

## GENERAL TERMS OF SALE B2B EFFECTIVE FROM JANUARY 1, 2025

### Preamble

- I. *The purpose of these General Terms and Conditions of Sale is to define the rules under which the sale and/or delivery of Products offered for sale by PROJEKT – AUTOMATYKA I ELEKTROTECHNIKA SP. Z O.O., headquartered in Opole (registered office and correspondence address: ul. Wspólna 3B, 45-837 Opole, Poland), will be carried out for buyers conducting business activities. The company is registered in the Register of Entrepreneurs of the National Court Register, maintained by the District Court in Opole, 8th Commercial Division of the National Court Register, under KRS number: 0000044843, REGON: 531596266, NIP: 7542625852, with share capital amounting to PLN 220,000.00. E-mail address: sales@projekt.com.pl; phone number: +48 (0)77 451 54 50.*
- II. *Unless stipulated otherwise in the GTCS, the GTCS provisions are directly applicable to Quotations, Offers and Sales Agreements and bind the Parties entirely in the following scope.*
- III. *No general terms and conditions of the Client/Service Recipient or other commercial terms may be applied to relations based on the Quotation, Offer and the Sales Agreement, unless the Seller/Service Provider gives separate written consent. For the avoidance of doubt, such consent will not result from the fact that the Seller/Service Provider has not responded to such documents received from the Client/Service Recipient.*
- IV. *The GTCS constitute an integral part of the Quotation, Offer and the Sale Agreement. If the GTCS have not been included or attached to the Quotation or Offer, then the Client/Service Recipient is bound with the content of GTCS in the wording in force in the version published on the website: <https://projekt.com.pl/en/GTCS/> on the date of submission of the Quotation or Offer by the Seller.*
- V. *The Client/Service Recipient's confirmation of acceptance of the Offer or the conclusion of a Sales Agreement in any form, following the receipt of a Quotation, signifies the Client/Service Recipient's acceptance of the GTCS. In the event of any inconsistency between the provisions of the GTCS and the content of the Quotation or Offer, the terms of the Quotation or Offer shall prevail.*

### 1. GENERAL PROVISIONS

- 1.1. The GTCS are addressed exclusively to individuals conducting business activities (entrepreneurs) as defined by the provisions of the Act of March 6, 2018 – the Entrepreneurs' Law. The GTCS do not apply to a natural person entering into a Sales Agreement directly related to their business activity if the content of the Sales Agreement indicates that it is not of a professional nature for them, as determined in particular by the scope of their business activity made available under the provisions on the Central Register and Information on Economic Activity (CEIDG)
- 1.2. Definitions:
  - 1.2.1. **Sales Channels** – sales channels available within the GTCS, i.e. E-mail and the direct conclusion (in person) of Sales Agreement at the Point of Sale;
  - 1.2.2. **Client** – (1) natural person with full capacity to perform acts in law, also, on the terms set forth in generally applicable legal provisions, natural person with limited capacity to perform acts in law; (2) legal person; or (3) an organizational unit without legal personality, which the competent law grants legal capacity, running a business activity, who has concluded or intends to conclude a Sales Agreement with the Seller via E-mail or in person at the Point of Sale;
  - 1.2.3. **Civil Code** – The Act of April 23, 1964 – Civil Code;

