

General Terms and Conditions of Sale

Edition 4, 30.07.2024

§1. General Provisions

1. These General Terms & Conditions of Sale (hereinafter "GTCS") specify the rights and obligations of the parties to contracts for the sale and delivery of goods and services, the seller of which is
INSTYTUT BADAŃ I ROZWOJU MOTORYZACJI BOSMAL SP. Z O.O.,
with its headquarters at: 43-300 Bielsko-Biała, ul. Sarni Stok 93, Poland;
legal form: limited liability company, entered in the Register of Companies of the National Court Register kept by the District Court in Bielsko-Biała, VIII Commercial Division under KRS number: 0000221979, NIP:547-201-31-59, (hereinafter: "the Seller").
2. These GTCS constitute an integral part of the sales contracts concluded by the Seller.
3. These GTCS apply if the other party to the contract (hereinafter "the Buyer") is a company under the provisions of the Polish Civil Code.
4. These GTCS exclude the use of other draft contracts (general contract terms, terms of sale, model contracts, regulations, etc.) used or set by the Buyer.
5. Contractual provisions individually agreed upon and confirmed in writing, shall take precedence over the provisions of these GTCS – to the extent that they contain regulations differing from those in these GTCS.
6. These GTCS are published on the Seller's website at www.bosmal.com.pl.

§2. Definitions

The following terms used in these General Terms & Conditions of Sale shall have the following meanings:

1. The Seller – INSTYTUT BADAŃ I ROZWOJU MOTORYZACJI BOSMAL SP. Z O.O.
Headquarters: 43-300 Bielsko-Biała, ul. Sarni Stok 93, Poland, NCR No.: 0000221979, Tax No. 547-201-31-59.
2. The Buyer – a legal person, an organisational unit without legal personality or a natural person running a business.
3. Payment Date – the day on which the payment for the good or service becomes due.
4. Products – movable goods, products and services; goods to be sold on the basis of a sales contract between the Seller and the Buyer.
5. Order – an offer to purchase products, submitted by the Buyer in writing and delivered to the Seller in person, by post, courier or email, containing at least the following: the name of the product ordered, the quantity, the details of the Buyer required to issue a VAT invoice, as well as data on the company, contact details, and the method, date and place of receipt of the products ordered.
6. Confirmation – a written declaration of the acceptance of the order issued by the Seller, submitted to the Buyer upon receipt, together with: an indication the price of the goods (as a bare minimum), the total value of the goods ordered, the date of completion, as well as the location and conditions of delivery/receipt and the terms of payment.

§3. Conclusion of the contract

1. Information on goods and services sold by the Seller (hereinafter referred to as "Products") presented in catalogues, folders, brochures, etc., as well as posted on the Seller's website, are

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for advertising purposes only and do not constitute an offer within the meaning of the provisions of the Polish Civil Code.

2. Any assurances, warranties, promises and amendments to the sales contract made verbally by the Seller's employees in connection with the conclusion of a sales contract or submission of an offer are not binding for the Seller.
3. The Buyer may place orders in writing, including electronically.
4. The Seller submits the offer to the Buyer in writing (by fax, e-mail or post).
5. The contract between the Seller and the Buyer is concluded at the time of receipt of the order by the Seller, where said order does not deviate in any way from the offer received by the Buyer in relation to the essential terms of the contract.
6. In the event of discrepancies between the order placed by the Buyer and the Seller's offer, the order confirmation which is issued and sent to the Buyer by the Seller shall be considered binding, unless the Buyer cancels the order in writing (by fax or e-mail) immediately, at most no later than within 1 calendar day of the date of receipt of the written order confirmation issued by the Seller.
7. The Buyer's order should contain the following data:
 - the name of the Buyer – with an indication of the exact address,
 - the Buyer's tax No.,
 - the specification of the indicated Product, with the trade name or alphanumeric symbol from the offer,
 - the quantity of goods being ordered,
 - the date, place and conditions of delivery/receipt of the Product.
8. If the order concerns a previously presented offer, it is necessary to include the number of that offer in the order. If the offer number is not referred to, the Seller shall not be liable for any price inconsistencies on the VAT invoice, nor for any lack of availability of the Product, nor for non-compliance of the specific parameters of the Product specified in the original order.
9. Cancellation of the order by the Buyer is only allowed under exceptional circumstances after prior written arrangement with the Seller on the terms for order cancellation. The Seller reserves the right to charge the Buyer for the actual costs that have been incurred up to the moment of cancellation – but not exceeding the value of the order.

§4. Price

1. The price for the Product which is the subject of the sales contract will – in all cases – be specified in the offer or in the sale contract.

