

GENERAL TERMS AND CONDITIONS (hereinafter "GTCs")

§1.

[GENERAL PROVISIONS]

1. The General Terms and Conditions apply to the contracts for the sale of goods concluded by **SESTEC POLSKA Spółka z ograniczoną odpowiedzialnością** with its registered seat in Krakow, 31-864 Kraków, ul. prof. Michała Życzkowskiego 16, REGON: 363321007, NIP: 9442249959, entered in the register of entrepreneurs under the number KRS 0000593906. (hereinafter the "**Seller**" or "**Sestec**") with contractors (hereinafter referred to as the "**Buyers**") contracting these agreements solely for the purpose directly linked to their commercial activities.
2. The sale of goods does not take place on behalf of natural persons - consumers within the meaning of the Polish Civil Code, and therefore the GTCs do not apply to consumers.
3. The GTCs are available on the website www.sestec.pl and at the Buyer's request can be sent to his address in electronic or paper form.
4. It is understood that signing of the agreement or placing an order by the Buyer and acceptance of the delivered goods and/or the service means acceptance of the GTCs without reservations.
5. Where the Buyer remains in constant trading with the Seller and the General Terms and Conditions have been accepted by the Buyer in the manner indicated in § 2 below, it is assumed that they will be used throughout the duration of the parties remaining in permanent commercial relations.
6. The combination mark "SESTEC" is the registered trademark of the Seller, and the Buyer is authorized to use this trademark in a lawful manner. In particular, the Buyer is not entitled to modify, remove and obscure the mark placed on the goods purchased from the Seller.
7. The General Terms and Conditions do not regulate matters relating to the Seller's licensing of products owned by the Seller, nor any matters related to the transfer of copyright to such products or rights related thereto.

§ 2.

[CONCLUSION OF THE AGREEMENT]

1. All trade information of advertising and marketing nature, regardless of their form, do not constitute an offer within the meaning of the provisions of the Polish Civil Code.
2. The contract is concluded by: (i) signing by both parties of the jointly negotiated text of the agreement or (ii) by way of submitting, accepting and agreeing to the offer.
3. The contract concluded by both parties signing a jointly negotiated agreement shall be effective from the date of signing the contract or from the date indicated in the agreement.
4. The conclusion of the Agreement by submitting, accepting and agreeing to the offer occurs as soon as the Seller sends a confirmation of the order submitted by the Buyer. The order shall be in written form (the written form is also a fax or e-mail) and should specify **the price, type and quantity of the goods ordered**. It is understood that the order is submitted and signed by the person authorized to place orders on behalf of the Buyer.
5. For its validity, each order must be confirmed promptly, no later than within 5 working days, by the person authorized to represent the Seller, the confirmation shall be in writing - by fax or by electronic mail, and must include the acceptance of all the conditions indicated in the order, and in particular the time of the delivery of the goods and/or the performance of the service as well as the price.
6. The Buyer, without the Seller's consent, must not cancel or change the duly confirmed order.
7. To be valid, any changes in the terms of the contract shall require the adherence to the procedure indicated in paragraph 4 and 5 above.
8. The Seller shall not be liable for the consequences of errors made in the contents of the order placed by the Buyer.
9. The Buyer must not make without the Seller's written consent the assignment of the rights resulting from the conclusion of the contract for the sale of goods and/or services to third parties.

§3

[DELIVERY, RECEIPT OF GOODS, COMPLAINTS, DATES]

1. The order delivery time starts to run from the date which is indicated in the agreement or in the confirmation of the order.
2. The order delivery and/or fulfillment time and other terms of sale are subject to change, including after the Buyer has placed the order, in particular due to force majeure and other circumstances which are beyond the Seller's control, as well as due to a change in the market situation and in the current terms and conditions relating, inter alia, to the Seller's relationship with the parties cooperating in the performance of the contract by the Seller. The Buyer will be notified without undue delay of any changes related to the delivery and/or order fulfillment as well as to other terms of sale.
3. The deliveries are carried out by Sestec in accordance with the applicable trade offer in which the essential aspects such as the delivery base, the place of delivery or the place of receipt of the goods, the means of transportation, the type and the size of packaging, and other delivery parameters are defined.
4. The product to be delivered shall be in conformity with the order and the product Data Sheet made available by Sestec.
5. The actual quantity of delivery which is used as a basis for the settlement of the sales transaction is determined by Sestec through the measurement of the mass of goods performed on Sestec's industrial scale. The mass of goods is certified by a certificate of weight issued by Sestec and supplied to the buyer with the delivery.
6. The time of delivery or receipt of goods shall comply with the order placed by the Buyer and confirmed by Sestec. In exceptional cases, it is permissible to postpone the time of delivery or receipt of goods for reasons which were unknown at the time of the Buyer's order or order confirmation or delivery initiation by Sestec, e.g. temporary lack of availability of the product, traffic disruptions during transport, or other important reasons.
7. Along with the goods the buyer receives from Sestec (in the case of loco based deliveries) or from the carrier performing the delivery on behalf of Sestec (in the case of franco based deliveries) the required delivery documentation. The buyer confirms the receipt of the goods by submitting the signature on the relevant document received from Sestec together with the delivery.
8. Regardless of the place of delivery of the goods or documents, the place of performance of the Buyer's payment obligation shall be the seat of Sestec.
9. The delivery shall be in accordance with the trade clauses laid down in each contract for interpretations of which INCOTERMS are used in the wording valid at the conclusion of the contract.

