

Valid from 02.08.2021.

## 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sales, Delivery and Payment (hereinafter referred to as "GTC") apply to contracts for the sale, supply, and respectively to the contract for the supply of services, relating to goods, meaning also components and entire solutions, or services covered by the activities of BSPL (hereinafter the "Products"), entered into by the Company named BSPL 1 Spółka z ograniczoną odpowiedzialnością (*a limited liability company*) based in Skawina, at str. Pileckiego 8, 32-050 Skawina, Poland, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Cracow, the XI. Commercial Department of the National Court Register (KRS) under the number: 0000472657; with share capital: PLN 1,337,000.00 (hereinafter "BSPL") with counterparties (hereinafter referred to as the "Buyer" or "Buyers"), which are Polish or foreign entities, with the exception of contracts concluded with consumers. Each Agreement signed with the Buyer by BSPL, to which these GTC pertain, shall hereinafter be called the "Contract".
- 1.2. The GTC are an integral part of every commercial order and every Contract, and are binding both for BSPL and Buyer. The provisions of the general conditions of the Buyer, inconsistent with the provisions of these GTC, do not apply to Contracts concluded with BSPL, even if BSPL does not report a clear objection in this regard. Terms and conditions used by the Buyer shall apply in their relations with BSPL only when BSPL agrees in writing to be valid. In case of a lack of Contract or other agreements between the Parties, these GTC shall constitute the whole legal relationship concluded between the Parties.
- 1.3. In case of conflict the provisions of GTC with the provisions set out by the Parties in the form of a written agreement (contract), binding on the Parties in this regard will be the provisions of the Contract.
- 1.4. These GTC are widely available on the website [www.bspl.pl](http://www.bspl.pl) about what the Buyer is informed before the conclusion of the Contract. The Buyer concluding a Contract with BSPL confirms that GTC has been made available to him; he knows the contents and agrees to their use as an integral part of every contract of sale, delivery or provision of services.
- 1.5. If the Buyer remains in the permanent trade relations with BSPL, acceptance of the GTC for the first order or first Contract is considered to be their acceptance for all subsequent transactions.
- 1.6. A Buyer who is a natural person conducting business activities, to whom the subject of the Contract is directly related to his/her business or professional activities, confirms, by accepting these GTC, that the transaction conducted as part of the Contract is of a professional nature to him/her.

## 2. CONCLUSION OF THE AGREEMENT (CONTRACT)

- 2.1. The Buyer submits his order to BSPL electronically via e-mail, by fax or registered mail (hereinafter the "Order").
- 2.2. Advertisements, price lists and other commercial information of BSPL, as well as any other BSPL statements made or issued before placing the Order submitted by the Buyer and its confirmation by BSPL, are for informational purposes only and are only an invitation to enter into negotiations in order to conclude the contract in the period of their validity. In particular, the trade (commercial) offer sent by BSPL is only a response to an inquiry sent by the Buyer and presents an assortment of Products that are the subject of inquiry.
- 2.3. The Order should include at least the name, address, fax number, mailbox address for e-mails and data concerning the Buyer, quantity and specification of the Products ordered and the expected date, place and terms of their delivery.
- 2.4. Entering into a Contract is done upon receipt by the Buyer from BSPL of a confirmation of submitted Order by mail, fax or registered mail, and if there is a requirement to pay an advance payment by the Buyer or requirement to hedge the transaction - after confirmation by BSPL of the receipt of the Order and after receipt of advance payment made by the Buyer or after establishing a collateral. Despite the lack of confirmation of receipt, the Order is, however, in each case considered as received when BSPL started to proceed to execute this Order. Submission of the Order by the Buyer does not involve BSPL in the absence of its confirmation and absence of preceding its implementation.
- 2.5. The BSPL disclaimer to the terms and conditions of submitted Order, reported in the confirmation, shall be binding for the Buyer, unless he raises their comments within forty-eight (48) hours. The comments, considerations and disclaimer of the Buyer shall be binding for BSPL only with their confirmation made by BSPL in writing.
- 2.6. This above mentioned procedure to conclude Contracts is appropriate to additions and changes to the Contract between the Parties. In particular, a request from the Buyer to make changes in ordered Products is considered placing a new order, which shall be confirmed by BSPL.
- 2.7. The information contained in catalogues, brochures, advertisements, illustrations and price lists do not define the properties of the Products, unless the data will be clearly reflected in their official specification. Information on the properties, durability and other data concerning the Products are the only guarantee when they have been agreed in writing and identified as "warranty". The data relating to the Products, their specifications, installation, assembly, first activation and applications are based on the operation and experience of BSPL and its partners and are forwarded to the Buyer according to the best of its knowledge, subject to the power to change and further development or modifications, but without the creation of any liability to the Buyer in this respect. Granting such information to the Buyer shall not relieve him of the obligation to check and verify the Products for their application for its own use, nor makes the circumstance in which BSPL takes and includes responsibility for installation of the Products or their use by the Buyer.

