

General Terms and Conditions of Sale

§1 General provisions

1. These General Terms and Conditions of Sale (hereinafter "GTS") define the rights and obligations of the parties to contracts of sale and delivery of goods and services, of which the seller is:
Unisystem Sp. z o.o., based in Gdansk.
Address: Nowy Swiat 36, 80-299 Gdansk
Legal form: a limited liability company, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-Północ in Gdańsk, VII Economic Department under KRS: 0000553097, NIP: 5842741076,
2. These GTCS are an integral part of sales contracts concluded by the Seller and price offers and bids submitted by the Seller.
3. These GTS apply if the other party to the Agreement is an entrepreneur within the meaning of the Civil Code. Their application to individual (consumer) sales is excluded.
4. These GCS exclude the use of other contractual templates (general terms and conditions of contract, terms and conditions of sale, model contracts, regulations, etc.) used or established by the Buyer.
5. These GTCS are applicable to sales of Goods offered by the Seller to other entrepreneurs, with the proviso that in a situation where the Parties have agreed on their rights and obligations in the form of a separate written contract, the provisions of such written contract shall apply first, and the provisions of the GTCS shall apply to the extent not regulated in the contract.
6. The Buyer, by placing an Order or proceeding to execute the Contract, simultaneously confirms knowledge and acceptance of these GTS. If the Buyer remains in permanent business relations with the Seller, the Buyer's acceptance of the GTCS on one order is assumed to be their acceptance for all other orders (sales contracts).
7. The Parties declare that the GTS regulate all issues related to the execution of Orders between the Seller and the Buyer, and any other regulations, in particular the general conditions of sale / orders of the Buyer will not apply.
8. Any agreements, assurances, promises and guarantees made orally by the Seller's employees in connection with the conclusion of a contract or submission of an offer are not binding.
9. The Buyer, by placing an Order or proceeding to execute the Contract, declares that he is entering into the Contract within the framework of and in connection with his business activity, and the ordered Goods are in connection with the Buyer's business activity.

§2 Definitions

The terms used in these General Terms and Conditions of Sale shall mean:

1. **Seller** – Unisystem Sp. z o.o. based in Gdańsk, Address: Nowy Świat 36, 80-299 Gdańsk, Poland, KRS No.: 0000553097, NIP: 5842741076.
2. **Buyer** – a legal person, an organizational unit without legal personality, to which the law grants legal capacity, and a natural person conducting business, making a purchase in connection with his business.
3. **Parties** – Seller and Buyer.
4. **Payment date** – a date representing the day, month and year, which is an indication of the day by which the Buyer undertakes to pay the agreed price to the Seller.
5. **Goods** – products, services and other consumer and production goods to be the subject of the Sales Contract between the Seller and the Buyer.
6. **Offer** – a commercial offer specifying the terms of sale on which the Seller undertakes to deliver the Goods to the Buyer. Any catalogs, advertising brochures, price lists, advertisements and publications of the Seller do not constitute an offer within the meaning of the Civil Code.
7. **Order** – an offer to purchase Goods made by the Buyer in writing, delivered in person, by mail, courier or e-mail. The Order requires Confirmation by the Seller to become binding on the Parties.

8. **Confirmation** – the Seller’s written or emailed statement of acceptance of the Order, submitted to the Buyer upon receipt of the Order, together with the determination of, at least, the price, the total value of the ordered Goods, the place and terms of delivery/collection and the terms of payment.
9. **Buffer Order** – an Order with a deferred collection date of the Goods, agreed by the Seller with the Buyer or resulting from the provisions of the GTS.
10. **Call** – a call by the Buyer to the Seller to deliver the Goods covered by the Buffer Order at an earlier date than the established delivery schedule or Maximum Goods Receipt Date.
11. **Maximum term for acceptance of the Goods** – the term for acceptance of the Goods resulting from the GTS or agreed upon by the Seller with the Buyer before the expiration of which the Buyer undertakes to accept the Goods.
12. **Force Majeure** – means an event beyond the control of the Seller, particularly affecting the Seller, its subcontractors or suppliers preventing the due execution of the Contract. By Force Majeure, the Parties understand in particular, but not exclusively, having a negative impact on the Seller’s ability to perform its obligations under the Contract: war, terrorist activity, fire, flood, explosion, riots or strikes, an act of common law or individual legal acts directed at the Seller, actual or legal actions of public or local government authorities, withholding, delay or revocation of a permit concerning the possibility of export or import or other license necessary for the performance of the subject matter of the Contract, epidemics, pandemics, states of epidemic emergency.
13. **The controller of personal data (hereinafter the Administrator)** – in accordance with Art. 4(7) of the RODO Regulation is the entity that decides on the purposes and means of processing personal data. The administrator of the personal data is:
Unisystem Sp. z o.o., based in Gdansk.
Address: Nowy Swiat 36, 80-299 Gdansk.

