

# WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa

## General Terms and Conditions of Sale

### 1. General Provisions

#### 1.1. Definitions:

1.1.1. **GTCS** – General Terms and Conditions of Sale of WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa

1.1.2. **Seller** – WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa with its seat in Wrocław at ul. Łęgska 29/35, entered into the National Court Register (KRS) under the KRS number: 0000428590 by the District Court in Toruń, VII Commercial Division of the National Court Register, Tax Identification Number NIP: 888-02-00-266.

1.1.3. **GTCS delivery** – the GTCS are deemed to be delivered as of the moment they are sent in writing to the Buyer along with an Order Acceptance; 1.1.4. **GTCS release** – the GTCS are deemed to be released as of the moment they are sent to the Buyer via electronic mail from the Seller's following address: [autosender@wikapolska.pl](mailto:autosender@wikapolska.pl) (or, possibly, from other addresses previously agreed with the Seller) in a manner which allows the Buyer to acquaint themselves with the contents.

1.1.5. **Written form** – form equivalent to the written form referred to in Article 78 of the Civil Code shall mean a message sent via electronic mail on the condition that it contains data properly identifying the sender (first and last name, position, telephone number) and uses an address with a company domain of the Seller or the Buyer. A message sent by the Buyer via facsimile to the Seller's numbers quoted in these GTCS has the effects of the written form only in the cases presented below and requires the Buyer's confirmation in writing upon the Seller's first request.

1.1.6. **B2G** – Business-to-government (relationship between the Seller being an entrepreneur and public sector entities).

1.1.7. **B2B** – Business-to-business (relationship between the Seller and other entrepreneurs / professionals). An 'entrepreneur shall signify all persons and organisations irrespective of their legal form, which do not fall into the category described in point 1.1.5. above and which are not consumers pursuant to Article 22<sup>1</sup> of the Civil Code.

1.1.8. **Goods** – Products and Services available in the Seller's current sales offer together with the Documentation and the necessary software (in singular or plural form, depending on the context of use in particular points of these GTCS).

1.1.9. **Guarantee Claim** – a claim made in writing or in equivalent electronic form with the use of a form available at the Seller's web site <http://www.wikapolska.pl> under the 'Service' tab. A Guarantee Claim is only deemed effective when the Buyer delivers the faulty Goods packaged in accordance with point 8.10. hereof along with a proof of purchase. 1.1.10. **Contract** – Goods sale transaction concluded by means of Order Acceptance pursuant to point 3.1. hereof or, in special cases, by means of signing a separate, two-page long written agreement.

1.1.11. **Civil Code** – the Civil Code Act of 23 April 1964 (Journal of Laws No. 16 item 93 as amended).

1.2. The following GTCS apply to all contracts concluded by the Seller, without any territorial limitations, in relations of B2B and B2G (hereinafter referred to as 'Contracts'), and to pre-contractual relationship provided that is expressly evident from the GTCS's contents. The GTCS do not apply to sales carried out through online shops, where separate Terms and Conditions of Online Sale pertain.

1.3. In case of B2G Contracts concluded pursuant to the Public Procurement Act, the GTCS apply only if they are part of the Seller's written offer and are not conflicting with the requirements of the Public Procurement Act.

1.4. The General Terms and Conditions of Sale are binding upon the Buyer provided that they have been delivered to the Buyer in writing or released in electronic form at the moment of the Contract conclusion at the latest. If the Seller and the Buyer maintain a permanent trade relationship, the GTCS are binding upon the Buyer without the necessity of having them delivered/released to the Buyer each time prior to the conclusion of every subsequent Contract on the condition that they had been properly delivered/released before the first Contract was concluded. Nevertheless, every significant amendment to the GTCS affecting the Parties' rights and obligations necessitates a re-delivery/re-release hereof and, should it occur during the continuing term of the Contract, the Buyer shall have the right to terminate the Contract under the shortest notice.

1.5. For a given Contract, the only binding version of the GTCS is the one delivered or released to the Buyer along with the Order Acceptance, except for the situation mentioned in point 1.4. sentence 2 above. In case of discrepancies between the GTCS delivered/released to the Buyer in the above manner and the contents of the GTCS presented on the Seller's web site: <http://www.wikapolska.pl>, in each case the GTCS delivered/released to the Buyer along with the Order Acceptance shall prevail and be binding. In such a case, the terms and conditions presented on the web site are for information purposes only.

