

**GENERAL CONDITIONS OF SALE OF PRODUCTS  
PW KRYSTIAN SP. Z O.O. valid from 22.05.2022**

**1. DEFINITIONS**

<b>Price</b>	the Contractor's remuneration for completion of the Order net; the price does not include VAT, which will be added at the statutory rate.
<b>Certificates</b>	documents confirming compliance of the Products offered by the Seller with the relevant regulations or standards in force at the time
<b>Working Day</b>	every day from Monday to Friday from 8.00 a.m. to 4.00 p.m. excluding public holidays and Saturdays
<b>Buyer</b>	an entrepreneur being a legal person or an entity without legal personality, to which the law grants legal capacity, or a natural person running a business on its own behalf, who placed an Order for Products with the Seller
<b>OWS</b>	General Conditions of Sale valid on the day of acceptance of the Order by the Seller
<b>Offer</b>	offer within the meaning of art. 66 et seq. Civil Code, concerning the sale of Products by the Seller, submitted by the Seller to the Buyer
<b>Platform B2B</b>	a tool for electronic placement of Orders for Seller's Products
<b>Products</b>	products manufactured or distributed by Seller and services provided by Seller
<b>Seller</b>	PW Krystian sp. z o.o. with its registered office in Przysucha, ul. Staszica 9A, 26-400 Przysucha, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIV Business Department, under KRS number 0000360882, NIP 601-007-80-99
<b>Pages</b>	collectively Seller and Buyer
<b>Website</b>	Buyer or Seller
<b>Contract Commercial</b>	Contract (including annexes specified in the contract, constituting its integral part) on the basis of which the Seller accepts the Order, summarizing the essential terms of the Order, including description of the Product, quantity, date of delivery, price and other essential arrangements of the Parties, in particular any deviations from these GTS
<b>Order</b>	a statement of the Buyer addressed to the Seller, within the framework of the Commercial Contract, containing the will to purchase Products, containing essential conditions regarding the ordered Products (including, among others, their type, size, quantity and description) and the Price; an order which does not contain the Price shall be deemed the Buyer's acceptance of the price set in the Commercial Contract

For the purposes of these General Conditions of Sale, the following terms shall have the following meanings:

**2. SCOPE OF APPLICATION OF OATS**

- 2.1 These OWS are applicable to all Commercial Agreements and Orders submitted by the Purchaser and to Offers submitted by the Seller. Submission by the Buyer of an Order or statement on acceptance of an Offer is tantamount to confirmation that the Buyer knows the content of OWS and accepts it. OWS are available on the website [www.krystian.com.pl](http://www.krystian.com.pl) as well as at the registered office of the Seller.
- 2.2 GTS constitute an appendix to each sale transaction and together with it constitute an agreement concluded between the Seller and the Buyer.
- 2.3 The Seller shall notify the Purchaser about changes in the content of OWS or termination of their application, attaching the amended OWS or information about termination of OWS application.
- 2.4 In any event, the GTS in the version valid as at the date of submission of the Offer or Purchase Order shall apply to the Order.
- 2.5 In case of discrepancies between GTS and terms specified in the Offer or Commercial Contract, the terms specified in the Offer or Commercial Contract take precedence. In matters not regulated in the Offer or the Contract, the relevant provisions of GTS shall apply.
- 2.6 In matters not regulated in these GTS, the provisions of the Civil Code and other provisions of Polish law shall apply.
- 2.7 Subject to other, more detailed provisions of GTS, in the event of non-performance or improper performance of obligations by the Purchaser, the Seller shall be entitled to suspend the execution of the Order until the Purchaser has duly performed its obligations, which does not exclude further rights of the Seller under universally applicable laws. In such case the Buyer's liability for resulting delay in execution of the Order and the consequences of such delay shall be excluded.
- 2.8 The Buyer declares that:

- (i) is an entrepreneur and is not a natural person,
- (ii) purchases Products in the course of and for the purposes of its business.

- 2.9 GTS shall not apply to consumer sales, as well as sales by a natural person conducting economic activity for the purpose unrelated to professional activity.