- 2.8. BSPL reserves the right to make changes in construction, technical and design changes in the offered Products, whenever such changes do not affect the function and purpose of these Products, or they serve a purpose of technical progress or are necessary due to other circumstances or they are beneficial to the Buyer.

### 3. PRICES

- 3.1. BSPL prices are net prices to be increased by a tax on goods and services (VAT) or other taxes, fees and public liabilities applicable under the laws, at the rate(s) or in the amount(s) applicable on the date of the VAT invoice.
- 3.2. The final price of the Products is determined by individual negotiation in the contract or in the confirmation of the Order. In case of doubt, shall be applicable the price of the Product specified in the BSPL commercial offer addressed to the Buyer being in force at the date of confirmation of the Order.
- 3.3. The Products prices include BSPL standard packaging and are stated based on delivery ex BSPL warehouse. Prices do not include the cost of delivery to the Buyer. Any additional costs, including custom (non-standard) packaging, handling, customs duty, agreed installation, insurance, other fees and taxes applicable at the time the Order execution will be charged to the Buyer and shall be fixed in the course of submitting the Orders.
- 3.4. Any discounts granted by BSPL require individual arrangements in writing.
- 3.5. Product prices shown in foreign currencies can be converted into Polish zlotys (PLN) at the average exchange rate of foreign currency fixed by the National Bank of Poland (NBP) being in force on the day preceding the date of invoice.
- 3.6. BSPL may require the Buyer to pay the down payment (advance payment) or to establish security (collateral) in the form approved by the BSPL, which, subject to clause 2.4. second sentence, will be a condition of acceptance of the particular Order. If the Buyer fails to pay within the required payment within the required period, or fails to set up a security (collateral), it does not create any obligation at the BSPL part. BSPL will maintain, however, a right to claim for damages, including compensation for any costs related to the Order incurred to date.

### 4. PAYMENT

- 4.1. Payment for the Products shall take place within the period and under the conditions specified in the agreement (contract), and in the absence of contractual arrangements - on a VAT invoice. If the parties have not agreed otherwise, the payment shall be executed by bank transfer (wire transfer) within thirty (30) days from the date of the VAT invoice.
- 4.2. The Buyer authorizes BSPL to issue VAT invoices without his signature.
- 4.3. The payment date is considered the date of crediting the BSPL bank account.
- 4.4. In the event of the Buyer's default in the payment deadline, BSPL is authorized to charge interest amounting to twice the statutory interest for late payment applicable in Poland, but not higher than maximum interest, and in addition, without prior request for payment of arrears:
- To withdraw (cancel) all sorts of privileges granted to the Buyer (discounts, deferred payment),
  - To suspend the execution of the other confirmed Orders until the settlement of arrears in full is done,
  - To request to establish security (collateral) or prepay the full amount towards the price of the ordered Products,
  - In case of delay in payment exceeds sixty (60) days - to withdraw from the contract and to claim damages on general principles, and in the case of advance payment - also to withhold the advance (to consider it as non-returnable amount).
- 4.5. If the Buyer remains with outstanding debts, any payment for BSPL will be credited toward the farthest maturing debts, with the right to pass this payment first for the costs of claiming the outstanding payment and interest on late payment, regardless of whether the Buyer has indicated which amount due he pays, also in the case when the costs, interest and fees are due to (are resulting from) more than one invoice.
- 4.6. If the Buyer delays the settlement of certain payment by sixty (60) days, all its other liabilities to BSPL resulting from agreements concluded between the parties, shall become immediately due and payable.
- 4.7. The Buyer is not entitled to the deduction of mutual claims against BSPL, unless the claim is not disputed by BSPL or has been confirmed by a final judgment of a court.

