

GENERAL TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES BY EMITER Sp. z o. o. effective as of 01st October 2023

§ 1 GENERAL PROVISIONS

1. Under these general terms and conditions of sale, hereinafter referred to as the “GTCS”, EMITER Sp. z o. o. seated at ul. Porcelanowa 27, 40-241 Katowice, NIP No.: 644-29-26-039, KRS No.: 0000069865 hereinafter referred to as “EMITER”, in the scope of its business activity, shall conclude trade agreements with natural persons conducting sole proprietorship, legal persons and organizational units without legal personality, which are granted legal capacity under a separate act, hereinafter referred to as the “Contractors”. These general terms and conditions of sale and provision of services shall also regulate the relations between EMITER and the Contractors with whom no separate trade agreements were concluded, and who purchase goods from EMITER through Orders placed on a dedicated B2B sales platform or in another form.
2. In the content of these GTCS, the EMITER and the Contractor shall be collectively referred to as the parties.
3. These GTCS shall also apply to all future contracts between the EMITER and the Contractor, even if they were not expressly agreed once again between the Parties.
4. Pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions, EMITER declares that it has the status of a large business. This declaration shall be effective for all contracts concluded with EMITER under the provisions hereof.
5. These GTS may be accepted by the Contractor only without reservations.
6. The terms of sale specified in these GTCS may be modified through a written trade agreement concluded between EMITER and the Contractor. In the event of doubts as to the priority of the provisions applied, the Parties agree that the provisions of the trade agreement shall prevail.
7. Any amendments and supplements hereto, proposed by the Contractor prior to the conclusion of the trade agreement and during its duration, shall require the explicit consent of EMITER expressed in writing under pain of nullity.
8. The provisions hereof shall not exclude or limit the rights and claims arising from other legal provisions.

§ 2 DEFINITIONS

1. Unless otherwise agreed by the Parties in the trade agreement, the following words and phrases shall have the meaning in accordance with the following definitions:
 - 1.1. “GTCS” – This document, together with all annexes and supplements hereto, specifying

the terms and conditions of sale and provision of services by EMITER Sp. z o. o. seated at ul. Porcelanowa 27, 40-241 Katowice, NIP No. 644-29-26-039, KRS No. 0000069865.

- 1.2. **“Administrator”** – owner of the B2B Platform – EMITER Sp. z o. o. seated at ul. Porcelanowa 27, 40-241 Katowice, NIP No. 644-29-26-039, KRS No. 0000069865.
- 1.3. **“Range of products”** – goods listed and described on the B2B platform.
- 1.4. **“Registration documents”** – documents confirming the registration of an enterprise in Main Statistical Office (GUS) / Business Registration and Information Centre (CEIDG) / VIES
- 1.5. **“Documentation”** – all documents required by law, including: approvals, certificates, inspection certificates, documentation specifying the conditions for repair and maintenance, catalogues of applicable repair and maintenance time standards, technical acceptance, documents authorizing the use of the offered product on the territory of a given country, operation and maintenance documentation, user manuals, assembly instructions, or other documents, if required for a given type of good or service.
- 1.6. **“Customer advisor”** (sales manager) – an employee of EMITER, dealing with i.a. sales support and establishing business contacts with potential customers.
- 1.7. **“Working day”** – a day from Monday to Friday, excluding public holidays in the territory of the Republic of Poland.
- 1.8. **“Account”** – a set of individual contractor’s data along with information about his activities on the B2B Platform. The account is maintained under a unique name (login) and secured with a password.
- 1.9. **“Contractor”** – entrepreneur who registered in the B2B Platform and successfully passed the verification carried out by EMITER’s employee in terms of the entrepreneur’s field of activity. A contractor may only be an entrepreneur registered in CEIDG, KRS or VIES, who purchase goods only for the purposes related to their professional activity.
- 1.10. **“Offer”** – binding offer of the employer within the meaning of applicable law, submitted to EMITER via a dedicated B2B sales platform available at <https://b2b.emiter.net.pl>. The submitted offer shall be valid for 7 days from the date of placing the Order.
- 1.11. **“B2B platform”** – B2B sales platform – <https://b2b.emiter.net.pl/> along with all its elements, managed by the Administrator.
- 1.12. **“Entrepreneur”** – natural person, legal person and organizational unit without legal personality to which the provisions on legal persons apply, conducting business or professional activity on its own behalf.
- 1.13. **“Manufacturer”** – entity from which the EMITER purchases goods or services. EMITER shall also be considered a manufacturer in terms of the products it is a manufacturer of, in particular

assembly structures and connection boards.

