

I. General provisions

1. The Seller's General Terms and Conditions of Sale (hereinafter referred to as the **GTCS**) define, in particular, the rules for the conclusion and performance of agreements, in particular sales, supply and service agreements, between the company DEUTZ Polska Sp. z o.o. with its registered office in Walendów, at ul. Nad Utratą 117, 05-830 Walendów, entered into the National Court Register by the District Court for the city of Walendów, XIV Commercial Division of the National Court Register under KRS no.st. Warsaw in Warsaw, XIII Economic Department of the National Court Register, under KRS no. 0001096918, NIP 9512593404, REGON 528225701, BDO 000633205 (hereinafter referred to as hereinafter referred to as **the Seller**) and an entity purchasing goods or services from the Seller, who is not a consumer within the meaning of the Civil Code (hereinafter referred to as **the Purchaser**), hereinafter jointly referred to as **the Parties**. The GTCS shall apply to all contracts, in particular contracts for the sale, delivery and provision of services, concluded between the Seller and all Purchasers, including contracts concerning new DEUTZ original engines, DEUTZ original spare engines, including Xchange engines, DEUTZ original spare parts and/or Xchange parts., as well as contracts relating to goods (items) and services of other brands (manufacturers) within the Seller's scope of business.
2. The GTCS may be accepted by the Purchaser only without reservations. If the Purchaser accepts GTCS, it shall be deemed that he has accepted their application also for all future contracts concluded between the Parties, until the GTCS are modified or revoked by the Seller. GTCS constitute an integral part of each future contract concluded between the Seller and the Purchaser, even if they were not explicitly invoked in individual cases - presumption of GTCS validity in all contracts concluded by the Parties.
3. The Seller reserves the right to modify the GTCS at any time, the modification shall not apply to contracts already concluded. The GTCS valid at the moment of contract conclusion shall apply to a given contract.
4. In case of doubt, the provisions of the contract concluded by the Parties shall take precedence over the provisions of the GTCS.
5. Any terms and conditions of contract performance contained in the Purchaser's documents (e.g. general terms and conditions, model contracts and regulations applied by the Purchaser) inconsistent with or going beyond the provisions of the contract concluded between the Seller and the Purchaser, including beyond the GTCS, shall not be binding upon the Seller. The absence of a response from the Seller, including the absence of objection from the Seller, to any terms and conditions other than those contained in the agreement between the Seller and the Purchaser, as well as the actual issuance of goods or performance of services by the Seller, may in no case be construed as acceptance of any terms and conditions other than those contained in the agreement between the Seller and the Purchaser, in particular GTCS.
6. The failure of the Seller to exercise any right arising from a breach of contract by the Purchaser shall not be construed as a waiver of such right.
7. The parties may, in the contract, exclude the validity of the GTCS in its entirety or as regards individual provisions

of the GTCS, as well as amend certain provisions of the GTCS, only in writing or by e-mail, otherwise being null and void. The amendments or exclusions to GTCS shall apply exclusively to the given contract, in which they were included.

8. The Seller reserves the right to make these GTCS available on its website. The exact address of GTCS on the Seller's website may be included, e.g. in the Seller's offer and on the document confirming acceptance of the order by the Seller (Order Confirmation). The Purchaser may at any time call up the GTCS from the Seller's website and record them using a data communications system. The Seller may deliver by e-mail to the Purchaser, together with the confirmation of acceptance of the first order, a file in PDF (Portable Document Format) containing the GTCS.
9. The information contained, in particular, in guides, price lists, brochures, catalogues, folders, advertisements and other materials of the Seller shall not constitute an offer within the meaning of the Civil Code.
10. Information relating in particular to dimensions, weight, specifications, functionality, technical parameters, usability, aesthetics, conversion rates, sizes and quality as well as illustrations, descriptions, drawings, photos and other information contained in or attached to the materials / documents, which do not constitute the Seller's commercial offer, are for information purposes only. They shall become binding only if expressly confirmed in writing by the Seller, issued at the written request of the Purchaser and after confirmation in the contract.
11. The Purchaser declares that he is purchasing the goods for purposes directly related to his business or professional activity.

II. Contracting

1. The Seller reserves the right to prepare for the Purchaser, on the basis of the Purchaser's enquiry, a non-binding quotation which does not constitute an offer within the meaning of the Civil Code and which is based, inter alia, on information, parameters, documents or sketches received from the Purchaser.
2. Before placing an order (offer to purchase) for the goods, the Purchaser is obliged to check the consistency of the data contained in the Seller's non-binding quotation with his enquiry and to notify the Seller of any discrepancies found via e-mail or fax. After being informed by the Purchaser about any inaccuracies, the Seller is entitled to prepare a new non-binding quotation.
3. The Purchaser is obliged to place orders (purchase offers):
 - a) in writing (such orders must be stamped with the company seal and signed legibly with the name of the person representing the Purchaser) or
 - b) by e-mail or
 - c) fax.By placing an order, the Purchaser accepts all provisions of the GTCS, which become an integral part of his order.
4. The contract is concluded at (the earlier of):
 - a) the dispatch by the Seller to the Purchaser of a notice of acceptance of the order (hereinafter Order Confirmation), not to be confused with the notice confirming receipt of the order from the Purchaser; or
 - b) signature of the contract by the Parties.
5. The Seller shall send the Order Confirmation to the Purchaser in writing, by e-mail or by fax. It is not

