

GENERAL TERMS AND CONDITIONS OF SALE

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GLASIMO PROJECTS Sp. z o.o. with its registered office in Opole, entered in the Register of Entrepreneurs of the National Court Register by the District Court in Opole, 8th Commercial Division, under number KRS: 0000777620

General Terms and Conditions of Sale, Delivery and Services for customers other than consumers.

1. General provisions. Application.

- 1.1.** Based on these General Terms and Conditions of Sale, Delivery and Services (hereinafter referred to as the "GTCS"), GLASIMO PROJECTS Spółka z o.o. with its registered office in Opole, at the address: ul. Składowa 6, entered in the Register of Entrepreneurs of the National Court Register under number 0000777620, NIP number: 7543214482, REGON number: 382866137, hereinafter referred to as the "Seller" shall conclude contracts with entrepreneurs within the meaning of Article 33¹ of the Civil Code, being natural persons, legal persons or organisational units without legal personality, both domestic and foreign, hereinafter referred to collectively as the "Customer". The subject of the contracts shall include movables, hereinafter referred to as "Goods". The Customer and the Seller shall be hereinafter referred to collectively as: the "Parties".
- 1.2.** These GTCS shall apply to all contracts for sale, delivery and services, including assembly and consulting services for Customers. The same shall apply to the situation where the Seller has not expressly objected to the regulations or general terms and conditions of purchase, delivery or payment used by the Customer.
- 1.3.** In the event of any sale outside the territory of the Republic of Poland, Polish substantive law shall apply, with the exception of the Vienna Convention, as referred to in paragraph 12.2. of the GTCS. These GTCS are also available in English and German.

2. The offer. Conclusion of the contract.

- 2.1.** The statements contained in our catalogues, other commercial documents, and available on the Internet, shall not be offers within the meaning of the Civil Code, and should be treated only as an invitation to conclude a contract. The contract shall be concluded only if the Seller confirms in writing or in the form of a document (e-mail, fax) acceptance of the order placed by the Customer (hereinafter referred to as the: **Order Confirmation**).
- 2.2.** It shall be allowed to conclude a contract confirmed and documented by a delivery document or a VAT invoice in the case of sale of finished, standard commercial goods.
- 2.3.** Verbal arrangements or assurances of our employees, sales representatives and advisers that exceed the scope of the accepted Order shall require a written confirmation to be valid. This shall not apply to the statements of persons authorised to represent the Seller, in accordance with the rules disclosed in the register of entrepreneurs.
- 2.4.** The General Terms and Conditions of Sale shall constitute an integral part of each offer, price list or delivery, sale or cooperation contract to which the Seller is a party.
- 2.5.** The offers submitted by the Seller shall be valid in the following periods: limited-term offer – in the period specified in the offer, unlimited-term offer – in the period of 30 days.
- 2.6.** Failure to confirm the acceptance of the order shall not be considered a tacit acceptance of the terms and conditions of the order.
- 2.7.** In the event that new circumstances come to light after the conclusion of the contract, in particular, if the Customer delays the payment of the price for sales and deliveries completed on the basis of previously concluded contracts, the Seller may demand payment of the price or prepayment, regardless of the stipulated date, and shall reserve the right to demand appropriate security (surety, limited property right, debtor's or third party's promissory note). Until the

payment, prepayment or security is received, the Seller may refrain from fulfilling the contractual obligations.

