

GENERAL CONDITIONS OF SALES AGREEMENTS

§1

Sale of goods by "FREZAMET BIS" Sp. z o. o. (hereinafter: Frezamet Bis) with its registered office in Orzesze takes place on the terms and conditions specified in these General Terms and Conditions of Sales Agreements (hereinafter referred to as "GTCS").

§2

DEFINITIONS

1. The terms used in the following GTC mean:
 - a) Frezamet Bis – "Frezamet Bis" Sp. z o. o. based in Orzesze, ul. Wyzwolenia 36b, 43-180 Orzesze, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice - Wschód in Katowice, 7th Commercial Division of the National Court Register, under KRS number 0000074969, with NIP number 6351654902, REGON number 277691386, share capital: 470,500, 00 PLN.
 - b) Price - value expressed in monetary units that the Contractor is obliged to pay to Frezamet Bis for the Goods;
 - c) Contractor - a natural person, a legal person, as well as an organizational unit without legal personality, to which the law grants legal capacity, which submitted an Order for Goods to Frezamet Bis;
 - d) Consumer - a natural person within the meaning of Art. 22[1] of the Civil Code, i.e. a natural person concluding a transaction with Frezamet Bis in a scope not related to its business or professional activity;
 - e) Entrepreneur - a natural person, a legal person and an organizational unit that is not a legal person, which is granted legal capacity by a separate act, conducting business activity on its own behalf;
 - f) Entrepreneur with consumer rights - a natural person running a business, concluding a contract directly related to his business activity, when the content of this contract shows that it does not have a professional character for him, resulting in particular from the subject of his business activity, made available pursuant to the provisions on the Central Registration and Information on Economic Activity);
 - g) Order - an offer to purchase Goods submitted by the Contractor in writing or by e-mail. The order should contain at least: specification of the ordered Goods and their quantity, the Contractor's data necessary to issue a VAT invoice, in particular the tax identification number, and contact details. An order placed via the Contractor's corporate e-mail boxes is deemed to have been placed by a person authorized by the Contractor to place orders;
 - h) Offer - an offer from Frezamet Bis submitted to the Contractor as a result of his inquiry or order, containing the basic conditions for the execution of the Order,
 - i) Order Confirmation - Frezamet Bis' declaration of acceptance of the Order, submitted to the Contractor in writing or by e-mail - specifying at least: the price of the Goods, the total value of the Order, the form of payment and the order completion date.
 - j) Goods – products offered by Frezamet Bis, including those manufactured according to the Contractor's specifications;
 - k) Material – goods provided by the Contractor for the purpose of manufacturing the Goods;
 - l) Agreement - any agreement concluded by Frezamet Bis with the Contractor, in particular the sales agreement.
 - m) Force Majeure - unpredictable events of all kinds, in particular: war, riots, coup d'état, social riots, earthquake, fire, flood, strike and any other events that may hinder or prevent regular supply, production process, delivery of Goods.

§3

SUBJECT MATTER AND SCOPE OF APPLICATION

1. The General Terms and Conditions of Sales Agreements apply to the execution of all Orders placed by Contractors and other declarations of will by Contractors regarding the purchase of Goods from Frezamet Bis. When the Contractor places an Order, the General Terms and Conditions become an integral part of the Agreement and are valid for the entire duration of the Agreement. By placing an

Order, the Contractor or a person authorized in writing to act on his behalf confirms that he knows and accepts the General Terms and Conditions. Notwithstanding the above, acceptance of the delivery of Goods by the Contractor constitutes unconditional acceptance of these General Terms and Conditions.

2. General Terms and Conditions of Sales Agreements are delivered to Contractors together with the Offer, Order Confirmation or are provided in the course of negotiations aimed at concluding the Agreement or are attached as an integral part (annex) to the Agreement. The General Terms and Conditions are also deemed to have been delivered to the Contractor if a reference is made to these General Terms and Conditions in the Offer, Agreement, correspondence, or Order Confirmation, together with an indication of the Frezamet Bis website, where the full content of the General Terms and Conditions is available. Placing an order by the Contractor or an entity authorized to act on his behalf is equivalent to submitting a declaration of acceptance of the General Terms and Conditions.
3. These General Terms and Conditions are available on the Frezamet Bis website <https://frezamet-bis.com/> – in such a way that the Contractor can store and reproduce these General Terms and Conditions in the ordinary course of business.
4. Any deviations from the provisions contained in the General Terms and Conditions of Sale require their inclusion in the Frezamet Bis Offer or Order Confirmation or inclusion in the content of the contract and do not result in the repeal of the remaining terms of the General Terms and Conditions.
5. Commercial terms and conditions of the Contractor that are different from those specified in the General Terms and Conditions of Sale are not binding on Frezamet Bis, even if they were submitted to Frezamet Bis together with the inquiry or order and Frezamet Bis did not raise any express objections to them.
6. All types of oral and telephone arrangements made by Frezamet Bis employees are binding on the Contractor only if they have been confirmed in writing by persons authorized to act on his behalf and if they have been included in the Order Confirmation sent by Frezamet Bis.
7. In the event of discrepancies between the provisions of the Agreement and the General Terms and Conditions, the provisions of the Agreement shall prevail.
8. The General Terms and Conditions of Sales Agreements apply to all entities that are entrepreneurs within the meaning of Art. 43¹ of the Civil Code and to natural persons running and not running a sole proprietorship, to whom consumer regulations apply. For sales with a Consumer and an Entrepreneur with consumer rights, these General Terms and Conditions apply to the extent that mandatory provisions of law do not provide otherwise.
9. Frezamet Bis reserves the right to change these General Terms and Conditions. All changes are effective from the date of their publication on the website, provided that the provisions of the General Terms and Conditions applicable on the date of conclusion of the Agreement will apply to the Agreements concluded between the Parties