**3. DESCRIPTION OF THE PRODUCTS**

- 3.1 The subject matter of the sale are the Products: (i) manufactured by the Seller to its own specifications or specifications prepared to the order of the Buyer, (ii) specifications supplied by the Buyer, (iii) manufactured by Third Parties and distributed by the Seller, in the units specified in the Order or Offer.
- 3.2 The Buyer is obliged to describe the Product in the Order in such a way that technical parameters of the ordered Product, its quality and quantity correspond to his requirements. The Seller is not obliged to verify the Product description received from the Buyer and is not responsible for the Product suitability for the purposes intended by the Buyer. The Seller shall verify the Product description received from the Buyer, including drawings and technical specifications, only and exclusively to the extent necessary to determine that the data provided by the Buyer is sufficient to manufacture the Product. If the Buyer receives a description and design from the Seller and places an order on the basis of the submitted materials, for the Seller it is equivalent to accepting his drawings and designs.
- 3.3 The information contained in catalogues, folders, brochures, presentations and other advertising and information materials of the Seller shall not constitute an offer within the meaning of the Civil Code and the technical information contained therein is indicative only. If the Seller has presented the Buyer with an Offer, the Order shall be executed in accordance with the Offer.
- 3.4 The Goods shall conform to the contents of the Order, to Seller's general specifications or to the specifications agreed with the Buyer and mentioned in the Commercial Contract and, in the absence of such specifications or agreements, to Seller's internal standards, generally accepted technical standards or to such other standards as Seller deems appropriate and adequate in its discretion.

**4. REQUIREMENTS, CERTIFICATES, APPROVALS**

- 4.1 The Seller guarantees to the Buyer that the Products delivered shall be new, free from physical or legal defects and claims of third parties.
- 4.2 The Seller declares that the offered Products have all necessary certificates. The Seller guarantees that the Products comply with relevant standards and any applicable laws in the territory of the Republic of Poland.
- 4.3 Along with the invoice or delivery of the Products, the Seller shall, at the Buyer's request, deliver the documents agreed with the Buyer or required under mandatory provisions of law, including but not limited to declarations of conformity and instructions for use.

**5. DISCONTINUED OR UNAVAILABLE PRODUCTS**

- 5.1 In the event of partial or complete withdrawal of Products from production during the term of the Commercial Contract, the Seller shall immediately inform the Buyer, by e-mail, of assortment which may replace such withdrawn Products, having at least equivalent functions and quality, together with a new price offer. As soon as the Seller receives the Buyer's acceptance of such new range, it shall be included in the offer in place of the withdrawn Products, and the Seller shall update the price accordingly.
- 5.2 In the case of non-availability or long waiting periods of a given assortment, the supply of equivalent Products is permitted after prior written acceptance by the Buyer.
- 5.3 The Seller may refuse to execute the Order if its execution will be impossible or considerably hindered or uneconomic for the Seller. In the case of refusal to execute the Order, the Purchaser shall not be entitled to any claims on this account.

**6. FORM OF OFFERS, ORDERS AND CORRESPONDENCE**

- 6.1 Orders will be placed in writing and sent by email or via the Seller's B2B platform.
- 6.2 Correspondence related to the execution of Orders may be sent electronically (by e-mail) or through the Seller's B2B platform.

**7. OFFERS**

- 7.1 An offer made by the Seller to the Buyer is binding for the period specified therein and may be revoked at any time. An offer ceases to be binding if it is not unconditionally accepted by the Buyer within the period specified therein, whereby the Buyer's silence does not mean acceptance of the Offer. An offer which does not indicate a deadline is valid for one month after its submission. The application of article 66<sup>1</sup> § 1-3 of the Civil Code is excluded.
- 7.2 Subject to clauses 7.3 and 7.4 below, as a result of the Buyer's declaration of unconditional acceptance of the Offer, an agreement is concluded

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Regon: 142518646, VAT: PL6010078099, kapitał zakładowy: 16 355 000,00 PLN  
ING Bank Śląski, nr 93 1050 1793 1000 0090 3038 7832, BDO:000137730

between the Buyer and the Seller, consisting of: Offer, statement of acceptance of the Offer and GTS.

