1. These terms and conditions apply to all orders for services, goods, products and others placed by the Purchasing Department of the Ordering Party, regardless of whether as a result of its acceptance a contract for the provision of services, works, supplies, construction works or others will be concluded. The term "Contractor" hereinafter referred to in these conditions shall refer to a Contractor, a Service Provider, a Contracting Party, a Supplier, etc., as appropriate.

2. The Ordering Party reserves the necessity of a written confirmation of acceptance of this order to be carried out by a person authorized to act on behalf of the Contractor within seven (7) days of its receipt. If this confirmation is not performed, this order does not bind the parties.

3. Any changes to the subject of the order may be made after prior written consent of the Ordering Party.

4. The Contractor undertakes to perform the order within the time specified in the order. In the event of a delay in executing the subject of the order or removing the defect during the guarantee or warranty period, the Ordering Party will be entitled to demand from the Contractor a contractual penalty amounting to 1% of the value of the subject of the order, charged for each day of the delay, but not more than 15% of the value of the subject of the order, with a reservation that the Ordering Party is authorized to claim supplementary compensation if the damage exceeds the amount of the contractual penalty.

5. Regardless of the contractual penalty, and without prejudice to the rights of the Ordering Party by virtue of law, in the event of Contractor's delay in delivering the subject of the order or the documentation specified by the Ordering Party, lasting longer than 7 days, the Ordering Party has the right, at its own discretion, to withdraw from this part or all of the contract, without appointing the Contractor an additional time limit from the order completion or has the right to complete the subject of the order in substitution and at the expense of the Contractor (substitute execution) without having to obtain prior authorization from the court.

6. The Contractor is obliged to deliver also documents along with the subject of the order, the delivery of which is required by law or relevant standards or which have been specified by the Ordering Party (e.g. approvals, tests, certificates, etc.).

7. Receipt of the subject of the order takes place after delivery of the subject of the order and the required documentation. If the Ordering Party finds any defects, incompatibility with the order or other irregularities in the scope of documentation, the Contractor is obliged to complete and / or remove any nonconformities immediately, no later than three days from the date of submission of reservations by the Ordering Party regarding documents.

8. The Contractor undertakes to properly pack and secure the goods before shipping. The costs of packaging and shipment are included in the remuneration (price) unless the parties agree otherwise. If the Ordering Party has defined specific packing and / or shipping conditions in the Purchase Order, the Contractor undertakes to fulfill them.

9. If the Ordering Party stipulates in the Order the need to carry out the acceptance operations before the shipment of the ordered goods and / or assortment, in this case the Contractor undertakes to notify the Ordering Party of the readiness to carry out the acceptance operations at least three days in advance. In this case, the shipment of the goods takes place after prior acceptance operations by the representative of the Ordering Party stating the readiness of the goods for shipment. In the cases specified by the Ordering Party, the acceptance operations prior to shipment may be carried out on the basis of photographic documentation prepared by the Contractor and forwarded to the Ordering Party as proof of the proper preparation of the goods for shipment. In the event that during the analysis of the received photographic documentation the Ordering Party finds nonconformities, the Contractor is obliged to immediately remove any nonconformities found and to provide the Ordering Party with evidence for their removal. Release of the goods for shipment takes place after written confirmation by the representative of the Ordering Party of such a fact.

10. The receipt of the subject of the order must be confirmed in writing. In the case of delivery of goods by the Contractor, it is assumed that the person authorized by the Contractor to sign documents related to the receipt of the subject of the order is the person who delivers the goods.

11. Any acceptance operations, including quality acceptance carried out by the Ordering Quality Control Service, do not release the Contractor from responsibility for delivering the subject of the order in accordance with the contract (order) and for the defects of the delivered goods.

12. The Contractor declares that the subject of the order will be free from defects and faults at the time of its release and that it will meet the requirements specified by the Ordering Party, in particular that it will comply with the attached technical documentation and standards applicable or referenced by the Ordering Party in this order.

