

Atres Intralogistics Sp. z o. o.

General Terms and Conditions

§ 1 General information, scope of application

These terms and conditions of sale ("Terms and Conditions of Sale") apply to and form an integral part of all offers made by Atres Intralogistics Sp. z o. o. (hereinafter referred to as "Atres" or "Seller").

The terms and conditions shall apply insofar as they are not modified or excluded in other commercial documents of Atres, including the offer. In case of doubt as to which document governs the business relationship between the parties, the Atres offer and then the Atres GTCs shall take precedence in this respect.

Any changes, additional agreements, suspensions or termination of the terms and conditions shall require the written consent of the Seller under pain of nullity.

Conditions that are not in accordance with the following provisions shall not apply and shall not be binding on the Seller, even if not expressly negated by the Seller. In particular, the possibility for the buyer to accept Atres' offer subject to change without Atres' express and written consent to the change is excluded.

The basis for the processing of all orders is always Atres' written confirmation of the order in question.

A buyer within the meaning of these terms and conditions of sale is an entrepreneur, i.e. a legal person, an organisational unit without legal personality and a natural person conducting business activity on the basis of an entry in the register of business activity, conducting business or professional activity in their own name. This means that these terms and conditions of sale apply only to entrepreneurs and do not apply to contracts concluded with consumers.

All possibilities provided by law for the tacit (implied) conclusion of a contract are excluded.

§ 2 Offer, offer documents

An order, which constitutes an offer, within the meaning of the Civil Code, may be accepted by the Seller within the time limit specified

By Atres in the offer or, if there is no such deadline, within fourteen (14) days from the date of the offer. After

the expiry of the aforementioned period, the offer shall cease to be valid.

Atres reserves the proprietary rights and copyrights to illustrations, drawings, calculations and other documents. The information contained therein does not constitute a guarantee of specific properties, unless otherwise stated.

§ 3 Prices, terms of payment

Prices quoted by Atres in any offer, Confirmation or Contract are in PLN unless otherwise agreed in writing between the Buyer and Atres. Unless otherwise stated in the Order Confirmation, the prices quoted are the "ex works" price, i.e. they are exclusive of any taxes, fees and similar charges which are now or will be due in the future on the products. Atres additionally charges for packaging, for which it issues a separate invoice.

The minimum order value is € 20.00 net.

Payment for the ordered goods is always made in PLN, unless the seller expressly and in writing indicates a different currency.

If the price is indicated in a currency other than Polish zloty, it shall be assumed that the parties have established the price in Polish zloty, converting it into Polish zloty according to the average sales exchange rate for the currency in question at mBank on the day preceding the issuance of the VAT invoice.

The purchaser is only entitled to set-off if his claims are confirmed by a valid court judgment, if they are undisputed or acknowledged by Atres. Atres is entitled to transfer (assign) claims against the purchaser to third parties and to set-off.

§4 Payment

If Atres and the Buyer do not agree otherwise in writing, Atres shall be entitled to invoice the Buyer for the delivered Products for the sales price plus any applicable taxes, fees or other charges as referred to in § 2 above, at the rate legally applicable at the time of the VAT invoice.

Payment is due on the date indicated on the order confirmation or contract, or if no date is indicated therein, on the

date indicated on the VAT invoice issued by Atres. All payments are made to the bank account indicated by Atres.

No early payment discounts are allowed unless Atres decides otherwise in writing.

If the buyer is in delay with the payment of the price of any sales agreement between the parties, Atres has the right to withhold the fulfilment of all concluded agreements (including the delivery of the goods) until the buyer has paid all due amounts, including interest. If the delay of any payment to Atres exceeds 7 days, the Seller may withdraw from the sales agreement without setting a grace period. The seller is not liable for any damage resulting from these reasons. Seller's withdrawal from the contract cannot be the basis for any claims against the Seller.

If the Seller has granted the Buyer a trade credit (deferred payment), the Seller may limit or revoke it at any time. This entitlement does not apply to debts already incurred.

In the event of any delay in payment, the Buyer shall be liable to pay statutory interest calculated in accordance with the Commercial Transactions Act for each day of delay.