- 1.14. “Order”** – declaration about the purchase of the selected offer, made by submitting the created offer for implementation via the B2B Platform.
 - 1.15. “Subject of the contract”** – any goods and/or services as well as accompanying documentation in any form or on any medium, including, but not limited to, data, diagrams, drawings, reports, specifications, tangible and intangible rights, intellectual property rights as well as software necessary for the operation of the goods, built into the goods or supplied as an integral part.
 - 1.16. “Parties”** – EMITER and the Contractor collectively.
2. The GTCS shall be available for printing, downloading, opening and saving in any form on the EMITER’s website and on the dedicated B2B sales platform in the Contractor’s individual panel.
 3. In order to avoid any doubts as to the content of the GTCS applicable on the date of placing the Order, the EMITER shall suggest to download the contents of these GTCS before placing the Order, and saving them on a durable storage medium that allows for unambiguous determination of the precise date of GTCS download and their content at the time of placing the Order.

§ 3 APPLICATION OF GTCS

1. The GTCS shall constitute a standard agreement referred to in Art. 384 of the Civil Code.
2. Unless the parties agree otherwise, purchase of goods from EMITER by the Contractor shall take place on the terms set out in these GTCS.
3. Unless EMITER and the Contractor agreed otherwise in writing under pain of nullity by expressly excluding the provisions of the GTCS in favour of other agreed contractual conditions, the application of any Contractor’s standard agreements shall be excluded. The Contractor’s standard agreements shall not be applied when EMITER did not submit an exclusion/amendment or an explicit objection. To avoid any doubts, EMITER’s accession to the performance of the Contract, without explicit reservation or objection to the Contractor’s standard agreement, shall not constitute acceptance of any Contractor’s standard agreement. In order to include any standard agreement of the Contractor to the contract, the employees of EMITER must be entitled to perform such activities. In addition, the withdrawal by EMITER from the application of certain provisions of the GTCS in special cases shall be binding only in relation to a specific trade agreement and under no circumstances may it be treated by the Contractor as binding for the performance of other agreements.

§ 4 CONCLUSION OF THE CONTRACT

1. The purchase of goods or services shall be made pursuant to the provisions hereof.
2. Ordering a product or service shall be deemed a binding offer for the Contractor, which EMITER may choose to accept or reject.
3. Upon receipt by the Contractor of the confirmation of placing the Order by EMITER, the conclusion of a contract takes place, on the terms specified in the Order.
4. Orders can be placed via the B2B platform or by e-mail.
5. Orders on the B2B platform may only be placed by Contractors who have an Account on the dedicated B2B sales platform available at: <https://b2b.emiter.net.pl>. Connecting to the website of the dedicated B2B sales platform shall not burden the Contractor with any fees. The Contractor shall indicate a person authorized to place Orders via the Platform. In the absence of such indication, it shall be understood that all employees of the Contractor are authorized to place Orders.
6. Placing an order by electronic mail means sending the order to the following e-mail address: emiter@emiter.net.pl or directly to a dedicated Sales advisor.
Placing an order by electronic mail shall be tantamount to accepting the content of these GTCS available at EMITER's website and on the dedicated B2B sales platform in the Contractor's individual panel.
7. Detailed conditions and the method of using the dedicated B2B sales platform can be found on EMITER's website available at <https://b2b.emiter.net.pl>
8. The Contractor shall bear full responsibility for the correctness and content of the Order sent.
9. The Contractor shall place an Order by sending an assignment for execution of the prepared Offer by EMITER.
10. Compliance service of the Orders placed shall be carried out on working days, from Monday to Friday, between 8:00 a.m. and 4:00 p.m.
11. Warehouse service of the Orders placed shall be carried out on working days, from Monday to Friday, between 6:00 a.m. and 9:30 p.m.
12. The Contractor shall indicate the delivery address of the ordered products in the Order form. EMITER shall not verify the correctness of the indicated address. All costs related to providing an incorrect delivery address or failure to collect the shipment at the address indicated by the Contractor shall be borne solely by the Contractor.
13. After placing the Order, the Contractor may verify the shipment status on an ongoing basis in the "Orders" tab: unconfirmed, confirmed, in progress, completed, rejected, cancelled, closed. The Order status shall be automatically updated. In order to avoid doubts as to the current status of the placed Order, the Contractor shall contact the Customer advisor

assigned to them.