- 1.2.4. **E-mail** – e-mail address: sales@projekt.com.pl or other e-mail address with the domain: @projekt.com.pl, @el-city.pl or @24volt.pl, through which the Client has an option to submit an Inquiry;
- 1.2.5. **Offer** – the Seller’s offer, according to the provisions of the Civil Code, submitted to the Client by the Seller, on the terms and conditions specified in the GTCS;
- 1.2.6. **GTCS** – these General Terms and Conditions of Sale;
- 1.2.7. **Product** – a movable item available from the Seller, which is the subject of the Sales Agreement between the Client and the Seller; Products are brand new, free from physical and legal defects; if explicitly stated in the name and/or description of the Product, it may be a Secondary Market Product;
- 1.2.8. **Secondary Market Product** – New old stock (NOS) or Refurbished product or Used product:
  - 1.2.8.1. **New old stock (NOS)** – a Secondary Market Product that has not been used but may not be covered by the manufacturer's warranty and may not have its original packaging, thus showing signs of storage,
  - 1.2.8.2. **Refurbished product** – a Secondary Market Product that has been used and refurbished to restore its functionality to a condition similar to that of a new Product. Such a Product may have signs of use.
  - 1.2.8.3. **Used product** – Secondary Market Product that has been used and has not been refurbished, meaning its full condition is unknown. Such a Product will have signs of use.
- 1.2.9. **Point of Sale** – the Seller’s premises located in Opole, at ul. J.Cygana 1C, in which the Client can submit an Inquiry, receive a Quotation, Offer, conclude a Sales Agreement, and have it executed;
- 1.2.10. **Seller, Service Provider** – PROJEKT – AUTOMATYKA I ELEKTROTECHNIKA SP. Z O.O., headquartered in Opole (registered office and correspondence address: ul. Wspólna 3B, 45-837 Opole, Poland), Register of Entrepreneurs of the National Court Register, maintained by the District Court in Opole, 8th Commercial Division of the National Court Register, under KRS number: 0000044843, REGON: 531596266, NIP: 7542625852; e-mail: sales@projekt.com.pl; telephone number: +48 (0)77 451 54 50;
- 1.2.11. **Parties** – the Seller and the Client jointly;
- 1.2.12. **Sales Agreement** – a sales agreement for a Product entered into or concluded between the Client and the Seller based on the GTCS;
- 1.2.13. **Online Service** – a service provided electronically by the Service Provider to the Service Recipient via Email, based on which an Inquiry and/or Quotation and/or Offer and/or Sales Agreement is submitted and/or executed;
- 1.2.14. **Service Recipient** – (1) natural person with full capacity to perform acts in law, also, on the terms set forth in generally applicable provisions, natural person with limited capacity to perform acts in law; (2) legal person; or (3) an organizational unit without legal personality, which the competent law grants legal capacity, running a business activity and using or intending to use the Online Service;
- 1.2.15. **Quotation** – the estimated cost of sale or delivery of Products prepared by the Seller for the Client at the prices at the time of preparation, constituting an invitation to enter into negotiations in order to conclude a Sales Agreement; the Quotation does not constitute an Offer;
- 1.2.16. **Inquiry** – an Inquiry for Products submitted by the Client.

## 2. IMPLEMENTATION OF ONLINE SERVICES

- 2.1. The use of the Online Service starts with the moment of sending an Inquiry to the Seller by the Client via E-mail.
- 2.2. The submission of the Inquiry follows after sending the Inquiry via E-mail.
- 2.3. The Online Service is provided free of charge and is of a one-time nature and terminates with the moment of submitting the Inquiry and/or the Quotation, and/or the Offer, and/or concluding the Sales Agreement.
- 2.4. Technical Requirements required to be compatible with the IT system used by the Service Provider: (1) computer, laptop, or other multimedia device with access to the Internet; (2) access to electronic mail; (3) correctly configured browser in accordance with Microsoft Internet Explorer standards in version not lower than 5.5, or Opera in versions 7.x and higher, or Firefox in version 1.x., Chrome; (4) minimum screen resolution [800 x 600]; (5) the Service Recipient's computer must have the cookies acceptance option enabled, an active JavaScript interpreter, and a flash plug-in installed.
- 2.5. The Service Recipient is obliged to use Mail in a manner consistent with the law and business ethics with respect for the personal (individual) rights, copyrights and intellectual property of the Service Provider and third parties. The Service Recipient is obliged to enter data consistent with the factual state. The Service Recipient is prohibited from providing unlawful content.
- 2.6. Complaint procedure:
  - 2.6.1. Complaints regarding Online Service provided by the Service Provider (with consideration of Section 6 of the GTCS) can be reported and submitted by the Service Recipient in the following ways:
    - 2.6.1.1. in writing at the address of the Service Provider's registered seat;
    - 2.6.1.2. in electronic form via email to the address: reklamacje@projekt.com.pl.
  - 2.6.2. It is recommended for the Service Recipient to provide in the description of the complaint the following particulars: (1) information and circumstances concerning subject of the complaint, in particular the nature and date of the occurrence of defect; (2) the Service Recipient's demand; (3) contact details of the complainant.
  - 2.6.3. The Service Provider shall respond to the complaint of the Service Recipient and notify on the manner of reviewing the complaint in writing or via e-mail at the address from which the complaint was sent.