- necessary for the Seller to send an Order Confirmation if the Purchaser's order is in accordance with the Seller's previous offer (if such was expressly made to the Purchaser).
6. If the Purchaser modifies an order previously placed by the Purchaser by the conclusion of the contract, this shall be deemed to be the placing of a new order by the Purchaser and the cancellation of the previous order.
 7. The order (purchase offer) sent to the Seller by the Purchaser must contain, in particular:
 - a) Purchaser details,
 - b) reference to the seller's commercial information (e.g. a non-binding quotation and its number),
 - c) the name and number of the goods (determined according to the seller's standards),
 - d) quantity of goods,
 - e) details of the consignee of the goods,
 - f) the suggested address to which the goods are to be delivered,
 - g) suggested delivery date,
 - h) place and method of delivery of the VAT invoice,
 - i) other terms and conditions relevant to the Purchaser.
 8. In the case of an order placed on the basis of the Seller's offer (if such has been expressly made to the Purchaser), the Purchaser is obliged to indicate:
 - a) offer number,
 - b) offer date,
 - c) the price of the good or service indicated in the offer,
 - d) place and method of delivery of the VAT invoice.
 9. Placement of an order by the Purchaser does not bind the Seller, and failure to send an Order Confirmation to the Purchaser shall not constitute "tacit acceptance of the order" unless the Seller proceeds to execute the order within 5 working days (counting from receipt of the order by the Seller).
 10. The Seller reserves the right to inform the Purchaser about the reasons for non-acceptance of an order / purchase offer within 5 (five) working days from the receipt of the order (the date of sending the information to the Purchaser is decisive).
 11. If the Seller accepts an order with objections, the Purchaser shall be bound by the content of such objections, unless the Seller has promptly, no later than within 1 working day (counting from the moment the Seller sends the objections to the Purchaser) served his comments, if any (the date of receipt of the message by the Seller shall be decisive). The submission of such comments shall be deemed to constitute the placement of a new order and cancellation of the previous order, whereby the provisions of the preceding sentences shall apply accordingly.
 12. In the event of circumstances justifying (in the opinion of the Seller) a change to the terms and conditions set out in the agreement, and related in particular to the technical side or scope of the order, the Seller reserves the right, on the basis of a separate agreement (concluded in writing or by e-mail) - specifying in particular additional remuneration and a new date for the performance of the agreement - to implement the changed scope of the agreement. If the Purchaser does not agree (within the timeframe specified by the Seller) to a change in the terms and conditions of the agreement, within the scope specified by the Seller, the Seller may terminate (terminate) the agreement with immediate effect (without any further liability in this respect), and the Purchaser is obliged to settle with the Seller the already performed part of the agreement, within the scope and timeframe specified by the Seller.
 13. After the conclusion of the contract, the period for the delivery of the goods shall start no earlier than on the day on which the advance payment is credited to the Seller's account and the Purchaser provides the Seller with all documents and information indicated by the Seller and required, in the Seller's opinion, for the performance of the contract. In the event that the Purchaser delays in fulfilling the obligations stipulated in the contract, the period for delivery of the goods shall be postponed by at least the time of the Purchaser's delay.
 14. The Seller reserves the right to authorise the Purchaser to purchase goods or services, unpaid at the date of the contract, up to an amount determined by the Seller - which constitutes the Credit Limit. Exceeding the Credit Limit entitles the Seller at any time to restrict the sale of goods or the provision of services to the Purchaser, or to suspend the performance of contracts already concluded. The Credit Limit applies to all unpaid receivables even if they are before the due date.
 15. The Seller may, in any case, make acceptance of an order conditional upon the Purchaser providing security for payment for the goods or services in the form, extent and timeframe specified by the Seller.
 16. Before concluding the contract, the Purchaser is obliged to send the Seller:
 - a) a current extract from the register of entrepreneurs kept by the relevant ministry of the country in which it is registered, confirming the way in which the Purchaser is represented, its legal form and the place of its registered office;
 - b) information on the persons authorised to represent the Purchaser, in particular with regard to: placing orders, taking delivery of goods, invoices and documents confirming the receipt of goods. In the absence of such information or doubts as to the authority of a given person, it shall be assumed that any person signing the aforementioned documents at the Purchaser's registered office or at a place indicated by the Purchaser shall be deemed to be a duly authorised representative of the Purchaser.
 17. When an order is placed, the Purchaser is obliged to make a down payment by the date and amount specified by the Seller.
 18. In the event that the Purchaser fails to pay the advance payment on the terms specified in the GTCS, within the deadline or in the appropriate amount, the Seller may terminate (terminate) the agreement with immediate effect (due to the fault of the Purchaser).
 19. The Purchaser acknowledges that the provision of goods and/or services may be subject to prior approval by the relevant authorities (export authorities), including, but not limited to, in the case of supplies or services for military purposes. In the event of a refusal by the relevant authorities (authorities) to grant such approval to the Seller or to DEUTZ AG or any other entity of the DEUTZ group, i.e. entities affiliated by capital or organisational or personal links to DEUTZ AG with its registered office in Cologne, Germany, registered with the commercial register of the local court in Cologne under registration number 42 HRB 281 , or to another entity from which the Seller purchases goods or services for resale, or there are other export or legal restrictions imposed by national or international authorities on the Seller, or DEUTZ AG or any other entity from which the Seller procures goods or services for resale, such

restrictions shall be respected and consequently the goods or services shall not be supplied/provided to the Purchaser by the Seller and the Purchaser shall have no claim against the Seller in this respect..

III. Payment terms and conditions

1. The Purchaser shall pay the price of the goods or services and any other amounts under the contract to the Seller's bank account, indicated e.g. on the invoice, within the period specified by the Seller.
2. Payment for invoices issued by the Seller shall be made without set-off or deduction of mutual claims, unless the Seller has agreed to such set-off or deduction, in writing (under pain of nullity).
3. Unless the parties have mutually agreed otherwise (in writing, by e-mail or fax), the full price of the goods and all sums under the contract shall be paid by the Purchaser before the day on which the goods are handed over to the forwarder, carrier or other person entitled to receive the goods (under pain of non-delivery of the goods by the Seller).
4. The Seller, at any time, at any stage of the contract, may oblige the Purchaser to make a 100% prepayment (advance payment) for the goods, payable in the amount and by the date specified by the Seller.
5. The date of payment shall be the date on which the funds are credited to the Seller's bank account.
6. In the event of the Purchaser's delay in payment, the Seller shall be entitled to charge the maximum statutory interest for delay.
7. In the event of expiry of the agreement or termination or withdrawal from the agreement, in particular for reasons not attributable to the Seller, the Purchaser shall be obliged to pay to the Seller the costs incurred by the Seller in connection with the agreement (within the time limit and scope specified by the Seller) and a contractual penalty in the amount specified in Section III, paragraph 8 below.
8. In the event of expiry of the contract or termination or withdrawal from the contract for reasons which are not attributable to the Seller, the Seller shall be entitled to demand from the Purchaser the payment of a contractual penalty in the amount of
 - a) 25% of the gross contract value
 - or
 - b) 80% of the gross contract value in the case of goods classified by the Seller as customised goods (in particular in any case where picking is carried out).The reservation of a contractual penalty does not exclude the right of the Seller to seek compensation on general terms exceeding the amount of the reserved contractual penalty.
9. The Seller shall specify the time limit for taking over the goods. If the Purchaser delays the collection of the goods (in full or in part), the Seller shall be entitled to charge the Purchaser with a contractual penalty for each commenced day of delay in the amount of 0.1% of the gross value of each uncollected item of goods.
10. The Purchaser is obliged to pay the contractual penalty within the period specified by the seller.
11. In the event that the Purchaser is delayed in accepting / collecting the goods for a period of 7 days, counting from the date set by the Seller, the Seller may withdraw from the agreement (due to the fault of the Purchaser), which authorises the Seller, irrespective of other rights set forth in this agreement, to charge the Purchaser with a

contractual penalty in accordance with Section III, paragraph 8 above.

12. If there are reasonable grounds, in the opinion of the Seller, to believe that the Purchaser shall fail to fulfil his payment obligation, the Seller shall have the right to demand - at any stage of the performance of the agreement and in particular before the goods are issued or the services are provided, regardless of the previously agreed payment date - payment of the entire amount due in advance or the provision of guarantees or payment securities specified by the Seller, within the time limit and scope specified by the Seller. If the Purchaser fails to perform the obligations specified in the preceding sentence in due time, the Seller may withdraw from the agreement due to the fault of the Purchaser, which authorises the Seller to charge contractual penalties in accordance with Chapter III, section 8 above (also in the case of failure to provide guarantees or securities).
13. If the Seller's damage would be higher than the contractual penalty stipulated in the contract or GTCS, the Seller shall be entitled to claim additional compensation from the Purchaser on general terms.
14. The submission by the Purchaser of any objections, comments on the goods or service, complaints about the goods or service and the processing thereof shall not suspend the period for payment of the Purchaser's obligations.
15. In the event of expiry of the contract or termination or withdrawal from the contract, the Seller shall, notwithstanding its other rights under the contract, have the right to count the advance payment received from the Purchaser towards the amounts due to it.
16. The lead time for goods qualified by the Seller as customised goods (in particular goods prepared on the basis of completion) shall be determined jointly by the Parties, and in case of doubt, the date shall be determined by the Seller.
17. In the event that the Purchaser refuses to accept the goods, the Seller, in addition to contractual penalties and other rights specified in the contract and the GTCS, may charge the Purchaser in particular with additional handling costs related to the contract, payable in the amount and on the date specified by the Seller.
18. The Purchaser authorises the Seller to issue VAT invoices without his signature and to send them by e-mail or to the address indicated by the Purchaser in the contract.