14. The Order placed shall be confirmed by sending a return message in electronic form to the e-mail address provided during registration on a dedicated B2B sales platform or in the case of orders placed outside the platform by sending an electronic order confirmation to the e-mail address from which the order was placed. The content of the message shall specify all essential terms of the sales contract. The message shall be generated automatically, without the need for additional actions to be taken by the Contractor. In the event that the content of the return message does not correspond to the actually placed Order, the Contractor shall immediately notify the assigned Customer advisor of this fact.
15. The Contractor's confirmation of reading and accepting the terms and conditions of the B2B sales platform, and of the general terms and conditions of sale (GTCS), shall be a prerequisite for placing an Order.
16. In the case of orders placed directly through dedicated Customer advisors, the acceptance of the order confirmation sent shall be tantamount to reading and accepting the GTCS
17. In order to enable the Contractor to read the content of the placed Order, in particular to identify and correct any errors, the Contractor should click on the "Order summary". The offer displayed at the "Order" stage shall cease to be binding for EMITER upon closing the website of the B2B sales platform without placing an Order.
18. Any documentation that is to or may be prepared as a result of the implementation of the provisions of these GTCS shall be drawn up in the Polish language version.

§ 5 PRICES

1. In the absence of any other written agreements or a different price offer proposed by EMITER to the Contractor, the prices indicated on the dedicated B2B sales platform at the time of accepting the agreed delivery of the goods for execution shall apply. Net prices, VAT rate and gross prices shall be indicated on the Sales platform. The indicated prices shall not include any costs of transport of the goods.
2. Rebates and discounts shall be granted only under an agreement between the Parties expressed in writing under pain of nullity, whereas their granting shall be the exclusive competence of EMITER. Each form of rebate or a special price list provided by EMITER other than the prices specified on the B2B sales platform shall be valid for a period specified in the offer sent.
3. If, in connection with the execution of the Order, fees, taxes or other charges have to be paid, then these costs shall be borne by the Contractor.

4. If the Parties agree to convert prices for goods in a foreign currency into PLN, they shall be obliged to use the average NPB exchange rate announced on the day preceding the issue of the sales document.
5. The prices shall not include the costs of transport of the goods to the place indicated by the Contractor. The cost of transport depends on the type and quantity of the goods ordered as well as the delivery option chosen by the customer.
6. The price of the goods presented on the dedicated B2B sales platform shall only be an invitation to start negotiations and may differ from the price of the goods after adding the goods into the basket. It is mainly influenced by the value of the placed Order, the quantity of ordered goods, current promotions, method of payment, method of delivery of the goods or discounts granted by EMITER.

§ 6 RELEASE OF GOODS AND DELIVERY

1. The goods shall be released in:
 - a) EMITER's warehouse when the goods are handed over to the carrier or the buyer, when the buyer collects the goods with their own transport. Personal collections shall be carried out in the warehouses of EMITER Sp. z o. o. respectively:
 - ICT network warehouse at ul. Porcelanowa 27, 40-241 Katowice from Monday to Friday, between 8:00 a.m. and 4:00 p.m
 - photovoltaic warehouse at ul. Cmentarna 22, 41-404 Mysłowice, from Monday to Friday, between 6:00 a.m. and 9:30 p.m (excluding Bank Holidays),
 - at the Warsaw branch (ul. Sadowa 19 D, 05-850 Jawczyce) from Monday to Friday, between 8:00 a.m. and 4:00 p.m,
 - b) warehouse or place of the Contractor's investment or in another individually agreed place, in a situation where EMITER delivers the goods or the delivery is organized by an external shipping company.
2. The delivery costs shall be borne by the Contractor, unless a separate agreement was concluded between the Parties, which provides otherwise.
3. The costs of pallet and groupage deliveries are specified on the B2B platform at <https://b2b.emiter.net.pl/transport>
4. The proof of receipt of the goods in the case of personal collection shall be the signature of the person who collects the goods on behalf of the Contractor on the warehouse release document or the proof of delivery of the goods to the carrier.
5. The benefits and burdens as well as the risk related to the goods, including the risk of accidental loss or damage, shall be transferred on the Contractor upon delivery of the goods to them.

