



Section 1.

GENERAL PROVISIONS

1. Unless otherwise agreed by the Parties in the Agreement, the words and phrases below shall have the following meanings:
 - 1.1. **Agreement** – an Agreement concluded between ZMK and the Buyer in connection with the purchase of Commodity and/or Services by the Buyer from ZMK;
 - 1.2. **ZMK** – a company under the business name “Zakłady Mechaniczne Kazimieruk” spółka z ograniczoną odpowiedzialnością sp. k. [limited liability company, limited partnership] with its registered office in Tarnów Podgórne at ul. Poznańska 8, 62-080 Tarnowo Podgórne, for which the District Court for Poznań - Nowe Miasto and Wilda in Poznań keeps registration files under the number KRS [NCR] 0000339243, NIP [Tax ID No.] 779-236-56-59, REGON [Business Registry Number] 301244031;
 - 1.3. **Buyer** – a natural person with full legal capacity (not being a consumer), a legal person or an organisational unit without legal personality, which the law grants legal capacity, who has concluded or intends to conclude an Agreement with ZMK;
 - 1.4. **Product** – a Commodity or Service which constitute the subject of the Agreement;
 - 1.5. **Commodity** – a device or its part, its element or workpiece, including an independent one, made of metal or other materials;
 - 1.6. **Service** – activities provided to the Buyer, individually tailored to the Buyer's needs, related to the machining of metals and other materials;
 - 1.7. **Civil Code** – Act of 23 April 1964 (Dz.U. No. 16, item 93, as amended);
 - 1.8. **GTCS** – used by ZMK, as part of its business activity, these general terms and conditions for concluding Agreements, as well as pre- and post-sales Activities;
 - 1.9. **Pre-sales activities** – actions taken by the Project Engineer towards Buyers, i.e.:
 - 1.9.1. invitation to commence cooperation, presentation of offers,
 - 1.9.2. negotiating the terms of the future Agreement;
 - 1.10. **Post-sales activities** – actions taken by the Project Engineer towards Buyers, i.e.:
 - 1.10.1. complaints handling;
 - 1.10.2. collecting information from Buyers on the quality of the Commodities/Services provided by ZMK;
 - 1.11. **Project Engineer** – a person authorised to act in the name of and on behalf of ZMK, who is entitled to negotiate with the Buyer, present offers, confirm orders within the framework of previously concluded contracts and activities in the area of Post-sales Activities;
 - 1.12. **Confidential information** – this Agreement with appendices, correspondence related to the performance of the Agreement, internal regulations applied in the enterprise of each Party, business secret of each Party. Information shall not constitute Confidential Information that:
 - 1.12.1. is or will become publicly available other than by breach of a confidentiality obligation by either Party;
 - 1.12.2. has been developed independently, without access to or use of Confidential Information disclosed by the other Party;
 - 1.13. **Defect of the Commodity** – Product defect acquired during the manufacturing process of the Commodity and/or the process of providing the Service, related to errors attributable to ZMK, such as: material, construction, technological, production, control and measurement errors;
 - 1.14. **Identical order** – repetitive order, identical in all respects with the order already performed by ZMK;
 - 1.15. **Similar order** – repetitive order, some features of which differ from the order already performed by ZMK;
 - 1.16. **Tolerance** – deviations from the nominal size or shape within the limits in which the Commodity is considered to be properly made;
 - 1.17. **Fit** – mutual relationship between details of the same nominal size, before their connection;
 - 1.18. **Surface waviness** – unevenness being a component of the actual surface (the surface of the manufactured Commodity), which is of a random or near-periodic nature and whose intervals are significantly greater than those of the surface roughness;



- 1.19. **Surface roughness** – a feature of the manufactured Commodity surface, meaning optically recognizable or mechanically perceptible surface unevenness, not resulting from its shape, but at least one order of magnitude smaller; roughness, unlike another similar feature – surface waviness, is a concept referring to unevenness with relatively small vertex distances. The size of the surface roughness depends on the type of material used for the Service related to the Commodity and, above all, on the type of its machining;
- 1.20. **Offer** – a tender submitted by ZMK excluding the content of any specifications, documents and materials of the Buyer, even if they are clearly referred to or incorporated in the content of the Offer, regardless of the form in which this incorporation took place.
2. The GTCS are available at the ZMK seat, on its website www.kazimieruk.com.pl and at the request of the Buyer via e-mail, to the address provided by the Buyer. If ZMK submits an Offer, the GTCS constitute an integral part thereof.
3. Unless the Parties have agreed otherwise in the content of the Agreement, the provisions of these GCS are directly applicable and are binding on the Parties in the following wording and apply regardless of the legal nature of the Agreement between ZMK and the Buyer, including whether it is a sales, delivery, service, mandate, specific task or other contract.
4. No general terms and conditions of the Buyer or other general terms and conditions of trade shall apply to the Agreement, unless ZMK expresses its written consent to accept such terms and conditions. Any changes, additions or reservations to the GTCS on the part of the Buyer not accepted in writing by ZMK shall be deemed rejected in their entirety and shall therefore have no legal effect. Lack of ZMK's response to a specific action or omission of the Buyer shall not constitute express or implied consent to amend or supplement these GTCS. Trade custom, if any, does not supplement, amend or exclude the provisions of these GTCS.
5. The GTCS are drawn up in Polish; in the case of using other language versions of the GTCS than the Polish version and in the event of any discrepancies between the versions, the Polish version is decisive for interpretation.