- 7.3 Conditional acceptance of an Offer is tantamount to rejection of the Offer, but in such event the Parties will negotiate in good faith new terms of the Offer or the Order.
- 7.4 Despite receipt by the Seller of the Buyer's statement of unconditional acceptance of the Offer, conclusion of the agreement shall not take place in situations described in section 8.5 below, of which the Seller shall immediately notify the Buyer.
- 7.5 The Offer and the price conditions indicated therein are valid only for the period indicated in the Offer.
- 7.6 After the expiry of the period indicated in the Offer, the Seller may update the price conditions by presenting the Buyer with a new Offer. In such a case, the prices of the products on the basis of the original offer are valid only for Orders placed before the expiry of the period during which the Seller may update the price conditions. Failure to accept the new price terms results in the Seller's possible refusal to carry out the Order.

## 8. ORDERS

- 8.1 Each Order placed with the Seller must include:
- (i) the buyer's details (company, registered office, entry number in the relevant register),
  - (ii) a detailed description of the ordered Products, allowing the Seller to identify them or to evaluate their performance, including in particular quality requirements and technical specifications, including requirements concerning materials,
  - (iii) the exact quantity of the ordered Product,
  - (iv) the time limit expected by the Buyer for execution of the Order and other conditions of its execution,
  - (v) size with indication of specific dimensions.
- 8.2 Orders shall be signed by persons authorised to represent the Purchaser in accordance with the entries in relevant registers. In the event that an Order is signed by other persons, the Order shall be accompanied by a relevant power of attorney. The Seller shall not be liable to the Purchaser if the Order has been signed by an unauthorised person.
- 8.3 Immediately, but not later than within 7 days after receiving the Order, the Seller shall inform the Buyer about its possible objections as to the content of the Order or the need to supplement it, including the technical specifications of the Products. The Seller and the Buyer shall establish and negotiate in good faith the terms of the Order. The Seller's failure to reply to the Order received does not mean that the Order has been accepted.
- 8.4 Following any additional arrangements as to the contents of the Order, the Order shall become binding upon the Parties upon delivery to the Buyer of a Statement of Acceptance of the Order and on the terms specified therein. Failure to deliver such a statement within 7 days from determination of the contents of the Order means that the Order has not been accepted by the Seller, unless otherwise agreed in writing.
- 8.5 The Seller shall not be bound by the Order, in particular as to its term, even in the event of its acceptance and receipt of the Purchaser's declaration of acceptance thereof, when
- (i) The order was directed to an address other than: [zamowienia@krystian.com.pl](mailto:zamowienia@krystian.com.pl)
  - (ii) the total amount of the Buyer's liabilities towards the Seller as of the date of placing the Order exceeds the purchase limit specified by the Seller for a given Buyer,
  - (iii) The Buyer has not provided the Seller with the securities agreed upon by the Parties, in particular has not paid the advance,
  - (iv) The Buyer has not taken delivery of the Products covered by the previous Order,
  - (v) The Seller has reason to assume that the Buyer is or will become insolvent,
  - (vi) the Buyer's ownership changes,
  - (vii) The Seller shall have doubts as to whether the Purchaser has intellectual property rights to documents provided to the Seller in connection with the performance of the Order, including drawings, sketches, specimens and technical specifications constituting descriptions of the ordered Products, provided that the Purchaser is notified of the occurrence of the above circumstances within 14 days of receipt of the Purchaser's statement of acceptance of the terms and conditions of the Order.
- 8.6 The Seller is authorized to examine the Buyer's financial credibility and to suspend the execution of the Order if doubts arise as to such credibility and in the event of unpaid liabilities due from the Buyer to the Seller. The execution of the Order shall be resumed after the Buyer pays the due receivables and the time of suspension of the Order execution shall not be counted in the time for its execution resulting from the statement of acceptance of the Order. In such case the Buyer's liability for resulting delay in execution of the Order and the consequences of such delay shall be excluded.