§4

AGREEMENT AND GENERAL TERMS

1. Orders can be placed:
 - a) in person/in writing – at the Frezamet Bis headquarters;
 - b) electronically to the e-mail address: biuro@frezamet-bis.com
2. The order is not binding on Frezamet Bis and constitutes only the basis for Frezamet Bis to prepare an Offer for the Contractor.
3. The prices specified in the Offer are binding for the Parties for the period of 14 days from the date of presenting the Offer to the Contractor, unless the Offer indicates a different validity period.
4. The Agreement is concluded when Frezamet Bis confirms the Order, accepts the Offer by the Contractor, or releases the Goods or issues a VAT invoice related to the Order, in cases where the Contractor does not place an Order and Frezamet Bis delivers the Goods to the Contractor.
5. Lack of Order Confirmation does not constitute acceptance or refusal to accept the Order by Frezamet Bis (the application of Article 682 of the Civil Code is excluded). Order Confirmation is issued by Frezamet Bis:
 - a) at the request of the Contractor;

- b) if Frezamet Bis does not undertake to execute the Order in the form presented, Frezamet Bis reserves the right to proceed with the execution of the Order after the Contractor's acceptance of the changes presented in the sent Offer or Order Confirmation, of which the Contractor is obliged to inform Frezamet Bis in writing or by e-mail
- 6. In the event of an Order Confirmation by Frezamet Bis with significant changes or reservations (e.g. regarding the price, extension of the deadline for the performance of the Agreement), the Agreement is concluded when the Contractor confirms that it accepts the Confirmation (Offer) submitted by Frezamet Bis with changes or reservations . If, within 3 business days, Frezamet Bis does not receive information that the Contractor accepts the Confirmation (Offer) with significant changes or reservations, it is considered that the Agreement is not concluded and Frezamet Bis is no longer bound by the submitted Offer.
- 7. Orders, as well as specifications in the case of delivery of Goods manufactured to the Contractor's order, must be submitted to Frezamet Bis in writing or electronically.
- 8. Frezamet Bis has the right to refuse to accept the Order for justified reasons, which it informs the Contractor about.
- 9. In the case of individualized orders, the Contractor immediately, i.e. within 1 day of concluding the contract or accepting the Order by Frezamet Bis, is obliged to provide and ensure all consents, technical documentation, instructions, authorizations or licenses required for the execution of the Order. In such a case, the Contractor will also provide an electronic version of the technical documentation (in CAD or CAM format) together with the Order. Otherwise, Frezamet Bis Sp. z o. o. reserves the right to additionally burden the Contractor with the preparation of technical documentation in the required format or, if it is determined that the execution of the Order is not possible in the absence of documentation, the right to withdraw from the Agreement. In the event of failure to comply with the above obligations, the date of execution of the Order shall be appropriately postponed by the time of delay or the period necessary for the preparation of documentation by Frezamet Bis - without submitting additional declarations in this regard.
- 10. In case of execution of an order using Materials entrusted to Frezamet Bis by the Contractor, the type of material, quantity of material and the date of its delivery to Frezamet Bis should be specified in the Order.
- 11. Frezamet Bis is authorized during the execution of the Order to make changes to the Goods in cases where it is necessary, in the event of circumstances such as changes in technical standards or production methods, changes in law or regulations regarding the conditions for the execution of the Order, without changing the main characteristics of the Goods .
- 12. Frezamet Bis is entitled to use subcontractors to complete all or part of the Order.

