

## GENERAL CONDITIONS OF SALE AND DELIVERY OF TEKNOS Sp. z o.o. GOODS

Version of 02.01.2023

### I. DEFINITIONS

Terms defined in this document, the Framework Agreement, Price Lists/Offers or other such materials used by Seller, unless otherwise specified by Seller, shall have the following meaning:

**Seller** - TEKNOS Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw at ul. Piotra Bardowskiego 8, 03-888 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, XIII Commercial Division of the National Court Register under number 0000052214, NIP 5221670517

**GCSD** - these General Conditions of Sale and Delivery of Goods by TEKNOS sp. z o.o.

**Civil Code** - the act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended).

**Business days** - these are days from Monday to Friday excluding public holidays.

**Buyer** - Entrepreneur who signed a Framework Agreement with the Seller or submitted an Order, which was accepted by the Seller and approved in writing or in electronic form.

**Parties** - Buyer or Seller individually, or Buyer and Seller jointly, respectively.

**Entrepreneur** - an entrepreneur within the meaning of Article 43[1] of the Civil Code, with the exception of natural persons conducting a sole proprietorship, for whom a distance sales and delivery agreement is directly related to their business activity, but not of a professional nature, resulting in particular from the subject of their business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;

**Goods** - products sold by the Seller, in particular paints in original manufacturer's packaging before their application, including Tinted Goods prepared by the Seller.

**Tinted Goods** - Goods pigmented with the use of Dosing and Mixing Equipment used in accordance with Seller's specifications and equipped with legal and current software installed by Seller. The Tinted Goods are systemically sealed in the manufacturer's packaging after the pigments have been dosed and marked with stickers printed from the Dosing and Mixing Equipment.

**Framework Agreement** - agreement concluded between the Seller and the Buyer, setting out the principles of their cooperation.

**Agreement** - the agreement for sale of Goods, as defined by the Civil Code, concluded between the Seller and the Buyer in the scope of the Order placed by the Buyer.

**Order** - a declaration of intent of the Buyer or a person acting on his behalf or for his benefit, aiming directly at concluding a Sales Agreement for Goods received electronically at the address or in another form accepted by the Seller, in particular in the Framework Agreement, made on the basis of the Framework Agreement or without it, containing in particular the correct (consistent with the Price List): Code of the Goods, name of the Goods, in the case of Tinted Goods - Tint Code, quantity of the Goods, Invoicing currency in accordance with the Offer, as well as place of delivery, full details of the Buyer, date, name of the person acting on behalf of the Buyer and other relevant conditions. Each Order placed by the Buyer shall be deemed an offer of the Buyer within the meaning of the Civil Code submitted to the Seller. It is assumed that the address from which the Order is sent is the Buyer's e-mail address for the purposes of formal correspondence concerning the execution of Orders between the Parties. Acceptance of the Offer by the Seller requires its confirmation by email. Any declarations of intent made by means of devices and means of communication assigned to the Buyer or under his control (in particular telephone number, fax, e-mail address) shall be deemed as coming from the Buyer and having effect within the relationship between the Buyer and the Seller. It is unacceptable for the Buyer to indicate prices in

the Order other than those indicated in the Price List. Placement of the Order and conclusion of the Agreement takes place at the prices indicated by the Seller in confirmation of the Order.

**Price List/Offer** - document (printed or sent by e-mail as a .pdf file) containing in particular net prices of Goods selected by the Seller within particular segments of paints (see: [www.teknos.pl](http://www.teknos.pl)), possibly other commercial terms and conditions, drawn up by the Seller, made available to the Buyer as a printout or in electronic form or within particular applications made available by the Seller for submitting and sending Price Lists and commercial terms and conditions to the Buyer. Unless otherwise specified in the Price List, the information indicated therein, in particular the prices of the Goods, shall be valid for a period of up to 30 days from the date of publication of the Price List. At the same time, a term of validity of the Price List longer than 180 days requires the confirmation in the form of a signature of persons formally authorised to represent the Seller, otherwise, irrespective of the information given in the Price List, the Price List shall be valid no longer than 180 days from the date of its publication. Change of the Stor. Cat. does not constitute an amendment to the Price List/Offer unless it results in a change in prices or new charges.

