

General Terms and Conditions of Sale, hereinafter referred to as GTCS, regulate the principles of the sale of goods and services at Bota Technik Spółka z ograniczoną odpowiedzialnością sp. kom. (Bota Technik Ltd, Liability limited by shares), hereinafter referred to as the Seller.

GTCS are an integral part of agreements, offers and order confirmations and apply to both Parties of the agreement, unless they agree otherwise in writing. The general terms and conditions of the Buyer's agreements may apply only to the extent in which they do not contradict or exclude the provisions of these GTCS. The acceptance of an order by the Seller for execution or the commencement of its implementation does not mean that the Seller has accepted any general terms and conditions of any agreement or default agreements of the Buyer

1. Conclusion of the agreement.

- 1.1. The conclusion of an agreement occurs when one of the Parties desires to conclude an agreement (offer, order) specifying the relevant provisions and general conditions (object, price, GTCS), and the other Party accepts this statement without any objections, changes or additions – in the form of an order confirmation. By concluding an agreement and confirming an order, the Buyer accepts the GTCS, which have been published on the Seller's website.
- 1.2. Both Parties are obliged to make any arrangements in written form.
- 1.3. The conclusion of an agreement also becomes effective upon signing this agreement by the Parties in the cases other than those specified in Point 1.1.

2. Execution of the agreement.

2.1. Sale of goods.

- 2.1.1. The Parties are obliged to cooperate during the execution of the agreement. The Buyer must provide the Seller with all information necessary to design and manufacture the goods. The Buyer bears responsibility for any consequences of entering any incorrect or incomplete technical data in the order.
- 2.1.2. The Seller will commission any authorized persons or entities on their own behalf for any additional tests, inspections etc. carried out before the release of the goods, for the benefit and at the expense of the Buyer.
- 2.1.3. The Seller is entitled to postpone the deadline for completing an order in the event of circumstances for which they are not liable.
- 2.1.4. The confirmation of completing an order or its part is the goods delivery document (known as WZ), confirmed by the Buyer.
- 2.1.5. Any quantitative complaints concerning the received goods can only be reported if the received consignment did not bear any signs of external interference. A written complaint on a damage should be made no later than within 7 days from the date of receipt of the goods. The complaint should be accompanied by a commission non-compliance report with a copy of the waybill and the sales invoice or other documents accompanying the consignment, i.e. the specification or the WZ document.
- 2.1.6. If the delivery to the Buyer is at the expense and risk of the Seller, the Buyer is obliged to report in writing any apparent defects and damage to the goods delivered, as well as quantity deficiencies, in the acceptance protocol under the pain of losing the right to complaint about defects, damages and quantity deficiencies. In this case, the Buyer is obliged to send the original bill of lading along with the non-compliance protocol, signed by the carrier, confirming the fact of damage during transport.
- 2.1.7. If the costs of delivery of the goods are borne by the Seller, then the costs of collecting and unloading the goods shall be borne by the Buyer.
- 2.1.8. The Buyer is obliged to pay for the goods in accordance with the provisions of the agreement.
- 2.1.9. If the Buyer fails to make the payment in accordance with the provisions of the agreement, then the Seller may institute debt collection proceedings or withdraw from the agreement in accordance with Point 6.3.d and demand from the Buyer returning the goods for which the Buyer has not paid.
In the event of instituting debt collection proceedings, the Seller may claim from the Buyer the costs incurred in this respect. The Seller may also claim damages if the goods have been worn or damaged, in particular if the value of the goods received by the Seller from the Buyer is lower than the price that the Buyer should pay for the received goods.
- 2.1.10. In the event of any payments arrears from the Buyer, the Seller has the right to refrain from completing an order until the Buyer has repaid the outstanding balance despite sending an offer and its acceptance by the Buyer or confirmation of an order by the Seller. In this case, the Seller also retains the right to claim interest for delay in the maximum amount provided for by law.