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2. The Buyer is obligated to pay the given amount (based on the price) within the time limit resulting from the VAT invoice issued by the Seller, unless a different payment date is specified in the provisions of the offer or in the provisions of the sales contract.
3. The date and form of payment are agreed upon individually for each Buyer.
4. Payment of the amount due (based on the price) is made in the form of a transfer to the bank account indicated by the Seller on the VAT invoice, or in another form indicated in the offer, or in the sale contract.
5. The payment shall be deemed to have been made as soon as the funds have been credited to the Seller's bank account.
6. The Seller reserves the right to unilaterally increase the price if – after conclusion of the contract – there are objective reasons justifying an increase in the price of the Product on which the Seller had no influence, such as changes in the rates of tax on goods and services, etc.
7. The prices quoted by the Seller are net prices and will be increased by the amount equal to tax due on goods and services and in accordance with the requirements of applicable laws.
8. The prices quoted by the Seller do not include any customs duties or other financial burdens imposed on the Products under the law applicable at the location of the Buyer's registered office.
9. Failure to settle the payment within the period specified on the invoice will authorise the Seller to stop delivery of the Products and suspend the fulfilment of orders already accepted. The Seller may require an advance payment for the fulfilment of a new order from a Buyer in arrears with their payments or which has previously settled invoices later than the due date.
10. In the event of a delay with settling the payment, the Seller is entitled to charge interest for the delay, even if the Seller did not suffer any harm and even if the delay was due to circumstances for which the Buyer was not liable. The seller is entitled to statutory interest, unless a different rate of interest is specified in the contract. The obligation to pay interest does not exclude a claim for compensation for damages according to the general terms.
11. Filing a complaint does not exempt the Buyer from the obligation to make payments for the Products by the stated payment due date.

§5. Transport and delivery of Products

1. Delivery of Products will be completed within the period specified in the offer (or in the order confirmation).
2. The delivery date may change in cases where:
 - a) the delivery is suspended for reasons attributable to the Buyer;
 - b) there is a delay in the settlement of the payment by the Buyer;
 - c) there is a failure to provide the Seller with information necessary to complete the delivery;
 - d) events classified as force majeure occur. In such cases, the delivery time will be extended by the duration of occurrence of those circumstances, taking into account the time necessary for the Seller to resume delivery.

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3. The cost and risk of transporting the Products shall be borne by the Buyer.
4. The risk of damage, destruction or loss of the Product shall pass to the Buyer at the time of its delivery by the Seller.
5. Immediately after receiving the Product, the Buyer is obligated to check the conformity of the delivered goods with the order. It is obligatory to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered goods, and to notify the carrier and the seller of any objections in this regard by immediately preparing a non-compliance report (i.e. within no more than 3 working days). The Seller reserves the right to inspect the damage reported at the place of delivery.
6. If the Buyer postpones the agreed delivery date or does not accept the Products, the Seller has the right to charge the Buyer for costs relating to transport and storage at a rate equal to equal to 0.1% of the sales value for each day of storage.
7. If the Buyer is delayed with the collection of the Product from the Seller's warehouse by more than 7 (seven) days, or if the Buyer fails to collect the Product from another agreed location within the agreed time limit, the Seller shall summon the Buyer to collect the Product within 7 (seven) days from the date on which the Buyer was summoned.
8. After the expiry of the extended deadline specified in point 7, the Seller shall have the right to return the Product for storage or to store the goods in its own warehouse, at the Buyer's expense and risk.
9. The fee for non-contractual storage of an unclaimed Product shall be PLN 850 net for each day of storage.

§6. Force Majeure

The Seller shall not be liable in the event of non-compliance with the obligations arising from the contract, if this was caused by reasons beyond its control, or, which could not have been foreseen at the time of the conclusion of the contract and which could not have been avoided (force majeure).

§7. Contractual Penalties

The Buyer is obligated to pay the Seller a contractual penalty for withdrawing from the contract for reasons beyond the Seller's control, within 7 calendar days from the date of conclusion of the contract, amounting to 20% of the price, increased by the value of tax due on those goods and services. The payment of the contractual penalty does not exempt the Buyer from being charged the actual costs incurred until the moment of withdrawal from the contract for reasons beyond the Seller's control.

§8. Compliance Clause

1. Instytut Badań i Rozwoju Motoryzacji BOSMAL Sp. z o.o. (hereinafter "the Institute") conducts its business with a sense of responsibility for the effects of its actions, while applying uniform standards in the assessment of ethical conduct of employees and third parties, including respect for human rights, observance of the rights of employees, and the principles of safe and hygienic work, the principles of fair competition and respect for the environment.

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2. Furthermore, in its activities, the Institute strives to create a work environment based on mutual respect and tolerance. Our Company ensures the protection of personal data and discretion for all persons who decide to report a suspected violation of the rules in force at the Institute expressed in the "Code of Ethics" and/or the "Anticorruption Policy" related to the system of managing compliance with the law and ethics (Compliance) implemented by and applied at the Institute.
3. The contents of the "Code of Ethics" and the "Anticorruption Policy" can be viewed at www.bosmal.com.pl on the "CSR" tab in the "Compliance policy" folder.
4. The Customer shall ensure that the applicable employees within the organisation are familiar with the content of the "Code of Ethics" and the "Anti-Corruption Policy" and will make every effort to comply with the recommendations indicated in the above-mentioned documents, for the duration of the Agreement.

