

GENERAL TERMS AND CONDITIONS OF SALE OF TM TECHNOLOGIE Sp. z o.o. FOR FOREIGN CUSTOMERS

This General Terms and Conditions of Sale, hereinafter referred to as the GTCS, define the principles of commercial cooperation in the sale of products of TM TECHNOLOGIE Sp. z o.o. with its registered office in Morawica to foreign customers.

1. Any references herein to the following terms shall be understood as follows:
 - a. The Seller – TM TECHNOLOGIE Sp. z o.o with its registered office in Morawica 355, 32-084 Morawica, registered in the District Court for Kraków-Śródmieście in Kraków, XIIth Commercial Division of the National Court Register, share capital of PLN 50,000, KRS [National Court Register No.]: 0000144891, NIP [Tax ID No.]: 6772203278,
 - b. The Buyer – an entrepreneur purchasing products for professional use directly from the Seller, having its registered office outside the Republic of Poland,
 - c. Parties – the Seller and the Buyer,
 - d. product – electronic/electrotechnical device offered by the Seller,
 - e. force majeure – all circumstances that cannot be predicted at the time of confirmation of the Buyer's order by the Seller, cannot be prevented, and on which neither Party has or will have influence. In particular, these are: acts of war or terror, riots, strikes, lock-outs, and other collective disputes, embargoes, natural disasters, fires, sabotages, Seller's plant failures, as well as any other random events as a result of which the manufacture of products has been stopped, chemical or radioactive contamination or poisoning of persons, real estate or movable property, as well as breakdowns of means of transports by which the products covered by the Buyer's order are transported, activities of government agencies in the scope of fulfilling import or export obligations, changes in the binding legal provisions that partially or completely prevent the execution of the order,
 - f. working days – weekdays, Monday to Friday, with the exception of public holidays,
 - g. Seller's website – website at www.tmtechnologie.pl.
2. These GTCS are available on the Seller's website in a form allowing the Buyer to store and reproduce GTCS in the course of ordinary business activity before placing an order.
3. These GTCS constitute basic principles of commercial cooperation between the Seller and the Buyer.
4. These GTCS do not apply to the software offered by the Seller.
5. If the Seller sends a personalised offer to the Buyer, these GTCS shall constitute an integral part of the offer. In the event of a conflict between the provisions of the GTCS and the offer, the provisions of the offer shall prevail.
6. If the Parties conclude a separate, written commercial cooperation agreement, these GTCS shall constitute an integral part of the agreement. In the event of a conflict between the provisions of the GTCS and the agreement, the provisions of the agreement shall prevail. If the cooperation between the Parties is based on the GTCS, personalised offer, as well as commercial cooperation agreement, and there is a conflict between these documents, they should be used in the following order: the offer, commercial cooperation agreement, the GTCS.
7. The sale of products is made on the basis of an order placed by sending an electronic message containing at least: information on the Buyer's company (name and legal form or name and full name of the natural person being its owner), the Buyer's registered office and address, the Buyer's NIP [Tax Identification Number], type and quantity of the ordered products, number of the offer on the basis of which the order was placed (if the order is placed in connection with the personalised offer), place of delivery or information on personal collection at the Seller's seat, e-mail address for sending a VAT invoice in electronic form or postal address for sending the invoice in a written form, full name and position of the person placing the order, to the Seller by the Buyer via e-mail to order@tmtechnologie.pl or to the e-mail address from which the Buyer has received a personalised offer or to the e-mail address indicated in the commercial cooperation agreement. Should the Buyer's message not contain all the data indicated in the previous sentence, the Seller shall respond to the Buyer by indicating them the details to be completed. The order is considered to have been placed if the Seller receives all the required order details.

