



# PROTECH

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## GENERAL PURCHASE CONDITIONS (GPC) PROTECH Sp. z o.o.

### § 1. General provisions

- 1.1. These General Purchase Conditions constitute general conditions of contracts within the meaning of art. 384 § 1 of the Polish Civil Code and within this scope define and regulate the terms and conditions of entering and executing contracts for the sale/delivery of goods and/or services concluded by PROTECH Sp. z o.o. in Paniówki (Poland) as the receiving/ordering party.
- 1.2. Following terms used in these General Purchase Conditions shall have provided meaning:
  - a) „**PROTECH**” – PROTECH limited liability company under Polish law (PROTECH Sp. z o.o.) with its principal business seat in Paniówki hereinafter referred to also as „**Purchaser**”;
  - b) „**GPC**” – these General Purchase Conditions;
  - c) „**Seller**” – any legal entity or person, despite of its legal organizational form, which concludes with PROTECH an agreement on selling to PROTECH or delivering Goods and/or Service and/or providing Work within the meaning of Polish Civil Code;
  - d) „**Parties**” – both PROTECH and Seller collectively;
  - e) „**Subject of the Agreement**” – any Goods, Services and Work subject to an Agreement;
  - f) „**Goods**” – any products (movable things) offered by the Seller;
  - g) „**Service**” – actual and/or legal action performed by the Seller for PROTECH;
  - h) „**Work**” – a work within the meaning of the relevant provisions of the Polish Civil Code and/or construction works;
  - i) „**Technical Documentation**” – all documents providing the technical specification of the Subject of the Agreement (e.g. drawings, sketches, descriptions, tables, etc.);
  - j) „**Agreement**” – agreement on sale or delivery of Goods, Services and/or agreement on providing Work being concluded upon PROTECH’s Order;
  - k) „**Order**” – declaration made in the name of PROTECH by an authorized person to Seller and including the will of concluding an Agreement;
  - l) „**Materials**” – definition included under § 3 para. 3 GPC;
  - m) „**Delivery**” – definition included under § 4 para. 1 GPC;
  - n) „**Release**” – definition included under § 4 para. 1 GPC;
  - o) „**Seller’s employees**” – definition included under § 8 para. 3 GPC;
  - p) „**Price**”/„**Prices**” – definition included under § 9 para. 1 GPC;
  - q) „**Confidential Information**” – definition included under § 11 para. 1 GPC;
  - r) „**Complaint Notification**” – definition included under § 12 para. 4 GPC;
  - s) „**Force Majeure**” – external causes beyond the reasonable control of the Parties and their partners and suppliers (e.g. strikes, epidemics, military acts, fire, flood) which could not have been foreseen;
  - t) „**INCOTERMS**” – „International Commercial Terms” published by the International Chamber of Commerce (ICC) in Paris, being in force at the date of concluding the Agreement.
- 1.3. GPC are available on the website ([www.protech-polska.pl](http://www.protech-polska.pl)) – with the possibility of downloading them on a Seller’s memory device with the possibility of their repeated pre-viewing.
- 1.4. These GPC constitute an integral part of every Agreement to be concluded among PROTECH and Seller. Conclusion of an Agreement which provisions deviate from GPC excludes only the application of those provisions of these GPC which have been regulated differently under the Agreement.
- 1.5. Should PROTECH maintain with Seller a regular business relationship, accepting GPC by the Seller within the first Order will deem as accepting GPC in relation to any subsequent (further) Orders and Agreements. So accepted GPC will apply until they will be changed or revoked. PROTECH will inform the Seller about the fact of changes in GPC or their revocation.

### § 2. Conclusion of Agreement

- 2.1. The basis for the conclusion of an individual Agreement is an Order submitted by PROTECH to the Seller.

- 2.2. PROTECH places Orders in writing by sending the appropriate statement to the Seller by e-mail, fax, registered letter or courier. The Agreement is concluded upon Seller’s confirmation on the acceptance of the Order submitted by PROTECH. The Seller should confirm the acceptance of the Order within three (3) days from the date of its receipt by sending PROTECH a relevant declaration by e-mail or fax. If the Seller fails to confirm the Order within three (3) days from the date of its receipt, PROTECH reserves the right to withdraw from the Order. Placing an Order and confirming it is tantamount to acceptance of these GPC.
- 2.3. The quantity of Goods specified in the Order and/or specification of the Subject of the Agreement is binding. Each change of the Subject of the Agreement – including both the quantity of the Goods and the date of delivery, requires each time a prior consent of PROTECH. In particular, in the case the Goods contain raw materials or materials (eg. steel, etc.), the Seller willing to make a Delivery which, in accordance with commonly used practices in the course of trade, will differ from the quantity of ordered Goods, should receive a prior authorization from PROTECH before such a Delivery.
- 2.4. PROTECH reserves the right to request from the Seller a trial series of the Goods before submitting an Order.