- a) In the case of personal collection, the recipient confirms the receipt of the goods at the same time compliance of the goods in terms of quantity and quality.
 - b) In the event that the goods are transported by a courier or transport/forwarding company, the ownership and risk shall be transferred on the buyer upon receipt of the goods without reservations.
 - c) If the goods are left at the disposal of the buyer, the benefits and burdens as well as the risk related to the goods, including the risk of accidental loss or damage, shall be transferred on the Buyer upon the expiry of the deadline for collecting the goods. The parties agree that after 7 days from the date of the declared receipt of the goods, EMITER shall be entitled to issue an invoice, the amount of which shall correspond to the costs incurred by EMITER in connection with the storage of the goods or, in the case of disposal, the costs of disposal.
6. The deadline for the execution of the Order shall run from the moment of confirmation of the Order by EMITER.
 7. EMITER shall be entitled to make partial deliveries and settle them after each delivery. It shall be obliged to notify the Contractor about this fact without the need to obtain additional consent from them in any form.
 8. The deadline for completing the Order shall not be longer than 90 days from the receipt of the confirmation of placing the Order to the e-mail address indicated in the Order.
 9. The Contractor shall not be entitled to pursue any claims against EMITER in the event of unforeseen obstacles and circumstances, especially orders of state authorities, failure to obtain legal permits required by law, in the event of delays by the direct manufacturer in delivering the goods to EMITER, as well as due to force majeure, including military operations, official bans, strikes, epidemic etc. In the event of such circumstances, the deadline for completing the Orders shall be extended by the duration of these circumstances. EMITER reserves the right to withdraw from the contract if, as a result of the above-mentioned circumstances, the Order completion date is postponed by more than 3 months.
 10. EMITER reserves the right to postpone the delivery date of the goods for a period not longer than 90 days. In such a case, EMITER shall submit a declaration to the Contractor indicating the new delivery date. The change referred to in the first sentence of this point shall not require an annex to the contract in writing, or the submission of an additional declaration by the Contractor.
 11. The Parties agree that in the case of personal collection, the loading shall be on the Contractor's side. The goods shall be released unsecured, in particular without security strips, stretch film or other safeguards. Securing the cargo during transport shall be the responsibility of the Contractor and his sole competence.
 12. In the case of personal collection, when a significant number of pallets with the goods are collected and the Contractor has a vehicle adapted for loading with a forklift, EMITER allows for the

possibility of loading the goods onto the Contractor's car. The decision on this matter shall be the sole competence of EMITER.

13. In the situation specified in preceding point, the risk of accidental destruction or damage to the goods during loading shall be borne by the Contractor.
14. The Parties agree that the unloading of goods in the case of pallet shipments shall be on the side of the courier company handling the Order. The risk of accidental destruction or damage to the goods during unloading shall be borne by the courier. EMITER shall not be responsible for late delivery caused by the courier.
15. EMITER declares that in the case of pallet shipments, the goods shall be delivered to the address indicated in the Order. The goods ordered shall be unloaded with the help of the courier's car loading lift. If it is impossible to deliver the goods by means of a car equipped with a loading lift, the courier shall ask the Contractor or the direct recipient to prepare the tools for unloading, in particular a forklift.
16. The parties agree that if the courier's car is unable to enter the area of the address indicated in the Order, the goods shall be unloaded before the first architectural obstacle blocking further travel. In this case, the place of delivery of the goods shall be the place of their actual unloading and the risk of accidental destruction or damage to the goods during unloading shall be transferred on the Contractor.
17. The parties agree that the unloading of the goods, the transport of which is carried out by the services of an external shipping company, shall be the responsibility of the Contractor or the final recipient of the goods ordered. If the option of personal collection is chosen, the customer undertakes to determine the date of personal collection within 3 days from the confirmation of the Order acceptance by EMITER, at the same time the date of collection may not exceed 7 days from the approval of the order by Emitter.

§ 7 PAYMENTS

1. The following methods of payment are available:
 - a) prepayment by bank transfer.
 - b) deferred payment in the form of a bank transfer after prior consent for this type of payment was obtained from the Customer advisor.
 - c) cash upon collection from the EMITER's warehouse up to the amount of PLN 8,000.
 - d) Card upon personal collection from the EMITER's warehouse
 - e) prepayment by bank transfer through direct online payments
2. The method and terms of payment shall be individually established by the Customer and the Contractor. During the cooperation, the method and terms of payment may change upon the request of

the Contractor or by individual decisions of the Customer advisor. The decision as to the change of forms and methods of payment shall be at the sole competence of EMITER.