§5

TERMS OF PAYMENT AND INVOICES

- 1. Frezamet Bis reserves the right to require the Contractor to pay an advance payment or earnest money on the concluded Agreement before commencing the performance of the Order and the right to demand security for the performance of the Agreement, including the right to demand security for the performance of the Agreement by the Contractor by demanding partial or full payment in advance - before delivery of the Goods, if the Contractor is in arrears with any payments to Frezamet Bis.
- 2. Frezamet Bis may suspend the delivery of the Goods until the Contractor meets additional conditions: payment of an advance payment, earnest money or provision of the security requested by Frezamet Bis. The execution of the Order may also be suspended in the event of non-payment by the Contractor or other actions to the detriment of Frezamet Bis, until the obstacle affecting the implementation of the agreed service is removed.
- 3. Unless otherwise agreed, fees for the Goods are payable:
 - a) in accordance with the payment date specified by Frezamet Bis in the Order Confirmation or Offer, by transfer to the Frezamet Bis bank account based on the issued VAT invoice;
 - b) if no date is indicated - before collecting the Goods by bank transfer to the Frezamet Bis account;

- c) and if it is agreed that payment will be made after receipt of the Goods - within a period no longer than 30 days from the date of delivery of the Goods.
4. The Price of the Goods is included in the Order Confirmation. Prices are indicated in PLN or another currency, in net amounts, excluding VAT, unless expressly stated otherwise. The contractor is obliged to pay remuneration in the amount increased by VAT, in accordance with applicable regulations. If price rates are specified in a currency other than PLN, the price on the invoice will be the Polish zloty equivalent of a given currency rate, according to the sales rate of a given currency announced by the National Bank of Poland on the day of issuing the invoice.
5. If the Goods are delivered to another country within the European Union or to a country outside the European Union, VAT will not be charged if applicable regulations allow it. In such a case, the Contractor is obliged to provide Frezamet Bis with the necessary information and documents confirming the delivery, in accordance with the provisions of the Act of March 11, 2004 on tax on goods and services and within a period allowing for the settlement of the tax within the time limit resulting from the provisions of the above-mentioned act.
6. In the event of failure to provide the documents referred to in section above, within the appropriate deadline, Frezamet Bis will be entitled to correct the issued invoice and demand immediate payment of the VAT amount by the Contractor.
7. The legal basis for issuing and sending invoices in electronic form is art. 106n of the Act of March 11, 2004 on tax on goods and services. Unless the Contractor stipulates otherwise in the content of the Order, it is assumed that by placing the Order the Contractor consents to Frezamet Bis issuing and sending invoices in electronic form.
8. Prices of Frezamet Bis Goods do not include the price of packaging. The contractor will be charged with additional packaging costs determined individually, about which he will be informed in the content of the Offer or Order Confirmation. Packaging prices may be changed unilaterally by Frezamet Bis if a different delivery method is agreed, e.g. a change to partial deliveries.
9. The date of payment of the price or remuneration to Frezamet Bis is the day of crediting the Frezamet Bis bank account.
10. If the Contractor fails to meet the agreed payment date, Frezamet Bis will charge interest for delay at the rate applicable in the Republic of Poland (respectively, the so-called statutory interest for delay in commercial transactions or statutory interest for delay).
11. In the event of unpaid invoices, payments made by the Contractor may be credited at the discretion of Frezamet Bis, first towards the receivables from the oldest due invoices. The Contractor hereby consents to the above method of accounting for payments made by him, and in this respect Frezamet Bis is released from the obligation to submit a separate statement on the method of accounting for individual payments made by the Contractor.
12. If, after the conclusion of the Agreement, but before its performance by Frezamet Bis, circumstances occur beyond the control of Frezamet Bis, justifying an increase in the price of the Goods, such as a sudden increase in the price of goods or materials by the manufacturer, an increase in customs duties, the introduction of additional customs duties or other public law charges, Frezamet Bis has the right to appropriately, unilaterally increase the price of the Goods, and is obliged to indicate the reason for the price increase. The increase in the price of the Goods cannot be higher than the actual increase in the components influencing the price.
13. Frezamet Bis reserves the right to provide economic information about the Contractor's obligations under the conditions specified in the Act of April 9, 2010 on the provision of economic information and the exchange of economic data.

§6

DELIVERY OF GOODS

1. Unless otherwise agreed in the content of the Offer, Order Confirmation or Agreement, deliveries will be made on EXW Orzesze terms according to Incoterms 2020.
2. The delivery date is considered met if the Goods are released to the carrier or directly to the Contractor, or when the Contractor receives notification of Frezamet Bis' readiness to release the Goods.

3. If the Contractor does not collect the Goods on the indicated collection date or within 1 week from the date of notification of readiness to release the Goods, the Contractor will be obliged to cover additional storage costs on the basis of a VAT invoice issued by Frezamet Bis with the indicated payment date.
4. Any other non-standard costs that may arise during the execution of the Order shall be borne by the Contractor, unless otherwise agreed.
5. The Contractor is obliged to inspect the quantity and quality of the Goods and packaging upon receipt, confirming with a signature the compliance of the received item with the order. Frezamet Bis is responsible for the Goods only until the Goods are received by the Contractor, subject to the provisions below.
6. The Contractor is obliged to inform the person responsible for receiving the Goods and the third parties designated by him to collect the Goods about the obligations specified above and that they assume responsibility for the delivered Goods after confirming their receipt.
7. Failure by the Contractor to notify about the need to inspect the received Goods does not extend the liability of Frezamet Bis beyond the moment of receipt of the Goods by the indicated third parties.
8. By signing the acceptance documents and collecting the Goods, the Contractor or a designated third party declares that he has no reservations as to the condition of the Goods. Upon receipt of the Goods by the Contractor or a designated third party, all risks related to the Goods, in particular the risk of loss or damage, are transferred to the Contractor.
9. If the Goods are delivered to the Contractor or a designated third party at the Contractor's expense and by means of transport provided by the Contractor, the risk of accidental loss or damage is transferred to the Contractor upon transfer of the Goods by Frezamet Bis to the forwarder, carrier or Contractor from the Frezamet Bis warehouse.
10. In accordance with the transport risk determined in accordance with this paragraph, Frezamet Bis and the Contractor insure the Goods at their own expense