### § 3. Execution of Orders – general provisions

- 3.1. The Seller is obliged to deliver the Subject of the Agreement in accordance with the description contained in the Order and Agreement and in the Technical Documentation.
- 3.2. If, due to the nature of the Subject of the Agreement, the scope of the Services or Work requires materials to be used, the Service or Work will be made from Seller’s own materials previously accepted by PROTECH. These materials should be appropriate for the subject of the Agreement and purpose. At the request of PROTECH, the Seller will present samples of materials. The costs of materials necessary to deliver the Goods and/or perform the Service/Work have been included in the remuneration (Price).
- 3.3. In the case PROTECH entrusts materials and/or tools (hereinafter „**Materials**”) to Seller, PROTECH’s ownership rights also include items resulting from the processing of the Materials provided by PROTECH. In the case of merging and/or mixing the Material, PROTECH acquires the right of joint ownership in the result of the merger/mixing of items corresponding to the ratio of the value of the Material to value (cost of purchase of a new item plus VAT) of the item resulting from the merger and/or mixing. The Seller is obliged to store the Material, whose title of ownership belongs in whole or in part to PROTECH, at his own expense and the Material shall be adequately protected and supervised (in particular, the Seller is obliged to insure such Material against loss, destruction, loss). In the event of a pledge or attempt of pledge or in case of an execution of the Material or any other interference of third parties or public administration bodies, the Seller is obliged to inform PROTECH about this fact immediately and provide PROTECH with all documents necessary to protect its rights. The Seller bears all costs of protecting the rights of PROTECH in such cases. If tools are made available, the Seller undertakes to use those tools only for the purpose of executing the Order.
- 3.4. At each PROTECH’s request, the Seller undertakes to submit a declaration of origin of the Good and/or Work in accordance with the applicable provisions of law.

### § 4. Execution of Orders – Delivery

- 4.1. The Seller delivers the subject of the Order to the address indicated in the Order (hereinafter „**Delivery**”). Deliveries will be made in the DDP formula. The Subject of the Agreement is issued upon the delivery of the Subject of the Agreement to an authorized PROTECH’s employee at the place indicated in the Order (hereinafter the „**Release**”). It is necessary to confirm the effectiveness of the Release. Along with the Subject of the Agreement, the Seller releases its current Technical Documentation and other documents.
- 4.2. Partial deliveries are excluded, unless PROTECH agrees to them in writing.
- 4.3. The Seller packages the Subject of the Agreement in accordance with the indication contained in the Order. If the Order does not specify the method of packaging, the Seller is obliged to package the Subject of the Agreement in a way normally used in trade. The packaging costs are born by the Seller. The Seller bears financial responsibility for any damage to the Deliveries (destruction, missing items, partial damage, etc.) resulting from the improper or inadequate packaging. The subject of the Agreement, in particular the Goods, shall be packaged in a way that guarantees its non-defective

delivery to PROTECH. The packaging of the Subject of the Agreement in a manner inconsistent with the provisions of the previous sentence constitutes a defect of the Subject of the Agreement.

- 4.4. The Seller will pay PROTECH a contractual penalty for a delay in delivery of 1% of the value of the Order for each week of delay - no more, however, than for 10 (ten) weeks. Penalties do not apply in the event that the delay occurred as a result of Force Majeure. The right to demand a contractual penalty does not exclude the statutory rights to claim by PROTECH compensation from the Seller due to the delay in the delivery. Additional costs of PROTECH related to the Seller’s reminder to make delayed delivery shall be borne by the Seller. PROTECH’s acceptance of a delayed delivery does not imply that PROTECH will withdraw from requiring any receivables due to the delay. If the delivery date of the Subject of the Agreement is not met and/or if the Delivery is incomplete or contains a larger quantity than ordered, and/or if it is not consistent with the Order and/or Technical Documentation, PROTECH reserves the right to refuse to accept the Delivery in writing, by fax or by electronic means or in another agreed manner. In the event of delays, PROTECH reserves the right to withdraw from the Agreement on the terms provided under § 13 para. 2-4 GPC.
- 4.5. The Seller is obliged to inform PROTECH about any possibility of delay of the Delivery.

