

## **General Terms and Conditions of Sale (GTCS) of Amii Sp. z o.o. valid from 30 June 2023**

### **I. General provisions**

§ 1. These General Terms and Conditions of Sale apply to all sale agreements of goods and service agreements concluded by Amii Sp. z o.o. with its registered office in Łódź, ul. Techniczna 22.

§ 2. For the purposes of these General Terms and Conditions of Sale, the terms shall mean:

- *the Seller:*

Amii Sp. z o.o.;

- *the Buyer:*

the entity being the other party to the sales agreement (Counterparty);

- *General Terms and Conditions of Sale, GTCS:*

these General Terms and Conditions of Sale of transactions concluded by Amii Sp. z o.o. with its registered office in Łódź, ul. Techniczna 22

- *Goods:*

products located in and sold by Amii Sp. z o.o. with its registered office in Łódź;

- *the Service:*

all services provided to the Buyer by the Seller, related to the concluded sales agreement.

§ 3. These GTCS are a contractual arrangement binding on the parties in terms of the sale of goods and/or the provision of services. The Parties mutually exclude the use of other standard agreements (general terms and conditions of the agreement, terms of sale, agreement templates, regulations, etc.) used or determined by the Buyer.

§ 4. The provisions contained in these GTCS may be amended only in writing (which shall also be understood as e-mail, fax) under pain of nullity. The conclusion of a separate agreement for the sale or provision of services excludes the application of these provisions of GTCS only and exclusively to the extent regulated in a different manner.

### **II. Conclusion of a sales agreement**

§ 5. Offers for the sale of goods and services by the Seller shall be made in writing and delivered to the Buyer by post, fax, e-mail or orally. The validity of a given offer shall be specified directly in the offer.

§ 6. In order to conclude the sales agreement, the Buyer places an order.

Orders shall be accepted from the Buyer:

- in writing
- by e-mail
- by phone

The order should be drawn up in a legible manner and should clearly define the ordered goods and ordered quantities.

§ 7. The Seller shall confirm receipt of the order in writing.

§ 8. In the event of any change of the Seller's offer or any reservations made by the Buyer in the order, the agreement shall be concluded only upon the Seller's written confirmation of the acceptance of the order with amendments or reservations.

§ 9. Any agreements, promises, guarantees and amendments to the sales agreement made orally by the Seller's employees in connection with the conclusion of the sales agreement or submission of the offer are not binding and require a written confirmation under pain of nullity.

### **III. Selling price.**

§ 10. The price of goods or services is specified each time in the offer or in the order confirmation. The price indicated in the Seller's offer shall be valid within the time limit specified therein. The price does not include transport and insurance costs, unless otherwise specified in the offer.

§ 11. Prices quoted by the Seller are always net prices to which the goods and services tax should be added at the rates applicable on the day of delivery or the service.

§ 12. The price quoted in the offer or the order confirmation may be given in PLN or in another currency (according to the average exchange rate of the National Bank of Poland on the day preceding the date of issue of the document).

§ 13. In the case of long-term deliveries (time of delivery exceeding 1 month from the date of placing the order), in the event of a significant increase in prices caused by economic conditions, to which the Seller had no influence, and which have a significant impact on the level of the sales price, the Seller may present the Buyer a proposal to adjust the price to the ordered goods or service. The Seller shall also be entitled to this right in the event of an increase in production costs or the cost of purchasing goods from its suppliers compared to the prices at the time of the conclusion of the agreement. In the event of an increase of more than 15% of the price of the service, the Seller shall have the right to withdraw from the agreement.

§ 14. The Buyer shall pay the amounts due on account of the sale of goods and the provision of services within the deadline specified in a VAT invoice. Payment shall be deemed to have been made when the funds are credited to the Seller's bank account. If the

Buyer is in arrears with payments, the Seller shall make the new delivery of goods or performance of a new service conditional upon payment of the amounts due under the previous invoice or shall have the right to demand 100% prepayment.

#### **IV. Delivery of goods, delivery dates.**

§15. Deliveries shall be made on the basis of orders placed by the Buyer.

§16. Delivery dates result from arrangements between the parties. These deadlines are subject to change in the case of events for which the Seller is not responsible .

§17. The Seller shall not be liable for delays in delivery resulting from force majeure understood as any events beyond the Seller's control, hindering or preventing timely delivery of the delivery, in particular the occurrence of wars, floods, earthquakes and other natural disasters, riots, strikes, sabotage, explosions, organised employee events, requirements of national defence, orders, ordinances or regulations regardless of their legal effectiveness, extraordinary failure, inability to obtain electricity, energy of other kind, raw materials, labour, equipment, means of transport or any other or similar unforeseen events which the Seller could not prevent, despite exercising due diligence.

#### **V. Delay in acceptance**

§18. If the goods are not delivered within the specified time limit, Amii Sp. z o.o. reserves the right to charge an additional fee of 0.1% of the value of the ordered goods for each day of delay exceeding 7 days after the agreed acceptance date, unless otherwise agreed, and to charge the costs incurred due to the Buyer's failure to collect the goods.

§19. In the case of delivery at the expense of Amii Sp. z o.o., all costs related to the Buyer's failure to collect the ordered goods shall be borne by the Buyer.

§20. If the Buyer fails to collect the ordered goods within 14 days of the agreed delivery date, Amii Sp. z o.o. has the right to cancel (as defined in § 37) the order.

#### **VI. Ownership**

§ 21. The title to the goods sold shall pass to the Buyer only upon payment of the entire price for the goods or service to the Seller.