Atres is entitled to declare all of the Buyer's receivables due and payable if the Buyer is in arrears with the payment of even one receivable.

§ 5 Delivery

Delivery dates are set individually for each order by Atres in the Buyer's order confirmation or Seller's offer. The delivery period begins when the Seller notifies the Buyer that the order has been processed, which will take place after all technical issues have been agreed - this moment is determined by the Seller.

Deliveries of goods are carried out by Atres on the basis of orders placed. Atres will make every effort to ensure: timely delivery and that the order is delivered in full immediately.

Atres reserves the right to claim for non-performance or improper performance of the contract in the event of a delay in acceptance of the goods by the buyer or a culpable breach of other duties of cooperation by the buyer. As a result, Atres is entitled to claim compensation for the resulting damage and reimbursement of any additional costs. Atres reserves the right to assert further claims.

The risk of accidental loss or accidental deterioration of the purchased item shall pass to the purchaser at the time

when the goods are handed over to the purchaser or when the acceptance of the goods is delayed or the debtor defaults.

The Vendor reserves the right to postpone or cancel an order in the event of failure, cancellation or delay of deliveries by the Vendor's manufacturer or supplier or other unforeseen fortuitous events which the Vendor could not overcome and which the Vendor furthermore did not and could not foresee.

The Seller shall also not be liable for force majeure. Force majeure shall be understood as an event that could not have been foreseen with the diligence required in commercial relations, which is external to the Seller and which the Seller could not have opposed by acting with due diligence and which the Seller could not have overcome, and which the Seller did not and could not have foreseen.

The purchaser undertakes to carefully and thoroughly examine the goods upon receipt in respect of quantity, compliance with the technical specifications set out in the contract and for any visible defects. The accompanying goods documentation shall also be inspected. Once the goods have been examined, a goods issue document (WZ) shall be signed. The signature of the delivery document shall be deemed to confirm the compliance of the indicated parameters with the contract and the absence of defects, which could have been detected with careful and thorough examination of the goods upon receipt. The Buyer may not exempt himself from the obligations indicated in this paragraph and from the consequences of failing to observe them by invoking accepted marketing and acceptance practices.

The parties agree that the goods shall be delivered at the cost and address provided by the Purchaser and, moreover, the cost of loading the goods onto the means of transport shall be borne by the Seller and the cost of unloading shall be borne by the Purchaser.

§ 6 Passing of risk

The risk of loss of or damage to the goods shall pass from the Seller to the Buyer upon delivery of the goods to the Buyer or, in the case of entrusting the goods to a carrier nominated by the Buyer, upon delivery of the goods to the carrier, regardless of who bears the transport costs. If the Buyer so wishes, the Seller may take out an appropriate transport insurance for the delivery - all costs on this account shall be borne by the Buyer.

§ 7 Warranty for defects

If the purchased item has defects, the Buyer shall have the right to demand the rectification of the defects or the delivery of a defect-free product. Notice of defects must be given in writing to be valid. Atres is obliged to bear all necessary costs for the rectification of defects, in particular the costs for transport, infrastructure, labour and materials, insofar as these are not increased by the relocation of the purchased product to a place other than the place of fulfilment.

The complaint will be accepted in writing, after the Seller has inspected the faulty goods or carried out an expert examination. If the complaint is accepted, the Seller undertakes to repair the faulty goods or replace them with defect-free goods at his own expense within 14 days from the date of acceptance of the complaint. In case of a complicated repair or the necessity to obtain parts from third parties, this period may be extended by Atres, of which the purchaser will be informed. If the replacement or repair of the goods is impossible or involves additional expenses for the Seller, the Seller has the right to refuse to replace the goods, which entitles the Buyer to withdraw from the contract or demand a lower price.

Atres shall be relieved of liability for warranty and for improper performance of the contract in the event that the purchaser has failed to duly fulfil his obligation to inspect the goods upon receipt and to notify the seller of the defect.