Section 2.

STAGES OF THE AGREEMENT CONCLUSION AND ITS IMPLEMENTATION

6. The Parties may conclude the Agreement by individually agreeing on its terms or based on the procedure described below. By concluding the Agreement, the Buyer confirms that it has read the GTCS, accepts them in full and agrees that the GTCS are binding for it and constitute a part of the Agreement concluded between the Buyer and ZMK in its entirety, without any modifications. Starting from the conclusion of the first Agreement, regardless of the mode in which the Agreement was concluded, if the Parties remain in permanent economic relations, despite this, i.e. despite remaining in permanent economic relations, implicit or tacit acceptance of the Buyer's offer by ZMK, including in particular, the lack of ZMK's immediate response to the offer to conclude the Agreement shall not constitute acceptance of the Buyer's offer.
7. Any information regarding the Products, including in particular catalogues, folders and other information or advertising materials, contained on the ZMK website, does not constitute an offer within the meaning of the Civil Code; regardless of the terms used, information from ZMK for the Buyer regarding the possibility of concluding the Agreement does not constitute an offer, but an invitation to initiate negotiations, therefore it is not a source of ZMK's obligations and may be changed, unless clearly indicated otherwise.
8. The Conclusion of the Agreement includes the following stages:
 - 8.1. arrangements;
 - 8.2. expressing acceptance of the elements and content of the Agreement;
 - 8.3. confirming the Agreement implementation by ZMK;
 - 8.4. specifying the deadline for the performance of the Agreement by ZMK;
9. Arrangements are carried out, among others, in the following scope:
 - 9.1. defining the scope of the Services / defining the Commodity;
 - 9.2. type of material;
 - 9.3. quantities;
 - 9.4. dimensions;



- 9.5. surface finish accuracy (Roughness, Waviness);
- 9.6. tolerances:
 - 9.6.1. of dimensions,
 - 9.6.2. of shape,
 - 9.6.3. of position,
 - 9.6.4. complex tolerance of position and shape,
- 9.7. fits;
- 9.8. the target size of the Commodity that the Buyer wants to obtain after machining – called the “final size”;
- 9.9. whether the material from which the Commodity or the Service are to be made is to have attestations, certificates, declarations of conformity or other documents confirming the quality of the Commodity or the Service provided;
- 9.10. whether the Commodity is manufactured according to the construction documentation provided by the Buyer (capable for direct use by ZMK) and the 3D model, or whether the documentation and model are to be manufactured by ZMK;
- 9.11. the approximate time of the Agreement performance;
- 9.12. payment terms;
- 9.13. the dates of preliminary acceptance and/or final acceptance.
10. The subject of the arrangements also includes elements supplementing the Agreement, if the Parties so agreed, e.g.:
 - 10.1. particular method of packaging;
 - 10.2. terms of delivery.
11. For technical issues where the Buyer cannot provide all the parameters, ZMK shall provide support in this respect in accordance with its own experience and technical knowledge.
12. The arrangement stage ends with a written confirmation by both Parties of the above-mentioned conditions (expression of acceptance of the elements and content of the Agreement).
13. The exact date of performance of the Service or Commodity shall be specified by ZMK after the Parties agree on all elements of the Agreement and ZMK confirms the performance of the Agreement.
14. The deadline for the performance of the Service or the Commodity depends on the moment when ZMK receives all the required data (in particular: drawing, workpiece pattern, arrangements for the required characteristics of the Commodity/Service), which shall be confirmed by the Project Engineer in a separate e-mail.
15. Where e-mail messages are referred to in the GTCS's content, this is understood to mean e-mail messages sent between persons authorised to negotiate and/or conclude contracts on the part of the Buyer and members of the Management Board and Project Engineers on the part of ZMK.
16. The Agreement is considered concluded when ZMK submits a written confirmation of the implementation of the Agreement (confirmation of acceptance of the order for execution).
17. Arrangements may be made on the basis of the Offer presented by ZMK, or the content of the order or inquiry submitted by the Buyer. The application of the provisions of the Civil Code, which provide for the possibility of concluding a contract in a manner other than described in the above points, is excluded. In particular, the possibility of tacit acceptance of the offer order is excluded. ZMK is not obliged to submit Offers or accept offer orders. The GTCS and the Offer take precedence over the content of any specifications or other documents of the Buyer. In the event of discrepancies between the Offer and the specification or other document of the Buyer, the content of the Offer shall prevail.
18. In the case of identical or similar Orders, ZMK reserves the right to re-evaluate each new order received from the Buyer, even if it includes the same number and type of Products as in the previously completed order (commission).
19. In the case of the execution of the Agreement in which the entire order, batch or the first element is to be made ‘on trial basis’, ZMK reserves the right to withdraw from the execution of such an Agreement in the event of a negative result of the tests, i.e. inability to give the subject of the Agreement the characteristics expected by the Buyer – within one month from the date of acceptance of the order for execution.
20. In the case of the Agreement, which also includes the installation of the Commodity, the conditions for the installation, including in particular the preparation of the installation site and the responsibility of the Parties, are specified in the Agreement.



