

General Terms and Conditions of Sale of WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa [limited liability company limited partnership]

1. General Provisions

1.1. Definitions:

1.1.1. **GTCS** – the General Terms and Conditions of Sale of WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa [limited liability company limited partnership];

1.1.2. **Seller** - WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa [limited liability company limited partnership] with its registered office in Włocławek, ul. Łęgska 29/35, entered in the National Court Register (KRS) under No. 0000428590 by the District Court in Toruń, 7th Commercial Division of the National Court Register, NIP [Tax ID No.]: 888-02-00-266, BDO [Waste Database] reg. No.: 000010442;

1.1.3. **delivery of the GTCS** - shall take place at the moment of sending them to the Buyer in writing together with the Order Confirmation;

1.1.4. **making the GTCS available** - shall be the moment of sending them to the Buyer by email from the Seller's address: autosender@wikapolska.pl or from other addresses previously agreed with the Seller, if any, in such a way that the Buyer can get acquainted with their content;

1.1.5. **written form** - a message sent via email shall be considered equivalent to the written form referred to in Article 78 of the Civil Code, provided that it contains data duly identifying the sender (full name, position, telephone number) who uses an address containing the Seller's or the Buyer's company domain. A message sent by the Buyer to the Seller's numbers indicated in these GTCS shall have the effect of a written form only in the cases indicated below and shall require confirmation by the Buyer in writing at the Seller's first request;

1.1.6. **B2G** – Business-to-Government (relationship between the Seller, as an entrepreneur, and public sector entities);

1.1.7. **B2B** - Business-to-Business (relationship between the Seller and other entrepreneurs or professionals). An entrepreneur shall be understood as all persons and organisations, regardless of their legal form, who do not belong to the category referred to in Clause 1.1.6. above,

and are not consumers within the meaning of Article 22(1) of the Civil Code;

1.1.8. **Goods** - the Products and Services included in the Seller's current commercial offer, together with the Documentation and necessary software (meant as singular or plural depending on the context of use in particular clauses of these GTCS);

1.1.9. **Complaint Notification** - a notification made electronically using the form available on the Seller's website at <http://www.wikapolska.pl> in the "Service" tab. The prerequisite for an effective Complaint Notification is that the Buyer provides the Goods complained about, packaged in accordance with Clause 8.10. of these GTCS, and the proof of their purchase;

1.1.10. **Contract** - a sale transaction of the Goods concluded by way of the Order Confirmation in accordance with Clause 3.1. of these GTCS or in special cases, by signing a separate, bilateral agreement in writing;

1.1.11. **Civil Code** – the Act of 23 April 1964 - Civil Code (*consolidated text JoL RP of 2016 item 380, as amended*);

1.1.12 **Delivery** – delivery referred to in Clause 4.1 of the GTCS;

1.1.13 **Order** - the activities referred to in Clause 2 of the GTCS aimed at ordering the Goods;

1.1.14 **Customer** - a natural person, legal entity and organisational unit not being legal entity which has been granted the legal capacity by virtue of statutory law, who is ultimately going to place an Order to purchase Goods for personal use;

1.1.15 **Consumer** - a natural person making a legal transaction with the Seller which is not directly related to this person's economic or professional activity within the meaning of Article 22(1) of the Civil Code; to the extent referred to in Art. 385⁵, Art. 556⁴ and Art. 576⁵ of the Civil Code, the rights due to Consumers shall also apply to natural persons concluding a contract directly connected with their business activity, if it results from the wording of this contract that it is not of a professional nature for these persons, in particular as it is shown by the objects of these persons' business activity provided on the basis of the provisions on the Central Registration and Information on Economic Activity (CEIDG);

1.1.16 **Contracting Party** - a natural person, legal entity and organisational unit not being legal entity which has been granted the legal capacity by virtue of statutory law, who is ultimately going to place an Order for the purpose of reselling the Goods;

1.1.17 **Buyer** - a natural person, legal entity and organisational unit not being legal entity which has been granted the legal capacity by virtue of statutory law, who places an Order for purchase of the Goods;

1.1.18 **Order Confirmation** - a document constituting confirmation of the Order referred to in Clause 3.1 of the GTCS;

1.1.19 **Objection** - objections raised by the Buyer referred to in Clause 7.2 of the GTCS;

1.1.20 **Guarantee of Quality** - the guarantee of quality referred to in Clause 8.1 of the GTCS;

1.1.21 **Complaint** - a claim submitted in a Complaint Notification.

1.2. The following GTCS shall apply to all contracts concluded by the Seller, without territorial restrictions, in B2B and B2G relations (hereinafter referred to as "Contracts"), as well as to pre-contractual relations, if it follows directly from the content of the GTCS. The GTCS shall not apply to sales performed via online shops, where the terms and conditions of separate General Conditions for Online Sales apply. In relation to natural persons belonging to the B2B category, but covered by the regulation of Article 385⁵, Article 556⁴ and Article 576⁵ of the Civil Code, these GTCS shall apply with deviations resulting from mandatory provisions of law.

1.3. In the case of B2G Contracts concluded on the basis of the Public Procurement Law, the GTCS shall only be applicable if they form part of the Seller's written tender and do not contradict the requirements of the Public Procurement Law.

1.4. The General Terms and Conditions of Sale shall be binding upon the Buyer if delivered to the Buyer in writing or made available in electronic form at the latest upon conclusion of a Contract. If the Seller and the Buyer remain in regular commercial relations, the GTCS shall bind the Buyer without the need for their each time delivery/making available to the Buyer before the conclusion of each subsequent Contract, provided that they were properly delivered/made available before the conclusion of the first Contract. Any amendments to the GTCS shall cause the necessity to make them available again at www.wikapolska.pl, and if such amendments occur during the continuous contractual relationship, the Buyer shall have the right to terminate the Contract at the earliest notice.

