

## GENERAL TERMS AND CONDITIONS

### §1 Definitions.

Whenever used in this document, the following terms shall have the meanings assigned to them below:

- a) Consumer - shall mean a natural person for whom the conclusion of the Agreement is not directly related to his/her business or professional activity, as well as a natural person for whom the conclusion of the Agreement is directly related to his/her economic activity, but the provisions of the Agreement indicate that it is not of a professional nature for him/her.
- b) GTC – shall mean these General Terms and Conditions as applied by the Supplier.
- a) Object of the Agreement - shall mean the scope and subject of the Supplier's and the Customer's services under the Agreement. The subject of the Agreement may be, in particular, the supply of machinery and equipment.
- b) Force Majeure - shall mean any inevitable event of external origin which cannot be foreseen or protected against by ordinary means and which affects the obligations of the Supplier or the Customer. Force Majeure may be, in particular, a natural disaster such as, for example, a flood; war, hostile acts, invasion, action of external enemies, mobilisation, requisition or embargo, rebellion, revolution, insurrection, state of epidemic or threat of epidemic, military or civil upheaval, civil war, radioactive contamination from any nuclear fuel or from any nuclear waste following combustion of nuclear fuel, radioactive toxic explosive materials or other hazardous properties of any explosive nuclear mixture or nuclear components of such mixture.
- c) Agreement - shall mean a contract concluded between the Customer and the Supplier, in particular as a result of the Supplier's written confirmation of the Order placed by the Customer.
- d) Supplier – shall mean "NETECS" Sp. z o.o. (limited liability company), KRS number 233127.
- e) Customer - shall mean a party who is not a Consumer, a natural person, a legal person or an organisation without legal status, who intends to conclude or has concluded an Agreement with the Supplier.
- f) Order – shall mean an order placed by the Customer with the Supplier aimed at concluding the Agreement between the Customer and the Supplier.

### §2 Application.

1. In matters not regulated by the Agreement, these GTCs will apply.
2. These GTCs apply to Orders placed by the Customer from **9 February 2021**.
3. These GTCs form an integral part of every Agreement.
4. These Terms and Conditions are communicated to and accepted by the Customer no later than at the time of Order placement by the Customer and are also available on the website at [www.netecs.eu](http://www.netecs.eu).
5. By placing an Order, the Customer acknowledges having received, read and accepted these GTCs and confirms that the Customer is not a Consumer.
6. The acceptance of the Order by the Supplier is conditional on the Customer's acceptance of these GTCs.
7. Any deviations from the provisions of these GTCs shall not be legally binding unless the Supplier has agreed to such deviations in writing.
8. The application of any regulations, general terms and conditions of business or other contractual patterns used by the Customer is hereby excluded. By placing an Order, the Customer agrees to the exclusion of their application.
9. The Supplier does not conclude Agreements with Consumers.

### §3 Order/Agreement.

1. The Customer expresses its will to conclude an Agreement with the Supplier by placing an Order.
2. The Agreement is concluded when the written confirmation of acceptance of the Order is sent to the Customer, unless the Customer objects to such confirmation within 3 calendar days of receipt of the written Order confirmation. If an objection is filed before the deadline, the Agreement shall not be concluded. If no objection is filed before the deadline, the Agreement is deemed concluded and the Customer may not cancel the Order.
3. Cancellations, changes and additions to the Order shall not be valid unless made in writing and must be approved in writing by the Supplier in order to be valid and binding.
4. The Customer is solely responsible for ensuring that the Object of the Agreement as specified in the Order and the written confirmation of acceptance is in accordance with the Customer's expectations and needs. The Supplier does not provide consultancy services in this respect, nor is it responsible for the way in which the Customer operates the Object of the Agreement.
5. The Object of the Agreement may be performed in parts. For the avoidance of doubt, whenever the Object of the Agreement is referred to in these GTCs, this shall also mean the individual parts of the Object of the Agreement.
6. The documents making up the content of the Agreement shall be regarded as complementary and explanatory of each other, and contradictions between the documents making up the Agreement shall be resolved in such a way that the provisions of the document ranked higher in the ranking presented in 7 below shall take precedence over the provisions of the document ranked lower.
7. The documents constituting the Agreement include:

