

GENERAL TERMS AND CONDITIONS OF COOPERATION
DANTEX POLSKA Sp. z o.o. with its registered office in Niepruszewo
effective as of 1 January 2024

I. GENERAL PROVISIONS

1. These General Terms and Conditions constitute general terms and conditions of agreements within the meaning of Article 384 of the Civil Code and apply to all offers and agreements regarding deliveries, rental and other services provided to entrepreneurs by DANTEX POLSKA Sp. z o.o. as a Supplier.
2. The provisions of these Terms and Conditions do not apply when the other party is a consumer within the meaning of Article 221 of the Civil Code, i.e. a natural person making a legal transaction with the Supplier not directly related to his/her business or professional activity.
3. The following terms used in the further part of these General Terms and Conditions shall mean:
 - a. Ordering Party- an entity that is the other party to the offers and agreements concerning supplies, rental and other services made by DANTEX POLSKA Sp. z o.o. (counterparty of DANTEX POLSKA Sp. z o. o);
 - b. General Terms and Conditions, GTC- these "General Terms and Conditions of Cooperation" made by DANTEX POLSKA Sp. z o.o with its registered office in Niepruszewo;
 - c. Supplier- DANTEX POLSKA Sp. z o.o with its registered office in Niepruszewo, address: ul. Grabowa 6, 64- 320 Niepruszewo, entered in the Register of Entrepreneurs of the National Court Register under KRS: 0000352366, NIP: 7822497496, REGON: 301401186, BDO 000024304, share capital in the amount of PLN 10,000.00, whose registration files are kept by the District Court Poznań- Nowe Miasto and Wilda in Poznań, IX Economic Division of the National Court Register, website address: www.dantex.com;
 - d. Parties- the Supplier and the Ordering Party;
 - e. Contract- a contract for delivery, rental and other services concluded between the Parties;
 - f. Purchase Order- a Contract concluded between the Parties through the Supplier's acceptance and confirmation of an order placed by the Ordering Party.
4. General Terms and Conditions, Contracts or Purchase Orders shall be the complete and only contractual regulation binding the Parties as regards cooperation between the Parties.
5. The Parties may include in the Contract specific terms and conditions- provisions different from those contained in the General Terms and Conditions.
6. The conclusion of a separate written Agreement excludes the application of these General Terms and Conditions only to the extent expressly regulated otherwise in the Agreement.
7. The General Terms and Conditions are communicated to and accepted by the Ordering Party on the Supplier's website available at: www.dantex.com in a form enabling their download and reproduction by the Ordering Party. If the Ordering Party has a permanent business relationship with the Supplier, the Ordering Party's acceptance of the General Terms and Conditions on one occasion shall be deemed to be its acceptance for all other Orders and Contracts concluded between the Parties until the content of the General Terms and Conditions is changed or their application is revoked.

II. CONCLUSION OF THE CONTRACT

1. Any agreements, assurances, promises and guarantees made orally by the Supplier's employees or representatives in connection with the conclusion of a Contract, submission of an offer or confirmation of an Order shall not be binding and may not give rise to any claims against the Supplier.
2. Offers submitted by the Supplier shall be non-binding unless expressly stated otherwise in the content. For the determination of the content and scope of the Agreement applicable between the Parties, only the content of the Agreement and the GTCs shall be applicable, and for the Order only the content of the Order and the GTCs shall be applicable.
3. An Order may only be submitted or confirmed in writing or in documentary form, in particular by fax or e-mail. Statements made in any other form shall be invalid.
4. An order to the Supplier for the provision of maintenance services may be made in writing, e.g. by completing and signing an order form and delivering it to the Supplier, or in documentary form, e.g. by completing and signing an order form and sending a scan of it to the Supplier, or verbally by telephone. A documented order is binding as soon as it is received by the Supplier by email or fax. The contract for the provision of services is concluded as soon as the Supplier confirms the order in writing or by document or by starting the service.
5. In the absence of a written Agreement or framework agreement, a concrete delivery contract shall be concluded upon the Supplier's confirmation of the Order.
6. The terms and conditions of the Order may only be agreed in writing or in the form, in particular, of a fax or by e-mail. The Order may not exclude, amend or limit the application of the GTCs or individual provisions thereof.
7. All cost estimates, reproductions, drawings and other documents shall be the property of the Supplier and subject to copyright belonging to the Supplier. The Ordering Party shall keep them confidential and may not make them available to third parties.
8. Changes to the technical specifications of the ordered goods shall be permitted provided that no significant change in functionality occurs as a result or the Ordering Party does not prove that the changes are unacceptable to him for important reasons.
9. If, for reasons beyond the Supplier's control, the Supplier is unable to perform the Agreement or the Purchase Order in whole or in part, the Supplier shall be entitled to withdraw from it in whole or in part. Such right shall continue until the date agreed by the Parties for delivery/collection of the goods or the date of commencement of rental or commencement of other services. The