§7

DELIVERY DATE

1. The date of planned readiness of the Goods for collection is set in the Order Confirmation or Offer sent by Frezamet Bis. In the absence of a specific date or other arrangements, the date of confirmation of the Order will constitute the beginning of the contractual obligations of Frezamet Bis and the beginning of the deadlines for the execution of the Order. Frezamet Bis reserves the right to change the planned date of completion of the Order in cases beyond the control of Frezamet Bis, about which the Contractor will be informed in writing.
2. The delivery date is deemed to have been met when the Goods have been handed over to the Contractor or the carrier indicated by him or when the Contractor has been informed by Frezamet Bis about the possibility of collecting the Goods.
3. If the Contractor fails to perform any of his obligations under the Order, including: fails to provide appropriate specifications or materials or fails to make an advance payment:
 - a) Frezamet Bis will be entitled to suspend the execution of the Order until such failure to fulfill obligations by the Contractor is removed;
 - b) the execution time of the Frezamet Bis Order will be extended accordingly;
 - c) any resulting costs incurred by Frezamet Bis will be covered by the Contractor.

§8

STATUTORY WARRANTY

1. The Contractor is obliged to examine the delivered Goods in terms of quantity and quality for any non-hidden defects, immediately after receipt. By signing the acceptance documents and collecting the Goods, the Contractor or a designated third party declares that he has no reservations as to the condition of the products. The contractor loses his warranty rights if he did not examine the Goods at the time of receipt and did not immediately notify Frezamet Bis about the defect.

2. If at a later date the Contractor discovers defects in the Goods, he should immediately, but no later than within 3 days, inform Frezamet Bis of this fact in writing in order to agree on further course of action.
3. Frezamet Bis shall be liable under the warranty for physical defects of the Goods if the Goods were manufactured in the manner specified by the Contractor or according to the specifications provided by him, with the reservation that Frezamet Bis shall not be liable if, despite exercising due diligence, it was unable to detect the defect in method of production or specification, or if the Contractor, despite Frezamet Bis drawing attention to the above defects, insisted on the method of production or specification provided by him.
4. The liability of Frezamet Bis is excluded if the defect of the Goods was caused by the material provided by the Contractor.
5. Frezamet Bis is not liable for goods used by the Contractor in a manner inconsistent with their intended use and technical properties, in which damage occurred as a result of manufacturing and design errors of third parties and as a result of failure to comply with recommendations and instructions.
6. Complaints may be submitted in writing or via e-mail to the following e-mail address: biuro@frezamet-bis.com
7. If the Goods have a defect, the Contractor may demand that the item be replaced with a defect-free one or that the defect be removed. Frezamet Bis is obliged to replace the defective item with a defect-free one or remove the defect within a reasonable time without excessive inconvenience to the Contractor. Frezamet Bis may refuse to satisfy the Contractor's request if bringing the defective item into compliance with the contract in the manner chosen by the Contractor is impossible or would require excessive costs compared to the other possible method of bringing it into compliance with the contract. If the Contractor is an entrepreneur, Frezamet Bis may refuse to replace the item with a defect-free one or to remove the defect even if the costs of satisfying this obligation exceed the price of the item sold.
8. If the Goods have a defect, the Contractor may submit a declaration of price reduction or withdrawal from the contract, unless Frezamet Bis immediately and without excessive inconvenience to the Contractor replaces the defective Goods with a defect-free one or removes the defect. This limitation does not apply if the item has already been replaced or repaired by Frezamet Bis or he has not fulfilled the obligation to replace the item with a defect-free one or remove the defect. The contractor may not withdraw from the contract if the defect is insignificant.
9. The Contractor delivers the complained Goods to the Frezamet Bis office at his own expense and risk, while in the case of a Contractor who is a consumer, Frezamet Bis collects the Goods at his own expense or the consumer delivers the Goods at the expense of Frezamet Bis, depending on Frezamet Bis' instructions. Frezamet Bis will refund the above costs to the Contractor only if the complaint is deemed justified. If the complaint is found to be unfounded, the Contractor shall bear the costs of return transport as well as any additional costs incurred by Frezamet Bis in this regard, among others costs of selection or possible laboratory tests.
10. In justified cases, Frezamet Bis may send its representative to the Contractor's headquarters or the place of actual storage of the batch of Goods complained about in order to assess the validity of the complaint. Each time, the need for such a procedure is agreed together with the Contractor.
11. When considering a complaint, its validity is assessed taking into account technical standards in force and good industry practice. If the complaint is not considered justified, Frezamet Bis may charge the Contractor with the costs of handling the complaint. If the complaint is accepted, the deadline for its implementation will be agreed individually with the Contractor.
12. If the complained Goods have not been sent back to Frezamet Bis, until the complaint is finally considered, the Contractor is obliged to store it properly to prevent any damage or shortages.
13. Frezamet Bis will not be liable for any damage caused by Goods manufactured by the Contractor from materials provided by the Contractor. Moreover, the total liability of Frezamet Bis will be limited to the value of the Order. Frezamet Bis is also liable only for the normal consequences of its actions and will not be liable to the Contractor or third parties for production losses, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss of any kind.