8. The Buyer accepts these general terms and conditions of sale at the time of placing an order in response to a personalised offer or concluding the commercial cooperation agreement. If the cooperation between the Parties is not based on the commercial cooperation agreement or personalised offer, these GTCS are only binding for the Parties if they were sent by the Seller in an electronic message to the Buyer's e-mail address from which the Buyer has placed the order, and were accepted by the Buyer before the acceptance of the order is confirmed.
9. The Parties are bound by the order from the moment the Seller has confirmed its acceptance via e-mail to the address to which the Seller has received the order. The Seller has the right to accept the order in part. The order is binding for the Parties only in the part in which the Seller accepts the order.
10. The Buyer has the right to cancel or modify the order until the Seller confirms that they have accepted the order. The cancellation or modification of the order by the Buyer after its confirmation by the Seller does not have legal effects unless the Seller agrees to such cancellation or modification. Cancellations or modifications of the order or consent to such cancellations or modifications are made via e-mail to the addresses used in the course of placing the order.
11. The Buyer confirms that the person placing the order is authorised to place, cancel, or modify orders.
12. The ordered products may be transferred to the Buyer by personal collection at the Seller's seat or by delivery by the appointed carrier at the Seller's request or by the Seller's own transport to the place indicated by the Buyer. The cost of delivery shall be borne by the Buyer. The cost of delivery is not included in the product price. The commercial cooperation between the Seller and the Buyer shall be based on Incoterms EXW.
13. The order completion date, i.e. making products available for acceptance at the Seller's seat or for shipment of products to the place indicated by the Buyer, is indicated by the Seller within a maximum of 3 working days from the date of order acceptance via e-mail to the address to which the order confirmation was sent. The time of determining the order completion date may be extended if it is necessary to obtain additional information or documents from the Buyer. Orders can also be executed according to a mutually agreed and confirmed schedule. The order completion date does not include transport time from the moment of shipment of products to the time of their actual delivery. However, the Seller may inform about the approximate transport time at the Buyer's request. The order completion time may be extended for reasons beyond the control of the Seller or resulting from force majeure. In this case, the order completion dates are subject to appropriate shifts.
14. Acceptance or delivery will be made within the credit limit granted to the Buyer and provided that there are no delayed payments by the Buyer to the Seller on the day the products are made available for collection at the Seller's seat or on the day of products shipment. Exceeding the credit limit or stating the delay in payments on the date indicated in the previous sentence entitles the Seller to withhold the possibility of accepting or sending products and to withdraw from the order via a statement sent within 14 working days from the date of withdrawal by e-mail to the address from which the order was placed.
15. The products delivered to the Buyer must be accepted in terms of quantity and quality, including any possible damages or obvious defects. The Buyer's reservations to the quantity and quality of products must be confirmed with Stock Issue Confirmation (CI) document or delivery note or acceptance report.
16. In the event of the Buyer's reservations to the quantity and/or quality of the delivered products, confirmed in the manner indicated in section 15 above, the Buyer has the right to file a complaint within 3 working days from the date of receipt of products. Complaint notification should be sent by e-mail to the address from which the Buyer received confirmation of the order. The complaint notification should include: full name of the claimant, information about the Buyer's company, address for correspondence, type of reservations to the quantity and quality of the delivered products. In the case of a quality complaint, the additional condition for filing a complaint is to return products to the Seller's registered office. The Seller will process the complaint within 30 days from the receipt of the complaint notification (if it is necessary to return the product, the period shall be counted from the date of receipt of products by the Seller). The complaint processing time may be extended for reasons beyond the control of the Seller or due to force majeure. In this case, the deadline for processing the complaint shall be extended accordingly.
17. Products accepted by the Buyer without reservations are considered to be properly delivered both in quantity and quality, in particular they are considered free from damages and obvious defects.