Supplier shall not be liable for any damage caused to the Ordering Party and/or the Ordering Party's business partners or contractors as a result. Withdrawal from the Agreement or the Purchase Order by the Supplier shall not give rise to any claims against the Supplier.

II. CONCLUSION OF THE CONTRACT

1. Any agreements, assurances, promises and guarantees made orally by the Supplier's employees or representatives in connection with the conclusion of a Contract, submission of an offer or confirmation of an Order shall not be binding and may not give rise to any claims against the Supplier.
2. Offers submitted by the Supplier shall be non-binding unless expressly stated otherwise in the content. For the determination of the content and scope of the Agreement applicable between the Parties, only the content of the Agreement and the GTCs shall be applicable, and for the Order only the content of the Order and the GTCs shall be applicable.
3. An Order may only be submitted or confirmed in writing or in documentary form, in particular by fax or e-mail. Statements made in any other form shall be invalid.
4. An order to the Supplier for the provision of maintenance services may be made in writing, e.g. by completing and signing an order form and delivering it to the Supplier, or in documentary form, e.g. by completing and signing an order form and sending a scan of it to the Supplier, or verbally by telephone. A documented order is binding as soon as it is received by the Supplier by email or fax. The contract for the provision of services is concluded as soon as the Supplier confirms the order in writing or by document or by starting the service.
5. In the absence of a written Agreement or framework agreement, a concrete delivery contract shall be concluded upon the Supplier's confirmation of the Purchase Order.
6. The terms of the Order may only be agreed in writing or in the form, in particular, of a fax or by e-mail. The Order may not exclude, amend or limit the application of the GTCs or individual provisions thereof.
7. All cost estimates, reproductions, drawings and other documents shall be the property of the Supplier and subject to copyright belonging to the Supplier. The Ordering Party shall keep them confidential and may not make them available to third parties.
8. Changes to the technical specifications of the ordered goods shall be permitted provided that no significant change in functionality occurs as a result or the Ordering Party does not prove that the changes are unacceptable to him for important reasons.
9. If, for reasons beyond the Supplier's control, the Supplier is unable to perform the Agreement or the Purchase Order in whole or in part, the Supplier shall be entitled to withdraw from it in whole or in part. Such right shall continue until the date agreed by the Parties for delivery/collection of the goods or the date of commencement of rental or commencement of other services. The Supplier shall not be liable for any damage caused to the Ordering Party and/or the Ordering Party's business partners or contractors as a result. Withdrawal from the Agreement or the Purchase Order by the Supplier shall not give rise to any claims whatsoever.