14. Any quantitative or qualitative complaints do not entitle the Contractor to withhold payment for the completed delivery of the Goods or to make any deductions from the amounts due to be paid by the Contractor for the Goods.
15. Frezamet Bis has the right to suspend the fulfillment of the Contractor's claims until the Contractor settles all outstanding amounts.
16. Frezamet Bis is not liable for damage resulting from incorrect or negligent use, in particular incorrect installation.
17. In matters not regulated by the above provisions, the relevant provisions of the Civil Code shall apply.

§9

STATUTORY WARRANTY – ADDITIONAL RULES APPLICABLE TO CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS

1. Frezamet Bis is liable to Consumers and Entrepreneurs with consumer rights (hereinafter referred to as the "Customer") in accordance with the principles set out in Chapter 5a of the Act on Consumer Rights.
2. If a physical defect is detected within two years from the date of delivery of the Goods, it is assumed that it existed at the time of transfer of risk to the Customer.
3. Pursuant to the Act of May 30, 2014 on consumer rights, if the goods are inconsistent with the contract, the Customer may demand:
 - a) repair of goods;
 - b) exchange of goods.
4. Moreover, if the goods are inconsistent with the contract, the Customer may submit a declaration of price reduction or withdrawal from the contract only if Frezamet Bis:
 - a) refused to bring the goods into compliance with the contract;
 - b) failed to bring the goods into compliance with the contract;
 - c) has tried to bring the goods into conformity with the contract, but the lack of conformity persists; and in situations where:
 - d) the lack of conformity of the goods with the contract is so significant that it justifies an immediate price reduction or withdrawal from the contract;
 - e) it is clear from Frezamet Bis' statement or the circumstances that it will not bring the goods into conformity with the contract within a reasonable time or without undue inconvenience to the Customer.
5. The reduced price must be in such proportion to the price resulting from the contract that the value of the goods that do not conform to the contract is to the value of the goods that comply with the contract.
6. Frezamet Bis, in accordance with the Act of May 30, 2014 on consumer rights, may perform an exchange when the Customer requests a repair or Frezamet Bis may perform a repair when the Customer requests a replacement, if it is impossible to bring the goods into compliance with the contract in the manner chosen by the Customer or would require excessive costs. If both repair and replacement are impossible or would require excessive costs, Frezamet Bis may refuse to bring the goods into compliance with the contract.
7. Frezamet Bis reserves that the above rights are available to the Customer only in the scope of the purchase of (1) consumer goods by the consumer, i.e. purchase of goods by a natural person for purposes unrelated to professional or business activity, and (2) a natural person conducting business activity (in the form of sole proprietorship) who concludes with another entrepreneur a contract directly related to the business or professional activity conducted by him, but which is not of a professional nature for him.
8. Frezamet Bis is obliged to reimburse the Customer for costs incurred in connection with the exercise of rights due to non-compliance of the goods with the contract, including in particular the costs of delivering the goods, the costs of postage, transport, labor and materials. If the Goods were installed before the Goods' non-compliance with the contract became known, Frezamet Bis dismantles the

Goods and reassembles them after repair or replacement, or commissions these activities to be performed at its own expense.

9. The customer cannot withdraw from the contract if the defect is insignificant.
10. The Customer who exercises the rights due to the non-compliance of the Goods with the contract is obliged to deliver the defective item at the expense of Frezamet Bis to the address of Frezamet Bis, unless Frezamet Bis indicates that it will collect the Goods at its own expense, and if due to the type of the item or the manner of its installation would make it excessively difficult for the Customer to deliver the item, the Customer is obliged to make the item available to Frezamet Bis in the place where the item is located. If Frezamet Bis fails to fulfill its obligation, the Customer is entitled to return the items at Frezamet Bis' expense and risk.
11. The costs of replacement or repair are borne by Frezamet Bis.
12. Frezamet Bis is obliged to accept defective items from the Customer in the event of replacing the item with a defect-free one or withdrawing from the contract.
13. Frezamet Bis will respond to the reported complaint within fourteen days. Otherwise, it is considered that Frezamet Bis considered the Client's statement or request justified.