2.2. Sale of goods and services

2.2.1. Handover of a construction site / work area as part of a service.

- 2.2.1.1. The Buyer is obliged to provide the Seller at their own expense with a construction site / work area as part of the services specified in an agreement, in the form of the customary acceptance (hand-over) protocol. Along with the handover of a construction site / work area, the Buyer shall provide the Seller with all the permits and licenses required by law, including those concerning environmental protection, necessary to perform the services.
- 2.2.1.2. The Buyer provides the Seller with free access to the construction site / work area by making available any access roads and passage through the Buyer's premises to the Seller and is responsible for maintaining them in good condition.
- 2.2.1.3. In the case when the Seller is required to transport machines, equipment and other items on the premises of the Buyer, the Seller is obliged to provide the Buyer with a detailed transport plan, containing at least the date and time of transport and indication of the transported goods 3 days before the planned transport.
The Buyer is obliged to confirm the Seller's transport plan or present its own transport plan if it is more convenient for both Parties of an agreement.
- 2.2.1.4. The Buyer assures that the construction site / work area is not contaminated by any toxic or hazardous substances and assumes all risks and liability in the case when such contamination of the area becomes apparent during the performance of a service by the Seller.
- 2.2.1.5. The Buyer provides access to electricity, drinking water intake, telecommunication connections, tool storage and staff room facilities for the Seller, as well as any utilities necessary for carrying out the tests and commissioning, to the Seller for the duration of the service.

2.2.2. The obligations of the Buyer.

The obligations of the Buyer, in addition to those listed in Point 2.2.1, related to the handover of a construction site / work area as a part of the service involve:

- a) payment to the Seller in accordance with the provisions of the agreement, and in the event of failure to comply with this condition to cover the costs incurred by the Seller, in particular, any interest for delay in the maximum amount provided for by law and any costs of debt collection proceedings;
- b) cooperation with the Seller in the course of developing a safety and health protection plan for the persons performing the commitment on behalf of the Seller or the entity supervising the construction process on behalf of the Buyer
- c) free training in OSH, fire protection, procedures, regulations and internal rules of the Buyer, for the persons indicated by the Seller who perform the work on the Buyer's premises, based on the Buyer's internal rules;