### § 5. Transfer of risk and transfer of ownership

- 5.1. The Goods will become the exclusive property of PROTECH at the latest when the Deliveries are executed. In the case of the purchase of Goods for production purposes (raw materials or semi-finished products), their ownership title passes to PROTECH at the time of their identification, and at the latest at the moment referred to in the previous sentence. The Seller hereby agrees that PROTECH may use methods to individualize such Deliveries. The above also applies to the performance of the Work.
- 5.2. During the execution of the Order and before the Delivery is carried out, PROTECH reserves the right to control production processes related to the Delivery of Goods and to control the Goods in the plants of the Seller or his subcontractors (if Seller uses such). The Seller hereby agrees to grant PROTECH free access to his facilities at any time and to provide access to his subcontractors’ facilities as requested by PROTECH as well as to enable PROTECH to test the Goods included in the Delivery, without limiting the Seller’s liability, including liability under warranty and guarantees. The above also applies to the performance of Work.
- 5.3. The risk of accidental loss or damage of the Goods and/or Works passes to the Buyer at the time of the Release, regardless of the conditions of the Delivery included in the Order.

### § 6. Acceptance procedure (Goods)

- 6.1. Quantitative receipt of the Goods is made at its Delivery, unless the quantitative inspection of the Goods at such time turns out to be impossible or will be excessively difficult (eg. due to the specificity of the Goods or the way of packaging). In such cases, PROTECH will make a quantitative receipt within seven (7) days from the date of Delivery.
- 6.2. PROTECH reserves the right to refuse to accept all or parts of the Goods if, during the inspection, it will identify quality defects or discrepancies in the quantity of the Goods comparing to the indication in the Order. Similarly, PROTECH has the right to refuse to accept the Goods in the event of damage in the packaging of the Goods and/or other breach of the Agreement.
- 6.3. In the event that during the inspection defects and/or discrepancies in the quantity of the Goods will be identified, the Seller is obliged to deliver the Goods free of defects and/or supplement the outstanding amount of Goods within seven (7) days from the date of receipt, unless the Parties will jointly set another date or other settlement. When the receipt is made after the Delivery, the Seller is obliged to collect the defective Goods within two (2) days from the date of PROTECH’s notification regarding the defects. PROTECH notifies the Seller by phone, via e-mail or fax. In the event of non-acceptance of the Goods, PROTECH is entitled to return the defective Goods to the Seller at Seller’s own cost and risk, or to storage them by a third party under the same conditions. The Seller hereby authorizes PROTECH to conclude an appropriate storage agreement on his behalf.
- 6.4. If the quantity of the delivered Goods is greater than indicated in the Order, and the quantity acceptance has been made after the Delivery date, the Seller is obliged to collect the surplus within two (2) days from the date of PROTECH’s



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notification regarding this fact. PROTECH notifies the Seller by phone, via e-mail or fax. In the event of non-collection of the Goods in such a manner and in such a period of time, PROTECH is entitled to return the defective Goods to the Seller at Seller's own cost and risk, or to storage it by a third party under the same conditions. The Seller hereby authorizes PROTECH to conclude an appropriate storage agreement on his behalf.

6.5. For the avoidance of doubt, it is undertaken that the delivery of the defective Goods or Goods otherwise inaccurate with the Order (eg. quantity defects, damaged packaging) will be treated as non-performance/improper performance of the Agreement. In such a case, the Seller will be liable for damages which PROTECH will suffer due to such circumstances.

## § 7. Acceptance procedure (Services and Works)

7.1. The acceptance (confirmation of performance) of the Service (Work) is confirmed by an acceptance report. To avoid any misunderstandings, the provisions of this § 7 GPC apply to both the performance/acceptance of the Service and the Work. To the extent not covered by this § 7 GPC, the provisions of § 6 GPC shall apply by analogy.

7.2. The Seller shall notify PROTECH of readiness to accept the Service (Works) in writing, via e-mail (to the e-mail address indicated in the Order) or by fax. The Seller is obliged to attend the acceptance of the completed Service (Work) at the place indicated by PROTECH within three (3) working days from the date of such notification.