3. The Contractor may make payments by bank transfer, with a deferred payment date. Detailed rules for this type of payment shall be agreed individually with the Contractor. The decision on payment terms shall be at the sole competence of EMITER.
4. EMITER shall issue a VAT invoice to the Contractor for the goods purchased. The source of the Contractor's data for issuing an invoice and data regarding the place of delivery shall be registration documents and information from the registration form, which the Contractor provides during the registration process and in the course of placing an Order.
5. In the "Orders" tab available on the dedicated B2B sales platform, the Contractor shall have the access to all Cis and Vis and possible VAT corrections related to a given Order.
6. The Contractor shall be obliged to download the indicated documents directly from their account on the B2B Platform. Placing an invoice on a dedicated B2B sales platform shall be tantamount to its delivery. Placing an Order shall be tantamount to the expression of consent to this form of settlement.
7. In the case of customers completing orders without the B2B platform, the documents shall be sent in electronic form in a manner consistent with the concluded trade agreement or the instruction contained in the order.
8. The Contractor, using the B2B Sales Platform, accepts and agrees to sending invoices by EMITER by electronic means (e-invoice) to the e-mail address provided by the Contractor in the registration form.
9. EMITER reserves the ownership of all goods sold to the Contractor until the Client pays all amounts due, including future receivables and additional costs (including, but not limited to) transport costs, interest on late payments, and debt collection costs.
10. In the event of a delay of the Contractor in paying the amounts due to EMITER, EMITER shall be entitled to claim the performance of the pecuniary obligation and to claim the payment of the maximum interest applicable on the date of payment of the invoice. EMITER may also demand that the damage caused by the delay be rectified, in particular to cover any costs incurred in connection with claiming receivables. In particular, the costs of debt collection, court fees, the costs of clause proceedings and execution.
11. In the event of a delay of the Contractor in paying the amounts due to EMITER, EMITER, regardless of the rights specified in § 7 p. 10 shall be entitled to suspend the execution of all Orders and services until the Contractor pays all amounts due. In such a situation, the Contractor shall not be entitled to any claim for suspension of the execution of the Orders.

12. In the absence of different contractual provisions, the Parties agree that the payments be made in Polish zlotys.
13. The payment lead time shall be on the Contractor, i.e. the moment of crediting the funds on EMITER's bank account shall be considered the date of payment.
14. If the Contractor exceeds the payment deadline specified in the Order, EMITER shall charge the Contractor with the costs of debt collection proceedings, in the amount of not less than 5% of the value of the Order placed.
15. Payments of receivables shall be made to EMITER's Account specified in the invoice or to the Factor Account specified in the invoice if the given Contractor is covered by the factoring service.
16. The Contractor shall have no right to withhold payments due to warranty claims addressed either to EMITER or to the direct producer of the goods.
17. Unless explicitly stated when making the payment, the payment shall be credited to the receivables resulting from the most mature invoices.
18. Claims submitted by the Contractor under the guarantee provided by EMITER shall not release them from the obligation to pay the full price for the ordered goods in a timely manner.

§ 8 GUARANTEE AND DEFECTS LIABILITY

1. The Seller (EMITER) and the Buyer (Contractor), in relation to the entire Range of products offered on the B2B platform, shall mutually exclude the application of the provisions on the warranty for defects in a good sold in the case of sale between entrepreneurs pursuant to Art. 558 § 1 of the Civil Code.
2. EMITER shall issue a guarantee only for the goods it produces, including connection boards, assembly structures, cables and others. Guarantee documents for these Items shall be available on the dedicated B2B sales platform at <https://b2b.emiter.net.pl>
3. The guarantee issue by EMITER shall not cover damage caused during transport.
4. The complaint procedure, in particular the time and method of considering complaints, shall be described in the warranty conditions contained in individual guarantee cards of a given Range of products placed on a dedicated B2B sales platform.
5. The liability of EMITER for failure to process or untimely consideration of the complaint shall be limited only to the losses incurred by the Contractor. The liability of EMITER for the lost profits in connection with failure to process or untimely consideration of the complaint shall be excluded.
6. Under the guarantee and regardless of its type, the EMITER shall not be liable for issuing a guarantee

for damages caused by malfunction of the goods, including material losses on the Contractor's property, loss of profit or data.