- 2.8.** Modifications, additions or cancellations of an accepted Order, in whole or in part, shall be made only on the basis of a separate written agreement with the Seller which may be concluded no later than the start date of the production, treatment or processing of the Goods ordered.
- 2.9.** A sales contract shall be concluded when the Parties agree on all the terms and conditions of the contract and they are confirmed by the Seller. The scope of the contract shall include the order to be executed, as confirmed by the Seller.
- 2.10.** If the Customer does not accept specific terms and conditions of the contract, stated by the Seller in the order confirmation, the Customer shall be required to immediately notify the Seller of this fact (no later than within 24 hours). Failure to notify shall be tantamount to accepting the additional terms and conditions stated in the confirmation.
- 2.11.** The Seller shall agree to manufacture the products in accordance with the confirmed order, and standards and reference documents currently in force in Poland.
- 2.12.** For orders in all design formats (DXF, DWG), and in non-design formats (PDF, JPG), the Seller shall accept the descriptive dimensions placed in the drawings as production dimensions. The Customer shall be required to check the drawings for compliance of the actual dimension with the descriptive dimension. The Seller shall not be liable for any resulting errors.

3. Delivery deadlines.

- 3.1.** The deadline for delivery of the Goods shall be indicative and estimated, unless it has been expressly stated in the accepted Order that it is a binding date for the Seller. The delivery period shall begin when all technical and other details of the Order have been clarified between the Parties, the required documents have been submitted, or an advance or prepayment has been made. The deadline for delivery of the Goods shall be extended by at least the period of the Customer's delay in fulfilment of their obligations under the current order or in the performance of the contract.
- 3.2.** Partial deliveries shall be acceptable. Then the Seller shall issue a VAT invoice including the price for the completed delivery.
- 3.3.** The deadline for the performance of the contract or delivery of the Goods shall be extended by the duration of force majeure or any obstacles that were unforeseeable when the contract was being concluded, caused by circumstances for which the Seller is not responsible (e.g. disruptions in the production plant, strikes, roadblocks, road traffic difficulties, infrastructure failure). The deadline shall also be extended by the duration of the above-mentioned events if these events affected the Seller's predecessors in the supply chain: supply contractors, suppliers or subcontractors. The Customer shall be informed immediately, as far as possible, about the occurrence of force majeure or the above-mentioned obstacles and their expected duration. Then, the Customer may request the Seller to declare whether the Seller withdraws from the contract or the delivery shall be completed within an additional period depending on these circumstances. In the absence of the Seller's declaration, the Customer may withdraw from the contract, including partial withdrawal and collection and payment for the manufactured part of the order. In this case, the Customer's claims for compensation shall be excluded.
- 3.4.** The Seller's liability for the delay in delivery of the Goods shall be limited to the Seller's own actions or omissions. The Seller shall not be liable for any actions or omissions of the Seller's predecessors in the supply chain.
- 3.5.** In the event of any delay in the release of the Goods, the Customer shall be required to set in writing an appropriate additional period for the Seller to perform the contract, not shorter than 7 business days. After the ineffective expiry of

the additional period, the Customer shall be required to declare whether the Customer still demands the performance of the contract in full, in part, or withdraws from the contract.