§4.

[PRICE AND PAYMENT POLICY]

1. The goods and/or services which are listed in the Seller's price list are sold at prices which are in effect on the day of order confirmation. In case the ordered goods and/or services are not listed in the price list, the sale shall take place at a mutually agreed price.
2. The prices indicated in the price list or agreed upon by the parties shall apply only to the execution of a given order, unless the parties agree otherwise in writing.
3. All prices set and made available by the Seller are net prices in effect at the Seller's warehouse.
4. The Seller reserves the right to change the prices specified in the price list in the case of changes in exchange rates and other price formation factors. In this case the Buyer will be informed in the order confirmation of the current price of the ordered goods and/or service.
5. The payment shall be executed by a bank transfer to the Seller's account indicated on the invoice. Banking costs are borne exclusively by the Buyer.
6. Payment dates and other terms of payment agreed upon under § 2 of the GTCs shall apply.
7. The payment for the sold goods shall be deemed effective as from the date it is credited to Sestec bank account. The bank account payment details are displayed on the invoice.

8. In case of delay in paying the price, the Seller is entitled to charge statutory interest and suspend the delivery of goods until the full price has been paid including the statutory interest due for the delayed payment period.
9. The Buyer's ability to set off receivables against the liabilities resulting from contracts concluded with the Seller is excluded.
10. The risk of loss of or damage to the goods shall pass to the Buyer at the time of handing over the goods to the carrier, but no later than when the goods have left the Seller's warehouse.
11. The goods shall remain the property of the Seller until payment in full of the price stated on the sales invoice issued by the Seller for the goods.
12. The Buyer is obliged to handle the goods properly, and to take out at his own expense a full insurance against fire, theft, destruction, damage or other events.

**§5.
[WARRANTY]**

1. The warranty period and terms for the products sold by Sestec are specified in the product's Data Sheet.
2. In case of non-conformity of the parameters or properties of the delivered product with the Data Sheet for this product, the Buyer is obliged to report this fact to Sestec without delay, no later than the day following the date on which the nonconformity was found. Upon the determination of nonconformity of the product with the Data Sheet, altering of the non-compliant product without the written consent of Sestec shall release Sestec from liability for damages caused by the use of the non-compliant product.
3. All complaints made to Sestec are processed within 14 days of their receipt by Sestec. The Seller reserves the right to prolong the time for processing a complaint in justified cases.
4. Sestec reserves the right to refuse the performance of a confirmed order without giving a reason if the refusal occurs no later than 14 days before the confirmation of the delivery date. The right to refuse the performance of a confirmed order may also occur in the event of force majeure as referred to below.
5. Sestec shall not be liable for the failure to perform or improper performance of the sales contract resulting from force majeure. Force majeure shall be deemed by Sestec as external events which are not foreseeable and preventable, and on which Sestec has no influence, which are independent of it, and which prevent the proper performance of the contract of sale. The following shall be deemed as force majeure: state of martial law, state of emergency, natural disasters, cataclysms and natural catastrophes and fires, explosions, floods, failures not resulting from the negligence of the Parties, riots, war, general strike, nationalization or communalisation of corporate assets.
6. The warranty does not cover:
 - a) Damage and malfunction not resulting from the Seller's fault, and in particular caused by: atmospheric discharge, flooding, mechanical impact, incorrect supply voltage or other external factors;
 - b) defects resulting from improper transportation, storage and use, in particular misuse of the goods.
7. The warranty shall cease to be valid in the event of any breach of its terms, in particular where:
 - a) the proof of purchase of the goods will be incompatible with the goods, or the data contained therein is illegible, or its contents have been altered in any way;
 - b) persons other than the Seller have tampered with the goods, in particular have made alterations, changes, repairs;
 - c) A person other than the Seller has removed the guarantee seal from the goods to which it was affixed.
8. The Seller's liability under the warranty shall be limited to the period of warranty indicated in the Data Sheet and shall be limited to the value of the goods determined at the retail price suggested by the Seller at the time of purchase and does not include the right to claim lost benefits due to defects of the product. Particularly, it does not include compensation for loss of time, temporary lack of use of the product, inconvenience, and the inconvenience or costs resulting from filing the warranty claims. The seller is not liable for damages caused by defective or faulty goods.

