

1. Application of the General Terms and Conditions of Sale and Delivery

These General Terms and Conditions of Sale and Delivery (the «GTC») of Baumer spółka z ograniczoną odpowiedzialnością («Baumer») apply to all contracts concluded between Baumer and customers which are enterprises in the meaning of Article 431 of the Polish Civil Code (B2B contracts). The GTC are binding on the customer if delivered in writing or made available electronically before conclusion of a contract or upon concluding it at the latest. Baumer is not bound by the general terms and conditions applied by the customers insofar as they contradict these GTC. Otherwise, the customer's general terms and conditions may be binding on Baumer only if approved by Baumer in writing.

2. Contract conclusion

All catalogues, presentations, price lists and similar materials of Baumer, including those which show features of an offer, addressed to the general public or a specific customer, are exclusively for information purposes and non-binding on Baumer. It is only an invitation to submit proposals. The above-mentioned materials constitute an offer in the meaning of Article 66 of the Civil Code only if specifically stated so in their content. Baumer's offers presented to a customer are binding on Baumer for 30 days of the offer date, unless the content indicates a different validity period. A contract is deemed concluded when Baumer confirms an order, i.e. when Baumer's order confirmation in writing or by e-mail reaches the customer, or upon fulfillment of other contractual terms agreed between the parties. If Baumer makes a delivery without a confirmation of the order, the contract with Baumer is deemed concluded at the moment Baumer proceeds to perform the contract. The contract is then deemed concluded on terms specified in the last letter containing the commercial terms which Baumer has sent to the customer. All verbal agreements or representations of the parties which amend the contractual provisions may be binding only if approved by Baumer in writing or by e-mail.

3. Price and terms of payment

Prices shown in catalogues, presentations, price lists and similar materials mentioned in point 2 of the GTC are for information purposes only. Unless otherwise agreed between the parties in writing, prices specified in a contract or an order confirmation are quoted ex works (Incoterms 2010), exclusive of VAT, customs duties and any other additional fees/taxes, as well as packaging, handling, shipping and unloading, all of which are charged separately. If Baumer incurs any costs of the above-mentioned fees/taxes or packaging, handling, shipping and unloading, it will be entitled to claim reimbursement of the costs from the customer.

Unless otherwise agreed and set forth accordingly in the order confirmation, the buyer shall bear any and all bank charges which may be incurred with respect to letters of credit, bank guarantees, debt collections, redemption of documents, etc.

If a customer places an order for less than EUR 100 net (converted into other currencies at the average exchange rate of the National Bank of Poland as of the last working day before Baumer's order confirmation), Baumer may charge an additional fee for the delivery up to 50 EUR (converted into other currencies at the average exchange rate of the National Bank of Poland as of the last working day before Baumer's order confirmation). This additional fee shall be indicated in the order confirmation.

Unless the contract or invoice stipulates otherwise, all invoices issued by Baumer are payable within 14 calendar days of the date of issue. The date of payment is the day on which Baumer's bank account is credited. If the customer is late with the payments, Baumer is entitled to charge late payment interest against the customer in the amount stipulated in Article 481(2)1 of the Civil Code (the so-called maximum late payment interest) on the outstanding amount for each day of delay. The customer agrees to receive e-invoices to the e-mail address it indicates. The customer may set off mutual claims only if they are indisputable or confirmed in a final and non-appealable court ruling. If the customer is in arrears with the payment of the price, any advance or the agreed instalments against the agreed deadline, Baumer may withdraw from the contract. In such a case, Baumer will set an appropriate additional time limit for the customer which, if expires to no effect, will entitle Baumer to withdraw from the contract. In the case of withdrawal from the contract and the return of the goods, Baumer may seek damages for the lost value of the goods, wear and tear or damage. Moreover, Baumer may seek damages for non-performance of the obligations on general principles.

4. Delivery

Delivery periods and dates are binding only if confirmed by Baumer in writing or by e-mail and on condition that the customer has provided to Baumer in due time all information and documents necessary to make the delivery, has obtained and presented to Baumer all administrative approvals/permits, and provided that the customer has paid all advances in the manner and amounts agreed between the parties. Delivery periods agreed between the parties begin on the order confirmation date, unless the parties fail to agree all technical details concerning the products in which case the delivery periods begin once the parties agree all technical details of the delivery. In the case of additional or supplementary contracts, delivery periods will be extended as necessary. Unforeseeable and unavoidable events beyond Baumer's control for which Baumer is not responsible, such as force majeure, wars, natural disasters, attacks on Baumer's IT system, release Baumer from the obligation to make timely deliveries or timely perform services for the event's duration. With respect to Baumer, unforeseeable events include also circumstances affecting its suppliers or business partners (e.g. embargo). Delivery periods agreed between the parties will be extended by the duration of the disturbance and the customer should be notified in due way. If Baumer delays the product delivery, the customer may withdraw from the contract only if Baumer is at fault and after a reasonable additional period set by the customer. If the delivery period is extended by more than 30 days at the customer's request and upon written approval of Baumer, Baumer will be entitled to charge a warehouse fee of 0.5% of the net sales price for every commenced 30 days compared to the original delivery period. The total fee on that account must not exceed 5% of the net sales price.