1.5. Only the version of the GTCS delivered or made available to the Buyer together with an Order Confirmation shall be binding for a relevant Contract, subject to the case referred to in Clause 1.4. sentence 2

above. In the event of a discrepancy between the GTCS delivered or made available to the Buyer in the manner specified above and the content of the GTCS presented on the Seller's website: <http://www.wikapolska.pl>, in each case the GTCS delivered or made available to the Buyer together with the Order Confirmation shall be binding. In such a case, the terms and conditions presented on the website shall be for information purposes only.

1.6. The Seller shall not be bound by the terms and conditions of purchase/order applied by the Buyer to the extent to which they are contrary to the GTCS. As far as the rest of such terms and conditions is concerned, they may be binding upon the Seller if they have been confirmed by the Seller's duly authorised representatives in writing or in any other form appropriate for a given transaction prior to its conclusion.

1.7. Any deviations from the GTCS shall only be possible with the Seller's express consent, confirmed in writing by the Seller's duly authorised representatives.

1.8. In the event of any discrepancies between the provisions of individual documents for a given transaction, the Seller hereby determines their hierarchy, which shall be binding for both Parties:

- a. Contract (if concluded as a separate document);
- b. Order Confirmation by the Seller;
- c. GTCS;
- d. Buyer's Order.

1.9. Only persons disclosed as the Seller's representatives - according to the current content of the entry in the National Court Register (KRS), or other representatives of the Seller who hold powers of attorney granted by persons listed in the National Court Register in accordance with the principles of representation of the Seller, shall be authorised to sign Contracts on behalf of the Seller.

1.10. The GTCS shall not apply to contracts and commercial relations concluded with the Buyers by other WIKA Group entrepreneurs who apply their own terms and conditions of sale, even if they offer Goods and Services sourced from the Seller, unless something else results directly from the GTCS or the Seller has agreed to it in writing. In the case of joint deliveries carried out by several members of the WIKA Group, including the Seller, the possibility and scope of application of these GTCS shall be each time agreed with the Buyer in writing, under a separate agreement.

1.11. All authentic, i.e. developed by the Seller or upon its order, language versions of these GTCS shall have binding force, however, in the case of any interpretation doubts or disputes, the Parties shall apply the Polish language

version and interpret its provisions in accordance with the relevant Polish spelling and punctuation rules.

2. Orders

2.1. All Orders must be made in writing within the meaning of Clause 1.1.5 or otherwise null and void, and shall be subject to these GTCS.

2.2. The Buyer shall place Orders in writing, based on the commercial terms and conditions proposed to the Buyer by the Seller, to the following address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Włocławek, by email to: zamowienie@wikapolska.pl, alternatively in another form, or to other addresses/numbers previously agreed with the Seller.

2.3. Any and all catalogues, presentations, information, etc. of the Seller, including those bearing the features of an offer (including those marked with the name "offer"), addressed both to the general public and to a specifically designated Customer/Contracting Party, shall be of solely informative and non-binding nature for the Seller, constituting only an invitation to place Orders by Buyers, based on descriptions of the Goods and terms of Delivery, including prices, declared therein. In no case shall they constitute an offer within the meaning of Article 66 et seq. of the Civil Code, unless the Seller expressly agrees to such their treatment in writing.

2.4. In the case of placing Orders based on the Seller's invitation specified in a particular commercial document ("offer"), reference should be made to the number of such a document. The commercial terms and conditions presented by the Seller in the invitation to place Orders shall be developed for Orders that cover the entirety of the respective "offer". Any change in the type, parameters or quantity of Goods may result in a change of prices and other commercial terms and conditions.

2.5. Any possible enquiries shall be sent to the following address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Włocławek, or by email to: oferta@wikapolska.pl, alternatively in another form, or to other addresses/numbers previously agreed with the Seller.

2.6. In accordance with the Seller's sales policy, the Buyer may be redirected to be served by a distributor or other business partner of the Seller. The above provision shall not apply if such redirection could lead to restriction of competition (applies to Goods for which the Seller meets the criteria of being considered a dominant entity).

2.7. In the Order placed, the Buyer shall be obliged to make a statement whether the future Contract the Buyer proposes to conclude with the Seller will be directly related to the Buyer's business activity and whether it will have a professional nature for the Buyer. Failure to meet the obligation referred to above by the Buyer shall create a presumption of the Buyer's affirmative answer to both aforementioned questions, binding for both Parties to the future Contract. The Buyer's making a false statement as above shall not deprive the Seller of the right to independently examine the purpose of the concluded Contract and its nature for the Buyer, taking into account all relevant circumstances.

2.8. The Buyer who uses its representatives or employees when placing an Order shall be obliged to grant such persons the relevant powers of attorney/authorisations to submit offers and conclude Contracts with the Seller, and to communicate them to the Seller in writing prior to concluding the Contract, and to update them in due time. In the event of a breach of these obligations by the Buyer, or by the Buyer's representatives or employees, the offer made (Order) and the Contract concluded with the Buyer shall be valid and effective.

2.9. Notwithstanding the foregoing, the Buyer's representatives or employees who, for the purposes of placing Orders or concluding Contracts, use business telephone numbers (landline and mobile) belonging to the Buyer or business email addresses, in particular using a domain belonging to the Buyer, its name, trademark, abbreviation, etc., shall be deemed to be authorised to place Orders and conclude Contracts on behalf of and with effect for the Buyer, on a par with the persons acting on the business premises referred to in Article 97 of the Civil Code.