1.6. The Seller shall not be bound by the terms and conditions of sale/orders utilised by the Buyer to the extent in which they are contradictory with the GTCS. The Buyer's terms and conditions may be binding upon the Seller to the remaining extent if they are confirmed by duly authorised representatives in writing or in another form suitable for a given transaction.

1.7. Any exceptions from the GTCS are only possible on the condition of the Seller's explicit consent confirmed in writing by the Seller's duly authorised representatives.

1.8. In case of discrepancies between the provisions of particular documents for a given transaction, the Seller decides the following hierarchy binding upon the Parties:

- a) the Contract (when concluded in the form of a separate document);
- b) Order Acceptance issued by the Seller;
- c) the GTCS;
- d) the Buyer's Order.

1.9. Only persons declared as the Seller's representatives may sign Contract on the Seller's behalf, the representatives being the persons listed in the current entry to the National Court Register or other representatives having the proxy given by the persons listed in the National Court Register entry, pursuant to the Seller's representation rules.

1.10. The GTCS shall not apply to contracts and trade relationships entered into with the Buyer by other entrepreneurs from the WIKA Group who apply their own terms and conditions of sale, even when they are offering Goods

and Services originating from the Seller, unless otherwise explicitly resulting from the GTCS or unless the Seller has agreed in writing. In the case of joint deliveries executed by several members of the WIKA Group including the Seller, the possibility and scope of applying these GTCS shall be each time negotiated with the Buyer in writing as a separate agreement.

1.11. All authentic language versions of the present GTCS, i.e. the versions prepared by the Seller or on their order shall be binding, however, in case of any interpretation doubts or disputes, the Parties shall refer to the Polish language version and shall translate its provisions in accordance with respective spelling and punctuation rules of the Polish language.

### 2. Orders

2.1. All Orders shall be null and void unless made in writing and are subject to the present GTCS.

2.2. The Buyer makes an Order in writing pursuant to the trade terms and conditions offered by the Seller to the following address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Wrocław, or by electronic mail to the address: [zamowienie@wikapolska.pl](mailto:zamowienie@wikapolska.pl), or by facsimile to the number +48 (54) 2301104, or possibly in a different form or to different addresses/numbers previously agreed with the Seller.

2.3. All catalogues, presentations and other such materials of the Seller, including those having the characteristics of an offer (as well as bearing the name 'offer') aimed at both the general public and the particular Client/Counterparty, are purely for information purposes and are not binding upon the Seller, only serving as an invitation for the Buyers to make Orders based on the descriptions of Goods and Delivery terms and conditions (prices included) declared therein. In no case shall the above consist an offer pursuant to Article 66 and the subsequent articles of the Civil Code, unless the Seller explicitly agrees to this in writing.

2.4. When making an Order based on the Seller's trade terms and conditions specified in a particular sales offer, the number of the offer should be quoted. The trade terms and conditions presented by the Seller in the offers are given of the Orders including the full extent of a given offer. Any amendments to the type, parameters or the number of the Goods can result in a change of prices and other trade terms and conditions

2.5. All offer enquiries should be made to the following address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Wrocław, or to the electronic mail address: [oferta@wikapolska.pl](mailto:oferta@wikapolska.pl), or via facsimile to the number +48 (54) 2301104, or possibly in a different form or to different addresses/numbers previously agreed with the Seller.

2.6. In accordance with Seller's sales policy, dealer or other Seller's business partner may redirect Buyer to the service. Aforementioned provision shall not apply if such redirection could lead to restricting the competition (applying to Goods regarding which Seller meets criteria for recognition as a dominant entity).

### 3. Order Acceptance/Contract

3.1. The Contract requires both Parties' written consent and is concluded at the moment the Seller accepts the Order, i.e. at the moment the Buyer receives the Order Acceptance, or as of the day other contractual requirements previously agreed between the Parties are met, unless the parties decide otherwise.

3.2. Even if the Buyer places an Order pursuant to the Seller's terms and conditions which have the characteristics of an offer, the mere fact of placing an Order does not signify that a Contract has been concluded, with this happening each time only when the Seller issues an Order Acceptance. In case of any discrepancies between the terms and conditions of the Seller's sales offer (including discrepancies in the Goods description) and the terms and conditions included in the Order Acceptance, the Order Acceptance shall prevail and be binding, in accordance with the hierarchy of documents' importance as per point 1.8. above.

