

GENERAL SALES CONDITIONS

adopted by

BART Spółka z ograniczoną odpowiedzialnością

having its seat in Słupno

Terms used in these General Sales Conditions shall be understood as follows:

1. The Seller: BART Spółka z ograniczoną odpowiedzialnością.
2. The Buyer: each entrepreneur who has concluded a sales agreement with the Seller.
3. Entrepreneur: an entrepreneur in understanding of provisions contained in the act of 23 April 1964 – The Civil Code (harmonised text: Polish Journal of Laws/Dz. U. 2014 item 121), i.e. natural person, legal entity or organisational unit that carries out economic or professional activity on its own behalf.
4. Goods: all products offered by the Seller, manufactured directly by the Seller or by third parties.
5. Order: the Buyer's declaration of will submitted in a form stipulated by the General Sales Conditions.
6. Sales Offer: document issued individually by the Seller to a given Buyer as hard copy or as an electronic version, containing the name, qualitative parameters, amount and price of the goods; payment form and deadline, and any additional information.

[Extent of coverage]

§ 1

1. The present General Sales Conditions (hereinafter referred to as "GSC") constitute general terms and conditions for agreements in understanding of Article 384 of the Civil Code and within that scope regulate among others provisions applicable to the contents of sale agreements adopted by BART Spółka z ograniczoną odpowiedzialnością, which has its place of principal activity in Słupno, hereinafter referred to as "the Seller", with respect to the sale of goods being the subject of statutory economic activity of the Seller, hereinafter referred to as the "Goods".
2. The GSC provisions form in each case an integral part of goods sale agreement concluded by the Seller (hereinafter referred to as "**Agreements**"), unless Parties to the Agreement (hereinafter referred to as "**Parties**") stipulate otherwise pursuant to express agreements.
3. Any changes, clarifications and exclusions provisions of the present GSC require the Seller's consent granted in writing, otherwise being null and void.
4. All general terms and conditions of agreements adopted by the Buyer shall be excluded in transactions with the Seller, in the case of which the present GSC or other general agreement conditions adopted by the Seller shall be exclusively applicable. The Parties may withdraw from the GSC provisions or may have them modified by a so-called "individual agreement" that may be concluded whether in writing or in an electronic form. The conclusion of such an agreement leads to exclusion of relevant provisions contained in GSC, which are replaced by appropriately modified contractual provisions. Additional covenants of the Parties in this respect drawn up in writing under pain of nullity shall have priority in application in the event of a potential dispute.

5. If the Buyer remains in permanent commercial relations with the Seller, a one-off adoption by the Buyer of GSC shall be understood as their acceptance maintaining all the remaining orders and agreements concluded by and between the Parties until a time when contents of the GSC are changed or their use is revoked, unless the parties agree otherwise.
6. General Sale Conditions are made available to the Buyer and for its approval on the Seller's webpage: www.bart.pl in a form that allows their upload and usage by the Buyer, and shall also be made available in a traditional form in the Seller's seat.
7. Obtaining all the permits required by relevant binding regulations and execution of necessary procedures required by State Authorities of the Buyer lies with the Buyer.

[Conclusion of Agreement]

§ 2

1. Notices, advertisements and catalogues related to goods offered by the Seller shall not be understood as an offer in understanding of regulations contained in the Civil Code, but merely an invitation to place an order.
2. All technical information related to the goods arising from catalogues, leaflets and other types of advertising materials presented by the Seller are merely of an informative nature and shall only be binding in a scope in which they would be accepted by both Parties.
3. The Agreement between the Parties on terms and conditions specified in the present GSC shall be deemed to have been concluded if the Buyer submits an order in writing or in an electronic form using e-mail (hereinafter referred to as the **"Order"**) and if the Seller submits confirmation of accepting the Order for the execution in writing or in electronic form by email (hereinafter referred to as the **"Order Confirmation"**).
4. The Buyer shall in each case submit an Order to the Seller in writing or by electronic mail, which shall determine at least the following:
 - a. name and address of the Buyer,
 - b. specification of goods being ordered,
 - c. quantity of ordered goods,
 - d. date of collection/delivery,
 - e. price,
 - f. place of collection/delivery

Orders submitted in writing, in an electronic form, by telephone, by fax or personally in the Seller's seat must in each case be confirmed by electronic mail by the Seller. No objections raised by the Buyer within 24 hours shall be tantamount to the Buyer accepting the conditions in the Order Confirmation.