The Seller is relieved of his liability under warranty and for improper performance of the contract if the defects of the goods are caused by improper use, storage or internal transport at the Buyer or his business partner. The Seller's liability under warranty is also excluded if the Buyer has repaired the goods without the Seller's written consent as well as sold, processed himself or his business partner some or all of the purchased goods prior to the inspection and complaint handling, knowing their shortcomings, damages or improper parameters. If the goods have been processed, the Seller's liability for defects in the goods shall lapse.

The liability for damages under the warranty regime in the case of unintentional damage is limited to the direct damage normally foreseeable in such a case.

The foregoing is without prejudice to liability for culpable exposure to loss of life, bodily injury and damage to health; this also applies to mandatory liability under product liability.

Warranty entitlements expire 12 months after the goods have been delivered to the Buyer. This period shall not be extended or postponed.

The initiation of a complaint procedure does not release the Buyer from his obligation to pay the price for the goods issued.

§ 8 Guarantee

ATRES provides the Buyer with a guarantee for the smooth operation of the goods it places on the market.

The warranty period for purchased goods is 12 months from the date of purchase, unless otherwise agreed with Atres. For purchased service parts the warranty period is 12 months on condition that they are installed by an authorised service center of Atres. The warranty period is extended by the duration of the warranty repair. Any extended warranty does not cover normal wear and tear parts. The warranty is not renewable.

The condition for the realisation of warranty claims is the presentation of the warranty card or the purchase invoice by the purchaser. In the case of warranty extensions, the prerequisite for the realisation of claims is the presentation of the offer or the agreement with Atres extending the warranty.

The warranty protection covers Atres products operated on the territory of the Republic of Poland.

During the warranty period, Atres will rectify defects directly attributable to material or manufacturing defects in the goods sold.

Defects covered by the warranty must be reported to an Atres Service Center immediately upon discovery, indicating the type of defect and the contact details of the buyer. Atres will respond to the request contained in the warranty application immediately, but no later than within 14 days from receipt of the complete written notification. In the case of large-scale equipment, the period of time for responding to the purchaser's requests as mentioned in the previous sentence will start from the day following the day when Atres, upon notice from the purchaser, actually investigates the defect. In such a situation, the purchaser will be obliged to allow Atres to perform all necessary actions to determine the causes of the malfunction and possibly remove them.

Defects found by Atres (Authorized Service Center of Atres) to be subject to warranty repair will be repaired or the defective parts replaced, at the discretion of Atres, within 20 working days from the date Atres (Authorized Service Center of Atres) notifies the Buyer of the acknowledgement and manner of repair in accordance with the preceding paragraph of this warranty. In special cases, the time limit to rectify a defect may be extended accordingly due to the nature of the damage or defect, or the type of product, of which Atres will inform the Buyer.

Atres or its Authorised Service Provider shall only perform warranty services on working days, i.e. Monday to Friday until 4 p.m. Should it be necessary to perform warranty services on public holidays, travel and labour costs shall be borne by the purchaser.

The obligation to provide warranty services will arise on condition that the product has been selected, installed and operated in accordance with its intended use and in accordance with the guidelines set out in the Atres catalogues and instructions.

The warranty for the goods will lapse if repairs or other interventions on the equipment in question have not been carried out directly by Atres personnel or its Authorised Service Centre. The above stipulation does not apply to maintenance operations specified in the operating instructions for the respective equipment.

The guarantee does not cover damage resulting from installation not in accordance with the manufacturer's recommendations, improper transport or caused by the user.

The Buyer's rights under this guarantee exclude and replace the Buyer's rights under the warranty for defects.

All agreements and declarations of the parties relating to the guarantee other than those set out in the T&Cs shall be in writing under pain of nullity.

§ 9 Overall liability

Liability for damages, other than liability under the warranty for defects, shall be limited to wilful damage. In the event of concurrence of tort liability and liability for non-performance or improper performance of the contract, tort liability is excluded.

The exclusion or limitation of liability for damages shall also apply to the personal liability for damages of employees and representatives of Atres and other persons acting on behalf of the Seller.

§ 10 Reservation of ownership

Goods delivered to the Buyer remain the property of the Seller until the Buyer has paid the sale price in full.