### 5. DELIVERY

- 5.1. Product deliveries will be made in accordance with clause EXW magazine BSPL (according to Incoterms 2020).
- 5.2. The deadline of delivery (cut-off date of delivery) will be determined by the BSPL in acknowledgment of the Order's acceptance.
- 5.3. In the case of arrangements to ship the Products to the Buyer, the Products are sent at the risk and expense of the Buyer. In the absence of instructions from the Buyer in the Order, BSPL have the right to indicate the method and route of the consignment and the carrier.
- 5.4. Delivery period begins to run no earlier than at the time of receipt by the Buyer of acceptance of the Order acknowledged by BSPL, and if there is a requirement to pay an advance or requirement to establish other security (collateral) - no earlier than after the payment of the agreed advance payment or after establishing the collateral. Time of delivery is valid only if all the details of orders are agreed and all obligations of the Buyer are timely completed by the Buyer (including advance payment, the establishment of security/collateral, submission of documents, licenses or exemptions). The term shall be appropriately extended for a period up to the implementation of the above mentioned responsibilities.
- 5.5. Time (date) of delivery shall be deemed met if the notification by BSPL of readiness to deliver Products occurred at a fixed date and, if agreed to ship the Products to the Buyer - if the Products have been on this date given to the transport and left the BSPL plant.
- 5.6. BSPL is entitled to carry out partial deliveries under the Order, and then to issue partial invoices on this basis. BSPL is entitled to determine the amount, type and timing of partial deliveries.

- 5.7. The Buyer is obliged to reimburse any costs incurred by BSPL due to not receiving the Products on the agreed date. In particular, after fourteen (14) days from the agreed delivery date BSPL has the right to place Products in the warehouse at the expense and risk of the Buyer and to require him to cover the costs of transport and storage costs in the amount of one percent (1%) of the Products value for each day of their storage. BSPL is authorized to pursue, based on general rules, compensation for improper performance of a Contract if it exceeds the flat-rate costs described above.
- 5.8. If the delay in the receipt exceeds sixty (60) days or if the Buyer expressly refuses to accept the Products, BSPL is entitled to withdraw from the contract and to withhold (do not return) the advance payment and to claim the remainder of the compensation on general principles or to issue a pro-forma invoice, based on which the Buyer is obliged to pay for the Products not collected within the agreed period. VAT invoice will be issued by BSPL within seven (7) days from receipt of payment for the pro-forma invoice. The Products will be handed over to the Buyer upon and against payment done in full amount.