4. The passing of risk. Packaging.

- 4.1.** If the sales contract is concluded with the Seller's obligation to deliver or transport the Goods, the Seller shall choose both the route and the means of transport. The method of packaging shall be adequate to the properties of the Goods ordered. The choice of the type of racks intended for the Goods for the duration of loading, transport and unloading shall depend on individual agreements with the Customer, while "A" or "L" type racks and wooden boxes are normally used. If the use of metal racks is individually agreed, there is an agreement between the Parties for the lending of metal racks, which is an integral part of the Customer's obligation.
- 4.2.** The obligation to release the Goods shall arise, as a rule, when the Goods are left at the Customer's disposal in our registered office or in our plant (EXW [Opole] Incoterms® 2010).
- 4.3.** If the Goods are dispatched to the place of destination via a carrier, the Customer shall be required to inspect the shipment. If any loss of or damage to the Goods or their packaging while in transport has been found, the Customer shall be required to take all actions necessary to establish the liability of the carrier.
- 4.4.** If there is an obligation to release the Goods to the Customer at the place indicated by the Customer (e.g. construction site), the risk of accidental loss of or damage to the Goods shall pass to the Customer upon handing them over to the carrier, regardless of whether the carrier was chosen by the Seller, the Customer or a third party.
- 4.5.** If the Goods are transported using the Seller's own transport, or transport ordered by the Seller, the risk of accidental loss of or damage to the Goods shall pass to the Customer when they are made available for unloading at the place indicated by the Customer. The Customer shall be required to employ trained personnel and have equipment for the proper unloading, storage and use of the Goods. If the transport company charges the Seller with additional costs for delay in unloading caused by an extended period of downtime and waiting for unloading, these costs shall be recharged to the Customer. The assistance and cooperation of the driver during unloading shall not mean that the Seller accepts additional liability for unloading and for the Goods.
- 4.6.** If the commencement or completion of transport using the Seller's own transport or transport ordered by the Seller suffers a temporary obstacle due to circumstances attributable to the Customer, the costs of safekeeping, storage and the risk of accidental loss of or damage to the Goods shall be borne by the Customer. Upon placing the Goods in storage, the price for the Goods that has not yet been paid shall fall immediately due.
- 4.7.** The metal racks shall be the property of the Seller. For the duration of loading, transport and unloading, the Customer shall be authorised to use the racks free of charge, in accordance with their properties and intended use. The Customer shall not be permitted to give the racks to a third party for use without the consent of the Seller. After unloading, the Customer shall be required to immediately return the metal racks to the Seller in a non-deteriorated condition. If the racks have been given to another person, e.g. a carrier, forwarder, construction site security guards, then the obligation to return the racks shall also be imposed on these persons. The Seller's claims for compensation for damage to or deterioration of the substance of the metal racks, or for their loss, shall be valid irrespective of the claims related to the sale.
- 4.8.** Upon the release of the Goods, wooden racks and wooden boxes shall become the property of the Customer, unless the Parties agree otherwise in an individual agreement.

- 4.9.** The qualitative and quantitative acceptance of the Goods shall occur at the place of their delivery, i.e. in the Customer's registered office or at another place of delivery indicated by the Customer (e.g. construction site), and for the EXW rule in the Seller's registered office.
- 4.10.** Each batch of delivery of the Goods shall be documented for domestic deliveries: by WZ (Warehouse Release) or PD (Delivery Confirmation) document, and for cross-border deliveries by the consignment note (CMR) and WZD (Warehouse Release for Delivery) or PD (Delivery Confirmation) document, accompanied by a relevant specification, which will be the basis for the quantitative and qualitative acceptance of the Goods.
- 4.11.** The batch of delivered Goods shall be considered accepted without reservations in terms of quantity and without visible damage when the Customer's representative signs the documents referred to in paragraph 4.10. The Customer shall be required to indicate an authorised person to sign the Goods receipt documents. If no person has been indicated as authorised to collect the Goods or there are other doubts, each person signing the above-mentioned documents in the Customer's registered office, or any other place of receipt of the Goods indicated by the Customer, shall be considered to be a duly authorised representative of the Customer.
- 4.12.** Missing quantities in the delivery in relation to the quantity specified in the documents, referred to in paragraph 4.10, or visible damage to the Goods must be reported at the time of handing over the batch of Goods by making an appropriate note in the WZ/WZD or PD document.
- 4.13.** The batch of Goods delivered should be accepted in terms of quality when the batch of Goods delivered is received, or at a later date, if it was not possible at the time of receipt for objective reasons, not later than before installation, but within 7 days from the date of delivery.
- 4.14.** For the EXW rule, the Seller's liability for the loss of or damage to the Goods delivered shall end after the Goods are loaded onto the means of transport, and for the DDU rule, at the time when their unloading by the Customer/recipient should begin.
- 4.15.** The Customer shall be required to secure appropriate storage conditions for the Goods, such as storage in roofed, dry, airy places, not exposed to direct sunlight. If the Seller secures the Goods with a wrapping film, the Customer shall be required to remove it within 7 days from the date of delivery. The Seller shall not be liable for any damage caused by storage of the Goods in inappropriate conditions.
- 4.16.** The Customer's confirmation of the receipt of the Goods on the consignment note shall be tantamount to the confirmation of the receipt of the racks.
- 4.17.** The delivery of the Goods to the Customer shall not include unloading, unless the Parties have agreed otherwise. The Customer shall be responsible for unloading and the related risk.