### **3. ENTERING INTO SALES AGREEMENTS**

- 3.1. A Sales Agreement between the Client and the Seller is concluded after the Client submits an Inquiry via Email or in person at the Point of Sale. The Inquiry must include the following information: the Client's company / business name; the Client's tax identification number; email address; contact phone number; type of Product(s); quantity of Product(s).
- 3.2. After submitting the Inquiry, the Client is informed – via the Sales Channel within which they submitted the Inquiry (unless the Parties agreed otherwise) – about the price of particular Products, given in Polish zlotys or Euros. The prices include taxes. The Client is also informed of the total price, including taxes, of the Product being subject of the Inquiry, as well as delivery costs (including charges for transport and postal services) and other costs, and when it is impossible to determine the amount of these fees – about the obligation to pay for them. The Seller provides the above information in the form of a Quotation or Offer.
- 3.3. In the Offer, the Seller specifies the validity period of the Quotation.

- 3.4. A Sales Agreement between the Client and the Seller is concluded when the Seller receives, within the validity period of the Offer specified in point 3.3 above, the Client's confirmation of acceptance of the Offer without any modifications.
- 3.5. If the Seller provides the Client with a Quotation in response to an Inquiry, the Sales Agreement is not concluded in the manner described in point 3.4 above. A Sales Agreement may only be concluded after the Seller and the Client finalize all essential elements of the Sales Agreement and explicitly confirm the conclusion of the Sales Agreement by both Parties (in particular, by entering into a written Sales Agreement or by the Client placing an order and the Seller confirming the acceptance of the order for execution). The terms of the Sales Agreement may differ from the terms specified in the Quotation, which is preliminary in nature. The Quotation may be modified after being provided to the Client, especially if market prices for Products increase or if there are difficulties in the availability of Products.
- 3.6. The Client is entitled to amend the terms of the Sales Agreement, including changes to the type and quantity of Products specified in the Inquiry, only with the explicit consent of the Seller.
  - 3.6.1. Amendments to the Sales Agreement, as mentioned above, are made following agreements reached between the Parties via email or in person (to be confirmed in writing).
  - 3.6.2. Amendments to the Sales Agreement, as mentioned above, are not possible after issuing a VAT invoice or transferring the Product(s) for shipping.
- 3.7. The Client is entitled to enter into Sales Agreements exclusively for the purposes of conducting their business activities.
- 3.8. The Seller has the right to withdraw (in whole or in part) from the Sales Agreement within 14 days of its conclusion. Withdrawal from the Sales Agreement in this case may occur without stating a reason and does not give rise to any claims from the Client against the Seller. The Seller is also entitled to withdraw (in whole or in part) from the Sales Agreement if the manufacturer of the Product refuses to fulfill the Sales Agreement (in whole or in part). In such a case, the Seller is entitled to withdraw from the Sales Agreement (in whole or in part) within 14 days of receiving information from the manufacturer. Withdrawal from the Sales Agreement in this case also does not give rise to any claims from the Client against the Seller.
- 3.9. If the Client fails to pay due amounts to the Seller, the Seller is entitled to:
  - 3.9.1. suspend: (i) the preparation of Quotations and Offers, (ii) the conclusion of Sales Agreements or (iii) the execution of Sales Agreements until the Client pays the amount owed in full, including interestor
  - 3.9.2. withdraw from any Sales Agreement (in whole or in part) within 60 days of the due date of the amounts.
- 3.10. The Seller reserves the right to change the price indicated in the Sales Agreement if the manufacturer of the Product changes the catalog price of the Product during the execution of the Sales Agreement. The Seller will notify the Client of such a change via the Sales Channel through which the Sales Agreement was concluded or via the e-mail address provided by the Client in the Inquiry. Upon such notification, the new price for the ordered Product becomes binding on the Client.
- 3.11. The Quotation provided to the Client by the Seller does not constitute an offer as defined by Article 66 of the Polish Civil Code but is merely an invitation to negotiate a contract.

