

I. DEFINITIONS FF

1.1. GSC – General Sales Conditions of Fiorentini Polska Sp. z o.o.,

Seller – Fiorentini Polska Sp. z o.o. with registered office in Poznań, ul. Kamiennogórska 22, registered in the Register of Entrepreneurs of the National Court Register by the District Court in Poznań under no. 0000015643, NIP no. 777-25-16-500.

Parties – Seller and Buyer.

Goods – the products and services in the Seller's current commercial offer, together with the Documentation and necessary software.

Contract – a sales transaction of Goods concluded by placing a Purchase Order in accordance with these GSC or, in special cases, signing a separate written agreement.

Civil Code – the Civil Code Act of 23 April 1964 (i.e. Journal of Laws 2016, item 380 as amended).

Delivery – delivery of goods or services to the Buyer's specified address

Purchase Order – acceptance of the Seller's offer or actions aimed at ordering the Goods, assuming obligations under the Contract, in particular payment for the Goods delivered by the Seller, whatever comes first.

Buyer – a natural person, legal entity or organisational unit which is not a legal entity and which is granted legal personality by law, making a Purchase Order to purchase Goods.

Guarantee – guarantee of the quality of the goods issued by the Seller.

Complaint – a claim made in a complaint.

II. GENERAL PROVISIONS FF

2.1. The rights and obligations of the Parties shall be set forth in the sales or service agreement concluded by the Parties, in these General Sales Conditions, and to the extent not regulated therein, the Civil Code shall apply. In the event of a discrepancy, the following document hierarchy applies:

- a. these GSC
- b. Contract
- c. Order
- d. other agreements between the Parties

2.2. These General Sales Conditions shall apply to any sale, delivery or similar transactions, the subject of which shall be the transfer of ownership (sale) of the goods offered by the Seller to any entity that makes the purchase for the purpose related to its business activity (i.e. not as a consumer within the meaning of the Civil Code), unless the Seller has explicitly and unambiguously provided otherwise.

2.3. The General Sales Conditions form an integral part of sales contracts and related service contracts concluded between the Seller and the Buyer, unless these contracts provide otherwise.

2.4. Acceptance of the GSC takes place at the moment of acceptance of the offer as well as with the placement of the purchase order, concluding a purchase contract.

2.5. The terms and conditions of the sales contracts are set out in the Offer, in the purchase order's confirmation and in these General Sales Conditions. In the event of any discrepancy, the

provisions of the Offer, and any subsequent written agreement of the Parties confirmed by the Seller, shall take precedence over the General Sales Conditions.

2.6. The GSC are available on the Seller's website under the following link: www.fiorentini-polska.com.

III. COMMERCIAL INFORMATION, OFFERS FF

3.1. Any information, proposals or similar statements made by the Seller on the website, in e-mails or in catalogues and other documents shall not constitute an offer within the meaning of the Civil Code, but merely an invitation to a potential Buyer to enter into negotiations and possibly place an order.

3.2. The documents entitled "Offers" constitute offers within the meaning of the Civil Code.

IV. PURCHASE ORDERS FF

4.1. Once the Seller has received a request for proposal, and the details of the order have been agreed, the Seller sends the Buyer an Offer containing all the details of the order.

4.2. The conclusion of the sales contract is subject to the Buyer's acceptance of the Offer along with the General Sales Conditions.

4.3. If the Seller places an order on its own form, the Offer must be an attachment to said order. In the event of any discrepancy between the Offer and the submitted purchase order form, the contents of the Offer are binding. In the absence of an Offer on the purchase order, the acceptance of this order is subject to an e-mail confirmation by the Seller.

4.4. If the Buyer intends to make changes to the Offer before accepting it, the Buyer should inform the Seller, who will decide whether to accept such changes. Any change to the Offer made by the Buyer requires the express consent of the Seller in order to be valid.

4.5. In particular, such consent does not constitute implied consent, expressed verbally, or the entry of a purchase order.

4.6. In order to confirm the conclusion of the Contract, the Seller will issue a "Purchase order confirmation" document.

V. PRICES AND PAYMENT TERMS FF

5.1. The Buyer shall pay to the Seller the price and/or selling prices specified in the Offer subject to the provisions described below.