3.3. In case of insignificant differences between the contents of the Order and of the Order Acceptance, the Contract comes into effect pursuant to the terms and conditions specified in the Order with consideration for the reservations made in the Order Acceptance, unless the buyer has indicated in the Order that it can only be accepted without reservations or if the Buyer objects to including the reservations into the Contract immediately, no later than within 3 working days. In case of significant differences or if the Buyer proposes a condition or an objection as specified above, the Contract comes into effect only once the Parties reach an agreement in writing, or as a result of the Seller issuing an Acceptance of the Buyer's modified Order.

3.4. If the Seller receives an Order or a different Contract offer within the framework of the Seller's business from a person with whom they maintain a continuous trade relationship (an entrepreneur), the failure to immediately accept the offer (Order Acceptance) by the Seller shall not be interpreted as the acceptance of the offer. This is not excluded by any different reservations made by the Buyer that would impose upon the Seller an obligation to respond to the offer (Order) within a given period of time, the failure to do so being equivalent to accepting the offer (Order).

3.5. The Seller excludes the possibility of an implied Contract conclusion in all cases, which also pertains to the situations where a custom or the Buyer offers contents relevant to a particular trade relationship would entail that it is not required for the Buyer to receive the Seller's offer acceptance declaration (Order Acceptance). In particular, the Seller's very act of commencing the execution of the Contract does not constitute a confirmation of the Contract conclusion.

3.6. Once the Contract is concluded, the Buyer may not terminate it except for the cases provided for by the mandatory provisions of law. A complete or partial termination of the Contract, including the limitation of Delivery, requires the Seller's written consent given each time through duly authorised representatives.

### 4. Deliveries

4.1. The Seller shall bear the costs of loading, transport and insurance, as well as the risk of losing or damaging/deteriorating only until the loading of the Goods for the first carrier (FCA Wrocław pursuant to the INCOTERMS currently in force) is completed. At that moment, the Delivery is deemed completed, thus releasing the Seller of further liability for the transport and the

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unloading of the Goods. If the Buyer does not designate a carrier, which could jeopardise the Delivery execution pursuant to the terms and conditions specified in the Order Acceptance, it shall be equivalent to granting the Seller an implied authorisation to order the loading and further transport of the Goods for and on behalf of the Buyer, at the Buyer's cost and risk, pursuant to the Seller's internal calculations. The Seller shall be entitled in particular to select the carrier, specify the date, manner and place of loading as well as the route of the Goods' transport, yet this does not modify the terms and conditions of FCA Włocławek.

4.2. The execution of the Order commences at the moment any technical and trade doubts are cleared, and after the Buyer pays the full amount of the advance if such a payment has been previously agreed by the Parties.

4.3. The Buyer is obliged to study the Order Acceptance in detail. In case of any discrepancies, the Buyer is obliged to notify the Seller about them in writing within 3 working days at the following address: WIKA Polska spółka z ograniczoną odpowiedzialnością spółka komandytowa, ul. Łęgska 29/35, 87-800 Włocławek, or via electronic mail at the address: [zamowienie@wikapolska.pl](mailto:zamowienie@wikapolska.pl), or via facsimile at the number +48 (54) 2301104, or possibly in a different form or at different addresses/numbers previously agreed with the Seller.

4.4. Delivery terms shall run as of the date the period of time specified in point 4.3. of these GTCS lapses. Deliveries shall be executed without undue delay. Dates declared in the Order Acceptance can be subject to change depending on the circumstances which will occur after the Seller accepts the Order and which could justify the change of the dates, including the results of the following: action/nonfeasance of the Buyer themselves, occurrence of other circumstances dependent upon the Buyer or the Force Majeure, including in particular fortuitous events, strikes, rebellion, wars and the like, such as states of emergency, acts of terror, fires, natural disasters, explosions, sabotage, failures, as well as resulting from the necessity to follow the orders of public authorities, legal acts and other legislations, or from a conflict with employees, lockouts or court orders, as well as other actions of public authorities outside of the Seller's influence, as well as breaks in the supply of energy, other services, raw materials, materials, components and devices necessary to the execution of the Order.

4.5. Failure on the part of the Buyer to provide a notification referred to in point 4.3. above means that the Buyer assumes all the risk of a given transaction and that they shall not make any claims against the Seller about any discrepancies between the Delivery and the Order. The above provision does not deprive the Buyer of the possibility of making claims for the Goods' defects, but the validity of these claims shall be assessed by the Parties on the basis of the Order Acceptance's contents.

4.6. If the Buyer chooses to exercise the possibility referred to in point 4.3. above, the Delivery shall be halted until the procedure described in point 3.3. hereof is exhausted.

