

GENERAL TERMS AND CONDITIONS OF SALE IN THE SERVICES DEPARTMENT MEGA limited liability company

§1 GENERAL PROVISIONS

1. The General Terms and Conditions of Sale define the rules for concluding contracts for the sale of goods and services included in the assortment of the Services Department of MEGA limited liability company with its registered office in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with with its registered office in Świdnik, 6th Commercial Division of the National Court Register, under the number KRS 0000318416, NIP: 7133014393, share capital in the amount of: PLN 1,000,000.00 - fully paid.
2. These General Terms and Conditions of Sale apply only between entrepreneurs within the meaning of Art. 43 (1) of the Civil Code.
3. The terms used in the remainder of these General Term and Conditions of Sale mean:
 - a) **Seller:** MEGA limited liability company with its registered office in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with with its registered office in Świdnik, 6th Commercial Division of the National Court Register, under the number KRS 0000318416, NIP: 7133014393, share capital in the amount of: PLN 1,000,000.00 - fully paid:
 - b) **Buyer:** a natural person, legal person or an organizational unit that is not a legal person, to which the law grants legal capacity, conducting business or professional activity on its own behalf,
 - c) **GTCS** - These General Terms and Conditions of Sale Mega limited liability company,
 - d) **Working day** – one day from Monday to Friday, excluding public holidays,
 - e) **Goods or Services** - goods or services included in the assortment of the Service Department of MEGA limited liability company,
 - f) **Contract** - a sales contract or a contract for the delivery of Goods or a contract for the provision of Services within the meaning of the Civil Code, concluded between the Seller and the Buyer,
 - g) **VAT**- tax on goods and services.
4. The General Terms and Conditions of Sale constitute an integral part of each Contract concluded between the Seller and the Buyer and regulate the general rules



for the performance of these contracts, as well as the rights and obligations of the parties.

5. Acceptance of the Seller's offer by the Buyer means that the Buyer accepts these GTCS in full, subject to sec. 6.
6. The GTCS are binding on the Seller and the Buyer with regard to the sale or delivery of the Goods and / or the provision of Services, unless the parties agree otherwise in writing under pain of nullity, changing or repealing the provisions of these GTCS.

§2 CONCLUSION OF THE CONTRACT AND OFFER

1. In order to conclude a Contract with the Seller, the Buyer should submit a written or e-mail inquiry to the Seller specifying the type of Goods or Services, their quantity, and send their technical documentation, and then accept the terms and conditions contained in the offer presented by the Seller. The contract between the Seller and the Buyer shall be deemed concluded upon notification of the Seller by the Buyer about the acceptance of his offer, subject to sec. 6.
2. After receiving the request for quotation from the Buyer, the Seller, based on the request for quotation, prepares an offer to sell or deliver the Goods and / or provide Services. The Seller's offer includes information such as: the name and price of individual items, the number of the internal order, the expected completion date and the validity period of the submitted offer, if different than specified in the GTCS.
3. The period of validity of the offer is 14 calendar days, unless a different validity period is stipulated in the content of the offer and unless the offer is canceled earlier by the Seller.
4. All items on the Seller's offer constitute its integral whole. The offer may not be treated selectively with respect to individual items.
5. The Buyer may accept the offer presented by the Seller without reservations, reject the offer or submit the offer to be changed or supplemented.
6. In the event of any change to the offer presented by the Seller or the Buyer entering objections to it, the Contract will be concluded only upon confirmation in writing or by e-mail by the Seller of the Buyer's order acceptance with changes or reservations. Failure to confirm such an order is tantamount to the fact that the Contract has not been concluded. The parties exclude all the possibility of tacit (implied) conclusion of the Contract provided for by law.
7. If the Buyer orders a smaller or larger quantity of Goods or Services than the quantity contained in the offer submitted by the Seller, the Seller reserves the right to change the prices of the goods or services..
8. GTCS are available at <http://megabelzyce.pl/pl/uslugi/ciecie-laserowe-blach> (in the "Files to download" tab).
9. A written or e-mail notification of the lack of acceptance of the GTCS by the Buyer



may constitute the basis for the cancellation of the offer by the Seller.

