



NYBORG-MAWENT S.A. GENERAL CONDITIONS OF SALE

§1.

General

1. These General Conditions of Sale, hereinafter referred also as: "GCS" set out general rules for the sale of products by NYBORG-MAWENT S.A. with the registered office in Malbork.
2. Definitions used below in the GCS shall mean:
 - a) Seller - NYBORG-MAWENT S.A. with the registered office in Malbork;
 - b) Buyer – entrepreneur pursuant to Art. 43¹ of the Civil Code, purchasing from the Seller the products referred to in d) below;
 - c) Parties - the Seller and the Buyer;
 - d) Products - all goods subject to a sales contract concluded by the Parties, also referred to as: the "Goods";
 - e) Purchase Order - a declaration of intent made by a person authorised to represent the Buyer, containing, in particular, the exact specification of the products, i.e.: the name and quantity of products, as well as the Buyer's data necessary to issue a VAT invoice, contact details. It is allowed to reduce the content of the Purchase Order to a confirmation (acceptance) of the Seller's offer.
 - f) COA - written confirmation of order acceptance submitted by the Seller to the Buyer, containing in particular the exact specification of the products which are the subject to sale, i.e.: name, quantity, unit value of each ordered product, total value of the order and price, method of payment, as well as the date of products' delivery to the Buyer.
3. GCS constitute an integral part of each sales contract.
4. The Seller is entitled to modify the GCS at any time.
5. GCS are posted on the Seller's website: www.nyborg-mawent.com/ows and available in the Seller's registered office, at ul. Ciepla 6, 82-200 Malbork, and they shall be attached, in particular, to any offer submitted by the Seller, which means that they shall be made available to the Buyer prior to the conclusion of the sales contract.
6. Any possible oral arrangements of the Parties related to any withdrawal from any particular provisions of these GCS, any additions to or exclusions from them shall be null and void unless confirmed in writing by the Seller and the Buyer.
7. A contract, the provisions of which become the subject of detailed negotiations between the Parties, and which shall be null and void unless concluded in writing, shall prevail over the provisions of these GCS to the extent to which it will contain provisions other than the ones contained in these GCS (specific contract).

§2

Purchase Order, COA, Contract Conclusion

1. The Buyer shall order products from the Seller using the Seller's applicable terminology.
2. The Purchase Order shall be placed via conventional mail - registered letter sent to the address of the Seller's registered office - Ciepla 6, 82-200 Malbork, or via e-mail. The Buyer placing an order by e-mail is additionally obliged to verify whether it has reached the Seller on the day it was placed. Placing an order in the manner referred to in clauses 1 and 2 above shall be considered by the Seller as being effectively made.
3. By submitting the Purchase Order, the Buyer accepts the GCS.

NIP: 579-000-67-60, REGON: 170052696
BDO 000020111
Share capital: PLN 1 005 750
District Court Gdansk-Pólnoc in Gdańsk

4. The Seller and the Buyer shall be each time bound by the GCS applicable on the day of placing the Order.
5. Written confirmation of order acceptance (COA) shall be given by the Seller, in particular, in the form of an e-mail sent to the e-mail address specified by the Buyer.
6. Within 7 days of receipt of a Purchase Order placed in the manner referred to in clause 2 above, the Seller is obliged to either submit COA to the Buyer, or submit a statement on refusing the order acceptance.
7. Written confirmation of order acceptance (COA) by the Seller is equivalent to concluding a sales agreement on the terms and conditions specified in the GCS.
8. Any amendment made after the Purchase Order or COA was submitted, which, in particular, changes the subject of the sales contractor the terms of order performance is possible only with the consent of the other Party expressed in writing.
9. The Seller receives orders on business days, i.e.: from Monday to Friday, from 8.00 a.m. to 3.00 p.m. Any order placed beyond that time shall be deemed placed on the next business day.
10. The Buyer is entitled to cancel an order only in exceptional situations, after prior written arrangements with the Seller on the terms of order cancellation. The Seller reserves the right to charge the Buyer with any costs that have been incurred by the Seller up to the moment of the order cancellation, not exceeding however the order value.
11. The Seller may decide to make the execution of the order dependent on the payment of an appropriate advance by the Buyer. The Seller shall inform the Buyer about the amount of the advance payment and the date of its payment prior to submitting the written confirmation of order acceptance (COA).
12. General terms and conditions of purchase or other general terms and conditions applicable in the Buyer's company shall not be binding even if they have been communicated to the Seller in writing or otherwise and the Seller has not objected to them. Their application, if any, shall require the explicit consent of the Seller which shall be null and void unless expressed in writing.