7. The products replaced with new ones during repair shall be the property of EMITER and shall not be returned to the Contractor.
8. The goods not manufactured by EMITER shall be covered by the guarantee of the direct producer. The detailed scope of the guarantee, its duration, and the guarantee procedure shall be specified in the guarantee documents issued by the producer.
9. The liability of EMITER towards the Contractor shall be limited to the liability under the guarantee issued for the goods, of which EMITER is the direct manufacturer.
10. In justified cases, EMITER shall allow the possibility of intermediating during complaint procedures from the direct producer of the goods. The detailed rules of intermediation shall be determined between the Parties in the form of an additional agreement. The decision to intermediate during guarantee proceedings shall be at the sole competence of EMITER.
11. The Contractor shall send to EMITER an application to intermediate during the warranty proceedings at the direct producer immediately, not later than within 24 hours from the moment the defect was discovered.
12. The EMITER shall either accept or reject the application for intermediation, of which they shall notify the Contractor via a message sent to the e-mail address indicated in the registration form.
13. The Contractor shall be obliged to check the quality of the goods immediately upon their receipt. If the Contractor finds that the goods delivered by EMITER are defective, they shall be obliged to immediately notify EMITER of this fact and prepare a complaint protocol in writing and effectively deliver it to EMITER via the B2B platform, or in the event of problems with access to the website – via e-mail to the following e-mail address: reklamacje@emiter.net.pl
14. The Parties agree that EMITER's liability for damages due to delay in delivery of the goods shall be excluded.

§ 9 RETURN OF NEW GOODS

1. The Contractor may return the new goods delivered by EMITER only upon obtaining the written consent of EMITER, on behalf of which the authorized Customer Advisor shall act and provided that the Contractor has paid 10% of the value of the returned goods.
 - a) (a) The Contractor agrees that the amount referred to in subsection 1 above may be deducted by the Issuer from the price paid for the goods due to be returned to the Contractor
2. The Contractor shall be obliged to report the returns only via the B2B platform by sending a completed return form.
3. The return of the goods shall be possible within 14 days from the date of their shipment.
4. If EMITER, on behalf of which the Customer advisor acts, expresses consent to return the goods,

EMITER shall not bear any costs on this account, in particular, the transport shall take place

at the cost and risk of the Contractor.

5. The EMITER shall inspect the returned product and make a decision:
 - a) to return to the Contractor the value of the returned product,
 - b) to refuse to accept the returned product,
 - c) to replace the returned product with another one.
6. In the case of returning a new product, all costs related to the return shall be borne by the Contractor.
7. All risks related to the return of the new products, in particular the risk of loss or damage during transport, shall be borne by the Contractor.
8. The right to return the new product shall not apply to products that cannot be purchased by placing an Order on a dedicated B2B sales platform on the day of submitting a declaration of willingness to return the new product.
9. The right to return the new product shall not apply to products which are essentially disposable products or which were delivered under the Contractor's special Order.
10. The right to return the new product shall not apply to promotional products and products which constitute a gift as part of a promotion.
11. The right to return the new product shall not apply to products used in any way, damaged, dirty or deformed or not suitable for use due to other defects. The right to return the new product shall also not apply to products whose packaging is damaged, dirty or deformed or is not suitable for use due to other defects.

§ 10 TERMINATION OF THE CONTRACT WITH IMMEDIATE EFFECT

1. EMITER shall be entitled to terminate the contract with the Contractor immediately upon written notification without the obligation to pay any compensation for them or incur any costs if the Contractor:
 - a) is delayed with the payment of receivables to EMITER for more than 7 days,
 - b) violates the provisions of the trade agreement,
 - c) fails to fulfil any obligation towards EMITER,
 - d) takes actions to the detriment of EMITER or damages its reputation,
 - e) if it is justified by the legitimate interest of EMITER.
2. EMITER reserves the right to terminate the contract with immediate effect upon written notice in case of:
 - a) doubts as to the Contractor's solvency about which EMITER did not know at the time of registration on the B2B Platform,
 - b) submission of an application by the Contractor for the initiation of bankruptcy proceedings or any other

restructuring proceedings,

- c) subcontracting or assigning by the Contractor the rights and obligations to a third party under a trade agreement without the prior consent of EMITER.

3. If the contract is terminated by EMITER with immediate effect for reasons attributable to the Contractor, EMITER shall have the right to:

- a) claim from the Contractor the payment of remuneration for the part of the contract performed and cover all costs and expenses of EMITER until the contract is terminated with immediate effect,
- b) charge the Contractor with a contractual penalty of up to 10 percent of the value of the Order placed,
- c) seek from the Contractor a repair of damage exceeding the amount of the contractual penalty on general terms.