§10

IMPROPER PERFORMANCE OF THE CONTRACT AND RIGHT OF WITHDRAWAL

1. Frezamet Bis has the right to withdraw from the Agreement if the Contractor experiences financial difficulties that may result in its insolvency, in particular when the Contractor's liquidation proceedings have been opened, enforcement proceedings have been initiated against the Contractor or there are grounds for submitting an application to initiate bankruptcy proceedings. The above-mentioned right is valid within 30 days from the moment of learning about the occurrence of the above-mentioned circumstances.
2. If the payment deadline is exceeded by the Contractor, Frezamet Bis has the right to withdraw from the Agreement due to the fault of the Contractor after setting an additional deadline for payment of the arrears with the risk that in the event of ineffective expiry of the set deadline, Frezamet Bis will be entitled to withdraw from the contract.
3. If Frezamet Bis obtains information about the Contractor's financial difficulties, Frezamet Bis may suspend the execution of the Order/Agreement until the Contractor has fully paid the amounts related to the Order/Agreement.
4. The Contractor has no right to withdraw from the concluded Agreement for reasons not attributable to Frezamet Bis, unless the Agreement or written Order Confirmation states otherwise, or Frezamet Bis agrees to withdraw from the Agreement for payment of the equivalent of all materials needed to complete the order purchased by Frezamet Bis, taking into account the costs of purchasing and storing these materials.
5. If Frezamet Bis withdraws from the Agreement due to the fault of the Contractor, the Contractor is obliged to cover all related costs incurred by Frezamet Bis.
6. Frezamet Bis reserves the right to withdraw from the execution of the Agreement within 30 days of delivery of the materials by the Customer if, in the opinion of Frezamet Bis, the delivered materials have defects that prevent proper performance of the Agreement. If the above defects are revealed during the execution of the Order, Frezamet Bis reserves the right to withdraw from the Agreement within 30 business days from the discovery of the defect and charge the Contractor for the costs incurred so far.
7. If the revealed defects, in the opinion of Frezamet Bis, are removable, Frezamet Bis will suspend the execution of the contract and immediately inform the Contractor about the above fact. In such a case, the Parties will mutually agree on further actions, including the possibility of repairing the defects by Frezamet Bis for a separate fee or by a third party, or they will terminate the concluded Agreement. In the event of disagreement as to further actions, Frezamet Bis reserves the right to withdraw from the Agreement within 30 days of informing the Contractor about the discovered defects. Frezamet Bis reserves the right to unilaterally change the price in the event of circumstances that could not be predicted when concluding the Agreement, in particular an increased number of man-hours due to

the specific nature of the subject of the Agreement, of which Frezamet Bis will immediately inform the Contractor for acceptance.

8. In the event of withdrawal from the Agreement for the reasons indicated in points 6 and 7 of this paragraph, the Customer is not entitled to any claims against Frezamet Bis, and the Customer is obliged to immediately collect the materials at his own expense and risk.

§11

RIGHT TO WITHDRAW FROM A SALES AGREEMENT CONCLUDED AT A DISTANCE OR OUTSIDE THE BUSINESS PREMISES - RULES APPLICABLE TO CONSUMERS AND ENTREPRENEURS WITH CONSUMER RIGHTS

1. A Contractor who is a Consumer or an Entrepreneur with consumer rights (hereinafter referred to as the "Customer") who has concluded a distance or off-premises contract is entitled to withdraw from the contract for reasons not attributable to Frezamet Bis on the following terms.
2. Frezamet Bis indicates that in relation to non-prefabricated Goods, manufactured according to the Consumer's specifications or serving to meet his individual needs, the Customer is not entitled to withdraw from the contract (Article 38 sec.1 point 3 of the Act on Consumer Rights).
3. In other cases, the Customer may withdraw from the Agreement without giving a reason and without incurring costs within 14 days. To meet the deadline, it is sufficient to send the declaration before its expiry. A declaration of withdrawal from the contract may be submitted, for example: (1) in writing to the address of the registered office of Frezamet Bis (2) in electronic form via e-mail to the following address: biuro@frezamet-bis.com
4. The deadline for withdrawal from the contract begins with the delivery of the Goods to the Customer.
5. In the event of withdrawal from a distance contract, the contract is deemed not to have been concluded.
6. Frezamet Bis is obliged to immediately, no later than within 14 days from the date of receipt of the Customer's declaration of withdrawal from the contract, return to the Customer all payments made by him, including, in the case of delivery of the Goods by Frezamet Bis, the costs of delivery of the Goods, with the exception of additional costs resulting from the delivery method selected by the Customer other than the cheapest standard delivery method available in the Frezamet Bis offer. Frezamet Bis refunds the payment using the same payment method used by the Customer, unless the Customer has expressly agreed to a different method of refund, which does not involve any additional costs for him. Frezamet Bis may withhold the refund of payments received from the Customer until it receives the Goods back or until the Customer provides proof of sending them back, depending on which event occurs first.
7. The Customer is obliged to return the Goods immediately, no later than within 14 days from the date on which he withdrew from the contract. To meet the deadline, it is enough to return the Goods before its expiry. The Customer may return the Goods to the address of the Frezamet Bis headquarters. The Customer bears the direct costs of returning the goods.
8. The Customer is liable for any reduction in the value of the Goods resulting from using them in a way that goes beyond what is necessary to establish the nature, characteristics and functioning of the Goods.