- d) providing the Seller with the consent required by law to subcontract the works;
 - e) cooperation with the Seller during the performance of works as a part of the service if it is necessary for their proper performance;
 - f) accepting the works in accordance with the provisions of the agreement;
 - g) buying back the goods and materials provided by the Seller that cannot be used by the Seller for the performance of other works, in the event of termination of the agreement or in the event of withdrawal from the agreement by the Buyer – for the price specified in the agreement;
- 2.2.3. Obligations of the Seller.
The obligations of the Seller include:
- a) performing the scope of work covered by the agreement with due diligence, in accordance with the applicable regulations, project documentation and the principles of technical and construction knowledge based on the assumptions or project documentation provided by the Buyer on the date of concluding the agreement at the latest, whereby the Seller will not be liable for any mistakes in the project documentation or in the Buyer's assumptions;
 - b) handover of the construction site / work area as part of the service;
 - c) delivering any materials necessary to perform the agreement in accordance with the specifications contained in the agreement;
 - d) supervising the performance of the works and coordinating work and material delivery;
 - e) obtaining the consent of the Buyer required by law to subcontract works;
 - f) ensuring the property protection and fire protection in the work area as part of the service;
 - g) securing proper conditions of occupational health and safety during the works performed as part of the service;
 - h) undergoing the training in OSH and fire protection by the employees performing the works based on the Buyer's internal regulations in force;
 - i) marking of work clothing and hard hats;
 - j) ongoing maintenance of the order in the area of works and in its immediate vicinity as part of the service, and final cleaning of this area;
 - k) removing machines, devices and other things that have been used in the course of performing the agreement from the Buyer's area.
- 2.2.4. Works coordinator.
The Parties appoint persons responsible for supervising and performing the works that are subject to this agreement and who are authorised for mutual contact within that period and in accordance with the provisions of the agreement.
- 2.2.5. Additional works.
If in the course of the work it becomes necessary to perform works outside the scope of the agreement that condition the commissioning of the subject of the agreement for its intended purpose, the Seller shall perform the above works on a separate written order of the Buyer in which the scope of works shall be determined. The remuneration for the additional works and the deadline for their completion shall be determined by the Seller in agreement with the Buyer.
- 2.2.6. Acceptance of works.
- 2.2.6.1. After the completion of particular works, the Seller will notify the Buyer in writing about their readiness for the acceptance of the completed works.
- 2.2.6.2. The Buyer is obliged to make the assessment of the completed works as soon as possible, however no later than within 5 working days from the date of delivery of the notification of readiness for acceptance by the Seller. Working days are understood as days from Monday to Friday, from 08:00 am to 04:00 pm.
- 2.2.6.3. For this purpose, the Buyer will appoint an acceptance committee and sets the initial date of the acceptance, about which he informs the Seller. The committee's work will be completed with the preparation and signing of the acceptance protocol, which is equal to the confirmation of the date of completion of works on the date of their notification of readiness for acceptance. The Seller or a person appointed by the Seller is entitled to take part in the acceptance procedures.
- 2.2.6.4. In the case when the Buyer raises objections to the completed works, the Parties shall sign an acceptance protocol with the simultaneous specification of the identified removable defects and the deadline for their removal during the warranty period.
- 2.2.6.5. In the case when the Buyer fails to participate in the acceptance procedures within 5 working days from the notification of readiness for acceptance or in the case of any unreasonable refusal to conduct the acceptance procedure within this period, the Parties shall deem the subject of the agreement as completed on time, in accordance with the agreement and without any defects. In such circumstances, the acceptance protocol signed by the representative of the Seller shall be drawn up, which will have the force of the protocol signed by both Parties in all respects, in particular, it shall be the basis for the Seller to issue the invoice.
- 2.2.6.6. In the case when the Buyer takes over the subject of the agreement for use before the acceptance, it is considered that the Parties have conducted the acceptance of the subject of the agreement. In this case, the Seller is entitled to issue the invoice and receive the remuneration due to them.
- 2.2.6.7. In the event when the Seller may not perform the services under the terms of the agreement for any reasons not attributable to the Seller or for any reasons for which the Buyer is responsible, in particular in terms of the assembly, commissioning or programming of the delivered goods, for a period longer than 2 weeks, the Parties, at the request of the Seller, will prepare a protocol of readiness, in which they will indicate the initial moment of standby by the Seller and the reasons which have caused the Seller an obstacle in the performance of services. This readiness protocol shall be the Seller's basis for issuing an invoice and demanding the payment of remuneration for the services which cannot be provided due to the said obstacles. The payment of the remuneration by the Buyer does not release the Seller from the performance of the agreed services. However, if any additional costs arise for the Seller in connection with the obstacle and delay, the Buyer shall be obliged to cover these costs.
- 2.2.7. OSH, environment protection, waste handling.
- 2.2.7.1. The Seller declares that they perform services in accordance with the occupational health and safety instructions and environment protection requirements resulting from the applicable law and standards of the Seller. The Seller shall make available to the Buyer, at their request, the standards referred to in the previous sentence. Making available should also be understood as making the standards available on the Seller's website.
- 2.2.7.2. In the event that the Buyer applies their own standards in the OHS instructions and environment protection, in the case of any discrepancies, the stricter requirements that ensure greater safety for all employees and other persons at the work area shall prevail in this respect.
- 2.2.7.3. The Buyer is obliged to provide the Seller immediately with all information regarding any hazards and their own standards of occupational health and safety and environmental protection at the work area – before the Seller commences the work.
- 2.2.7.4. If in the course of performing the works as part of the service any of the Seller's staff members or their subcontractor's staff members finds himself or herself in a situation threatening his or her safety or health, or when they are to perform a dangerous task, they are obliged to stop working immediately and report the case to the supervisor. This task will be completed only when all Parties have considered the situation safe. The preparation time of a safe workplace by the Buyer shall be considered a delay in the execution of the agreement on the Buyer's side. The deadline for completion of works / delivery of goods for the Seller shall be extended by the preparation time of the safe workplace by the Buyer.