## 9. MODIFICATION OR CANCELLATION OF THE CONTRACT

- 9.1 Modification or cancellation (cancellation) of an Order which has been accepted or the execution of which the Seller has already started shall be possible only upon the Seller's consent.
- 9.2 In the event of cancellation of the Order, the Buyer shall cover or reimburse the Seller for all costs incurred by the Seller in connection with execution of the Order, increased by 15% of the net price for the Products covered by the Order. If the Seller consents to cancellation of the Order, an invoice for the amounts referred to in the preceding sentence shall be issued by the Seller within 7 days of receipt of the Buyer's statement of cancellation and shall be payable within 14 days.
- 9.3 Transfer of rights and obligations resulting from the Order by the Buyer to a third party requires a prior written consent of the Seller and payment of an advance payment or establishment by such third party of securities required under the Order.
- 9.4 If the Seller is unable to perform the Order in whole or in part for reasons beyond the Seller's control, which could not have been foreseen at the time of acceptance of the Order, the Seller shall have the right to withdraw from the Order within 6 months from the date of commencement of performance of the Order, however not later than on the date on which the Order was to be performed in accordance with the statement of acceptance. In such a case the Seller shall be entitled to issue an invoice for only that part of the works which has actually been performed. The invoice referred to in the preceding sentence shall be issued by the Seller within 7 days of dispatch to the Purchaser of the Seller's statement of withdrawal from the Order and shall be payable within 14 days. The Seller's liability for damages is excluded in such case.
- 9.5 The Seller shall be entitled to entrust performance of any part of the Order to its subcontractor.

## 10. NEW BUYERS AND CHANGES TO BUYER DATA

- 10.1 In the event of the first Order being placed by a given Buyer, the Seller shall be entitled to request the following documents or certified copies thereof from the Buyer:
- (i) a certificate of entry in the Register of Business Activity, National Court Register or other relevant register,
  - (ii) the memorandum of association or any other equivalent document,
  - (iii) a certificate of assignment of a NIP or other equivalent tax identification number or VAT number,
  - (iv) a certificate of assignment of a REGON or other statistical number,
  - (v) a document confirming the right of the persons signing the Order to represent the Purchaser, unless such right results from the documents specified in items (i) or (ii) above,
  - (vi) the financial data needed to determine the trade limit,
- 10.2 The Seller is entitled to make execution of the Order conditional upon receipt of all or part of the documents referred to in sec. 10.1.
- 10.3 In the event of subsequent orders placed by the same Buyer, the Buyer shall be obliged to provide the Seller with copies of the above documents only in the event of changes in the legal and actual status resulting from these documents.

## 11. PRICE AND ITS EVOLUTION

- 11.1 The price for the Products and the manner of calculating the price shall be specified in the Statement of Acceptance of the Order or in the Offer. This price is net and will be increased by VAT in accordance with applicable laws.
- 11.2 Unless otherwise agreed, all costs, charges (including bank charges), taxes, duties, etc., shall be borne by the Buyer. The Seller shall be obliged to pay such amounts which he is obliged to pay in accordance with generally applicable provisions of Polish law.

## 12. TERMS OF PAYMENT PRICES

- 12.1 The price payment terms are specified in the Statement of Acceptance of the Order. If the price payment terms are not specified in that statement, the Buyer is obliged to pay the price within the time limit specified in the VAT invoice issued by the Seller, to the bank account specified in the invoice. The Seller shall issue the invoice at the earliest on the date of execution of the Order, which is the date on which the Products are ready for collection by the Purchaser or for shipment. If the Seller requests an advance payment, it shall issue a pro forma or advance payment invoice accordingly.
- 12.2 The Seller reserves the right to request from the Purchaser an advance payment or security of payment in particular in the form of a bank guarantee or surety or other form agreed separately by the Parties. In the event of delay in payment of an advance payment or provision of security, the Seller reserves the right to suspend the execution of the Order until the advance payment or security is received. In such case the deadline for completion of the Order shall be extended by the number of days equal to the number of days of such delay.
- 12.3 In the event of reserving partial payment of the price prior to the date of

delivery of the Products, the Seller shall be entitled to suspend execution of the Order until receipt of payment. In such a case, the term of execution of the Order is extended by a number of days equal to the number of days of such suspension.

