

## GENERAL SALES TERMS & CONDITIONS

### applicable to sale transactions concluded by Weldon Sp. z o.o. in Brzezówka

#### § 1. GENERAL PROVISIONS

1. These General Sales Terms & Conditions (hereinafter referred to as GSTC) determine the principles for conclusion of sale agreements for goods, the seller of which is Weldon Sp. z o.o. with registered office in Brzezówka, 39-102 Brzezówka 90A, registered in the National Court Register under National Court Register (KRS) number: 0000165528 (**hereinafter Seller**).
2. These GSTC constitute an integral part of all sale agreements concluded by the Seller, including also agreements concluded in the form of a written or oral order, offered to the benefit of the entity making the purchase.
3. In case when the Parties have agreed upon their rights and obligations in the form of a separate written mutually signed agreement, the provisions thereof shall apply first and the provisions hereof shall apply solely in the extent not governed in the agreement.
4. The GSTC shall be made available to the Buyer before conclusion of the agreement in written form via e-mail, at the premises of Weldon Sp. z o.o. or on the website [www.weldon.pl](http://www.weldon.pl).
5. Subject to provisions of section 3 of this paragraph, solely these GSTC shall apply to sales between the Seller and the Buyer.
6. Commencement of cooperation with the Seller by the Buyer, in particular placement of an order with the Seller, shall mean acceptance hereof by the Buyer (also for the next orders / sale agreements concluded by this Buyer with the Seller), unless otherwise reserved by the Parties in a separate agreement.
7. The GSTC, as a contractual regulation, shall bind the Parties in the field of sales of goods. The Parties exclude application of other contractual standards used by the Buyer.
8. The commercial terms & conditions of the Buyer shall be binding for the Seller if they are compliant with the GSTC. In case of any conflicts or discrepancies between the GSTC and commercial terms & conditions of the Buyer, these GSTC shall apply.

#### § 2. DEFINITIONS

The terms used herein shall be understood as follows:

1. **Seller** – Weldon Sp. z o.o. with registered office in Brzezówka, 39-102 Brzezówka 90A, registered in the National Court Register under National Court Register (KRS) number: 0000165528.
2. **Buyer/Customer** - a natural person, a natural person running business activity, a legal person or an unincorporated entity purchasing products, goods, materials or services from the Seller.
3. **Payment Term** - the date, on which the amount due for the goods becomes payable.
4. **Order** - a purchase order placed by the Buyer in writing, delivered in person, via mail, courier, fax or e-mail, containing at least the name of the ordered goods, their quantity, data of the Buyer that is needed for issuing of the VAT invoice as well as company data and telephone & address data, together with indication of the contact person, as well as manner, date and place of collection of the ordered goods. The Order may refer to the quotation of the Seller.
5. **Order Confirmation** - a written representation of the Seller on acceptance of the Order, provided to the Buyer after its receipt. The template of the Order Confirmation constitutes Appendix 1 hereto. **6. GSTC** - General Sales Terms & Conditions.

#### § 3. OBLIGATIONS OF THE PARTIES

1. The Parties undertake to perform the commercial agreement and to cooperate within its performance in compliance with the provisions hereof.
2. According to the principles determined herein, the Buyer undertakes in particular to:
  - a) pay the agreed price,
  - b) collect the goods in a timely manner,
  - c) observe the required time limits and forms for complaints,
  - d) describe all circumstances of the case in the complaints under the rigour of their consideration as non-existing in the potential procedure relating to damages,
  - e) allow for access to the area where the faulty goods are found for the purposes of performance of the activities connected with the complaint procedure,
  - f) hand over the faulty objects replaced under the complaint,
  - g) perform any other obligations provided for by the sale agreement or the GSTC in a correct and timely manner.
3. According to the principles determined herein, the Seller undertakes in particular to:
  - a) perform the subject of the agreement with due diligence,
  - b) deliver the goods covered by the sale agreement to the place resulting therefrom,
  - c) deliver the guarantee document in case of guarantee granting,

- d) examine correctly lodged and complete complaints,
- e) remedy the loss in case of acceptance of the complaint.