§12

RESERVATION OF OWNERSHIP

1. Until the date of payment by the Contractor, ownership of the Goods belongs exclusively to Frezamet Bis. The Contractor has no right to sell, donate or encumber the Goods with a lien or the rights of third parties as long as the Goods are the property of Frezamet Bis, unless Frezamet Bis consents to this in writing under pain of nullity.
2. Until the date of payment, the Contractor is obliged to:
 - a) the utmost care when transporting, storing and using the purchased Goods in order to avoid any damage, deterioration or loss of the Goods;
 - b) upon initiation of bankruptcy proceedings, mark the Goods as the property of Frezamet Bis and immediately notify Frezamet Bis of this fact.

3. In the event of a delay in payment by the Contractor, Frezamet Bis may demand the return of the Goods within the time specified by Frezamet Bis.
4. In the situation indicated above, the Contractor is obliged, at his own expense, to return the Goods to Frezamet Bis and to pay Frezamet Bis remuneration for the period of using the Goods according to the rental prices used by Frezamet Bis. This remuneration is payable on the date in which the Contractor is obliged to return the Goods. The Contractor is obliged to cover all costs caused by wear and tear or damage to the Goods

§13

INTELLECTUAL PROPERTY

1. In the event of purchasing Goods offered by Frezamet Bis, Frezamet Bis retains ownership of all designs, drawings, plans, software, technical documents and trademarks, trade names, logos, photos, texts or any other intellectual property relating to the Goods and delivered to the Contractor, as well as intellectual property rights relating thereto acquired originally or derivatively by Frezamet Bis.
2. In the case of individualized Orders, the Contractor will retain ownership of all designs, drawings, plans, software, technical documents relating to the Goods delivered to Frezamet Bis, as well as intellectual property rights relating to them acquired originally or derivatively by the Contractor. The received technical documents will be kept confidential by Frezamet Bis, its employees, involved by Frezamet Bis to perform the Order and its subcontractors, and will not be copied, modified or disclosed, nor will they be used by any of them except for the purpose of implementing Orders.

§14

ENTERPRISE STATUS

Due to the entry into force on January 1, 2020 of the Act of July 19, 2019 amending certain acts in order to reduce payment backlogs, Frezamet Bis declares that, in accordance with the conditions set out in Annex I of Commission Regulation (EU) No. 651/ 2014 of 17 June 2014 declaring certain types of aid compatible with the internal market in application of Art. 107 and 108 of the Treaty and after analyzing in particular the relationships and their impact on the level of employment and the financial parameters necessary to determine the limits referred to in Art. 2 above Annex, in particular the types of enterprises taken into account when calculating the staff numbers and financial amounts referred to in Article 3 above annex, Frezamet Bis is small enterprise.

§ 15

FORCE MAJEURE

1. The Parties shall not be liable to each other for any damages, penalties or other obligations that may arise as a direct or indirect result of the fact that a given Party was unable to perform or performed its obligations under the Agreement with a delay due to the occurrence of Force Majeure.
2. Cases of Force Majeure entitle Frezamet Bis to extend the deadline for the execution of the Order or to withdraw from the execution of the Agreement, and the Contractor is not entitled to any claims against Frezamet Bis in this respect. The party invoking force majeure will notify the other party of its occurrence in writing or by e-mail within 7 days of the occurrence of the force majeure event.
3. If the execution of the Order is delayed by more than 3 months due to force majeure, Frezamet Bis and the Contractor will establish the conditions for further execution of the Order. If there is no agreement between the parties within 1 month, each party may withdraw from the Order by making a written declaration submitted to the other party within 60 days of the expiry of the period for reaching an agreement.

§16

PERSONAL DATA PROTECTION

1. The Customer consents to the processing of personal data provided by Frezamet Bis, which is the Personal Data Administrator, or entities acting on behalf of Frezamet Bis in connection with the implementation of the Agreement.
2. In matters related to the protection of personal data, please contact us at: ul. Wyzwolenia 36b, 43-180 Orzesze or e-mail address: biuro@frezamet-bis.com