3. Order Confirmation/Contract

3.1. A Contract shall require the consent of both Parties expressed in writing and shall be concluded upon acceptance of an Order by the Seller, i.e. upon receipt of the Order Confirmation by the Buyer, or upon fulfilment of other terms and conditions of the Contract previously agreed between the Parties, unless the Parties have agreed otherwise.

3.2. Even if the Buyer places an Order on the basis of the Seller's terms and conditions that have the features of an offer, the mere placement of the Order shall not imply conclusion of a Contract, which shall occur in each case only upon Order Confirmation by the Seller. In the event of any discrepancy between the Seller's commercial terms and conditions specified in the invitation to place Orders, including the description of the Goods, and those contained in the Order Confirmation, the Order

Confirmation shall be binding, in accordance with the hierarchy of documents as per Clause 1.8. above.

3.3. If there are non-material differences between the contents of an Order and the Order Confirmation, the Contract shall come into effect on the terms and conditions specified in the Order taking into account the reservations contained in the Order Confirmation, unless the Buyer has indicated in the Order that it can only be accepted without reservations or immediately, no later than within 3 working days, objects to the inclusion of reservations in the Contract. In the case of material differences or the Buyer's condition or objection referred to above, the Contract shall come into effect only after they have been agreed by the Parties in writing or as a result of the Seller's Confirmation of the Buyer's modified Order.

3.4. If the Seller receives an Order or any other offer to conclude a contract within the scope of its business activity from a person with whom it has regular business relations (entrepreneur), the Seller's failure to immediately accept the offer (Order Confirmation) shall not be deemed its acceptance. The above shall not be precluded by a different reservation on the part of the Buyer, the essence of which would be imposing on the Seller the obligation to respond to the offer (Order) within a specified time limit under pain of considering it as accepted. The application of Article 68² of the Civil Code is hereby excluded.

3.5. The Seller excludes the possibility of implicit conclusion of a Contract in any case, which shall also apply to cases where it follows from custom applicable to a given business relationship or the content of the Buyer's offer that the Seller's statement of acceptance of the offer (Order Confirmation) is not required to reach the Buyer. In particular, the mere commencement of the Seller's performance of the Contract shall not be a confirmation of the conclusion of the Contract.

3.6. Once a Contract has been concluded, the Buyer shall not have the right to withdraw from it, except for the cases referred to in mandatory provisions of law. The total or partial termination of the Contract, including also restriction of the Delivery, shall require each time the Seller's consent given in writing through duly authorised representatives, under pain of nullity.

3.7. In the case of Contracts concluded at a distance or off-premises, the right to withdraw from such Contracts shall be granted to natural persons concluding a contract directly related to their business activity, if it follows from the content of such a contract that it is not of a professional nature for such persons, resulting in particular from the subject of their business activity.

3.8. The persons referred to in Clause 3.7 above may withdraw from the concluded Contract (at a distance or off-premises) without giving any reasons, within 14 days from the day on which the Buyer, or a person authorised to receive the Goods/Services, came into possession of them. The right of withdrawal shall not apply to Contracts:

a. for the provision of Services, if the Seller has performed the Service in full with the express consent of the Buyer who was informed prior to the commencement of the provision of this Service that after the Seller's performance, the Buyer would lose the right to withdraw from the Contract,

b. where the performance consists of Goods delivered in closed packaging bearing a seal, which cannot be sent back after the packaging has been opened because of healthcare concerns or for hygienic reasons, if the packaging has been opened after delivery,

c. where the performance consists of Goods which, owing to their nature, become inseparably connected to other products after delivery,

d. where the Buyer has expressly requested that the Seller come to the Buyer to carry out urgent repairs or maintenance,

e. where the performance (or part thereof) consists of sound or visual recordings or computer programs delivered in sealed packaging if the packaging has been opened after delivery.

3.9. The persons referred to in Clause 3.7 above shall bear the direct costs of returning the Goods to the Seller.

3.10. In order to exercise the right of withdrawal from a Contract concluded at a distance or off-premises, a person referred to in Clause 3.7 above shall inform the Seller about the decision to withdraw from the Contract by sending the relevant information to the address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Włocławek, or by email to: zamowienie@wikapolska.pl

3.11. In order to meet the time limit for withdrawal from a distance or off-premises Contract, it is sufficient to send the information concerning the withdrawal from the Contract before the expiry of the 14-day time limit.

3.12. In the case of withdrawal from a distance or off-premises Contract, the Seller shall return all payments received from the person referred to in Clause 3.7. above, including the costs of delivery, without delay, within no longer than 14 days from the day on which the Seller received information on the exercise of the Buyer's right

to withdraw from the Contract. The payment shall be refunded using the same means of payment as chosen in the Order Confirmation.

3.13. If a person referred to in Clause 3.7. above chose a method of delivery of the Goods other than the cheapest ordinary method of delivery made available by the Seller, the Seller shall not be obliged to reimburse this person for the additional costs incurred by him/her.

3.14. After a person referred to in Clause 3.7. above has exercised his/her right to withdraw from the Contract, he/she shall be obliged to return the delivered Goods to the Seller. The Goods shall be sent back to the following address: Wika Polska Sp. z o.o. Sp. K ul. Graniczna 7 87-800 Włocławek without delay, but no later than 14 days from the day on which the Buyer informed the Seller about the withdrawal from the Contract.

3.15. The Seller may withhold refund of the payment referred to in Clause 3.12. until the receipt of the returned Goods or until the receipt of the proof of sending them back, whichever is sooner.

3.16. A person referred to in Clause 3.7. above shall be liable for such diminution in the suitability of the Goods as results from using them in a manner other than that which was necessary to ascertain the nature, characteristics and functioning of the Goods, and the Seller may require the Buyer to pay the costs relating thereto.