10. The Seller reserves the right to change the prices indicated in the offer in the event of an increase in the market prices of raw materials, an increase in the technical production costs of the Goods or a change in the currency in the territory of the Poland. In the event of an increase in the prices of the Goods and / or Services, the Seller undertakes to inform the Buyer in writing or by e-mail about the increase in the prices of the Goods and / or Services. In such a situation, the Buyer has the right to request the Seller to terminate the Contract by mutual agreement of the parties, of which he informs the Seller in writing or by e-mail within 3 days of receiving information about the price increase. In the declaration of termination of the contract by agreement, the parties shall determine the amount of reimbursement by the Buyer of the costs incurred so far by the Seller in performance of the Contract. Failure to submit the above-mentioned request by the Buyer within the above-mentioned period is tantamount to acceptance of the new price by the Buyer.
11. The price presented in the offer is a net value, to which VAT should be added in the amount compliant with the currently applicable rates, unless the Seller's offer expressly states otherwise.
12. The price presented in the offer does not include the cost of transporting the goods to the Buyer - unless otherwise agreed.
13. The standard format of the technical documentation accepted by the Seller is the * .dxf and * .dwg file formats. In the case of delivery of documentation in other formats, the execution of the order may involve an additional fee for the preparation of the technical documentation.
14. The minimum order values are presented in the table below. In the case of ordering goods and services for a lower amount, the Seller reserves the right to issue an invoice for the minimum order value. In the case of ordering combined services, the total value of the order may not be lower than PLN 1,500 net + VAT.

Laser cutting	1.500 PLN netto + VAT
Milling	1.500 PLN netto + VAT
Bending	1.500 PLN netto + VAT

15. Inquiries and declarations on accepting the Seller's offer should be sent to the address uslugi@megabelzyce.pl In the case of sending a request for quotation or a statement on accepting the Seller's offer to a different correspondence address or otherwise, the Seller shall not be bound by the deadlines specified in the GTCS.
16. The Seller has the right to withdraw from the Contract concluded with the Buyer within 3 working days from the date of its conclusion. Withdrawal from the Contract in this case may take place without giving any reason and does not give rise to any claims on the part of the Buyer against the Seller.
17. The Buyer has the right to withdraw from the Contract concluded with the Seller within 3 working days from the date of placing the order in writing or by e-mail. In



the event of withdrawal from the contract after the commencement of the execution of the order by the Seller, the Seller has the right to charge the Buyer with production costs in the amount proportional to the completed order.

18. If the Buyer withdraws from the contract regarding goods made of non-standard materials (i.e. other than: S235, S355, DD11, DC01, AISI 304, AISI 316, aluminum PA11, PE1000 white, PA6 white), the Seller has the right to charge the Buyer with the total cost of the purchase these materials.

§3 FULFILLMENT OF THE CONTRACT

1. The payment date for the goods and services sold is set individually. In the case of Buyers who have not made at least 3 purchases in the last calendar year, a prepayment of 100% of the gross order value is required prior to the commencement of the contract. The standard estimated time of order fulfillment is 10 working days from the moment of placing the order - unless otherwise agreed.
2. The order processing time may be extended for reasons beyond the control of the Seller, about which the Seller is obliged to inform the Buyer, as well as indicate a new order completion date. The Seller will make every effort to ensure that the order is completed as soon as possible.
3. In the absence of information on the source of the material or its suppliers, services on the material of the Buyer are performed solely at the Buyer's responsibility. If the service is performed on the Buyer's material, the Seller's liability is excluded for possible damage to the material in technological processes, for possible material shortages, and for damage caused by the Goods and / or the Service, if the damage was caused by the material provided by the Buyer.
4. The confirmation of the proper performance of the order by the Seller is the WZ document issued by the Seller and signed by the Buyer or his authorized representative.

§4 OWNERSHIP

1. The Seller reserves the right to ownership of the Goods until the Buyer pays the full price. The ownership of the Goods passes to the Buyer on the day the Buyer pays the full price.
2. The benefits and burdens related to the Goods and the risk of accidental loss or damage to the Goods shall pass to the Buyer upon the Seller's release of the Goods to the Buyer or the carrier. In such a case, the Seller shall not be liable for any loss, defect or damage to the goods arising from its acceptance for transport until its delivery to the Buyer and for delay in delivery.

§5 RECEPTION OF GOODS

1. Along with the reception of the Goods / performance of the Service, a VAT invoice and a WZ document are issued - unless otherwise agreed, as well as material

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certificates - provided that the Seller's offer accepted by the Buyer includes information on the certificates.