**Carrier** - the entity or person who delivers the Goods ordered by the Buyer.

**Authorised Distributor** - an entity cooperating with the Seller in selling and distributing the Seller's Goods. A current list of Authorised Distributors is available at [www.teknos.pl](http://www.teknos.pl). Seller may assist Authorised Distributors with offering and technical support if Seller so chooses. The Authorised Distributor is solely responsible for the Goods sold by the Authorised Distributors and the terms of sale.

**ERP System** - Seller's ERP-class IT system used to support and record the turnover of goods and accounting and to generate and distribute documents related to the implementation of sales and deliveries.

**MS/MR Storage Category (Stor. Cat.)** - Goods attribute in the ERP System. Assignment of MS/MR category results in the fact that the given Goods will be kept in the Seller's stock in amounts resulting from rotation in a representative period, or on the basis of a forecast agreed with the Client. Goods with stock category MS/MR are automatically replenished according to the settings in the ERP System.

**ML Storage Category (Stor. Cat.)** - Goods attribute in the ERP System. Assigning ML category means that the given Goods will not be automatically added to the Seller's stock. The ML category Goods shall be available to the Buyer on the Seller's stock in quantities resulting from the Buyer's Call of Order accepted by the Seller.

**MO Storage Category (Stor. Cat.)** - Goods attribute in the ERP System. Assigning the MO category means that the given Good will not be automatically added to the Seller's stock. Goods of MO category shall be delivered to the Buyer each time on the basis of the Order with admissible tolerance of delivered quantity of Goods +/-20% in relation to the Order. In the event of Ordering by the Buyer of a quantity smaller than the minimum production batch of Goods the Seller shall add to the delivery a fee in the amount specified in the "Price List for Transport and Tinting Services" (does not apply to Powdermix Goods). When ordering Goods of MO Stor. Cat., the Buyer is obliged to pay the Seller the price for the quantity of Goods delivered, in accordance with sentence 2 above, possibly increased by the fee referred to in the preceding sentence. Seller's liability for delivery of Goods in less than or more than the quantity as defined herein is excluded.

**Goods Code** - a unique sequence of characters identifying the goods index in the ERP System indicated in the Price List/Offer. The Goods Code is required to be provided by the Buyer in the Order.

**Tint Code** - a unique sequence of characters identifying the tint of the given Goods in the ERP System, indicated in the Price List/Offer. The tint code is required to be provided by the Buyer in the Order,

**Unit of Measurement (U.M.)** - unit of measure of the Goods: litres (l), kilograms (kg), pieces (pcs).

**Packaging (Pkg.)** - the capacity of the original packaging of the Goods in Units of Measurement.

**Online Shop Regulations/Regulations** - a document regulating the conclusion of a Sales Agreement via the Online Shop, located on the Seller's website at the following link: <https://www.teknos.com/pl-PL/regulamin-sklepu-internetowego/>

**Online Shop** - website owned by the Seller, through which the Buyer may place an Order for Goods, located at the following link: <https://www.teknos.com/pl-PL/webshop/>;

**Filling (Fill.)** - the content of the Goods in the Packaging stated in Units of Measurement.

## **II. GENERAL PROVISIONS**

1. These GCSD are applicable to all legal relations resulting from Agreements, Orders and deliveries carried out between TEKNOS Sp. z o.o. as the Seller and the Buyer, unless otherwise stipulated in the Framework Agreement, the Regulations of the Online Shop or regulations of particular services offered by the Seller.
2. The General Conditions of Supply for the TEKNOS Group are excluded.
3. The Parties may regulate their rights and obligations related to sale and delivery of Goods in a different manner in the Framework Agreement, Regulations of the Online Shop or Rules and Regulations of individual services offered by the Seller, with the reservation that in the scope not regulated therein, the GCSD shall apply.
4. The current content of GCSD is always available, upon request of the Buyer, at the registered office of the Seller, and is also posted on the official website of the Seller [www.teknos.pl](http://www.teknos.pl).
5. The Buyer is obliged to get acquainted with the content of GCSD before placing an Order.
6. The Buyer is an independent Entrepreneur and in the scope regulated by these GCSD, he is in no case an employee, agent or sales representative of the Seller.
7. The Buyer declares that:
  - a) the conclusion of the Agreement does not infringe the rights of third parties and does not require the consent of such persons, and if such consent was required, the Buyer ensures that it was obtained;
  - b) has the necessary knowledge, qualifications and experience in the use of the Goods as part of the business conducted by the Buyer;
  - c) no arrangement, bankruptcy, reorganization, liquidation or enforcement proceedings are pending (as well as no application has been made in this regard) to which he is a party and which could affect the Buyer's ability to fulfill obligations under this Agreement or its validity and enforceability, and if they do, undertakes to immediately notify the Seller in writing.