In addition the Order shall also specify the person representing the Buyer in all issues arising from the Agreement or its implementation. Should the contents of the order not contain any different objections, it shall be deemed that the person indicated in the Order is authorised to act on the behalf and for the Buyer in each category of issues arising from the conclusion or implementation of the Agreement, or connected with it.

5. The Seller submits an Order Confirmation within a period not longer than 7 working days since the date of receipt of the Order. The Order Confirmation is sent by the Seller to the person submitting the Order or to a person authorised by the Buyer in understanding of GSC provisions.
6. Lack of an Order Confirmation within the above mentioned deadline means that the Seller refuses the acceptance of an Order for execution, unless prior to the lapse of the above specified deadline the Seller has commenced the execution of the Order.
7. If the Buyer's order introduces any changes to the Seller's offer or comprises any reservations in relation to it, the sales agreement shall be concluded not earlier than once the Seller has confirmed acceptance of the order with the above mentioned changes or

- reservations, allowing for the above deadlines. Lack of confirmation of such order by the Seller is tantamount to lack of intention of concluding an agreement and in such a case the agreement is not concluded. In such a way the Parties exclude all legally available possibilities of submitting an implied statement of will and a tacit conclusion of agreement.
8. If the Buyer submits the order without first receiving a written offer from the Seller, conclusion of a sales agreement requires confirmation that the order has been accepted by the Seller. Provisions contained hereinabove are applied relevantly.
 9. If conditions contained in the Order Confirmation by the Seller diverge in a way that nevertheless does not substantially change the contents of the Order, and the Buyer has not objected to the incorporation of the amended reservations to the Agreement without delay – i.e. within 24 hours since receiving Order Confirmation, the Parties shall be bound by an Agreement with contents specified in GSC and in the Order, allowing for changes contained in the Order Confirmation.
 10. If conditions contained in the Order Confirmation deviate in an essential way, especially with respect to the price, quality and quantity of the goods from contents of the Order, the Order Confirmation shall be considered as an Offer submitted by the Seller to the Buyer (hereinafter referred to as the “Offer”). The Agreement shall also be deemed to have been concluded if the Buyer has accepted the Offer defined in the preceding sentence. If the Offer is accepted by the Buyer, the Parties shall be bound by an Agreement with contents specified in GSC and in the Order, allowing for changes contained in Order Confirmation. Approval of the Seller’s offer subject to changes made by the Buyer shall be considered as a new Order.
 11. The sales agreement shall be considered to have been concluded on the day in which the Buyer receives an Order Confirmation from the Seller or date on which the Seller initiates the execution of the Order. In the event specified in par. 10 the Agreement shall be deemed as concluded on the date on which the Seller obtains approval of the Offer from the Buyer.
 12. Each change to provisions of particular agreement in relation to GSC shall bind the Parties as of the date on which the Seller submits acceptance for the above mentioned changes in writing, under pain of nullity, and shall only and exclusively be applicable to the Agreement it concerned, and shall not be applicable to any other Agreements binding the Parties.
 13. Furthermore, any changes to the Order or revoking of the Order may not be executed without the Seller’s written consent.
 14. The Seller reserves the right to partial deliveries as well as deliveries of quantities higher or lower than arising from the Order, resulting from the filling method or safety, within the range of 10%. If, in case of specific products, a greater tolerance range is applicable, the deviation within the said limits shall be deemed compliant with the Agreement. Quantitative deviations shall be provided for in the sale invoices, respectively.

[Specification of goods]

§ 3

1. Quality of the goods arises exclusively from the information or documentation submitted by the Seller, unless otherwise specified by the Seller in the Order Confirmation or the Offer. Any changes to Specifications by the Buyer requires acceptance by the Seller to be granted in writing or electronic form, , otherwise being null and void.