- a) written confirmation of acceptance of the Order, issued by the Supplier;
  - b) these GTCs;
  - c) Order placed by the Customer.
8. The Agreement specifies, in particular, the Object of the Agreement, i.e. the scope and subject matter of the Customer's and the Supplier's services, the deadline for performance of the Object of the Agreement, the price for performance of the Object of the Agreement and what services the price includes. If any service of the Supplier is not covered by the Agreement, the Supplier shall not be obliged to perform such service for the Customer.

#### **§4 Advance payment.**

1. The Customer shall make an advance payment to the Supplier the amount of which, together with the payment deadline and terms, shall be set out in the written confirmation of acceptance of the Order issued by the Supplier. The advance payment shall be set off against the price for the Object of the Agreement, unless the Agreement is terminated. In the event of termination of the Agreement, regardless of the formal procedure and reason, the Supplier shall be entitled to retain the advance payment in full, which shall not preclude the possibility of pursuing further claims against the Customer, including claims for damages.
2. If the Customer fails to make an advance payment to the Supplier in the amount, at the time and in accordance with the terms of the written confirmation of acceptance of the Order, the Agreement shall be automatically terminated, without the need for a separate declaration of intent, unless the Supplier decides to carry out the Agreement.

#### **§ 5 Deadlines for the performance of the Object of the Agreement.**

1. The deadlines set out in the Agreement for the performance of the Object of the Agreement are approximate and reserved for the Supplier. Reservation of these deadlines in favour of the Customer shall require a written consent of the Supplier in order to be binding.
2. Insofar as the Agreement specifies a deadline for the performance of the Object of the Agreement calculated in days, weeks or months, the deadline shall be calculated from the date of delivery by the Customer to the Supplier of all required documents, information, permits, exemptions and the date of crediting of the Supplier's bank account with the amount of the agreed advance payment made by the Customer.
3. The Customer shall be obliged to cooperate with the Supplier in order to perform the Object of the Agreement on time, in particular to make available in a timely manner all information and documents required by the Supplier, to accept the Object of the Agreement, to provide a place for collection and unloading of the Object of the Agreement, to verify the documentation prepared by the Supplier, etc. The Customer's duty of cooperation also applies to the Supplier's assembly of the Object of the Agreement and supervision of the assembly of the Object of the Agreement performed by the Customer's personnel, if the Agreement provides for such services by the Supplier.
4. The deadline for performance of the Object of the Agreement shall be postponed, by the time period indicated by the Supplier, in the case of the Customer's non-performance or improper performance of the Agreement, in whole or in part, in particular, if the Customer fails to make the advance payment to the Supplier's bank account by the set deadline and in the amount agreed by the parties to the Agreement; if the Customer fails to pay the amounts required pursuant to §7 item 4; if the Customer fails to provide data necessary for performance of the Object of the Agreement (or provides incorrect data), including in particular the data on machines and equipment (description, technical drawings, assembly conditions) installed and operated at the Customer's site which, in the Supplier's opinion, are necessary for the proper performance of the Object of the Agreement, or in the event of lack of cooperation on the part of the Customer (e.g. failure to provide access to the premises, failure to prepare a place for unloading the Object of the Agreement; failure to accept the Object of the Agreement, lack of cooperation during assembly of the Object of the Agreement), which is necessary for the performance of the Agreement.
5. The deadline for the performance of the Object of the Agreement shall be extended by the time of events beyond the Supplier's control that cause or may cause a delay in the performance of the Object of the Agreement. In such cases, the deadline for the performance of the Object of the Agreement shall be extended by the duration of such events and their consequences.
6. The deadline for performance of the Object of the Agreement shall be deemed to have been met when the Supplier notifies the Customer that all the services covered by the Agreement have been performed.
7. Postponement of the date of performance of the Object of the Agreement for the reasons referred to in Paragraph 4 and Paragraph 5 excludes the possibility of asserting any claims against the Supplier.
8. If the Agreement provides for intermediate deadlines for partial performance of the Object of the Agreement, the provisions of Paragraph 4, Paragraph 5, Paragraph 6, Paragraph 7 shall apply directly to such deadlines. An intermediate deadline shall be deemed to have been met as soon as the Supplier notifies the Customer of the performance covered by the intermediate deadline in question.
9. In the event of an amendment to the Agreement, the Supplier shall be entitled to unilaterally set a new deadline for the performance of the Object of the Agreement binding on the Customer, taking into account the scope and schedule of resulting changes to the Object of the Agreement.
10. The Customer shall provide, at its own cost and risk, the personnel, forklifts and other means or persons necessary for the receipt, unloading and acceptance of the Object of the Agreement. The Customer shall be obliged to provide, at its own cost and risk, a suitable place for the receipt and unloading of the Object of the Agreement. The unloading and acceptance of the Object of the Agreement shall take place at the place indicated in the Agreement.
11. In the event of unjustified non-acceptance of the Object of the Agreement or unjustified refusal to accept the Object of the Agreement, the Supplier shall be entitled to charge the Customer with the costs of storing the Object of the Agreement until it is collected, as well as the costs of transporting the Object of the Agreement from the place specified in the Agreement for the collection and unloading of the Object of the Agreement to the place of storage, as well as the costs of repeated delivery of the Object of the Agreement to the place indicated in the Agreement for the collection and unloading of the Object of the Agreement.

