

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
SHM System Sp. z o.o. Sp. komandytowa

of 17 November 2021

§ 1.

General provisions, scope of application

1. These General Terms and Conditions of Sale and Delivery (the "GT&C") apply to any and all legal relationships (offers, agreement negotiations, agreements) between SHM System Sp. z o.o. Sp. komandytowa ("SHM") and its clients (the "Clients") concerning the sale or delivery of the products offered by SHM (the "Products") and the provision of services by SHM to the Clients.
2. These GT&C constitute an integral part of the legal relationship between SHM and the Client, unless it is expressly agreed otherwise. Any and all arrangements deviating from these GT&C shall become legally binding only if they are expressly offered by SHM or if they are expressly accepted by SHM following a proposal from the Client; acceptance shall be in writing.
3. Once an RFP has been sent to SHM or once SHM has presented an offer or a proposal of cooperation, the Client confirms that he accepts the fact that sale, delivery, and provision of services by SHM takes place in accordance with these GT&C. SHM reserves the right to amend these GT&C at any time. The amendments shall come into effect at the moment of informing the Client about them (it shall be sufficient to send the amendments to the GT&C by e-mail) and with respect to any and all legal relationships between SHM and the Client initiated or established after the Client has received the amended GT&C.
4. The general terms and conditions of the Client shall not bind SHM, unless SHM agrees to it in writing. This shall also apply to a situation where the Client's general terms and conditions have been attached to an order, a confirmation of acceptance of an offer, or another document.

§ 2.

Offers and orders

1. Any and all offers, price lists, product descriptions, brochures, etc. of SHM are not binding and may change or be discontinued at any time, unless SHM has expressly stated otherwise.
2. The prices specified in the SHM price list may change without advance notice. Any and all invoices shall be issued according to the price in force at SHM at the moment of receiving the order. The current price list shall be provided at the request of the Client. The prices stated in the price list are net prices in EUR.
3. An agreement with SHM shall be deemed to have been executed only on the day on which SHM confirms that it has been executed. Confirmation of agreement execution shall take place in the form of a written confirmation of an order, the signing of an agreement, or the fulfillment of an order by SHM.
4. All SHM offers shall be valid for 30 days from the day of being made, unless the offer expressly provides otherwise. Subsequently, the terms of the agreement and the prices may change without the need for the other party to be informed. In order to receive an up-to-date offer, a new RFI needs to be made.
5. Order confirmation from SHM shall contain a detailed description of the object of the order. If SHM is not informed about a change or if SHM's attention is not pointed to a discrepancy within three business days of receiving an order confirmation, the Client shall no longer have the right

to make changes and the parties shall be bound by the agreement worded as per SHM's order confirmation.

6. Any and all representations made in a text form or sent electronically (e-mails, text messages etc.) shall be deemed to constitute a written representation by the given party. Such representations shall be deemed to have been delivered at the moment of their receipt by the addressee.

§ 3.

Order fulfillment

1. A Client may place orders with SHM personally or via a third party authorized to act on behalf of the Client. An order placed by an authorized person shall be deemed to constitute an order placed on behalf and for the account of the Client.
2. The parties shall be bound by Polish legal regulations, unless they have expressly agreed that order fulfillment is to be governed by other legal regulations.
3. SHM shall not be obliged to take into account the subsequent modifications made to the order by the Client. In the event of a change of an order once it has been accepted by SHM, SHM may charge the Client with additional costs related to the fulfillment of the modified order. In such a case, SHM shall have the right to issue an additional VAT invoice with respect to the costs incurred as a result of order modification.

§ 4.

Packaging and delivery

1. Unless agreed otherwise in writing, packages shall be shipped as soon as SHM receives the payment in accordance with § 5, below. Orders shall be shipped via a courier company, at the Client's cost. The Client shall have the right to specify the preferred courier company.
2. SHM reserves the right to make partial shipments if circumstances beyond its control delay the completion of a part of the order.
3. SHM shall make any and all efforts in order to ensure that none of the ordered Products are missing from the shipment and shall properly secure the Products for the duration of transport. The buyer shall open and inspect the package immediately upon receiving it, in the presence of the courier, and shall inform the courier, at that time, about any and all damage, defects, and deficiencies of the ordered goods, and shall produce the relevant report.
4. If the Client fails to comply with the obligation specified in § 4.3, he shall no longer have the right to make claims on account of the Product's non-compliance with the order or claims for damages towards SHM and the carrier.
5. SHM shall not be liable for the delays caused directly or indirectly by strikes, accidents, actions of carriers, and other circumstances caused by force majeure or occurring without the fault of SHM.
6. As of the moment of SHM handing over the ordered Products to the carrier and receiving a hand-over confirmation together with specifications (statement of the quantity of the Products), the risk of loss or destruction of the Products during transport shall be transferred to the Client.
7. The costs of shipment and the fee for insuring the package are accepted by the Client at the moment of placing the order. The Client shall have the right to pick the courier company and the method of transport.
8. The Client shall carry out, properly and on time, any and all preparatory and auxiliary activities with respect to Product delivery (including obtaining any and all permissions from the relevant