[Types and conditions of supplies]

§ 4

1. Unless otherwise agreed by the Parties EXW delivery rules shall be binding (current version of INCOTERMS).

2. Supply of goods purchased by the Buyer shall only take place pursuant to its order. The deadline for the order execution shall be fixed in each case individually by Parties to the sales agreement.
3. The Buyer shall be obliged to pick up the ordered goods in a place and on a date specified in the Agreement as the date of receipt/delivery. Should the Buyer fail to satisfy this obligation within a period of 5 working days, the Seller shall have the right to charge of the Buyer with the costs of storage of the goods or to withdraw from the agreement within a period of 10 working days and have the goods sold to another customer. The Buyer shall make the payment for storage of goods comprised by the Agreement pursuant to the received invoice according to rates for storage adopted by the Seller, in line with the payment date specified in the invoice.
4. If the Parties agree that the Buyer is to collect the goods by instalments, the final deadline for the collection of the entire part of goods shall be specified in the Order Confirmation.
5. The Buyer shall bear liability for all losses resulted from the delayed unloading and reception of the goods, stoppages or immobilisation of transport means used by the Seller or by entities to which the Seller has entrusted the transport service.
6. If conditions of the Agreement comprise delivery of the goods to the place of destination specified in the Order or the Offer using transport means of the Seller or entities to which it has entrusted the transport service, the Buyer shall be obliged to assure the presence of a person authorised to receive the goods on behalf of the Buyer on a date fixed as the reception date in a place indicated in the Agreement.
7. The person collecting the goods for and on behalf of the Buyer shall have to confirm the reception of goods on supply documents by his or her own signature, giving the name and surname, and providing the Buyer's formal stamp.
8. If the Seller's staff members or those entities, to which it has entrusted the sale service, assist the Buyer in unloading or in storage of materials, they shall in each case act at the Buyer's risk, and not as assistance of the Seller.
9. Goods specified in the Agreement can be released by batches (in lots). In the event of deliveries made in batches, the Seller shall have the right to issue a separate invoice for each batch of the goods.
10. If the Seller fails to supply the goods to the Buyer within a specified deadline as a consequence of loss not attributable to it, including for example due to the untimely delivery of the goods by the Seller's suppliers, force majeure, unforeseen disturbances in the Seller's operation, especially the lack or shortage of electricity, delays in transport or customs procedures, road blocks, time limitations in road transport – the delivery date shall be automatically shifted by the duration of the obstacle. In the above mentioned case the Buyer shall not have the right to lodge a complaint or to have any other claims towards the Seller, in particular claims for the compensation resulted from the delay in delivery.
11. The Seller can make the execution of the order submitted by the Buyer's conditional on the advance payment for the Buyer's new order even in case when such an order was earlier confirmed by the Seller, especially in a situation when the Buyer is in default with payments or settles them in an untimely manner or the payment for products is doubtful. The Seller can also make the performance of the subsequent order, even one confirmed by the Buyer, conditional on the settlement of all remaining payables due from the Buyer to the Seller.
12. In case of delays in payments, the Seller reserves the right to suspend further deliveries as well as charge the Buyer with statutory interests for delay until all the payables along with interests are paid. Until this time, the goods, despite being released from the Seller's warehouse, remain the Seller's property.
13. Lodging of a complaint does not release the Buyer from the obligation of making payment for goods or services within a stipulated time.

14. Withdrawal of the Buyer from reception of the ordered goods following acceptance of the order by the Seller may only take place once the Seller's written consent in this respect has been received. If the order is withdrawn wholly or partly with the Seller's consent, the Buyer may be obligated to cover costs borne by the Seller in connection with the execution of such an order.
15. If, upon conclusion of the transaction, there are facts and circumstances revealed which can indicate significant worsening of the Buyer's financial situation (for example, cancellation of the Buyer's credit limit by the insurance company - of which the Buyer is obliged to immediately notify the Seller), the Seller has the right to cancel the order, even if it has been confirmed by the Seller, or request payment prior to the delivery of the products, even despite prior different agreements, as well as request immediate payment of all other payables, even those which are not due yet, for earlier deliveries performed by the Seller for the benefit of the same Buyer.
16. The Seller reserves the right - without need for the Buyer's consent - to assign onto the factor the non-due payables confirmed with invoices from on-going trading issued to the Buyer.