§3 Agreement

1. The Buyer may place Orders in writing including electronically.
2. The Seller shall submit an offer to the Buyer in writing or electronically (by e-mail or letter).
3. The order is binding on the Buyer from the moment it is received by the Seller. The Seller’s Order shall be binding only in the event of its Confirmation by an authorized employee of the Seller to the extent covered by the Confirmation.
4. The contract between the Seller and the Buyer is concluded upon the Buyer’s receipt of the Confirmation (referred to as the “Contract” for the purposes of the GTS).
5. In case of discrepancies between the Order submitted by the Buyer and the Seller’s Offer, the Order Confirmation shall be binding.
6. The buyer’s order should contain at least the following data:
 - The company and registered office of the Buyer – with an indication of the exact address,
 - tax ID number,
 - specifying the Goods with a trade name or alphanumeric symbol from the Offer,
 - quantity of ordered Goods,
 - The date, place and conditions of delivery/collection of the Goods,
 - The contact person for the execution of the Order on the Buyer’s side.
7. Lack of response from the Seller to the submitted Order or modification of the Order does not mean tacit acceptance of the Order. In this situation, the Buyer is not entitled to any claims against the Seller related to the Order sent.
8. The Seller is entitled to change the Agreement if at least one of the following reasons occurs:
 - introduction by the Seller of new functional, organizational or technical solutions related to the activities covered by the Contract or their modification;
 - introduction by the Seller of new products or services, modifications or cancellation of the Seller’s offering of products or services;
 - changes in the scope, manner or form of the Seller’s performance of activities under the Agreement;
 - introduction of new legal regulations or changes in the previously binding regulations governing the Parties’ relations related to the performance of the Contract, regulating elements affecting the price of the Goods or the value of other components of the elements of the Contract;
 - changes in the conditions of the Seller’s business operations or changes in market conditions related to the Seller’s business operations.

9. Technical data provided by the Buyer, including technical drawings, may form the basis of the Contract if accepted by the Seller.
10. Responsibility for the accuracy of the technical data provided rests with the Buyer. The Seller is not obliged to verify them technically and is not responsible for the consequences of incorrectly placing an Order by the Buyer.

§4 Price

1. The price for the Goods subject to the Contract shall be specified each time in the Offer or the Contract.
2. Unless otherwise specified, prices expressed in foreign currency shall be converted into PLN at the average exchange rate of the National Bank of Poland on the day preceding the issuance of a VAT invoice.
3. The prices quoted by the Seller are net prices and will be increased by the value added tax due in the amount and in accordance with the requirements provided by the laws in force on the date of issuing the VAT invoice.
4. Delivery costs add to the amount due as the sales price and are included as a separate item on the VAT invoice.
5. The Buyer shall be obliged to pay the price within the term resulting from the VAT invoice issued by the Seller, unless a different term results from the provisions of the Offer or the provisions of the Contract.
6. The date and form of payment are agreed individually for each Buyer and do not constitute grounds for claims for other Buyers.
7. Payment of the price shall be made in the form of a transfer to the bank account indicated by the Seller on the VAT invoice or in any other form agreed upon in the Offer or Contract.
8. Payment is considered to have been made when the funds are credited to the Seller's bank account.
9. Payment in cash is considered to be made when the funds are transferred to the authorized representative of the Seller or the carrier in the case of cash on delivery.