authorities). At the moment of placing the order, the Client shall provide SHM with the information and materials necessary to deliver the Products and shall inform SHM in writing of any and all regulations and guidelines, as well as specific elements, that have to be taken into account in order to ensure proper performance of the agreement by SHM.

§ 5.

Price and payment

1. The prices specified in the offer are gross prices, which shall be increased by the relevant VAT/tax and other fees, such as customs duty, excise duty, etc. if, in the given case, SHM is obliged to pay them. The public imposts for the shipment are not included in the offer and shall be covered by the Client on his own.
2. The order shall be carried out in accordance with the offer or the agreement. Concurrently to the shipment from SHM, an invoice being the basis for making the payment to SHM shall be delivered to the Client. The Client agrees for the invoice to be sent electronically, to the e-mail address specified by him. The payment deadline shall be 14 days of the date of the invoice. If defects or deficiencies are found in the ordered goods in accordance with § 4.3, this shall not release the Client from the obligation to pay the invoice on time.

§ 6.

Returns

The Products purchased from SHM or delivered by SHM are not subject to return or replacement.

§ 7.

Statutory warranty and guarantee

1. The parties agree and the Client, by placing the order, confirms his acceptance of the fact that if defects are found in the delivered Products, the liability of SHM shall be limited exclusively to the obligation to deliver non-defective goods to the Client's address or to another location specified by the Client. This shall apply both to the defects discovered to an extent covered by statutory warranty and the defects that manifest themselves during the guarantee period. In particular, SHM shall not be liable for the costs related to the need to disassemble the Product or deliver it to the premises of SHM.
2. SHM shall verify the Client's claims related to the defectiveness of the Product within up to 14 days of its delivery to the premises of SHM. If SHM recognizes the Client's claim under statutory warranty or under the guarantee as legitimate, it shall send a non-defective Product to the Client's address or to another address specified by the Client, at its own cost, but at the risk of the Client.
3. Any and all claims with respect to agreement rescission, reduction of the price, or substitute performance shall be excluded.

§ 8.

Limitation of SHM's liability for the Product

1. SHM's liability depends on the applicable Polish legal regulations. However, SHM shall in no case be liable for indirect and consequential damages, lost profits, unrealized savings, and the losses caused by a delayed delivery of the Product.
2. Furthermore, SHM shall not be liable for any losses caused by any of the following:

- a) defective transport and/or storage;
- b) defective installation and/or assembly outside of the assembly environment;
- c) improper use of the Product or any use in discordance with the agreement or intended purpose;
- d) insufficient maintenance and/or improper replacement or repair of the Product;
- e) force majeure, including but not limited to acts of God, ice, snow, fire, strike, war, terrorist attacks, epidemics and/or pandemics, and orders of authorities;
- f) losses or expenses caused as a result of Product installation, as well as costs that could occur in connection with the purchase, transport, or use of the Product.

§ 9.

Duration and terms of Product guarantee

1. SHM grants a guarantee for the Product for a period of one year from its delivery to the Client.
2. The guarantee shall cover exclusively Product defects in terms of workmanship and materials and shall not include the fitness of the Product for specific use. By placing an order, on the basis of the technical parameters of the Product, the Client himself, at his own risk and responsibility, evaluates the fitness of the Product for his purposes. A proposal in terms of design or use of the Product, as presented by SHM in response to an inquiry from the Client, shall be purely informational in nature and shall not be a basis for the Client to make claims to SHM.
3. The one-year guarantee period shall recommence on the day of delivery of a replacement Product or a repaired Product by SHM.
4. The assistance provided by SHM in the course of determining or removing defects, if any, shall not be deemed to constitute a recognition of any guarantee obligation of SHM.

§ 10.