#### **§ 6 Price.**

1. The basis for determining the scope of delivery and the price for the Object of the Agreement is the Supplier's written confirmation of the Order placed by the Customer. The price for the Object of the Agreement does not include VAT or the costs of any additional services. The price for the Object of the Agreement includes only the services expressly specified in the Supplier's written confirmation of the Order placed by the Customer.
2. Any price lists set out in product catalogues, brochures, other advertising material or proposals to conclude a Agreement shall be treated only as exemplary and provided for information only.
3. No discounts to be granted by the Supplier shall be valid and binding unless agreed in writing.
4. Unless otherwise stipulated in the Agreement, the Supplier shall be entitled to add to the agreed price for the Object of the Agreement the applicable value added tax (VAT), costs of transport and packaging of the Object of the Agreement, as well as other documented costs incurred by the Supplier in connection with the performance of the Agreement which are not included in the price for the Object of the Agreement. The Customer undertakes to pay the above taxes and costs to the Supplier.
5. Prices expressed in euros shall be converted into Polish zlotys at the average exchange rate of the euro at the National Bank of Poland on the date of issue of the invoice by the Supplier. The exchange rate risk, as well as the risk related to changes in the currency of the agreed remuneration, shall be borne by the Customer.
6. If, after the conclusion of the Agreement, any import or intra-Community duty, tax or other public charge is levied, or there are changes in the amounts of such duties, taxes or charges, the Supplier may unilaterally amend the price of the Object of the Agreement accordingly without the consent of the Customer.
7. The Customer shall bear all costs associated with the disposal, return or other management of the material used for the packaging of the Object of the Agreement.
8. In the event of termination of the Agreement by either of the Parties, any payments made by the Customer shall be credited in the first place towards the Supplier's due remuneration, contractual penalties and other services performed under the Agreement. The Supplier shall inform the Customer in writing how the payments received have been settled. The funds remaining after settlement shall be transferred by the Supplier to the bank account indicated by the Customer.