§3

Release of products

1. The place of completion of sales contract shall be the Seller's warehouse, unless the Parties agreed otherwise.
2. The release of products shall be confirmed by the Parties with their signatures on the goods release document, i.e. on warehouse documents. In the case the goods are being delivered to the Buyer's premises, the release of goods shall additionally be acknowledged on shipping documents.
3. The risk of loss of or damage to the goods shall pass to the Buyer upon the release of the goods.
4. If the place of goods delivery is the Seller's warehouse, the Buyer shall, upon the release of the goods, check their completeness and general technical condition. If the Buyer has any objections to the issues mentioned in sentence 1 above, the Buyer shall draft an appropriate complaint notice, in which all the objections related to the order shall be precisely stated. After drawing a complaint, the Buyer shall immediately lodge it with the Seller, no later than within 5 days from the date the goods were delivered to it, to the following e-mail address: reklamacje@nyborg-mawent.com
5. If the Parties agree that the Seller shall deliver the product to the Buyer to the place indicated by the latter, the clause 4 above shall apply accordingly.
6. If a complaint referred to in section 4 above is lodged, the §6 of these GCS shall apply accordingly.
7. Lodging a complaint, as referred to in clause 4 above, shall not release the Buyer from the obligation to pay for the goods within the agreed payment date.

8. By signing the goods release document, without a complaint notice being made, the Buyer confirms that the inspections referred to in clause 4 above have been carried out (examination of the goods) and that the goods have been accepted without any objections as to their quantity and quality.

§4

Collection of Products

1. The Buyer is obliged to collect the products from the Seller's premises, i.e. 6 Ciepla Street, 82-200 Malbork (collection of products from the Seller's warehouse) on the agreed date or within 7 days from the date the Buyer was informed by the Seller by e-mail about the order completion.
2. If the Buyer fails to collect the goods within the time limits specified in clause 1 above, the Seller has the right to charge the Buyer with the costs of product storage ("storage fee") of PLN 50 per 1 pallet size 1200 mm x 800 mm for each day of delay in collection. The Seller shall have the right to claim compensation exceeding the amount of the above-mentioned fee if the fee does not cover the damage suffered by the Seller (additional compensation).
3. The Seller shall not be liable for any delay in order completion if the delay is caused by:
 - a) force majeure, which shall be understood as circumstances beyond the Seller's control, in particular fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, interruptions or delays in the supply of raw materials, power and components as well as other unforeseen disturbances, in particular limitation of working hours in factories of manufacturers of products sold by the Seller or their subcontractors, work stoppages, circumstances pertaining to carriers, decisions of public administration bodies, changes in the law, other similar circumstances;
 - b) circumstances the Buyer is responsible for.

§5

Financial Provisions

1. The price, method of payment, payment dates, currency and the Seller's bank account are specified in the written confirmation of order acceptance (COA).
2. The date on which the Seller's bank account is credited shall be considered the date of payment.
3. The goods shall remain the property of the Seller until the full price is paid.
4. The Buyer authorises the Seller to issue VAT invoices without the signature of the Buyer and to send them electronically to the e-mail address specified by the Buyer.
5. In case of any delay in payment, the Seller is entitled to charge the Buyer with statutory interest.

§6

Statutory Warranty and Warranty

1. The liability of the Seller under statutory warranty for physical and legal defects is excluded.
2. The Seller grants the Buyer a warranty for the products sold, on the terms and conditions set out in detail in the "User Manual" in the section: "Terms and Conditions of Warranty".

§7

Confidentiality

1. Each Party undertakes to keep confidential, both during the term of the sales contract and after its fulfilment, all information obtained in the course of contract performance, and in particular, all information legally protected by generally applicable laws.

2. The Parties further undertake to protect any information and documents concerning the other Party which are not disclosed in public registers or publicly known - in particular commercial, technical, technological, organisational information, know-how and any information concerning the relations between the Parties and their contractors, as well as any information obtained by a Party in connection with or incidental to the undertaking and performance of obligations under the contract.
3. Confidential information may be disclosed to persons or companies working for the execution of the subject matter of the sales contract, provided, however, that these persons or companies are obliged in writing to comply with this clause of the contract.
4. The confidentiality obligation shall not apply to the disclosure of confidential information resulting from mandatory legal provisions.
5. The confidentiality provisions set out above shall not prevent either Party from disclosing information which has been approved in writing by the other Party as information which may be disclosed or which has already been in the public domain.