Scope of SHM's liability

1. This document shall not apply to SHM's services in terms of the installation or placing of the delivered Products. These services are provided by SHM on the basis of separate agreements. However, SHM provides advisory and support services with respect to processes such as analysis, planning, and optimization of the operations related to using SHM's Products.
2. Unless expressly agreed otherwise, SHM shall be liable towards the Client exclusively in terms of due diligence related to fulfilling the order and shall not be liable to any degree for the results of the installation/use of the Product. SHM's services are based on the documents provided by the Client or an entity acting for and on behalf of the Client. The Client shall be responsible for ensuring that the documents are up-to-date, complete, and correct.

§ 11.

Obligations of the Client

1. The Client shall comply with any and all instructions, including installation and processing instructions, provided by SHM, including on the packaging, on the Products, in brochures, and in technical documents.
2. The Client shall comply with the applicable legal regulations and SHM's declarations of conformity that concern hazardous goods while transporting, storing, and handling them.

3. If the Client fails to comply with the said requirements, this shall exclude SHM's liability on account of both statutory warranty and guarantee, as well as its liability for proper performance of the agreement concerning Product delivery or sale.

**§ 12.
Confidentiality**

1. The Client shall take any and all steps necessary to keep confidential, for an indefinite period of time, any and all information acquired by the Client or an entity acting on his behalf in the course of placing an order with SHM and in the course of SHM fulfilling that order. This concerns in particular the technological solutions used in the Products and the proposed applications of the Products presented by SHM to the Client.
2. Any and all information that is not common knowledge, and the confidentiality of which constitutes an interest of SHM, shall be considered confidential.
3. The Client shall refrain from any and all attempts at soliciting the employees of SHM to work for him or for any other company.
4. If the above obligations are not complied with, the Client shall bear the liability specified in the relevant legal regulations, including but not limited to liability for acts of unfair competition and liability for a violation of a trade secret.

**§ 13.
Use of third parties in agreement performance**

SHM shall have the right to use the assistance of third parties when carrying out the agreement. SHM shall be liable for the services provided by the third parties whose assistance it uses as for its own actions.

**§ 14.
Copyrights and ownership rights of SHM**

SHM shall remain the owner of any and all rights to all of the Products, descriptions, brochures, plans, documents, and data carriers, including patent rights, copyrights, and other intellectual property rights. The above shall also include the conceptual design for using the Product, which was developed by SHM, and which may be utilized by the Client exclusively if the relevant SHM Product is used. The Client hereby acknowledges the above rights of SHM.

**§ 15.
Severability**

If any of the provisions of these GT&C are held invalid or ineffective by the relevant arbitration court, common court, or another relevant authority, the other provisions and the GT&C as a whole shall remain in force. The parties shall make any and all efforts in order to replace the ineffective provisions with effective ones that are as close as possible to the business purpose of the original provisions.

**§ 16.
Settlement of disputes and governing law**

1. Any and all legal relationships between the Client and SHM shall be governed by the laws of Poland, the relevant European Union legal regulations, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) signed in Vienna on 11 April 1980.

2. The exclusive place of jurisdiction shall be Kraków, Poland.
3. The parties shall first attempt to solve the dispute amicably, by means of negotiations, and if they are unable to reach an agreement, the court exclusively responsible for legal proceedings shall be the court having jurisdiction over the registered office of SHM.

§ 17.

Information regarding the processing of the personal data of Clients who are a natural person or a sole proprietorship, including if the Client operates a business in the form of a private partnership

1. The controller of the Client's personal data is SHM System Sp. z o.o. Sp.k. of Kraków, entered into the Register of Businesses, a part of the National Court Register, maintained by the District Court for Kraków-Śródmieście in Kraków, Division XII (National Court Register Cases), under number 0000444119, NIP (tax identification number): 9442244206; REGON (statistical number): 122746618 ("SHM System").
2. With respect to any and all matters concerning personal data protection and in order to exercise your rights, you can contact SHM System at biuro@shmsystem.pl.
3. The following personal data shall be processed by SHM System:
 - a) data necessary to take actions prior to the execution of the agreement and then to perform the agreement;
 - b) data necessary to comply with the controller's legal obligations related to carrying out financial settlements with respect to agreements, maintaining accounting ledgers, and archiving tax documentation;
 - c) data necessary for other purposes related to business operations, including in order to carry out legitimate interests related to sending marketing information and exchanging information through surveys intended to evaluate the quality of service and the services provided, as well as related to the potential need to exercise claims on account of the execution of this agreement or to the cooperation with credit bureaus intended to verify the creditworthiness and solvency of the Client;
 - d) data with respect to which consent has been expressed, for the purposes specified in that consent.
4. As part of its operations related to the performance of the subject matter of the agreements it has executed, SHM System may share personal data with the following categories of recipients:
 - a) entities with which it cooperates on the basis of agreements of entrusting personal data for processing, including law firms, debt recovery companies, companies managing receivables, subcontractors, providers of ICT services, suppliers of technical equipment, and courier companies;
 - b) postal operators, banks, and financial institutions with respect to cashless payments;
 - c) public bodies and authorities, on the basis of the relevant legal regulations, outside of specific proceedings.
5. The Client's personal data shall be stored for the term of the agreement, and if he consents to the processing of personal data, then until that consent is withdrawn; after the termination of the agreement, data shall be stored until the prescription periods for the claims under the agreement

have lapsed and for the time required under the relevant legal regulation regarding the archiving of documentation.