21. A change to the provisions of the Agreement or separate oral arrangements are valid upon mutual confirmation in writing, and apply only to the given Agreement.
22. A change to the previously accepted deadline for the performance of the Agreement requires the consent of both Parties expressed via e-mail and is tantamount to postponing the previously set deadline for the performance of the Agreement.
23. If the Buyer is unable to specify certain scopes of the Agreement at the stage of its conclusion, these scopes may be further specified by the Parties during execution of the construction work by ZMK; if this causes an increase in ZMK's costs, the Buyer is obliged to return them. The elements of the Agreement that would be specified during the construction work shall be clearly indicated in the Agreement.
24. The date of performance of the Agreement shall be the date of handing over the subject of the Agreement (performed Service or Commodity) to the Buyer.
25. The Buyer is obliged to cooperate with ZMK in order to perform the Agreement, and in particular:
 - 25.1. approve the design developed by ZMK, if the implementation of the design is part of the contractual obligations of ZMK,
 - 25.2. provide all required information and transfer all data and information needed to perform the Agreement by ZMK,
 - 25.3. participate in all acceptances of the Product, if they are provided for in the Agreement, and sign the required acceptance protocols,
 - 25.4. provide manufacturing components at its own expense, including for tests preceding the acceptance of the Product, also in the event of the need to repeat any acceptance or acceptances, regardless of the reason for the repetition,
 - 25.5. collect the Product, unload it, taking into account the INCOTERMS formula agreed by the Parties, and transport it at the Buyer's premises to the place designated for its installation,
 - 25.6. allow ZMK to enter the premises of the Buyer's plant,
 - 25.7. provide utilities needed for ZMK to perform activities at the Buyer's premises (electricity, water, etc.),
 - 25.8. provide ZMK with means of transport on the premises of the Buyer's plant as well as devices and instrumentation necessary for the assembly/installation of the Commodity,
 - 25.9. ensure the possibility of connecting the Commodity to the electricity network,
 - 25.10. designate persons with appropriate knowledge and experience to participate in the training conducted by ZMK, if the obligation to conduct it by ZMK results from the Agreement.
26. In the absence of cooperation on the part of the Buyer or any other reason suspending the performance of the Agreement on the part of the Buyer, the deadline for the performance of the Service or Commodity by ZMK set out in the Agreement shall be extended by the period during which the Buyer did not cooperate or for which the reason for suspending the performance of the Agreement was on the part of the Buyer.
27. If the Buyer does not cooperate with ZMK, ZMK may suspend the performance of the Agreement, and may also set the Buyer an additional period of at least 2 (say: two) weeks to perform the activities that the Buyer did not perform and which it was obliged to perform. After the ineffective expiry of the above-mentioned period, it is assumed that the Agreement has been performed by ZMK in its entirety and ZMK is therefore entitled to demand payment of the entire remuneration from the Buyer. The Buyer is not entitled to withhold the payment of remuneration due to ZMK. In the event of the circumstances described above, the Product or its completed part shall be collected at the Buyer's cost and risk, and the Buyer shall pay ZMK remuneration for the storage of the Commodity at the rates applied by ZMK, and in the absence thereof, at market rates, until its collection by the Buyer, and shall cover all costs incurred by ZMK in connection with the storage of the Commodity. The risk of loss, theft, damage or destruction of the Commodity or any part thereof shall be borne by the Buyer.
28. In the case of a lack of cooperation on the part of the Buyer consisting in failure to sign an acceptance protocol – both partial and final – ZMK may set an additional deadline of 2 (in words: two) weeks for the Buyer to sign such protocol, and upon the ineffective lapse of this deadline, ZMK may unilaterally sign the acceptance protocol, unless the Product does not conform with the Agreement and this non-conformity prevents or significantly impedes the use of the Product, and the Buyer, before the expiry of the period referred to above, has invoked in writing the non-conformity of the Product with the Agreement, indicating it as the reason for not signing the acceptance protocol.
29. Protocols are drawn up on the basis of the partial and final acceptances provided for in the Agreement. Reservations entered in the partial acceptance protocol do not give rise to the Buyer's right to withhold payment of the remuneration due to ZMK