4.7. Unless the Buyer's Order explicitly states the requirement of complete Delivery (entirety), the Seller has the right to execute partial deliveries.

4.8. If the Buyer exceeds the credit limit or fails to settle any liabilities due to the Seller on time, the Seller may block the Order or halt the Delivery of the Goods or the provision of the Services. The above rights of the Seller pertain to all Contracts concluded with the Buyer and remain in force until the reasons for the blockage or the halt cease. In such cases, the agreed Order execution terms are appropriately extended.

4.9. If the Delivery cannot be executed on time for any reason dependent upon the Buyer, including the situation when, after receiving information that the Goods are ready to be shipped, the Buyer fails to arrange for the carrier to collect the Delivery, notwithstanding the rights described in point 4.1. above, the Seller shall have the right to place the Goods in a respective storage location/warehouse at the Buyer's cost and risk. The Delivery is then deemed successfully executed and the Buyer is obliged to pay for the Goods (fictional Delivery). The Seller shall make available to the Buyer the documents allowing to manage the Goods delivered in the above way, including the Goods collection from the storage location. The Seller may issue the above documents until they receive full payment for the Goods.

4.10. The Seller reserves the right to make changes to the construction, choice of materials, specification and Goods execution also after the Order Acceptance is sent, provided that these changes are made for the technical development of the products and are justified to the Buyer while fully responding to the Buyer's application needs and that they do not entail any changes to the agreed prices. The Seller thus notifies the Buyer with reasonable notice (adequate to the Delivery terms) about the validity of making respective modifications. The Buyer shall then have the rights referred to in point 3.3. above.

### 5. Price and Terms and Conditions of Payment

5.1. Prices included in all the Seller's offers are for information purposes only. They do not include the Value Added Tax.

5.2. Only the prices quoted in the Order Acceptance are binding, these being the prices for the Goods issued to the first carrier, including the costs of loading, transport and insurance which the Seller has borne up until that moment (FCA Włocławek pursuant to the INCOTERMS currently in force).

5.3. The price set in the Order Acceptance is a guaranteed price for up to four months from the Acceptance date. If the Goods Delivery is delayed by more than four months for any reasons on the part of the Buyer, the Seller reserves the right to unilaterally increase the price in proportion to the increased production of Delivery costs of the Goods ordered, calculated as of the time of the actual Delivery.

5.4. Unless otherwise provided for in the Order Acceptance, the price quoted also includes the cost of packing. Packaging or other packaging materials are not subject to return except for the cases where such an obligation stems from the mandatory provisions of law.

5.5. Unless the Parties have agreed otherwise in writing, payments shall be made fully in PLN within the payment period indicated in the Order Acceptance. The date the Seller's account is credited shall be considered the date of payment.

5.6. Shall the payment date indicated in the Order Confirmation be longer than 60 days, the Parties jointly agree that this date has been determined by negotiation and herein, considering the service's specific characteristics, and it is not unfair within the meaning of Art. 7 (2) of the Commercial Transaction Payment Deadlines.

5.7. If the Buyer executes their first transaction with the Seller, the Order execution shall only commence after the Buyer provides up-to-date founding documents of their company (Tax Identification Number NIP, National Official Register of Business Entities REGON number, extract from the National Court Register KRS, certificate of entry in the Central Registration and Information on Economic Activity CEIDG – printout or electronic document). Should entries in the above documents change, the Buyer shall promptly provide the Seller with an up-to-date version thereof.

5.8. Notwithstanding other rights under these GTCS, the Seller shall have the right to charge interest for the delay in payment of any liabilities due in the amount in accordance with the statutory interest in force at the time of the delay as announced by the Council of Ministers.

5.9. The Buyer may be rewarded a credit limit in the amount specified by the Seller in writing. The Seller may unilaterally change the amount of the awarded credit limit at any time.

### 6. Force Majeure

6.1. In case of circumstances outside the influence of either Party, including in particular: fortuitous events, strikes, rebellion, wars, acts of terror, fires, natural disasters, explosions, sabotage, failures, epidemic, pandemic, as well as resulting from the necessity to follow the orders of public authorities, legal acts and other legislations, or from a conflict with employees, lockouts or court orders, the execution of the Contract is suspended in full or in respective part until the above circumstances cease. If Seller is hindered in the fulfilment of its contractual obligations, in particular the delivery of products, due to the aforesaid force majeure circumstances, Seller will be exempted from liability for the duration of the hindrance as well as for a reasonable start-up time afterwards, without being obliged to pay compensation to the Buyer. Force majeure as defined above also includes circumstances pertaining to the Seller's suppliers and subcontractors, including utilities providers (electricity, water, gas, telecommunications services etc.). The Seller hereby undertakes to promptly inform the Buyer about the occurrence of such events and their consequences for the Contract.