IV. Prices

1. Unless otherwise agreed, the prices of the goods are net prices, to which value added tax (VAT) must be added at the rate applicable on the date of invoice.
2. Any additional costs associated with the contract must be added to the price of the goods.
3. The prices stated in the Seller's offers are binding for the period stated in the offer; if no period is stated, it is assumed that the offer is valid for 2 days, counting from the date of the Seller's offer. The offer ceases to be valid before the end of the stated offer period if the Seller's stock of the offered goods runs out earlier.
4. Any additional costs related to the contract, e.g.: packaging and transport costs may be agreed by the Parties (in writing or by e-mail), in the absence of such agreements, it is assumed that these costs are determined by the Seller. The Seller reserves the right, at any stage of the performance of the contract, to add to the order any costs not foreseen at the stage of the

- conclusion of the contract, to the extent determined by the Seller.
5. The accrual of discounts and rebates after the conclusion of the contract requires a separate agreement between the parties, in writing or by e-mail under pain of nullity.
 6. The Seller reserves the right to set other payment terms for the Purchaser in the event of late payment of any of its obligations, on any account.
 7. The Purchaser undertakes, to the extent permitted by law, to refrain from exercising its right, if any, to refrain from performing its due obligations towards the Seller. Offsetting of the Purchaser's liabilities towards the Seller with the Seller's liabilities towards the Purchaser may only take place with the written consent of the Seller, otherwise being null and void.
 8. The Seller may, without the Purchaser's consent, transfer the receivables arising from the legal relationship between him and the Purchaser to a third party.
 9. If the Purchaser does not fulfil any of his obligations towards the Seller, on any account - in particular payment obligations or in the event of commencement of proceedings aimed at settling the Purchaser's obligations (e.g. in the event of liquidation, enforcement proceedings or proceedings aimed at payment of receivables on any account) - specified in particular in legal regulations, the agreement or GTCS, the Seller shall be entitled to refrain from performing his obligations towards the Purchaser (some or all of them), without incurring any liability on this account, in particular as regards issuing goods to the Purchaser (regardless of contract performance schedules agreed with the Purchaser) and conditioning further performance of his obligations towards the Purchaser on the Purchaser's making, at the Seller's discretion: payment in advance, providing collateral in the form and scope specified by the Seller or performing other obligations specified by the Seller. If the payment in advance, collateral or other obligations are not made also after the expiry of the time limit indicated by the Seller, the Seller shall be entitled, within the limits permitted by law, to terminate (terminate) the agreement(s) with immediate effect (due to the fault of the Purchaser) or withdraw (due to the fault of the Purchaser) from the agreement(s) indicated by the Seller, in particular in relation to the goods not yet delivered, with the effect that all claims of the Purchaser for goods not delivered shall expire, and the Seller, irrespective of other rights specified in the agreement, shall be entitled to contractual penalty specified in chap. III section 8 GTCS. The Purchaser shall not be entitled to any claims against the Seller for damages resulting from the Seller's exercise of the right specified in this section.
 10. At any stage of the performance of the contract, at any time, the Seller reserves the right to increase the price of the goods, in particular if there is a reason for the increase of the price of the goods such as an increase in customs duty, introduction of other public charges, increase in the price of the raw material, change in exchange rates. In such a case, the Seller shall be obliged to inform the Purchaser about the new price of the goods and obtain the Purchaser's approval of the change in the price of the goods within the scope of the already concluded agreement. If the Purchaser refuses, in writing (the date of receipt of the information by the Seller shall be decisive), to accept the new price within 3 (three) days from the date of the Seller's notification of the new price, the agreement shall be deemed terminated (dissolved) with immediate effect; the Seller shall be entitled to charge the Purchaser with the costs of the terminated (dissolved) agreement (including the costs he has incurred and will have to incur), in the amount specified by the Seller, payable within the time limit specified by the Seller. Lack of receipt by the Seller of a declaration of the Purchaser that he does not accept the new price or lack of a declaration of the Purchaser in the aforementioned written form, within the aforementioned period of 3 days, shall be deemed acceptance by the Purchaser of the new price of the ordered goods.
 11. The Seller reserves the right to settle mutual receivables and liabilities through financial set-off (by way of deduction based on the Seller's declaration), including receivables not due as of the date of the Seller's declaration.
 12. In order to secure his receivables from the Purchaser, the Seller may insure them with a company specialising in the insurance of receivables; the Purchaser shall then be obliged to submit to the examination procedure of the company providing the insurance, to the extent and at the time specified by the Seller.
 13. The Seller may offer the Purchaser a deferred payment period for the order on condition that the Seller obtains insurance for the receivables from his insurer. If the value of the order exceeds the amount of the insurance obtained by the Seller - the Purchaser may be obliged to pay in advance the difference between the amount of the insurance and the value of the order (within the period specified by the Seller).
 14. If the Seller's receivables from the Purchaser are subject to insurance, the Seller has the right to withdraw from the whole or part of the agreement with the Purchaser with immediate effect in the event that the insurer withdraws the insurance cover for the Seller's receivables from the Purchaser and the Purchaser, within a period set by the Seller of not less than 5 days, does not present the Seller with security of receivables satisfactory in the opinion of the Seller or does not make an advance payment to the extent to which the insurer has withdrawn the insurance cover (withdrawal through the fault of the Purchaser).
The Seller shall not be bound by the security proposal presented by the Purchaser. Acceptance of the security presented by the Purchaser is at the sole discretion of the Seller. The Seller shall not bear any liability to the Purchaser in the event that the contract is cancelled in whole or in part.
 15. All payments shall be made in Polish currency in the amount calculated according to the foreign exchange rate on the day preceding issuance of the invoice, in accordance with the table of exchange rates from the bank which maintains the current account for the Seller, unless otherwise agreed by the Parties in writing or via electronic mail (e-mail), pursuant to the proviso in section I item 7 of GTCS above.
 16. Unless otherwise agreed by the Parties, payments shall be made as follows:
 - a) goods qualified as new (batch production) by the Seller:
 - 25% of the value of the goods - upon placing the order;
 - 75% of the value of the goods, together with the remaining costs of the contract - within 14 days of the Seller sending information to the Purchaser that the goods are ready for collection, no later than on the day of collection.

- b) goods which are qualified as interchangeable by the Seller:
- 100% of the value of the goods, together with other costs of contract execution - no later than on the day of acceptance ; The parties may agree on an advance payment in the amount of a percentage of the value of the delivery item, payable within the time limit specified by the Seller.

In any event, unless the Parties have mutually agreed otherwise, the release of the goods to the Purchaser shall be subject to full payment for the goods and all other costs of performance of the contract.