- 12.4 In the event of justified doubts as to the Buyer's financial condition and its capacity to pay its obligations, the Seller shall be entitled to suspend the execution of the Order or to stop its delivery to the Buyer until the Buyer has paid or provided security. In such case the term of the Order shall be extended by the number of days equal to the number of days of suspension or waiting for collateral.
- 12.5 In cases referred to in points 12.2-12.4 above, the Buyer's liability for any delay in performance of the Order and the consequences thereof shall be excluded.
- 12.6 The Seller shall charge interest for delay in payment at the rate of interest for delay in commercial transactions.
- 12.7 The Purchaser shall not be entitled to make deductions of the amounts due for the price of the Products with other amounts due to the Purchaser from the Seller.
- 12.8 Submission of quantity or quality complaints by the Purchaser shall not suspend the time limits for payment of the amounts due to the Seller.
- 12.9 The Seller reserves the ownership of the Products until receipt of payment of the full price, even if the Products have been processed or combined with items belonging to the Buyer or third parties. In such a case, the Seller shall be entitled to a share in co-ownership in proportion to the share of the value of the Products in the value of the thing remodelled or with which the Products have been connected. The Seller shall have the right to satisfy its claims by taking over the above items, in which the Buyer agrees to cooperate, including the Seller shall have the right to take back any Products delivered to the Buyer and deliver them back to the Seller at the expense and risk of the Buyer, to which the Buyer hereby agrees and authorises the Seller to enter the place where the Products are stored in order to take them back. In this event, Seller's liability for any damage suffered by Buyer or any third party as a result of or in connection with Seller's taking delivery of the Products under this clause shall be excluded.
- 12.10 The Seller may, without the Buyer's consent, transfer his debts to the Buyer to a third party, including under factoring.

### 13. DELIVERY TERMS

- 13.1 Unless otherwise specified in the contract, the Products are delivered to a place indicated by the Buyer in the territory of the Republic of Poland by a courier company and the delivery costs are borne by the Buyer.
- 13.2 The Seller shall deliver the Products in a safe manner suitable for the type of transport. Specific cases of maintenance, packaging and transport should be agreed between the Parties at the stage of the Offer or Statement of Acceptance of the Order.
- 13.3 Risks connected with the Products, including the risk of damage to the Products and the risk of their loss, are transferred to the Buyer at the moment of loading the Products on a means of transport at the Seller's registered office or at the moment of handing over the Products at the Seller's registered office to the person designated by the Buyer or in any other place resulting from delivery conditions agreed in the Order Acceptance Statement.
- 13.4 The Buyer shall ensure collection of the Goods on the date specified in the Order Acceptance Statement or on another date specified by the Seller. The Buyer is obliged to cover or reimburse the Seller for all costs related to late collection or late delivery of the Products (e.g. storage costs, parking costs) if the delay is caused by the Buyer and if it exceeds 3 days. In the case of late collection of the Products or delays in their delivery for reasons not attributable to the Seller, the Order is considered duly executed on the date indicated by the Seller as the date of collection or delivery of the Products. If the Products are stored by the Seller in the Seller's warehouse or on the Seller's premises as a result of the Buyer's delay in collecting the Products or at the Buyer's request, the risk related to the Products shall pass to the Buyer on the date of collection or delivery indicated by the Seller in the Order acceptance statement. At Seller's request, Buyer shall provide Seller with an insurance policy covering all risks associated with the Goods and the entire period of storage of the Goods by Seller.

### 14. DRAWBACKS OF THE PRODUCTS

- 14.1 The Buyer is obliged to examine the Products for quantitative and qualitative compliance with the Order upon their delivery to the agreed place of delivery or upon collection of the Products at the Seller's premises. In the event of discovering quantity shortages or damage during transport, the Buyer is obliged to prepare a report in the presence of the carrier and deliver it to the Seller within 2 days. Failure to report quantity complaints within the aforementioned time limit excludes the Seller's liability for non-compliance of the quantity of the Products with the Order.
- 14.2 Quality complaints should be notified immediately upon receipt of the Products, within 7 days of discovery or disclosure of a defect, however not later than within 1 month of their delivery to the Buyer, under pain of exclusion of the Seller's liability for qualitative conformity of the Products with the Order, unless quality discrepancies could be noticed or discovered upon receipt of the Products.