4. Delivery

4.1. The Seller shall bear the costs of loading, transport and insurance, as well as risk of loss or damage/deterioration only until the moment of completion of loading of the Goods to the first carrier (FCA Włocławek according to INCOTERMS currently in force). At that moment, the delivery (hereinafter referred to as "Delivery") shall be completed, releasing the Seller from any further responsibility for transport and unloading of the Goods. If the Buyer fails to designate a carrier, which could jeopardise the performance of the Delivery on the terms and conditions set out in the Order Confirmation, this shall be tantamount to an implied authorisation for the Seller to order loading and further transport for and on behalf of the Buyer, at the Buyer's expense and risk, based on the Seller's internal calculation. The Seller shall in particular be entitled to choose the carrier, determine the date, method and place of loading, as well as the route of transport of the Goods, which shall not change the FCA Włocławek terms.

4.2. Order execution shall commence as soon as all technical and commercial doubts have been clarified, as

well as upon payment of the full advance by the Buyer, if such has been previously agreed by the Parties.

4.3. The Buyer shall examine the Order Confirmation in detail. In the event of any discrepancies, the Buyer shall notify the Seller in writing within 3 working days to the address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Włocławek, by email to: zamowienie@wikapolska.pl, alternatively in another form, or to other addresses/numbers previously agreed with the Seller.

4.4. The dates of Deliveries shall be counted from the date of expiry of the time limit referred to in Clause 4.3. of these GTCS. Deliveries shall be made without undue delay. The dates declared in the Order Confirmation may be subject to change according to circumstances which occur after acceptance of the Order by the Seller, and which may justify the change, including as a result of: action/omission of the Buyer itself, occurrence of other circumstances dependent on the Buyer or force majeure, in particular: fortuitous events, strikes, revolts, wars and the like, including states of emergency, acts of terror, fires, natural disasters, explosions, sabotages, breakdowns, as well as those resulting from the necessity to comply with orders of public authorities, laws and other regulations, or from conflicts with employees, lockouts or court orders, and other actions of public authorities independent of the Seller, as well as interruptions in the supply of utilities, other services, raw materials, materials, components and equipment necessary for the Order execution.

4.5. The Buyer's failure to notify the Seller as referred to in Clause 4.3 above shall mean that the Buyer assumes full risk of the transaction in question and shall not raise against the Seller any claims related to non-conformity of the Delivery with the Order. The above shall not deprive the Buyer of the possibility of raising claims and allegations on account of defects of the Goods, however, the Parties shall assess the legitimacy of such claims/allegations based on the content of the Order Confirmation.

4.6. If the Buyer exercises the option referred to in Clause 4.3 above, the Delivery shall be withheld until the procedure referred to in Clause 3.3 of these GTCS has been exhausted.

4.7. Unless the Buyer's Order expressly stipulates the requirement of Delivery in full (complete), the Seller shall have the right to make partial Deliveries.

4.8. Exceeding by the Buyer its credit limit or failure to pay any amounts due to the Seller on time shall entitle the

Seller to block the Order or withhold the Delivery of the Goods or the provision of Services, in whole or in part, at the Seller's discretion. The aforesaid Seller's rights shall apply to all Contracts concluded with the Buyer and shall continue until the aforesaid reasons for blocking or withholding cease to exist. In such cases, the previously agreed time limits for performance of Orders shall be extended accordingly.

4.9. Where it is not possible to complete the Delivery on time for any reason attributable to the Buyer, in particular if, having been informed that the Goods are ready for dispatch, the Buyer fails to ensure collection of the Delivery by the carrier, notwithstanding the entitlement referred to in Clause 4.1 above, the Seller shall have the right to place the Goods in a suitable storage point/warehouse at the Buyer's expense and risk. In such a situation, the Delivery shall be deemed to have been completed and the Buyer shall be obliged to pay for the Goods (fictitious Delivery). The Seller shall make available to the Buyer the documents enabling the Buyer to dispose of the Goods delivered in the above manner, in particular to collect them from the storage point. The Seller may withhold the aforementioned documents until the Goods have been paid for in full.

4.10. The Seller reserves the right to make changes in construction, material selection, specification and workmanship of the Goods, also after sending the Order Confirmation, provided that such changes serve the technical development of the products and are reasonable for the Buyer, and at the same time fully meet the Buyer's application needs and do not lead to changes in the agreed price. In such a case, the Seller shall notify the Buyer well in advance (adequate to the date of Delivery) of the reasonableness of making the respective modification. The Buyer shall then have the rights referred to in Clause 3.3 above.

5. Price and Payment Terms

5.1. The prices contained in any letters, price lists and information placed on the Seller's websites, including those entitled "offer", are for information purposes only, unless otherwise stipulated therein. The prices do not include tax on goods and services (VAT).

5.2. Only the prices contained in the Order Confirmation by WIKA Polska, which are the prices for the Goods released to the first carrier, taking into account loading, transport and insurance costs incurred by the Seller to that moment (FCA Włocławek according to INCOTERMS currently in force), shall be binding.

5.3. The price agreed in an Order Confirmation shall be a guaranteed price for a period of up to four months from

the date of such Confirmation. If the Delivery of the Goods is delayed beyond four months for any reasons attributable to the Buyer, the Seller reserves the right to unilaterally increase the price in proportion to the increase of the costs of production or Delivery of the ordered Goods - calculated for the time of their actual Delivery, of which the Buyer will be informed.

5.4. Unless otherwise specified in the Order Confirmation, the price shall also include packaging costs. Packaging or other packaging materials shall not be returnable except in cases where such an obligation arises from mandatory provisions of law. The Buyer reselling the Goods to the market(s) of third countries shall be responsible for paying fees and completing all procedures related to introducing packaged Goods to such market(s), releasing WIKA Polska from liability in this respect to the maximum extent permitted by applicable laws and regulations.