5. Transfer of risk

The risk of accidental loss or damage to the product passes to the customer at the time the product is handed over for shipment to the first carrier or at the time it leaves the warehouse for dispatch to the customer. If a delivery or dispatch is delayed for reasons attributable to the customer, the risk of accidental loss or damage to the product passes to the customer on the day it is notified of the product's readiness for delivery or dispatch. The customer is exclusively liable for the product insurance during the transportation and Baumer accepts no liability on this account. If Baumer incurs any costs of product insurance during transportation, it may claim reimbursement from the customer.

6. Acceptance

If the customer delays acceptance of the delivered products, Baumer will set an appropriate additional time limit for the customer which, if expires to no effect, will entitle Baumer to withdraw from the contract. In the case of withdrawal, Baumer may seek remedy of the damage caused by the non-performance of the obligation from the customer.

7. Retention of title

The delivered products remain Baumer's property until the customer pays the full price specified in the contract between the parties or in the order confirmation, and until all of Baumer's claims connected with the business relationships with the customer are settled. The customer has no right to establish a pledge on the delivered products, to use them as security or dispose of them so that Baumer may lose the ownership title. The customer assigns all its receivables due to him from third parties from the resale of the products and Baumer accepts this assignment. The customer must forward to Baumer all information about the products that remain Baumer's property and claims assigned to Baumer under this contract.

The customer must immediately notify Baumer of all encumbrances or claims of third parties concerning the products and share all necessary documents. The customer must also notify third parties of Baumer's retention of title. Throughout the title retention period the customer must handle the products with due care. Whenever the customer violates material obligations, such as payment of the sale price, Baumer may, notwithstanding any other rights it may have, retrieve the products from the customer. The customer must give Baumer or its representatives immediate access to the products or make them available for disposal.

8. Statutory warranty for physical defects

Baumer is liable against the customer if any product shows physical defects in line with the provisions below. Any further liability under the statutory warranty is excluded to which the customer consents. Baumer is liable against the customer if the sold product has physical defects, meaning that it does not comply with the technical specification, the manual or other documentation which Baumer supplies for the product. Baumer's liability under the statutory warranty for the product is excluded if the product does not meet special requirements of the customer or does not have features which are not stipulated in the technical specification, the manual or other documentation which Baumer supplies for the product, unless Baumer confirmed special requirements in writing. The statutory warranty for the safety components in the meaning of Directive 2006/42/EC of the European Parliament and of the Council of 17 May 2006 on machinery, and amending Directive 95/16/EC (recast) is excluded, unless Baumer gives the customer a written declaration that they are covered by the statutory warranty. The customer must carefully inspect the product upon its hand-over/delivery and immediately notify Baumer of any identified defects, or else the customer may lose the rights under the statutory warranty. The product accepted by the customer without reservations is considered to have no visible defects. If a hidden defect is found during the statutory warranty period, the customer must notify

Baumer in writing or by e-mail without undue delay and not later than within 7 days of finding the defect. The customer will forfeit its rights under the statutory warranty if: Baumer's product has been fitted/installed/commissioned improperly, i.e. in violation of the information in the manual or other documents accompanying the product or, if required by the product's characteristics, has been fitted/installed/commissioned by a person without the required authorisations or qualifications; Baumer's product has been used improperly, i.e. in violation of the information in the manual or other documents accompanying the product; the customer makes modifications (including without limitation repair or alterations) of the product on its own (or by commissioning them to a third party) and without Baumer's approval; the customer makes on its own (or by commissioning a third party to do it) and without Baumer's approval any alterations of the product using non-genuine parts/components, that is, not manufactured by Baumer. If Baumer is responsible for the defect in the product, Baumer will at its own discretion remove the defect or supply a new, defect-free product within a reasonable period (supplementary services). The customer may withdraw from the contract or submit a statement on the price reduction exclusively if the supplementary services of Baumer are ineffective and after giving Baumer an additional, reasonable period for removing the defect or supplying a new product. If a product cannot be made compliant with the contract by removing the defect or a new defect-free product cannot be supplied or requires excessive expenses, or if the costs of removing the defect/replacing the product exceed the product price, Baumer will notify the customer who may then withdraw from the contract or submit a statement on the price reduction. Baumer will then refund the sale price or its relevant part paid by the customer. The customer's rights under the statutory warranty expire 24 months after hand-over/delivery of the product; the rights under the statutory warranty for the products or its parts supplied/repaired under the statutory warranty expire on the date applicable to the original product. If an order is for a second-hand product, the statutory warranty for the defects is excluded. If the replacement or repair of the product entails any additional costs, especially the costs of disassembly, delivery, labour, materials or re-assembly and commissioning, Baumer will cover those costs only if agreed with the customer in writing. Baumer's liability under Article 5611 of the Civil Code is excluded which means that Baumer is not liable for disassembly and re-assembly of the product and the customer must do this at its own expense and risk. If Baumer incurs any costs of investigating the product's defects reported by the customer which prove unfounded, Baumer will be entitled to charge the customer for the costs (e.g. costs of product transportation). If the customer withdraws from the contract or submits a statement on the price reduction, or if Baumer removes the product defect or supplies a new product, Article 566 of the Civil Code and the customer's demand for damage repair are excluded. If the customer meets the conditions specified above and submits a statement on the price reduction to Baumer, the reduced price specified by the customer in that statement should be in the same proportion to the contractual price as the defective product's value is in proportion to the defect-free product. If and when software is included in delivered products, Baumer is liable against the customer if the software contains any reproducible errors in line with the provisions above.