for the performance of the activities until the partial acceptance, if such remuneration is provided for in the Agreement. On the other hand, entering reservations to the final acceptance protocol does not give rise to the Buyer's right to withhold payment of the remuneration due to ZMK for the performance of the Agreement, however, excluding situations where the Product is inconsistent with the Agreement and this non-compliance makes it impossible to use the Product.

30. The final acceptance of the Product will take place after one production cycle of no more than 8 (say: eight) hours, unless the Parties agree otherwise in the Agreement.
31. ZMK may entrust the performance of all or part of the Agreement to third parties, and may perform the Agreement with the assistance of third parties without the need to obtain the Buyer's consent for the above.
32. The Buyer has no right to suspend the performance of the Agreement in its entirety or in part or to demand a change of persons or entities performing the Agreement on the part of ZMK.
33. The Buyer has no right to refuse to accept the Product in cases other than those expressly indicated in these GTCS. Signing of the final acceptance protocol by the Parties, unilateral signing of the final acceptance protocol by ZMK in the cases specified in these GTCS, or actual acceptance of the performance by the Buyer shall be considered as confirmation of the proper performance of the Agreement by ZMK.
34. The method of performance of the Agreement and all activities related to it, including the implementation of individual stages of the Agreement and their acceptance, are subject only to the provisions of these GTCS or the Agreement. In particular, no procedures, standards, principles or rules applied by the Buyer apply.
35. If the provisions of the Civil Code regarding the order apply to the Agreement, then:
 - 35.1. regulation of Art. 736 of the Civil Code does not apply,
 - 35.2. The Agreement may be terminated by the Buyer only for an important reason,
 - 35.3. ZMK is not obliged to provide the Buyer with information on the course of performance of the Agreement or to submit reports,
 - 35.4. in each case of termination of the Agreement, ZMK shall receive remuneration for the activities performed until the termination, also if their effect has not been transferred to the Buyer by the termination, as well as reimbursement of costs incurred by ZMK until the termination. In such a case, ZMK's remuneration shall correspond to the proportion in which the activities actually performed remain to all activities that were to be performed by ZMK in connection with the performance of the Agreement, and if this cannot be determined, the remuneration will correspond to the proportion of the period from the date of conclusion of the Agreement to its termination to the period from the date of conclusion of the Agreement to the date of expiry of its performance.

Section 3.

LIABILITY

36. Any liability of ZMK for any event resulting in failure to perform or improper performance of the Agreement (i.e. the entire obligation relationship) in the form of both actions and omissions is limited to the amount of PLN 50,000.00 (in words: fifty thousand zlotys). The total amount of ZMK's liability referred to above may not exceed the amount of PLN 10,000.00 (in words: ten thousand zlotys) in each calendar year for a single event and for all events in total.
37. The limitation of liability referred to above applies to both liability under the Agreement and liability for any non-contractual obligations, for example liability in tort, to the extent permitted by the mandatory provisions of law. The limitation of liability referred to above applies to both ZMK as a company, as well as ZMK employees and persons cooperating with it, in particular on the basis of a contract of mandate or a cooperation agreement. The limitation of liability referred to above applies to both loss as well as lost profits and compensation, as well as the consequences of damages.
38. The limitation of liability referred to above does not apply in the case of damage caused by ZMK, including its employees or persons cooperating with it, due to wilful misconduct.



Section 4.

CERTIFICATES

39. Attestations, certificates, declarations of conformity or other documents confirming the quality of the Product, if they are used by the manufacturer of a given material from which the Service is to be provided or the Commodity is to be made, shall be attached to the delivered Product, if such a requirement is clearly stated in the Agreement, whereby:
 - 39.1. ZMK is solely responsible for ensuring that the attached documents refer to the material from which the Commodity was actually made or the Service was provided;
 - 39.2. ZMK does not verify the technical information contained in attestations, certificates and other documents confirming the quality of the materials from which the Commodity or Services are made.
40. ZMK may issue a trade certificate, i.e. a ZMK certificate issued on the basis of data from the manufacturer's certificate of the material from which the Commodity or Services were made, and fully compliant with it; the trade certificate does not contain the data of the manufacturer of the material from which the Commodity/Services were made, which are ZMK's business secrets; ZMK may additionally certify on the commercial certificate about its compliance with the original manufacturer's certificate.