## **III. ORDERS**

1. Information about the Goods given by the Seller, in particular in the Price List/Offer, descriptions of the Goods and prices, constitute an invitation to conclude the Agreement, within the meaning of Article 71 of the Civil Code.
2. The Seller undertakes to supply the Goods to the Buyer in accordance with applicable standards and regulations in the Republic of Poland.
3. The Seller shall execute Orders accepted by it in accordance with the GCSD, unless anything else results from the Framework Agreement, Rules of the Online Shop or rules of additional services.
4. Actions aimed at concluding the Agreement, in particular placing an Order may be performed only by persons duly authorised to act on behalf of the Buyer. It is assumed that the person placing the Order is the person authorised by the Buyer to do so.

5. By placing the Order, the Buyer undertakes to comply with the economic sanctions imposed on the Russian Federation.

6. For the purposes of these GCSD, economic sanctions referred to in point 5 above shall be understood as restrictions imposed by the European Union, the United States and the United Kingdom against the economy of the Russian Federation and natural and legal persons associated with the Russian Federation.

7. The Agreement is concluded when the Seller electronically confirms the Order.

8. In case of Orders of significant value placed by the Buyer's employees, the Seller reserves the right to request confirmation of Orders by persons authorised to make declarations of will and assume obligations on behalf of the Buyer, as well as the right to request appropriate authorisations.

9. The Seller may propose to the Buyer replacement of the ordered Goods with other Goods, with similar parameters and properties, as the Goods ordered earlier by the Buyer. The Seller sends a proposal to change the Goods to the Buyer by e-mail to the address specified in the Order. After expressing consent to replace the Goods by the Buyer in the form of Order confirmation, by e-mail, the Seller commences processing of the Order in accordance with the provisions of GCSD and the content of the modified Order. Within 3 days after confirmation of the Order, the Seller shall send an updated Offer to the Buyer. In case of lack of the Buyer's consent for substitution of the Goods with other Goods, the Seller or the Buyer shall have the right to withdraw from the part of the Order concerned by the proposed substitution.

10. The Seller reserves the right to refuse the processing of an Order, in particular when the Order does not contain all the relevant data, when the Buyer delays with any payment to the Seller, in the case of absence of positive verification of the Order referred to in sec. 5-7 above or for any other reason designated by Seller.

11. The Seller shall inform the Buyer about refusal to process the Order, regardless of the reason, by phone or e-mail.

12. The Seller may at any time withdraw from the Agreement in whole or in part.

13. Cancellation of an Order shall not at the same time result in cancellation of confirmed Orders, which shall remain in effect until they are fully executed.

14. The Seller shall, at its option, send a statement of withdrawal from the Agreement by e-mail to the e-mail address indicated by the Buyer in the Order, the Framework Agreement or the Buyer's e-mail address, available in particular on its website.

15. The Seller shall have the unilateral right to conduct promotions or grant discounts to selected Buyers, in particular with regard to fees for delivery of the Order and the fee for performing the service of tinting the Tinted Goods.

#### **IV. BUYER'S OBLIGATIONS**

1. The Buyer undertakes to immediately notify the Seller in writing - no later than within 14 days - of any changes, in particular circumstances relating to his formal, legal and economic situation, including: liquidation, merger, bankruptcy, composition proceedings, changes in the Management Board.

2. The Buyer has no right to change any properties of the Goods or to pour them into other packages without the prior written consent of the Seller.

3. The provisions of point 2 shall not apply to Goods colored in the TEKNOMIX / TEKNOCOLOR / TEKNOTINT system only in the scope of dyeing in the original packaging, provided that the Buyer uses the software provided by the Seller, up-to-date recipes authorized by the Seller, working dyeing machines (with Internet connection in order to update online recipes), a service contract concluded with the Seller and in accordance with the accepted rules of art.