§5 Terms of delivery

1. By default, the delivery address is the registered office address of the Buyer indicated in the Order.
2. Unless otherwise agreed by the Parties, the Buyer agrees that a VAT invoice may be sent electronically to the Buyer's e-mail address indicated in the Order or attached in paper form to the Goods upon their release.
3. In the absence of contrary arrangements, the Seller shall decide on the choice of carrier.
4. Ownership of the Goods is transferred to the Buyer upon full payment of the price for the Goods. This reservation does not entitle the Buyer to return the Goods delivered, nor does it limit the Seller's claim to payment of the price by the Buyer.
5. Seller reserves the right to present in the Confirmation a different quantity and/or completion date of the Order than specified in the Order. Partial deliveries are allowed.
6. Unless expressly stated otherwise, the risk of damage and loss of the Goods shall be transferred to the Buyer when the Goods are made available to the Buyer in accordance with the terms of INCOTERMS 2020 EXW the Seller's premises. Otherwise, the risk passes to the Buyer when the Goods are handed over to the first carrier.
7. The date of delivery of the Goods specified on the Confirmation is the date of shipment of the Goods from the Seller's premises or making the Goods available for collection by the Buyer, depending on the terms of delivery agreed between the Parties.
8. Order completion dates specified by the Seller in the Offer, response to the Buyer's inquiry or Confirmation are estimated and non-binding dates for the Seller and are subject to change, of which the Seller shall inform the Buyer in each case.
9. The Seller shall not be liable to the extent that the untimely delivery of the Goods to the Buyer is caused by a delay in the execution of the Order by the supplier.
10. The delivery date may change due to:
 - suspension of delivery for reasons attributable to the Buyer, in particular:
 - Buyer's delay in payment of the price, Buyer's failure to provide Seller with information necessary for delivery;
 - Force Majeure's actions.
In this case, the delivery date will be extended by the period of occurrence of such circumstances, taking into account the time necessary for the Seller to resume delivery.
11. In the absence of contrary arrangements, delivery of the Goods to the Buyer will take place immediately after:

- Confirmation of the Order with respect to Goods available in the Seller's warehouse;
 - manufacture or receipt of a shipment of Goods by the Seller from the supplier for Goods not available in the Seller's warehouse at the time of Order Confirmation.
12. Delivery of Buffer Orders shall be made on the dates indicated in the schedule agreed upon by the Parties, but no later than the Maximum Goods Receipt Deadline.
 13. Unless the Parties have agreed otherwise, the maximum date for receipt of the Goods is the day falling after 6 months from:
 - Order Confirmation with respect to Goods available in Seller's warehouse on the date of Order Confirmation;
 - manufacture or receipt of delivery of the Goods by the Seller from the supplier for Goods not available in the Seller's warehouse on the date of Order Confirmation.
 14. Upon expiration of the Maximum Deadline for receipt of the Goods, the Seller shall summon the Buyer to receive the Goods within 7 calendar days from the date of the summons, and in the event of ineffective expiration of the deadline, the Seller may ship the Goods to the Buyer's premises or any other location resulting from the Order at the Buyer's expense and risk under the terms of INCOTERMS 2020 EXW (Seller's premises).
 15. The Buyer is obliged to accept the Goods and the VAT invoice, as well as to sign any required shipping documents.
 16. Refusal or delay in taking delivery of the Goods shall not affect the issuance of a VAT invoice payment terms, in particular the arrival of the due date for payment.
 17. If the Buyer extends the agreed delivery date or in case of non-acceptance of the Goods, the Seller shall have the right to charge the Buyer for transportation and storage costs in the amount of 0.1% of the net value of the Order for each commenced day of storage. Provided that storage shall be at the Buyer's risk.
 18. Collection of the Goods at the Seller's premises is possible only by prior arrangement.
 19. The Buyer is obliged to check the Goods in terms of quantity and quality immediately after receiving them. If any discrepancies or damage are found, the Buyer should:
 - note this fact in the waybill attached to the shipment before signing it,
 - Prepare a protocol of discrepancies signed by the Buyer and the carrier or forwarder,
 - within 48 hours from the date of receipt of the Goods, submit a complaint via e-mail at the following address: rma@unisystem.pl, providing the following information:
 - Buyer's name and address,
 - subject of the complaint,
 - The value of the Goods covered by the claim,
 - VAT invoice number and date,
 - A copy of the protocol of non-compliance signed with the carrier or freight forwarder.
 20. Failure to give notice as required by provision 19 above shall constitute acceptance of the Goods without reservation.
 21. Provision 19 above does not apply in the case of sales with the option of personal collection – in this case the Buyer is obliged to familiarize himself with the Goods at the time of collection from the Seller's warehouse. Receipt of the Goods by the Buyer from the warehouse is tantamount to confirmation by the Buyer that neither the packaging nor the Goods were damaged and had no overt defects.
 22. Damaged or non-conforming Goods may be returned under the terms of these GTS only in the original packaging, must be complete and must not bear signs of use. Return of the Goods is allowed after agreeing the terms of return with an authorized employee of the Seller.
 23. In the case of partial deliveries resulting from the established schedule or Call-outs, the Seller shall have the right to increase the quantity of Goods covered by one delivery to full packages. The Buyer agrees to accept the Goods in the increased quantity. The total quantity of Goods delivered to the Buyer in partial deliveries may not exceed the sum of Goods covered by all open Orders of the Buyer.
 24. Failure to pay the amount due within the period specified on the VAT invoice entitles the Seller to discontinue or limit the delivery of Goods or the execution of Orders, or to refuse to accept new Orders.
 25. The Seller may condition the execution of a new Order placed by a Buyer who is in arrears or defaults on his obligations on the advance payment of the new Order.
 26. Suspension or limitation of execution or acceptance of Orders by the Seller does not relieve the Buyer from the obligation to take the Goods already ordered.
 27. Filing a complaint does not relieve the Buyer from the obligation to make payment for the Goods within the agreed time limit.