#### § 4. SALE

1. Information relating to the goods which has been published by the Seller on the website or in catalogues, folders, leaflets, advertisements and other publications does not constitute a quotation in the meaning of the provisions of the Civil Code Act of 23 April 1964, even if it includes price. Descriptions of the goods published by the Seller have solely informative nature while the models and samples shown by the Seller have demonstrative and exhibitiv character. The Seller reserves the possibility to modify the detailed technical data of the products in relation to the ones provided in the publications, catalogues, drawings and other materials having advertising nature due to continuous improvement of the manufactured objects.
2. The Seller shall be bound by the technical parameters solely after their express confirmation in writing constituting an assurance as to the properties of the sold goods.
3. The Order of the Buyer should contain the following data:
  - a) company of the Buyer,
  - b) detailed address of the Buyer,
  - c) Tax Identification Number or its equivalent,
  - d) quotation number if applicable,
  - e) determination of the goods by means of their trade name or alphanumeric symbol from the quotation,
  - f) quantity of the ordered goods,
  - g) agreement payments terms if the quotation of the Seller is not referred to,
  - h) date, place as well as terms & conditions of delivery/collection of the goods.
4. Placement of the Order by the Buyer and written Order Confirmation of the Seller (delivered via e-mail, fax or mail) shall be the condition for effective conclusion of the sale agreement. Written Order Confirmation shall mean that the Seller has received the Order and has accepted it for realisation (with potential reservations). Placement of the Order by the Buyer shall not bind the Seller and lack of its response shall not mean silent acceptance of the Order. The template of the Order Confirmation constitutes Appendix 1 hereto.
5. The Seller may determine the date of Order realisation in the Order Confirmation solely in an estimated way.
6. In particular for the Buyer which does not have a written cooperation agreement with the Seller, acceptance of the Order for realisation shall take place after the Buyer receives written Order Confirmation as well as after timely payment of an advance to the account of the Seller, if provided for within the given transaction.
7. The Seller may suspend Order realisation in case of having any doubts as to accuracy of the data contained in the Order.
8. Withdrawal of the Order by the Buyer shall be acceptable solely in exceptional situations, after prior agreement upon the terms & conditions of Order cancellation with the Seller. The Seller reserves the right to charge the Buyer with the actual costs which have accrued to the moment of Order withdrawal - not being higher than the value of the subject of the Order.
9. In case when performance of the Seller becomes impossible due to reasons beyond control of the Seller, including as a result of operation of force majeure, the Buyer shall not be entitled to any claim for remedy of the loss resulting from non-performance or non-timely performance of the agreement. Events called force majeure shall include *inter alia* fire, strike, epidemic, orders of authorities, natural disasters, strikes, embargoes, foreign currency transfer suspension, power restrictions, war or flood.
10. The Seller shall be entitled to postpone the date of Order realisation in case of occurrence of the circumstances for which it is not responsible.
11. If Order Confirmation contains another price than the one included in the Order placed by the Buyer, the agreement shall be concluded if the Buyer does not resign from the Order within 2 working days from the moment of confirmation receipt.

#### § 5. PAYMENT TERMS

1. Unless otherwise agreed by the Parties, the price resulting from the Order Confirmation shall be the price of the goods.
2. The Seller shall be entitled to demand payment of the price determined in the invoice issued according to the terms & conditions resulting from the Order Confirmation and from the concluded agreements.
3. In case of any doubts it shall be assumed that the prices determined by the Seller are net prices, which tax on goods and services shall be added to according to the rates being in force on the invoice issuing date.
4. The Buyer shall be obliged to pay the price on account of sale of the goods by the date determined in the VAT invoice of the Seller.
5. The date of recording of the payment in the bank account of the Seller determined in the invoice or the date of payment by cash shall be considered as the payment day.
6. Lack of overdue payments (including in particular lack of timely payment of an advance if provided for in the transaction terms & conditions) as well as non-exceedance of the trade credit limit by the Buyer shall be the condition for acceptance and realisation of the Order by the Seller. In case of a delay in payment of the advance the Seller shall have the right to postpone the date of Order realisation by the time of the delay in payment of this advance.
7. If the Buyer fails to pay the advance in a timely manner, the Seller may withdraw from the agreement having previously set an additional time limit for payment of the advance to the Buyer with a warning that in case of a failure to pay the advance within this additional time limit it will withdraw from the agreement.