6.2. If the suspension of the Contract execution in full or in part due to force majeure exceeds 3 months, either Party shall have the right to immediately withdraw from the Contract or terminate it by giving the other Party a written notice without any negative consequences for themselves. What the Parties have so far provided each other with is subject to return if and to the extent in which the purpose of such services has not been reached.

### 7. Risk Assignment and Property Rights Assumption

7.1. The risk of losing or damaging/deteriorating the Goods, as well as the risk of any damages resulting from the Goods' ownership and use, is transferred onto the Buyer after the Goods are loaded onto the first carrier's any means of transport (fictional Delivery referred to in point 4.9. above included).

7.2. The Buyer is obliged to ensure the performance of the Goods' quantity and quality acceptance, including the testing of the Goods in a manner commonly accepted for a given type at the time of loading or no later than within 7 days from the Delivery date. Within the next 7 days, the Buyer may present their Reservations concerning the Delivery, in which the Buyer points out the types of defects or discrepancies with the Contract and documents them properly. The Reservations shall be considered by the Seller without undue delay. If the Reservations are positively verified, the Seller shall immediately perform a repair, placement or supplement the Goods provided. 7.3. Failure to present reservations within the above timeframe means that the Seller's liability for the Goods is limited solely to guarantee liability discussed in Chapter 8 hereof.

7.4. Shortages as well as insignificant damages to the Goods that can be repaired do not entitle the Buyer to withdraw from the Contract in full or in part. If the damages prove to be substantial, the Seller has the right to withdraw from the Contract if the cost of the repair is exorbitantly high as compared to the valued of the damaged Goods.

7.5. Subject to provisions of point 10 below, property rights to the Goods are transferred onto the Buyer the moment the Goods are loaded pursuant to point 7.1. hereof.

### 8. Guarantee

8.1. The Seller (the Guarantor) excludes their liability under the warranty on the Goods sold to the maximum extent permitted by the legislation currently in force or by customs having the validity of the law, or by the guidelines stemming from the binding judicial practice, and remains bound only by the following quality guarantee terms and conditions.

8.2. The Seller issues a quality guarantee on the Goods sold, guaranteeing their proper use, i.e. conforming with the specification, the user's manual or other Documentation, by any legal user, on the terms and conditions specified in the present Chapter of the GTCS. The Guarantee is valid in all countries in which the Seller conducts their trade activity. The Guarantee only pertains to the Goods purchased by their user who has detected the defect/anomaly and who has purchased the Goods unused and new.

8.3. The Guarantee period on the Goods delivered by the Seller is 24 months as of the day the Seller issues an invoice and - in case of liability towards subsequent Goods buyers, as referred to in point 8.11. below – 24 months as of the day an invoice/request for payment is issued by the last seller.

8.4. The Guarantee includes defects caused by construction or design flaws or material flaws. The Seller shall not be liable under the Guarantee if the defect is a result of improper use or application of the Goods, particularly if it is related to breaching the rules of correct operation, maintenance, storage, warehousing and moving, as well as installation and assembly, as specified in the user's manual or in other Documentation made available to the Buyer or commonly accepted for a given type of Goods, including the ones resulting from commonly acknowledged laws of technology (according to the latest knowledge).

8.5. The Guarantee does not extend to apparent defects which the Buyer could have observed with due diligence at the moments of the Goods were being issued to the Buyer, exercising the duty of the Goods collection and care discussed in point 7.2. above.

8.6. Under the Guarantee issued, the Seller ensures the following: 1. free-of-charge removal of defects detected by the Buyer in the course of using the Goods (repair); 2. or replacement of the faulty Goods with new ones, free from defects. The Seller chooses the manner of removing the Goods' defects. If removing a defect in the manner presented above proves too difficult, time-consuming or would force the Seller to bear incommensurable costs, the Seller may withdraw from the Contract, presenting the Buyer with a respective

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declaration no later than within 7 days from the date a Guarantee Claim was registered.

8.7. Buyer lodges a complaint in the form of a Warranty Claim, the minimum content of which shall include data identifying the Goods, including: obligatory fields in the electronic form (possibly also information referred to in 10.2 below, if applicable).