§ 11 FORCE MAJEURE

1. By Force Majeure, the Parties shall understand an extraordinary event, beyond control of a given Party, unforeseeable and impossible to prevent, also when its avoidance requires taking actions the cost of which exceeds the benefits that can be recovered. Force majeure shall be considered a war, natural disaster, in particular an earthquake, fire, hurricane, tsunami, flood, strikes, epidemic, riots, etc.
2. Neither of the Parties shall be liable towards the other Party for any failures in the performance of the provisions of the contract, if they are caused by reasons objectively beyond one's control, the occurrence of which cannot be avoided, even if a given Party exercised due diligence.
3. The Parties agree that they shall notify the other Party of the occurrence of force majeure without undue delay, but not later than within 3 days of its occurrence.
4. The Contractor may not effectively invoke the circumstances set out in § 11 p. 2 if:
 - a) they failed to immediately notify EMITER about the occurrence of force majeure, but not later than within 3 days from the date on which they become aware of its occurrence,
 - b) immediately after being notified about the occurrence of force majeure, they did not take any actual and economic actions enabling the achievement of the objectives provided for in the provisions of the contract.
5. If the circumstances of force majeure last for more than 30 days, EMITER shall have the right to terminate the contract with immediate effect upon written notification of the Contractor without being liable to them.

§ 12 NON-DISCLOSURE CLAUSE

1. The Parties undertake to keep secret information of particular interest, obtained in the course

of the contract performance, in particular:

- a) information on the organizational structures of the Parties, in particular information on organization charts, employee position structures, job descriptions and other information, the disclosure of which may compromise EMITER,
 - b) technical information or information protected as the Parties' trade secrets, in particular regarding products, procedures, prices, activities, financial situation, the type of products on offer, and the method of their production,
 - c) provisions of the contract, information on the course of negotiations, provisions of other agreements concluded between the Parties.
2. If a breach of § 12 p. 1 is identified by the Contractor to the detriment of EMITER, the Contractor undertakes to pay to EMITER a contractual penalty in the amount of PLN 100,000 (in words: one hundred thousand zlotys). The contractual penalty shall be paid not later than within 7 days from the moment the violations are found and the Contractor is notified about the violations found.
 3. The Parties undertake to protect confidential information of particular interest regarding the other Party and to secure the information in such a way that unauthorized persons do not have access to it.
 4. The Parties undertake not to disclose confidential information to third parties without the express written instruction of the other Party. The Parties undertake to use information and documents obtained only to the extent necessary for the proper performance of the contract.
 5. The Non-disclosure clause of information provided shall be binding for each of the Parties for the duration of the contract as well as after its performance, expiry and termination for a period of 10 years from the occurrence of any of these events.
 6. All data obtained during the performance of the contract, after its completion, shall be permanently deleted, including the media on which they were transferred.

§ 13 INDUSTRIAL PROPERTY LAW AND COPYRIGHT

1. Plans, sketches, all documentation and catalogues, prospectuses, patterns, images, etc. shall be the property of EMITER and as such shall be subject to the applicable laws regarding their duplication, distribution, imitation, copying, prohibition of unfair competition, etc.
2. None of the provisions of these GTCS may be interpreted as granting a license by EMITER, transfer of copyrights, or an obligation to grant a license or transfer copyrights in the future to any of the works created under the obligation relationship between the Parties, unless the Parties agreed otherwise.

§ 14 PAYMENT GUARANTEE

1. The payment guarantee of trade credit receivables may also be bank guarantees, reverse factoring and insurance of receivables.
2. The payment guarantee of trade credit receivables for the purchase of goods may be a blank promissory note issued by the CONTRACTOR together with the blank promissory note agreement.

§ 15 PERSONAL DATA PROTECTION

1. EMITER shall be the Controller of personal data provided by the Contractor.
2. In order to fulfil the obligation pursuant to Art. 28 of the General Data Protection Regulation, the Contractor shall entrust EMITER with personal data indicated below to be processed. EMITER undertakes to process it in accordance with applicable law and these general terms and conditions of sale and provision of services.
3. As the Controller of the Contractor's personal data, EMITER shall be entitled to process it for the following purpose:
 - a) fulfilment of the Order (conclusion and performance of the contract),
 - b) for marketing purposes,
 - c) in connection with the performance of tax-related activities.
4. To the extent of contract performance, marketing purposes and in connection with the performance of tax-related activities, the Contractor's personal data shall be transferred for processing by placing an Order by the Contractor on a dedicated B2B sales platform. Placing an Order shall be tantamount to accepting the provisions of the B2B Platform sales regulations and the provisions of these GTCS, including the provisions on personal data protection.
5. The Contractor declares that personal data entrusted to EMITER be processed in accordance with the regulation and other applicable law and that it they shall be entitled to entrust the processing of personal data. The Contractor declares that the nature of the entrusted personal data shall not include the categories of personal data specified in Art. 9 and 10 of the General Data Protection Regulation.
6. Personal data shall be made available in the form of an electronic record and shall be entered by placing an Order by the Contractor on a dedicated B2B sales platform.
7. The scope of personal data entrusted to EMITER shall include first names, last name, address, e-mail address, phone number, NIP and REGON numbers.
8. Personal data indicated above shall be processed by EMITER on a permanent basis. The Contractor's consent to the processing of personal data shall include registering, organizing, storing, downloading, using, adjusting and combining personal data that EMITER shall accept