7.3. The Service (Work) is considered to be completed at the moment of signing of the acceptance protocol by PROTECH with a "no reservations" clause. Signing a protocol with such a clause does not release the Seller from liability for defects which will become apparent after the acceptance. In case when the Order and/or the circumstances of accepting the Order and/or the general practice in the Seller's industry results in the necessity to prepare the Technical Documentation by the Seller, the Seller is obliged to provide PROTECH with such Documentation no later than at the moment of signing the acceptance protocol.

7.4. If the nature of the Service (Work) allows for this, the acceptance protocol will be signed after conducting an inspection at the place of performance of the Agreement (Works). In the event that due to the nature of the Service (Work) such an inspection cannot be carried out, the acceptance protocol will be signed upon receiving a report prepared by the Seller (and/or another entity designated by PROTECH) along with any documentation on the performance of the Service (Work). There will be an inspection conducted at the day of signing the acceptance protocol, unless the Parties jointly decide to conduct it at another date.

7.5. If during the acceptance and/or inspection or examination of Seller's report any defects will be identified, PROTECH will give the Seller a deadline for their removal (not later than seven (7) days from the date of unsuccessful acceptance - unless the Parties jointly agree another date). If the removal will not be performed within such a deadline, PROTECH may at its own discretion:

- refuse to accept the Service (Work) if the defects are significant and to terminate the Agreement at Seller's fault
- accept a defective Service (Work) and unilaterally reduce the price; or
- demand the performance of the Agreement from the beginning.

7.6. The delivery and acceptance protocol signed by both parties with the "without reservations" clause constitutes the basis for the Seller to issue an invoice covering the Price.

7.7. If not otherwise indicated in the Order, the Seller shall pay PROTECH a contractual penalty for delay in performance of the Service (Work) or removal of defects in the Service (Work) in the amount of 0.5% of the gross value of the Subject of the Agreement (value of the part of the Service/Work for which the Seller is in delay or which has been defective) - for each commenced day of delay. PROTECH reserves the right to claim supplementary compensation from the Seller on general terms.

## § 8. Execution of Orders - safety and legal compliance (compliance)

8.1. The Seller undertakes that the Subject of the Agreement shall be consistent with the standards and established customs prevailing in the industry in which it operates, as well as with the applicable provisions of national and European Union law and accepted standards in the areas of health, safety, environmental protection and labour law. In addition, the Seller undertakes that the Subject of the Agreement will meet all

legal requirements necessary to allow the Subject of the Agreement to be traded or used, or to be considered properly made, in Poland as well as in the territory of each Member State of the European Union. With the first delivery, the Seller will issue PROTECH certificates confirming that the Subject of the Agreement meets such requirements, as far as their release as to a specific Subject of the Agreement is legally permissible.

8.2. The Seller is obliged to comply with the applicable fire and safety regulations and environmental protection (in particular relevant to the place of performance of the Agreement) and, to the extent to which the Order is executed at PROTECH's premises, safety rules, health and safety rules and other requirements applicable at those premises.

8.3. The Seller ensures that all persons employed by him due to the performance of the Subject of the Agreement, in particular his employees, persons whom he entrusts or which he uses during his performance (hereinafter referred to as "Seller's Employees") will be - prior to their starting their works at the premises of PROTECH due to performance of the Subject of the Agreement - instructed on the health and safety requirements referred to in para. 2 above and will be obliged to comply with those requirements. In the event of non-compliance of Seller's employees with the health and safety requirements, PROTECH reserves the right to stop the work of each Seller's employee and/or to expel him from the premises (on which fact the Seller will be notified). Cases of violation of these health and safety requirements by Seller's Employees may be the basis for charging the Seller with a contractual penalty in the amount of PLN 100.00 for each infringement.

## § 9. Price and payment terms

9.1. For settlements between the Parties, as binding, the prices specified in the Order (hereinafter "Price" or "Prices") are assumed. To those Prices the VAT is added at the rate resulting from the relevant legal provisions.

9.2. The price deems as fixed and covers all costs related to the implementation and execution of the Agreement (including costs of materials, project implementation, licenses for intellectual property rights, production costs, packaging, transport, insurance, etc.).