13. For the delivered assortment, the Contractor grants the Ordering Party a quality guarantee for a period not shorter than the period of the quality guarantee granted by the product manufacturer, however, not less than 24 months from the date of receipt of the order by the Ordering Party. If the Ordering Party has defined a longer warranty period in the content of the order, in such a case the date specified by the Ordering Party shall apply.

14. The Contractor shall be liable to the Ordering Party under the warranty for defects of the sold and / or delivered assortment for a period at least equal to the period of the quality guarantee, however, not less than 24 months from the date of receipt of the order by the Ordering Party.

15. The Contractor's liability due to the warranty for defects includes liability for defects in the assortment and the consequences of such defects.

16. The Parties agree that the lack of prompt quality or quantity control of the sold and / or delivered assortment after delivery to the Ordering Party does not exclude the Contractor's liability under the warranty for defects, if the Ordering Party reports a defect of the assortment immediately after its detection, during the warranty period .

17. Notifications of defects and / or faults are made in writing to the Contractor's address or electronically to the Contractor's e-mail address.

18. Replacement of a defective product with a new one or removal of a defect should take place within 7 days from the date of notification by the Ordering Party. The right to make a decision about replacing a defective product or repairing it, or about the withdrawal from the contract or a demand to reduce the price is vested in the Ordering Party.

19. The Ordering Party may as a substitute of the Contractor and at his cost remove defects not removed by the Contractor within the prescribed period, without losing the rights resulting from the guarantee and the warranty, without the need to obtain prior authorization of the court.

20. The Contractor will not refuse to remedy the defects in the subject of the contract, regardless of the amount of costs involved.

21. Without prejudice to the rights arising from the force of law or this contract, in the event of a significant, irremediable defect of the assortment, the Ordering Party is entitled to withdraw from the order with ex tunc effect (with restoration of everything) or request for performance a second time. However, if restoring to the previous state is technically impossible or would be pointless due to economic reasons, the Ordering Party may demand a reduction of contractual remuneration and compensation for damage. A defect is considered to be irremovable when its removal is associated with a disproportionate amount of money.

22. In the event of an insignificant, irremovable defect, the Ordering Party may demand an appropriate reduction of the contractual remuneration / price.

23. Remuneration for this order execution is a lump sum within the meaning of Article 632 §1 of the Civil Code, and in the case of sale, the price is unchangeable and constant, unless the parties agree otherwise and this is stated in writing under pain of nullity. The remuneration or price shall be payable by the Ordering Party to the Contractor by a bank transfer to an account specified on the invoice by the Contractor, after delivery of the given assortment, within 30 days from the invoice delivery date, unless the parties agree otherwise. The payment date shall be the date of debiting the account of the Ordering Party. The payment period is counted from the date of delivery to the Ordering Party of the invoice issued after receipt of the complete delivery together with the required certificates and other documents. Unless agreed otherwise in writing under pain of nullity, the agreed prices are fixed until the end of the contract and are not subject to valorization, in particular they are not subject to indexation due to changes in labor costs, material costs or other costs. The above applies to lump sum, unit prices and wages paid at hourly rates. The agreed prices include all taxes, fees, duties, import duties, surcharges and obligatory contributions to organizations representing interests or similar institutions (hereinafter referred to as "fees") charged in this country or other country in connection with the conclusion and performance of the Agreement.

24. The Contractor declares that the bank account specified on the invoice proper to receive payment will be, within the payment date, on the so-called whitelist (Article 96b of the VAT Act). Otherwise, the Ordering Party reserves the right to pay to one of the Contractor's bank accounts which on the date of the transfer order is on the so-called whitelist. The parties agree that in case of lack of at least one Contractor's account present on the so-called whitelist is antamount to granting a discount of 20% of the value of the Order.

25. The Ordering Party informs that, in accordance with the adopted policy, the payment is performed using the split payment mechanism. In the case of orders in a foreign currency, the Parties confirm that the amount of VAT will be settled in PLN in the amount indicated on the invoice issued by the Contractor.