- 14.3 Together with submitting a quantity or quality complaint, the Purchaser shall be obliged to provide the Seller with documentation of defects, including their description, photographs, samples, etc. During the complaint procedure, Products subject to a quality complaint should be stored separately and made available to the Seller for inspection and testing.
- 14.4 If quality defects occur only in some Products or only in a part of the Products, the Buyer's right to lodge a quality complaint is limited to the defective Products.
- 14.5 In the case of acceptance of a quantity complaint, the Seller shall be obliged, at its own discretion and choice, to deliver to the Buyer the missing quantity of Products or reduce the amount due for the Products.
- 14.6 If a quality complaint is accepted, the Seller shall be obliged, at its own discretion, to replace the Products with defect-free Products or remove the defects. The replacement of the Products shall take place within a time limit that takes into account the time needed to produce similar Products. In the case of failure to deliver defect-free Products within the aforementioned period, the Buyer shall have the right to withdraw from the agreement in the part concerning the defective Products, unless the Seller, upon the Buyer's request, decreases the price proportionally to the value of the defective products.
- 14.7 The Seller's liability under warranty is excluded.
- 14.8 The Seller's responsibility for defects or faults of the Products resulting from causes not attributable to the Seller, in particular for defects and faults resulting from improper operation and lack of maintenance or improper maintenance of the Products is excluded.
- 14.9 Complaints will be submitted to: [reklamacje@krystian.com.pl](mailto:reklamacje@krystian.com.pl)

### 15. LIABILITY FOR DAMAGES

- 15.1 Subject to contrary provisions of commonly and absolutely binding legal regulations, the Seller shall be liable for damages on the principles described in these GTS.
- 15.2 The Seller's liability towards the Buyer shall be limited to the price for the Products actually paid by the Buyer.
- 15.3 The Seller shall not be liable for lost benefits, loss of good name, loss of market reputation, costs incurred by the Purchaser as a result of violation of GTS or terms of the Order by the Seller (indirect damages), incidental and consequential damages. The Seller shall also not be liable for damages which could not have been foreseen, including contractual penalties or other sanctions with which the Purchaser has been charged by or in relation to third parties.
- 15.4 The Seller shall only be liable for the Product having certain properties or being fit for the purpose intended by the Buyer if the Seller has assured the Buyer in writing that the Product has certain properties or being fit for certain purposes.
- 15.5 The Seller shall not be liable for any damage caused by the Product or in connection with its possession or use, with the exception of liability arising from mandatory provisions of law.
- 15.6 The above limitations of liability shall not apply in the case of damage caused intentionally or by gross negligence.
- 15.7 In the event of third parties' claims against the Buyer related to the Product or products to the manufacture of which the Product was used, the Buyer shall be obliged to immediately notify the Seller of such claims and enable the Seller to participate in any negotiations and proceedings related to such claims within 7 days from the date of making such claims, under pain of exclusion of the Seller's liability.

### 16. SUPERIOR FORCE

- 16.1 Neither Party shall be liable for non-performance or undue performance of its obligations due to force majeure events occurring after the date of receipt by the Buyer of the Seller's statement of acceptance of the Order.
- 16.2 Force majeure means circumstances not caused by any of the Parties and independent of them, unforeseeable at the time when the Order is placed, which cannot be overcome without significant difficulties and costs and which prevent or materially hinder execution of the Parties' obligations arising from the Order, in particular extraordinary events related to forces of nature, wars, strikes (including general strikes) and riots.
- 16.3 Each Party shall immediately inform the other Party of the fact of occurrence of force majeure circumstances. The deadline for completion of the Order shall be extended by the duration of force majeure circumstances. In case of force majeure circumstances lasting longer than 3 months, each Party shall have the right to withdraw from the Order.
- 16.4 The Parties declare that they are aware that due to the situation in Poland and in the world concerning the epidemic of SARS-CoV-2 coronavirus or war, the performance of the subject of the agreement may be impossible, difficult or limited, the Seller may have temporary problems with the timely fulfilment of orders for reasons not attributable to the Seller but to its suppliers due to temporary shortages in the availability of raw materials (due to temporary closures of factories) or transport difficulties (traffic restrictions, unavailability of containers). In such a case, immediately upon becoming aware of the occurrence of the above circumstances, the Seller

shall inform the Buyer about possible delays and their reasons, presenting appropriate evidence in that respect. In such a case the Parties shall cooperate in good faith in order to determine the manner of the performance of the agreement and possible new deadlines for the execution of orders. The Seller shall not bear any negative consequences related to the lack of possibility of the agreement implementation.