18. In the event that the Buyer refuses to accept the ordered products or incorrectly indicates the place of delivery, they will bear the costs of transport, changes in the destination of the shipment, return of products or other costs that will arise in connection with the indicated circumstances.
19. The prices of products are determined on the basis of the Seller's Price List or on the basis of a personalised offer submitted to the Buyer by the Seller or pursuant to a commercial cooperation agreement or additional arrangements between the Parties made by e-mail.
20. The VAT invoice will be issued to the Buyer by the Seller on the day of making products available for acceptance at the Seller's seat or on the day of sending products to the place indicated by the Buyer by own transport or appointed carrier. The Seller reserves the right to issue a VAT invoice on a different date in accordance with applicable law.
21. The Buyer authorises the Seller to issue VAT invoices without their signature. The Buyer agrees to provide invoices in electronic form to the e-mail address indicated in the order, unless the order specifies the data for sending the invoice in writing.
22. The Seller shall specify the date of payment in the VAT invoice; however, this date shall always be counted from the date of issuing the VAT invoice by the Seller. Payments are made by bank transfer to the Seller's bank account indicated on the invoice. The date of crediting the Seller's bank account shall be deemed the date of settlement of the liability. If the liability is not settled on time, the Seller has the right to charge statutory interest for delay in commercial transactions, and to correct invoices for the discount granted, if any.
23. Transactions between the Seller and the Buyer will be settled in the agreed currency. If transactions are settled in a currency other than the Polish currency (PLN), invoices confirming transactions will be issued stating the transaction settlement currency; however, if the Buyer's registered office is located in the Republic of Poland, the value of VAT will be stated in the settlement currency and in the Polish currency (PLN), taking into account the average NBP exchange rate of the settlement currency as of the date preceding the invoice.
24. The Seller grants a warranty for products in the scope and on the terms specified in "General Terms and Conditions of Warranty" available on the Seller's website.
25. The Parties agree that the liability of the Seller under the statutory warranty for defects of goods (in accordance with Article 558 § 1 of the Civil Code) shall be excluded.
26. The Seller's liability towards the Buyer is limited to the performance of obligations expressly resulting from the documents constituting the basis of commercial cooperation between the Parties. The Seller is only liable for losses incurred by the Buyer, resulting from reasons attributable to the Seller. The Seller's liability towards the Buyer for loss of profit, lost benefits, indirect damages or any other damages than those indicated in the previous sentence shall be excluded. The Seller's liability in each case is limited to the net value of a product covered by the order. The Parties exclude the Seller's liability to the Buyer for damage caused to third parties by products delivered to the Buyer by the Seller to the extent permitted by law. The Buyer is also obliged to release the Seller from any third-party claims against the Seller to the extent permitted by law.
27. The Buyer undertakes to keep strict confidentiality, not to share, not to disclose, and not to use information constituting the secret of the Seller's business, as well as any confidential information and facts that the Buyer learned in the course of mutual cooperation, regardless of the form of its transfer/acquisition and its source. The secret of the Seller's business shall be understood as all information whose disclosure, transfer, and use may even potentially expose the Company to material or non-material damage.
28. Personal data provided in the course of placing and execution of the order are administered by TM Technologie Sp. z o.o., Morawica 355, 32-084 Morawica. In matters related to the processing of personal data, please contact us at rodo@tmtechnologie.pl or dial 12 444 60 60 in. 32. Personal data are processed for the purpose of conclusion and execution of the agreement, as well as for handling complaints. The provision of personal data is obligatory, but necessary for the implementation of the objectives specified above. Data are processed in accordance with Article 6(1)(b) 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). Data will be processed for the time necessary for the conclusion and execution of the agreement and the limitation of claims arising therefrom, for the time necessary to handle complaints and limit the claims related to the warranty and until fulfilment of obligations resulting from tax and accounting regulations. Decisions will not be made

automatically on the basis of the personal data collected. Personal data can be transferred to the Controller's employees, collaborators, suppliers of IT tools and systems, as well as entities providing IT support, postal and courier operators, payment system operators, including banks, entities responsible for professional destruction of data, certifying bodies, auditing entities, entities providing consulting services, legal support. Personal data will not be transferred to a third country or an international organisation. Data subject is entitled to: request access to his/her personal data, their rectification, erasure or restriction of processing, to raise objections against their processing, to move his/her data, complain to the President of the Office for the Protection of Personal Data.

29. In the event of the necessity of outsourcing of the personal data processing within the framework of cooperation between the Parties, the Parties undertake to conclude a separate agreement in this respect.
30. The Parties exclude the application of the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods in cases where its application results from the applicable provisions.
31. The Parties define the Polish law as the law applicable to all relations resulting from the cooperation between the Parties in the sale of goods.
32. Any disputes that may arise from the Parties' cooperation in the sale of goods shall first be resolved amicably. In case of failure to reach an agreement, disputes shall be settled by the court having territorial jurisdiction over the Seller's registered office, except for the case where the Buyer is a natural person indicated in Section 30 of these General Terms and Conditions of Sale (GTCS). If the Buyer is a natural person indicated in Section 30 of these GTCS, the competent court shall be determined on the basis of general regulations.
33. Special regulations concerning the Buyer who is a natural person, concluding an agreement directly related to their business activity, will apply if the content of that agreement proves not to be of a professional nature for the Buyer.
- 33.1. The Buyer who is a natural person, concluding an agreement directly related to the Buyer's business activity at a distance or outside the Seller's premises, if the content of that agreement proves not to be of a professional nature for them, resulting in particular from the subject of their business activity, made available on the basis of the regulations on the Central Register and Information on Economic Activity, has the right to withdraw from the concluded sale agreement without giving any reason within 14 days from the date of taking possession of the item by the Customer or a third party other than the carrier, and – in the case of an agreement that includes many items which are delivered separately, in batches or parts – from taking possession of the last item, batch or part.