III. DELIVERY DEADLINES

1. Commencement of the delivery period declared by the Supplier shall be subject to clarification with the Ordering Party of all commercial and technical issues concerning the subject matter of the Agreement or Purchase Order.
2. Compliance with the agreed delivery dates shall be subject to the correct and timely receipt of own deliveries.
3. The Supplier reserves the right to postpone the completion date of the Agreement or to cancel confirmation of the Purchase Order in the event of failure, cancellation or delay of deliveries by the manufacturer or the Supplier's sub-supplier or other unforeseen fortuitous events which the Supplier could not overcome and which, moreover, it did not foresee or could not have foreseen.
4. The Supplier shall also not be liable for force majeure. Force majeure shall be understood as an event which could not have been foreseen with the diligence required in commercial relations, which is external to the Supplier and which the Supplier could not have resisted by acting with due diligence. Force majeure events are, in particular, a general strike, internal strife at home or abroad, blockade of border crossings, ports or other common points of entry or exit, export or import bans, earthquakes, floods, epidemics and other events of elementary natural forces which the Supplier could not overcome and which, moreover, he did not foresee and could not have foreseen.
5. In the event of subsequent changes to the Contract or Purchase Order made at the request of the Ordering Party and other obstacles to delivery beyond the Supplier's control, as referred to in paragraph 3 above, the delivery period shall be extended accordingly. In such a case, the Supplier shall inform the Ordering Party immediately of the beginning and end of such circumstances. The Supplier shall not be liable for a delay in delivery if this was the result of obstacles to the Supplier's business that were not the fault of the Supplier. If, due to special circumstances, the Supplier cannot reasonably be required to perform, the Supplier shall be entitled to withdraw from the Purchase Order or the Contract. The Ordering Party shall not be entitled to any claims for damages on this account. The right to withdraw from the Purchase Order or the Contract shall also exist if the Supplier has previously informed the Ordering Party of an extension of the delivery period.

IV. OBLIGATIONS OF THE CUSTOMER- RENTAL, SERVICING

1. The Customer is obliged to ensure convenient access to the place of repair or installation, protective measures appropriate to the circumstances and necessary equipment such as scaffolding, lifting platforms. When reporting a breakdown, the Customer is obliged to provide a detailed description of the breakdown when ordering the repair. 2.

2. The ordering party is also obliged to provide, at his own expense, in a timely manner:
 - a. the equipment and materials required for installation and commissioning of the equipment,
 - b. proper operating conditions, in particular electricity, lighting, heating (or air conditioning), water, sewage, compressed air,
 - c. premises suitable (in particular dry, lockable) for operation of the equipment, storage of tools and supplied parts,Otherwise, the Supplier shall not be liable for exceeding the service or installation deadline.
3. The Ordering Party shall ensure that, prior to the installation of the machine or its components, all the necessary parts for this are available at the site of this installation and that all the necessary preparations are completed, in such a way that the Supplier's service personnel will be able to proceed with the installation as soon as they arrive and carry it out without interruption or disruption.