9.3. Settlements between the Parties are made on the basis of invoices.

9.4. Unless the Parties have agreed otherwise, the price for the purchased Goods should be paid within thirty (30) days from the date of invoice issuance. Any payments of receivables resulting from invoices PROTECH executes by wired-transfer to the Seller's account indicated in the invoice. The day of crediting the Seller's bank account deems as the day of payment.

9.5. The invoice may be delivered via e-mail to the following address: [invoice@protech-polska.pl](mailto:invoice@protech-polska.pl), at any time PROTECH may withdraw consent to deliver invoices in this mode by notifying the Seller in writing, electronically by e-mail or by fax. Under the terms set out in this paragraph, PROTECH accepts only electronic invoices in pdf format.

9.6. Without PROTECH's consent, the Seller is not entitled to transfer the claim resulting from the Agreement to a third party.

## § 10. Intellectual and industrial property

10.1. The Seller bears full responsibility for the validity of intellectual property rights (including industrial rights) related to the Goods, Services and/or Works covered by the Order and, if there are intellectual property rights (including industrial rights) of third parties, for the unlimited use of these rights for the Goods, Services and/or Works included in the Order. If the Seller delivers PROTECH Goods that violate the rights of third parties (eg. patents, industrial designs, copyrights and others), the Seller undertakes to release PROTECH from any liability in connection with the violation of these rights and to cover any possible third parties' claims. The Seller undertakes to repair all damages and reimburse the costs incurred to PROTECH as a result of partial or total non-performance of the Agreements binding PROTECH with its clients in relation to the Subject of the Agreement due to Seller's breach of the above mentioned obligations, including compensation that PROTECH may be obliged to pay to its clients for non-performance and additional costs caused by the need to make changes in the Goods, Services and/or Works. In addition, PROTECH reserves the right to withdraw from the Agreement in accordance to § 13 para. 2-4 GPC.

10.2. For indefinite period of time, the Seller grants PROTECH a non-exclusive, royalty-free license to use intellectual property rights to the Subject of the Agreement and/or related to

the Subject of the Agreement, in particular to tools, equipment and parts and their drawings, technical documentation and know-how. All licenses granted by the Seller include the right to grant further licenses (sub-licenses). In addition, the Supplier undertakes, at PROTECH's first request, to provide PROTECH with all drawings, technical documentation and know-how related to tools, equipment or parts. If the Subject of the Agreement is executed for an individual and exclusive PROTECH order, the above rules apply with the difference that the granted license is exclusive and PROTECH has the right to make changes to objects covered by these intellectual property rights.

## § 11. Confidentiality

11.1. Any information disclosed to the Seller by PROTECH or its representatives, including technical, industrial, commercial and financial information, regardless of how it was delivered (verbal, written or otherwise), including design, drawings, descriptions, specifications, calculations of reports, computer disks, software and documentation related to, samples, prototypes, etc. are confidential ("Confidential Information"). Confidential Information also includes information disclosed to the employees and intermediaries of the Seller, Seller's suppliers, subcontractors, representatives or permanent or temporary employees during the execution of an Order.

11.2. Confidential Information may be used only in connection with the execution of the Order. The Seller will exercise due diligence to ensure that Confidential Information is not disclosed to any third party. In the event of non-compliance with this confidentiality obligation, § 13 para. 2-4 GPC shall apply.

11.3. In the event of the execution of an Agreement, the confidentiality obligation set out in this paragraph shall remain in force for five (5) years. In the event of non-execution of an Agreement, this confidentiality commitment will remain in force six (6) years from the date of submission of the Order by PROTECH. The Seller is obliged, at the first request, to return to PROTECH or destroy (as indicated by PROTECH) Confidential Information and/or other documents relating to the Order, regardless of whether it is confidential or not, without preserving any copies thereof, unless PROTECH grants prior and express preservation approval.

## § 12. Defects and liability for the Product

12.1. The Seller gives a guarantee of quality [gwarancja jakości] and warranty [reklamacja] for the delivered Subject of the Agreement for a period of thirty-six (36) months from the Date of Release of the Goods and/or thirty-six (36) months from the date of providing the Service (Work) to PROTECH.