§9. Liability

1. The Seller is liable for non-performance or improper performance of the contract, except that the liability is limited to actual damage, excluding lost profits. The Seller shall not be liable for any damage caused due to improper selection of Products, their improper use, or use contrary to the intended purpose (or to the instruction manual), as well as any damages the occurrence or size of which was affected by the condition and characteristics of the infrastructure within which the Products are to be put to use, including in particular elements with which the Products are to be combined.
2. In any event, the liability of the Seller for any damage not covered by the exemption shall be limited to the Buyer's actual loss, for an amount not exceeding 100% of the net remuneration value of the contract, whereas this limitation shall not apply to damage caused by intentional fault.
3. If the parties have agreed in writing to deliver Products or materials that do not meet Polish Standards or other technical or safety standards, the Seller shall not be liable for any resulting damage.
4. The Buyer is responsible for the applicability and results of using the Products provided by the Seller in certain design solutions, even if the Seller was included as an advisor or consultant in the preparation of the Buyer's design and the final product.
5. The Seller shall not be held liable by the Buyer for defects in the goods produced by the Buyer with the use of the Products provided by the Seller.
6. The Seller states that the processes used to manufacture the Product are supervised in terms of meeting environmental requirements and that it takes measures to reduce negative impacts on the environment. While environmental requirements are taken into account when designing the Product, the Seller is nevertheless not responsible for negative environmental impacts caused by improper use of the Product by the Buyer.
7. The Seller eliminates OHS hazards by limiting dangerous operational activities throughout the entire Product manufacturing process, ensuring proper organizational and working conditions, as well as appropriate working equipment and personal protective equipment. The Seller is not responsible for OHS hazards caused by improper use of the Product by the Buyer.

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8. The Seller ensures an appropriate level of protection of information obtained or created during the production of the Product, as well as confidentiality and impartiality.

§10. Warranty

1. The Seller grants a 12-month warranty for the product sold, commencing from the date of purchase of the Product, as indicated on the warranty card.
2. The Buyer is entitled to exercise the rights arising from the warranty solely on the basis of the warranty card issued by the Seller and only if the terms of use and maintenance of the Product – as specified by the Seller – have been observed.
3. The warranty covers only defects resulting from causes inherent to the Product as sold. The warranty does not cover defects resulting from other causes, including in particular defects resulting from: improper use of the Product, incorrect selection of the Product with regard to its usage conditions, incorrect assembly or maintenance, repairs or interference carried out by the Buyer or third parties without the prior consent of the Seller (or contrary to the instructions given by the Guarantor); force majeure.
4. The Buyer loses the rights provided for under the product warranty in the event of any modification of the Product or traces of interference by unauthorised persons.
5. The Seller grants a warranty which is valid only within the territory of the Republic of Poland. Exporting the Product abroad will result in the loss of the warranty. Warranty repairs will not be carried out outside of Poland. The Buyer shall be charged for all repairs – even those during the warranty period – carried out outside of Poland. In a situation where the Buyer desires that the Seller perform repairs to Products abroad, such repair work will be a charged for in every respect, including parts, labour, travel and other expenses.
6. The Seller shall not be liable for any damages incurred by the Buyer as a result of a failure or malfunction of the goods, both during the warranty period and after its expiry.
7. This warranty does not cover lost profits due to defects in the Product, nor does it cover compensation for damages arising beyond the Product.

§11. Statutory Warranty

The Seller shall be excluded from liability under the statutory warranty for physical and legal defects of the Product.

§12. Assignment

Transfer of receivables due to the Buyer from the Seller is allowed only with the prior consent of the Seller, expressed in writing.

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1. These GTCS shall be governed by Polish law.
2. All disputes arising between the parties shall be resolved in accordance with the provisions of Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980.
3. The competent court for resolving disputes arising from application of these GTCS is the court with jurisdiction over the Seller's registered office.
4. Any invalidity or ineffectiveness of any of the provisions within these GTCS does not affect the validity or effectiveness of the remaining provisions.
5. The Seller has the right to store and process the Buyer's personal data for purposes related to the fulfilment of the sales contract.
6. Any changes to these GTCS must be in written form in order to be valid.
7. Where these GTCS are also set out in a language other than Polish, in the event of any dispute, the Polish language version of the GTCS shall apply.
8. By accepting these GTCS, the Buyer consents to the processing of their personal data by the Seller and by entities acting on their behalf (within Poland and abroad), in connection with the fulfilment of contracts for the sale of Products offered by the Seller.
9. Without the consent of the Seller the Buyer may not, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in any matters covered by a trade secret.
10. Both during the contract and after its termination, the Buyer shall also not distribute, disclose or use such information that does not constitute a business secret of the Seller's, but whose dissemination, disclosure or use could in any way cause damage – reputational or otherwise – to the Seller.
11. These GTCS come into force on 30.07.2024.