V. RISK, ACCEPTANCE, INSURANCE

1. The risk of accidental damage, deterioration, loss or destruction shall pass to the Ordering Party at the time of delivery or surrender by the Supplier of the goods, the leased object or the service, or from the time of the Ordering Party's delay in taking delivery of the same, and in the case of entrustment to a professional carrier, at the time of surrender to the carrier, regardless of who bears the transport costs.
2. In the case of delivery, the Ordering Party undertakes to examine the subject matter of the Contract or Order carefully and thoroughly at the time of its acceptance in terms of quantity, compliance with the technical specifications specified in the Contract or Order and for any visible damage or defects. If the packaging of the delivered Goods is visibly damaged, the Ordering Party shall be obliged to take detailed photographs of the damage before unpacking the Goods. The Ordering Party shall be obliged to carefully inspect each handling unit for visible signs of damage. In the event of visible signs of damage, the packaging must be opened, and the contents examined in the presence of the driver of the transport company, otherwise the complaint will not be considered. If the contents examined bear visible signs of damage, the transport company driver must confirm the exact quantities and sign for them before leaving the delivery site. The Ordering Party must notify the Seller of any quality deficiencies within two (2) working days of delivery of the Goods. The complaint must be accompanied by a report which has been drawn up in the presence of the driver of the transport company. The Ordering Party's failure to comply with the obligations referred to above may result in rejection of the quantitative and qualitative complaint by the Seller. The documentation of the subject of the Contract or Purchase Order shall also be inspected. After examination of the subject of the Contract or Purchase Order, its release document (WZ) shall be signed. Signing of the delivery document shall be tantamount to confirming compliance of the indicated parameters with the Contract or Purchase Order and absence of defects that could have been detected with careful and thorough examination of the subject of the Contract or Purchase Order during acceptance. The Ordering Party may not exempt itself from the obligations indicated in this paragraph and from the consequences of failing to observe them by invoking accepted marketing and acceptance practice.
3. In the case of delivery, the Parties agree that the cost of loading the subject matter of the Contract or Purchase Order onto the means of transport shall be borne by the Supplier and the cost of unloading shall be borne by the Ordering Party, irrespective of who bears the cost of transport. Unless otherwise agreed by the Parties in the Agreement, Purchase Order or Order confirmation, the cost of transport shall be borne by the Ordering Party.
4. In the case of delivery, the subject matter of the Agreement or Purchase Order must be received within 3 working days from the date indicated in the confirmation of the Purchase Order or the Agreement. In the event that the Supplier sets a different collection date, the period shall be counted from that date.
5. In case of delivery, unless otherwise agreed by the Parties, the place of collection of the subject matter of the Agreement or Purchase Order shall be the Supplier's registered office/warehouse at the address: DANTEX POLSKA Sp. z o.o, ul. Grabowa 6, 64 - 320 Niepruszewo.
6. In the case of servicing, acceptance must take place within the agreed time limit or as soon as the Supplier notifies the Customer that it is ready for acceptance. The Customer shall not be entitled to refuse acceptance due to insignificant defects in the service.
7. If the effects of the service performed are destroyed, lost or damaged before acceptance as a result of force majeure, war, riots or other circumstances which the Supplier could not objectively prevent and for which he is not responsible, the Supplier shall nevertheless be entitled to claim remuneration for the part of the service performed.
8. The Ordering Party shall insure the leased object from the date of delivery of the object to the Ordering Party, as specified in the cooperation agreement.

VI. PRICE, REMUNERATION

1. All deliveries or services offered and provided by the Supplier shall be chargeable unless the Supplier has expressly agreed that the delivery or service shall be free of charge. Value Added Tax (VAT) applicable on the date of the VAT invoice shall be added to all contractual charges and remuneration.
2. In the case of delivery, the price for the object of the Contract or Order to be delivered shall be specified each time in the Contract or Order confirmation.
3. Costs incurred by the Supplier in connection with the delivery or services, such as travel and transport costs for tools, personal luggage, etc., shall be added by the Supplier to the invoice, unless otherwise stipulated in the Contract or Order.
4. In the case of contracts with an agreed start of performance more than 4 months from the date of conclusion of the Agreement or confirmation of the Purchase Order, the Supplier reserves the right to amend the price or remuneration accordingly if, after conclusion of the Agreement or confirmation of the Purchase Order, a reduction or increase in costs occurs, in particular due to

an increase in personnel costs or changes in material prices. These circumstances shall be demonstrated at the request of the Ordering Party.

5. In the event that it is necessary to incur additional costs in the performance of a delivery or service outside the country, such as taxes, customs duties or similar, as well as in the event of introduction or increase after conclusion of the Agreement or confirmation of the Order of charges and tributes in Poland, in particular customs duties or taxes, the Ordering Party shall be obliged to reimburse them to the Supplier.
6. The calculation of dues for the performance of services from individual orders (not covered by the lump-sum remuneration) shall be based on the rates specified in the Supplier's price list. When determining the amount of remuneration, the Supplier shall take into account the content of the Order, the service report and the resulting time and effort of the Supplier's service employees. Each commenced 15 minutes of work of the Supplier's service employees shall be rounded up to ¼ hour.
7. Unless otherwise agreed by the Parties in writing or in documentary form, the price of the goods shall include only the price of the goods themselves including loading at the Supplier's warehouse. However, the price does not include packaging, transport (freight), insurance and value added tax, which will be charged separately.
8. The Supplier reserves the right to change prices accordingly if an increase in costs occurs after the conclusion of the Agreement or the Purchase Order, in particular due to tariff changes, changes in material prices. These circumstances shall be demonstrated to the Ordering Party upon request.
9. The Ordering Party may only set off the Supplier's claims against such of its own claims against the Supplier as have been established by a valid court decision. In other cases, the Ordering Party shall not be entitled to set off its own claims against those of the Supplier.