8. In case of non-timely payment the Seller shall be entitled to demand payment of interest in its maximum amount determined in art. 359 § 2<sup>1</sup> of the Civil Code (*per annum*), without any additional calls for payment. The default interest shall be calculated from the day following the day, on which the Payment Term expired. In case of a delay in or lack of payment for the goods the Seller shall be entitled to claim - apart from the principal amount and the default interest - also reimbursement of the costs of the judicial proceedings, enforcement proceedings and legal representation. Moreover, the Seller shall be entitled to claim reimbursement of the costs connected with collection of this due amount.
9. Exercise of the entitlements determined above shall not deprive the Seller of the possibility to claim damages on general terms.
10. The Seller may suspend realisation of the accepted Orders if the Buyer fails to pay the price within the Payment Term determined in the VAT invoice. The Seller may make performance of a new Order placed by the Buyer which is overdue with payments or pays invoices in a non-timely fashion dependent on payment of an advance towards the new Order of the Buyer.
11. In case when the Buyer exceeds the Payment Term for the delivered goods resulting from at least one invoice, the Seller shall have the right to make the payments from all invoices, the Payment Terms of which have not expired yet and in relation to which the goods have been handed over, immediately due and payable.
12. The Payment Term shall be each time determined in days and shall be calculated from the invoice issuing date.
13. Lodging of a complaint shall not relieve the Buyer from the obligation to make timely payment for the goods.
14. The Buyer shall be obliged to make the payment for the goods within the agreed term also in case when the collection of the goods was delayed due to reasons attributable to the Buyer.
15. If the Buyer is delayed with payments to the Seller, the Seller shall have the right to credit the payment made by the Buyer first towards the costs of purchase of the materials needed for manufacture of the products, then, towards the default interest and next, towards the amounts which became due the earliest, regardless of the fact whether the Buyer indicates which due amount they pay, also in case when the costs, interest and due amounts result from more than one invoice. This provision shall waive the entitlements of the debtor determined in art. 451 §1 of the Civil Code.
16. At the same time, the Seller reserves the right to make a deduction on account of other receivables and liabilities in compliance with the provisions of the Civil Code.
17. Transfer of the amounts due to the Buyer from the Seller shall be acceptable solely upon prior consent of the Seller expressed in written form.
18. The Seller shall have the right to transfer its due amounts to third parties.

#### § 6. DELIVERY AND STORAGE TERMS & CONDITIONS

1. The Seller shall make all efforts in order for the goods to be packed in a proper way.
2. The Seller shall be bound by the delivery date solely in case when it confirms it in writing. In case of lack of confirmation of the date of performance of the Order by the Seller in writing it shall make all efforts in order to prepare the goods for collection with consideration of the interests of the Buyer.
3. The Buyer shall be obliged to collect the ordered goods within 7 working days from the date of receipt of the Order realisation notice from the Seller.
4. The subject of the Order is handed over by the Seller at the moment when the goods are made available for the Buyer in the agreed place while upon handover of the object by the Seller to the Buyer or to the person authorised by them the benefits and charges connected with the object as well as the risk of its accidental loss or damage shall pass to the Buyer.
5. The goods shall be handed over on the basis of the valid INCOTERMS which determine allocation of the transportation costs as well as the moment of the transfer of liability and risk connected with the delivery.
6. Each time before the delivery the Buyer shall be obliged to prepare proper conditions for collection and unloading of the delivery, including properly prepared hardened and dry storage place. If unloading of the delivery is at the side of the Buyer, they shall be obliged to proceed to delivery unloading within max. 2 hours from the moment of arrival of the delivery at the place indicated by the Buyer.
7. In case of a failure to meet the conditions determined in the preceding sentence, the Seller shall have the right to charge the Buyer with the additional costs connected with stoppage of the means of transport or additional transportation if needed. The fee for the stoppage shall be charged for each commenced hour.
8. The Buyer shall have the right to indicate an additional alternative place of unloading of the truck with the goods. The costs of unloading of the truck in the additional unloading place shall be borne by the Buyer. In case when delivery of the goods to the additional unloading place results in a longer transportation route or a material change of the transportation price, the additional transportation costs shall be charged to the Buyer. In case of deliveries realised upon the request of the Buyer by means of a special HDS truck, the Seller reserves the right to charge the Buyer with the cost of use of this crane truck according to the separate principles being in force in the company of the Seller applying to these deliveries.
9. Unless otherwise agreed by the Parties in writing, the Seller shall not be liable for any losses, damages or costs (direct or indirect ones) resulting from the claims of the Buyer on account of mistakes in the delivery or its delays caused by operation of the logistic operator.
10. The delivery dates resulting from the arrangements between the Parties may change in case of the events which the Seller had no impact on and/or which it is not responsible for.

