contract which might be replaced with a non-defective item, the Seller shall provide the Buyer with a replacement item, free of defects, within the deadline fixed by Firmus, and the Buyer shall replace it by himself. The Parties exclude other rights of the Buyer referred to the provisions of the Civil Code on warranty, unless the defectiveness of the subject matter of the contract results from a deliberate action of the Seller or the defect of the subject matter of the contract has been insidiously concealed by the Seller..

10.2 The Seller's liability under the warranty clause is excluded in case the Buyer or third parties, for whose actions the Seller is not liable, have modified or otherwise interfered with the subject matter of the without the Seller prior consent. The Seller's consent should be given in writing under pain of nullity.

10.3 The Buyer is obliged to check the subject matter of the contract upon its receipt. If any defects in the subject matter of the contract are found, the Buyer should submit a complaint no later than within 7 business days of the date of receipt or, in the case of hidden defects of the date of their detection. If this deadline is not met, the Seller will be released from the obligations resulting from the warranty clause.

10.4 The Seller is not liable for any physical defect of the subject matter of the contract in case of its improper assembly or use incompatible with the technical parameters and functional properties, or in the event of improper transport or storage of the subject matter of the contract. The Seller shall not be liable, either, for any defective operation of the subject matter of the contract when the design of the subject matter of the contract was provided by the Buyer or made in accordance with his guidelines, and the execution of the contract was in line with this design and the Buyer's guidelines. In case of a defect in the subject matter of the contract made in accordance with the Buyer's instructions, the Seller may repair the subject matter of the contract at the Buyer's premises or, if the defect relates to a replacement item, the Seller may provide the Buyer with an item free from defects to be replaced by him.

10.5 The Seller may charge the Buyer for the costs resulting from the notification of a manifestly unjustified complaint. Manifestly unjustified complaints shall mean in particular:

- such complaints that eventually no defects were found,
- complaints related to the circumstances which, obviously and without the need to examine the subject matter of the contract, will not charge the Seller,
- defects whose existence was known to the Buyer while picking up the subject matter of the contract and against which he did not raise any objections,
- any circumstances for which the Seller's liability was excluded under the provisions of point 9.2 - 9.4 of the GTC or other contractual provisions between the Parties.

10.6 The Seller does not ensure the suitability of the subject matter of the contract for a particular application. The risk of the intended use and the application of the subject matter of the contract lies solely with the Buyer.

11. Confidentiality

11.1 The Buyer may not, without express consent of the Seller, disclose to third parties any confidential information obtained as a result of business contacts with the Seller.

11.2 Confidential Information means any and all technical, technological, organizational information or other information of economic value that is not publicly available, to which confidentiality has been reserved by the Party or resulting from the context of its disclosure, regarding the contract, the process of its negotiation and execution, and also regarding the Seller, his employees, associates and entities related by shares or persons, disclosed (irrespective of whether they were provided in writing, orally or by any other means, and whether directly or indirectly) by one Party ("Disclosing Party") to another Party (the "Receiving Party"), both before and after the date of conclusion of the Agreement.

11.3 The obligation of maintaining confidentiality also applies to cases when no Agreement is concluded between the Parties, and the contacts will end at the stage of negotiations. In this case, this obligation includes all information received or obtained by the Receiving Party during the negotiations.

11.4 No violation of the provisions of this section 10 of the GTC is any disclosure of information made by a Party in accordance with the requirements set out in the law.

11.5 The obligations referred to in 10.1-10.2 above do not apply to confidential information:

a) which on the day of concluding the Agreement or at any time after that date has been publicly available in a way different than due to a breach of the Agreement by the Receiving Party or persons to whom it was disclosed by the Party, including in particular the disclosure with prior written consent of the Disclosing Party;

b) if the Receiving Party can prove that such information was known to it from other sources, without the obligation to keep them secret and without breaching the Agreement;

c) which will be transmitted to the Receiving Party in any manner legally permitted by a third party, without any breach of contract;

d) which will be disclosed on the basis of legal regulations or binding resolution to any administrative body, court or office, or disclosed on the basis of regulations of the Polish or foreign securities market.

11.6 In case of a breach of the obligation of confidentiality, the Buyer will be required to pay a contractual penalty equal to the value of the entire order. The Seller may, on general terms, claim damages to an extent to which the damage suffered by him exceeds the contractual penalty he has been charged with.

12. Processing of personal data

12.1 As regards the protection of personal data, the Seller will send to the Buyer an information clause based on the provisions of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Regulation on Data Protection) (hereinafter referred to as "GDPR"). The information clause may be attached to the Offer or quotation.

13. Final Provisions

13.1 The General Terms and Conditions form an integral part of the agreement between the Parties.

13.2 The Buyer is responsible for obtaining all permits, licenses, proxies and observing any and all other legal provisions for conducting business in accordance with the law.

13.3 The Seller is not obliged to inform about changes to the content of the General Terms and Conditions. The updated General Terms and Conditions shall be issued at every request of the Buyer and can be found at www.put-firmus.pl.

13.4 These General Terms and Conditions with the Buyers are subject to the Polish law. All disputable issues related to the content or execution of the General Terms and Conditions or the contract will be resolved by Polish common courts competent for the registered seat of the Seller.

13.5 The Buyer is obliged to read the General Terms and Conditions before placing an Order. By submitting the Order, the Buyer accepts the provisions of these GTC.

13.6 These General Terms and Conditions shall apply from 14 February 2019 onwards.