5.5. Payment shall be made in full in PLN, unless the Parties have previously agreed otherwise in writing, within the payment term indicated in the Order Confirmation. The date of payment shall be the date on which the Seller's bank account is credited.

5.6. The payment term indicated in the Order Confirmation shall, as a rule, not exceed 60 days, unless otherwise agreed by the Parties as an exception to this rule, in particular bearing in mind that the Seller is a large entrepreneur within the meaning of Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions (this reservation shall have the effect of the Seller's statement referred to in the aforesaid Article), and provided that setting a longer term is not grossly unfair to the Seller. The above shall also apply by analogy to any reciprocal pecuniary performances of the Buyers.

5.7. If the Buyer is making the first transaction with the Seller, the condition for commencement of Order execution shall be submission of the Buyer's current company formation documents (NIP [Tax ID No.], REGON [National Business Reg. No.], extract from the National Court Register (KRS), certificate of entry to the Central Registration and Information on Business (CEIDG) - printout or electronic document). If the entries in the aforementioned documents change, the Buyer shall update them to the Seller on an ongoing basis.

5.8. Notwithstanding any other rights under these GTCS, the Seller shall retain the right to charge statutory interest for delay in commercial transactions on any outstanding amounts, at the rate applicable during the period of occurrence of the delay, and in addition the right to the lump-sum collection costs in accordance with Article 10 of the Act on Counteracting Excessive Delays in Commercial Transactions. For the avoidance of any

doubts, it is agreed that one commercial transaction, or part thereof within the meaning of Article 10(3) in conjunction with Article 11(2)(2) of the Act on Counteracting Excessive Delays in Commercial Transactions, shall be the performance documented by each separate invoice issued by the Seller.

5.9. The Buyer may be granted a credit limit in an amount determined by the Seller in writing. The Seller shall have the right at any time to unilaterally and freely decide to cancel, revoke or change the amount of the credit limit granted.

5.10. The submission of a complaint by the Buyer, regardless of the method/regime and basis, shall not suspend the obligation to pay for the Goods/Service. If the Seller accepts the complaint, the amount to be refunded shall be transferred to the bank account indicated by the Buyer.

6. Force Majeure

6.1. In the event of circumstances beyond the control of either Party, such as in particular: fortuitous events, strikes, revolts, wars, acts of terror, fires, natural disasters, explosions, sabotages, breakdowns, or arising from the need to comply with orders from public authorities, legislation and other legal regulations or from conflicts with employees, lockouts or court orders, the performance of the Contract shall be suspended in whole or in the relevant part until the above circumstances cease to exist. The Parties undertake to inform each other immediately of the occurrence of such circumstances and their effects on the Contract.

6.2. If the suspension of the performance of the whole or part of the Contract due to force majeure lasts for more than 3 months, either Party shall be entitled to immediately withdraw from the Contract or to terminate it without any negative consequences for that Party, upon written notification to the other Party. What the Parties have rendered to each other to date shall be returned insofar as and to the extent that the purpose of such performance has not been achieved.

6.3. For the Seller, circumstances equivalent to force majeure within the meaning of Clause 6.1. above shall also be deemed to include circumstances relating to its suppliers and cooperating parties, in particular suppliers of utilities (electricity, water, gas, telecommunication services, etc.), raw materials, materials, components and equipment necessary for the Order execution.

7. Transfer of Risk and Ownership

7.1. Risk of loss, theft, misplacement or destruction of, damage to, or deterioration of the Goods, as well as the

risk of any damage arising from their possession and use, shall pass to the Buyer upon their loading onto any means of transport of the first carrier (including the fictitious Delivery referred to in Clause 4.9. above).

7.2. The Buyer shall be obliged to ensure quantitative and qualitative acceptance of the Goods, which shall also include their examination in the manner customary for Goods of a given type, upon their loading or no later than within 7 days from the date of Delivery. Within the next 7 days, the Buyer shall be entitled to raise Objections to the Delivery, in which the Buyer shall indicate the type of defects or non-conformity with the Contract, together with the date and circumstances of their revealing, and document them in an appropriate manner, under pain referred to in Article 563 of the Civil Code, unless there is a case referred to in Article 556⁵ of the Civil Code. Objections shall be handled by the Seller without undue delay, and in relation to natural persons concluding the Contract directly related to their business activity, when it follows from the content of this Contract that it does not have a professional nature for such persons, within 14 days, under pain referred to in Article 561⁵ of the Civil Code. In the case of positive verification of Objections, the Seller shall immediately repair, replace or supplement the delivered Goods.

7.3. The absence of Objections within the time limit specified above shall mean that the Seller's liability for the Goods is limited to the liability under the Guarantee of Quality referred to in Chapter 8 of these GTCS. The above shall not exclude the rights of Consumers and persons equal to Consumers under the provisions of the applicable law.

7.4. Quantitative shortages, as well as insignificant, removable physical damage to the Goods shall not entitle the Buyer to withdraw from the Contract in whole or in part, except for the Seller's failure to perform its obligations set forth in Clause 7.2. of the Contract. If the damage proves to be material, the Seller shall have the right to withdraw from the Contract, provided that the cost of repair is abnormally high in relation to the value of the damaged Goods.

7.5. Ownership of the Goods/Services shall pass to the Buyer only upon payment of 100% of the price of the Goods/Services, regardless of the form of payment chosen.

8. Guarantee of Quality

8.1. The Seller excludes its liability under warranty for defects for the sold Goods to the maximum extent permitted by currently applicable laws or customs having the force of law, or guidelines resulting from binding case-

law, and shall remain solely bound by the following conditions of the Guarantee of Quality.