## **6. TRANSFER OF RISK AND RESPONSIBILITY**

- 6.1. With the delivery of the Products, all benefits and burdens associated with them and the risk of accidental loss or damage are transferred to the Buyer. If the Products are to be sent to the location specified by the Buyer, the delivery will be done at the moment when, in order to deliver Products to their place of destination, BSPL shall entrust them to the carrier, but no later than at the moment they leave the BSPL factory or warehouse.
- 6.2. If the Products are ready to send or receive (delivery), and the transportation or receipt of the Product is delayed or impossible due to reasons for which BSPL is not responsible, the benefits and burdens associated with the Product and the danger of its accidental loss or damage shall pass to the Buyer on the date of notification to the Buyer of the Products' readiness for the delivery or dispatch or at the date fixed by the Parties as the delivery date, whichever occurs first.
- 6.3. Responsibility of BSPL under contracts concluded with the Buyer is limited to the net value of ordered Products, to which is related the non-performance or improper performance of the obligation, unless the actual damage was caused by the wilful misconduct on the part of BSPL or authorized person acting on behalf of BSPL. BSPL will not accept any liability for loss of profit or other indirect damages.
- 6.4. If an instruction of first activation is attached to the Product, the Buyer is obliged to observe the guidelines provided therein under the pain of forfeiting his rights under warranty (guaranty). BSPL shall not be liable for damages caused by non-observance of the instruction of Product's first activation.
- 6.5. In the case that Products are supplied to the manufacturers and their service stations (OEM, OES) in a serial manner, BSPL reserves the right to demand - before commencing of the serial production involving the Products - the presenting of a prototype or sample from the initial production series for checking and tests, in order to perform the receipt procedure. From the receipt procedure a report shall be drawn in which it shall be indicated whether the designed installation of the Product is compliant with technical requirements and specifications or which adjustments have to be made in order to confirm that compliance. If the performance of the receipt procedure by BSPL is precluded, if BSPL does not accept the mode of installation or if any changes are introduced after the receipt procedure without agreement from BSPL, the rights under warranty (guaranty) shall be forfeited and BSPL shall not be liable for any damages resulting from the non-observance of the abovementioned obligations.
- 6.6. If the Buyer provides specific equipment for production, tools, patterns, drawings or samples, or will prescribe the use or production of such items by BSPL, the Buyer is responsible for the accuracy of the information provided and the usefulness of transferred tools, as well as for the legality (compliance with law) of the use of such information or tools. Tools made (manufactured) by BSPL and associated with the Order submitted by the Buyer will be owned by BSPL, even if the Buyer returns BSPL only a part of costs associated with their manufacture.
- 6.7. For the purposes of the final consumer protection against hazards that may be caused by the Products, the Buyer is obliged to monitor the Products derived from BSPL for evaluation of their safety and immediately inform BSPL in writing of any hazards. The Buyer hereby represents that he will not use the Products in a manner that will lead to the creation of a dangerous product. In case of claim submitted against BSPL for injury caused by a dangerous product made by Buyer using the Products, the Buyer agrees to immediately take over all the duties, and also bear all costs related to such claims. The Buyer agrees, in particular, to join – under the call of BSPL or competent authority - to any judicial or extra-judicial proceedings with the participation of BSPL, and concerning the damage caused by dangerous products produced by the Buyer with the Products. The Buyer is obliged to pay (reimburse or compensate) BSPL any losses in case of default of these obligations.
- 6.8. The Buyer shall not acquire any rights of industrial property or any copyrights by and in connection with the acquisition or delivery of the Products, including any rights to the works of copyright, industrial designs, trademarks, patents or know-how associated with the Products.
- 6.9. For the applicability and impact of the use of the Products supplied by BSPL in certain constructional solutions of the Buyer, the Buyer is responsible alone, even if BSPL was involved as an advisor or consultant in the preparation of design and final product of the Buyer.
- 6.10. The Buyer is not entitled to assign the rights under the agreement concluded with BSPL in relation to third parties without the written consent of BSPL.

## **7. WARRANTY**

- 7.1. BSPL ensures and guarantees that the Products are of good quality in terms of materials and manufacture, and therefore provides a warranty (guarantee) for a period of twelve (12) months in accordance with these terms and conditions, where the warranty is in force in the European Economic Area and Switzerland, Belarus, Ukraine and Russia, while the agreement concluded between BSPL and the Buyer may specify other terms of warranty.