[Claims and Warranty]

§ 5

1. The Buyer shall verify the condition of the goods without a delay on the date of their receipt, maintaining due diligence. All quantitative shortcomings as well as damage to the goods shall be ascertained and confirmed in the form of a claim report drawn up in writing, otherwise being null and void, without a delay, on the date of receipt/delivery of goods, by the person receiving the goods, and has to be signed by the driver or another person releasing the goods, in any case prior to processing of the said goods, otherwise rights arising from the Seller's liability for quantitative deviations shall expire.
 1. In the case of quantitative shortcomings, the report is to specify the discrepancies between the goods actually delivered and the stock issue confirmation documentation and consignment note.
 2. If the goods are delivered via a shipping/courier company, the Buyer shall inspect the consignment at the time of its delivery and an annotation shall be made on the consignment note on the ascertained quantitative shortcomings or damage to the consignment. The loss report should be signed by the courier delivering the consignment.
 3. Quantitative claims and those concerning the damage to the goods shall be reported without a delay in writing by the Buyer or an authorised person in understanding of the present GSC to the address of the Seller's seat or electronically using e-mail.
 4. The stock issue confirmation documentation and the consignment note, signed by the Buyer, persons authorised by the Buyer in understanding of the present GSC or persons receiving the goods without an additional annotation, shall serve for the Seller as proof of the acceptance of a given goods lot without quantitative reservations or a damage.
 5. If the agreed Agreement implementation conditions comprise the collection of goods from the Seller's warehouse facility by the Buyer's transport means, the Seller shall not bear any liability for quantitative shortcomings or damage to the goods caused by an improper loading, transport, unloading or storage of the goods by the Buyer.
 6. Quantitative claims or those concerning damage to the goods shall be examined by the Seller in the shortest possible time which may not exceed 14 working days since the date on which the claim is received in writing or by the electronic mail.
 7. If the Seller recognises the quantitative claim or a claim related to damage to the goods, the Seller may decide, at its own discretion, to have the goods replaced, supply the missing part of the goods, lower the price of the goods or withdraw from the Agreement or its part by

reimbursing to the Buyer the price paid for the goods or for its part. Supplementing the lacking amount or replacement of the damaged goods shall take place within a period agreed by the Seller and by the Buyer.

8. A condition for acceptance of returned goods recognised as defect by the Buyer and accepted by the Seller is that that they may not be processed in any manufacturing processes and have to remain identifiable as to parameters defined in attestations or in other documents. Goods originally packed by the manufacturer have to be kept in original undamaged packaging.
9. Lodging of a claim does not release the Buyer from the obligation of paying the whole price within the agreed deadline.
10. The purchased goods shall not be returned for other reasons than causes specified in the above paragraph.
11. The Seller shall in no case be encumbered by costs of laboratory tests of goods, goods disposal, their withdrawal from the market or similar.
12. The Seller shall be released from liability for quality defects of the product if the product defects are connected with its undue production or processing by the Buyer.
13. The Seller shall bear liability under the warranty for a period of 6 months since collection/delivery of the goods, yet no later than within the shelf life of the goods, and only for physical defects related to quality of the goods.
14. The Buyer loses rights arising from the statutory warranty, especially, when:
 - a. the product was not stored by the Buyer in line with the conditions specified in the Seller's specifications for the given product or in the manufacturer's specifications;
 - b. The Buyer uses the product contradictory to the legal regulations, Contract, intended application of the product or product properties,
 - c. The Buyer collects the other product than one specified in the Order or Offer,
 - d. The Buyer has not inspected the product prior to its use,
 - e. The Buyer has not observed the guidelines and instructions of the manufacturer or the Seller in relation to the product.
15. The Buyer is obliged to inspect the goods within a period of 30 days since delivery and notify the Seller of any defects, immediately once they have been ascertained (within 48 hours since detection), otherwise the Buyer shall lose the right to any claims under warranty for defects. Without prejudice to obligations foreseen in the preceding sentence, the Buyer shall inspect the goods and notify the Seller of potential defects no later than before using the goods, otherwise it shall lose all rights under defects warranty. Deadlines given in this paragraph shall be deemed to have been kept if prior to their lapse the Buyer submits notification of defects, devised in writing under pain of nullity, which is to contain an exact description of defects found in the goods, and with electronic notification using email. Effective notification of defects does not release the Buyer from the obligation of paying the price for the goods delivered to it.
16. Goods, in relation to which the Buyer has lodged the warranty claim, shall be available in the unprocessed form for the disposal of the Seller during the entire period of consideration of the Buyer's claims by the Seller. If the product, in relation to which the Buyer has submitted the warranty claim, has already been processed and the Seller has not inspected the product under obligation provided for in § 5 point 14 of GTCS prior to its processing, the Seller does not bear any liability for non-conformity of the product with the contract.
17. Claims as to the quality of the goods, regarding defects found upon the delivery date and which result from the products themselves shall be considered by the Seller and, in case of acceptance, are satisfied, whereas potential damages are limited to the amount of product value.
18. If the Buyer's compensatory claims for concealed defects of the product exceed the value of the product and the limitation specified in § 5 point 16 has not been effective in the