## **V. PRICE**

1. The Goods shall be sold at prices applicable on the date of the approval the order ready for processing, in the Seller's internal system. The Price List/Offer may contain prices in Polish zloty, Euro (€) or in any other currency.
2. In case of sale of the Goods according to the Price List/Offer expressed in Euro (€) or in another currency, the Seller shall issue an invoice in Polish zloty according to the selling rate of the National Bank of Poland (Table A) of the given currency published on the day before the day on which the placed Order will be approved by the Seller's internal system.  
  
first business day of a given year. In subsequent months the EUR exchange rate shall be updated provided that its value published on the first business day of a given month changes with respect to the exchange rate published on the first business day of the year by more than +2% or - 2% and changes with respect to the month in which the exchange rate was last changed in a given calendar year by more than +1% or -1% respectively.
3. At the request of the Buyer and with the express and prior consent of the Seller, the invoice may be issued in Euro (€) or any other agreed currency. However, this requires separate email or written arrangements between the Parties and the Seller's consent.
4. When ordering Tinted Goods, Seller may charge an additional fee for tinting. For the price list of the tinting service, please refer to the "Price list of transportation and tinting services".
5. The Seller will make every effort to ensure that the product is properly packed. Standard packaging materials are not subject to additional charges and are not returnable, except for returnable pallets. Teknos Sp. z o.o. prices a deposit for returnable pallets in the amount in accordance with the Price list for transport and dyeing services of Teknos sp. z o.o..
6. Within 60 days of the delivery of the order on returnable pallets, the Seller shall settle the balance of returnable pallets with the customer and, if the pallets are not returned, issue an invoice in accordance with the deposit described in the Price list for transport and dyeing services for the Teknos sp.z o.o.

## **VI. PAYMENTS**

1. The Seller shall be entitled to issue an invoice for the ordered Goods at any time after completion of all or part of the Order, unless the Agreement stipulates an obligation of the Buyer to pay in advance.
2. In the case of payment in advance, processing of the Order will begin after the Seller sends confirmation of the Order and after it receives information from the system of the settlement agent that the payment has been made by the Buyer or funds have been credited to the Seller's bank account, and shipment will take place immediately after completion of the Order.
3. The Buyer shall pay the Seller the price indicated in the invoice, within the payment period specified in the invoice to the account of the Seller indicated in the text of the invoice. In the event of non-payment by the Buyer within the time limit referred to in the first sentence of this subitem, the Seller may, at its option, terminate the Agreement with the Buyer immediately or withdraw from the Agreement, under the terms and conditions specified in item III above. The Seller shall charge statutory interest for delay in commercial transactions for each day of delay in payment for the Order by the Buyer.
4. In the case of an invoice issued in a currency other than Polish zloty, payment of the net amount shall be made to the relevant currency account indicated by the Seller on the invoice, while the value of the VAT from the invoice issued in Euro (€) or another foreign currency shall be made in Polish zloty to the relevant currency account indicated by the Seller on the invoice in the amount stated in Polish zloty on the invoice.
5. The day of payment shall be the day on which the payment is credited to the Seller's bank account or the day on which the Seller receives information from the system of the settlement agent that the payment has been

made by the Buyer. Both the prices indicated in the Price List/Offer as well as the prices after deduction of any discounts granted are net prices, to which Value Added Tax (VAT) shall be added at the applicable rate.

6. VAT invoice and correction of VAT invoice shall be deemed delivered also by sending it in electronic form to the e-mail address indicated by the Buyer in the Order, Agreement or e-mail address from which the Buyer has placed the Order, to which the Buyer agrees. In the case of corrections of VAT invoices in electronic form, the Buyer is obliged to confirm its receipt by sending confirmation in electronic form to the e-mail address of the Seller. In case of corrections of VAT invoices in a paper form, it is necessary for the Buyer to send back a confirmed copy to the Seller's address indicated for correspondence in these GCSD.

7. The Buyer shall not withhold or deduct any amounts claimed or due from the Seller under any other obligation it has with the Seller or from the remuneration the Seller is entitled to from the Buyer under the Agreement, unless otherwise agreed by the Parties.

8. The Seller shall have the right to withhold processing of Orders or delivery of Goods or may withdraw from the Agreement in whole or in part, pursuant to item III.9-10, in the event of delay in payment by the Buyer to the Seller. The Buyer shall not be entitled to any present or future claims for damages or lost profits which may arise in connection with the suspension of deliveries.