5.2. If the price of the goods in the Sale Offer is expressed in a currency other than the Polish zloty (PLN) and the settlement of the transaction will take place in the Polish zloty (PLN), the sale price shall be the Polish zloty (PLN) equivalent of the amount specified in the Offer in that currency according to the average selling rate of that currency in the National Bank of Poland (Table A) on the day preceding the issuance of the "Purchase order confirmation" document.

5.3. If the price of the goods in the Sale Offer is expressed in a currency other than the Polish zloty (PLN) and the settlement of the transaction will take place in that currency (payment in a foreign currency), the provisions of the Act of 11 March 2004 on Value Added Tax (VAT) shall apply for the purpose of converting the value of VAT into Polish zlotys (PLN).

5.4. The method of settlement of the transaction (payment in Polish zloty or in a foreign currency) shall be specified by the Parties in the Offer and confirmed in the "Purchase order confirmation" document.

5.5. If, after the conclusion of the contract, any duty, import or similar charge or any tax or any other public charge related to the intra-Community acquisition of goods is introduced or there are changes in the amount of such duties, taxes or charges, the sales prices shall change accordingly, even if this was not included in the contract between the Parties.

5.6. In the event of doubt as to whether the prices in question are net or gross, they shall be deemed to be net prices to which tax (in particular VAT) will be added at the rate applicable on the day of invoicing.

5.7. Payment of the price will be made within the timeframe indicated in the Offer and the confirmed "Purchase order Confirmation" document.

5.8. If the Buyer fails to take delivery of the goods by the agreed date, the price and/or other charges shall be payable.

5.9. The day on which payment is received in the Seller's bank account shall be deemed to be the day of payment.

5.10. If the Buyer delays payment of the amount due, the Seller shall be entitled to contractual interest on arrears at the statutory rate (statutory interest for delay in commercial transactions).

5.11. The submission of any objections, comments or complaints by the buyer does not suspend the payment period.

5.12. If the Buyer delays payment of any amounts due to the Seller, the Seller, in addition to other rights under the sales contract, the General Sales Conditions and the law, shall have the right to immediately suspend delivery of the products and refuse to accept orders until payment with interest is settled. All costs connected with the withholding of the delivery of the products, including in particular the costs for storage and insurance of the products, shall be borne by the Buyer.

5.13. In the event of circumstances indicating a threat to the timely fulfilment of the Buyer's obligations, the Seller reserves the right to suspend the delivery of products and refuse to accept orders until adequate security for payment has been provided.

5.14. The Buyer shall not be entitled to set-off any receivables against the Seller's receivables for payment of the price for the delivered goods.

5.15. Notwithstanding the shipment and transfer of risk for the delivered goods, the ownership of the goods shall only pass to the Buyer upon receipt by the Seller of payment in cash or upon receipt of payment into the Seller's bank account.

VI. SUPPLY CONDITIONS

6.1. Dates and deliveries will be specified in the Offer and confirmed in the "Purchase order Confirmation" document.

6.2. If the Buyer collects the goods from the Seller's warehouse with its own transport, they assume responsibility for the goods when the goods are released from the Seller's warehouse to the person driving the Buyer's means of transport.

6.3. Where the goods are delivered via an independent Carrier, the responsibility for the goods shall pass to the Buyer when

such goods are handed over to the Carrier if the Carrier was engaged by the Buyer.

6.4. If the content of the agreement of the parties does not include specific information on the quality and packaging of the goods, it will be presumed that the goods to be delivered are of a quality that corresponds to the average requirements for the species and type of goods in question, and that they are to be packaged or unpackaged in accordance with the applicable regulations and standards of the Seller's company or those of its suppliers.

6.5. The Buyer shall inspect, in particular, the condition of the consignment (load) and the quality, quantity and assortment of the delivered goods immediately upon delivery (issue) and make an appropriate annotation on the consignment note or other proof of issue and immediately report any reservations in this respect to the carrier (in accordance with the relevant transport regulations) and to the Seller in writing and allow the Seller's representative to inspect the intact goods without delay.

6.6. If the Buyer accepts the goods without examining them or does not report any reservations immediately after examining the goods, this shall be deemed to be confirmation that the goods have been delivered correctly, in the correct quantity and with the correct characteristics and properties.