8.8. . Currently applicable Warrant Claim form is available on the Seller's website at <http://www.wikapolska.pl> under the "Service" tab. Warranty Claim shall be promptly sent via e-mail, not later than within 7 days from the date of discovering the defect, under pain of losing warranty rights, excluding cases referred to in item 8.11.

8.9. . Complaint shall be handled if defective goods are sent in a properly marked packaging in accordance with applicable guidelines through a carrier indicated by the Seller. Seller shall bear the costs of transport "to" and "from" the Warranty Claim Point. If the claim is rejected, Seller shall have the right to charge the Buyer with costs of the Goods transportation. Seller shall ensure and bear costs of return transport of repaired or replaced Goods to the Buyer only if the Complaint is accepted.

8.10. The Buyer shall deliver the faulty Goods in an original, undamaged, duly secured 'WIKA' packaging, unless the destruction/damage to the packaging is a normal result of the purchase and use of the Goods, otherwise the rights under the Guarantee shall be lost. If the destruction/damage are a normal consequence, the Buyer shall provide an auxiliary packaging suited to the type, size and state of the Goods and guaranteeing 100 percent functionality of the original packaging.

8.11. As for the Goods distributed by other entrepreneurs: importers, distributors, wholesalers, agents etc., the Buyer is obliged to deliver the faulty Goods along with the proof of purchase (invoice, request for payment or equivalent document) to the shop where the Goods were purchased and must meet the other terms and conditions of the Guarantee referred to in the present Chapter of the GTCS. In case the shop where the Goods were purchased has been closed down, both the Guarantee Claim and the faulty Goods should be delivered to the Seller pursuant to the terms and conditions of the present Chapter of the GTCS.

8.12. The Seller may at any time reject the faulty Goods indicating their connection to hazardous substances provided that the device in question was not manufactured by the Seller or on the Seller's commission.

8.13. Arbitrary repairs and alterations made by the Buyer or upon the Buyer's order are unacceptable and result in the loss of rights under the Guarantee. 8.14. The Seller is obliged to consider the Claim within the period of 14 business days as of its receipt, but not sooner than within 14 business days as of the date on which the Buyer has met all the conditions specified in this Chapter. The above does not concern the claims whose consideration requires the performance of an analysis by an external body (placed outside of the Seller's area). In such cases, the Seller shall be obliged to consider the Claim within the period of 14 business days as of receiving the analysis results, but not later than within 1 month after the Claim was made by the Buyer.

8.15. If the Claim is acknowledged, the faults/anomalies detected shall be removed immediately, within a timeframe considering the type and extent of the faults and the manner of their repair, including all the terms and conditions of Goods repair or replacements. In the case of repair, the Seller is completely free to designate the persons/entities responsible for performing it.

8.16. After the Guarantee period lapses or if the Claim is not acknowledged, the Seller provides standard, payable services (in accordance with the current price list) under the Post-Guarantee Service, including the Goods calibration, which are subject to these GTCS as Services.

### 9. Hazardous Substances

9.1. Under the Goods return programme, including faulty Goods, Goods returned as a result of withdrawal from the Contract or delivered to the Seller for post-Guarantee repairs and calibration, the Buyer is obliged to strictly observe the regulations on hazardous substances currently in force.

9.2. Devices filled with hazardous materials or being reagents must be properly packed and labelled by the Buyer, and the Guarantee Claim must indicate a connection to hazardous substances. When necessary, a Material Safety Data Sheet should be attached pursuant to the EC Directive no. 91/155/EEC of 5 March 1991 defining and laying down the detailed arrangements for the system of specific information relating to dangerous preparations in implementation of Article of the Directive 10 88/379/EEC.

9.3. Should the Buyer breach the regulations pertaining to hazardous substances or the obligations under the present GTCS related thereto, the Seller is entitled to a compensation covering the entirety of losses and lost profits within the scope of consequences of such breaches.

### 10. Intellectual Property Rights

10.1. All intellectual property rights held by the Seller to the Goods and Services offered by them, including their Software and the Documentation, and in particular any plans, cost estimates, patterns or other technical documents as well as trade materials such as catalogues, folders, brochures, photographs, descriptions etc., are the Seller's exclusive property or are used by the Seller under a license issued to the Seller by an entitled entity and shall not be transferred onto the Buyer along with the Goods/Services or their Documentation or Software.