- 7.2. Warranty period starts from the date of issue of invoice to the Buyer for the Products delivered.
- 7.3. Warranty claims shall be resolved and removed by BSPL as soon as possible, while taking into account the type and scope of the defect being removed.
- 7.4. If BSPL is responsible for the occurrence of defects in the Products, BSPL at its sole discretion will remove the defect (by making a repair) or will provide the Buyer with a new and free from defects Product. In the event that repair or replacement, proved to be impossible or too costly, BSPL is entitled at its discretion to issue to the Buyer a credit note for the value corresponding to the value of the defective Products, as indicated on the VAT invoice. Liability of BSPL for defects of the Products shall be limited to obligations described in the text of this provision only, but never shall include monetary compensation for damages.
- 7.5. The Buyer is obliged to promptly inspect (examine) the Products received with due diligence required in economic relations, taking into account the professional nature of conducted business, in terms of the existence of overt defects and shortages in quantity. The Buyer is obliged to examine each of the Products before installing it or before using it, and immediately inform BSPL of any irregularities. Defects not reported in above mentioned manner are not subject to a claim under the warranty.
- 7.6. All complaints need to be notified in writing to BSPL to be effective, in the following deadlines:
- a) With respect to quantitative complaints - at the time of receipt or within fourteen (14) days from delivery, including by disclosing relevant information in the transport documents and delivery document (a delivery note, so-called "WZ"),
  - b) With respect to quality-related complaints:
    - The patent / apparent defects - within fourteen (14) working days from the date of delivery of the Products; after this deadline BSPL will not be liable for patent / apparent defects;
    - The hidden (concealed) defects - immediately after their disclosure, but not later than fourteen (14) days after they are detected, and in each case within fourteen (14) days from the date on which in the case of care in terms of an adequate examination they would have been detected.
- Failure to observe the requirements referred to in this section shall result in loss of rights by the Buyer in respect of incorrectly reported defects.
- 7.7. The Buyer is obliged to cooperate in the framework of the complaint process, including the submission to BSPL, together with the complaint, of a complaint protocol drawn up in writing, including, in particular a concise definition of defects and the circumstances of their occurrence, and to properly secure the defective Products, enable BSPL to make their inspection and make findings with BSPL with respect to further proceedings.
- 7.8. After receiving the complaint protocol, BSPL will decide whether the necessary work will be done at the place where the Product is located or in the BSPL plant, to which the Buyer agrees to deliver the Product.
- 7.9. BSPL may consent to the removal of defects under warranty by the Buyer, after approval by BSPL for repair scope and work estimate. The Buyer's claim for reimbursement will be limited to the labour costs and cost of materials associated with the removal of the defect, where the costs are approved by BSPL and documented.
- 7.10. If the Buyer would unjustifiably obstruct or prevent the settlement of a complaint in a manner chosen by BSPL, then he loses a right to submit claims against BSPL under warranty in relation to the claimed defect.
- 7.11. BSPL has the right to suspend – against the Buyer - the execution of claims arising from the complaint until the Buyer settles all outstanding debts and/or performs other duties towards BSPL. Lodging a complaint does not release the Buyer from the obligation to pay the BSPL in time.
- 7.12. BSPL shall not be liable for defects in the Product caused by:
- a) Any cases of improper use, misuse and the use inconsistent with the purpose and instructions for use of the Product, non-observance of the instruction of first activation or the receipt procedure, improper installation, maintenance, transportation, unloading, storage, errors and faults made by the Buyer, and design errors or faulty performance (defect in workmanship) made by third parties,
  - b) Any repairs, alterations and structural changes wilfully made without the consent of BSPL that are executed or made by an unauthorized entity other than BSPL or as a result of the use of parts unauthorized by BSPL, unless the defect is not related to these modifications,
  - c) Any external causes, such as mechanical or chemical damages, and also the damages resulting from the effects of normal wear and tear, or such use, which is not the result of defects in material or workmanship, random events and force majeure.
- 7.13. BSPL shall not be liable to the Buyer for defects in the product made by the Buyer with the Products supplied by BSPL.
- 7.14. If it turns out that the defect is the result of circumstances for which BSPL is not responsible, the Buyer will pay (reimburse) BSPL all costs related to the process of claim, i.e. in particular the costs of Products transportation, travel costs/expenses, the cost of servicing and the cost of legal services. The payment of the costs referred to in the preceding sentence does not preclude the BSPL claiming for damage(s) compensation on general principles.
- 7.15. In connection with the granting by BSPL warranty for Products, the BSPL liability for the warranty in the case of faulty products is excluded within the widest scope allowed by the provisions of law.