VII. TERMS OF PAYMENT, DELAYS

1. The Customer undertakes to pay the price or remuneration by the date indicated in the Order confirmation or in the Contract or, if no date is indicated therein, by the date indicated in the VAT invoice issued by the Supplier.
2. Invoices issued by the Supplier shall be payable, to the exclusion of any right of set-off, within 30 days from the date of issue.
3. In the event that the Ordering Party delays in paying even a part of the price or remuneration, the Supplier shall be entitled to call on the Ordering Party to immediately pay all outstanding receivables resulting from the previous business relationship. In such an event, any agreements as to discounts, rebates, trade credits or any reductions shall cease to apply.
4. In the event that the Ordering Party is late in paying even part of the price or remuneration under any Contract or Purchase Order, the Supplier shall be entitled to withhold performance of all concluded Contracts or Purchase Orders (including delivery of the subject matter of the Contract or Purchase Order) until the Ordering Party has made payment of all amounts due, including interest. If the delay of any payment to the Supplier exceeds 7 days, the Supplier may withdraw from the Agreement or Purchase Order without setting a grace period. The Supplier shall not be liable for any loss arising for such reasons. Withdrawal from the Agreement or the Purchase Order by the Supplier shall not give rise to any claims against the Supplier.
5. In any case of the Ordering Party's delay in payment of the price or remuneration, the Supplier shall be entitled to the maximum statutory interest for delay in commercial transactions, and if this does not apply then the Supplier shall be entitled to the maximum statutory interest for delay, and the Ordering Party undertakes to pay it together with the price or remuneration at the latest.
6. Notwithstanding the foregoing, in the event of a breach of payment terms by the Ordering Party, the Supplier shall be entitled to demand immediate payment of all invoices issued, even if the deadline for payment has not yet expired. If the Supplier becomes aware of circumstances that call into question the Ordering Party's creditworthiness or financial standing (e.g. non-compliance with payment terms), it shall be entitled, in relation to deliveries or services not yet performed, to make the performance of the delivery or service in question conditional on receipt of prepayment, to provide security or, at its option, to withdraw from the Agreement or the Purchase Order and to claim damages. Subsequently, upon withdrawal from the Agreement or the Purchase Order, the Supplier shall be entitled to immediately take back, at the Ordering Party's expense, the delivered goods or hired equipment.
7. All payments shall be deemed to have been made when the funds are credited to the Supplier's bank account.

VIII. RETENTION OF TITLE

1. Deliveries by the Supplier shall be made subject to retention of title to the goods. The goods shall remain the property of the Supplier until all receivables arising from the business relationship between the Parties have been settled in full. In respect of invoices issued, retention of title shall constitute security for the balance due.
2. The Ordering Party shall be entitled to dispose of goods, the ownership of which is reserved to the Supplier, in the ordinary course of business. However, this shall not apply to machinery and equipment leased. In the event of disposal of reserved goods, the Ordering Party shall be obliged to transfer the claim for payment of the price of the goods in an amount corresponding to their value to the Supplier. At the Supplier's request, the Ordering Party shall inform the debtors of the transfer of the claim to the Supplier and provide them with proof of the assignment. The Ordering Party may not, however, pledge or assign by way of security the reserved goods.
3. The processing of reserved goods shall always be carried out exclusively for the Supplier, who shall be entitled to ownership of the goods, without any obligations arising therefrom. The new item resulting from the processing of the reserved goods shall become the property of the Supplier as reserved goods in accordance with these General Terms. If the reserved goods are processed by combining them with an item not belonging to the Supplier, the Supplier shall be entitled to co-ownership of the new item to the

extent that the value of the reserved goods, as expressed in the invoice, corresponds to the value of the other combined goods at the time of processing or combining. The co-ownership rights thus created shall constitute reserved goods within the meaning of these General Terms. The Customer shall, at the Supplier's request, inform the Ordering Party of the reserved goods of the Supplier's rights in respect of these goods.