8.2. The Seller shall grant the Guarantee of Quality for the Goods sold, ensuring their correct, i.e. compliant with the specifications, user manual or other Documentation, use by any legal user, under the conditions referred to in this Chapter of the GTCS. The Guarantee of Quality shall be valid in all countries where the Seller conducts its commercial activity. The Guarantee of Quality shall only cover Goods purchased by their user, - with whom the defect/malfunction has become apparent, - as new, unused.

8.3. The period of the Guarantee of Quality for the Goods supplied by the Seller shall be 24 months counting from the date of the Seller's invoice issued to the first Buyer.

8.4. The Guarantee of Quality shall cover defects caused by errors in construction or workmanship or defects in material (defects arising from reasons inherent in the Goods sold). The Seller shall not be liable under the Guarantee of Quality if a defect results from improper use or application of the Goods, and in particular is related to infringement of the rules of their proper operation, maintenance, storage and handling, as well as installation and assembly - specified in the user manual or other Documentation provided to the Buyer or customary for Goods of a given type, including those resulting from generally accepted technological principles (according to the current state of knowledge).

8.5. The Guarantee of Quality shall not cover any patent defects that the Buyer could have discovered - with due diligence - at the time the Goods were handed over to the Buyer, in particular by fulfilling the obligation to accept and examine them, referred to in Clause 7.2. above.

8.6. As part of the Guarantee of Quality granted, the Seller shall ensure: 1. free of charge rectification of defects found during the use of the Goods by the Buyer (repair); or 2. replacement of the defective Goods with new ones free of defects; or 3. return of the price of the Goods in which defects have been found, in whole or in part, in such proportion to the price of the Goods resulting from the Contract as the value of the Goods with defects remains to the value of these Goods without defects. The choice of the method for rectifying defects in the Goods shall be at the Seller's option. If rectification of defects in the manner specified above would be excessively difficult, time-consuming or would expose the Seller to unquantifiable costs, the Seller may withdraw from the Contract by making appropriate statement to the Buyer no later than within 7 days from the date of receipt of the Complaint Notification.

8.7. The Buyer shall submit complaints in the form of a Complaint Notification, the minimum content of which shall include data identifying the Goods, including: obligatory fields in the electronic form (possibly also information referred to in Clause 10.2. below, if applicable), and the quantity of the Goods affected by the defect(s), description of defects, date and circumstances of their becoming apparent.

8.8. The current Complaint Notification form is available on the Seller's website at <http://www.wikapolska.pl> in the "Service" tab. A Complaint Notification must be sent electronically without delay, no later than within 7 days from the date the defect became apparent, under pain of losing rights under Guarantee, with the exception of cases referred to in Clause 8.11.

8.9. The condition for handling a complaint is that the defective Goods are sent back to the point of acceptance of Complaint Notifications indicated by the Seller, in packaging labelled according to the guidelines, through the carrier indicated by the Seller. The Seller shall bear the transport costs "to" and "from" the Complaint Notification acceptance point. In the event that the complaint is not accepted, the Seller shall be entitled to charge the Buyer with the costs of transport of the Goods. The Seller shall provide and cover the cost of return transport of repaired or replaced Goods to the Buyer only if the Complaint is accepted. If, due to the type of Goods or the way in which they are installed, their delivery would be excessively difficult, the Buyer shall make the Goods available at the place where they are located. In such a case, the Seller shall collect the Goods complained about on its own, or consider the complaint and rectify the defects at that place.

8.10. The Buyer shall deliver the Goods complained about in the WIKA's original, undamaged factory packaging, duly protected, under pain of losing rights under the Guarantee, unless the destruction/damage of the packaging is a normal consequence of the purchase and use of the Goods. In the latter case, the Buyer shall be obliged to provide replacement packaging, adapted to the type, dimensions and condition of the Goods, ensuring 100% functionality of the original packaging.

8.11. In relation to the Goods distributed through other entrepreneurs: importers, distributors, wholesalers, intermediaries, etc., the Buyer shall deliver the Goods complained about, together with a proof of their purchase (invoice, receipt or equivalent document), to the point where they were purchased, and shall meet the other conditions of the Guarantee of Quality, as specified in this Chapter of the GTCS. In the case of liquidation of the point where the Goods were purchased, both the Complaint Notification and the defective Goods, together

with the proof of their purchase, shall be delivered to the Seller in accordance with the terms of this Chapter of the GTCS.

8.12. The Seller may at any time reject acceptance of the Goods complained about indicating their connection with hazardous substances, unless it is a device manufactured by the Seller or on its order.

8.13. Arbitrary repairs and alterations by or on behalf of the Buyer are not permitted and shall result in the loss of rights under the Guarantee.

8.14. The Seller shall be obliged to handle a Complaint within 14 working days from the date of its effective receipt, however, no earlier than within 14 working days from the date of fulfilment by the Buyer of all conditions referred to in this Chapter of the GTCS. The exceptions are the complaints the handling of which requires an analysis by an external unit (located outside the Seller's premises). In such cases, the Seller shall handle the Complaint within 14 working days from the date of receiving such an analysis, however, no later than within 1 month from the date of filing the Complaint by the Buyer and fulfilment by the Buyer of all obligations referred to in this Chapter of the GTCS.

8.15. In the case of acceptance of the Complaint, rectification of the defects/malfunctions of the Goods shall be carried out immediately, within the time limit taking into account the type and size of defects and the manner of their rectification, including, without limitation, specific conditions of repair or replacement of the Goods. In the case of repair, the Seller shall have full freedom to appoint the persons/entities responsible for carrying out the repair and to choose the repair technology.

8.16. After the expiry of the Guarantee period or in the event of non-acceptance of the Complaint, the Seller shall provide standard post-warranty services against payment (in accordance with the currently applicable price list), including calibration of the Goods, which are subject to the terms and conditions of these GTCS as Services.