11. In case when the Buyer postpones the agreed collection date for more than 7 days from the moment of receipt of the notice on realisation of their Order or in case of non-acceptance of the goods, the Seller shall have the right to charge the Buyer with the transportation costs and with the storage costs in the amount of 0.5% of the gross price for each day of storage, without the need to sign a separate storage understanding with the Buyer. The Buyer authorises the Seller to issue the invoice for the service determined above with 30-day payment term.
12. Additionally, in case when in the period of storage of the goods their market price increases, the Seller shall be entitled to claim an additional payment on this account.
13. The Seller shall not be liable for changes of the condition of the goods connected with their storage, occurring in spite of exercising of due diligence of storage, including in particular the ones connected with non-removal of the protective film in due time or long-term storage of the goods that are particularly sensitive to water condensate.
14. At the moment of receipt of the goods, the Buyer shall be obliged to check completeness of the delivery directly during the receipt and establish any potential deficiencies or damages of the goods as well as conformity of the delivered goods with the order and in particular condition, quality, quantity and assortment of the delivered goods. Upon handover of the goods, the Customer shall be also obliged to report all objections as to the condition of the packaging and its protection.
15. The Buyer shall perform the quantitative acceptance of the goods upon their handover/collection confirming in writing (personally or via an indicated person, e.g. the driver) collection of the goods in the goods release note which shall constitute the proof of collection of the goods in quantitative terms. The Buyer shall be obliged to report all remarks in this field upon handover of the delivery, in writing on the bill of lading or on the copy of the goods release note, potentially prepare a separate acceptance protocol with full description of the objections, signed both by the driver and by the Buyer, under the rigour of loss of the right to report them and to refer to them later. The bill of lading and the goods release note without any remarks as to the completeness of the cargo and the quality of the packaging shall constitute the proof of acceptance of the delivery by the Buyer without any objections.
16. The products of the Seller have to be stored, transported and unloaded with due diligence. The Seller shall not be liable for losses occurring during unloading of the goods at the premises of the Buyer if the Buyer is responsible for their unloading. In case of a failure of the Buyer to observe the transportation & storage recommendations the Seller reserves the possibility not to accept the potential complaint claims.

#### § 7. COMPLAINTS

1. The Parties shall be obliged to cooperate within exercising of the complaint entitlements, in particular to ensure access to faulty objects, to submit all documents, photos and information that are necessary for elimination of the defect as well as to allow for performance of the selected manner of liquidation of the lodged complaint.
2. The Seller shall be liable for the goods in compliance with the provisions being in force in Poland, with the reservations made in the sale agreement or in the GSTC.

All qualitative complaints should be reported to the Seller immediately and in writing under the pain of nullity. Within the reported complaint, the Buyer shall provide the following data identifying purchase of the products: purchase date, agreement date and number, orders, purchase invoices; as far as possible, identification data of the subject of the complaint (e.g. serial number of the container), photos of the products being the subject of the complaint showing the essence of the defect together with accurate description of the reason and subject of the complaint as well as the expected manner of complaint settlement.
3. Qualitative complaints or complaints about visible physical defects occurring as a result of transportation (lock bending, mechanical damages of lining, abrasions and scratchings of organic layer) should be reported by the Buyer in writing immediately, not later than on the day of unloading of the goods. Moreover, in case of these complaints it shall be necessary for the Buyer to make a relevant remark in the bill of lading and in the goods release note (ascertainment of a deficiency or damage). The remark has to be signed by the driver realising the delivery. A failure to make an official report within the specified time limit shall mean receipt of the delivery without any qualitative objections by the Buyer.
4. The Customer shall be obliged to report the complaints relating to manufacturing defects (qualitative latent defects), earlier detection of which was not possible in spite of accurate examination of the cargo, immediately after their detection in the manner specified herein, preparing a written non-conformity protocol and obligatorily attaching photo documentation thereto. The Seller reserves the right to inspect the reported loss in the place of use of the subject of sale.
5. The Buyer shall be obliged to deliver all necessary documentation with description of the defect and photo documentation to the Seller as well as to make it possible for the Seller to perform visual inspection of the product being the subject of the complaint, including sampling and performance of technical tests, under the rigour of loss of the right to the complaint claims against the Seller.
6. In case of lack of understanding as to legitimacy of the complaint, either Party may appoint an expert. The costs of consultation with the expert shall be borne by the Party indicated by them as responsible for occurrence of the loss.
7. In case of acceptance of legitimacy of the complaint of the Buyer, the Seller reserves the right to select the manner of final settlement of the complaint, depending on the size of the loss and the related costs, with reservation of potential other guarantee entitlements if determined in the guarantee document. In case of acceptance of the complaint by the Seller but refusal to perform a repair, replace the goods into new ones, being free from defects, or pay damages, the Buyer may demand a decrease of the purchase price or withdraw from the agreement.
8. Satisfaction of the claims of the Buyer in the manner determined above shall exclude the possibility to demand further compensation on this account in the future, in particular to claim loss remedy on general terms.
9. In case of acceptance of the entitlement to replace the product into a defect-free one by the Seller, the Buyer shall be obliged to hand over the replaced products without any additional requests. If the Buyer hinders or prevents settlement of the complaint in the manner selected

by the Seller, they shall lose the entitlements to the claims against the Seller and in particular, in such case the Seller shall be free from any liability for the loss occurring in connection with the defects being the subject of the complaint.