#### **§ 7 Payments.**

1. Unless stated otherwise elsewhere in this Agreement, the deadline for payment of sales invoices issued by the Supplier to the Customer shall be 14 days from the date on which the relevant invoice is issued to the Customer. The payment deadline for receivables not covered by the sales invoices shall be specified in the request for payment.
2. The date on which the Supplier's bank account is credited with the amount due shall be deemed to be the date of payment of that amount to the Supplier.
3. In the event of a delay in payment of the advance payment or the agreed price for the Object of the Agreement (in whole or in part), the Supplier shall be entitled to charge and claim from the Customer statutory interest for delay in commercial transactions.
4. In the event that the Customer is in arrears with the payment to the Supplier of any of the amounts due (whether under the Agreement or under other legal arrangements) or the Customer's financial situation deteriorates, the Supplier shall be entitled to accelerate the payment deadlines or request prepayment of the costs of performing subsequent parts of the Agreement.
5. The Customer authorises the Supplier to issue invoices without the Customer's signature.
6. Payments shall be made to the bank account indicated on the invoice or in a written demand for payment issued by the Supplier.
7. The Customer agrees that the Supplier may send invoices, duplicates of these invoices and corrected invoices, in electronic form to the e-mail address provided in the Order. In the event of a change of email address, the Customer undertakes to notify the Supplier in writing of the new email address.

#### **§8 Risks, shipping and consignment of the Object of the Agreement.**

1. The risk of damage, destruction or loss of the Object of the Agreement and other liabilities related to the Object of the Agreement shall pass on the Customer as soon as the Object of the Agreement is handed over to the Customer, as confirmed by the signing of the delivery document (GI).
2. For the avoidance of doubt, the assembly and installation of the Object of the Agreement shall take place after the Object of the Agreement has been delivered to the Customer which, however, does not affect the moment at which the risks and liabilities are transferred to the Customer.
3. All costs associated with the issue, receipt, unloading and installation of the Object of the Agreement, in particular the costs of packaging, shipping and installation of the Object of the Agreement shall be borne by the Customer.

#### **§9 Ownership title.**

1. The Object of the Agreement shall remain the property of the Supplier until the Customer has paid the full price for the Object of the Agreement.
2. Until the full price for the Object of the Agreement has been paid, the Customer may not dispose of or encumber the Object of the Agreement.
3. The Customer shall immediately notify the Supplier in writing of the seizure of the Object of the Agreement by third parties or of any other acts or legal events undertaken by the Customer or by third parties in relation to the Object of the Agreement, and shall immediately hand over to the Supplier all documents at the Customer's disposal to the aforementioned acts or legal events.