6. Subject to the restrictions specified in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), the Client shall have the right to access the data he has provided, the right to rectify, erase, and restrict the processing of that data, the right to data portability, the right to object to data processing, and the right to file a complaint with the President of the Polish Personal Data Protection Office.
7. Provision of personal data is legally required for this agreement to be executed and is necessary for its correct performance, while in the case of consent, provision of data is voluntary and affects the efficiency and correctness of agreement performance; the Client shall have the right to withdraw his consent at any time, but this shall not affect the lawfulness of processing based on consent before its withdrawal. If personal data is not provided, the agreement cannot be executed and performed.

§ 18.

Information regarding the processing of personal data in the case where personal data of representatives, employees, or associates of the Client is provided—this concerns Clients who are commercial companies, a natural person, or a sole proprietorship, including if the Client operates a business in the form of a private partnership

1. The Client represents that he has complied or shall comply with the obligations to inform specified in Articles 13 and 14 of the GDPR vis-a-vis the persons whose personal data he has acquired directly or indirectly for the purpose of the performance of this agreement and transferred to SHM System.
2. SHM System represents that it has complied or shall comply with the obligations to inform specified in Articles 13 and 14 of the GDPR vis-a-vis the persons whose personal data it has acquired directly or indirectly for the purpose of the performance of this agreement and transferred to Client.
3. The Client shall carry out SHM System's obligation to inform specified in Article 14 of the GDPR vis-a-vis the natural persons whose personal data has been or will be shared by him with SHM System for the purpose of the execution and performance of this agreement.
4. SHM System hereby indicates the necessary elements of the obligation to inform in order for the Client to inform about these elements the persons whose personal data has been or will be shared with SHM System in connection with the performance of this agreement, in accordance with Articles 14(1) and 14(2) of the GDPR, considering Article 14(5)(a) of the GDPR:
 - a) The controller of the personal data of the representatives, employees, and associates of the Client is SHM System Sp. z o.o. Sp.k. of Kraków, entered into the Register of Businesses, a part of the National Court Register, maintained by the District Court for Kraków-Śródmieście in Kraków, Division XII (National Court Register Cases), under number 0000444119, NIP (tax identification number): 9442244206; REGON (statistical number): 122746618 ("SHM System").
 - b) With respect to any and all matters concerning personal data protection and in order to exercise your rights, you can contact SHM System at biuro@shmsystem.pl.

- c) The data shared with SHM System shall be processed for the purposes related to the execution of an agreement and for contact purposes, including in connection with the performance of the agreement executed between SHM System and the Client. The basis for the processing of personal data is the legitimate interest of the data controller who shared the data, i.e. the Client, and the legitimate interest of SHM System, with which data has been shared. The legitimate interest consists in the possibility of proper and efficient performance of the agreement executed between these entities.
- d) SHM System shall process the following categories of personal data: first name, last name, official position, and contact data, to the extent this data is provided by the Client, who is the source of this personal data.
- e) Personal data may be shared with cooperating entities on the basis of agreements of entrusting personal data for processing, including subcontractors, providers of ICT services, suppliers of technical equipment, courier companies, and other recipients, including but not limited to postal operators.
- f) Personal data shall be stored until the legitimate interests related to the execution and performance of the agreement and constituting a basis for such processing have been achieved, as well as for archiving purposes and purposes related to the lapse of prescription periods for the potential claims.
- g) Subject to the restrictions specified in the GDPR, each of the persons whose personal data has been shared shall have the right to access the data they have provided, the right to rectify, erase, and restrict the processing of that data, the right to data portability, the right to object to data processing, and the right to file a complaint with the President of the Polish Personal Data Protection Office.
- h) Provision of personal data of the representatives of the Client is a legal requirement for the execution of this agreement and is necessary in order to ensure its proper performance; in the case of personal data of employees and associates, provision is voluntary and affects the efficiency and correctness of agreement performance. If personal data is not provided, the agreement cannot be executed and properly performed.