17. In the case of several orders with different payment dates, the Parties may agree that settlement will take place on a single day.
18. To the fullest extent permitted by law, the Purchaser agrees not to withhold any payment to the Seller.
19. If a complaint is made by the Purchaser under the goods manufacturer's guarantee, the Seller, at the Purchaser's request, may repair or replace the goods at the Purchaser's expense before the complaint procedure under the goods manufacturer's guarantee is completed; the Purchaser shall be obliged to pay for the goods and the service within the time and to the extent specified by the Seller.

V. Transfer of risk, delivery of goods, shipping

1. The Seller shall, at his discretion, either set a time and place for the collection of the goods or agree this with the Purchaser.
2. The time limit for delivery of the goods shall be deemed to have been met if, by the time the time limit expires, the goods have left the Seller's premises or the Seller has notified the Purchaser that the goods are ready for dispatch or release.
3. If the Purchaser fails to collect the goods within the period specified by the Seller, their storage shall be at the expense and risk of the Purchaser (the Seller reserves the right to recognise that the risk of loss and damage to the goods has passed to the Purchaser upon notification by the Seller that the goods are ready for dispatch or release, which also entitles the Seller to issue an invoice).
4. If the Parties have not jointly agreed otherwise, subject to paragraph V.3 above, the risk of accidental loss or damage to the goods, the liability for the goods, shall pass to the Purchaser at the moment of handing over the goods to the Purchaser, freight forwarder, carrier or any other person responsible for delivery of the goods, from the registered office of the Seller or from the plant or warehouse indicated by the Seller, and the Seller, to the maximum extent permitted by law, shall not be liable, in particular on account of damage and defects in the goods themselves and their packaging occurring after that moment. In particular, the Seller shall not be liable for damage caused by the act or omission of the carrier, freight forwarder or any other person responsible for the delivery of the goods. The provisions of the above shall also apply when the Seller has contractually undertaken to cover the costs of delivering the goods.
5. Failure by the Purchaser to collect the goods in time does not relieve the Purchaser from the obligation to pay the full price of the goods and any costs associated with the contract.
6. On receipt of the goods, the Purchaser is obliged to sign (legibly, with the name of the person making the receipt) and, if possible, stamp (with a company stamp) the goods receipt.

The Purchaser shall be obliged to indicate the person authorised to accept the goods/services and to sign the acceptance documents. In the absence of indication of an authorised person for acceptance, or in case of any other doubts, any person performing the acceptance and in particular signing the aforementioned documents at the Purchaser's registered office or at a place indicated by the Purchaser, shall be deemed to be the Purchaser's representative.

In the event of a refusal to sign the service protocol, within the period specified by the Seller, the Seller is entitled to draw up a unilateral service protocol.

7. Regardless of who organises the transport of the goods, the Purchaser is always responsible for unloading the goods from the means of transport and is consequently liable for any damage caused during the unloading of the goods.
8. Unless otherwise indicated by the Seller, the place of performance, realisation of all obligations under the contract shall be the registered office of the Seller, the warehouse indicated by the Seller, the production plant indicated by the Seller.
9. Where Incoterms (as set out in the Order Confirmation, Seller's offer or contract) are used, the risk shall pass to the Purchaser under the terms of the Seller's terms of delivery, in accordance with the latest version of Incoterms published by the ICC.
10. If the Purchaser does not collect or accept the goods on time, the Seller may place the goods in a warehouse of its choice at the Purchaser's expense and risk, in which case the Seller may also issue the Purchaser with a VAT invoice or debit note for the goods and any contract-related costs, deeming the contract fulfilled.
11. If the Seller pursuant to the agreement organises transport of goods to the place specified by the Parties (organising transport shall not affect the Seller's liability as specified in Chapter V, section 4 of GTCS), the Seller shall select the route, means of transport, type and extent of necessary protective measures, packaging of goods, as well as forwarders and carriers. Unless the Parties mutually agree otherwise, the transport of goods shall be at the expense and risk of the Purchaser.
At the Purchaser's request and expense, the consignment may be insured by the Seller against the following risks: theft, breakage, damage during transport, fire and water and other insurable risks.
The Purchaser is obliged to provide the Seller, 3 days before the date of delivery of the goods to the carrier, forwarder or person responsible for the delivery of the goods, with all information and documents enabling the Seller in particular to make the necessary preparations for the dispatch of the goods, including in particular:
 - a) guidance on labelling and transport of goods,
 - b) import permits, documents needed to obtain the required permits from state authorities and any other documents needed to transport the goods in accordance with the applicable legislation,
 - c) confirmation of the opening of a letter of credit in favour of the Seller, if required by the Seller,
 - d) other information and documents requested by the Seller.
12. If the Seller does not receive in time from the Purchaser any instructions, permissions, information, documents, confirmations, in particular as referred to in subclause 11 above, the Seller may, at his discretion, make his own efforts to obtain the relevant information and documents (at the Purchaser's expense) and/or delay the