4. The Ordering Party shall be entitled to enforce the claims arising from the resale of the reserved goods, which shall not exclude this entitlement on the part of the Supplier. Insofar as the Ordering Party is not in breach of his obligations towards the Supplier, the Supplier shall not himself enforce payment of the price of the reserved goods against the Ordering Party thereof. At the Supplier's request, the Ordering Party shall provide the Supplier with all information regarding the person of the debtor of the assigned claim and shall show the debtors proof of assignment. This does not exclude the Supplier's right to inform the debtor of the assignment himself. The Ordering Party may not assign the claim from the sale of the reserved goods to a third party or agree with the debtor to prohibit the assignment of the claim.
5. The Ordering Party shall inform the Supplier immediately of the seizure of the reserved goods and of any threat from third parties to the Supplier's rights under the security. The Ordering Party shall be obliged to hand over to the Supplier all documents necessary to preserve the Supplier's rights and to cover all costs incurred by the Supplier as a result of the necessary interventions.
6. Any change in the location of the delivered machinery or equipment shall require the prior written consent of the Supplier under pain of nullity. The Customer shall keep the delivered machinery or equipment in good condition without any defects.
7. If the value of the securities exceeds the amount of the claims to which the Supplier is entitled by more than 10 %, the Supplier shall release the goods or part of them from the securities at the request of the Ordering Party, at his discretion.

IX. ADDITIONAL SECURITY

1. The Supplier is entitled to condition the performance of the Agreement or the Purchase Order on the provision by the Ordering Party of security for the Supplier's current or future receivables in a form acceptable to the Supplier, e.g. in the form of: a blank bill of exchange, a blank bill of exchange with a surety, a bank guarantee, a letter of credit, an advance payment or an advance payment, a mortgage, a pledge, an assignment, a transfer of ownership.
2. The Supplier shall have the right to make the execution of the Agreement or the Purchase Order conditional upon the assignment to the Ordering Party of a trade credit insurance limit with a company insuring its receivables.
3. The provision of security shall take place prior to the date of the first release of the goods or service in question to the Ordering Party. If the Ordering Party fails to provide security by this date, the Supplier shall be entitled to withhold the release of the goods or performance of the service.
4. The Supplier may release the Ordering Party from the requirement to provide security in writing.

X. WARRANTY. DEFECTS

1. The Supplier's quality guarantee shall be granted if the Agreement or the Order confirmation expressly so provides, for the period indicated in the Agreement or the Order confirmation.
2. The Ordering Party shall be obliged to examine the goods or services for defects immediately upon receipt. The Ordering Party shall be obliged to notify the Supplier of defects immediately upon receipt of the goods or services, however, within 7 days from the date of delivery or acceptance of services at the latest, under pain of losing its rights under the quality guarantee, its rights to damages (provision of Article 471 of the Civil Code et seq.) and formulating any other claims against the Supplier.
3. In order to be valid, notice of a defect in goods or services must be given in writing with acknowledgement of receipt, whereby the Ordering Party undertakes to make the defective goods in the state of delivery available for inspection by the Supplier at his every request. If the goods have been processed, the Supplier's liability for defects in the goods shall cease. In its complaint notification, the Ordering Party is obliged, under pain of rejection and non-recognition of the complaint, to provide all parameters of the goods, circumstances of purchase, transport, storage, production, processing of the goods, and, at any request of the Supplier, also other documents, photos, information necessary to consider the complaint. Refusal to provide additional explanations, to supplement the necessary documents shall be tantamount to withdrawal of the complaint by the Ordering Party.
4. If, in the opinion of the Supplier, it is necessary to carry out a technical expert opinion in order to ascertain defects, the Customer shall bear the costs of such expert opinion.
5. A complaint shall be considered in writing under pain of invalidity, after the Supplier has inspected the claimed batch of goods or services, or after carrying out an expert examination.
6. The Customer shall not be entitled to claim defects of the goods in the event that he uses an inappropriate technological process, wrong choice of material and its purchase in relation to the requirements of the processes and technical documentation.
7. The Supplier does not guarantee the suitability of the goods or services for a particular application. The risk of the intended use and application of the goods or services covered by the Agreement or the Purchase Order lies solely with the Ordering Party. Any information provided by the Supplier in this respect, if any, is a matter of courtesy and purely indicative and cannot be regarded as a basis for specific application.
8. The initiation of a complaint procedure shall not release the Ordering Party from the obligation to pay the price or remuneration for the goods delivered or the service provided.
9. If a complaint is accepted, the Supplier undertakes, at his own expense, to repair or replace the defective goods or services with defect-free goods or services within the time limit agreed by the Parties. If repair, replacement of the goods or performance of services is impossible or involves additional expenses for the Supplier, the Supplier shall be entitled to refuse to replace the goods or perform the services and refund an appropriate part of the price or remuneration to the Customer.