In the event of a delay in payment for the goods, the Purchaser shall, at the request of the Seller, immediately and unconditionally hand over the delivered goods to the Seller.

in full The request and receipt of the goods by the seller - unless otherwise agreed in writing by the parties - does not constitute a withdrawal from the contract by the seller, but only constitutes a security for the fulfilment of the buyer's obligations towards the seller (pledge). Atres shall be entitled to cash in the received goods, the proceeds of which shall be counted towards the Buyer's obligations - after deduction of the respective cashing in costs.

The costs of delivering (returning) the goods to the Seller shall be borne by the Buyer.

The buyer is obliged to take care of the purchased product; in particular, he is obliged to insure it at his own expense for an appropriate amount against damage caused by fire, flooding and theft. In the event of necessary maintenance and inspection work, the purchaser is obliged to carry this out on schedule at his own expense.

In the event of pledging or other interventions by third parties, the Purchaser must immediately notify the Seller in writing.

§ 11 Place of jurisdiction, place of performance

These terms and conditions of sale and the business relationship between Atres and the purchaser shall be governed by Polish law.

In matters not covered by these terms and conditions of sale, the provisions of the Civil Code shall apply.

Any amendments to the Seller's offer or the GTCs must be made by the Seller in writing under pain of nullity. It is not permissible to amend the provisions of the offer or the GTCs by means of a unilateral declaration by the Buyer.

The parties shall seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these terms and conditions. If an amicable settlement cannot be reached, the court with jurisdiction over the Seller's place of business shall be competent to settle the dispute.

§12 Processing of personal data

The buyer's data will be saved and processed within the framework of the business relationship in force between the parties, in accordance with the legal provisions.

The administrator of the personal data is Atres sp. z o.o. with its registered seat in Poznań (61-054) at ul. Ludmiły 60, entered in the Register of Entrepreneurs under KRS no.0000661129, for which registration files are kept by the District Court Poznań - Nowe Miasto and Wilda in Poznań VIII Economic Department of the National Court Register, NIP: 7822678950 , REGON: 366450343 .

Data protection takes place in accordance with the requirements of generally applicable legislation and data storage takes place on secure servers.

The seller is the data controller of its customers. This means that he processes your data such as: name, surname, e-mail address, telephone number, address, PESEL, IP address.

The personal data referred to above shall be processed: in accordance with the provisions on the protection of personal data, in accordance with the implemented Privacy Policy and to the extent and for the purpose necessary for the establishment, shaping of the content of the Agreement, amendment or termination thereof and proper performance of the Services provided electronically, as well as to the extent and for the purpose necessary for the fulfilment of legitimate interests (legally justified purposes), and the processing shall not violate the rights and freedoms of the data subject.

Every data subject has the right of access, rectification, erasure or restriction of processing, the right to object, the right to lodge a complaint with the supervisory authority.

Contact with the person supervising the processing of personal data in the Service Provider's organisation is possible by e-mail at: biuro@atres.pl

Atres will process your personal data until the termination or completion of the contract or the withdrawal of your consent. However, the Vendor reserves the right to process your data after the termination of the Contract or the withdrawal of consent only to the extent for the purpose of pursuing possible claims in court or if national or EU or international law obliges the Vendor to data retention (the period from the termination of the Contract through the

limitation period for possible claims related to this Contract).

The Seller shall have the right to make the Buyer's personal data and other data of the Buyer available to entities authorised under applicable laws (e.g. law enforcement agencies).

The deletion of personal data may take place as a result of the withdrawal of consent or the lodging of a legally permissible objection to the processing of personal data.

The seller shall not make personal data available to entities other than those authorised by the relevant legislation.

Atres has taken all steps to minimise the impact of a possible data security breach.

Personal data shall only be processed by persons authorised by the Seller or the processor, with whom Atres works closely.

§ 13 Final provisions

Changes to and deviations from the provisions of the T&Cs require the consent of Atres and written form under pain of nullity.

These General Terms and Conditions of Sale are effective as of 10.12.2019.