### **§10 Liability for defects.**

1. In the event that the Supplier provides the Customer with a warranty for the Object of the Agreement, the provisions of this clause shall apply to matters not covered by the Agreement.
2. The warranty shall only apply to defects inherent in the Object of the Agreement and resulting from faulty design, use of inappropriate materials or inadequate workmanship of the Object of the Agreement, provided that these defects are the fault of the Supplier.
3. The Customer shall be obliged to notify the Supplier in writing - under pain of invalidity - of any defects occurring during the warranty period within 14 days from the date on which the defect became apparent. Notification of defects after this deadline excludes the Supplier's liability under the warranty and releases the Supplier from its warranty obligations in respect of the defect notified after the deadline.
4. The Supplier shall be obliged to initiate the complaint procedure immediately after it is reported by the Customer in accordance with the rules set out in paragraph 10, but no later than within 14 days from the date of receipt of the notification from the Customer. The initiation of the complaint procedure shall be understood as the Supplier's statement of acceptance of the complaint notification for consideration.
5. Within 3 days of the visual inspection of the reported defect, the Supplier shall determine the time required to rectify the defect and shall notify the Customer without delay.
6. The Customer shall be obliged to comply with all instructions and recommendations of the Supplier in connection with the operation of the Object of the Agreement from the date of commencement of the complaint procedure. Should the Customer fail to comply with the Supplier's instructions and recommendations, this shall exclude the Supplier's liability under the warranty and shall release the Supplier from its warranty obligations in respect of defects arising as a result of the failure to comply with the Supplier's instructions and recommendations.
7. In the event of defects arising as a result of incomplete or false information provided to the Supplier about the defects found, the Supplier's liability under the warranty shall be excluded and the Supplier shall be released from its warranty obligations with regard to arising as a result of incomplete or false information provided to the Supplier about the defects found.
8. The warranty does not cover damage and defects caused by the operation of the Object of the Agreement despite the fact that a defect has been discovered, unless the Supplier expressly agrees to the operation of the Object of the Agreement after a complaint procedure has been initiated, in which case the Customer may only operate the Object of the Agreement to the extent specified by the Supplier.
9. All costs related to the repair of defects under the warranty, including the costs of delivering the Object of the Agreement to the place of inspection or the place of repair or replacement, shall be borne by the Customer. The Customer shall not cover only the costs of spare parts and the actual repair/replacement.
10. The complaint notification shall be made only in writing according to the rules specified in this paragraph. The Customer shall be obliged to send a written complaint report to the Supplier at the email address: [info@netecs.pl](mailto:info@netecs.pl) within the deadline indicated in 3 above. Along with the complaint report, the Customer is obliged to send photographic documentation of the defect to the email address [info@netecs.pl](mailto:info@netecs.pl). The Customer's failure to meet the deadline for filing a complaint or violation by the Customer of the rules for complaint submission shall exclude the Supplier's liability under the warranty and shall release the Supplier from warranty obligations.
11. The Supplier reserves the right to each time investigate the reported defects and their causes. If the complaint is rejected as unjustified, the costs of the complaint evaluation procedure shall be charged to the Customer in the amount indicated by the Supplier. The Supplier may refuse to accept a complaint as valid in particular if its liability for the defect is excluded or it is exempt from the warranty obligations, if the warranty does not cover the defect in question, if the defect was reported after the deadline, if, due to the Customer's actions or omissions, it is impossible to inspect the defect, if it is impossible to determine the cause of the defect, if the Customer fails to deliver the Object of Agreement at its own expense for inspection or repair/replacement, or if the Customer provides the Supplier with incomplete or incorrect information on the defect identified.
12. Within the framework of the warranty provided, the Supplier shall only be obliged to repair or replace the defective part of the Object of the Agreement. The time of repair or replacement shall be determined unilaterally by the Supplier.
13. The Supplier's liability under the warranty is excluded in the case of defects caused by:
  - a) inadequate or improper storage of the Object of the Agreement,
  - b) inadequate or improper use of the Object of the Agreement,
  - c) faulty installation or commissioning of the Object of the Agreement by the Customer or third parties,
  - d) failure by the Customer or third parties to comply with the operating and maintenance instructions for the Object of the Agreement,
  - e) natural wear and tear of the Object of Agreement, its incorrect or negligent handling,
  - f) inadequate workshop aids, defective construction work on the part of the Customer or third parties,
  - g) unsuitable soil conditions, chemical, electrochemical or electrical impacts, provided that these damages are not the fault of the Supplier,
  - h) incorrect and independent modifications to the Object of the Agreement by the Customer or third parties without a consent of the Supplier which shall not be valid unless made in writing,
  - i) the action of external agents, including in particular chemical or electrical agents,
  - j) force majeure or acts of God (e.g. fire, flood).
14. The Parties agree that, apart from the repair or replacement of parts of the Object of Agreement, the Supplier shall be released from liability for damage caused to the Customer or third parties as a result of the defectiveness of the Object of Agreement.
15. Ownership of the defective parts of the Object of the Agreement - once they have been replaced - shall vest in the Supplier.
16. The Supplier's liability under surety arrangement is hereby expressly excluded.
17. The Supplier may undertake to provide maintenance or post-warranty service to the Customer only under the terms of a separate agreement.
18. In the event of termination of the Agreement, the warranty shall not survive its term.
19. The Supplier shall have the right to withhold from the Customer its claims under the warranty until the Customer has paid all amounts due to



the Supplier, whether arising from the Agreement or from other legal arrangements.

20. If the Agreement provides for the issue of a warranty and its period is not expressly defined in the Agreement, it shall be assumed that the Supplier shall provide a warranty for the Object of the Agreement for a period of two years from the completion date. The date of completion of the Object the Agreement shall be deemed to be the time specified in § 5(6).
21. In the event of replacement or repair, the warranty period shall not restart or be extended, either for the replaced or repaired parts or for the remaining parts of the Object of the Agreement.
22. If only certain parts of the Object of the Agreement are defective and detachable, the Customer's entitlement under the warranty shall be limited to the defective parts only.
23. Notification of a defect shall not release the Customer from the obligation to make payment to the Supplier of any amounts due, whether arising from the Agreement or from other legal arrangements.