To exercise the abovementioned rights, the Buyer is obliged to submit an unequivocal declaration of withdrawal from the agreement, which may be, for example, sent by e-mail to: serwis@tmtechnologie.pl or by post to the Seller's address. If the declaration of withdrawal from the agreement has been submitted electronically, the Seller shall immediately send the Buyer, on a durable medium, confirmation of receipt of the declaration of withdrawal from the agreement.

In the event of withdrawal from the agreement, the Seller shall reimburse the Buyer for all payments received from them, including the costs incurred by the Buyer to deliver the goods, immediately, and in any case no later than 14 days from the date on which the Seller was informed about the Buyer's decision to exercise the right of withdrawal from the agreement. The Seller has the right to withhold the reimbursement until the item has been received or proof of its return has been provided, whichever comes first. The Seller shall refund the payment using the same method of payment as used by the Buyer, unless the Buyer has expressly agreed to another method of refund, which does not involve any costs for the Buyer.

Items returned in connection with the withdrawal from the agreement shall be sent back or forwarded to the following address: TM Technologie Sp. z o.o. 32-084 Morawica 355, immediately, and in any case no later than 14 days from the day on which the Buyer informed about the withdrawal from the agreement. The Buyer shall bear the direct costs of returning the item in connection with the withdrawal from the agreement.

The goods returned in connection with the withdrawal from the agreement must be complete (including all equipment and accessories consisting their integral part). It is recommended to properly secure the returned goods in order to prevent them from being damaged during transport. The Buyer shall be liable for any reduction in the value of the item resulting from using it in a manner other than that necessary to establish the nature, characteristics and functioning of the item. If the value of the returned item is reduced or if the item is delivered in an incomplete state, the Seller shall be entitled to claim damages from the Buyer, to the extent permitted by applicable law.

The Buyer does not have the right to withdraw from the agreement in the cases listed in Article 38(1-13) of the Act on Consumer Rights, i.e. in particular in the case of an agreement:

- where the subject of the service is an unprocessed item, manufactured according to the Buyer's specifications or serving to satisfy their individual needs;
- where the subject of the service are items which, after delivery, are inseparably connected by their nature with other items;

33.2. The Buyer who is a natural person, concluding an agreement directly related to the Buyer's business activity, if the content of that agreement proves not to be of a professional nature for them, is entitled not only to contractual warranty claims, but also to statutory warranty claims, unless the parties agreed to exclude them individually.

As per above, if, after the transfer of ownership, the Buyer finds that the goods have defects, they can, at their own choice:

- Exercise the rights under the contractual warranty by filling in the complaint form,
- File a complaint under the statutory warranty for defects.

If a complaint under the contractual warranty is selected, the Buyer should indicate what the defect in the goods is, when it was found, what action is required from the Seller and should also provide their contact details.

Statutory warranty complaints may be sent by the Buyer by e-mail to: serwis@tmtechnologie.pl or by post to the Seller's address.

In the case of contractual warranty claims, the Seller is obliged to respond to the claims within 14 days of their filing.

The goods claimed under the contractual warranty are transported at the request and at the expense of the Seller through the selected courier company. Together with the claimed goods, the Seller should be sent, a set of accessories attached to the goods.

The Seller shall inform the Buyer about the method the complaint is handled. If the complaint is not accepted, the Seller will give reasons for their decision.

The Seller shall be liable under the contractual warranty for defects only if a defect is found within two years of the goods being delivered to the Buyer.

34. In matters not covered by these GTCS, the provisions of Polish law, in particular the Civil Code, shall apply.

35. These GTCS are in force from 11 Mai 2022.