- 3.12. The Quotation is preliminary and aims to allow the Client to estimate the potential cost of an order.
- 3.13. Execution of the subject of the Quotation can only begin after concluding a written contract or order containing the essential elements of this contract.
- 3.14. The Seller exercises the utmost diligence when preparing Quotations. Nevertheless, due to extraordinary market conditions for raw materials and components caused by pandemics or warfare, the prices of raw materials and components may change rapidly, affecting the Quotation. If the prices of any raw materials or components essential for fulfilling the subject of this Quotation increase by at least 5%, the Quotation will be recalculated accordingly, reflecting the change in the purchase prices of such raw materials or components. This also applies to the remuneration due to the Seller if such price changes occur after concluding an agreement based on the Quotation.
- 3.15. Due to global supply challenges and disrupted supply chains, all agreed delivery and/or order execution deadlines related to the Quotation are non-binding and indicative. The Seller makes every effort to inform the Client reliably about the estimated delivery time. However, the Seller is not liable for changes or delays in delivery deadlines. The specified completion date cannot serve as the basis for any financial or other claims related to order execution.
- 3.16. The Seller does not enter into agreements with entities subject to any national, EU, or international sanctions applicable within Poland. An entity subject to such sanctions, as mentioned above, cannot conclude an agreement with the Seller. By placing an Order with the Seller, the Client represents that they are not subject to any national, EU, or international sanctions applicable within Poland. The Client must immediately notify the Seller if they discover they have breached the guarantees specified in this point or learn that they can no longer comply with them. In the event the Client breaches any of the guarantees specified in this point or can no longer comply with them, the Seller is entitled to terminate the agreement with immediate effect and refrain from fulfilling their obligations under the agreement without any consequences for the Seller. The Client shall also indemnify the Seller against any damages incurred by the Seller as a result of the Client's breach of the guarantees specified in this point.

#### **4. PAYMENTS**

- 4.1. Payment under the Sales Agreement shall be made by bank transfer to the Seller's bank account indicated in the Quotation or Offer or by "Cash On Delivery" prior to the release of the Product to the Client. In the case of the execution of the Sales Agreement through the Point of Sale, the payment takes place at the Point of Sale in cash or with a payment card (unless the Seller decides otherwise).
- 4.2. In the case of some types of Product range, especially large-size and/or heavy-duty Products, and/or Products made to individual order, the Seller reserves the right to limit the payment method by excluding the "Cash On Delivery" payment option.
- 4.3. The Seller has the right to limit the available payment methods, including requiring prepayment in whole or in part, regardless of the payment method chosen by the Client and the fact of concluding the Sales Agreement.
- 4.4. Sales Agreements with a value exceeding PLN 500.00 (in words: five hundred zlotys) net and a Sales Agreements with a place of delivery outside of Poland will be carried out by the Seller only after making a prepayment in full, unless the Parties decide otherwise in writing.

- 4.5. In the case of payment by bank transfer to the Seller's bank account, the Client is obliged to make the payment within the deadline specified on the invoice or the Sales Agreement.
- 4.6. In the case of payment "Cash On Delivery" when collecting the shipment, the Client is obliged to make a payment when collecting the shipment.
- 4.7. The Seller is entitled to credit the amounts due paid by the Client towards the oldest outstanding debt (regardless of the legal basis of this debt), taking into account the incidental obligations arising from this debt.

## **5. DELIVERY**

- 5.1. Delivery of the Product to the Client is chargeable, unless the Sales Agreement stipulates otherwise. Available delivery costs of the Product (including charges for transport, delivery and postal services) are determined in the Quotation or Offer.
- 5.2. The Seller shall make available to the Client the following methods of delivery of the Product: (1) courier parcel, (2) "Cash On Delivery" courier parcel.
- 5.3. The Client has also the right to pick up the Product in person at the Point of Sale, from 7.30 to 15.30.
- 5.4. The Product may also be released to the Client, with consent of the Seller, in the place indicated by the Client, by a sales representative (or other employee or associate) of the Seller.
- 5.5. The parcel is delivered in accordance with the date specified in the Quotation or Offer. This is an approximate delivery time, which consists in particular of: making up the Order or the Product, payment method, issuing a sales document. The time of delivery is also affected by, in particular: the place of delivery and the method of delivery chosen by the Client. The Seller is not liable for delays in delivery caused by untimely or incorrect delivery by the Seller's suppliers. The Client is not entitled to any compensation claims due to exceeding the Order delivery time.
- 5.6. The commencement of the delivery term of the Product to the Client counts as follows:
  - 5.6.1. if the Client chooses the method of payment by bank transfer to the Seller's bank account – from the date of crediting the Seller's settlement account;
  - 5.6.2. if the Client chooses the payment method "Cash On Delivery" – from the day of concluding the Sales Agreement.
- 5.7. In the event of a change to the delivery or collection date of the Product at the Client's request, or in the case of the Client's culpable breach of cooperation obligations regarding the collection of the Product, resulting in the inability to deliver the Product, the risk of accidental loss or damage to the Product passes to the Client on the originally agreed date of delivery or collection of the Product, as applicable. The Product will be stored by the Seller or an entity selected by the Seller at the Client's expense and risk. In such a situation, the Sales Agreement shall be deemed fulfilled, and the Client shall be obligated to pay the agreed price in accordance with the Sales Agreement. The Seller is required to provide the Client with documents enabling the collection of the Product; however, the Seller may withhold these documents until full payment for the Product has been made. The Seller is entitled to claim compensation for any damages incurred in this regard.
- 5.8. The Client is obligated to collect the ordered Product, even if it has minor defects that do not interfere with its functionality. This applies in particular to Products manufactured or imported into the European Economic Area at the Client's request.