## 17. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 17.1 The Seller shall have all rights, including intellectual and industrial property rights, in all documents provided to the Purchaser in connection with the performance of the Order, including drawings, sketches, specimens and technical specifications constituting a description of the Products ordered.
- 17.2 The Seller shall retain title and copyright to all documents, drawings, etc., which the Seller has provided to the Buyer in connection with submitting an offer or in connection with performance of the Order. These documents shall not be modified, duplicated, published or made available to third parties without prior written consent of the Seller. In the event of breach of this obligation, the Seller shall charge the Purchaser with a contractual penalty of PLN 50,000, subject to the right to claim damages in excess of the penalty up to the full coverage of the damage.

## 18. SALVATORY CLAUSE

- 18.1 If one or more provisions of the offer, Purchase Order, statement of acceptance of the Purchase Order, statement of acceptance of the terms of the Purchase Order or the GTS prove invalid or unenforceable, the remaining part of the offer, Purchase Order, the aforementioned statements or the GTS shall continue to be fully binding. The Parties shall immediately take efforts to replace the invalid terms or provisions with legally valid and enforceable ones. Such conditions should be as close as possible to the previously agreed conditions.

## 19. PERSONAL DATA

- 19.1 The Parties mutually make available to each other the data of persons representing, contacting and executing the order, or other designated persons, which they process as separate data controllers pursuant to Article 6(1)(f) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (Official Journal of the EU. L 2016, No. 119, p. 1). The Buyer undertakes to provide the persons whose data he has made available with the Seller's information clause available on the website [www.krystian.com.pl](http://www.krystian.com.pl).

## 20. CONFIDENTIALITY

- 20.1 The Parties undertake to maintain secrecy and not to disclose to third parties confidential information concerning the other Party obtained in the course of their cooperation, in particular information constituting an enterprise secret within the meaning of the Act on Combating Unfair Competition of 16 April 1993, including purchase prices, commercial conditions negotiated by the Parties, trade and marketing plans, information technology and algorithms used in the Seller's systems. The use of confidential information referred to above for any purpose other than the performance of the order (including its publication) shall be prohibited without the prior consent of the Party from which such information and data originated or to which they pertain, expressed in writing under pain of invalidity. Each Party undertakes to limit access to confidential information to those employees or collaborators of the Party engaged by the Party to perform the order, to whom such information or data are necessary to perform activities for the other Party in the performance of the order, and to obligate them to maintain confidentiality within the scope specified in this section.
- 20.2 The obligation of confidentiality shall also apply for a period of 5 years after completion of the Order unless the information covered thereby becomes generally available or the Parties agree otherwise.
- 20.3 The Buyer may not make public any information about the business cooperation between the Parties, including in particular the use of the Seller's designations without the Seller's prior written consent under pain of invalidity.

## 21. SETTLEMENT OF DISPUTES

- 21.1 In case of a dispute between the Parties arising in connection with GTS or with a contract concluded between the Parties, the Parties shall first take reasonable actions aimed at settling such dispute amicably.
- 21.2 Any disputes arising during the performance of the Order or in connection with the agreement concluded by the Parties, which will not be settled amicably within 30 calendar days from the commencement of the procedure, shall be subject to the jurisdiction of the common court competent for the registered office of the Seller.

## 22. FINAL PROVISIONS

- 22.1 All correspondence between the Parties relating to the performance of the Order shall be made by e-mail to the numbers or addresses of the Parties' representatives provided in the Commercial Agreement.
- 22.2 For the avoidance of doubt, the Parties confirm that any and all representations are deemed made (delivered) at the moment when they reach the other Party's representative in such a way that he could learn their content. In the case of representations made in electronic form, they are deemed made at the moment when they are entered into the electronic

means of communication in such a way as to enable the other Party to learn about their content, provided that the sender of the e-mail does not immediately receive feedback from the servers involved in the message delivery process that the message has not been delivered or cannot be delivered.

## 22.3

In the case of newly concluded Contracts, the Buyer is bound by the GTC applicable as of the date of conclusion of the Contract and published on [www.krystian.com.pl](http://www.krystian.com.pl). If the GTC are changed, the Seller shall inform the Buyer of the changes by e-mail, and the Buyer shall be bound by them. In such a case, the Buyer shall have the right to terminate the Contract within the period provided for therein or, if no period of notice has been provided, at one month's notice. Orders placed until the expiry of the contract shall not be affected by the termination.