Section 5.

PAYMENT TERMS

41. The Buyer undertakes to pay the remuneration due to ZMK for the Commodity or Services performed by bank transfer, to the bank account and within the time limit indicated in the invoice issued by ZMK. The remuneration due to ZMK agreed by the Parties does not include VAT, or other taxes or public levies (if applicable). The remuneration due to ZMK shall be increased by VAT in the amount resulting from generally applicable laws and other taxes or public levies (if applicable).
42. The payment date shall be the date of crediting the ZMK bank account. The Buyer has no right to withhold part of the payment or deduct any amount, even as a performance bond. Moreover, the Buyer has no right to suspend payments or demand reimbursement of payments already made.
43. In the event of a delay in any payment on the part of the Buyer, ZMK may demand interest for delay in commercial transactions or interest for delay – whichever is higher, provided for by generally applicable laws.
44. Lack of payment for the Services or Commodity performed in full or in part (when the delivery of the Commodity or the Services provided is carried out in batches), entitles ZMK to withhold the implementation of the next batch of Commodity or Services until the arrears are settled; the above does not mean improper performance of the Agreement by ZMK. If the Buyer fails to make the payment on time and the Commodity has been released to the Buyer by ZMK, then ZMK is entitled to prohibit the Buyer from using the Commodity until the payment is made, and in such a case, if the Buyer fails to comply with the prohibition in question, despite the prohibition issued by ZMK, then ZMK is entitled to demand from the Buyer the payment of remuneration for the use of the Commodity in the amount of 1% (in words: one percent) of the Buyer's late payment for the Commodity for each day of using the Commodity until the payment is made.
45. The ownership right to the Commodity is transferred to the Buyer upon payment of the remuneration due to ZMK in full.
46. All other costs that may arise in connection with the performance of the Agreement, e.g. repackaging, cutting, foiling, reloading and other fees and taxes applicable at the time of performance of the Agreement, shall be charged to the Buyer, unless the Parties have agreed otherwise.
47. If the Buyer is obliged or entitled to make any deductions from payments made to ZMK for taxes or other public levies, the amount payable to ZMK is increased in such a way that ZMK receives the amount agreed by the Parties in the Agreement, so as if the deductions had not taken place.
48. In the event of an extraordinary change of circumstances, including force majeure, or in the event of a change in the prices of raw materials, materials, components, labour or transport costs, which would increase the costs of performing the Agreement on the part of ZMK, then ZMK may demand renegotiation of the terms of the Agreement, including the amount of remuneration due to ZMK, so as to take this change of circumstances into account. In the absence of agreeing on new terms of the Agreement, ZMK has the right to withdraw from the Agreement within 2 (say: two) months from the expiry of



the deadline for the performance of the Agreement. In such a case, the Buyer shall cover ZMK the costs incurred by ZMK in order to perform the Agreement or in connection with the performance of the Agreement until the withdrawal. If ZMK does not withdraw from the Agreement, the Buyer shall cover ZMK the increased costs resulting from changes in circumstances, or changes in prices or costs.

Section 6.

DELIVERY

49. The delivery of the Commodity or Services is carried out within the time limits and on the terms set out in the Agreement, in accordance with the INCOTERMS rule agreed by the Parties. ZMK does not assume the risk of loss, damage, destruction or theft of the Commodity or its parts, subject to the delivery formula according to INCOTERMS.
50. If the Buyer decides to use the means of transport of ZMK (or its suppliers) to deliver the Commodity, the Buyer shall provide the necessary means to enable efficient and safe unloading of the Commodity at the place of delivery. Failure to unload the Commodity due to the lack of preparation of the unloading place by the Buyer shall not be treated as a delay in the performance of the Agreement and shall not result in any liability for damages on the part of ZMK towards the Buyer, nor does it give rise to any other claims against ZMK by the Buyer.
51. The delivery date shall be extended by the duration of the obstacle caused by force majeure, untimely delivery by ZMK suppliers, unpredictable disruptions in the work of ZMK, power supply interruptions, transport and customs delays, transport damage (including roadblocks, time restrictions in road traffic truck transport), common shortages of materials and raw materials, etc. In the situation described above, ZMK does not fall into delay in the execution of the Agreement.
52. The delivery date may also be extended due to the production plans adopted by ZMK. Also in the situation described above, ZMK does not fall into delay in the performance of the Agreement.

Section 7.