relevant case, the compensatory claims shall be paid out only within the framework of third-party liability insurance held by the Seller and on the condition of acceptance of the claim by the insurer. The Buyer is obliged to provide the insurer with all and any information necessary for complaint consideration.

19. The parameters presented in the specifications or analysis certificate of the product defined as "typical" or "characteristic" cannot be the basis for a claim to be lodged or accepted.
20. If the Seller recognises defects of the goods, costs of transport of defective goods shall be borne by the Seller.
21. The Seller's liability for losses caused as an effect of the existence of any defects in the goods is excluded if rights under the warranty are exercised.
22. The Seller shall be released from any liability under the warranty if the Buyer was aware of the defect at latest on the date of Agreement conclusion.
23. The Seller is released from any liability and costs connected with withdrawal of the products and goods manufactured, processed and offered by the Buyer from the market.
24. In the event of an unjustified claim the Seller shall have the right to encumber the Buyer by costs of transport and reloading of goods found to be defective and by costs of their inspection.

[Liability]

§ 6

1. The liability of the Seller and of its associates, employees and co-workers for a loss arising from lack of execution or improper execution of obligations resulting from the Agreement, regardless of the legal basis of submitted claims (contractual claims, delictual or others) shall be exclusively limited to the value of the price for the goods pursuant to the concluded Agreement. The Seller shall only bear liability for direct consequences of its actions or omissions and for actual loss. Liability shall not be limited if the loss is attributable to the Seller's intentional actions.
2. The Seller shall not be held liable for losses arising from faulty nature of the goods as regards costs of usage of products or materials other than the goods.
3. The Seller shall not bear any liability for losses caused as a consequence of using the goods in a way inconsistent with legal regulations, provisions of the Agreement, their designation or properties, especially if the Buyer picked up goods different than those specified in the Order or the Offer and used them in a way in which it would have used the goods indicated in the Order or the Offer, and as a result of failure to abide by recommendations and instructions of the manufacturer or the Seller.
4. The Seller shall not bear any liability for losses in the form of economic losses and lost profits.
5. The Seller shall not be liable for erroneous or incorrect interpretation by the Buyer of information or data given in information materials of the Seller or manufacturers of the goods comprised by the Seller's trade offer.

[Payment Conditions and Price]

§ 7

1. The Buyer shall pay to the Seller the price the amount and form of which is designated in the Agreement, without any deductions, based on the VAT invoice issued by the Seller.
2. The Buyer shall be obliged to pay the price within a period indicated in the offer or, if the payment deadline has not been indicated therein, in the VAT invoice issued by the Seller.
3. If payment of the price is to be done by a bank transfer, the date on which funds are received on the Seller's bank account shall be deemed to be the payment date.

4. Prices given by the Seller shall be net prices and shall be increased by the tax on goods and services, according to rates binding on the day on which the invoice is issued.
5. Delay in payment of the price for the supplied goods authorises the Seller to charging statutory interest for each day of delay and to immediate withholding of all supplies of the goods until all overdue payments have been regulated including the due statutory interest calculated as of the maturity date until the payment date.
6. Subject to rights specified in the paragraph hereinabove, the delay in payment for the supplied goods longer than 14 days (say: fourteen days) after the agreed payment date gives the Seller the right to withdraw from the Sales Agreement without having to fix an additional term to the Buyer.
7. The Seller shall not be held liability for any losses arising from a delay, withholding or refusal to implement the Agreement for reasons specified in the preceding paragraphs.