## **VII. DELIVERY**

1. Delivery of the Goods shall be charged extra if the Order does not meet the logistic minimum specified in the Price List/Offer or the Framework Agreement. If neither the Price list/Offer nor the Framework Agreement specifies a logistic minimum, it is assumed to be 400 l or 400 kg, depending on the unit of measure of the given Goods. The additional fee referred to in the preceding sentence is specified in the Price List/Offer for Transport and Tinting Services, the current content of which is available on the Seller's website. The costs of delivery and collection of the Goods being the subject of the Order placed by the Buyer shall be incurred by the Buyer.

2. Delivery of Goods is limited to the territory of the Republic of Poland and is realised at the address indicated by the Buyer in the course of placing the Order. In individual cases, delivery to another country is possible by prior arrangement with the Seller.

3. Delivery of the Goods is made through a Carrier.

4. If for the Goods covered by the Order there is a different period of processing, the longest period provided for applies to the entire Order, the Seller reserves the right to deliver the Order in parts.

5. At the moment of handing over the Goods being the subject of the Order placed by the Buyer to the Carrier or directly to the Buyer (in case of personal collection), benefits and burdens related to the thing as well as the danger of accidental loss or damage of the thing are transferred to the Buyer.

6. Delivery shall be made on Business Days in accordance with Exhibit that is available at the following [link](#). The Seller may individually agree with the Buyer delivery also on days other than Business Days.

7. Delivery of the Goods shall take place at the time indicated by the Seller.

8. Collection organised by the Buyer shall be possible only upon each approval of the Seller and shall require the provision by the Buyer of means of transport adapted for loading with the use of hydraulic ramps. The Goods shall be collected by the Buyer by means of transport organised by the Buyer, subject to section 1, from the place and at the time indicated by the Seller, using vehicles adapted for loading in TIR docks (hydraulic ramp).

9. The commencement of the date of delivery of the Goods or their collection by the Buyer indicated by the Seller shall be counted from the date of confirmation of the Order by the Seller. Starting from January 1, 2022, the implementation of standard orders for products kept in stock will be based on the following principles:

Orders - products kept in stock

- Day 1 accepting the order - from 8.00 to 16.00
- Day 2 shipping to max. 10.00 a.m.

- Day 3 delivery to the customer

Dyed product orders kept in stock

- Day 1 accepting the order - from 8.00 to 16.00
- Day 2 tinting / picking
- Day 3 shipping to max. 10.00 a.m.
- Day 4 delivery to the customer

Public holidays, Saturdays and days with restrictions on the movement of trucks are not counted towards the period of the Order.

10. The above deadlines do not apply to processing of Orders for Goods manufactured or imported on the Buyer's special request, as well as Orders for Goods that the Seller does not have in stock at the moment of submitting the Order. Seller shall promptly notify Buyer of the occurrence of such circumstances. In such a situation, the Seller will inform the Buyer about another delivery date.

11. Upon receipt of delivery of the Goods, the Buyer shall be obliged to check their condition. If any damage or other objections are found upon collection of the Goods by the Buyer, a report of objections should be made in the presence of the Carrier, specifying the exact quantity and type of Goods and their damage in accordance with the procedure in force at the given Carrier.

12. The Seller is not responsible for the actions of the Carrier.

13. The Seller shall not be liable for damages resulting from incorrect or incomplete data provided by the Buyer while placing the Order (e.g. lack of Item code of the Goods from the Price List/Offer), as well as caused by incorrect contact details or collection address.

14. It is assumed that the person collecting the Goods on behalf of the Buyer is a person authorised by the Buyer to take delivery and sign on its behalf on the delivery document, as well as to perform other actions related thereto.

15. In the event of the Buyer's failure to collect the ordered Goods on one occasion, if they were delivered through a Carrier, or failure to collect them within 7 days from receipt of notification of readiness of the Goods for collection at the Seller's personal collection point, the Seller may, at his discretion, designate another date for collection or delivery of the Order to the Buyer or terminate the Agreement with immediate effect with the Buyer or withdraw from the Agreement, under the terms and conditions specified in item III above. In addition, the Buyer shall be obliged to pay the costs incurred by the Seller for non-collection of the Goods referred to in this subitem and the cost of shipping the Goods.