10. In case when the Buyer is delayed with payment of any liabilities or performance of any obligations towards the Seller, the Seller shall have the right to suspend realisation of the complaint claims of the Buyer to the time when the Buyer pays all overdue amounts and performs all other obligations.
11. The Buyer shall lose all entitlements to pursue any claims against the Seller connected with purchase of the goods if they failed to examine the goods at the moment of their acquisition and failed to notify the Seller immediately of the noticed defects or irregularities. The entitlements shall be lost in particular in case when the Buyer noticed the defects or irregularities and in spite of they installed the subject of the purchase without consultation with the Seller.
12. For galvanised products made of hot-galvanised steel occurrence of dark and light grey areas on the surface, insignificant unevenness of the external surface as well as white rust shall not constitute the basis for a complaint provided that the zinc layer still has the minimum thickness.
13. The Seller shall not be liable for damages of the goods occurring after their handover as a result of their improper storage (including contact with water, soil or wet ground), improper installation or use.
14. The guarantee entitlements and time limits shall be as specified in the guarantee card. The guarantee shall not be extended in case of repair of defects.
15. The guarantee entitlements relating to equipment of containers / modular objects shall be as specified in the card of the manufacturer of the given equipment (e.g. door or window frames).

#### **§ 8. LIABILITY**

1. The Seller shall not be liable for indirect or secondary losses, economic losses and lost profits of the Buyer, in particular losses caused by imperfectness or loss of the subject of the purchase, adjacent devices, remuneration, etc. In any case liability of the Seller shall be limited to the net price of the sold goods paid actually by the Buyer.
2. The Seller shall be liable for non-performance or improper performance of the agreement, with the reservation that this liability shall be limited to the loss having actual nature, excluding lost profits. Liability of the Seller shall be excluded for losses occurring due to improper selection of the goods, their improper use and maintenance or use contrary to their purpose or manual of the Seller as well as any losses, occurrence or size of which has been impacted by the condition and properties of the infrastructure, within which the goods are to be used, including in particular those of its elements, which the goods are to be connected with.
3. In any case liability of the Seller on account of any losses not covered by the exclusion shall be limited to the actual loss of the Buyer in the amount not exceeding the net price of the product, while this limitation shall not be applicable to losses caused due to intentional fault.
4. Unless the Parties agree expressly upon the requirement for the delivered products to conform to the requirements of the Polish Standards or other technical or safety standards in the form of a written understanding of the Parties, the Seller shall not be liable for losses resulting therefrom.
5. The Seller shall not be liable towards the Buyer for defects of the goods manufactured by the Buyer with the use of the products supplied by the Seller.
6. The Seller shall not be liable for fitness of the product for any specific purpose as it is the Buyer, being aware of their requirements, that shall be responsible for assessment of fitness of the goods for the given purpose before their use or connection with another product. Liability of the Seller for fitness of the product for the given application shall be excluded.
7. Liability of the Seller on account of the statutory warranty for physical and legal defects of the goods shall be excluded.

#### **§ 9. CONTRACTUAL PENALTIES**

1. The Seller shall pay a contractual penalty to the Buyer for illegitimate withdrawal from realisation of the Order accepted for realisation by means of a relevant confirmation due to reasons attributable to the Seller and within its control - in the amount of 20% of the contractual amount.
2. The Buyer shall pay a contractual penalty to the Seller for illegitimate withdrawal from the Order/agreement by the Buyer due to reasons not attributable to the Seller - in the amount of 20% of the contractual amount. In such case, the Buyer shall also reimburse the costs incurred in connection with the Order of the Buyer accepted for realisation (including costs of purchase of materials, etc.) on the basis of a detailed calculation presented by the Seller.

#### **§ 10. OWNERSHIP RIGHT**

1. To the time of price payment the Seller reserves the ownership right to the subject of sale which results in the fact that the Seller shall be the owner of the subject of sale to the moment when the Buyer pays the full amount due for the collected goods as well as pays other due amounts under the sale agreement, regardless of the place of storage or installation of the product (e.g. at the premises of other business entities).
2. The Buyer shall bear the risk of accidental loss or damage of the goods in the period between their handover and the transfer of the ownership right to the goods to them. The Seller may request the Buyer to conclude an agreement on insurance of the goods against their

accidental loss or damage to the benefit of the Seller for the period determined above, up to the amount corresponding to the full value of the goods, as well as to transfer all entitlements under the insurance agreement concluded to the benefit of the Buyer and claims towards third parties responsible for the destruction or damage of the goods to the Seller. In such case, the Buyer shall be obliged to send a copy of the insurance policy for the goods to the Seller immediately after its receipt as well as they shall be obliged to notify the insurance company on disposal of the receivable under the insurance agreement to the benefit of the Seller and to send a copy of such notice to the Seller immediately. In case of a failure of the Buyer to perform the obligation determined above, the Seller may withdraw from the agreement within 30 days counted from the date of expiry of the time limit for presentation of the policy.