6.7. If, due to the nature of the packaging or for any other reason, it is not objectively possible to carry out an immediate inspection of the delivered goods, the inspection upon receipt should at least cover the consignment note, the quantity and condition of the packaging, the details of the marking of the goods on the packaging and any externally visible damage.

6.8. Should it not be possible to detect a defect upon receipt of the goods or during their inspection in accordance with the preceding paragraphs, with the greatest professional care, the period for lodging a complaint shall be 7 days from the day on which, with such care, it became possible to detect the defect.

6.9. Under the penalty of forfeiture of the right to assert against the Seller any claims for defects of the goods or incompatibility of the delivery with the order or its confirmation, the Buyer shall be obliged to fulfil all the formalities provided for in the preceding paragraphs above, in particular to report to the Seller any identified irregularities immediately upon their discovery, but no later than within 7 days of their discovery or the moment when the said discovery of irregularities was possible, whichever is earlier.

6.10. The seller shall not be liable for any failure to comply with any time limits arising from the conclusion or execution of this agreement, if such failure is not due to their sole fault. The delivery times indicated in the Offer are indicative and are subject to change for reasons beyond the Seller's control.

6.11. If the delivery date is postponed due to circumstances for which the Seller is not to blame, in particular circumstances provided for in the content of these General Sales Conditions, the Seller may postpone the next delivery in an appropriate manner.

6.12. If the Buyer fails to collect the goods within 14 days of the notification that the goods are ready for collection, the Seller shall be entitled to charge storage costs of 0.05% of the purchase order confirmation value for each day of delay.

VII. GUARANTEES AND COMPLAINTS FF

7.1. The Seller guarantees the quality of the sold goods to the Buyer.

7.2. The quality guarantee period for the goods in question shall be 24 months from the date of the sales invoice, unless otherwise specified in the Offer.

7.3. Provided that the Buyer has complied with all formalities stipulated in the content of these GSC (in particular timely notification of discovered defects), the Seller shall, within an appropriate time limit - however no shorter than 30 working days from receipt of the complaint - decide on the settlement of the complaint and, if the complaint is accepted, either to remove the defect or to deliver new goods in place of the defective goods.

7.4. If in the course of processing/using/utilization of the goods, it becomes apparent that the goods contain defects for which the Buyer may claim, the Buyer is obliged to immediately refrain from further use of the goods.

7.5. The buyer is obliged to secure the defective goods and store them in their original packaging until they are replaced or returned.

7.6. The buyer is obliged to make available to the Seller samples of the goods that are necessary for the Seller's expertise, to allow an on-site examination of the behaviour of the goods during processing and to provide the necessary information on the processing technology or the conditions under which the goods were used.

7.7. The consideration of the claim by the Seller and the granting of rights resulting from this guarantee may, in special cases, be made dependent on the delivery of defective goods by the Buyer to the Seller.

7.8. The Seller's liability for defects or shortages in the goods shall be limited exclusively to the obligations described in the content of these GSC and shall not include monetary compensation.

7.9. The guarantee does not cover defects and faults caused by the exclusive fault of the Buyer or third parties, in particular those arising:

- from improper assembly and start-up of the device by persons not possessing the appropriate qualifications, above all the certificate of qualification in accordance with the Regulation of the Minister of Economy, Labour and Social Policy on detailed principles of ascertaining the possession of qualifications by persons dealing with the exploitation of devices, installations and networks of 28 April 2003 (Journal of Laws No. 89, item 828);

- from use of the appliance contrary to its intended use and the operating rules described in the device's Operations and Maintenance Manuals (O&MM);

- from modifications to the device.

7.10. In view of the granting of the aforementioned guarantee to the Buyer, the provisions on warranty for defects of the goods sold set out in the provisions of the Civil Code shall not apply.

VIII. LIABILITY FF

8.1. Any liability of the Seller relating to the conclusion of the agreement or the sale of the goods, irrespective of the title of such liability, shall not include compensation for damages rela-

ting to expected benefits, lost profit, production losses, loss of market reputation, etc.

8.2. Any liability of the Seller relating to the conclusion of the agreement or the sale of the goods, irrespective of the title of such liability, shall not exceed in total the net price of the goods that the circumstances giving rise to the Seller's liability relate to.