5. Price. Terms of payment.

- 5.1.** The price shall include the Goods ordered and shall be a net price. The price shall also include the usual cost of packaging of the Goods at wooden racks and in wooden boxes. The price shall be individually agreed in the contract.
- 5.2.** The price to be paid shall be the value expressed in monetary units, in the currency agreed between the Parties, which the Customer is required to pay to the Seller for the Goods and the service. VAT shall be added to the price at the applicable rate.
- 5.3.** A separate price shall be charged for transport with the use of metal racks, for downtime and waiting time for unloading, costs of safekeeping or storage of goods. At the Customer's request, the Goods may be insured, and the total cost of the insurance premium shall be paid by the Customer.

- 5.4.** If the release of the Goods is to take place later than 3 months from the date of acceptance of the Order, the Seller shall reserve the right to change the price for the Goods, unless the Parties have agreed otherwise.
- 5.5.** The Seller may request partial payment in a situation where the delivery of all the Goods cannot take place within the agreed deadline due to circumstances for which the Seller is not responsible. In such case, the Seller shall submit to the Customer a statement in which the Seller shall specify both the amount of individual partial payments and the date of each of them.
- 5.6.** The price shall be due on the date specified in the VAT invoice, unless the price becomes immediately due as a result of the circumstances referred to in paragraph 4.6 of these GTCS. If the Customer has become insolvent or if, due to the circumstances for which the Customer is responsible, the security of payment is doubtful considering the financial standing of the debtor or the provider of the security, the Seller may demand payment regardless of the date specified in the VAT invoice.
- 5.7.** The Customer's payments shall be credited by the Seller first towards the debt for the due price and related incidental charges (e.g. interest for delay). If there are several debts due under separate sales transactions, the Seller shall have the right to credit the payment towards the oldest debt.
- 5.8.** If the Customer is late with payment, the Seller may charge interest for delay in commercial transactions in accordance with the provisions of the Act of 8 March 2013 on payment deadlines in commercial transactions.
- 5.9.** In the event of a delay, the Seller shall be authorised to request the Customer to return the Goods delivered, as referred to in Chapter 6, and to enter the Customer's enterprise or plants to collect the Goods for which the price has not been paid.

6. Title retention clause.

- 6.1.** The Seller shall retain the title to the Goods sold only for unprocessed glass, sold in standard commercial dimensions, until the full price is paid. In this case, the title to the Goods shall be transferred to the Customer at the time of payment of the price plus interest for late payment, if any. In the event of delay in payment, the Seller shall be authorised to inform the owner of the building about the retained title to the Goods and to demand their release or payment of compensation.
- 6.2.** If the Goods are combined with other items on the construction site in such a way that their restoration to the previous condition would involve excessive difficulties or costs, the existing owners of these items shall become co-owners of the whole. The share in co-ownership corresponds to the ratio of the value of the Goods sold to the total value of the items with which they were combined. The Seller shall have the right to notify the project owner, project management company or general contractor of the creation of co-ownership as a result of the combination, at the Seller's choice.
- 6.3.** If a third party or a law protection authority (bailiff, official receiver, court supervisor, administrator) makes any claims regarding the Goods in the possession of the Customer, the Customer shall be required to immediately notify the Seller and request that the Seller participate in the case.
- 6.4.** In the period from the release of the Goods to the due date of the price, the Customer shall be authorised to resell the Goods, provided that the Customer's claims against final buyers are assigned to the Seller (assignment for security). The term resale also means the placement of the Goods into a building.
- 6.5.** The Customer shall be authorised to cash in the claims covered by the assignment for security. This authorisation may be revoked by the Seller, who may then request the final buyers directly to pay the outstanding price for the Goods, subject to retention of title. At the request of the

Seller, the Customer shall be required to notify the final buyers of the retention of title, and of the assignment for security. The Seller shall also be authorised to notify the final buyers of the retention of title and the assignment for security. At each request, the Customer shall be required to provide the Seller with the name, surname, company name and address of debtors – final buyers, and the address of the construction site where the Goods subject to retention of title are located.