3. The Seller may authorise the Buyer in writing to further disposal of the goods being subject to reservation of the ownership right within the operated enterprise under the condition that at the same time the Buyer performs effective assignment of the claim against the further acquirer of the goods for price payment to the Seller. The performed assignment shall constitute security for the claim of the Seller for payment of the sale price by the Buyer and shall not relieve them from the obligation to pay the remaining part of the price; in case of further disposal of the goods, the Buyer shall be obliged to inform the Seller on who the further acquirer is.
4. In case of return of the goods manufactured upon an individual order of the Buyer, even if it is performed upon understanding of the Parties and relates to non-damaged goods, the Seller may charge the Buyer with a handling fee on account of the return in the amount of 10% of the value of the goods being the subject of the return.
5. In the circumstances determined above, in case of institution of the bankruptcy or arrangement proceedings in relation to the Buyer, they shall be obliged to mark the goods in the manner indicating existence of the reservation of the ownership right to the benefit of the Seller. In case of seizure of the goods constituting the ownership of the Seller in the course of the enforcement proceedings relating to the assets of the Buyer they shall be obliged to inform the Seller immediately on this fact and to cooperate upon realisation of its rights in relation to the entity seizing the goods within all available remedies. Upon the request of the Seller, the Buyer shall be obliged to provide immediately all information on where the goods covered by the reservation of ownership are stored.
6. If the Buyer fails to make the payment within the required term, the Seller shall have the right to request the Buyer to return the subject of sale which was not paid for by the Buyer in a timely manner. The Seller may also request payment of damages if the value of the returned product understood as its current market price has decreased in relation to the value determined in the sale invoice relating to the product, including in case when it has been used up or damaged.

#### § 11. GDPR CLAUSE

1. The Buyer represents that they consent to processing of their personal data by the data controller being Weldon Sp. z o.o. with registered office in Brzezówka, 39-102 Brzezówka 90A, registered in the National Court Register under National Court Register (KRS) number: 0000165528 for the purposes:
  - a) connected with correct performance of purchase & sale agreements in the country and abroad;
  - b) connected with sending of marketing offers to the business partner;
  - c) of exchange of correspondence;
  - d) of examination of a complaint or pursuit and defence in case of occurrence of mutual claims.
2. The Buyer represents that the personal data provided by them has been provided in a voluntary way as well as is compliant with the truth.
3. The Buyer represents that they have acquainted themselves with the content of the information clause, including information on the purpose and manners of personal data processing as well as on the right of access to the content of their data and on the right to rectify it.
4. The Seller represents that the Buyer may withdraw the consent expressed in this paragraph, which should be expressed in written form, at any time. Withdrawal of the consent to personal data processing by the Buyer shall not affect lawfulness of personal data processing to the moment of making of the representation on withdrawal of the consent to personal data processing by the Buyer.

#### § 12. CONFIDENTIALITY

1. In the term and after the expiry or termination hereof, the Buyer shall not disseminate, disclose and use also such information that does not constitute a business secret of the Seller but dissemination, disclosure or use of which could harm the reputation of or otherwise cause a loss to the Seller.
2. The Seller reserves the right to use the information on the investments and/or designing works and/or execution works performed with the use of the products or technologies of the Seller. This use shall apply to marketing actions, including in particular to informing on such investments and/or works as well as to recording of the investments and/or works in the forms of photos or in another graphic form as well as publishing them in any advertising materials of the Seller.
3. The **Non-Disclosure Clause** constituting **Appendix 2** to this Agreement, the provisions of which the Buyer accepts fully together with the content of these GSTC, shall constitute an integral part of this Agreement.

#### § 13. OTHER PROVISIONS

1. The Buyer undertakes to notify the Seller immediately in writing of each change of their registered office or place of residence and address for deliveries. A failure to notify the Seller thereof shall result in the fact that deliveries made to the addresses determined in the Order or in other commercial understandings concluded between the Seller and the Buyer shall be considered as effective after one ineffective advice.

**§ 14. FINAL PROVISIONS**

1. The Polish law shall be the governing law for the GSTC.
2. The text of the GSTC in Polish shall constitute their original version.
3. Provisions of the Civil Code shall be applicable to the issues not governed herein.
4. Ascertainment of invalidity of single provisions shall not affect validity of the other provisions of the GSTC.
5. The Parties shall strive for amicable settlement of all disputes resulting in connection with performance of the agreements covered by these Terms & Conditions. In case of an impossibility to settle the issue in an amicable way, the court having jurisdiction over the registered office of the Seller shall be competent for settlement of the dispute.