#### **§11 Liability.**

1. To the fullest extent permitted by law, any and all liability of the Supplier towards the Customer, including in particular contractual liability for breach of obligations under the Agreement and liability in tort, regardless of the number of events giving rise to liability, shall be limited exclusively to cases of wilful and culpable action or gross negligence. In other cases, in particular in the case of negligent or unintentional fault, the Supplier's liability is excluded.
2. To the fullest extent permitted by law and subject to 1 above, any and all liability of the Supplier towards the Customer, including in particular contractual liability for breach of obligations under the Agreement and liability in tort, regardless of the number of events giving rise to liability, shall be limited exclusively to the amount of ten times the average monthly remuneration in the enterprise sector excluding payments of rewards from profit (as announced by the President of the Central Statistical Office) in the first quarter of the calendar year preceding the year in which the Agreement is concluded.
3. The exclusion or limitation of the Supplier's liability shall also apply to the personal liability of its employees, legal representatives, contractors, subcontractors, assistants and other persons performing its obligations.
4. The Customer acknowledges and accepts that the Supplier is not an enterprise within the meaning of Article 435 of the Civil Code and is not liable to the Customer on a strict liability basis.
5. The Customer represents and warrants that if, as a result of its acts or omissions, third parties make any claims against the Supplier relating to the performance of the Agreement, in particular on account of intellectual property rights or on account of unfair competition, the Customer shall indemnify the Supplier against any liability in respect of such claims and shall also be fully liable to the Supplier for any damage suffered by the Supplier on this account.

#### **§12. Assembly conditions.**

1. The Agreement may provide that it is the Supplier's duty to assemble the Object of the Agreement or to supervise the assembly of the Object of the Agreement performed by the Customer's own personnel. If the Agreement does not provide for such services, the Supplier shall not be obliged to carry out the assembly.
2. In the case of assembly of the Object of the Agreement performed by the Customer under the supervision of the Supplier, the Customer shall be obliged to provide, at its own risk and expense, employees who will perform the assembly work under the supervision of the Supplier. The employees shall have up-to-date training in occupational health and safety, including in particular the work related to the assembly of the Object of the Agreement, as well as appropriate personal protective equipment. The Customer shall be solely responsible for the preparation of suitable conditions for the execution of the commissioned assembly work, in particular including the work safety at the assembly site, and shall also be solely responsible for any accidents occurring during assembly.
3. The Supplier shall be entitled to the following on account of the assembly of the Object of the Agreement or the supervision of the assembly of the Object of the Agreement performed by the Customer's personnel:
  - a) reimbursement of travel costs to the place of assembly including the return journey for each worker participating in the assembly of the Object of the Agreement or for each person supervising the assembly of the Object of the Agreement, in the amount being equal to the number of the kilometres of the distance covered multiplied by the per kilometre rate in the amount defined in the Agreement;
  - b) reimbursement of accommodation costs (accommodation to be arranged by the Customer) for each assembler of the Object of the Agreement or for each person supervising the assembly of the Object of the Agreement in the amount set out in the Agreement.
4. For the assembly of the Object of the Agreement or supervision of the assembly of the Object of the Agreement performed by the Customer's personnel, the Supplier shall charge the Customer with the costs of the assembly work or supervision of each person working on the Object of the Agreement, for each commenced clock hour of work of each assembler of the Object of the Agreement or each person supervising the assembly of the Object of the Agreement, in the amount equal to the number of the hours worked and the hourly rate specified in the Agreement. For work between 10:00 p.m. and 6:00 a.m. and on public holidays within the meaning of the Act on Public Holidays of 18.01.1951, the Supplier shall be entitled to a double hourly rate, as specified in the Agreement.
5. In the case of assembly carried out by the Supplier, the Supplier shall not carry out bricklaying, carpentry, electrical work, roofing work or the setting up of scaffolding and shall not operate lifts or cranes. In the case of assembly carried out by the Supplier's personnel, the Supplier shall not supervise masonry, carpentry, electrical or roofing work, as well as the setting up of scaffolding or the operation of lifts or cranes, or any other work for which building qualifications are required.
6. The Supplier's liability for the assembly and installation of the Object of the Agreement or the supervision of the assembly of the Object of the Agreement is limited in accordance with the provisions of § 11.