7. Complaints. Quality liability. Guarantee.

- 7.1.** Complaints about the Goods purchased shall be processed as follows.

7.1.1. Liability under the statutory warranty shall be excluded. The Seller shall hereby grant a guarantee for compliance of the properties of the Goods purchased, only for the glass products and goods offered, with the currently applicable standards listed below. The liability under the guarantee shall cover only non-compliance with the standard for reasons inherent in the substance of the Goods sold.

7.1.1.1. Basic glass products: compliance with **EN 572-1** standard (Glass in building. General physical and mechanical properties);

7.1.1.2. Float glass: compliance with **EN 572-2** standard;

7.1.1.3. Polished wired glass: compliance with **EN 572-3** standard;

7.1.1.4. Drawn sheet glass: compliance with **EN 572-4** standard;

7.1.1.5. Patterned glass: compliance with **EN 572-5** standard;

7.1.1.6. Wired patterned glass: compliance with **EN 572-6** standard;

Special glass basic products:

7.1.1.7. Borosilicate glass: compliance with **EN 1748-1-1** standard;

Processed glass:

7.1.1.8. Heat strengthened soda lime silicate glass: compliance with **EN 1863-1** standard;

7.1.1.9. Thermally toughened soda lime silicate safety glass: compliance with **EN 12150-1** standard;

7.1.1.10. Heat soaked thermally toughened soda lime silicate safety glass: compliance with **EN 14179-1** standard;

7.1.1.11. Chemically strengthened soda lime silicate glass: compliance with **EN 12337-1** standard;

7.1.1.12. Laminated glass and laminated safety glass: compliance with **EN 12543 -1,-2,-3** standard;

7.1.1.13. Thermally toughened borosilicate safety glass: compliance with **EN 13024-1** standard;

7.1.1.14. Coated glass: compliance with **EN 1096-1** standard;

Manufacture of insulating units – other materials:

7.1.1.15. Other materials used to manufacture insulating glass units should comply with the requirements of **EN 1279 standard – from 1 to 6;**

7.1.1.16. In addition, for each type of glass and a specific product offered for sale, the Seller informs that these goods come from various

types of manufacturers and, in addition to Polish technical standards, the properties of the goods offered may be defined by the manufacturer's factory standards which the Customer accepts when concluding a contract with the Seller. The Seller shall inform the Customer about the terms and conditions set out in such factory standards together with the Seller's offer or when concluding a contract. For glass manufactured by MOCHNIK Glass Sp. z o.o. with its registered office in Opole, such factory standards are available on the website of this glass manufacturer, i.e. <https://www.mochnik.com.pl/images/design/zakladki/norma-zakladowa.pdf>, unless the Parties agree otherwise.

7.2. The service of toughening the glass entrusted to the Seller shall be provided at the Customer's risk, taking into account that the glass may break during the toughening process.

7.3. The obligations of the guarantor and the rights and obligations of the Customer in the event that the Goods do not have the properties specified in the above-mentioned standards shall be regulated as follows:

7.3.1. The Customer shall be required to immediately inspect the Goods delivered for compliance with the Order, any missing quantities or quality defects, and to notify the Seller in writing of the defects within 24 hours from the date of delivery of the Goods and no later than before starting the treatment process, or before installing them into the substance of the building.