***Appendices:***

*Appendix 1 - Order Acceptance Confirmation Template*

*Appendix 2 - Non-Disclosure Clause*

## Appendix 1

CONFIRMATION OF ORDER ACCEPTANCE FOR REALISATION				
Order No.: ..... Place and date: .....				
<b>Customer:</b> Name: ..... Address: ..... Tax Identification Number (NIP):.....			<b>Seller:</b> Name: <b>WELDON Sp. z o.o.</b> Address: <b>39-102 Brzezówka 90A</b> Tax Identification Number (NIP): <b>8722167676</b>	
In response to Order No. .... of ....., we hereby confirm acceptance of the Order for realisation on the terms & conditions specified below:				
No.	Subject of the Order:	Quantity:	NET unit price	NET total price
Realisation term:				
Payment terms:				
Terms & conditions and place of delivery:				
Necessary documentation:				
PLEASE NOTE!				
1. The date of inflow of the due amount to the account of the SELLER shall be considered as the payment date.				
2. The Seller shall charge statutory interest for a delay in payment of the contractual remuneration.				
3. Other terms & conditions: .....				
4. The CUSTOMER is/is not** the VAT payer and has Tax Identification Number (NIP) .....				
5. The Seller shall add VAT to the determined prices according to the applicable legal provisions.				
6. Provisions of the Civil Code as well as provisions of the General Sales Terms & Conditions (GSTC) of the Seller available on the website shall apply to the issues not governed by this confirmation or by a separate agreement prepared in writing. General commercial terms & conditions of the Customer shall not apply to the legal relationship between the Parties even if they occur in the Order or in other correspondence of the Customer and are not questioned by the Seller.				
7. The Parties unanimously represent that they are aware of the state of COVID-19 epidemic occurring on the territory of Poland, the effects of which may affect the date of realisation of the subject hereof. Taking the fact determined above into account, the Parties decide that this state in specific circumstances may constitute the state of force majeure, in which case the impossibility to observe the date of realisation of the subject hereof occurs due to reasons beyond control of either Party.				

The Contractor shall be obliged to inform the Customer on the problems or circumstances which may affect the date of realisation of the Agreement due to the reason determined above immediately, in written and exhaustive manner.

8. Provisions of the Polish law, including in particular the ones of the Civil Code, shall apply to the issues not determined herein. The Polish court having jurisdiction over the registered office of the Contractor shall be the competent court for examination of the potential claims hereunder. Provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to performance hereof.
9. If the CUSTOMER does not accept the terms & conditions determined herein, they shall be obliged to notify the SELLER thereof within 2 working days from the date of receipt hereof. In case of lack of the feedback determined in the preceding sentence, the terms & conditions contained herein shall be considered as accepted by the Buyer and the purchase & sale agreement between the Buyer and the Seller shall be considered as concluded.

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## Appendix 2

### NON-DISCLOSURE CLAUSE

#### PREAMBLE

Whereas the Parties in connection with the conducted business activity intend to consider and potentially establish cooperation as well as conduct the related negotiations and in consequence allow for the possibility to conclude cooperation agreement and to perform them later, they plan to exchange confidential information relating to the content and character of the conducted discussions and negotiations, the subject and the terms & conditions of cooperation, the possessed infrastructure and potential, technological processes, manufacturing techniques, technical drawings as well as plans of construction and components of products, which in understanding of the Parties constitutes a business secret, including in particular know-how worked out jointly or provided to the Buyer by Weldon Sp. z o.o., the Parties agree as follows:

#### § 1. DEFINITIONS

Whenever this Clause (hereinafter: 'Clause') refers to 'Confidential Information', it should be understood as any information relating to the Seller, provided or disclosed to the Buyer (whether in written or oral form or on the basis of observation) before or after placement of the order with the Seller by the Buyer but also in any case connected with the actions of the Seller determined in this Clause, by the Seller or its shareholders, consultants, employees, members of bodies, business partners, legal advisors, entities affiliated with them or controlled by them or other entities related with them by means of an agreement or otherwise, with exclusion of the information which is expressly marked by the Seller as not being Confidential Information. Confidential Information shall include also all carriers containing it, in electronic or paper form, such as reports, analyses, specifications, tests, designs of products, copies, excerpts or other documents prepared by the Seller or on its behalf, which contain Confidential Information, as well as any modules, samples, prototypes or their parts connected with cooperation of the Seller determined in the Preamble hereof.