16. The Buyer undertakes to pay all costs incurred by the Seller due to the Buyer's failure to collect the Ordered Goods.

17. The Seller shall not be liable for any damages incurred by the Buyer as a result of waiting for loading by means of transport organised by the Buyer, as a result of failure to adhere to the time limit for acceptance of the Goods specified in the Order or the Agreement or specified by the Seller as well as as a result of placing a means of transport not adjusted to the hydraulic ramps or as a result of lack of possibility to unload the delivery by means of transport organised by the Seller, for reasons attributable to the Buyer.

## **VIII. LIABILITY, DEFECTS IN GOODS**

1. The warranty for defects referred to in the Civil Code is excluded.
2. The Seller shall not be liable in particular in the event of storage, transport or application of the Goods inconsistently with the information contained in Technical Information Sheets, Safety Data Sheets, labels of the Goods or in specifications made available by the Seller, use of the Goods in coating systems with coatings obtained with the use of paints and varnishes of other producers, sale of the Goods in packaging other than factory packaging, capacity (except for tinting), use of a system for tinting the Goods other than recommended by the Seller or use of devices for this purpose other than authorised and serviced in accordance with the instruction by the Seller.
3. The Seller's liability for lost profits in relation to the Buyer is excluded.
4. Any liability of the Seller under a Sales Agreement, Framework Agreement or provision of services to the Buyer shall be limited to half of the amount resulting from the last Order placed by the Buyer.
5. The Seller shall have no liability other than that set forth in the GCSD, under the Agreement, Orders or deliveries (express or implied), for damage caused to Buyer or user by tort or otherwise. On account of defects of the Goods the Seller shall not be liable for any loss of profits or income, loss of time or loss of possibility to use machines or devices. Seller shall also not be liable for any special or indirect loss or damage.
6. The Buyer shall not be entitled to any claims against the Seller on account of claims of third parties arising from the use of the Goods.

## **IX. INTELLECTUAL PROPERTY**

1. The use of graphic symbols, logos, trade marks and trademarks of the Seller, in addition to the symbols and patterns presented in Appendix 1 "TEKNOS logotype and corporate colors patterns", requires the written consent of the Seller, in particular the Buyer does not obtain under the Sales Agreement any legal title or the prospect of its acquisition, for registration or use in any other form of the Seller's graphic symbols and logos.
2. Any drawings, specifications, technical sheets, advertising materials or other materials made available by Seller to Buyer or the public are the sole property of Seller. Buyer shall not make changes to these materials without Seller's prior consent. Buyer further warrants that the aforementioned materials will be:
  - a. used exclusively for the processing of the Orders,
  - b. marked as belonging to the Seller,
  - c. in the possession of the Buyer at his risk and
  - d. maintained by Buyer in good condition and if necessary will be replaced by Buyer.
3. The Buyer undertakes not to make changes in advertising materials concerning the Goods without the consent of the Seller.
4. The Buyer, on his own or on the basis of an appropriate authorisation, grants the Seller a free, non-exclusive, unlimited in time and territory license for the logotype of the Buyer's business activity, to use it for his own purposes of the Seller's business activity in the following fields of exploitation: recording, multiplication by any technique, introduction of the work into computer memory and into a computer network, public display or reproduction on the Internet, in particular on the Seller's website.
5. The Buyer agrees to include the above data in the list of Seller's customers, available, inter alia, on Seller's website.



## **X. SECRET INFORMATION**

1. The Buyer undertakes to keep confidential all information regarding the Seller obtained in connection with the Sales Agreement, as well as all information regarding the conclusion of the Agreement itself, the content of its provisions and the performance of the Agreement, regardless of the form of their transmission or disclosure and the information medium (hereinafter: „Confidential information“).
2. The Buyer undertakes not to distribute and not to use any Confidential Information for purposes other than the performance of the Sales Agreement, including for the purposes of any third parties, without the prior written consent of the Seller.