10.2. Along with the purchase of the Goods, the Buyer receives a non-exclusive license for exercising the laws referred to in point 10.1. above within the scope and in the fields of operation which are necessary for the resale or correct use of the Goods in accordance with their intended use. The Buyer's exercising these rights cannot result in an infringement of the Seller's reasonable interests and, in case of doubts, requires each time to be agreed with the Seller. Copying the Documentation or copying or reproducing the Software code or translating its form or making them available to any third parties each time requires the Seller's (or other entitled entity's) separate consent in writing, except for the cases stipulated in the mandatory provisions of law.

10.3. The Buyer may not transfer the license referred to in point 10.2. above onto other persons unless it is necessary for the Goods resale or for transferring it onto a third party under a different legal title, provided that the said person agrees to be subject to the provisions of the present Chapter of the GTCS.

10.4. Pursuant to the terms and conditions referred to in the present GTCS, the Seller shall protect the Buyer from liability, costs and compensations borne by the Buyer up to the value resulting from any breach or up to the full Contractual Price (at the Seller's discretion) in relation to any claims for the infringement of patent, industrial design, trademark or copyright, made after the Contract has been concluded and resulting from the Buyer using or reselling the Goods/Services. The Seller shall not be liable in the following cases:

a) when the infringement is the result of the Seller observing the Buyer's project or instructions/directives/guidelines, or is a result of using the Goods in a manner or for a purpose or a country not permitted by the Seller or not disclosed to the Seller prior to the conclusion of the Contract, or is related to the use of other devices/equipment/products/software/documentation, for which the Seller is not liable;

b) when the Seller guarantees the Buyer at the Seller's expense the right to use the Goods/Services to an extent questioned by a third or when they modify or replace the Goods/Services so that the infringement does not occur. 10.5. The Seller shall not be liable to the Buyer in situations described in point 10.4. above also in the cases when:

a) the Buyer has failed to notify the Seller in writing (promptly) about the claims or the threat of claims made against the Buyer by a third party, and/or when the Buyer has not authorised the Seller or has significantly hindered any legal or arbitration proceedings, the subject of which were the claims or the threats of such claims;

b) the Buyer has previously made, without obtaining the Seller's written consent, any declarations which could negatively affect the Seller's position in relation to the claims or the threats of such claims or proceedings resulting therefrom;

c) Goods/Services and/or their Documentation or Software have been modified in any way without the Seller's prior written consent.

10.6. When placing an Order, the Buyer declares in an implied manner that no projects or instructions/directives/guidelines (assurances) issued by the Buyer to the Seller will cause the Seller to infringe upon any intellectual property rights when executing the Contract. The Buyer undertakes to protect the Seller at the Buyer's own expense from any charges made in relation to the above as well as from any costs and damages which the Seller may or shall incur as a result of observing the above-mentioned assurances.

### 11. Limited Liability

The total aggregate liability of the Seller to the Buyer for any losses, claims and other demands related to or resulting from the Contract concluded (including those made on a recourse basis) may not exceed the amount of the Contractual Price. Notwithstanding the above, the Seller's liability does not include: loss of profits, loss of contracts, loss of the possibility of use, loss of data or consequential or incidental losses or any losses or damages of any kind resulting from whatever reason except for the cases referred to in these GTCS.

### 12. Final Provisions

12.1. Unless otherwise agreed by the Parties in writing, any non-standard tools and resources which the Seller has purchased for the purpose of executing the Order shall remain the Seller's exclusive property even if the cost of their purchase has been transferred onto the Buyer.

12.2. Seller shall be entitled to use data concerning the Buyer, in particular information constituting trade secret within the meaning of Article 11(2) of the Act on Combating Unfair Competition.

At the same time, Seller shall be the Buyer's personal data controller (if he is a natural person conducting business activity) and personal data controller of the Buyer's representatives/employees. Personal data shall be processed by the Seller:

- a. if the Buyer is a natural person conducting business activity for the purposes of:
  - undertaking actions prior to concluding the Agreement, as well as concluding and implementing the Agreement,
  - fulfilling legal obligations (tax and accounting) incumbent upon the Seller, related to the concluded Agreement, resulting in particular from the Accounting Act and the Goods and Services Tax Act,
  - claiming or defending against possible claims, on the basis of Seller's legitimate interest,
  - conducting marketing and commercial activity, including research on the Seller's products and services on the basis of Seller's legitimate interest or a consent expressed separately by the data subject,
  - monitoring and documenting actions undertaken by the Seller, on the basis of Seller's legitimate interest, consisting in ensuring internal accountability and proper supervision over the communication process (e.g. response/offer presentation);
- b. if data subject is a representative/employee of the Buyer for the purposes of:
  - conducting correspondence, providing answers to questions, in connection with established business relations or maintaining current contact in connection with concluding the Agreement, on the basis of the Seller's legitimate interest or in the event of data provided voluntarily basing on consent,
  - claiming or defending against possible claims, on the basis of Seller's legitimate interest,
  - conducting marketing and commercial activity, including research on the Seller's products and services on the basis of Seller's legitimate interest or a consent expressed separately by the data subject,
  - monitoring and documenting actions undertaken by the Seller, on the basis of Seller's legitimate interest, consisting in ensuring internal accountability and proper supervision over the communication process (e.g. response/offer presentation).