8.3. The Seller shall only be liable for the goods possessing certain characteristics or for the suitability of the delivered goods for the purposes desired by the Buyer, provided that he has given the Buyer written assurance that the goods possess certain characteristics or are suitable for such purposes.

8.4. In the event that a third party makes any claims against the Buyer that may be related to the goods sold by the Seller to the Buyer or to the products for the manufacture of which the goods sold by the Seller to the Buyer have been used, the Buyer shall immediately notify the Seller, giving the Seller the opportunity to participate in the proceedings related to the claims of that person, under penalty of complete exclusion of any liability of the Seller related to such claims.

IX. INTELLECTUAL PROPERTY FF

9.1. The intellectual property of any goods belongs to the Seller, or the manufacturer, and nothing in the contract shall be construed as granting the Buyer any licence or rights in relation to the intellectual property.

9.2. The Buyer shall not use trademarks or trade names which are identical or confusingly similar to the trademarks, names and designations of the purchased goods.

9.3. The Seller or the manufacturer of the goods (as mutually agreed) shall retain full ownership of all inventions, designs and processes and all intellectual property rights in the goods.

X. CONTRACTUAL PENALTIES FF

10.1. Subject to the provisions of these GSC, the Seller shall have the right to charge the Buyer with contractual penalties due to withdrawal from the agreement for reasons attributable to the Buyer.

10.2. The amount of the contractual penalty will be specified in the Offer.

XI. DISPUTE SETTLEMENT AND APPLICABLE LAW FF

11.1. Any sales agreement under which the Seller shall sell any goods to the Buyer shall be governed by these General Sales Conditions (if the Buyer has been informed of them in any form and at any time or has been able to easily familiarise with their content and if the parties have not excluded the application of these - all or some - terms and conditions in writing) as well as - to the extent not regulated by the content of these GSC - by the relevant provisions of the Polish Civil Code and other mandatory legal acts.

11.2. Any and all disputes which may arise between the parties and which may be connected with the relationships based on the sales agreements concluded by the parties or other agreements to which these General Sales Conditions apply shall be exclusively settled by the common court of local and material jurisdiction of the Seller.

11.3. Notwithstanding the content of these General Sales Conditions, the contract between the parties may be amended accordingly in the event of the introduction of mandatory legal acts, the content of which will result in additional obligations for the parties. In particular, the Seller may refer to any changes in regulations and circumstances that may entail a change in operating costs or public law burdens, and therefore a change in the terms and conditions of the offer made by the Seller or the agreement already concluded between the parties but not yet executed.

XII. FINAL PROVISIONS



12.1. Unless the parties have agreed otherwise in writing, the Seller's obligation shall be deemed to include no performance other than the delivery of the goods constituting the object of the agreement between the parties to the Buyer and the transfer of the ownership of these goods to the Buyer upon receipt of the sales price from the Buyer (in particular, the Seller's obligation shall not include technical support with regard to the use of the goods).

12.2. Except as otherwise stipulated in the text of this contract, the following circumstances may constitute, without consequence for the parties, grounds for withdrawal from the contract if they occur after the conclusion of the contract and substantially hinder its performance:

12.2.1. Any circumstance beyond the control of a party (so-called force majeure), in particular fire, war, mobilisation or unforeseeable military call-ups,

12.2.2. Other events of similar scope or magnitude, requisitions, seizures, currency restrictions, insurrections and riots, labour disputes, shortage of means of transport, general shortage of goods, cancellation of part of the production or of fixed or current assets, limitations on means of propulsion and defects or delays or failures on the part of carriers, producers or sub-suppliers of the goods being sold or other third parties.

12.3. Nor shall a party be liable for any consequences resulting from the conduct of the other party or of third parties for whose conduct that party is not legally responsible. If the contract cannot be performed in a reasonable time, either party shall have the right to withdraw from that part of the contract, the performance of which has been impeded for the reasons mentioned above.

12.4. Without the prior written consent of the Seller, the Buyer shall not be entitled to deduct its receivables from the Seller's receivables, assign them to third parties, encumber, commission or in any other way dispose of the rights resulting from the concluded agreement.

12.5. Any verbal agreements between the Parties shall only be binding upon confirmation by the Parties in writing under penalty of nullity or as set out in these General Sales Conditions.

12.6. These General Sales Conditions and the sales contracts concluded on the basis of them shall be governed by Polish law.

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