9. Infringements of Intellectual Property Rights

If and when claims based on industrial property rights or copyrights are asserted against products provided by Baumer and used in accordance with the contract, Baumer will review these claims and, as appropriate, at its option and expense either acquire a utilization right for the product, modify the product so that there is no longer any infringement of the industrial property right or copyright, or replace the product. If circumstances make the above actions unreasonable, Baumer will accept return of the product and reimburse the purchase price. More extensive claims against Baumer are excluded to which the customer consents, in particular article 574 of the Civil Code and the customer's demand for damage repair are excluded. The customer must notify Baumer in writing or by e-mail of any third party claims concerning industrial property rights or copyrights without undue delay and not later than within 7 days of learning of such claims. The customer against whom a third party seeks claims concerning the product forfeits its rights under the statutory warranty if the customer fails to notify Baumer of the claims within 7 days of learning of such claims. Any further liability under the statutory warranty for legal defects other than this indicated in point 9 above is excluded to which the customer consents. The customer's rights under the statutory warranty for legal defects expire 24 months after hand-over/delivery of the product.

10. Software

If and when software is included in delivered products, a license for the use of the software in conjunction with the product for the duration of the product's useful life is hereby granted for each and every product. However, as regards the third party software (i.e. non-Baumer's software), Baumer will grant a sub-licence to the client in the scope stipulated in the agreement between the licensor and Baumer. Baumer does not agree to permanent or temporary reproduction of the software in full or in part by any means and in any form. Baumer does not agree to translation, adaptation, layout changes or any other modifications to the software. Any and all reverse engineering of software as well as its modification or removal from the product is prohibited.

11. Safety

The customer covenants to utilize the product solely within the limits described in the operating instructions and to instruct carefully its customers and helpers in the use and operation of the product. The customer covenants to provide information about its experience in the operation of the product to Baumer upon the latter's request. Baumer is prepared at all times to replace free of charge any safety notices on the product which have become illegible or have been lost. The buyer bears the costs for their application. Baumer is free to design the safety notices provided as replacements at its own discretion. If it is lawful, Baumer provides declarations of conformity at cost and only to the extent that Baumer is required to archive originals. The above provisions do not affect Baumer's obligations arising from laws.

12. Liability

The parties may seek payments or compensation against each other on account of e.g. damage caused in connection with the contract performance, exclusively on the following principles. Regardless of the liability regime, Baumer is liable towards the customer exclusively for the damage caused by wilful misconduct. Baumer cannot be held liable especially for the customer's lost profit caused by improper performance of the contract by Baumer; indirect damage resulting from improper performance of the contract by Baumer; damage not caused by improper performance of the contract, especially damage caused by normal wear and tear or product alterations made without Baumer's approval. Baumer's total liability for damage, claims and other demands connected with or arising from the contract must never exceed 100% of the sale price. The above limitations do not apply to the absolute liability under the laws.

13. Personal data protection, confidentiality clause

The personal data provided by the customer will be processed in line with the Polish Personal Data Protection Act of 29 August 1997 (Journal of Laws of 2016, item 922 et seq.) The data controller of the personal data provided by the customer upon concluding the contract or placing orders is Baumer Spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw (address: ul. Odrowąża 15, 03-310 Warsaw. The above-mentioned data will be processed in connection with the contract performance only. The users have the right to access and amend their personal data. All data are provided voluntarily. Throughout the lifetime of the contract with Baumer and indefinitely after its expiry, the customer must keep secret and not disclose to any third parties and not use for purposes other than the performance of the contract with Baumer any technical, technological or organisational information, as well as other information of business value, concerning Baumer and not disclosed to the public. Any violation of the above obligation by the customer will be considered an unfair competition act referred to in Article 11(1) of the Unfair Competition Act of 16 April 1993 (Journal of Laws no. 47, item 211, as amended).

14. Reservation of Performance

The customer is obligated to submit any and all information and documents required for the export, movement, or import of the products. Performance of the contract by Baumer is subject to the reservation that there are no hindrances arising from Polish or other applicable national, EU, or international provisions of foreign trade law or from embargos or other sanctions.

15. Miscellaneous

These GTC and all contracts between the parties are subject to Polish laws, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any and all disputes that may arise between the parties in connection with the contract are subject to the jurisdiction of Polish courts and will be settled by the court having jurisdiction over Baumer's registered office. If these GTC exist in two or more language versions, then in case of any language discrepancies the Polish language version shall prevail. If any provision of these GTC is invalid on any legal basis, the GTC remain binding in the remaining part and the contract between the parties is valid and effective, unless the circumstances suggest that a transaction would not be made if the invalid provisions were not included.