12.2. As part of the quality guarantee granted, the Seller guarantees at least that:

- the Subject of the Agreement meets the features, properties and quality indicated in the Order;
- in the event that the Subject of the Contract has been created based on the Technical Documentation provided by PROTECH, the Subject of the Agreement fully corresponds to the description contained in the Technical Documentation;
- the Subject of the Agreement corresponds to the statutory requirements regarding safety and environmental protection applicable in the European Union countries;
- the Subject of the Agreement does not infringe the rights of third parties (eg. patents, industrial designs, copyrights and other rights) and with respect to the Subject of the Agreement all necessary licenses and permits have been obtained.

12.3. Within seven (7) days after the conclusion of the Agreement, in any case on the day of its execution at the latest - at Release of the Goods and/or receipt of the Service, the Seller shall provide PROTECH with a warranty document and a document containing a detailed description of the use and maintenance of the Subject of the Agreement. If the Seller fails to provide such a document, the Subject of the Agreement shall be used and maintained in a manner customarily accepted due to its type, and its use and maintenance performed by PROTECH may be considered incorrect only if it was carried out in a manner of inappropriate nature of the subject of the Agreement and the Seller or other entity knew or could easily find out that the usage or maintenance is incorrect. In the event that the Seller fails to provide a guarantee document, the Agreement concluded on the basis of these GPC constitutes a guarantee document within the meaning of art. 577 § 1 of the Polish Civil Code.

12.4. In the case of defects in the Subject of the Agreement, PROTECH may submit to the Seller a complaint notification (hereinafter "Complaint Notification") by letter, e-mail, fax or