## **8. RETENTION OF TITLE (WITH REGARD TO THE OWNERSHIP)**

- 8.1. Deliverables (delivered Products) shall remain the property of BSPL until the Buyer satisfies all BSPL claims arising from trade cooperation. The Buyer is obliged to exercise due diligence in relation to the Product which is located at him and which the retention of title concerns.
- 8.2. Retention of title also applies to goods produced by processing, mixing or combining the Products covered by the retention of title, also with other things. In this case BSPL acquires free of charge co-ownership for a new Product in the fractional part, which

corresponds to the ratio of the value of the Product to the values used in the processing, blending or mixing of other things at the time of their processing, blending or mixing.

- 8.3. Under the ordinary business activities the Buyer is entitled to further the sale of Products covered by the retention of title, or to sell the newly formed product, however, he is not entitled to cast them in pledge or as a security or collateral (a transfer of title to secure loan repayment). If the Buyer is obliged to dispose of the Product or the goods resulting from the use of the Product in any form, so the Buyer shall transfer on BSPL in whole or in accordance with the share in the ownership of BSPL (point 8.2.) the receivables due to him towards the buyer, and BSPL accepts such transfer.
- 8.4. The Buyer is obliged to disclose to BSPL the names (*in case of individuals*) / name (*in case of non-individuals*) and address of the purchaser of the Product or the goods resulting from the use of the Product, as well as to give the amount and due date of the transferred debt. The Buyer is also obliged to give BSPL, according to the best of its ability, assistance for the debt(s) recovery, in particular by providing the necessary information or the transfer of documents.
- 8.5. The Buyer should immediately inform BSPL about the seizure of the Product or the goods resulting from the use of the Product or any other breach of BSPL rights by third parties, as well as the loss or damage. In the case of threats, the Buyer shall take all necessary measures to protect the BSPL rights, as well as interact with BSPL to remove the threats.
- 8.6. If the Buyer's behaviour is inconsistent with the provisions of the contract, especially when the Buyer went into a delay with respect to the payment of duties or breached the obligations arising out of this clause 8, BSPL has the right to withdraw from the contract and / or claim a return of the Product covered by the retention of title and, if resale - to assert claims ceded to BSPL directly from the purchaser who purchased the Product from the Buyer.