GUARANTEE

53. The quality guarantee covers the period of 12 (in words: twelve) months from the date of delivery of the Product (Guarantee period). Nevertheless, the Guarantee for materials (components) manufactured by third parties is granted on the terms and for the period of the guarantee provided by third parties from whom ZMK purchased the materials (components), and the period of such guarantee runs from the moment when the guarantee period began in relation to between the producer or seller of such material (component) and ZMK.
54. The Guarantee period is extended by confirmed periods of Product downtime caused by a Product Defect covered by the Guarantee. The time of repair of the Product shall be confirmed by the Parties immediately after its completion with a Guarantee repair report. The Guarantee period does not run again.
55. In the event of the Buyer's delay in meeting the payment deadline for the Product, the Guarantee period referred to in point 53 above shall be shortened by a period equal to the period during which the Buyer was in a delay in payment.
56. The Guarantee covers only a Product Defect within the meaning of point 1.13 of the GTCS, not accepted by the Parties during the execution of the order.
57. Product defects do not constitute differences (deviations) between the Product made by ZMK and its design, if they have been approved by the Buyer (during the performance of the Service or Commodity by ZMK or at the time of their delivery to the Buyer).
58. The risk resulting from mutual non-compliance of construction documentation, i.e. technical drawings with 3D models, shall be borne by the Buyer, unless the Buyer has specified which information, in case of doubts as to their compliance, is the leading one.
59. The Buyer loses its rights under the Guarantee if it does not submit a request to repair the Commodity/Services, replace the Commodity, or return part of the price of the Commodity/Services within the specified period.
60. The condition for consideration of the complaint is the submission of ZMK by the Buyer, in writing, to ZMK's address, not later than within 7 (say: seven) days from the date of detecting the Product Defect, a complaint application with a brief



- description of the Product Defect and the date and time of its disclosure by the Buyer.
61. ZMK considers the Buyer's complaint within 2 (say: two) weeks from the date of its receipt, while the deadline for removing the Product Defect is up to 12 (say: twelve) weeks from the date of receipt of the complaint referred to above. If the deadline indicated above cannot be met, ZMK may extend it for another 2 (say: two) weeks, and the Project Engineer shall inform the Buyer about it via e-mail.
 62. Each extension of the deadline for removing a Product Defect may occur as a result of an obstacle arising as a result of force majeure circumstances, the introduction of a state of epidemic, untimely delivery of materials (components) by ZMK suppliers, unforeseen disruptions in the operation of ZMK, unannounced interruptions in energy supply, transport and customs delays, transport damage (including roadblocks, time restrictions in truck traffic), common material and raw material shortages or due to the production plans adopted by ZMK.
 63. ZMK may, regardless of the Buyer's request, at its own discretion and choice, when processing the complaint: repair the Commodity/Services, replace the Commodity with a new one, or refund part of the price of the Commodity/Services. In the case of a refund of part of the price of the Commodity/Services, it is conducted on the basis of the cost estimate covered by the Commodity/Service Guarantee. The refund of part of the price takes place within 14 (in words: fourteen) days from the date of providing by the Buyer via e-mail the bank account number to which it is to be made. Actions taken by ZMK in connection with the implementation of the Buyer's warranty rights will be indicated in the Guarantee protocol signed by ZMK and the Buyer.
 64. The Guarantee is valid only in Poland and is excluded in the case of transfer of the Commodity outside of Poland.
 65. ZMK's liability under the warranty is excluded.
 66. ZMK shall not be liable for the consequences of using the Product contrary to its intended use or resulting from the normal wear and tear of materials. Moreover, ZMK shall not be liable for the suitability and performance of the Product assumed by the Buyer or specified in the Product's technical documents, as well as downtimes of production lines and other delays caused by the Product. In particular, ZMK shall not be liable for the Product meeting economic and business expectations of the Buyer.
 67. During the Guarantee period, the Buyer is obliged to carry out any warranty inspections of the Commodity, if they have been provided for by ZMK or the manufacturer of the materials (components) from which the Commodity was made, and service inspections indicated by ZMK, under pain of losing the rights of the Buyer under the Guarantee.
 68. The Guarantee is excluded in the following cases:
 - 68.1. if, on the basis of ZMK's arrangements with the Buyer, the Product was made in such a manner that it is impossible to determine its manufacturer (the Product does not contain an indication that it was made by ZMK),
 - 68.2. if the Product was made of materials (components) indicated by the Buyer, and the Buyer raises warranty claims in connection with material defects (defects of components) of the Product,
 - 68.3. if the Product was made in accordance with the design submitted by the Buyer, and the Buyer raises warranty claims in connection with Product Defects resulting from its design (construction),
 - 68.4. if changes have been made to the design prepared by ZMK at the express request of the Buyer, and the Buyer raises warranty claims in connection with defects in the Product resulting from changes made to the design,
 - 68.5. if the Product Defect was caused by:
 - 68.5.5. force majeure, in particular fire or flood,
 - 68.5.6. acts of vandalism or sabotage,
 - 68.5.7. modifications to the Product introduced independently by the Buyer or at its request by a third party, without their prior agreement with ZMK,
 - 68.5.8. disassembly and reassembly of the Product by the Buyer,
 - 68.5.9. use of the Product in a manner contrary to the instructions and/or recommendations of ZMK, including in particular by employees and/or associates of the Buyer who do not have appropriate training.
 69. The Guarantee does not cover spare parts that wear out quickly in natural technological processes. The Guarantee also does not cover the wear and tear of parts and materials under normal use.
 70. ZMK grants the Guarantee under the conditions set out in these General Terms and Conditions of Sale. ZMK is not obliged to issue a separate Guarantee document. No documents or requirements of the Buyer apply to the Guarantee. The Buyer