§8

Personal Data Processing

Pursuant to Art. 13(1) and (2) of the General Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, hereinafter referred to as: the "Regulation or "GDPR", the Seller - Nyborg-Mawent S.A. informs that:

1. The Controller of your personal data is Nyborg-Mawent S.A. with the registered office in Malbork, ul. Ciepła 6, 82-200 Malbork. You can obtain any information regarding the processing of your personal data by contacting the Controller as below:
 - a) by post to the address: ul. Ciepła 6, 82-200 Malbork,
 - b) by e-mail: abi@nyborg-mawent.com
 - c) by phone: (55) 646 63 00
2. Any personal data you may provide will be processed for the following purposes:
 - a) performance of the sales contract for products offered by Nyborg-Mawent S.A. and handling complaints – pursuant to Article 6(1)(b) of the GDPR;
 - b) in order to fulfil the Controller's legal obligations arising from the provisions of applicable law, in particular tax law, Accounting Act of 29 September 1994 - pursuant to Article 6(1)(c) of the GDPR;
 - c) for purposes other than those specified above resulting from the Controller's legitimate interests, i.e.: for direct marketing and archiving (evidence) purposes, to secure information in the event of a legal need to prove facts or the fulfilment of obligations, to establish, assert or defend against claims, as well as to conduct the Controller's operational activity, including statistics and reporting, customer satisfaction surveys (i.e. maintaining high quality of service and customer satisfaction with products) – pursuant to Article 6(1)(f) of the GDPR;
 - d) in case you give additional consents - your data may be processed only to the extent and for the purposes indicated in those consents – pursuant to Article 6(1)(a) of GDPR.
3. Your personal data will be stored for the period necessary for the purposes of processing your data referred to in clause 2 above, i.e. as a matter of principle:
 - a) to the extent that processing of your personal data is necessary for the performance of a contract concluded with the Controller - for the term of the contract;
 - b) to the extent that processing of your personal data is carried out in order to fulfil legal obligations imposed on the Controller - for the period and within the scope resulting from the provisions of law, in particular, tax law, the Accounting Act of 29 September 1994;

- c) to the extent that processing of your data is based on your consent, until you withdraw your consent;
 - d) to the extent that processing of your data is necessary for purposes resulting from the legitimate interests pursued by the Controller - for the period in which the Controller's legitimate interests exist or until you successfully object to such processing on account of your particular situation.
4. Your data will be transferred to other entities, including in particular, i.e. authorised employees and associates of the Controller in connection with the performance of their official duties, the provider of accounting, HR and legal services to the Controller, the provider of IT services, the provider of IT systems, the provider of hosting services, the provider of e-mail accounts, postal operators, express delivery providers, banks in relation to the execution of payments; entities entitled to obtain data on the basis of applicable law.
 5. You have the right of access to your personal data and the right to its rectification, erasure, restriction of processing, right to data portability, right to object, right to withdraw consent at any time without affecting the lawfulness of the processing (where processing is based on consent) carried out on the basis of consent before its withdrawal.
 6. You have the right to lodge a complaint to the supervisory authority - the President of the Office for Personal Data Protection in case you consider that the Controller processes your personal data contrary to the regulations in force.
 7. Your personal data will not be subject to automated processing, including profiling.
 8. Your personal data will not be transferred to any third countries.
 9. Providing data is voluntary, yet necessary in order to perform pre-contractual activities, to conclude and then perform the contract, as well as in order to fulfil all obligations resulting from the cooperation between the Parties.

§9

Final Provisions

1. These GCS shall be binding for the Parties from the moment the Buyer receives the written confirmation of order acceptance (COA).
2. Any disputes between the Parties arising in connection with the conclusion and performance of the sales contract shall be resolved amicably by the Parties by way of mediation. If the Parties fail to reach an agreement within 21 days of the dispute arising, the dispute shall be referred for settlement to a common court with jurisdiction over the Seller's registered office.
3. If any individual provisions were ascertained invalid it shall not affect the validity of the remaining provisions of the GCS.
4. All matters not provided for in these GCS, the provisions of the Civil Code and other legal acts applicable in the Republic of Poland shall apply to.

PREZES ZARZĄDU
Piotr Jaskólski

These General Conditions of Sale were approved by Resolution of the Management Board of NYBORG-MAWENT S.A. in Malbork No. 1/2021 dated 13.01.2021