7. In the event that the Agreement provides for the Supplier to supervise the assembly of the Object of the Agreement, performed by the Customer's own personnel, such supervision shall be exercised throughout the entire assembly period.
8. All waste generated in connection with the assembly of the Object of Agreement shall be the property of the Customer. The Customer shall manage this waste at its own cost and risk.

#### **§13 Spare parts.**

For a period of 10 years, as of the date of conclusion of this Agreement, the Supplier shall be obliged to supply the Customer, against payment, with spare parts for the components of the Object of the Agreement - each time at the prices valid on the date of their delivery to the Customer (prices of the day).

#### **§14 Confidentiality.**

1. The Customer undertakes to keep confidential all documents and information obtained in connection with the conclusion and performance of the Agreement and undertakes not to disclose such information and to protect it against disclosure. The confidentiality obligation shall apply in particular to such information as discounts and rebates applied by the Supplier, approvals of deviations from the application of the GTC, the amount of the price for the Object of the Agreement or other payments to the Supplier under the Agreement, the time of execution of the Object of the Agreement, the Object of the Agreement itself, the manner of handling complaints, etc.
2. The Customer may use the documents and information obtained in connection with the conclusion and performance of the Agreement solely for the purpose of this Agreement and the operation of the Object of the Agreement.
3. The information and documents provided to the Supplier by the Customer in connection with the conclusion and performance of the Agreement shall not be covered by any obligation of confidentiality, business secrecy or any other restrictions, unless the Customer has reserved their confidentiality to the Supplier in writing.
4. The obligation of confidentiality shall not apply to general information on cooperation between the Supplier and the Customer. Notwithstanding the Customer's reservation referred to in 3 above, the Supplier may place on its website [www.netecs.eu](http://www.netecs.eu) information about the references provided to the Supplier by the Customer.

#### **§15 Applicable law, jurisdiction and partial invalidity of the agreement.**

1. The place of performance of the obligations under the Agreement shall be the Supplier's registered office, with the exception of payment of the agreed remuneration, which shall be made to the Supplier's bank account indicated in the sales invoice or in the request for payment.
2. The applicable law is Polish law to the exclusion of the United Nations Convention of 11 April, 1980 on Agreements for the International Sale of Goods and the Convention of 14 June, 1974 on the Limitation Period in the International Sale of Goods.
3. The competent court for disputes arising under the Agreement shall be the common court in Opole (exclusive jurisdiction of the courts of the Republic of Poland).
4. The invalidity of one provision of the Agreement or the GTCs shall not affect the validity of the remaining provisions of the Agreement or the GTCs, which shall remain in force and binding for the Customer and the Supplier.

#### **§16 Data protection.**

1. The Supplier shall become the controller of personal data (within the meaning of the provisions of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46/EC - General Data Protection Regulation) of the Customer (or its representatives if it is a legal entity), as well as its employees and associates insofar as their data will be made available to the Supplier in connection with the agreement concluded by the Parties and for the purpose of its performance.
2. The full content of the information clause, including details of the controller, the purposes and grounds for the processing of personal data, the recipients of personal data, as well as the rights to which persons whose personal data are processed by the Supplier are entitled, is attached to the GTC. The Customer declares that it has familiarised itself with the content of the clause and, if necessary, will present the information clause to the persons whose personal data will be disclosed by it.