has only the rights expressly set out in these General Terms and Conditions of Sale and the Guarantee is subject only to the provisions of these General Terms and Conditions of Sale (GTCS).

71. ZMK has the right to oblige the Buyer to install monitoring equipment on the Commodity, under pain of losing the Guarantee rights by the Buyer.
72. In the event of an unjustified call from ZMK to remove a Product Defect, and also if the Product Defect is not covered by the Guarantee or the Guarantee is excluded, the Buyer is obliged to cover all costs related to calling ZMK and costs related to ZMK's performance of activities related to the Product, including costs of materials (components) and pay ZMK's remuneration for the work performed according to the rates applied by ZMK, and in the absence of such rates – according to market rates, and if there are no such rates, in the amount corresponding to ZMK's workload.

Section 8.

INTELLECTUAL AND INDUSTRIAL PROPERTY

73. The Buyer is solely responsible for the compliance of the Product with the law.
74. By signing the Agreement – ordering ZMK to perform the Commodity or Services – the Buyer declares and warrants that the Product, the execution of which has been commissioned to ZMK once or many times, does not infringe any rights of third parties under the Act: Industrial Property Law or other legal acts, in particular, it declares and ensures that ZMK's performance of the Product referred to above for the Buyer does not constitute an infringement of any patent, trademark or industrial design to which third parties are entitled, or any other intellectual property or industrial property rights.
75. The Buyer declares that there are no circumstances that could expose ZMK to liability towards third parties for the performance of the Product, and thus releases ZMK from liability with respect to any claims of third parties arising from or related to infringement of patent, trademark or industrial design or other industrial property rights or intellectual property rights relating to the Product, as well as liability in relation to any other claims related to the implementation of the Product, as well as in relation to third party claims against ZMK related to falsity of any of the statements or warranties submitted by the ZMK.
76. In the event of any third party making any claims against ZMK for infringement of rights to a patent, trademark or industrial design relating to the Product, the Buyer shall provide the necessary documents demonstrating its rights and confirming that the rights of third parties have not been infringed, and in the event of their infringement, it undertakes to cover any claims made by third parties.
77. If the Buyer's statements referred to in points 75 and 76 are untrue, the Buyer is obliged to pay ZMK a contractual penalty in the amount of PLN 500,000.00 (say: five hundred thousand zlotys), payable within 7 (say: seven) days from delivery to the Buyer of a document charging the Buyer with the above-mentioned contractual penalty. ZMK reserves the right to claim damages from the Buyer exceeding the stipulated contractual penalty.

Section 9.

FORCE MAJEURE

78. The Parties shall not be liable for non-performance or improper performance of the Agreement if it is a consequence of force majeure.
79. Force majeure is understood as an extraordinary and external event, the occurrence and duration of which are beyond the control of either Party to the Agreement and which none of the Parties – despite exercising due diligence – was able to prevent. Force majeure circumstances include in particular, but not exclusively: events related to the actions of natural forces, in particular flood, fire, volcanic eruption, earthquake, hail, acts of terrorism, acts of war and other operations of the armed forces, actions of state authorities, such as: martial law, state of emergency, state of natural disaster, border blockade, import or export ban, as well as general strikes or riots.
80. In the event of force majeure preventing a Party from fulfilling all or part of its obligations, excluding the obligation to pay its dues to the other Party, the deadline for the performance of the above-mentioned obligations of the Parties shall be extended by the duration of force majeure circumstances.



81. The Party affected by force majeure is obliged to notify the other Party of the occurrence of force majeure in writing, or if it is impossible, by e-mail, immediately, but not later than within 5 (in words: five) working days from the date of occurrence of force majeure.
82. After the cessation of force majeure, the affected Party is obliged to resume the performance of its obligations under the Agreement.
83. If force majeure lasts for a period longer than 3 (in words: three) months, the Parties shall undertake negotiations aimed at adapting the provisions of the Agreement to the existing situation. Negotiations shall be conducted by the Parties in good faith, respecting the interests of both Parties.