#### § 2. UNDERTAKINGS

1. While obtaining Confidential Information from the Seller, the Buyer undertakes:
  - a) to keep all Confidential Information relating to the Seller in strict and absolute secret as well as not to disclose any Confidential Information without obtaining of a prior consent of the Seller having written form under the pain of nullity,
  - b) to use or apply the Confidential Information relating to the Seller solely for the purposes of the cooperation established between the Parties as well as for the purposes connected with performance of cooperation of the Parties determined in the Preamble hereof,
  - c) not to disclose and/or not to make any Confidential Information otherwise available to any third parties without a prior consent of the Seller having written form under the pain of nullity, subject to the provisions of sections 2 and 3 of this paragraph,
  - d) to store all Confidential Information in a proper and secure way so as to guarantee that it is not disclosed or used in an unauthorised manner,
  - e) to oblige the employees and associates as well as other entities to which the Confidential Information is being disclosed to observe the principles for protection of the Confidential Information by meeting of the requirements by these persons with at least the same level of diligence as the one that is required for protection of secrecy of the Confidential Information determined herein,
  - f) to inform the Seller on any cases of violation of secrecy of the Confidential Information or its use in a manner that is incompliant with the agreement concluded by the Parties or herewith,
  - g) to return or destroy all materials containing any Confidential Information relating to the Seller (including any copies possessed by them or possessed by the members of the management board, members of the managerial staff, employees and consultants) in the term of cooperation, upon a written request of the Seller and at their own cost, with exclusion of the Confidential Information which is necessary for performance of cooperation between the Parties determined in the preamble hereof or for demonstration of due performance of contractual obligations or in order to ensure compliance of the course of action with the applicable legal provisions.
2. The Buyer shall have the right to disclose the Confidential Information to a third party or to use the Confidential Information for another purpose than the one provided for herein solely on condition of obtaining of a prior consent of the Seller expressed in writing under the pain of nullity.
3. The Buyer may disclose the Confidential Information if such action constitutes performance of an obligation resulting from mandatory rules of the law or a request of a court or a public administration authority, including a legally valid ruling or a final decision. Before disclosure of the Confidential Information the Buyer shall inform the Seller on this fact in writing and shall take proper actions aimed at protection of the Confidential Information to the extent, in which it does not conflict with the legal provisions.
4. The Buyer shall present the list of the entities which they have disclosed the Confidential Information to immediately upon the request of the Buyer.

#### § 3. LIMITATIONS

The undertakings determined herein shall not apply to the Confidential Information:

- a) which was publicly known on the date of its disclosure or which became publicly known after the date of its disclosure in any way without violation of the provisions hereof,
- b) in relation to which the Buyer proves that they possessed it or that they knew the Confidential Information (in connection with its use, existence in their files, computer records or record on other carriers) before its acquisition in connection with performance of cooperation of the Parties determined in the Preamble.

**§ 4. LIABILITY**

1. Each case of violation of secrecy of the Confidential Information by the Buyer shall result in rise of an obligation to pay a contractual penalty to the Seller in the amount of PLN 100,000.00 (say: *one hundred thousand zloty*). In case of disclosure of the Confidential Information payment of the contractual penalty by the Buyer shall not exclude the possibility of the Seller to claim damages exceeding the amount of the contractual penalty.
2. The term for payment of the contractual penalty shall be 3 days from the date of receipt of the call for payment from the Seller by the Buyer.

**§ 5. TERM**

1. The provisions hereof shall apply to all Confidential Information exchanged between the Parties in connection with their mutual cooperation, both before and after placement of the Order by the Buyer, for the term that is necessary for performance of the obligations determined in a detailed way in the Preamble hereof as well as for 2 years counting from the date of completion of performance of the said obligations.

**§ 6. RETURN OF CONFIDENTIAL INFORMATION**

1. Immediately after completion of cooperation the Buyer - according to the decision of the Seller - shall return or destroy (as well as present a written representation on destruction of the Confidential Information) all copies of the Confidential Information both in paper form and in electronic form, with exclusion of the Confidential Information that is necessary for the Buyer to demonstrate due performance of the contractual obligations or in order to ensure compliance of the course of action with the applicable legal provisions.
2. The Buyer undertakes to use the non-returned or non-destroyed Confidential Information determined in sections 1 and 2 of this paragraph in the manner taking the obligations specified in § 2 hereof into account.

**§ 7. TRANSFER OF RIGHTS AND UNDERTAKINGS**

The rights and undertakings covered by this Clause may not constitute the subject of assignment without a prior consent of the other Party which should be expressed in writing under the pain of nullity.

**§ 8. FINAL PROVISIONS**

1. This Clause shall be subject to the provisions of the Polish law and should be interpreted in compliance therewith. Any disputes occurring in connection herewith shall be settled by a common court having jurisdiction over the registered office of Weldon Sp. z o.o.
2. The Parties may amend or modify this Clause solely in writing under the pain of nullity.
3. If any of the provisions hereof becomes invalid or unenforceable, it shall have no impact on and it shall be without any prejudice to validity of its remaining provisions. The invalid or unenforceable provision shall be replaced by the Parties with a provision that fulfils the economic purpose of the invalid or unenforceable to the maximum extent possible.