- shipment date of the goods for reasons attributable to the Purchaser (without incurring any liability on this account on the part of the Seller) and/or withdraw from the agreement for reasons attributable to the Purchaser, but this shall not exclude other rights vested in the Seller on the basis of the agreement and GTCS.
13. If the Purchaser is delayed (in the opinion of the Seller) with the fulfilment of its obligations, including those specified in Chapter V, section 6, 11, 12, 14, 15 and 16 of GTCS, the Seller shall be entitled to charge the Purchaser with a contractual penalty for each commenced day of delay in the amount of 0.1% of the gross contract value. Reservation of the contractual penalty shall not exclude the right of the Seller to claim compensation on general terms exceeding the amount of the reserved contractual penalty.
14. In the event that transport is organised by the Seller under the terms of section V, paragraph 11 above, the Purchaser undertakes:
- ensure that the goods are unloaded from the means of transport ; in the event that unloading is impossible or delayed for reasons attributable to the Purchaser, the Seller retains the right to charge the Purchaser with any related costs (in the amount specified by the Seller) ;
 - notify the Seller in writing, by fax or e-mail in advance of any technical and time constraints relating to the unloading of the means of transport ; in the event of difficulties in unloading due to the lack of such information until the goods are loaded onto the means of transport at the Seller's registered office / plant or at any other place from where the goods are to be delivered directly to the place specified in the contract, the Seller has the right to charge the Purchaser with any resulting costs (in the amount indicated by the Seller).
15. If the Purchaser collects the goods directly from the place indicated by the Seller (transport organised by the Purchaser), the Purchaser is obliged to:
- notify the Seller at least 1 working day in advance of his intention to pick up the goods, giving the information necessary (in the Seller's opinion) for a safe handover of the goods, such as: details of the vehicle, driver and loading conditions,
 - provide a means of transport that allows, in the opinion of the Seller, safe loading and transport of the ordered goods.
16. In the event that, in the opinion of the Seller, a vehicle is provided which is not in accordance with the agreement, a vehicle with insufficient load space or load capacity, in the event of non-availability of a vehicle, ascertaining that the driver is not prepared to secure the goods in accordance with the Seller's instructions or applicable regulations, the Seller may refuse to load the vehicle and charge the Purchaser with any resulting costs (in the amount specified by the Seller).
17. In the event of a delay in the issuance or delivery of the goods, due to the fault of the Seller, the Purchaser , in addition to the rights set out in this contract, shall only have the right to set the Seller an additional time limit for the issuance or delivery of the goods (not shorter than 14 working days), the Seller's liability in other respects shall be excluded.
- The time limit for delivery or release of the goods shall be deemed to have been complied with if, before the expiry of the time limit, the goods have left the factory or warehouse indicated by the Seller or a notice of readiness to dispatch or release the goods has been sent to the Purchaser (in writing, by e-mail or by fax).
18. The Purchaser cannot refuse a partial delivery. The Seller reserves the right to partial execution of the order, while specifying the date of delivery of the remaining part of the goods. The Purchaser is always obliged to pay for the delivered part of the goods within the deadline indicated by the Seller.
19. In the event that the transport of the goods cannot be carried out for reasons attributable to the Purchaser, the Seller shall be entitled to charge, among other things, the cost of insurance and storage of the goods at a daily minimum of 0.1% of the gross value of each stored item. The storage of the goods will be at the Purchaser's risk.
20. Upon receipt of the goods, the Purchaser is obliged to carry out acts of diligence to thoroughly inspect the goods. In particular, the Purchaser is obliged to report any objections - to visible damage to the goods caused in transit (e.g. damaged packaging, loss or damage to the goods) and inconsistency of the goods with the invoice or the order - upon receipt and to perform all actions necessary to establish the carrier's liability (e.g. write the damage and loss in the waybill, take photo documentation, draw up a damage report) and to contact the Seller immediately by phone and e-mail. In the case of other defects or defects which were not visible during transport and which could not be seen with due diligence upon receipt of the goods, the Purchaser is obliged to report them to the carrier (requesting a damage report to be drawn up) and to the Seller by phone, e-mail and in writing, no later than within 2 working days of receipt of the goods. In the case of a consignment via a forwarder, the Purchaser is obliged to draw up a damage report and a complaint additionally with the participation of the forwarding company. The Seller reserves the right to reject the Purchaser's claims, in particular if the Purchaser has neglected his obligations in relation to:
- checking the goods,
 - drawing up a damage report with the carrier or freight forwarder,
 - informing the carrier, the forwarding agent and the Seller about the noticed defect within the deadline. If the Seller does not receive notification of the discovery of defects within the period specified in this paragraph, the goods shall be deemed to have no such defects.
21. The Seller reserves the right to deliver goods with changed parameters, provided that the new goods are, in the opinion of the Seller, suitable for use in the conditions assumed by the Purchaser and the parameters of the goods do not, in the opinion of the Seller, significantly differ from the parameters specified in the contract or do not significantly affect the properties of the goods.
22. The Purchaser shall be obliged to accept the goods delivered to him even if the goods have insignificant defects in the opinion of the Seller. Acceptance of goods shall not affect the Purchaser's rights under Chapter VI of GTCS.
23. If the Purchaser does not collect the goods or the consignment cannot be delivered for reasons attributable to the Purchaser, the Seller shall have the right to dispose of the goods freely (without any liability on this account) or consider that the release of the goods took place when the deadline for collection of the goods expired (in case of doubt, the deadline set by the Seller).

If the goods are sold to a third party, the Seller shall specify a new date for the release of the goods to the Purchaser and a new price for the goods.

24. In the case of sales outside Poland, the Purchaser is obliged to provide the Seller, within the time limit specified by the Seller, with the documents required by law or indicated by the Seller, confirming that the goods have been delivered to the place of destination, under pain of being charged the amount of VAT by the Seller.
25. The seller reserves the right to set a new delivery date without incurring any liability on this account, in particular in the event that changes the order of the Purchaser.
26. The Seller's compliance with the contractual deadlines depends on the Purchaser's timely fulfilment of his obligations.

VI. Responsibility

1. Unless otherwise specified in the contract, the Seller shall be obliged to deliver goods or services in a standard compliant with the standards arising from the generally applicable provisions of Polish law, and in case of doubt in a standard specified by the Seller.
2. The Seller shall not be liable for any further use of the goods. Any information provided by the Seller at the contract conclusion stage that is not subsequently confirmed in the contract shall not be binding. The seller does not guarantee the achievement of the effect anticipated by the Purchaser or the correct selection of the goods. In particular, the Purchaser is obliged to check the goods supplied by the Seller for suitability for the Purchaser's intended use himself. The Purchaser undertakes to use the goods solely at his own risk.
3. The Seller and the Purchaser declare that they exclude the Seller's liability to the Purchaser under warranty.
4. In the cases indicated by the Seller, the Seller shall provide warranty service on behalf of the manufacturer of the goods, under the warranty conditions specified by the manufacturer of the goods.
5. If the goods are delivered to the Purchaser without the properties promised in writing by the Seller, the Purchaser shall only be entitled to a replacement of the goods to the exclusion of further claims.
6. The seller is relieved of any liability for the goods if the Purchaser knew of the defect in the goods at the time of delivery.
7. The parties, subject to section 8 below, agree the Seller's liability for damages arising from the agreement and/or in connection with its conclusion and performance and other documents forming an integral part of the agreement, regardless of the legal title of the claim, up to the value of the defective part of the goods (or defective part of the service) plus repair costs, determined at the Seller's rates; where the Purchaser's claims do not arise from the defectiveness of the goods or service, the Seller's liability shall be limited to the value of that part of the goods or service that has been unperformed or improperly performed. The Seller shall only be liable to the Purchaser for damages if the damage is caused by the Seller's gross negligence or wilful misconduct, and provided that this is proven by the Purchaser. The above reservation is without prejudice to other provisions of the GTCS that exclude the Seller's liability for damages altogether. In particular, the Seller shall not be liable for loss of revenue or other benefits of the Purchaser.
8. A purchaser who has suffered damage as a result of a delay attributable to the Seller in the timely delivery/handover of the goods or part thereof (included in the goods or delivery in question which could not be used on time or in accordance with the contract) shall be entitled, to the exclusion of other claims, to claim compensation on this account in the amount specified in the following sentence; the maximum amount of compensation shall be 0.1% of the net value of the goods or part thereof for each week of delay on the part of the Seller, but in total no more than 3% of the net value of the goods or part thereof.
9. The Purchaser declares that he is familiar with the technical parameters, installation method and application of the goods purchased from the Seller.
10. In case of doubt as to the weight of the goods, the weight determined by the Seller shall be decisive.
11. If, within 2 working days of receipt of the goods, the Purchaser does not report any defects in the goods caused by transport that were not visible at the time of receipt of the goods and that could have been detected by a normal (in the opinion of the Seller) inspection of the goods, the Purchaser shall be deemed to have accepted the condition of the goods and to have raised no objections to them; the Seller's liability for detectable defects based on any legal basis, to the fullest extent permitted by law, shall be excluded.
12. The Seller shall have the right not to recognise any reservations concerning the goods, shortcomings or non-conformity of the goods with the order, without incurring any liability on this account, if these could have been detected as a result of a normal (in the opinion of the Seller) visual inspection at the time of receipt of the goods and such visual inspection was not carried out by the Purchaser.
13. If the goods have been processed or otherwise altered, the Seller's liability shall lapse to the maximum extent permitted by law.
14. Any advice of the Seller concerning the goods (whether oral, written or in the form of tests performed), in the period prior to the delivery of the goods to the Purchaser, is given in good faith but without any guarantee from the Seller, in particular as to its truthfulness and correctness. The Purchaser shall bear the risk of following such advice. The Seller's liability for damage caused by the Purchaser's compliance with such advice is excluded.
15. The purchaser declares to be familiar with the technical parameters and physico-chemical properties as well as with the storage rules of the ordered goods.
16. The Seller shall not be liable for goods, in particular for goods used in a manner inconsistent with their intended use, technical parameters or physical and chemical properties, as well as for goods in which damage has occurred, in particular as a result of poor storage (storage), improper maintenance, cleaning, technological processing and third-party manufacturing and design errors.
17. Unless otherwise specified in the Order Confirmation, the Seller may deliver goods from different production batches. The Seller is not responsible for visual differences (e.g. shade of colour) in the delivered goods.
18. If the seller undertakes in the contract to issue the technical documentation (e.g. certificates, approvals) to the Purchaser, it is assumed that he will do so within the period of time specified by him.