§ 6.
[LIMITATION OF LIABILITY]

1. Any liability of the Seller to the Buyer and third parties is excluded to the fullest extent permitted by applicable law.
2. The Seller's tort and contractual obligations towards the Buyer and third parties shall be excluded, subject to the mandatory provisions of the Polish Civil Code.
3. The Seller's liability towards the Buyer and third parties for possible damages that may be caused intentionally is limited to the unit price of the goods which caused the damage - as reflected on the Seller's invoice. This liability also excludes the right to claim reimbursement for lost profits or liability for indirect damages.
4. The Seller shall not be liable in particular for any damage caused by improper or unprofessional operation, normal wear, malfunction or incorrect or careless use.
5. Seller shall not be liable for claims of any third party arising in connection with the Buyer's use of the goods or the use of goods by unauthorized third parties, to the detriment of the Buyer.
6. Seller does not bear any responsibility for the Buyer's obligations towards third parties.
7. In the event of a third party brings legal action against the Seller for damages suffered by the person in connection with the goods and/or service, the Buyer undertakes to join the court proceedings on the Seller's side, if permitted by law, and support the Seller in the course of such proceedings and pay any fees related to such proceedings, including damages, court costs and costs of legal representation etc.
8. The Seller shall not be liable for failure by the Buyer to comply with the obligation to obtain any authorizations required by law.
9. The Seller is not liable for failure to perform or improper performance of obligations under the contract for the sale of goods and/or services, provided that failure to perform or improper performance of obligations is caused by circumstances beyond the control of the Seller, despite due diligence (force majeure). The circumstances referred to in the preceding sentence include, in particular, actions of nature forces, a disruption in social order, including strikes and riots, official measures, unrealized deliveries from the Seller's suppliers and other unforeseeable, inevitable and other serious adverse events. The occurrence of such events exempts the Seller from the obligation to comply with his obligations under the agreements concluded for the duration of the disturbance and its impact. The Seller is obliged to inform the Buyer about the situation, as soon as possible and do everything within his power to fulfill obligations based on the principle of good faith, as far as the conditions of the situation permit.

§ 7.
[FINAL PROVISIONS]

1. If any provision of the General Terms and Conditions is deemed invalid, unlawful or unenforceable for any reason, the other provisions of the General Terms and Conditions will be fully binding and effective as if the General Terms and Conditions were in force without such an invalid, unlawful or unenforceable provision. Any invalid provisions will be replaced by the relevant provisions of Polish civil law.
2. If the scope of the deemed invalidity or unenforceability prevents the achievement of an objective, the Seller and the Buyer undertake to commence negotiations in good faith without delay in order to replace the invalid or unenforceable provision by such a valid and effective provision which will to the fullest extent possible correspond to the intentions of the substituted provision.
3. The Parties undertake to notify each other of any change of address. If the other party is not notified of the change of address, the correspondence delivered to the previously indicated address is deemed to have been served and to produce all legal effects stipulated in it.
4. Any correspondence between the Seller and the Buyer via email is considered to have legal effects provided the message contains the following: the sender's email address, the date and the time the message was sent, the name of the sender. Anonymous messages will be deemed invalid.

5. The Parties agree that the changes to the GTCs by the Seller do not require an annex and that they will have legal effects from the moment they are published on the website www.sestec.pl.
6. In other matters not regulated by the GTCs, the provisions of Polish law, and in particular the Civil Code, shall apply. Any disputes shall be settled in accordance with the terms and conditions of the GTCs which were in force on the day of submitting the claim.
7. The court competent with respect to any and all disputes shall be the court having jurisdiction over the registered office of Sestec or – in accordance with Sestec’s preference – the court having jurisdiction over the Buyer’s registered seat.
8. Any disputes arising in connection with the General Terms and Conditions will be resolved amicably, and in the event of a failure to reach an agreement within 30 days, all disputes shall be resolved by the Polish Court locally and materially competent for the Seller’s registered office.
9. Polish language shall be the language of communication between the parties. In the event that the Buyer is unable to communicate in Polish, the parties agree to use English as the language of communication.
10. These General Terms and Conditions have been drawn up in Polish and English. In case of any discrepancies between the Polish and English versions, the Polish version shall be the binding version.
11. The Buyer’s claims for defects are subject to limitation after one year from the date of delivery of the goods.