Section 10.

OBLIGATION OF CONFIDENTIALITY

84. Each Party undertakes to keep secret all Confidential information, including trade secrets of the other Party, which it has acquired in connection with mutual cooperation.
85. The responsibility of the Parties for maintaining secrecy also includes the behaviour of their employees and associates as well as other persons who provide their services to them and who may have access to Confidential information; the Parties undertake not to use Confidential information for purposes not related to the proper performance of this Agreement.
86. If the Parties obtain Confidential information, the receiving Party undertakes to:
 - 86.5. use Confidential information only for the purpose of performing the Agreement, and thus not to use it for any other purpose;
 - 86.6. not to disclose, directly or indirectly, Confidential information other than in accordance with the provisions of the Agreement;
 - 86.7. to compensate the Party for any damage that the Party may suffer as a result of a breach of confidentiality by the receiving Party.
87. If a Party becomes aware that Confidential information has been disclosed in a manner inconsistent with the provisions of the Agreement, that Party is obliged to immediately inform the other Party about this fact and to take all possible actions and fully cooperate with the Party to limit and remove effects of this fact.
88. The obligations of the Parties under this Section shall also be binding after the Agreement expires for a period of 3 (in words: three) years from the date of termination of the Agreement.
89. The provisions of this Section are not binding if, in accordance with applicable laws, the Party is obliged to submit specific information to the competent state authority, office, auditor conducting the audit of accounting books, or the lawyer servicing the Party's enterprise.

Section 11.

FINAL PROVISIONS

90. In any matters not covered by the Agreement or the GTCS, the relevant provisions of the Civil Code and other generally applicable laws shall apply.
91. In the event that a particular provision of these GTCS turns out to be contrary to applicable law or is deemed invalid or ineffective by a decision of a competent court, this shall not affect the validity and effectiveness of the remaining provisions; in this case, the Parties undertake to amend the provision accordingly, with the prior intention of the Parties.
92. The editorial designations referred to in the GTCS are for convenience only and cannot be used as a basis for interpreting or construing the Agreement.
93. Any disputes between the Parties, not settled amicably as part of negotiations and mutual arrangements, shall be settled by the common court in Poznań; the law applicable to dispute resolution shall be Polish law.
94. Submission of an offer by the Buyer, entering into negotiations, conclusion of the Agreement, shall mean acceptance of the provisions included in these GTCS.
95. Regulations regarding the protection and processing of personal data are set out in separate regulations.



96. The application of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on April 11, 1980 (Dz.U. of 1997 No. 45, item 286) is excluded.
97. ZMK does not renounce or waive any claim or right, or the application of any provision of these GTCS and the Agreement. ZMK does not transfer or is not obliged to transfer any claims or rights to the Buyer or any third party. ZMK does not undertake to refrain from pursuing any claims or rights, nor does it undertake to exercise any rights, regardless of whether such claims or rights would result from the regulations, the Agreement or any other source.
98. ZMK's failure to exercise any rights or make claims does not constitute an express or implied waiver of claims or rights. Waiver of any claims or rights by ZMK requires a written form under pain of nullity.
99. ZMK's failure to respond to any statement, summons, claim, warranty or any other act or omission of the Buyer shall not constitute an express or implied acceptance of such statement, summons, claim, warranty or any other act or omission of the Buyer, nor is equivalent to acceptance and does not constitute a recognition of claims or acceptance of liability.
100. Changes or additions to these GTCS may be made, under pain of nullity, only in writing or in document form, e.g. by placing them on the website: www.kazimieruk.com.pl.
101. The Buyer may not assign claims arising out of or in connection with the Agreement without the prior written consent of ZMK.
102. The Buyer may not set off any claim to which it is entitled against ZMK – regardless of the basis of that claim – with a claim by ZMK arising out of or in connection with the Agreement. Nevertheless, ZMK may set off any claim of ZMK against the Buyer, regardless of the basis of the claim, with the claim of the Buyer against ZMK, even if none of these claims was due.
103. The rights and obligations related to the Agreement or resulting from the Agreement may be transferred by ZMK without the Buyer's consent, in particular in the case of disposing of the enterprise or its organized part. ZMK may dispose of claims arising from the Agreement or related to the Agreement without the Buyer's consent.
104. Transformation, merger or division of ZMK does not require the Buyer's consent or notification.
105. Termination of the Agreement, regardless of its cause and basis, does not affect the validity of these GTCS, which remain in force.

Tarnowo Podgorne, on 19.05.2023