Providing data is voluntary, however, in case of concluding an Agreement/conducting correspondence on initiative of the Buyer or his representative/employee is necessary to achieve above purposes.

As a rule of thumb, Seller collects data from data subjects, but it could be also obtained (within the scope of data enabling contact establishment or related to

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interest in the Seller's offer) from other sources, e.g. from the employer of represented data subject, including companies of the Wika Group (e.g. data obtained at international trade fairs).

Processed personal data shall be transferred to entities which, upon Seller's request, perform activities supporting Seller's activity (WIKA Polska limited liability company SGF sp. k., ul. Kawka 6, 87-800 Włocławek, suppliers and service providers of IT systems and e-mail hosting services - in particular WIKA Alexander Wiegand SE & Co. KG, Alexander-Wiegand-Straße 30, 63911 Klingenberg/Germany, a law firm, a company providing personal data protection services, a company providing document destruction services) and may also be transferred to entities which demonstrate necessary access to data, including those authorized to receive data under legal regulations. Seller shall also intend to transfer processed personal data to Switzerland, which constitutes a third country within the meaning of Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, i.e. GDPR. European Commission issued a decision determining adequate protection level in that country.

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

- a. for the period of implementing the Agreement and then for the period specified in the provisions of law or until expiration of limitation period,
- b. in other cases, for the period of conducting communication and then for the period of ensuring internal accountability and proper supervision over undertaken actions.

Data retention period may be shortened as a result of an objection or withdrawing the consent.

Data subjects have the right to:

- a. obtain access to personal data,
- b. rectify data, if it is incorrect or incomplete,
- c. erase data or restrict its processing (in certain cases),
- d. transfer personal data (in certain cases),
- e. object to the processing of personal data on basis of their specific situation (in certain cases) or for marketing purposes,
- f. lodge a complaint with the president of the data protection authority,
- g. withdraw the consent for personal data processing at any time without affecting the lawfulness of processing based on consent before its withdrawal (consent can be withdrawn by submitting appropriate information to contact addresses below).

Personal data shall not be used by the Seller to make automated decisions (i.e. without human intervention), including profiling, with respect to data subjects.

You can contact the Seller on personal data processing by using contact information provided in T&C (Definitions) of address data (additionally via e-mail to: [info@wikapolska.pl](mailto:info@wikapolska.pl)) or contact previously appointed Data Protection Officer by traditional mail to the Seller's address, marked "Data Protection Officer" or via e-mail to: [ochrona.danych@wika.com](mailto:ochrona.danych@wika.com).

12.3. The Seller may insure all the transactions (Contracts) concluded with the Buyer and to provide the insurer for this purpose with the necessary data of the Buyer, to which the Buyer consents.

12.4. In the case of unilateral Contract termination or non-performance or improper performance on the part of the Buyer, this Party shall cover all the Seller's damages resulting therefrom with no limitation of the compensation amount

12.5. If any provision of the present GTCS is determined to be invalid pursuant to any legal basis, the GTCS shall be binding in the remaining extent and the very Contract remains in full force and effect

12.6. The Buyer may assign the right and obligations under the Contract with the Buyer, including those described in the present GTCS, only upon the Seller's explicit written consent.

12.7. Heading of the particular Chapters, points and paragraphs of the GTCS are included for convenience only and are not to be used in construing or interpreting the Contract.

12.8. Unless otherwise provided in the present GTCS, all declarations, notifications, claims and demands made in relation to the Contract shall be made in writing.

12.9. Both the present GTCS and the Contract are governed by and shall be construed in accordance with the laws of the Republic of Poland except for the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention).

12.10. Any and all disputes arising out of or in connection with the Contract or connected thereto are under the jurisdiction of Polish courts and shall be settled by a court competent for the Seller's seat, with the Seller maintaining the right to initiate proceedings against the Buyer based on the or place of residence or other such place where the Buyer conducts their activity.