## **6. LIABILITY**

- 6.1. Upon the personal release of the Product by the Seller (or by the persons referred to in point 5.4. above) to the Client at the Point of Sale, all the benefits and burdens related to the Product as well as risk of accidental loss or damage to the Product shall be transferred to the Client, taking into account item 6.2. and item 6.3. below.
- 6.2. Upon the personal release of the Product by the Seller to the carrier, all the benefits and burdens related to the Product as well as risk of accidental loss or damage to the Product shall be transferred to the Client. In such a case, the Seller shall not be liable for any loss or damage to the Product arising from its acceptance for transport until it is delivered to the Client and for delay in transporting the shipment.
- 6.3. In the event of sending the Product to the Client via the carrier, the Client is obliged to inspect the parcel in time and in the manner accepted for such shipments. If the Client determines that during the transport there was a loss or damage to the Product, they are obliged to perform all actions necessary to determine the liability of the carrier.
- 6.4. Pursuant to art. 558 § 1 of the Civil Code, the Seller's liability under the warranty ("rekojmia") for the Product against the Client is excluded, taking into account item 6.5. below.
- 6.5. The Client is obliged within 5 days from the date of delivery / release of the Products to notify the Seller about any non-compliance in terms of the quantity of delivered / released Products to the following email address: reklamacje@projekt.com.pl. After this date, the Parties agree that the Client has received the Products in the quantities agreed. After the Seller receives the notification referred to above, the Seller will inform the Client about the method of processing this notification.
- 6.6. Any differences in the appearance (visualization) of the Products on the photographs (pictures, graphics, etc.) placed on websites, information brochures, etc., and their actual appearance, cannot constitute the grounds for any claims of the Client towards the Seller.
- 6.7. The liability of the Service Provider/Seller in relation to the Service Recipient/Client, regardless of its legal basis, is limited – both as part of a single claim as well as for all claims in total – up to the price paid and delivery costs under the Sales Agreement, but not more than up to PLN 5,000.00 (in words: five thousand zlotys). The Service Provider/Seller is liable towards the Client/Service Recipient only for intentional fault and severe negligence and is not liable for lost profits in relation to the Service Recipient/Client.

## **7. GUARANTEE**

- 7.1. The Seller does not provide any guarantee for the Products. Guarantees may be granted by the manufacturers of the Products or their authorized representatives in Poland. The detailed terms of the guarantee are specified in the guarantee document issued by the guarantor.
- 7.2. The guarantee terms provided by the manufacturers of the Products or their authorized representatives in Poland are not uniform for all Products in the Seller's assortment.
- 7.3. For Secondary Market Products, the Seller provides a 12-month guarantee ("gwarancja") unless stated otherwise in the Offer or Quotation.
- 7.4. Unless explicitly guaranteed otherwise by the Seller in the Offer or Quotation, Secondary Market Products are sold "as is," which specifically means:
  - 7.4.1. Secondary Market Products may have older date codes or belong to an older series than those directly available from the manufacturers or their authorized representatives.
  - 7.4.2. The production date of a Secondary Market Product may be unknown.
  - 7.4.3. The Seller does not guarantee any characteristics of Secondary Market Products other than those specified in the Offer or Quotation.