19. The Seller shall, to the fullest extent permitted by law, not be held liable for goods described in the contract as "defective" (e.g. 2nd quality according to the Seller's standard), even in cases where the technical documentation of the goods has been provided to the Purchaser.

20. Return of goods

The Seller reserves the right to accept the return of the goods. The condition for accepting the return of goods from the Purchaser is that the Purchaser meets all the conditions specified in the agreement, GTCS and indicated by the Seller. Acceptance of goods by the Seller, to the warehouse indicated by the Seller, for verification of goods by the Seller, shall be based on the Seller's consent expressed in writing or by e-mail. The goods shall be returned at the expense and risk of the Purchaser. The condition for the Seller to accept the return of the goods is in particular:

- a) full traceability of the goods (the goods must have all the Seller's labels),
- b) absence of any damage to the goods; the returned goods must be, in the opinion of the Seller, in particular in unaltered condition and in their original and undamaged packaging; the goods must not bear any signs of use, dirt, scratches or other defects or defects and must be full-value goods,
- c) securing the goods by the Purchaser for the duration of transport and storage, in a manner specified by the seller,
- d) ability to unload the goods from the means of transport in accordance with health and safety rules (as assessed by the Purchaser).

In any case, and in particular if at least one of the above conditions is not met, the Seller may withdraw from the return procedure and the Purchaser shall be obliged to cover all costs incurred by the Seller due to the return procedure undertaken (within the time and scope specified by the Seller). The Seller reserves the right to accept the return of the goods for a fee determined by the Seller, not less than 10% of the gross value of the goods.

21. The Purchaser can only request the return of the goods within 30 days from the date of purchase from the Seller (the date of sale on the invoice is decisive).

22. The procedure for the return of goods begins with the dispatch by the Purchaser:

- a) a written request for return to the Seller's registered address,
- b) a photocopy of the accounting document confirming the purchase of the goods in question,
- c) a description of the reason for the return.

It is permissible to send a return request by e-mail or in writing. After receiving written permission to start the return procedure, the Purchaser shall send the goods at his own cost and risk to the Seller's premises or to any other place indicated by the Seller.

23. If the Seller accepts the return, an adjustment of the amount due, provided that the Purchaser has complied with all the provisions of the contract, shall be issued by the Seller as a rule within 14 working days of receipt of the goods from the Purchaser.

24. Returned goods are checked by the Seller to qualify them for return.

25. The Seller reserves the right to charge the Purchaser with, among other things, the cost of inspecting the goods, replacing the packaging, the decrease in value of the returned goods, the cost of repairing the damaged

goods, any other costs related to the return in the amount determined by the Seller. If the returned goods are not accepted, they shall be sent back to the Purchaser at the Purchaser's expense and risk.

26. Goods qualified by the Seller as custom-made (in particular when a completion is made), purchased as part of a sale or promotion or with a discount given due to damage or other signs of deterioration shall not be returned.

27. To the extent that the Seller has acknowledged the return of the goods, he shall issue a correction invoice and then return the funds, after deducting any costs specified by the Seller. As a rule, the funds are returned in the same form in which the Purchaser paid for the purchase of the goods.

28. In the case of a delay in payment lasting longer than two weeks or informing the Seller that it will not take over the goods that have been introduced to the manufacturer's production plan, the Seller is entitled to withdraw from the contract (due to the fault of the Purchaser), after setting an additional 14-day period for the performance of the contract, and in the case of information about the Purchaser's resignation from taking over the goods - the Seller is also entitled to the contractual penalty specified in Chapter III, section 8 of GTCS. Reservation of the contractual penalty shall not exclude the right of the Seller to claim on general terms compensation exceeding the amount of the reserved contractual penalty.

29. The Purchaser shall be entitled to claim contractual penalties under the agreement, including from the GTCS, also after the expiry of the agreement or termination or withdrawal from the agreement.

VII. Reservation of ownership

1. The Seller reserves the right of ownership of the goods until the Purchaser has paid (the date on which the funds are credited to the Seller's account shall be decisive) the entire contract price, including in particular the price of the goods, applicable tax, costs of delivery and other contract costs.

2. Notwithstanding the provisions of the GTCS, the Seller reserves the right to additionally reserve the right of ownership on the Order Confirmation, invoice or document releasing the goods from the warehouse or in any other document related to the contract.

3. If the Purchaser is in delay with the payment of the entire contract price, the Seller shall be entitled to demand the return of the goods issued to the Purchaser and to claim appropriate compensation for, among other things, wear and tear or damage to the goods. In such a case - if the payment is not made also after the expiry of the additional period set by the Seller - the Seller shall be entitled to withdraw (through the fault of the Purchaser) from the agreements with the Purchaser regarding the unpaid goods by way of declaration in writing or via electronic mail (e-mail), without incurring any liability on this account.

The seller is entitled, after prior warning, to repossess the goods and the Purchaser is obliged to hand over the goods. All costs and risks associated with the re-delivery of the goods shall be borne by the Purchaser.

4. The Purchaser shall be responsible for the quantity and quality of the goods until the entire contract price for the goods has been paid to the seller.

5. The processing, combination or mixing of the goods to which title has been reserved shall result in the Seller becoming co-owner of the new goods to the extent that

the value of the reserved goods combined, mixed or processed is applicable to the whole. The reservation of title shall also be effective with regard to the share in co-ownership. If the processed, combined or mixed goods become a component part of the new goods, the Purchaser shall immediately pay the price or provide security for the payment - as indicated by the Seller.

6. If the goods subject to retention of title are sold to a further purchaser, the Purchaser undertakes to notify the further purchaser of the retention of title.
7. In the period when the subject of the agreement is the property of the Seller, the Purchaser shall be entitled, only with the prior consent of the Seller expressed in writing, to transfer to another person (hereinafter referred to as the Purchaser) the rights to the goods vested under the agreement. The transfer of rights may only take place together with the transfer to the Purchaser of the Purchaser's obligations towards the Seller, which, however, shall not release the Purchaser from his obligations under the agreement. The Purchaser and the Purchaser shall be jointly and severally liable towards the Seller. The Seller may demand that the Purchaser provide the Seller with all necessary documents and data relating to the sale and the Purchaser to enable the Seller to realise the claims and to inform the Purchaser of the retention of title.
8. The Seller does not agree to any encumbrance of the goods sold subject to retention of title. The Purchaser shall immediately notify the Seller of any encumbrance on the goods sold subject to retention of title.
9. As soon as bankruptcy, arrangement, enforcement or restructuring proceedings are initiated or pending against the Purchaser, the Purchaser shall be obliged to mark the goods in such a way as to indicate the reservation of ownership to the Seller.
10. In the event of seizure of goods being the property of the Seller in the course of enforcement proceedings against the Purchaser, the Purchaser is obliged to immediately inform the enforcement authority and the Seller of this fact and immediately take all necessary and legally required actions to exempt goods being the property of the Seller from enforcement proceedings. At the Seller's request, the Purchaser shall immediately provide all information about where the goods whose ownership is reserved for the Seller are stored.
11. The seller shall be entitled to inspect the goods at the place where they are located (to the extent and at the times specified by the seller) as well as to collect them.