§6 Execution of Buffer Orders

1. The Seller allows the submission of Buffer Orders.
2. The condition for acceptance of a Buffer Order for execution is to indicate the expected delivery schedule and the Maximum Collection Date of the Goods covered by the Buffer Order.
3. Unless otherwise specified, the maximum period for receipt of Goods shall be determined in accordance with the rules set forth in the GTS.
4. Delivery of the Goods covered by the Buffer Order shall be made in accordance with the schedule agreed upon by the Parties.
5. It is permissible to deliver the Goods at an earlier date than established in the schedule on the basis of the Call.
6. The Seller reserves the right to consider the call for delivery of Goods within the indicated period as a new Order, unless it is clear from the content of this call for delivery of Goods that this call constitutes a Buffer Order Call.
7. In case of several open Buffer Orders, the Seller will always execute the Call from the earliest placed Buffer Order.
8. Delivery of Goods on the basis of a Call may be made from several Buffer Orders.
9. The Seller stipulates that the execution of the Order at an earlier date based on the Call will be carried out only if the stock of the Goods covered by the Call is sufficient for delivery. In the case of stock of Goods less than the quantity covered by the Call, the Seller may make a partial delivery.

§7 Rules for placing orders without prior ordering of samples by the customer

1. In the case of placing orders for Goods offered by the Seller without prior ordering of samples by the Customer, this section sets forth the rules that apply to such orders. The regulations of this section are applicable to orders of 10 pieces or more.
2. The Customer is obliged to carefully read the description of the Goods and the technical specifications available on the Seller's website or in other information materials provided by the Seller.
3. By placing an order without first ordering samples, the Customer agrees to accept the entire Order if the Goods are delivered in accordance with the description and technical specifications available at the time of ordering.
4. The Seller reserves the right to refuse an order without first ordering samples, if the order concerns Goods with specific technical requirements or if there is a risk that the Goods will not meet the Customer's expectations due to the lack of the possibility of prior familiarization.
5. The Customer is obliged to pay the full price for the ordered Goods in accordance with the terms and conditions set forth in the GTS, the terms and conditions of the order or the sales contract, if any.
6. The regulations of this section do not affect the Customer's rights under the warranty or non-conformity of the goods with the contract.

