

GENERAL TERMS AND CONDITIONS OF SALE EUROSYSTEM POLSKA Sp. z o.o. Sp. K.

1. GENERAL PROVISIONS

- 1.1** These General Terms and Conditions of Sale ("GTC") apply to the supply of goods and services ("Products") by Eurosystem Polska Sp. z o.o. Sp. k. (the "Seller"). The customer purchasing Products is referred to as the "Buyer".
- 1.2** These GTC apply to all transactions between the Seller and the Buyer unless otherwise agreed in writing.
- 1.3** The current version of the GTC is available at www.eurovent.pl and forms an integral part of all Offers, Orders and Agreements.
- 1.4** Confirmation of an Order, delivery of Products, or issuance of an invoice shall be deemed acceptance of these GTC by the Buyer.
- 1.5** The Seller may assign rights or claims arising from an Agreement to third parties. The Buyer may not transfer its rights or obligations without the Seller's prior written consent.

2. DEFINITIONS

For the purposes of these GTC:

- Product – goods or services supplied by the Seller
- Offer – commercial offer submitted by the Seller
- Order – purchase order submitted by the Buyer
- Agreement – agreement concluded between the Seller and the Buyer for the supply of Products
- Buyer – a business entity or person conducting business activity purchasing Products from the Seller
- Seller – Eurosystem Polska Sp. z o.o. Sp. k.
- Parties – the Buyer and the Seller jointly

3. OFFERS

- 3.1** Offers are prepared with due care based on information provided by the Buyer.
- 3.2** The Seller shall not be liable for incorrect specifications resulting from inaccurate data provided by the Buyer.
- 3.3** Technical parameters, weights, quantities and dimensions indicated in Offers are approximate and provided for informational purposes only.
- 3.4** Documents issued in response to enquiries that are not explicitly marked as Offers shall be considered preliminary quotations.

4. ORDERS

- 4.1** Orders must specify the Product, quantity, price, delivery address and contact details.
- 4.2** Orders may be submitted by e-mail, through sales platforms or by telephone (subject to written confirmation).
- 4.3** An Order becomes binding once confirmed by the Seller or once delivery of Products or issuance of an invoice takes place.

4.4 Any changes or cancellation of an Order require the Seller's written consent.

4.5 The Seller may refuse or suspend Orders if the Buyer has outstanding payments or exceeds granted credit limits.

4.6 The Seller reserves the right to perform partial deliveries.

4.7 Delivery dates are approximate unless otherwise agreed.

5. DELIVERY

5.1 Risk related to transportation passes to the Buyer upon dispatch of the Products.

5.2 International deliveries are governed by Incoterms[®] 2020, unless otherwise agreed.

5.3 The Buyer must inspect the shipment upon delivery and report any discrepancies immediately.

5.4 Products collected under EXW terms must be collected within 5 business days from the date they are made available.

5.5 If the Buyer fails to collect the Products within 30 days, the Seller may resell or dispose of the Products at the Buyer's expense.

5.6 Delivery delays caused by circumstances beyond the Seller's control shall not result in liability of the Seller.

6. PAYMENTS

6.1 Prices are net prices and do not include VAT.

6.2 Payments shall be made to the bank account indicated on the invoice.

6.3 The payment date is the date on which funds are credited to the Seller's account.

6.4 The Seller may require advance payment or other payment security.

6.5 The Seller may suspend deliveries if the Buyer fails to make payment.

6.6 Complaints or other claims do not release the Buyer from the obligation to pay for delivered Products.

7. RETENTION OF TITLE

7.1 Ownership of the Products remains with the Seller until full payment has been received.

7.2 Until payment is made, the Buyer shall store and insure the Products at its own cost and risk.

7.3 If the Buyer fails to make payment or becomes insolvent, the Seller may repossess the Products.

8. RETURNS

8.1 Returns not related to defects require the Seller's prior written consent.

8.2 Return requests must be submitted within 3 days of delivery.

8.3 Returned Products must be unused and in original packaging.

8.4 The Seller may charge handling costs up to 10% of the Product value.

9. COMPLAINTS

- 9.1** Complaints regarding quantity or quality must be submitted within 3 days of delivery.
- 9.2** Complaints must follow the procedure published at www.eurovent.pl.
- 9.3** The Seller will review complaints within 14 days, unless additional verification is required.
- 9.4** The Seller's liability is limited to the value of the complained Products.
- 9.5** The Seller shall not be liable for indirect damages or loss of profits.

10. INTELLECTUAL PROPERTY

All technical documentation, drawings, marketing materials and other intellectual property provided by the Seller remain the Seller's property and may not be copied or disclosed without the Seller's written consent.

11. FORCE MAJEURE

The Seller shall not be liable for failure or delay in performance caused by events beyond its control, including but not limited to natural disasters, war, strikes, supply disruptions, administrative decisions, epidemics or pandemics.

12. GOVERNING LAW AND JURISDICTION

- 12.1** These GTC shall be governed by the laws of Poland.
- 12.2** Any disputes shall be resolved by the courts having jurisdiction over the Seller's registered office.
- 12.3** The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

13. PERSONAL DATA

Personal data provided by the Buyer shall be processed by the Seller in accordance with applicable data protection laws, including the GDPR, for the purposes of performing the Agreement, fulfilling legal obligations and pursuing legitimate business interests.

14. FINAL PROVISIONS

- 14.1** The Parties shall keep confidential any commercial, technical or financial information obtained in connection with the Agreement.
- 14.2** If any provision of these GTC is found invalid, the remaining provisions shall remain in force.
- 14.3** The Seller reserves the right to amend these GTC. Amendments shall not affect Agreements already concluded.

LANGUAGE VERSION

This English version of the General Terms and Conditions of Sale is provided for convenience only. In the event of any discrepancy between the English version and the Polish version, the Polish version shall prevail and shall be legally binding.