- 2.2.7.5. The Seller will be responsible for handling the waste generated in the course of performing the works under the agreement, in accordance with the provisions of the Act of 27 April 2001 on waste (Journal of Laws No. 62, Pos. 628 of June 20th, 2001 as amended).
 - 2.2.7.6. Metal scrap waste will be transferred to the Buyer. At the same time, the Parties agree that with regard to metal scrap, the Buyer will be the waste producer within the meaning of the Act on waste.
 - 2.2.7.7. The documents confirming waste handling will be attached to the acceptance protocol.
 - 2.2.8. Responsibility for defects.
 - 2.2.8.1. If, in the course of the acceptance procedures of the works provided for in the agreement, any irremovable defects are found, the Seller shall be liable for these defects on the basis of the granted warranty.
 - 2.2.8.2. If, in the course of the acceptance procedures of the works provided for in the agreement, any irremovable defects are found – the Buyer may request a reduction of remuneration correspondingly to the lost utility and technical value provided that such defects do not prevent from using the subject matter of the agreement for its intended purpose, or withdraw from the agreement if the defects prevent from the intended use, unless the defects occurred without the Seller's fault.
3. Terms of Payment.
- 3.1. The price and the ultimate terms of payment are listed in the order confirmation.
 - 3.2. In the case the confirmation provides for an advance or down payment to the Seller, the amount paid by the Buyer shall be credited towards the price. In the event of termination or withdrawal from the agreement by either Party, the advance shall be reimbursed at its nominal value, and in the case of a down payment, the generally applicable law provisions shall apply (Article 394 of Polish Civil Code).
 - 3.3. In the event of any delay in the payment of the advance / down payment, the Seller has the right to postpone the delivery of goods and/or performance of the service until they have received the confirmation of the advance / down payment from the Seller's bank.
 - 3.4. The Seller declares that they are an active VAT taxpayer, registered under the NIP (Tax Identification Number): 586-227-87-01 and EU VAT number: PL 5862278701, assigned to him for the purposes of making intra-Community transactions.
 - 3.5. The Buyer agrees to:
 - a) provide the Seller with their details required for issuing a VAT invoice in accordance with the provisions of law;
 - b) pay the price along with the added VAT amount according to the applicable rates.
 - 3.6. In the event of any delay in the payment for the goods/service, the Buyer shall be charged interest in the maximum amount provided for by law;
 - 3.7. Filing a complaint does not entitle the Buyer to suspend any payment of the price for the goods/ service or any part thereof.
 - 3.8. The Buyer is obliged to pay the Seller the entire price, in particular, they are not entitled to make any deductions.
 - 3.9. In the event when the Parties have agreed upon a gross price, this price shall increase or decrease accordingly if the value added tax (VAT) rate changes.
 - 3.10. If the price or amount of the advance/down payment is indexed by a foreign currency exchange rate and is payable in PLN, the price value will be converted according to the average exchange rate of the National Bank of Poland (NBP) on the last working day preceding the date of issuing the invoice.
4. Guarantee.
- 4.1. The Seller guarantees that the goods or goods and services provided as part of the agreement shall comply with the specification, design documentation or technical drawings and any other requirements of the agreement, and that they shall be of good quality, properly designed and made of the appropriate material.
 - 4.2. The Seller grants the Buyer a guarantee for the period specified in the guarantee document, agreement or confirmation. Unless otherwise specified in the agreement, the Seller grants the Buyer a guaranty for:
 - a) any delivered goods or the delivered and installed devices and used materials - under the conditions specified by the manufacturer, however, no longer than for a period of 12 months,
 - b) any works performed under the agreement - for a period of 6 months
 - 4.3. The guaranty period commences from the date of signing the acceptance protocol by the Parties for the delivery of goods or, in the case of delivery of goods and services, from the date of launching/ installing the goods/performing the service, however, no later than after 1 month from the date of release/ delivery of the goods.
 - 4.4. Under the guaranty, the Seller is only obliged to remove at their own expense and at their own discretion any physical defects of the goods or goods and a service, or to deliver the item free of any defects, provided that these defects have been revealed during the guaranty period and have arisen from the causes inherent in the sold goods or are the result of faulty workmanship or the use of faulty materials.
 - 4.5. The Buyer, immediately after finding a defect in a goods or a goods and a service, shall report the defect in the form specified in the agreement of the Parties, no later than within 7 days. In the event of any delay in reporting the complaint, for any reasons other than force majeure, the Buyer shall lose their rights to the guaranty. At the same time, the Buyer is obliged to deliver the defective goods at their own expense and risk to the place of repair indicated in the guaranty document, unless the Seller undertakes to remove the defect of the goods at the place of the Buyer's use. Within 14 working days of receipt of the defect notification and delivery of the defective goods, the Seller is obliged to inform the Buyer about the measures undertaken or the measures to be undertaken, as well as about the time needed to remove the defect. The time to remove the defect shall be determined by the Parties each time, taking into account the technical and organizational capacity of the Seller.
 - 4.6. The Seller is obliged to deliver the Buyer the goods after removing the defect at their own expense and risk to the Buyer's place of use. However, the costs of taxes, duties, customs and import clearances shall be borne by the Buyer. The Seller is not obliged to disassemble or reassemble the goods and does not bear any costs in this respect.
 - 4.7. The Seller's guaranty for the goods or a part thereof that has been replaced with a new one will be extended for a further period of 12 months from the date of replacement. The total guaranty period for the replaced goods or a part thereof cannot exceed 24 months.
 - 4.8. Due to the guaranty granted, the Parties exclude the Buyer's rights to warranty.
 - 4.9. The Buyer will lose their rights to guaranty in the event of using the goods contrary to the provisions of the agreement, its intended use, making repairs or modifications of the delivered goods or work performed by the Buyer without notice and a written consent of the Seller.
 - 4.10. The guaranty does not cover any defects and damages resulting from any random accidents, mechanical damages, improper operation or maintenance, unauthorized repairs or alterations and structural changes made by the Buyer or on their behalf.
 - 4.11. In the event of any unjustified reporting of a defect by the Buyer, in particular, in the absence of the defect, or in the event of any defect caused in the manner referred to in Point 4.9 and 4.10, all the costs incurred by the Seller, which result from undertaking measures following to an unjustified reporting of a defect, shall be borne by the Buyer.
5. Liability.
- 5.1. In the event of withdrawal from the agreement or a part of the agreement, the withdrawing Party shall pay the other Party a contractual penalty of 15% of the value of the goods and services to which the withdrawal refers.
 - 5.2. In the event of any delay in the performance of the agreement, the Buyer shall be entitled to a contractual penalty of 0.1% of the value of the delayed delivery or services not performed, for each completed week of delay, but not more than 5% of the price of the subject matter of the agreement delivered with delay.