- 7.4.4. The Seller does not guarantee that Secondary Market Products will have installed firmware or that any installed firmware will meet specific application requirements.
- 7.4.5. The Seller does not guarantee the Client's ability or right to download or otherwise obtain firmware for Secondary Market Products from the manufacturer, distributors, or any other source. The Seller also makes no representations regarding the Client's right to install such firmware.
- 7.4.6. The Seller is not responsible for the production or repair of Secondary Market Products and makes no assurances that these Products are covered under the manufacturer's guarantee.
- 7.4.7. The Seller does not guarantee that Secondary Market Products and their software will meet the Client's requirements or that the use of these Products and their software will be uninterrupted, secure, or error-free. The Seller makes no representations or warranties that Secondary Market Products, their software, or related services will be free of vulnerabilities, defects, viruses, interruptions, hacking incidents, or other security or cyber threats, and disclaims all liability in this regard.
- 7.4.8. Due to the lack of reliable transaction history records, the Seller cannot fully ascertain the history of a secondary market Product's trade.
- 7.5. The Client acknowledges and accepts the information and limitations described in item 7.4 and agrees to access and use Secondary Market Products and their software at their discretion and risk. The Client bears sole responsibility for any damage to their systems or assets or losses resulting from such access or use.
- 7.6. If the manufacturer's guarantee card is not delivered (issued) together with the Product and/or VAT invoice, it is assumed that the manufacturer did not issue a guarantee card for that Product.
- 7.7. If the Quotation or Offer includes elements other than the Product, as defined in item 1.2.7.-1.2.8. of these Terms and Conditions (e.g., service provision, application development, etc.), the Seller may provide a guarantee for these additional elements under the terms described in the Quotation or Offer.
- 7.8. All trademarks, logos, copyrights, database rights, and other rights protected as industrial or intellectual property rights ("Intellectual Property Rights") are and remain the property of the manufacturers. Written consent from the respective manufacturers is required to use any trademarks or other Intellectual Property Rights. The Seller disclaims liability for any infringement of Intellectual Property Rights arising from the Client exporting Products from the country where they were delivered under the Sales Agreement, as the Seller cannot guarantee that all Intellectual Property Rights are protected in the country to which the Products are exported.

## **8. PERSONAL DATA**

- 8.1. The controller of personal data of the Client/Service Recipient or the person/entity represented by the Client/Service Recipient is the Seller/Service Provider.
- 8.2. Personal data of the Client/Service Recipient or the person/entity represented by the Client/Service Recipient is processed for the following purposes:
  - 8.2.1. Executing the Sales Agreement, including providing Online Services, and also undertaking any actions towards concluding the Sales Agreement [Art.6 (1)(b) of GDPR], and if the person who is subject of personal data is not the Client/Service Recipient but represents the Client/Service Recipient, then personal data of this person is processed for the purpose of conducting by the Seller/Service Provider their legitimate interests, i.e. executing the Sales Agreement between the Client/Service Recipient and the Seller, or undertaking any actions towards concluding the Sales Agreement [Art.6 (1)(f) of GDPR],



- 8.2.2. reviewing the Client's/Service Recipients complaints related to the execution of the Sales Agreement [art. 6 (1) (b) and (f) of GDPR],
- 8.2.3. communicating with the Client/Service Recipient or the person/entity represented by the Client/Service Recipient within the scope of purposes referred to above, or in other case of the Seller's legitimate interests related to the necessity to contact the Client/Service Recipient or the person/entity represented by the Client/Service Recipient [Art.6 (1)(b) (f) of GDPR],
- 8.2.4. conducting by the Seller its legitimate interests, including record (archiving) purposes, the protection against any potential claims or the entitlement to pursue potential claims, purposes of direct marketing of the Seller, and also for payment service [Art.6 (1)(f) of GDPR],
- 8.2.5. sending via e-mail information about promotions and new products appearing at the Seller/Service Provider, if the Client/Service Recipient or the person represented by the Client/Service Recipient expressed and granted consent [Art.6 (1)(a) of GDPR].
- 8.3. Additionally, the Seller/Service Provider may process personal data of the Client/Service Recipient for accounting and taxation purposes in compliance with applicable law.
- 8.4. Except in cases where providing personal data is an obligation arising from law, providing personal data is voluntary.
- 8.5. The following personal data of the Client/Service Recipient is formally required for the effective submission of the Inquiry: business name; Tax Identification Number; e-mail address; contact telephone number. Failure to provide the personal data results in the inability to submit the Inquiry and receive the Quotation or Offer by the Client/Service Recipient.
- 8.6. In order to issue an invoice by the Seller/Service Provider, the following personal data of the Client/Service Recipient is formally required as specified in art. 106e of the Law on tax on goods and services dated March 11, 2004: names and surnames or business name of the taxpayer and the purchaser of goods or services and their addresses, as well as the number under which the taxpayer is identified for tax purposes. Failure to provide this personal data results in the inability to effectively issue of the invoice.
- 8.7. The Seller/Service Provider outsources particular services to its service providers (hereinafter referred to as data recipients). Therefore, personal data of the Client/Service Recipient or its representative may be disclosed to third parties (service providers) to fulfil contractual obligations within the scope of service provided by the data recipient. This applies to entities providing postal, courier, IT, hosting, legal or accounting services to the Seller. Also, data can be disclosed to entities providing payment service (including banking services).
- 8.8. Retention period of the storage of your personal data depends on the purpose of data processing. If personal data is processed in connection with the performance of the agreement, data will be retained only as long as it is needed for the duration of the agreement with the Seller/Service Provider, as well as until the limitation period for potential claims under this Agreement shall expire, no longer than for 10 years, unless other reason for processing occurs.
- 8.9. Personal data may be retained for archiving purposes (including the obligation of accountability), but not longer than for 10 years, unless other reason for processing occurs. Law may oblige the Seller/Service Provider to retain personal data for a specified period of time, e.g. for accounting purposes.
- 8.10. Personal data processed in accordance to consent of the Client/Service Recipient shall be retained by the time of withdrawal of this consent, and after such withdrawal by the expiry of the limitation period for any potential claims. Personal data processed for