## **XI. PERSONAL DATA**

1. The Buyer entrusts the Seller with the processing of personal data of persons who are authorised to represent the Buyer in the Agreement and in relations arising therefrom or these GCSD.
2. The Controller of personal data of Buyers who are entrepreneurs conducting a sole proprietorship is the Seller. The personal data provided by Buyers are collected and processed by the Seller in accordance with applicable law and in accordance with the Information Clause, constituting Annex 2 to GCSD.
3. The Seller processes personal data in order to implement the subject matter of the Agreement and in order to comply with the obligations set forth in legal regulations.
4. The Seller may provide personal data to entities entitled to receive them under the law, its employees and persons employed on another legal basis.
5. Due to the voluntary nature of the personal data provided by the Buyer, they have the right to access their personal data, correct them, and may request the Seller to remove the previously provided personal data from data files maintained by the Seller, subject to the following sentence. Seller may refuse to remove the data if the Buyer by their behaviour so far have violated the provisions hereof or applicable laws, or in the event when the storage and processing of data by the Seller is required by law.

## **XII. FINAL PROVISIONS**

1. Each of the Parties to the Sales Agreement is entitled to transfer all or part of its rights or obligations under the Sales Agreement to any third party, however, the Buyer is entitled to do so only with the prior written consent of the Seller.
2. The Buyer is obliged to promptly notify the Seller of any changes in delivery addresses, authorisations, powers of attorney, under pain of considering correspondence and processing of Orders submitted by persons so far authorised or as valid and considering effective delivery to the last address indicated.
3. In all matters not regulated in this GCSD, the Framework Agreement or the Additional Services Regulations, the provisions of the Civil Code shall apply.
4. Shall any of the provisions of these GCSD be deemed invalid, illegal or unenforceable in any scope pursuant to law, this shall not affect the validity of the remaining provisions of the GCSD.
5. Any and all cases and disputes arising from orders or agreements concluded between the Seller and the Buyer, in particular those related to establishing the existence of the legal relationship linking the Seller and the Buyer, its performance, termination, invalidation and seeking damages for non-performance or undue performance of the order or agreement shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Poland and Polish law.

6. The court exclusively competent to resolve any disputes arising from the agreements or processing of orders concluded between the Seller and the Buyer is the court having jurisdiction over the registered office of the Seller.

7. The contents of these GCSD are subject to change. The amendments to these GCSD come into force as of the date of its publication on the Seller's website. The amendments do not apply to Orders placed prior to the effective date of these GCSD.

8. Seller's Delivery Addresses:

mailing address: ul. Piotra Bardowskiego 8, 03-888 Warszawa, Polska

email address: logistyka@teknos.com

#### **Appendix 1 "TEKNOS logo and corporate colors templates"**

1. "TEKNOS logotype templates" set out the basic principles for the presentation of TEKNOS logos and are presented in the document "TEKNOS corporate identity for business partners" along with other guidelines explaining the correct use of visual elements in print, promotional materials and the Internet. In order to obtain the logo files and the document in pdf version, please contact the Marketing Manager of TEKNOS at: marketing@teknos.com.

2. The Seller has the right to change the guidelines or the document "TEKNOS corporate identity for business partners" referred to in point 1 above at any time and this does not constitute a change to the GCSD. The Buyer is obliged to apply the new rules as soon as the Seller informs him about the change of this document by e-mail.

3. The Buyer is entitled to use the markings of the Seller or its Goods only in accordance with the Seller's recommendations and in such a way that they present the Seller and its Goods in a positive light. In the event of any doubts by the Buyer as to the use of the Seller's markings or its Goods, the Buyer is obliged to contact the Seller in order to obtain the consent of the Seller.

4. The Seller, at its discretion, has the right at any time to request the Buyer to stop using the Seller's markings or its Goods.

#### **Appendix 2**

##### **INFORMATION CLAUSE**

Pursuant to Article 13 (1) and (2) of the 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) (OJ of EU L 119, p. 1), hereinafter referred to as: GDPR

we inform you that:

##### **1. DATA CONTROLLER**

The Data Controller of your personal data is:

TEKNOS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Warsaw, ul. Piotra Bardowskiego 8, 03-888 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, KRS number: 0000052214, NIP (Tax Identification Number): 5221670517, REGON number: 012307918, with the share capital of: PLN 13.164.500,00

You may contact the Controller regarding your personal information via:

- traditional mail: ul. Piotra Bardowskiego 8, 03-888 Warsaw

- e-mail: daneos@tekno.com

- phone: +48 22 67 87 004

## 2. OBLIGATION TO PROVIDE PERSONAL DATA

Your provision of the requested personal data is voluntary and is not a contractual or statutory requirement. At the same time, providing your personal data is necessary to conclude an agreement or establish contact with the Controller.