9. Hazardous Substances

9.1. In the course of returning Goods, including those complained about, returned due to withdrawal from the Contract, handed over to the Seller for post-warranty repairs and calibrations, etc., the Buyer undertakes to strictly comply with the currently applicable regulations on hazardous preparations.

9.2. Equipment which is filled with hazardous materials or reacts shall be packed and labelled by the Buyer accordingly, and the Buyer shall indicate in the Complaint

Notification the connection with hazardous substances and, if necessary, attach a safety data sheet in accordance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, or other currently applicable legislation.

9.3. In the case of violation by the Buyer of regulations on hazardous substances or obligations arising from these GTCS in the said scope, the Seller shall be entitled to compensation covering the entirety of the losses and lost benefits to the extent of any consequences of such violation.

10. Intellectual Property Rights

10.1. Any and all intellectual property rights the Seller has in the Goods and Services offered by it, including their software and documentation, and in particular any plans, cost estimates, designs or other technical documents, as well as commercial materials, including catalogues, folders, brochures, photos, descriptions, etc., are the sole property of the Seller or are used by the Seller under a license granted by an authorised entity and shall not be transferred to the Buyer together with the Goods/Services or their Documentation or Software.

10.2. Together with a purchase of the Goods, the Buyer shall obtain a non-exclusive license to use the rights referred to in Clause 10.1. above to such an extent and in such fields of exploitation as is necessary for the proper use of the Goods for their intended purpose or for their resale. The use of these rights by the Buyer may not lead to violation of the Seller's legitimate interests and, in cases of doubt, must be agreed with the Seller on a case-by-case basis. Copying the Documentation and copying or multiplication of the Software code or translation of its form, as well as making them available to any third parties or using them for any other purpose than the use of the purchased Goods for their intended purpose shall require each time a separate consent of the Seller (or any other authorised entity) granted in writing, except for cases referred to in mandatory provisions of law.

10.3. The Buyer may not transfer the licence referred to in Clause 10.2. above to other persons, unless it is necessary for resale of the Goods or their transfer to a third party under a different legal title, provided that such a person agrees to be bound by the provisions of this Chapter of the GTCS.

10.4. On the terms and conditions referred to in these GTCS, the Seller shall indemnify the Buyer against any liability, costs and damages incurred by the Buyer, up to

the value resulting from any infringement or up to the full Contract Price (at the Seller's discretion), in connection with any claim for infringement of patent, industrial design, trademark or copyright made after the conclusion of the Contract and resulting from the use or resale of the Goods/Services by the Buyer. The Seller shall not bear the aforementioned liability in cases where:

- a. such infringement is the result of the Seller's compliance with the Buyer's design or instructions/directions/guidelines, or the use of the Goods in a manner or for a purpose or in a country not permitted by or not disclosed to the Seller prior to the conclusion of the Contract, or is related to the use of other equipment/devices/products/software/documentation for which the Seller is not responsible;
- b. the Seller, at its own expense, ensures the Buyer's right to use the Goods/Services to the extent disputed by the third party, or modifies or replaces the Goods/Services so that the infringement does not occur.

10.5. The Seller shall not be liable to the Buyer in the situations referred to in clause 10.4. above also in cases where:

- a. the Buyer has failed to notify the Seller in writing (without delay) of claims or threats of claims made against the Buyer by a third party, and/or the Buyer has not allowed the Seller to conduct or has materially impeded any judicial or amicable proceedings related to such claims or threats of claims;
- b. the Buyer has previously, without the Seller's written consent, stated anything which could adversely affect the Seller's position in relation to any claims or threats of such claims or proceedings arising therefrom;
- c. the Goods/Services and/or their Documentation or Software have been modified in any way without the Seller's prior written consent.

10.6. By placing an Order, the Buyer implicitly declares that no designs or instructions/directions/guidelines (assurances) given by the Buyer to the Seller will result in the infringement of any intellectual property rights by the Seller in the performance of the Contract. The Buyer agrees to indemnify the Seller, at the Buyer's expense, against any and all charges on this account, as well as against any costs and damages that the Seller may incur or will incur as a result of complying with such assurances.

11. Limitation of Liability

The Seller's aggregate liability towards the Buyer for all damages, claims and other demands relating to or arising from the concluded Contract (including on a recourse basis) shall not exceed the Contract Price. Notwithstanding the foregoing, the Seller's liability shall not include: loss of profits, loss of contracts, loss of use, loss of data or consequential or indirect losses, or any loss or damage of any kind whatsoever resulting from any cause whatsoever, except as provided for in these GTCS. This provision shall not apply in the cases referred to in Articles 576¹- 576⁵ of the Civil Code.

12. Personal Data Protection

12.1. The Seller shall be the controller of the personal data of the Buyer, the persons authorised to represent the Buyer and the persons appointed to contact/Contract performance. Personal data shall be processed by the Seller:

- a. in the case of the Buyer, in order to:
 - take action prior to the conclusion of the Contract and to conclude and perform the Contract,
 - fulfil the Seller's legal obligations (tax and accounting, archiving) related to the concluded Contract, resulting in particular from the Accounting Act and the Act on Tax on Goods and Services,
 - exercise or defend against possible claims, on the basis of the Seller's legitimate interest,
 - conduct marketing and commercial activities, including surveys on the Seller's products and services, on the basis of the Seller's legitimate interest or on the basis of consent(s) separately granted by the data subject,
 - monitor and document activities undertaken by the Seller, on the basis of the Seller's legitimate interest consisting in ensuring internal accountability and proper supervision of the communication process (e.g. providing answers/offers);

b. in the case of persons authorised to represent the Buyer and the persons appointed to contact/Contract performance, in order to:

- verify the scope of authority of the persons authorised to represent the Buyer, based on the Seller's legitimate interest,
- conduct correspondence, provide answers to enquiries in connection with the established business relations or maintain ongoing contact in connection with the conclusion of the Contract, on the basis of the Seller's legitimate interest, or in the case of data provided voluntarily - on the basis of consent,

- exercise or defend against possible claims, on the basis of the Seller's legitimate interest,
- conduct marketing and commercial activities, including surveys on the Seller's products and services, on the basis of the Seller's legitimate interest or on the basis of consent(s) separately expressed by the data subject,
- monitor and document activities undertaken by the Seller, on the basis of the Seller's legitimate interest consisting in ensuring internal accountability and proper supervision of the communication process (e.g. providing answers/offers);

12.2. The provision of data by data subjects is voluntary, however, in the case of conclusion of a Contract/conducting correspondence on the initiative of the Buyer, persons authorised to represent the Buyer or persons appointed to contact/Contract performance, it is necessary for the fulfilment of these purposes.

12.3. As a rule, the Seller obtains data from data subjects, but it may happen that it obtains data (to the extent of data enabling contact or related to the interest in the Seller's offer, or to the extent of data disclosed in public registers) from other sources, e.g. from the data subject's employer or entity represented by the data subject, or from other entities, including WIKA Group companies (e.g. data obtained at international fairs), or from public registers.

12.4. The processed personal data will be transferred to entities that perform activities in support of the Seller's operations on behalf of the Seller (WIKA Polska spółka z ograniczoną odpowiedzialnością SGF sp. k., ul. Kawka 6, 87-800 Włocławek, providers and maintainers of IT systems and email hosting services - in particular WIKA Alexander Wiegand SE & Co. KG, Alexander-Wiegand-Straße 30, 63911 Klingenberg/Germany, distributors, postal/courier companies, law firms, providers of data protection services, document shredding companies), as well as may be passed on to entities that demonstrate a need to access the data, including those authorised to receive the data by law. The Seller also intends to transfer the processed personal data to Switzerland, which is a third country within the meaning of the Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, the so-called GDPR. The European Commission has issued a decision stating an adequate level of protection in that country.

12.5. Personal data shall be stored by the Seller, depending on the purposes of the processing:

- a. for the period of performance of the Contract and thereafter for the period indicated by law or

until the expiry of the limitation period for claims,

- b. in other cases, for the period of communication and then for the period of ensuring internal accountability and proper supervision of the actions taken.

The data retention period may be reduced as a result of the acceptance of an objection or revocation of consent.

12.6. Data subjects shall have the right to:

- a. access the personal data,
- b. rectification of data - if incorrect or incomplete,
- c. data erasure or restriction of the processing (in specific cases),
- d. data portability (in specific cases),
- e. object to the processing of their personal data on grounds of their particular situation (in specific cases) or to the processing for marketing purposes,
- f. lodge a complaint with the President of the Personal Data Protection Office,
- g. withdraw, at any time, their consent to the data processing, where the withdrawal of consent shall not affect the lawfulness of the processing performed on the basis of consent prior to its withdrawal (consent may be withdrawn by sending appropriate information to the contact addresses provided below).

12.7. Personal data shall not be used by the Seller to make automated decisions (i.e. without human involvement), including profiling, in relation to data subjects.

12.8. In matters relating to the processing of personal data, you may contact the Seller using the address details provided in the GTCS (Definitions) (and additionally by email at: info@wikapolska.pl), or the Data Protection Officer appointed by the Seller - by regular mail, to the Seller's address with the note: "Data Protection Officer", or by email at: ochrona.danych@wika.com.

12.9. The Buyer undertakes to immediately inform all persons involved in the conclusion and performance of the Contract of the contents of this Clause 12.

13. Final Provisions

13.1. Unless the Parties have agreed otherwise in writing, all customised tools and resources purchased by the Seller for the execution of the Order shall remain its sole property, even if the Seller has transferred the cost of their purchase to the Buyer.

13.2. For the purpose and to the extent necessary for the conclusion and performance of a Contract, the Seller shall be entitled to use data concerning the Buyer, in particular

information constituting the Buyer's trade secret within the meaning of Article 11(2) of the Act on Combating Unfair Competition.

13.3. The Seller shall have the right to insure any transactions (Contracts) with the Buyer and to disclose the necessary data of the Buyer to the insurer for this purpose, to which the Buyer hereby gives its consent.

13.4. In the case of unilateral termination of the Contract or its non-performance or improper performance by the Buyer, the Buyer shall indemnify the Seller against any damage resulting therefrom, without limitation as to amount.

13.5. In the case of invalidity of any provision of these GTCS on any legal grounds, the GTCS shall be binding in the remaining scope and the Contract itself shall remain valid and effective.

13.6. The Buyer shall be entitled to assign the rights and transfer the obligations resulting from the Contract concluded with the Seller, in particular those described in these GTCS, only with the Seller's express prior consent granted in writing under pain of nullity.

13.7. The headings of individual Chapters, Clauses and sections of these GTCS shall serve only for reference purposes and shall not affect the interpretation of the Contract.

13.8. All declarations, notifications, claims and demands related to the Contract must be made in writing, unless otherwise stipulated in these GTCS.

13.9. Both these GTCS, as well as the Contract itself, shall be interpreted in accordance with the laws of the Republic of Poland, excluding the provisions of the United Nations (Vienna) Convention on Contracts for the International Sale of Goods (CISG).

13.10. Any and all disputes arising out of or in connection with the Contract shall be subject to the jurisdiction of the Polish courts and shall be resolved by the court competent for the Seller's registered office, however, the Seller shall retain the right to institute proceedings against the Buyer according to the jurisdiction and competency established on the basis of the Buyer's registered office or place of residence, or other place of business of the Buyer.