§ 22. The risk of loss or damage to the goods shall pass from the Seller to the Buyer upon the loading of the goods in the Seller's warehouse onto the Buyer's car or the carrier providing the Buyer with the transport service. If the Seller provides the Buyer with a transport service, the risk of loss or damage to the goods shall pass from the Seller to the Buyer upon delivery of the goods to the place of destination.

§ 23. The loss or damage to the goods released to the Buyer or delivered by the Seller to the place of destination shall not release the Buyer from the obligation to pay for the goods sold.

#### **VII. Issuance and acceptance of goods, their properties**

§ 24. The Buyer undertakes to carefully examine the goods at the time of its acceptance in terms of quantity, compliance with the technical specification specified in the agreement and possible visible defects.

§ 25. The Parties agree that the cost of loading the goods for transport rests with the Seller and the cost of unloading at the Buyer, regardless of who bears the transport costs.

§ 26. The Buyer is responsible for the proper unloading of the goods.

### **VIII. Goods defects**

§ 27. The Buyer is obliged to notify the Seller of defects of the purchased goods which cannot be detected despite a very careful examination at the acceptance, immediately upon detection.

§ 28. Submitting a complaint does not release the Buyer from the obligation to pay for the goods delivered to it.

§ 29. If a complaint is lodged, the Buyer shall make the defective goods available to the Seller for examination.

§ 30. If the complaint is accepted, the Seller shall replace the defective goods with a defect-free product at its own expense within the deadline agreed with the Buyer. If the Seller is required to incur additional costs of replacing the goods or if such replacement is impossible for reasons beyond the Seller's control, the Seller may refuse to replace the goods and return the value of defective goods to the Buyer or reduce its price.

§ 31. The Seller shall not be held liable for any damage caused by:

- improper use of goods
- improper storage of goods in the Buyer's warehouse
- other culpable actions of the Buyer.

§ 32. The Seller shall not be liable under the warranty guarantee if:

- the Buyer has processed the goods
- defects of goods arose during the unloading

§ 33. Rights under the warranty guarantee for physical defects in the case of Counterparties - legal persons - or making transactions in connection with their business activity shall expire one year after the date of the sale of goods to the Buyer.

### **IX. Delays in the performance of the sales agreement, liability**

§ 34. If the Buyer is late with the payment of all or part of the payment for the delivered goods or service, the Seller shall have the right to charge the Buyer with statutory interest for the delay.

§ 35. In the event that the Buyer is in delay with the timely payment of any invoice previously issued to it by the Seller, the Seller shall have the right to refrain from executing any sales agreements concluded (including the release of goods to the Buyer) until the Buyer has settled the outstanding amounts due, together with any interest due.

§ 36. If the Buyer is in delay with the timely payment of any receivables by more than 30 days, the Seller has the right to withdraw from the sales agreement without setting an additional deadline. The Seller shall not be liable for any damage that has occurred as a result of such damage.

§ 37. The Seller shall not be liable for untimely delivery of goods if:

- the delay is caused by withholding the release of the goods by the Seller, referred to in § 35 hereof.

§ 38. If the delivery is impossible due to the circumstances for which the Buyer is responsible, it is obliged to cover the costs of the Seller resulting from this circumstance. The liability for the shipped goods shall pass from the Seller to the Buyer on the day of delivery of the object ordered to the Buyer.

## **X. Privacy**

§ 40. The controller of personal data within the meaning of Article 4(7) of 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 (General Data Protection Regulation) (hereinafter referred to as the "General Data Protection Regulation") with regard to the data of the Buyers using the Services of Amii sp. z o.o..

§ 41. The Data Controllers of the personal data of Buyers placing orders for Goods or performing an agreement concluded with the Seller are also the Payment Operator to the extent necessary to enable the Buyer to make payments using the tools made available by the Payment Operator and the Seller to the extent necessary to enable it to conclude and perform an agreement with the Buyer. Each of the controllers indicated above is entitled to independently process the Buyer's personal data in connection with the performance of the Service or the Buyer's agreement with the Counterparty.

§ 42. Personal data of the Buyers are processed lawfully, including in accordance with 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 (General Data Protection Regulation). The provision of personal data by the Buyer in order to conclude the Agreement is a contractual obligation. Failure to provide the User's personal data (first name, surname and address) shall constitute an obstacle to the conclusion of the Agreement. Otherwise, the provision of personal data of the User is voluntary.

§ 43. Personal data of the Users, including the Buyers, are processed by Amii Sp. z o.o. for the purposes indicated in point II of the General Terms and Conditions of Sale.

§ 44. Amii Sp. z o.o. enables the Users to exercise the rights resulting from the General Data Protection Regulation, in particular the right to: access, rectification and erasure of data,

restriction of data processing, transfer of data, to object and not to be subject to automated decisions. The User may exercise his/her rights by submitting an appropriate request to Amii Sp. z o.o..

§ 45. Amii Sp. z o.o. protects the Users' personal data from being disclosed to unauthorised persons, as well as other cases of its disclosure or loss and against destruction or unauthorised modification of the indicated data, as well as implements appropriate technical and organisational measures ensuring the protection of the Users' data processed, including technical and programming safeguards, in particular data encryption systems.

§ 46. Personal data of the Users may be transferred to entities authorised to receive such data under applicable laws, including the competent judicial authorities.

## **XI. Final provisions**

§ 47. In matters not regulated by these GTCS, only the applicable provisions of Polish law shall apply, in particular the Civil Code, with the exclusion of Article 8 of the New York Convention.

§ 48. If any provision of these GTCSS proves to be contrary to the applicable law or would be declared invalid or unenforceable by a decision of the competent court, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to amend the provision accordingly, subject to the prior intent of the parties.

§ 49. In the event of any dispute, the parties undertake to make every effort to resolve them amicably through direct negotiations.