#### **§17 Intellectual Property/Documentation.**

1. All information, designs, technical drawings, images, models and other studies provided or made available to the Customer are the property of the Supplier and may not be copied, shared with third parties, used (other than for the performance of the Agreement and the operation of the Object), distributed or reproduced without the express written consent of the Supplier.
2. Any information, technical drawings, blueprints, technical drawings, images, models or other documents or studies shall be made available by the Supplier to the Customer exclusively for the purpose and performance of the Agreement and the operation of the Object of the Agreement. The Customer may not use such information for any other purpose, nor may it be shared with or transferred to third parties without the Supplier's prior written consent.
3. Unless otherwise defined in the Agreement, the Supplier shall not transfer copyright or other industrial property rights to the Customer or grant a licence to the Customer.
4. The Customer agrees that the Supplier may use its intellectual property rights (including but not limited to copyright and industrial property rights) free of charge to the extent necessary and essential for the execution of the concluded Agreement.
5. The Customer shall bear full and unlimited responsibility for the correctness and conformity with the actual state of affairs of the data, documentation and information provided to the Supplier for the performance of the Agreement. The Customer is obliged to review the

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documentation referred to in 6 below and to report any known irregularities.

6. The documentation prepared by the Supplier for the execution of the Agreement, in particular the technical drawings, is of exemplary nature and may not correspond to the actual parameters. The Supplier reserves the right to make changes to this documentation.

#### **§18 Termination/Suspension of the Agreement.**

1. The Supplier shall have the right to withdraw from the Agreement in the event that, despite the Customer's request for proper performance of its obligations and allowing an additional 7-day deadline, the Customer continues to fail to perform all of its obligations properly (e.g., failure to pay all amounts due, failure to cooperate with the Supplier, failure to make payment or prepayment as requested by the Supplier according to §7(4)). The notice of withdrawal may be submitted within 90 days of the ineffective expiry of the deadline for rectifying the breaches.
2. All costs associated with the Supplier's withdrawal from the Agreement for reasons attributable to the Customer shall be borne by the Customer.
3. In the event of withdrawal from the Agreement in accordance with 1 above, the Parties shall reimburse each other's performance, subject to a reservation that the Supplier shall be entitled to retain the advance payment.
4. If the Agreement is terminated for reasons attributable to the Customer and the Supplier requests the return of the Object of Agreement, the Customer shall be obliged to deliver the Object of Agreement at its own expense and risk to the place specified by the Supplier.
5. The Supplier shall have the right to suspend performance of the Agreement and to withhold all services to the Customer without any claim on the part of the Customer in the following cases:
  - a) when the Customer fails to perform all its obligations properly (failure to pay all amounts due, failure to co-operate with the Supplier, failure to make payment or prepayment as requested by the Supplier in accordance with § 7(4)) or performs them improperly;
  - b) the Customer's financial situation has deteriorated to such an extent that the performance of the Agreement is at risk;
  - c) in the event of circumstances beyond the control of the Customer and the Supplier, which make performance of the Agreement impossible, in particular including enforcement proceedings initiated against the Customer preventing the possibility of further execution of the Agreement;
  - d) when the Supplier has not received any amounts due from the Customer, whether arising from the Agreement or from any other legal arrangements.

#### **§19 Force Majeure.**

1. Neither the Supplier nor the Customer shall be liable for non-performance or improper performance of the Agreement if this is due to circumstances of Force Majeure.
2. If the Supplier or the Customer is unable to fulfil its obligations due to Force Majeure, the Supplier or the Customer shall notify the Supplier or the Customer immediately no later than 7 working days after the Force Majeure occurs. Failure to comply with the above requirement shall result in the loss of the right to invoke the Force Majeure as reason for non-performance.

#### **§20 Final provisions.**

1. The Customer shall notify the Supplier immediately of any change of its registered office or place of business and of the address for service of correspondence (including email address and fax number, if provided). Failure to notify the Supplier shall mean that deliveries made to the addresses indicated in the Order shall be deemed effective.
2. No assignment of the Customer's rights and obligations under the Agreement, in particular under the warranty, shall be permitted without the prior consent of the Supplier which shall not be valid unless made in writing.
3. The Supplier may at any time transfer the rights and obligations under the Agreement to a third party, to which the Customer agrees.
4. No amendments or additions to the Agreement shall be valid unless made in writing.
5. The Customer shall not be entitled to make any setoff of its receivables against the Supplier's receivables, whether they arise from the Agreement or from other legal arrangements.

Stare Olesno, 9 February, 2021