## 9. FORCE MAJEURE

- 9.1. Force majeure, exceptional circumstances, on which the Parties do not have any influence, and which could not have foreseen at the time of conclusion of the contract, and that unduly hinder the fulfilment of the obligations or make their execution would threaten the gross loss, as well as events that seriously limit production or make impossible to meet the deadline of the Order execution, or cause logistical difficulties, in particular the occurrence of locks, strikes, labour disputes, fire, riot, acts of terrorism, armed conflict, a state of war, natural disasters, epidemic, pandemic and state of emergency declared because of the above circumstances, changes in law or issuance of the decision of government or local authorities restricting or excluding the possibility of production carried out by BSPL, delays in delivery of significant production materials or semi-finished products from (sub)suppliers selected with due diligence, as well as failures, problems and troubles with the supply of electricity, will release (exempt and indemnify) BSPL from liability for non-performance or improper performance of obligations under the agreement, GTC and related with granted warranty.
- 9.2. The occurrence of the above-mentioned circumstances is the basis for the change of terms (deadlines) related to the implementation of the commitments of BSPL, especially related to the implementation of the supply and the rights and obligations of and due to the warranty, at least for the duration of the obstruction.
- 9.3. BSPL is obliged to notify the Buyer in writing of the occurrence of the event causing the change in deadlines of contractual obligations fulfilment within seven (7) days from the occurrence of the circumstances described in this section. Information in this regard will include: type of event, the circumstances of its creation, the expected duration and changed the date to meet the commitment (obligation). If this obligation is not preserved, so this will result in the inability to rely on the exemption from liability referred to in item 9.1.
- 9.4. If the circumstances described in section 9.1. make the performance of contractual obligations has become impossible, or where these circumstances are present for a period longer than sixty (60) days, each Party shall be entitled to withdraw from the contract with respect to the part relating to the remaining (outstanding) deliveries to be done. As indicated above, the situation is not considered that BSPL not performed or improperly performed the obligations arising from the agreement, and therefore the Buyer is not entitled to claim damages or contractual penalties.
- 9.5. The right to withdraw from the contract in the case referred to in Section 9.4. shall not, however, apply to the supply of special Products made according to the requirements of the Buyer. In the above-mentioned special Products, in case of the delay in delivery, the Buyer and BSPL are required to cooperate in order to establish a new deadline for the Order execution.

## 10. CONFIDENTIAL INFORMATION

- 10.1. As used in these GTC and in Contracts, "Confidential Information" shall mean information concerning BSPL and activities of BSPL, its affiliates and entities permanently linked to BSPL via permanent contracts, which has economic value and is not disclosed publicly, regardless of its nature, scope and method of developing it, including any and all technological data, commercial, marketing, legal, financial, organizational, know-how, as well as any other information having an economic value. In particular plans, drawings, technical documentation handed over to the Buyer are a property of BSPL and the Buyer is not authorized to use, copy, multiply, or disclose it without BSPL's written consent.
- 10.2. The Buyer undertakes to treat Confidential Information obtained during talks with BSPL as enterprise secrets and conduct activities necessary to keep it confidential, as well as not to multiply it and use it for aims other than the cooperation with BSPL.
- 10.3. The Buyer shall not disclose to third parties any Confidential Information without BSPL's prior written consent, except to employees, consultants and advisors in the Buyer's enterprise, who require it in order to execute the Orders, under the condition that the Confidential Information shall be disclosed only in such a scope which is reasonably necessary based on the cooperation, and that those persons undertake not to disclose Confidential Information to unauthorized persons. The Party is responsible for each case of a breach of the obligation to maintain confidentiality by those persons.
- 10.4. The obligation to maintain confidentiality is excluded if:

- a) binding provisions of law state that Confidential Information shall be disclosed, but only within the scope described by those provisions of law,
  - b) Confidential Information is or becomes open or publicly available via means other than action or omission of the Buyer, its representatives, employees or persons for whom the Buyer is responsible.
- 10.5. If the Buyer becomes obligated to disclose all or some of the Confidential Information to the appropriate bodies based on the binding provisions of law, the Buyer undertakes to immediately inform BSPL about the existence, terms and circumstances of such obligations and consult with BSPL what legally available means are there for limiting such obligations.
- 10.6. The obligations of the Parties based on this point shall be binding for the period of the Contract and for 3 (three) years since the expiry of the Contract.
- 10.7. The provisions of this point shall be binding only if the Parties did not conclude a separate NDA contract.