- 5.3. In the event when the contractual penalties do not cover the damage resulting from the events for which the penalties have been calculated, the Buyer shall not be entitled to any additional compensation. The Seller may additionally claim damages from the Buyer in accordance with the general rules.
 - 5.4. The Seller's liability for damages arising from causes other than those for which contractual penalties are provided for is limited to the value of 5% of the net contractual remuneration, however not more than PLN 50 000. The Seller's liability for damages for non-performance or improper performance of the agreement may in no event include damages for any loss of profit, loss of production or loss of use, loss of agreements, any consequential or indirect loss, including lost profits.
 - 5.5. The Seller, to the extent in which they act as a manufacturer, will be held liable for any dangerous product on the terms set out in the Civil Code. However, the Buyer undertakes to enable the Seller to defend themselves against any claims based on this basis.
 - 5.6. The Seller's liability for damages towards the Buyer, related to the execution of the agreement, is based on the principle of fault and limited to the value of the equipment, section that has been damaged. The Seller is not be held liable for damages caused by incorrect operation of the good delivered by the Seller in other property belonging to the Buyer or other entities.
6. Suspension of the agreement, termination of the agreement.
 - 6.1. If the settlement of obligations by the Buyer is doubtful due to their financial condition, the Seller may suspend the execution of the agreement until the Buyer makes a full prepayment for the goods or services, or presents a security accepted by the Seller.
 - 6.2. The Parties may terminate the agreement by virtue of mutual consent at any time.
 - 6.3. The Seller may withdraw from the agreement (without notice) in the case of:
 - a) the lack of the advance payment/down payment, if provided, for a period longer than 2 months from the date specified in the agreement;
 - b) the Buyer's failure to provide the data necessary to perform the subject matter of the agreement - after the expiry of deadline for providing these data set by the Parties;
 - c) any failure to collect the goods within 2 months from the indicated date of collection; in this case, the Seller also retains the right to demand the payment for the goods;
 - d) the failure to pay within a period of at least 2 months a due amount for an earlier consignment of the goods/service performed or for the goods/service delivered under a separate agreement between the same Parties.
 - 6.4. The Seller reserves the right to withdraw from the agreement for the reasons referred to in Point 6.3. for the period of 6 months from the occurrence of the event entitling to withdraw from the agreement.
 - 6.5. In the event of withdrawal from the agreement by the Seller in the cases referred to in Point 6.3., the Seller is entitled to claim the reimbursement of costs incurred related to the execution of the agreement, which they withdraw from and a compensation for damages resulting from the Buyer's failure to perform or their improper performance of the commitment.
 - 6.6. The Buyer may withdraw from the agreement in the event of a delay in delivery lasting longer than 6 months and arising from reasons at the Seller's fault.
 - 6.7. The Party withdrawing from the agreement in the cases described in Point 6.3. and 6.6. shall inform the other Party of the withdrawal.
 7. Force Majeure.
 - 7.1. The Parties will not be held liable for any non-performance or improper performance of the provisions of the agreement as a result of Force Majeure, provided that if a Force Majeure event arises, the Party which has faced such circumstances shall immediately notify the other Party in writing of its occurrence and causes, and shall make every effort to provide documentation to the other Party within 10 days of the date of notification, which explains the nature and causes of Force Majeure to the extent that it is available.
 - 7.2. For the purposes of this agreement, Force Majeure is defined as a sudden and unpredictable event beyond the control of any Party, occurring after the conclusion of the agreement by both Parties, preventing the Party from performing their obligations under the agreement, and not including the fault of the Party or lack of their due diligence. Such events may include, in particular: natural disasters, wars, revolutions, epidemics, general strikes announced in relevant sectors of economic activity, road blocks, embargoes imposed, official decisions of authorities and public administration.
 - 7.3. Due to the occurrence of Force Majeure, the deadlines for performing the subject matter of the agreement are extended by the duration of the Force Majeure event and the period necessary to resume work suspended due to circumstances of Force Majeure.
 - 7.4. If the circumstances of Force Majeure last for more than 90 days, the Seller has the right to terminate the agreement with a one-week notice. The Seller then retains the right to remuneration for the work already done/the goods already delivered.
 - 7.5. In the event of termination of the agreement as a result of Force Majeure for a period longer than 90 days or continuation of executing the agreement after the Force Majeure event has ceased, the Seller shall be entitled to recover the additional costs borne due to the occurrence of Force Majeure.
 8. Confidentiality of information.
 - 8.1. Any confidential information understood as technical, commercial, financial, cost information provided in connection with the execution of the agreement in any form, in particular in an oral, written form or on an electronic medium, must not be disclosed to any third party, published or disclosed in any other way during the term of the agreement and within 3 years after it has expired or has been terminated.
 - 8.2. Each Party is entitled to disclose information to their subcontractors, representatives or other persons and entities only after receiving the prior written consent of the other Party and only to the extent necessary for the proper execution of the agreement.
 - 8.3. Regardless of the provisions of Points 8.1-8, any disclosure of confidential information is only possible by order of a court or other authorized state authority, if required by law, provided that the other Party has been notified in writing thereof and that every effort to secure such confidential information in connection with such disclosure has been made.
 - 8.4. Publicly available information, obtained lawfully from third parties, and information developed independently by the other Party is not covered by the confidentiality clause.
 9. Intellectual and Industrial Property Rights.
 - 9.1. The Seller retains copyrights, patents and other industrial property rights related to the subject matter of the agreement provided by the Seller, existing both before the conclusion of the agreement and arising in the course of the performance of the agreement. The Seller hereby licenses the Buyer to exercise the rights referred to or transfers them to the Buyer in the fields of use and on the terms in specified in the agreement.
 - 9.2. The Seller declares that to the best of their knowledge the subject of the agreement provided by them does not infringe any patents and other industrial property rights as well as any copyrights and related rights belonging to any third parties.
 - 9.3. The Seller shall have the right and obligation to make decisions on defense related to any claim, lawsuit or proceeding initiated against the Buyer to the extent in which they are based on a claim that the subject of the agreement provided under the agreement infringes any copyright and/or related rights, an existing patent and/or other industrial property rights, and shall hold the Buyer harmless against any liability in connection with any final judgments issued by a court of competent jurisdiction in the event of such an action or proceedings, provided that the Buyer:
 - a) promptly notifies the Seller in writing of such a claim and
 - b) provides the Seller with full information and support in connection with the conduct of defense in such proceedings.