26. In correspondence (including invoices, delivery notes, etc.) it is required to refer to the number of our order and to indicate prices in the delivery notes under pain of returning the delivered goods.

27. Receivables resulting from the order including compensation and interest cannot be traded (assignment, sale), in accordance with Article 509 of CC, without the written consent of the Ordering Party under pain of nullity.

28. The Contractor will not refuse to remedy the defects in the subject of the contract, regardless of the amount of costs involved.

29. The Ordering Party shall be entitled to demand from the Contractor a contractual penalty in the amount of 15% of the value of the subject of the order in the event of withdrawal from the accepted order for reasons attributable to the Contractor, with a reservation that the Ordering Party is entitled to claim supplementary compensation if the possible damage exceeds the amount of the reserved contractual penalty.

30. If the subject of the order are services or works, the Contractor is required to obtain prior written consent of the Ordering Party to employ a subcontractor to perform part of the works. The Contractor is responsible for the activities of subcontractors.

31. If the subject of this order are works as defined by the Act on Copyright and Related Rights, or if in the performance of this order the Contractor will provide the Ordering Party with any material constituting a work, then within the remuneration resulting from the execution of the subject of the order determined by this order the Contractor transfers the property copyright to the Ordering Party for the work or works covered by this order, with the right to dispose of them and exercise dependent rights by the Ordering Party without restrictions in time and without territorial restrictions, in all known fields of exploitation, in particular: in the scope of recording and reproducing materials - producing by any technique, including printing, reprographic, magnetic recording and digital technique, and recording the work on any image carrier available at the time the contract is concluded, including on any magnetic media possible to use on a computer, the Internet and various types of multimedia techniques; to multiply them using any techniques available at the time the contract is concluded (including digital and audiovisual techniques), inserting them to the computer memory or other permanent or non-permanent memory, in the scope of marketing of the original or copies - marketing, lending, renting the original or copies, in the scope of dissemination of the work in a way other than specified above - public performance, displaying, reproducing and broadcasting and reemitting, and making the work publicly available in such a way that everyone can have access to it in a place and time chosen by them, in the scope of translation, adaptation, layout changes or any changes, including changes in content and graphics.

32. If the subject of this contract is research or development work, the Ordering Party will be entitled to all results obtained by the Contractor in execution of this order. If an invention or a utility model is made during the execution of the order, the Ordering Party has the right to submit the solution to the Patent Office.

33. This order is subject to the jurisdiction of Polish courts and subject to Polish law unless the parties agree otherwise and this is stated in writing under pain of nullity.

34. Any disputes that may arise between the Parties in connection with the execution of this contract shall be resolved by the competent court for the seat of the Ordering Party provided that the law permits the use of a prolongation clause. In other cases, applicable Polish law applies.

35. Information about this order, as well as submitted in connection with this order or regarding the content of attached documents, in particular: all technical documentation (including: technical documents, statements, technology sheets, technical drawings and solutions used), the content of this order, information about the organization of the enterprise is the secret of the Ordering Party's enterprise within the meaning of the Act of 16 April 1993 on Combating Unfair Competition. Accepting this order is tantamount to obliging the Contractor to take measures to protect the received information constituting the secret of the Ordering Party's enterprise against unauthorized use, disclosure or dissemination, in particular not to disclose this information to third parties and not to disclose it in any way, without prior written consent of the Ordering Party under pain of nullity, as well as not to copy it and use it only in a justified manner, as it results from the content of the legal relationship.