§8 Force majeure

1. The Seller shall not be liable in case of default under the Contract if it was caused by Force Majeure.
2. In the event of Force Majeure, the delivery date will be extended accordingly. In such a case, the Buyer shall not be entitled to terminate the Contract or make claims for delayed delivery.

§9 Contractual penalties

The Buyer shall pay to the Seller a contractual penalty for withdrawal from the Agreement for reasons beyond the Seller's control, in the amount of 20% of the price plus applicable value added tax. Payment of the contractual penalty does not relieve the Buyer from charging the actual costs that arose up to the moment of withdrawal from the Contract for reasons beyond the Seller's control.

§10 Liability

1. The Seller shall not be liable for any damage caused by improper selection of the Goods, their improper use or use contrary to their intended use or instructions for operation and maintenance, as well as any damage the occurrence or extent of which has been affected by the condition and properties of the infrastructure within which the Goods are to be/are operated, including in particular those elements thereof with which the Goods are to be connected.

2. In any event, the Seller's liability for any damage not covered by the exclusion shall be limited to the Buyer's actual loss, in an amount not exceeding the net value of the Goods subject to the Order. At the same time, the limitation indicated in the preceding sentence will not apply to damages caused by willful misconduct.
3. The applicability and consequences of the use of the Goods supplied by the Seller in the Buyer's specific construction solutions are the responsibility of the Buyer, even if the Seller was involved as an advisor or consultant in the preparation of the Buyer's construction and final product.
4. The Seller shall not be liable to the Buyer for defects in goods made by the Buyer using Goods supplied by the Seller.
5. The Buyer is responsible for the accuracy and completeness of the data contained in the Order or in the documentation provided to the Seller.
6. The Seller shall not be liable to the Buyer for lost profits or any other damage that the Buyer will suffer as a result of failure to perform the Contract or its improper performance.

§11 Warranty

1. The Seller provides a 12-month warranty for the Goods sold, calculated from the date of issuance of a VAT invoice for the Goods or part of the Goods (issuance of the invoice).
2. If the Buyer delays receipt of the Goods, the warranty period shall be reduced by the time of the delay. In this case, the 12-month warranty period shall begin to run on the date of the original acceptance date of the Goods or the Maximum acceptance date of the Goods.
3. The Buyer shall be entitled to exercise its rights under the warranty only if the Goods are used and maintained in accordance with their intended use and to the extent that they meet the technical specifications contained in the data sheet or instruction manual of the Goods.
4. Only defects arising from causes originally inherent in the sold Goods are covered by the warranty. The warranty does not cover defects arising from other causes, in particular defects arising from: improper use or application of the Goods, improper selection of the Goods for the conditions of use, improper installation or maintenance of the Goods, repairs or interventions made by the Buyer or third parties in the Goods, mechanical damage to the Goods, force majeure.
5. The Buyer loses warranty rights for the Goods in the event of:
 - finding modifications of the Goods, including in particular traces of interference by unauthorized persons;
 - removing the manufacturer's markings or labels or damaging them in a way that makes it difficult to read their contents.
6. The Seller shall not be liable for damage suffered by the Buyer due to defects in the Goods and the initiation of the complaint procedure.
7. This warranty does not cover lost profits due to defects in the Goods, nor does it cover compensation for damages arising outside the Goods.
8. The seller undertakes to respond to a claim under the warranty no later than 10 days from the date of receipt of notification of the occurrence of a defect (notification).
9. The notification must be submitted via e-mail to: rma@unisystem.pl, immediately, but no later than 7 days from the date of discovery of the defect, under penalty of forfeiture of warranty rights. Applications submitted in any other form (e.g., by telephone) will not be considered.
10. As a condition for consideration of the application, the Buyer must have photographic documentation showing the type and extent of the defect giving rise to the application and provide this documentation to the Seller.
11. If the Goods are resold to a third party or used in such a way that they cannot be disassembled without damaging the Goods or altering their properties, the Seller's liability for apparent defects in the goods or their non-compliance with the Order shall cease.
12. The application will be recognized as soon as possible. With the caveat that the process of recognizing the application may be prolonged due to the need for possible analysis of the components directly at their manufacturer.
13. If, in the opinion of the Seller, a technical expert opinion is needed to determine defects, the Seller will take a position on the defectiveness of the Goods after obtaining the relevant expert opinion.
14. The seller allows the following forms of consideration of the application under the warranty:
 - Repair of Goods;
 - replacement of the Goods with a new one;
 - Reduction of the price or refund of the price paid.
15. The Seller decides how to process the application.