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- 9.4. In the event that a claim referred to in Point 9.3 has been made, the Buyer agrees that the Seller, at their own discretion and their own expense:
- a) has obtained the right for the Buyer to continue using the subject matter of the agreement, or;
 - b) has replaced or modified the subject matter of the agreement in such a way that it does not infringe the rights of any third parties. If none of these solutions is possible, the Seller will terminate the agreement and return to the Buyer the price that the Buyer has paid to the Seller for the subject matter of the agreement, including depreciation for the period of use.
- 9.5. The Seller will not be held liable for any claims brought against him, and the Buyer shall insure the Seller against such claims arising out of:
- a) any connection, operation or use of the subject matter of the agreement under the agreement along with the equipment, devices or software not provided by the Seller,
 - b) any changes or modifications to any of the elements of the subject matter of the agreement provided under the agreement without the written prior consent of the Seller.
- 9.6. Regardless of the other provisions of the agreement, the Seller shall not be liable for any claims arising from the use of the subject matter of the agreement, or any of its elements, by the Buyer in the form in which it was delivered after the Seller has informed the Buyer about the necessary modifications or changes in order to avoid any claims by any third parties and proposed to introduce such modifications or changes if such a claim could have been avoided by applying the Seller's suggestions.
- 9.7. The above provisions of Point 9. specify the Seller's total liability in relation to the infringement of any patents and other industrial property rights as well as any copyrights and related rights belonging to any third parties.
10. The change of law.
- 10.1. Under the agreement, the Seller is obliged to deliver the subject matter of the agreement, taking into account the legal status in relation to generally applicable provisions of the law in force as of the date of the conclusion of the agreement.
- 10.2. Any changes in the legal status, provided that they affect the performance of the agreement, in particular regarding VAT rates and other public law liabilities, shall entitle the Seller to adjust the price and change the terms of the agreement, in particular, to change the delivery date of the subject matter of the agreement.
11. Request for introduction of changes.
- 11.1. Apart from the cases specified in Point 10., the Seller shall have the right to request the introduction of justified changes to the agreement regarding the delivery date and/or specification of the goods or the goods and services as a part of the subject matter of the agreement in the case when the Seller's execution of the agreement is delayed due to the Buyer's act, omission or non-performance.
- 11.2. In the event of any circumstances referred to in Point 11.1, the Seller shall send to the Buyer within 7 days of the occurrence of such circumstances a request for change containing the amended provisions of the contract.
- 11.3. The Buyer is obliged to immediately introduce changes to the agreement sent by the Seller, but no later than within 7 days. The Buyer's failure to introduce changes, despite the expiry of that period, shall mean that such changes have been accepted by the Buyer and are binding for both Parties.
- 11.4. The delivery dates, as well as the prices of the goods or the goods and services provided by the Seller under the agreement, in relation to those specified in the Seller's offer, may change if these goods run out in the Seller's warehouse
12. Entire agreement between the Parties.
- The agreement along with these GTCS constitutes the entire agreement between the Parties in the scope of its subject, and supersedes all previous statements, offers, agreements and arrangements concluded between the Parties both in oral and written form.
13. Severability clause.
- The Parties undertake that in the event when any part of the agreement is deemed null or otherwise legally defective, the remaining part of the agreement shall remain in force. This, in particular, applies to the provisions of the limitation of the Parties' liability and contractual penalties. In the case of any provisions deemed null or unenforceable, the Parties shall start negotiations in good faith to replace such provisions, if possible, with alternative provisions that are valid and enforceable and reflect the original intentions of the Parties.
14. Applicable law and settlement of disputes.
- 14.1. The agreement shall be interpreted and executed in accordance with the substantive law of the Republic of Poland.
- 14.2. Any disputes or claims arising between the Parties, related to the contents or execution of the agreement, which the Parties have not been able to resolve amicably within 14 days from the time of such dispute, will be settled by a common court having jurisdiction over the Seller, unless the agreement specifies that such disputes shall be settled by impartial arbitration.
- 14.3. The place of execution of the agreement will not affect the applicable place of jurisdiction.,
15. Final provisions.
- 15.1. In the event of any discrepancies between these GTCS and the contents of the order confirmation, the terms given in the order confirmation shall prevail.
- 15.2. Any changes and additions in relation to the contents of the order confirmation and these GTCS must be made in writing – otherwise null and void.
- 15.3. Any transfer of rights and obligations under the agreement by the Buyer to any third party requires the prior written consent of the Seller.
- 15.4. In any matters not governed by the provisions of these GTCS or the agreement, the relevant provisions of the Civil Code shall apply.