3. Your personal data will be processed only for the purposes necessary to take action before concluding a contract with you or the person/company represented by you and for the purpose of implementing the contract if it was concluded pursuant to Art. 6 section 1 letter b) 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), hereinafter referred to as: "GDPR", in order to fulfill the obligations arising from tax law and accounting regulations pursuant to Art. 6 section 1 letter c) GDPR, as well as for the purpose of pursuing claims or defending against claims pursuant to Art. 6 section 1 letter f) GDPR.
4. Personal data will be processed in order to conclude and perform the contract for the sale of Goods, including for the purposes of:
 - a) verifying the identity of the Contractor or the person representing the Contractor when concluding the contract for the sale of Goods and in the process of implementing the contract;
 - b) contact with the Contractor for purposes related to the conclusion and performance of the contract, in particular to confirm acceptance of the order and inform about the status of the order;
 - c) handling possible complaints and defending against claims related to the implementation of the contract;
 - d) possible pursuit of claims arising from the contract;
 - e) performance by Frezamet Bis of obligations arising from applicable legal provisions, in particular related to the settlement of tax liabilities;
5. The recipients of your personal data may be entities cooperating with Frezamet Bis in the scope of services provided to Frezamet Bis (e.g. subcontractors) and supporting Frezamet Bis' current business processes, i.e., among others: (i) entities providing IT services, and (ii) entities providing accounting services, and (iii) entities providing legal services, (iv) operators or payment institutions.
6. Personal data will not be transferred outside the European Economic Area ("EEA"), which includes the EU Member States, Iceland, Liechtenstein and Norway.
7. Your personal data will be stored for the duration of the contract, and after that period for the period of limitation of any claims.
8. In addition, your personal data will be stored for the period required by tax law and accounting regulations.
9. You have the right to access your personal data, rectify it, delete it or limit processing, and object to the processing of personal data (in the case of data processing pursuant to Article 6(1)(f) of the GDPR).
10. If a contract is concluded, you have the right to transfer data, including the right to receive the data and send it to another administrator or to request, if technically possible, to send the data directly to another administrator.
11. If you believe that your personal data is being processed contrary to legal requirements, you have the right to lodge a complaint with the supervisory authority in the field of personal data protection, i.e. the President of the Office for Personal Data Protection.
12. Providing personal data is voluntary, but necessary to conclude a contract with Frezamet Bis and ensure contact with Frezamet Bis.
13. If personal data of third parties are made available to Frezamet Bis, the Contractor undertakes to notify these persons about the processing of their data by Frezamet Bis and obtain their consent to such data processing. Placing an Order and providing personal/address data to Frezamet Bis is understood as the Contractor's consent to the processing of his/her data. The Contractor is obliged to apply the principle of adequacy and not to provide personal data that is not necessary for the performance of the Agreement.

§17

OUT-OF-COURT METHODS OF RESOLVING COMPLAINTS AND SEEKING CLAIMS - CONSUMER RULES

1. Detailed information on the possibility for a Contractor who is a Consumer to use out-of-court methods of dealing with complaints and pursuing claims, as well as the rules of access to these procedures, are available on the website of the Office of Competition and Consumer Protection at: https://uokik.gov.pl/pozasadowe_rozwiazywanie_sporow_konsumenckich.php
2. There is also a contact point at the President of the Office of Competition and Consumer Protection (telephone: 22 55 60 333, email: kontakt.adr@uokik.gov.pl or written address: Pl. Powstańców Warszawy 1, 00-950 Warszawa), whose task is is, among other things, providing assistance to consumers in matters relating to out-of-court resolution of consumer disputes.
3. The consumer has the following possible options for using out-of-court methods of dealing with complaints and pursuing claims: (1) application for resolution of the dispute to a permanent consumer arbitration court (more information at: <http://www.spsk.wiih.org.pl/>) ; (2) an application for out-of-court settlement of the dispute to the provincial inspector of the Trade Inspection (more information on the website of the inspector competent for the place of business activity of the Seller); and (3) assistance from the district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
4. At <http://ec.europa.eu/consumers/odr>, a platform for the online dispute resolution system between consumers and entrepreneurs at the EU level (ODR platform) is available. The ODR platform is an interactive and multilingual website with a one-stop shop for consumers and entrepreneurs seeking out-of-court settlement of a dispute regarding contractual obligations arising from an online sales contract or service provision contract (more information on the website of the platform itself or at the website of the Office of Competition and Consumer Protection : https://uokik.gov.pl/spory_konsumenckie_faq_platforma_odr.php).

§18

FINAL PROVISIONS

1. Any contract or legal action concluded between Frezamet Bis and the Contractor, including the foreign Contractor, under these General Terms and Conditions is subject to Polish law.
2. Disputes arising from the performance of the General Terms and Conditions of Sale will be resolved by the court having jurisdiction over the registered office of Frezamet Bis.
3. In the case of sales of Goods internationally, English is the main language in which Frezamet Bis communicates with the Contractor in writing and orally. Communication may take place in the official language of the registered office of Frezamet Bis, the Contractor or another mutually agreed language, but the basic language is English.
4. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.
5. The invalidity or ineffectiveness of any of the provisions of the General Terms and Conditions of Sale does not affect the validity and effectiveness of its remaining provisions. The Parties will seek to replace the invalid or ineffective provision with a valid and effective provision that will achieve the same or similar financial and economic purpose as closely as possible, subject to the provisions of Art. 58 § 3 of the Civil Code.