16. In the case of an obviously unsubstantiated notification, the resulting costs associated with the handling of this notification (in particular, transportation) shall be borne by the Buyer.

§12 Warranty

The Seller's liability under warranty for physical and legal defects in the Goods is excluded.

§ 13 GDPR, confidentiality

1. The administrator of your personal data is the Seller, whose data is given in § 1 of these GTS.
2. Personal data will be processed on the basis of Art. 6 paragraph. 1 lit. b, c, f RODO for purposes related to the execution of the Order, the Agreement, issuance of a VAT invoice, maintenance of accounting records, archiving.
3. The administrator processes personal data such as: name, surname, address, telephone number, e-mail address, entrepreneur's company, TIN, REGON or other data necessary for the performance of the service.
4. Personal data will be processed for the time necessary for the execution of the Agreement and longer until the expiration of the statute of limitations for claims, and thereafter for the time prescribed by generally applicable law.
5. Personal data may be transferred to service providers: courier companies, payment companies, accounting companies, legal companies, banks, post offices for the proper implementation of the Agreement.
6. The seller does not transfer personal data to third countries, i.e. countries outside the European Economic Area.
7. Provision of data is voluntary, but failure to do so may result in not concluding the Agreement.
8. You have the right to: access, information about the purposes, means and grounds for processing your personal data, rectification, restriction, deletion and limitation, objection, complaint to PUODO. These rights can be exercised by contacting the Administrator by email or letter. All information can be obtained by contacting the Administrator.
9. Each Party shall process personal data provided to it as a result of the conclusion and execution of the Agreement regarding associates, collaborators, employees of legal representatives, representatives and agents of the other Party for the purpose of concluding and executing the Agreement.
10. Both Parties undertake to process personal data provided by the other Party in a manner consistent with applicable data protection laws, in particular the provisions of the General Data Protection Regulation.
11. The purpose of data processing is directly derived from the provisions of this Agreement.
12. The transferred data can be processed in paper and electronic form.
13. The Buyer agrees that he will keep the commercial and technical information he obtains from the Seller confidential and not pass it on to third parties.

§14 Final provisions

1. The law applicable to these GTS is Polish law.
2. The court competent to settle disputes arising from the application of these GTS shall be the court with jurisdiction over the registered office of the Seller.
3. If contracts and terms of purchase are drawn up in Polish and foreign languages, the authentic language of the contract is Polish. In case of differences between the Polish-language version of the Agreement and the foreign version, the wording of the Polish version shall prevail.
4. The validity of any previous arrangements between the Parties, whether written or verbal, which are contrary to or inconsistent with the Agreement or these GTS, is excluded.
5. The Seller assumes only the obligations expressly expressed in these GTS.
6. In the event of the legal invalidity of individual provisions of the GTS, the remaining provisions of the GTS and the Orders executed pursuant to them shall remain in force. The parties will individually agree on provisions to replace the ineffective provisions.
7. Any changes made to the GTS shall be deemed confirmed if the Buyer does not deliver a written objection to the Seller within 7 days from the date of receipt of the GTS or their posting on the website <https://unisystem.com>. The GTS in the version current at the time of execution of the Order will apply to the individual Order. Provided that the version of the GCS current at the time of completion of delivery of the Order to the Buyer shall apply to the warranty set forth in § 11 of the GCS.
8. The Buyer agrees that the Seller may refer in references, including on the Seller's website and in its marketing materials, to the fact and scope of the Parties' cooperation covered by the Agreement. For this purpose, the Buyer allows the Seller to use its name and grants the Seller a territorially unlimited, perpetual, royalty-free license to use

the Buyer's trademark or logo. The Buyer also agrees to provide as part of the reference the contact information of the person who was responsible for the execution of the Contract on the Buyer's side, in order to allow verification of the reference by the Seller's potential contractor

09.04.2024