[Reservation of title]

§ 9

1. The Seller reserves the right to keep the title to the goods until the Buyer has paid the whole due price for the goods delivered in the execution of the Agreement. Further resale, usage, processing, integration, reducing (of value/quantity/quality) of delivered goods may only take place provided that the Buyer has met its obligations concerning payment of the due price for goods supplied under the Agreement. The Buyer shall not have the right to pawn or use the goods delivered supplied in the execution of the Agreement as security, unless it has paid the entire due price to the Seller.
2. The risk of accidental loss or damage to the received/delivered goods from the moment of their release to the Buyer lies on the Buyer.
3. In each case of delay in payment of the due price for goods supplied under the Agreement, the Seller shall have the right to demand the return of the supplied goods, for which it has not received the payment. In such an event the Buyer shall have to return all goods for which it has not made the due payment on the agreed date at its own cost and risk within the deadline specified in the Seller's summons drawn up in writing or in an electronic version using email. In this respect the return of the goods shall comprise loading, transport and unloading in a place and on a date specified by the Seller. Should it prove to be impossible to return the received/delivered goods, the Buyer shall have to return goods of the same parameters, especially with respect to quality, following prior acceptance by the Seller.

[Force Majeure]

§ 10

1. The occurrence of force majeure authorises the Seller to full discontinuation of deliveries or their shifting in time, within the scope and for the period of occurrence of the aforesaid force majeure. The Seller shall not bear any liability for losses attributable to the Buyer as a consequence of delay or withholding supplies due to force majeure. The above provision shall also be applicable in the event of a delay caused by force majeure affecting the Seller's suppliers.
2. The term of force majeure shall be understood by the Parties as events beyond the control of the Parties, which were unforeseeable and impossible to prevent and external in relation to them, in particular such as a fire, a flood or other acts of God, lack of supplies on the part of suppliers, lack of goods at the supplier according to previously contracted conditions, lack of power, strikes, lockout, epidemic, communication disturbances or interference of state authorities.

3. Should the above mentioned circumstances last longer than 14 days, the Parties shall make a decision as to the feasibility of continuing the Agreement. Should a decision be made to have the Agreement terminated, termination of the Agreement shall take place without having to bear any financial consequences, save for payment by the Buyer of the due amounts for delivered and received goods, as well as other due amounts arising from implemented Agreements.

[Data Protection]

§11

1. By accepting the provisions of the present GSC, the Buyer expresses its consent to the processing of its personal data by the Seller and by other entities acting at the Seller's instructions in connection with execution of sales agreement for goods and services.
2. Without the Seller's written consent the Buyer shall not have the right to transfer to third parties any information considered as trade secret, which has been obtained as a result of trade contacts with the Seller.

[Final Provisions]

§ 12

1. The Buyer shall not have the right to transfer, wholly or in part, any rights or obligations that arise from the Agreement onto third parties without first obtaining the Seller's consent, granted in writing, otherwise being null and void.
2. If any of the provisions contained in GSC is or proves to be invalid or ineffective, this shall not affect the binding force of the remaining provisions contained in GSC. In such a case instead of the invalid or ineffective provisions of GSC related to the rights and obligations of the Parties to the sales agreement, relevant applicable mandatory legal regulations shall be applicable directly or appropriately.
3. Sales agreements shall be governed by the law of the Republic of Poland.
4. In cases not regulated by provisions of GSC rights and obligations of the Parties to the Agreement shall be regulated by relevant regulations of the civil code and other mandatory rules of the law.
5. The Parties hereby represent that they will strive at finding resolution to any possible disputes arising in connection with the implementation of agreements comprised by the present General Sales Conditions in an amicable way. Should it prove to be impossible to resolve the issue in an amicable way, all disputes arising directly or indirectly from these provisions shall be resolved by courts of law with jurisdiction over the seat of the Seller.
6. In the event of a dispute in connection with the Agreement, the Parties shall have such dispute resolved by the Court of Law with jurisdiction over the Seller's seat.
7. The present General Sales Conditions come into effect as of 01.09.2021 and shall be applicable to all sales and delivery agreements concluded following 01.09.2021.