in connection with the fulfilment of the Order (performance of the contract).

9. Before processing of personal data, EMITER undertakes to:

- a)** take measures securing personal data, in particular, apply technical and organizational measures ensuring adequate protection of personal data being processed, to ensure a level of security corresponding to this risk.
 - b)** ensure that any natural person acting under the authority of EMITER who has access to personal data, processes it only at the request of EMITER to the extent and for the purpose provided for herein and for the purpose of fulfilling the Order.
- 10.** EMITER shall ensure that persons who have access to personal data being processed, keep itself and the manner of securing it secret. The obligation of confidentiality shall exist also after the Order is fulfilled, and after the end of the use of the B2B Platform as well.
- 11.** EMITER and the Contractor undertake to cooperate in the correct compliance with the provisions of the General Data Protection Regulation, in particular the provisions of Art. 32–36 of the same regulation.
- 12.** In the event of a suspected breach of personal data protection, EMITER and the Contractor undertake to:
- a)** immediately provide information on the personal data breach,
 - b)** provide all information necessary to notify the data subject, at the request of the authorized person, pursuant to Art. 34 sec. 3 of the General Data Protection Regulation.
- 13.** EMITER and the Contractor respectively undertake to help each other through appropriate technical and organizational measures in fulfilling the obligation to respond to requests from third parties being data subjects, in the scope of exercising their rights specified in Art. 15–22 of the General Data Protection Regulation.
- 14.** EMITER and the Contractor shall be obliged to respect and apply any guidelines and recommendations issued by the supervisory authority or the EU advisory body dealing with the protection of personal data.
- 15.** EMITER and the Contractor shall be obliged to immediately notify each other about any court, administrative or other proceedings regarding the processing of personal data.
- 16.** The Contractor allows the possibility of sub-entrusting the processing of personal data to EMITER's subcontractors.
- 17.** The Contractor shall have the rights under the sub-entrust agreement directly to the EMITER's subcontractor.
- 18.** The Contractor shall be entitled to verify compliance with the rules for the processing of personal data,

in connection with the regulation and these GTCS. The Contractor shall have the right to demand information on the entrusted personal data.

19. Providing personal data shall be voluntary, however, without providing it, it shall not be possible to register on the B2B sales platform and thus impossible to perform the contract.
20. After the termination of cooperation between EMITER and the Contractor, EMITER, depending on the Contractor's decision, shall delete or return the obtained data and delete its existing copies.

§ 16 FINAL PROVISIONS

1. The Contractor may not transfer obligations without the prior written consent of EMITER under pain of nullity.
2. During the contractual relationship, the Contractor undertakes to immediately notify EMITER of any change in the Contractor's address, person or company and of each case in which they filed a petition for bankruptcy or restructuring.
3. Any amendment of or deviation from these GTCS shall be made in writing under pain of nullity. Reservations in documents, including confirmations of acceptance for implementation, confirming delivery or collection, shall not be considered an amendment hereto.
4. To all matters not settled herein, the provisions of Polish law, in particular of the Civil Code, shall apply.
5. In the absence of other contractual provisions, the court competent for any disputes that may arise in connection with the interpretation of these GTCS, shall be the court competent for the seat of EMITER.
6. In the event that any of the provisions of the trade agreement be found invalid or ineffective, this circumstance shall not affect the validity and effectiveness of the remaining provisions. In the event of invalidity or ineffectiveness of the provisions of the trade agreement, the provisions of these GTCS shall apply in their place.
7. EMITER reserves the right to commission other entities to perform the obligations arising in connection with the contractual relationship established on the basis of these GTCS.
8. The EMITER shall be entitled to amend or supplement these GTCS at any time. Any and all amendments hereto made during the validity of a given contractual relationship between the Parties shall not affect its content.
9. The provisions of these GTCS shall come into force 24 hours after the publication of these GTCS on EMITER's website.