7.3.2. The Seller shall be the Guarantor. The obligations under the guarantee shall be fulfilled by the Guarantor on its own or through its representatives in the Republic of Poland, who provide guarantee protection to the Customer on behalf of and for the Guarantor.

7.3.3. The Seller's guarantee shall not cover deviations in the dimensions of the goods, thickness, weight or colour tone which are accepted in the industry and generally tolerated.

7.3.4. In the event of a defect, the Customer shall be required to keep the Goods in the state at the time the defect is found, without any change. In particular, the Customer shall not be allowed to further dispose of the Goods, divide them into smaller parts, resell them, or process them until an agreement is reached regarding the complaint.

7.3.5. The Customer shall be required to provide the Seller with access to the Goods whose defects have been reported by the Customer, at the place where they are located. At the request of the Seller, the Customer shall be required to release the Goods or a sample of the Goods in order to process the complaint. In the event of a refusal to do the above, the Seller's liability for the defect shall expire.

7.3.6. The Customer shall be required to deliver the Goods at the expense of the Guarantor to the place indicated in the Guarantor's declaration, unless the circumstances indicate that the defect should be examined in the place where the Goods were located at the time the defect was found.

7.3.7. If the complaint is unfounded, the cost of delivery of the Goods to the Guarantor shall be borne by the Customer.

7.4. The following physical properties of the Goods sold shall not constitute a physical defect covered by the guarantee or contractual liability of the Seller. The Seller shall not be liable for the following properties and events:

7.4.1. interference in the case of insulating glazing;

7.4.2. double glazing effect;

7.4.3. condensation of water vapour inside and outside the building;

7.4.4. variable wettability of glass on the structure of the outer pane;

7.4.5. anisotropy in the case of toughened and toughened-laminated safety glass (ESG, TVG, ESG, VSG, ESG, TVG, VSG);

7.4.6. rattling muntins between glass panes;

7.4.7. differences in glass colour deviation;

7.4.8. self-breakage of annealed glass;

7.4.9. changes in the parallelism of glass panes due to pressure and temperature changes;

7.4.10. damage caused by improper use or maintenance of the Goods;

7.4.11. damage caused by unprofessional installation by third parties;

7.4.12. damage caused by unprofessional repair made by third parties;

7.4.13. normal tear and wear of the Goods;

7.5. The guarantee period shall be 2 years from the date of release of the Goods.

7.6. If the complaint is accepted, the Guarantor shall agree to remove the physical defect of the Goods (repair) or to deliver the Goods free from defects (replacement), unless the Parties agree otherwise.

7.7. If only some of the Goods sold are defective and can be separated from defect-free items, without harm to both Parties, the Customer's right under the guarantee shall be limited to defective items.

7.8. In addition, the Seller may refuse to replace the Goods or remove the defect if the costs of fulfilling this obligation exceed the net sale price.

7.9. The Seller may refuse to disassembly and install the Goods again if the cost of these activities exceeds the net sale price.

7.10. The Guarantor shall be required to fulfil their obligations under the accepted complaint within the time limit specified in the written statement on the acceptance of the complaint, but not later than within 60 days from the date of acceptance of the complaint.

7.11. Guarantees provided by the manufacturers of the Goods or their component parts shall not constitute our obligation. The Customer shall find basic information needed to exercise the rights under the guarantee in the guarantee declarations of manufacturers, in particular the name and address of the guarantor or their authorised representative in the Republic of Poland, the duration and territorial scope of the guarantee, and the Customer's rights in the event of a defect.

8. Limitation of liability.

8.1. Claims for redress of the damage and claims for reimbursement of expenses (hereinafter referred to as: claims for compensation), regardless of their legal basis (contract, tort), shall be excluded.

8.2. This shall not apply if the Seller has assumed liability under the guarantee in a greater scope in a separate agreement than under paragraph 7 of these GTCS, however in such case the Seller shall be liable only for the normal, foreseeable and typical consequences of the act or omission which caused the damage.