## **11. PERSONAL DATA**

- 11.1. Each of the Parties is an independent controller of personal data of:
- a) the other Party of the Contract who is a natural person, necessary in order execute the Contract or to take action upon request of the other Party who is a data subject before the Contract is concluded;
  - b) persons representing the other Party of the Contract and contact persons for the other Party related to the Contract, as well as persons whose data is visible within the enterprise of the other Party who is a legal person or an organizational entity (such as board members, representatives, employees, associates, shareholders).
- 11.2. The Parties are aware of their obligations related to being a controller resulting from the binding provisions of law, in particular from the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) [GDPR]. In particular, the Parties state that they possess the appropriate technical and organizational measures appropriate to ensure the safety of personal data, including for preventing unlawful disclosure or use of personal data, accidental or unlawful destruction, loss or alteration, as well as means appropriate in order to ensure the processing of personal data is compliant with the binding provisions of law and with the Contract. The Parties confirm that the processing of data may occur only if there exist legal bases for such processing described in GDPR and only for the purposes corresponding to those bases.
- 11.3. The information clause, containing details about processing of personal data of the Buyer and its representatives and contact persons, by BSPL, may be found on the website [www.bspl.pl](http://www.bspl.pl). It shall also be handed over while concluding the Contract.
- 11.4. The Buyer undertakes to hand over to all its representatives and contact persons contacting BSPL in relation to the Contract, as well as persons whose data is visible within the enterprise of the Buyer who is a legal person or organizational entity the BSPL information clause during or before the first time those persons contact BSPL or their data is given to BSPL. The Buyer shall hand over to BSPL the aforementioned information clauses signed by all the above-mentioned persons not later than within 7 days since the conclusion of the Contract, and if a person contacted BSPL at a later date, or its data was handed over to BSPL at a later date – within 7 days of the first contact or hand-over. In case the Buyer does not follow the above provision, the Buyer shall compensate BSPL for any damages incurred by BSPL for this reason, including potential penalties imposed by public authorities and other pecuniary sanctions, as well as compensations, however the Buyer is not responsible for the contents of the information clause prepared by BSPL.

## **12. FINAL PROVISIONS**

- 12.1. A statement made by BSPL about withdrawing from the Contract made in accordance with the right to withdrawal described in GTC or the Contract may be made to the Buyer within 1 (one) month since the day on which BSPL learned about the basis to withdraw from the Contract.
- 12.2. The place of performance of the obligation in respect of payments is Skawina and in the scope of supply – the BSPL plant or warehouse.
- 12.3. Unless the provisions of GTC does not follow anything else, all notices, notifications and statements of the Parties or made by the Parties arising out of or related to the performance of the contract shall be sent by registered mail, fax or electronically. Notification and statements will be directed by BSPL respectively, to the mailing address, fax number or e-mail addresses (mailbox addresses) provided by the Buyer in the Order. The Buyer is obliged to immediately notify BSPL of the change in the details specified in the Order, failing to give a statement or a notice to the last known mailing address, fax number or e-mail address will be deemed effective service.
- 12.4. The invalidity or unenforceability of any provision of these GTC shall not affect the validity and enforceability of the remaining provisions and the validity of GTC or agreement concluded with the use of GTC. In the event of invalidity or unenforceability of any provision of these GTC, invalid provisions shall be interpreted or supplemented by the Parties in a manner that will most fully reflect their will and intentions at the time of conclusion of the contract and will allow lawful achievement of economic purpose of invalid provisions.
- 12.5. The law applicable to all contracts concluded by BSPL shall be the Polish law. In particular, the application of the United Nations Convention on Contracts for the International Sale of Goods to the concluded contracts is excluded.
- 12.6. All matters not covered by these GTC shall be governed by the Civil Code and other relevant provisions of the Polish law.
- 12.7. Any disputes that may arise in connection with the use of GTC or agreements (contracts) entered into in connection with the use of GTC will be settled by a court of law proper to the BSPL seat. BSPL, however, has the right to bring a claim, at its own discretion, before a court competent for the seat of the Buyer.

- 12.8. When drafting contracts or GTC in Polish and also in foreign language, the original language is Polish language. In case of differences between the version drawn in Polish language and version drawn in foreign language, a decisive importance shall have the Polish version.
- 12.9. BSPL reserves the right to make changes, modifications or amendments to these GTC. BSPL each time will inform the Buyer about changes in the GTC, and the current version of GTC will be published on the website: [www.bspl.pl](http://www.bspl.pl).
- 12.10. These GTC are valid from 02.08.2021.