## 3. PURPOSES AND LEGAL BASIS OF PERSONAL DATA PROCESSING

Your personal data will be processed for the following purposes:

Purpose	Personal Data	The lawful basis for the processing
conclusion and performance of the sales agreement	name, surname, registered or correspondence address, company, NIP or REGON, e-mail address, telephone number, bank account number	article 6(1)(b) of the GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the performance of the agreement to which you are party
setting up an Account in the Online Shop	name, surname, registered office, mailing address, company, e-mail address, telephone number	article 6(1)(b) of the GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the performance of the agreement to which you are party
ensure continuity of communication and enable contact with the Controller in business matters	name, surname, e-mail address, telephone number, mailing address	Article 6(1)(f) of the GDPR, i.e. processing in order to pursue the Controller's legitimate interest consisting in maintaining continuity of communication and enabling contact with the Controller in matters concerning the Controller's business activity
establishment, pursuit and enforcement of claims and defense of claims in proceedings before courts and other state authorities	name, surname, registered or correspondence address, company, NIP or REGON, e-mail address, telephone number, bank account number	article 6(1)(f) of the GDPR, i.e. processing in order to pursue our legitimate interests consisting in establishing, pursuing and enforcing claims and defending against claims before the courts and other state bodies

fulfilling legal obligations arising from legal regulations, in particular tax and accounting regulations	name, surname, registered or correspondence address, company, NIP or REGON, e-mail address, telephone number, bank account number	Article 6(1)(c) of the GDPR, i.e. the processing is necessary to comply with legal obligations incumbent on us under the law, in particular tax and accounting regulations
direct marketing of own goods and services	name, surname, registered or correspondence address, company, e-mail address, telephone number	article 6(1)(f) of the GDPR, i.e. processing for the purpose of our legitimate interest in marketing activities

#### 4. DATA PROCESSING TIME

Your personal data will be processed until:

- in the case of processing for the purpose of taking steps prior to entering into an agreement at the request of the data subject, as well as processing necessary for the performance of the agreement until the expiration of the period of limitation for claims concerning the performance of the agreement,
- in the case of processing for the purposes of the Controller's legitimate interest, until the moment of lodging an objection to the processing of your personal data (with the exception of situations in which the Controller may continue to process your personal data despite your objection),
- in the case of processing necessary for compliance with legal obligations under the law, until the expiry of the legal obligations incumbent on the Controller which justified the processing of the personal data.

#### 5. PERSONAL DATA RECIPIENTS

The current list of entities to whom we share your personal information can be found [here](#).

#### 6. AUTOMATED DECISION-MAKING (INCLUDING PROFILING)

Your personal data will not be used for profiling or any automated decision-making towards you.

#### 7. TRANSFER OF PERSONAL DATA OUTSIDE THE EEA OR TO AN INTERNATIONAL ORGANISATION

Your personal data is not transferred outside the European Economic Area or to an international organisation.

#### 8. RIGHTS OF THE DATA SUBJECT

Under the GDPR, you have the right to:

- request access to your personal data (Article 15 of the GDPR);
- request the rectification of your personal data (Article 16 of the GDPR);
- request the erasure of your personal data, the so-called "right to be forgotten" (Article 17 of the GDPR);
- request to restrict the processing of personal data (Article 18 of the GDPR);
- the right to object to the processing of personal data (Article 21 of the GDPR),
- request for personal data to be transferred (Article 20 of the GDPR)

If you submit any of the above requests to the Controller without undue delay - and in any case within one month of receiving the request - the Controller will inform you about the actions taken in relation to the request submitted by you.

If necessary, the Controller may extend the one-month period by another two months due to the complexity of the request or the number of requests.

In any case, the Controller will inform you within one month of receipt of the request about the extension of the time limit and give the reasons for the delay.

## **9. COMPLAINT TO THE SUPERVISORY AUTHORITY**

If you believe that the processing of your personal data breaches the GDPR you have the right to lodge a complaint with a supervisory authority, in particular in the member state of your habitual residence, your place of work or the place where the alleged breach occurred.

In Poland, the supervisory authority under the GDPR is the President of the Office for Personal Data Protection.

For more information, please visit: <https://uodo.gov.pl/pl/134/233>