VIII. Confidential information

1. The Purchaser undertakes to keep confidential all information arising from this agreement or obtained in connection with its conclusion or execution, and in particular not to use for its own purposes or the purposes of third parties and not to disclose to third parties any information concerning the Seller, as well as concerning DEUTZ AG and other entities of the DEUTZ group, as well as concerning other customers of the Seller, including commercial information, negotiations, lead times, pricing structure, penalties, discount policies, offers received, marketing and sales policies, calculations, information regarding service, technical information, technological information and other information the disclosure or use of which could in any way prejudice the interests of the Seller or DEUTZ AG or other DEUTZ group companies or other Seller's customers (hereinafter referred to as Confidential Information). Informing of the

fact of the contract shall not constitute a breach of this obligation, provided that the content of the contract shall in any case constitute Confidential Information.

2. Disclosure of Confidential Information, with the exception of disclosure in connection with the performance of a contract or performance of obligations under generally applicable laws, requires the express prior written consent of the Seller. The Purchaser is obliged to protect Confidential Information at least in the same way as it protects its own business secrets.
3. In the event of disclosure of Confidential Information to its employees and associates, in connection with the performance of the contract, the Purchaser shall be obliged to inform such persons of the confidential nature of the information provided and to oblige them to maintain confidentiality to the extent no less than that specified in the GTCS, and shall bear full responsibility for the confidentiality of the Confidential Information by them, including the responsibility set out below in Section VIII, paragraph 5 of the GTCS.
4. The obligation of secrecy shall be unlimited in time and shall apply for the duration of the agreement and for a period of 5 (five) years from the end of the calendar year in which the agreement expires or is terminated or withdrawn from, with the proviso that if neither the Seller nor the Purchaser, before the expiry of this period, submits to the other Party a declaration of termination of the obligation of secrecy referred to above, the duration of this obligation shall be transformed into an obligation of indefinite duration.
5. The Seller will be entitled to a contractual penalty in the amount of PLN 50,000.00 (fifty thousand) for each case of breach by the Purchaser of any of the provisions specified in Chapter VIII, section 1 - 4 of the General Terms and Conditions S, payable within the time limit indicated by the Seller. In the event that the value of the damage exceeds the value of the contractual penalty, the Seller reserves the right to seek further compensation from the Purchaser on general terms.

IX. Duration of contract

1. The Purchaser is entitled to dissolve (terminate) the contract with one (1) months' notice, effective at the end of the calendar month.
2. The Seller may dissolve (terminate) any contract with immediate effect if the Purchaser, despite requesting the Purchaser to cease infringements, in writing or by electronic mail (e-mail), within the period specified by the Seller:
 - a) is in delay with the payment of any of its debts,
 - b) fails, in the opinion of the Seller, to perform any of the obligations set out in this contract,
 - c) infringes, in the opinion of the Purchaser, on the good name of the Purchaser or DEUTZ AG or other DEUTZ group entities or other customers of the Purchaser, or infringes other intangible or tangible assets or interests of the Purchaser.
3. In the event of expiry of the contract or termination of the contract or withdrawal from the contract by one of the Parties, the Purchaser shall be obliged to pay the Seller for the part of the contract performed by the Seller or the costs incurred in connection with the conclusion and performance of the contract, to the extent and within the time limit specified by the Seller, regardless of other rights to which the Seller is entitled under the contract, including the GTCS, or the provisions of law.

4. During the notice period, the Seller reserves the right not to accept new orders from the Purchaser and not to fulfil orders placed by the Purchaser, without incurring any liability on this account. All contracts, the performance of which was undertaken by the Seller, unless otherwise agreed by the Seller, shall be settled on the terms specified in the GTCS.
5. In the case of reserving the right to withdraw from the contract, unless the GTCS stipulate otherwise in specific cases, the Seller is entitled to withdraw from the contract each time within a period of 6 (six) months from the moment when the grounds for withdrawal from the contract arose.

X. Force majeure

1. The Seller shall not be liable, in particular for delays in production, dispatch and delivery of the goods and for breach or non-performance of contractual obligations, in whole or in part, insofar as this is due to Force majeure, consisting in particular of:
epidemics, pandemics, war (declared or undeclared), other hostilities, invasion, military manoeuvres, terrorist activities, mobilisation, embargoes, radioactivity or contamination by radioactivity from nuclear fuel or nuclear waste, from the burning of nuclear fuel, radioactive toxic explosives, rebellion, revolution, insurrection, military or civil upheaval, earthquake, flood, fire, other natural disasters, strike or other labour conflict, accident, breakdown of equipment, blockage of roads, time restrictions on truck traffic, shortage of electricity, material shortages or raw material shortages, amendment of the law, regulation or action of state authorities and agencies, other causes beyond the Seller's control, as well as if the performance of the contractual obligations by the Seller turned out to be unduly burdensome (in the Seller's opinion) due to the occurrence of circumstances, the exclusion of which had an impact on the Order Confirmation or the submission of an offer by the Seller, cases or events that are beyond the Seller's control and are not caused by the Seller, which cannot be foreseen or avoided, and which occur after the conclusion of the agreement and become, in the opinion of the Seller, an obstacle to the performance of the contractual obligations.
2. Circumstances of Force majeure shall relieve the Seller of the performance of his contractual obligations for such time as they prevent or hinder (in the Seller's opinion) him from performing his contractual obligations.
3. The contractual deadlines shall be extended by the duration of the circumstances of Force majeure (as indicated by the Seller).
4. The Seller affected by Force majeure undertakes to notify the Purchaser.
5. Each Party shall bear its own costs arising from the circumstances of Force majeure.
6. The provisions relating to Force majeure shall also apply if the Force majeure occurs at the Seller's contractors (e.g. subcontractors, suppliers), as well as at DEUTZ AG or other entities of the DEUTZ group, as well as at other customers of the Seller, in particular at the warehouse or production facility designated by the Seller, and is the cause of delays in the Seller's performance of the contract.
7. If the circumstances of Force majeure persist at the Seller or its subcontractors/suppliers or other entities indicated above in para. X, section 6 of GTCS, for a period exceeding 90 working days, each of the parties to the

agreement shall have the right to terminate the agreement with immediate effect, without any liability of the Seller. In this case, the Purchaser shall be obliged to pay the Seller for the part of the agreement already performed by the Seller (to the extent and within the time limit specified by the Seller).

8. After the end of the Force majeure, the Purchaser shall be entitled to set an additional period of time (as determined by the Purchaser) for the performance of its contractual obligations.