8.3. The exclusion of third party liability in these GTCS shall not apply to cases governed by the mandatory provisions of law, i.e. third party liability for damage caused intentionally,

liability for a dangerous product, and shall not exclude claims of a reseller in connection with the defectiveness of the item sold to the consumer whose rights have been confirmed by a final and valid judgement of the common court.

- 8.4.** The scope of the possible compensation obligation of the Seller shall be limited to redressing the damage in the form of actual loss. The Seller shall not be responsible for lost profits, i.e. profits that the Customer could have achieved if the Customer had not suffered the damage.
- 8.5.** The Customer shall be required to protect and secure the Seller to the full extent against any financial or non-financial claims of third parties which may be brought against the Seller due to the Customer's breach of these GTCS.

9. Personal data protection.

- 9.1.** The Seller informs the Customer that for the execution of the Order, performance of the contract and in the after-sales and complaint proceedings, the Seller shall process personal data of natural persons, if necessary, in accordance with the provisions of the Regulation (EU) 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 repealing Directive 95/46/EC.
- 9.2.** GLASIMO PROJECTS Sp. z o.o. with its registered office in Opole (45-125), ul. Składowa, 6 shall be the controller of personal data obtained in this manner. You may contact us by mail at the address: GLASIMO PROJECTS Sp. z o.o. , 45-125 Opole, ul. Składowa 6, or by e-mail: glasimo@glasimo.com.pl
- 9.3.** The data obtained in this manner shall be processed by the Seller in order to ensure the performance of tasks required for the execution of orders and performance of contracts for the provision of services, deliveries and technical and intellectual support. The processing of personal data is based on Article 6(1)(f) of the GDPR.
- 9.4.** Personal data obtained in this manner may be transferred to other companies cooperating with the Seller for necessary purposes related to the performance of commercial contracts.
- 9.5.** Customers' rights related to the processing of personal data:
- a) the right to withdraw consent; to the extent that your data are processed on the basis of consent – you have the right to withdraw your consent to the processing of data, at any time. Withdrawal of your consent does not affect the lawfulness of the processing which was carried out on the basis of your consent before its withdrawal;
 - b) the right to access your personal data;
 - c) the right to request the rectification of your personal data;
 - d) the right to request the deletion of your personal data;
 - e) the right to request restricting the processing of your personal data;
 - f) the right to object to the processing of your data due to your special situation – in cases where we process your data on the basis of our legitimate interest;
 - g) the right to transfer your personal data, i.e. the right to receive your personal data from us, in a structured, commonly used, machine-readable IT format. You may send your data to another data controller or request that we send your data to another controller. However, we will only do so if this is technically possible. The right to transfer personal data applies only to data that we process on the basis of a contract with you or on the basis of your consent.
 - h) In order to exercise the above rights, please contact us (see contact details in section 9.2).

- i) The right to lodge a complaint with the supervisory body dealing with the protection of personal data, i.e. the President of the Office for Personal Data Protection.

10. Correspondence

- 10.1.** Any correspondence between the Seller and the Buyer, related to the conclusion or performance of the sales contract, will be made in writing or via e-mail.

11. Application of the GTCS

- 11.1.** The GTCS shall apply from the date they are made available to the Customer by the Seller until they are replaced with subsequent general terms and conditions of sale established by the Seller.
- 11.2.** The GTCS may be amended by the Seller at any time. The amended GTCS shall enter into force upon their publication on the Seller's website.

12. Final provisions.

- 12.1.** In the event of any dispute, the Polish common court having jurisdiction over the registered office of the Seller shall be the competent court. The Seller shall reserve the right to bring a lawsuit against the Customer in the court of their registered office.
In case of doubt, the place of performance of the contract shall be the registered office of the Seller.
- 12.2.** The sales contracts concluded by and between the Seller and the Customer shall be governed solely by Polish substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980 ("Vienna Convention").

Management Board