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- other manner accepted by the Parties specified in the documents related to the Order. The above Complaint Notifications may also be submitted by fax, to addresses or numbers used by the Seller in business operations.
- 12.5. The Seller will respond to PROTECH's complaint within a maximum of seven (7) days. The lack of a Seller's written position within such time shall deem as acceptance of the submitted complaint in its entirety.
- 12.6. Submission of a Complaint Notification by PROTECH will be considered as a declaration submitted under the warranty, unless from the circumstances, or in particular from the content of the complaint, will result differently.
- 12.7. If the rights from warranty are executed, PROTECH may, at its discretion, withdraw from the Agreement or part thereof (if the defect relates to a part of the Subject of the Agreement), or demand a price reduction by the Seller in proportion to the extent to which the defect limits the usage or functionality of the Subject of the Agreement for PROTECH, in particular taking into account the purpose of concluding the Agreement by PROTECH.
- 12.8. If the rights from warranty are executed, PROTECH may, at its discretion and according to the type of the Subject of the Agreement, demand to repair the Subject of the Agreement or its replacement with a Subject free from defects (i.e. a new one). The Seller may not refuse to remedy the defect, to repair the Subject of the Agreement or to exchange it for one Subject free of defects, even if it would require excessive costs. All the necessary costs associated with the removal of the defect or replacement of the Subject of the Agreement for a Subject free from defects shall be borne by the Seller. PROTECH may also, with the consent of the Seller, remove the defect on its own.
- 12.9. Each complaint submitted during the warranty and/or guarantee period extends the warranty and or guarantee periods by the time counted from the date of the Complaint Notification to the day of removal of the defect/fault notified. When the Subject of the Agreement has been replaced, warranty and guarantee for such Subject, runs from the beginning from the date of replacement. All the necessary costs associated with the removal of the defect or replacement with a Subject free from defects shall be borne by the Seller. PROTECH may also, with the consent of the Seller, remove the defect itself.
- 12.10. PROTECH is entitled to assign rights under the warranty and/or warranty granted by the Seller to third parties with the right to make further assignments by these third parties.
- 12.11. The complaint will be settled on the date set by the Parties.
- 12.12. In the event of a dispute regarding the existence of a defect, PROTECH has the right to choose a unit from among market-recognized research units competent for the Subject of the Agreement, which will verify the existence of the defect. The cost of the examination shall be borne by the Party whose position in the dispute has not been confirmed. In this case, the deadline for complaint processing runs from the time of its acceptance by the Seller, and when the Seller has not accepted it - from the moment the opinion has been given by the above indicated entity.
- 12.13. The Seller authorizes PROTECH to replace defects at its exclusive cost and risk, if the Seller does not delete them within an appropriate time, which applies in particular when the Seller:
- did not remove the defect;
  - removed the defect in an inappropriate, ineffective manner;
  - did not provide the Subject of the Agreement;
  - did not complete the delivery in terms of quantity within the deadline specified in the Agreement; and/or
  - did not replace the Subject of the Agreement with a Subject free from defects.
- 12.14. In the event PROTECH accepts substitute performance, any possible contractual penalties are calculated until the due date of executing substitute performance by a third party will be confirmed in a relevant document.
- 12.15. In the event of an irreconcilable conflict between the contents of these warranty rights and those contained in the warranty document provided to PROTECH, priority is given to provisions of these GPC. In order to repeal potential doubts, delivering PROTECH a guarantee document does not limit PROTECH's rights indicated in GPC, in particular the rights with respect to warranty and guarantee.
- 12.16. If PROTECH delivers Technical Documentation with the Order, the Seller will not be liable for any errors contained in the Technical Documentation, and the Subject of the Agreement meeting requirements specified in the Technical Documentation will not be considered as defective. The Seller may not make changes to the Technical Documentation without the written consent of PROTECH.
- § 13. Withdrawal from the Agreement and cancellation of the Order**
- 13.1. Subject to other provisions of the Agreement and/or applicable law, PROTECH may withdraw from the Agreement also in the following cases:
- the Seller is delayed in Delivery of all or part of the Subject of the Agreement;
  - the Subject of the Agreement is defective or in any other way non-compliant with the Agreement;
  - the Seller did not settle the complaint in a manner or within a date specified in the Agreement. In such a case, PROTECH may, at its option, submit a statement of withdrawal from the entire Agreement or withdrawal from the Agreement in a part covering the defective Subject of the Agreement and/or otherwise non-compliant with the Agreement and/or Subject of the Agreement not delivered within specified timeframe.
- 13.2. The declaration of withdrawal from the Agreement must be made in writing under pain of nullity. For the effectiveness of such a declaration, it is not necessary to contact the Seller with any other statements or requests.
- 13.3. In the event of withdrawal from the Agreement without Seller's fault and when the Seller has already started with the execution of the Subject of the Order, the Seller is entitled to remuneration in the amount of documented costs already incurred. PROTECH has the right to demand the issuance of any effects of the Seller's work.
- 13.4. Withdrawal from the Agreement does not limit or cancel any PROTECH rights in connection with the failure/non-performance of the Agreement by the Seller, before the date of withdrawal as well as after that date. In particular, the withdrawal from the Agreement does not constitute a Seller's waiver from liability for damages towards PROTECH, which in particular also applies to PROTECH's right to demand contractual penalties specified in the Agreement and these GPC.
- 13.4. In the event that the Seller has not started with the execution of the Object of the Order, PROTECH has the right to cancel the Order without any liability towards the Seller.
- § 14. Applicability of GPC and excluded application of Seller's general terms and conditions**
- 14.1. GPC are applicable from the date they are made available to the Seller by PROTECH and are binding until they will be replaced by any subsequent general terms of purchase determined by PROTECH. Making GPC available to the Seller means also publishing them on a website ([www.protech-polska.pl](http://www.protech-polska.pl)) and informing the Seller about this fact.
- 14.2. GPC can be changed by PROTECH at any time. The amended GPC enter into force upon their publication on the website of PROTECH.
- 14.3. Any individual provisions of an Agreement proposed by a particular Seller and deviating from GPC will bind PROTECH only if PROTECH in writing explicitly accepts their inclusion into the Agreement. Buyer's standard contract forms, in particular his general conditions of contracts, contract templates or internal regulations, do not apply to the Agreement.
- § 15. Severability clause**
- In the event of the ineffectiveness of individual provisions of these GPC, remaining provisions of these GPC and Agreements concluded on their basis shall remain valid. Ineffective provisions will be replaced by other provisions which are most suitable to the economic purpose of provisions to be replaced.
- § 16. Final Provisions**
- 16.1. Agreement and these GPC shall be exclusively governed by the law of Republic Poland. The provisions of the United Nations Convention of 11.04.1980 on the International Sale of Goods shall not apply. In cases not covered by these GPC, provisions of the Polish Civil Code shall be applicable.
- 16.2. The exclusive jurisdiction for all disputes arising out of Agreements concluded on the basis of these GPC has the court having jurisdiction in place where PROTECH has its principal business seat.
- 16.3. All modifications to the Agreement and GPC require a written consent to be valid.
- 16.4. In case of differences between the various languages versions of these GPC, the Polish language version shall prevail.
- 16.5. This GPC were adopted by resolution of the Management Board of PROTECH No. 1 of August 06, 2018 and are valid from the date of their adoption.