purposes arising from the legitimate interests of the Seller/Service Provider will be processed for as long as these legitimate interests exist, unless the data subject objects to such processing beforehand. If the objection pertains to direct marketing, the Seller/Service Provider will cease such processing.

- 8.11. The Client/Service Recipient or the person acting on behalf of the Client/Service Recipient has the right to require access to their personal data, to request their rectification, removal or restriction of processing as well as the right to transmit data to another administrator.
- 8.12. The Client/Service Recipient has the right to withdraw consent to their personal data processing at any time without impact to data processing activities that have taken place before such withdrawal.
- 8.13. Additionally, the Client/Service Recipient or the person acting on behalf of the Client/Service Recipient has the right to object that their personal data shall be subject to a processing pursuant to Art.6 (1)(f) of GDPR, i.e. data processing required for the purposes arising from pursuing Company's legitimate interests.
- 8.14. The Client/Service Recipient or the person acting on behalf of the Client/Service Recipient has the right to object that their personal data shall be subject to a processing for the purpose of direct marketing.
- 8.15. The rights referred to above can be exercised by the Client/Service Recipient by submitting them at the address provided above or by e-mail:: rodo@projekt.com.pl.
- 8.16. The Seller/Service Provider also informs that the Client/Service Recipient or a person acting on behalf of the Client/Service Recipient has the right to lodge a complaint with the supervisory authority.

## **9. FINAL PROVISIONS**

- 9.1. Sales Agreements are concluded in Polish language.
- 9.2. In the event that any of the provisions of the GTCS is or becomes invalid or ineffective, it does not affect the validity or effectiveness of the remaining provisions of the GTCS. In this case, the Parties shall be obliged to replace ineffective or invalid provisions of the GTCS with provisions that in their content will best meet the intended purposes of the GTCS.
- 9.3. The Seller has the right to make changes to these GTCS. Such amendments will not affect Quotations and Offers already made or Sales Agreements that have been concluded, are being executed, or have been performed.
- 9.4. In matters not covered by these GTCS, the provisions of the Polish Civil Code shall apply.
- 9.5. Provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply to the Sales Agreement.
- 9.6. All disputes arising in connection with the conclusion of the Sales Agreement between the Seller/Service Provider and the Client/Service Recipient will be considered by the court competent for the seat of the Seller/Service Provider.
- 9.7. No general terms (e.g., sales, delivery, or purchase terms) of the Client or other commercial conditions may be applied to the relationship based on the Quotation or Offer presented to the Client, unless Projekt – Automatyka i Elektrotechnika sp. z o.o. expressly agrees in writing to the application of the Client's specific general terms to the relationship based on the Quotation. For the avoidance of doubt, such consent will not be implied by the fact that Projekt – Automatyka i Elektrotechnika sp. z o.o. has not responded to such documents received from the Client or has accepted them for the purposes of executing another order

(including an offer) as part of previous cooperation with the Client. In any case, the Quotation or Offer takes precedence over the provisions of such Client's general terms.

9.8. The GTCS was drawn up in two language versions – Polish and English. In the event of any doubts as to the interpretation, the Polish language version of the GTCS shall apply.

9.9. This version of GTCS enter into force for the Offers submitted from the date of **January 1, 2025**.