36. The Parties agree that, without prejudice to the rights arising from the force of law or this contract, acting pursuant to Article 395 § 1 of the Civil Code, they reserve for the Ordering Party a contractual right to withdraw from each of the orders (with ex nunc effect), however, the Ordering Party may exercise this right within 120 days from the date of placing the given order. In order for the Ordering Party to execute the contractual right to withdraw from the contract pursuant to the above, it is necessary to submit to the Contractor by the Ordering Party, within the period referred to above, a written statement of withdrawal. If the Ordering Party uses the contractual right to withdraw from the contract, the Contractor shall immediately cease further work. The Parties shall immediately carry out an inventory of the work carried out, and the Ordering Party shall pay the Contractor for all works, deliveries and services performed up to the date of receiving the statement of withdrawal. In this case, the Contractor will not claim other claims from the Ordering Party.

37. The Contractor undertakes to execute orders in a manner consistent with the law, respecting human rights, treating everyone with due dignity and respect and respecting the provisions of the Universal Declaration of Human Rights of the United Nations. The Contractor undertakes to prevent accidents at work and to ensure proper working conditions for employees. The Contractor undertakes to counteract discrimination in its organization, showing everyone due dignity and respect, regardless of gender, age, position held, length of service, appearance, disability, nationality, religion, political beliefs, trade union membership, religion, property status, type of employment, etc. The Contractor declares that it respects the employees' right to freely associate and join parties, associations, etc. The Contractor undertakes to observe the principles of integrity, prevention and counteracting corruption. It is forbidden to request, accept, offer, transfer money or other benefits to the Ordering Party's employees, except for occasional gifts accepted by the custom at a given place and time. For each identified case of attempts to offer, transfer money or other benefits to the Ordering Party's employees by the Contractor or its employees, except for the occasional gifts mentioned above, the Contractor shall pay the Ordering Party a contractual penalty in the amount of PLN 50,000, subject to the possibility of claiming supplementary compensation above the amount of the contractual penalty.

38. The Contractor undertakes to submit a declaration on the status of the entrepreneur, pursuant to the provisions of the Act of 8 March 2013 on preventing excessive delays in commercial transactions as amended. The declaration form is available on the Ordering Party's website, in the Suppliers tab.

39. Acting pursuant to the provisions of Article 4c of the Act of 8 March 2013 on preventing excessive delays in commercial transactions as amended, the Ordering Party declares that it has the status of a large entrepreneur within the meaning of Annex I to Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain

categories of aid compatible with the common market in application of Articles 107 and 108 of the Treaty.

40. Please be informed that the Administrator of your personal data is Zamet S.A. with its registered office in Piotrków Trybunalski, at 38b Romana Dmowskiego Street, NIP 7712790864, REGON 100538529, KRS 0000340251. In case of any questions related to the processing of personal data, we encourage you to contact us via email: ochronadanych@zametsa.com and in writing to the address of our office. Your personal data will be processed in order to conclude and perform the contract on the basis of art. 6 par. 1 lit. b Regulation (EU) 2016/679 of the European Parliament and of the Council and legitimate interests pursued by the administrator of art. 6 par. 1 lit. f Regulation of the European Parliament and of the Council (EU) 2016/679 in connection with management, planning and organization of work, protection of the Company's property. Your personal data will not be processed in an automated way, including in the form of profiling. Your personal data will be kept for the period required by applicable law and the time required to establish, investigate or defend claims. The image captured on video monitoring will be stored for a maximum of one month. The recipients of your data may be entities providing IT services, entities providing physical protection services of the facility and other entities authorized on the basis of separate legal provisions. You have the right to request access to your personal data, rectification, deletion or limitation of processing, the right to object to the processing, as well as the right to transfer data. Providing your data is voluntary but necessary for the conclusion and performance of the contract. Therefore, in the event of failure to do so, this will make it impossible to conclude the contract in question. You have the right to lodge a complaint with the supervisory body which is the President of the Office for Personal Data Protection.

41. This order may be accepted for execution only without reservations, in accordance with Article 681 §2 of the Civil Code. Any reservations made in response to this order, including any general conditions applicable at the Contractor, are binding only if they are confirmed by the Ordering Party in writing under pain of nullity. The Contractor's acceptance of this order means acceptance thereof without any reservations, unless the parties agree otherwise in writing, under pain of nullity as indicated in the preceding sentence.