10. The Supplier's liability under warranty for defects shall be excluded.
11. Warranty claims are excluded:
 - a. in relation to used machines and other used items, unless the Supplier's liability under warranty has been agreed in the Contract or in the Order confirmation;
 - b. if there are signs of use and wear of materials and parts which, due to their characteristics, are subject to unavoidable and progressive wear (parts and consumables), such as rollers, brushes, chains, gears, knives, luminous parts, filters, etc.
 - c. if the Ordering Party has not carried out maintenance as recommended and in accordance with the information in the operating instructions or has neglected to take care of the goods;
 - d. if the Ordering Party has entrusted the repair or modification of the equipment to an entity other than the Supplier;
 - e. if defects in the goods are caused by improper storage or internal transport at the Ordering Party's or his business partner's premises.
12. Claims under the guarantee shall not arise in particular in respect of defects that arise after the risk has passed to the Ordering Party, as a result of improper use or commissioning, improper assembly, impermissible use, natural wear and tear, use of unsuitable materials, unsuitable installation at the place of use, lack of stability and adequate power supply or due to irreparable software errors. The Supplier shall also not be liable for the consequences of improper repairs and modifications to the goods or machines carried out by the Ordering Party or third parties. This shall also apply to any change made to the delivered goods without the Supplier's authorization.

XI. LIABILITY

1. Compensation for damage caused to the Ordering Party in connection with non-performance or improper performance of the Agreement or Purchase Order shall in each case be limited to the net price or remuneration of the subject matter of the Agreement or Purchase Order covered by the said Agreement or Purchase Order or the amount of rent for a period of 1 month, whereby the Supplier shall only be liable for foreseeable and normal (typical) damage to the Ordering Party. In no event shall the Supplier be liable for the Ordering Party's lost profits. The Supplier shall not be liable for damage caused indirectly as a result of a defective delivery, such as production stoppage, loss of profit or increased consumption of production materials.
2. In the event that the Supplier performs the Agreement or the Purchase Order only in part, the Ordering Party shall not be entitled (insofar as it is entitled to do so) to withdraw from the Agreement or the Purchase Order in the part performed.
3. The Supplier shall be free from any liability relating to late delivery of the goods or acceptance of the service when the reason for this is that its sub-supplier has not fulfilled the delivery or service on time.

XII. CESSATION

The Ordering Party shall not be entitled to assign any claims against the Supplier without the Supplier's consent, expressed in writing under pain of nullity.

XIII. FINAL PROVISIONS

1. The applicable law shall be exclusively Polish law. The application of the Vienna Convention on the International Sale of Goods (CISG) shall be excluded.
2. The competent court for any disputes arising from the business relationship between the parties shall be the court at the Supplier's registered office. However, the Supplier may sue before the court having jurisdiction over the Ordering Party's registered office.
3. The Polish version of the General Terms and Conditions shall prevail. In the event of a dispute, the Polish version shall take precedence over the English version.
4. The headings of the individual clauses of these General Terms are inserted for ease of reference only and have no legal significance, and therefore the text of the General Terms may not be interpreted on their basis.
5. Should individual provisions of these General Terms and Conditions prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to adopt such provisions that will reflect the previous provisions in an effective manner.

Management Board of Dantex Polska Sp. z o.o.