XI. Final provisions

1. In matters not covered by the contract or the GTCS, the provisions of Polish law, in particular the Civil Code, shall apply.
2. All contracts between the parties will be governed by Polish law. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods and related norms of international law shall be excluded.
3. The Seller and the Purchaser shall seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these terms and conditions. If amicable settlement cannot be reached, any disputes arising directly or indirectly from the agreements between the Parties, including these terms and conditions, shall be settled by the Polish common courts having jurisdiction over the registered office of the Seller.
4. The parties agree that, inter alia, information, orders, statements, requests and notices or other statements delivered by electronic mail (e-mail) shall be deemed to have been delivered by the Purchaser to the Seller within the stipulated time limit if their content has been received by the Seller within this time limit and confirmed by a message display notification or message receipt confirmation.
5. All intellectual and industrial property, as well as any other rights in intangible or tangible assets, including e.g. works (e.g. prints, drawings), as well as designs, including inventions, belonging to the Seller or developed by the Seller in connection with the performance of the agreement shall remain its exclusive property, and the Purchaser shall not be entitled to any rights in this respect, in particular any copyright, ownership or licence rights or other rights authorizing the Purchaser to use it outside the scope specified in the agreement, in particular to make it available to third parties. The above provisions of this Paragraph XI(5) of the GTCS shall apply mutatis mutandis to any intellectual and industrial property, as well as any other rights in intangible or tangible assets belonging to DEUTZ AG or other entities of the DEUTZ group or other customers of the Seller, which have been made available to the Purchaser in connection with the contract with the Seller. The Purchaser shall not be entitled to any rights of any kind in this respect, in particular no copyright, ownership or licence rights or other rights entitling the Purchaser to use it outside the scope of the contract, and in particular to make it available to third parties.
6. The Parties agree that if a Party refuses to accept a letter or other document, the letter or other document shall be deemed to have been served on the date of the Party's refusal to accept it.
7. The provisions of GTCS in no way exclude or limit the rights and claims of the Seller against the Purchaser

which may result from the provisions of the law, in particular the right to claim damages on general terms.

8. Each Party undertakes to notify the other Party immediately, in writing or by electronic mail (e-mail), in particular of any change in the data contained in the documents, including:

- a) change of registered office address,
- b) the opening of bankruptcy or restructuring proceedings, as well as the reasons justifying the opening of such proceedings;
- c) change of legal status and name;
- d) change in the composition of the persons authorised to receive goods and services and VAT invoices ,
- e) persons authorised to place orders .

These changes do not constitute an amendment to the contract and can also be made by e-mail.

In the event of failure to notify the other Party, the Party obliged to notify shall be obliged to pay the other Party all costs resulting from the fact that the non-notified Party has outdated information. In each case of delivery of a good or performance of a service to the persons so far indicated by the Purchaser prior to the delivery of the goods / performance of the services, it is assumed that the goods or service have been received by the person acting on behalf of the Purchaser.

9. No assignment of rights under the concluded contract to third parties shall be permitted without the written consent of the Seller, otherwise being null and void.
10. The invalidity or invalidity of any provision of the contract, including the GTCS, shall not affect the validity and effectiveness of the remaining provisions. Should any of the provisions of the contract, including GTCS, be deemed invalid or legally defective, the remaining provisions of the contract and GTCS shall remain in force to the fullest extent permissible under applicable laws. At the same time, the Parties undertake to immediately replace such provisions with valid provisions, taking into account the economic purpose of the contract, GTCS and the will and intention of the Parties to the contract.
11. The proper language for these GTCS is Polish. The Seller may translate these GTCS into English or another foreign language. In the case of any discrepancies between the Polish and another language version or a possible translation of these GTCS into another language, the Polish language version has priority for the interpretation of the provisions of these GTCS, which is binding in this respect.
12. The provisions of the GTCS are to be applied directly or mutatis mutandis in the case of a service contract, in particular for maintenance services.
13. For the purpose of the contract and the GTCS, working days shall be understood as days from Monday to Friday, excluding Saturdays and Sundays and other public holidays in accordance with the provisions of the Polish law.

XII. INFORMATION CLAUSE ON PROCESSING OF PERSONAL DATA

1. The administrator of your personal data is DEUTZ Polska Sp. z o.o. with its registered office in Walendow, 117 Nad Utrata Street.
2. Your personal data processed, depending on the scope of the cooperation, for the following purposes:
- a) maintenance of the user account in the online shop;

- b) for the purpose of concluding and performing the contract, in particular the execution of the order placed, including delivery to the address indicated;
 - c) offering;
 - d) implementation of the newsletter service;
 - e) archiving of data in accordance with legal provisions.
3. In addition, your personal data will be processed in order to fulfil legal obligations incumbent on the Administrator, e.g. obligations under tax legislation (e.g. keeping tax records) - the legal basis for the processing is Article 6(1)(c) of the GDPR.
4. In addition, your personal data may be processed in order to assert or defend against contractual claims, which is a legitimate interest pursued by the Administrator - the legal basis for the processing of data is Article 6(1)(f) of the GDPR
5. Your personal data will be processed as follows:
- a) Name
 - b) Delivery address(es) (street, house number, town, postcode, country),
 - c) Phone number,
 - d) NIP,
 - e) Email address,
6. Your personal data may be shared:
- a) organisations of the State by law;
 - b) entities providing services to the Seller in connection with the performance of the contract, including courier companies performing the delivery of the order;
 - c) entities acting on behalf of DEUTZ Polska Sp. z o.o. on the basis of an agreement of entrustment of personal data processing pursuant to Article 28 GDPR;
 - d) DEUTZ AG or other DEUTZ group companies or other customers of the Seller from whom the Seller procures goods or services for resale in connection with the performance of the concluded contract.
7. The basis for processing your personal data is:
- a) your freely given consent to the processing of your personal data;
 - b) the contract concluded between us for which your data has been provided to us;
 - c) the processing of your personal data is necessary for the fulfilment of a legal obligation incumbent on us, including the archiving of financial records under tax law.
8. Your personal data will be stored by us for the period of performance of the contract, and also until the expiry of the period of limitation of claims of the Parties arising from the concluded contract on the basis of which the personal data are processed, as well as until the expiry of the legal periods of obligation to store documents, in particular the expiry of the period of obligation to store accounting and tax documentation, or until the withdrawal of your consent to the processing of data in the case where the processing is carried out on the basis of the consent given.
9. You have the right to:
- a) request access to your personal data, rectification, erasure or restriction of processing;
 - b) to object to the processing of your personal data;
 - c) portability of your personal data;
 - d) withdraw consent to the processing of your personal data at any time;
 - e) to lodge a complaint with a supervisory authority.
- Some requests may prevent the conclusion or execution of a contract with Purchaser.

10. The provision of your personal data is voluntary and, in the case of a contract, necessary for the performance of the contract.
11. Your personal data is not subject to automated decision-making, including profiling.
12. Any transfer of data to a third country or an international organization takes place exclusively to comply with a specific provision of Union law or the law of a Member State to which the controller is subject. The transfer then takes place under the conditions of Chapter V of Regulation (EU) 2016/679 (GDPR). At the request of the data subject, the controller shall provide the data subject with information on whether personal data concerning him or her has been transferred to a third country and on the appropriate safeguards relating to that transfer.
13. Personal data are protected accordingly.
14. For questions concerning the manner and extent of the processing of your personal data as well as to obtain a copy of the processed data and for the transmission of the requests referred to in 9), please contact the following e-mail address: ochronadanych.pl@deutz.com