- Each WZ document will contain: order number, quantity and name of goods / services, price, confirmation of receipt and signatures of the parties or their authorized representatives, date of receipt.
- Material certificates are issued free of charge only if the request for quotation submitted in writing or by e-mail specifies the demand for the above-mentioned certificates, and the Seller has confirmed their free issue in the offer accepted by the Buyer. If the Buyer has not ordered the goods with a material certificate, the issuance of the above-mentioned certificate is associated with an additional fee of PLN 30 net + VAT for each certificate.
- Material certificates are issued in electronic or written form. Certificates are issued once. If the certificate is lost by the Buyer, re-issuing the certificate involves an additional fee of PLN 30 net + VAT for each certificate.
- Finished Goods are issued in cardboard boxes or on wooden pallets (or in other packaging provided by the Buyer before or during the execution of the order).
- In the absence of the packaging delivered by the Buyer, the Seller shall provide its own wooden or cardboard packaging for a fee.
- Wooden pallet packages used to transport the finished goods are issued to the Buyer against payment. If the Buyer delivers an equivalent packaging ("replacement") upon receipt of the goods, the packaging fee will not be charged. In the event of partial delivery of replacement packaging by the Buyer, the fee will be charged only for the packaging provided by the Seller.
- The fee for wooden pallet packages is charged in accordance with the price list below:

A kind of package:	Gross value of 1 package in PLN:
Wooden pallet 1200 mm x 800 mm	20,00
Wooden pallet 2000 mm x 1000 mm	100,00
Wooden pallet 3000 mm x 1500 mm	180,00
Wooden pallet 4000 mm x 2000 mm	250,00

- The collection of the finished Goods is possible from Monday to Friday from 7.00 a.m. to 3.00 p.m. at the Seller's premises, except for public holidays. Collection of details at later hours is possible only after prior written notification to the Seller and acceptance of the date and time of collection by the Seller. Information on later pickups should be sent to the address uslugi@megabelzyce.pl
- In the case of cash payments, receipt of goods is possible only from Monday to Friday from 7.00 a.m. to 3.00 p.m., except for public holidays. Cash pickup of goods

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after 3 p.m. is not possible.

11. When collecting the goods, the Buyer is obliged to verify the quantitative and qualitative receipt of the goods in the presence of the Seller's Employee.
12. The Seller has the right to charge a fee for the storage of the goods in the event of the Buyer's untimely receipt of the goods.

§6 COMPLAINTS

1. The Seller's liability under the warranty within the meaning of the article 568 Civil Code is excluded, unless the Seller and the Buyer pursuant to §1 sec. 6 of the GTCS decided otherwise.
2. If the warranty is not excluded, complaints about the Goods and Services should be sent electronically to the address uslugi@megabelzyce.pl.
3. The Buyer is obliged to notify the Seller about the defect within 3 working days from the date of detection of the defect, under pain of losing the rights under the warranty for defects in the goods.
4. The complaint should contain a detailed description of the problem, photos, sketches, diagrams and other elements that will help the Seller consider the application. The lack of documentation presenting the problem exempts the Seller from liability and obligation to consider the complaint and liability under the warranty.
5. The Seller declares that the complaint will be considered within a maximum of 14 working days from the date of receipt of the notification in writing or electronically and will notify the Buyer about the further procedure.
6. The repair of the Goods or Services will be performed immediately after a positive consideration of the complaint.
7. The Seller's liability towards the Buyer, regardless of its legal basis, is limited - both as part of a single claim, as well as for all claims in total - up to the price paid by the Buyer and possible delivery costs under the Contract. The Seller is not responsible for the benefits lost by the Buyer.

§7 CONFIDENTIALITY

1. Each party is obliged to keep secret all information received from the other party in connection with the conclusion of the Contract, and all such information will be considered confidential by the parties. This obligation applies in particular to the observance of the principle that neither party, without the written consent of the other party, will not disseminate, copy or disclose to third parties information regarding cooperation, in particular the interests of parties protected by law, will take appropriate measures necessary to ensure the protection of information and its sources both in whole and in part.
2. The above-mentioned requirements will not apply to information provided by

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parties that:

- a) are published, known and officially made available to the public without violating the provisions of the GTCS,
- b) have been provided by a third party, without violating the law and without violating obligation of non-disclosure to the party,
- c) will be disclosed by one of the parties with the prior written consent of the other party under pain of nullity,
- d) will be provided by the party obliged to do so under the generally applicable provisions of law.

§8 PERSONAL DATA PROTECTION

1. The controller of personal data processed in connection with the implementation of the Contract, i.e. representatives, contact employees, contractors and service recipients, as well as all personal data received from the Ordering Party in connection with the conclusion and performance of the Contract, made available before the conclusion of the contract or during its term is the Contractor MEGA limited liability company with its seat in Bełżyce (24-200) at Przemysłowa 52, entered into the register of entrepreneurs by the Lublin-Wschód District Court in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register under KRS number 0000318416, NIP: 7133014393, REGON: 060432388, share capital in the amount of: PLN 1,000,000.00 In all matters regarding personal data, please contact us by e-mail: dane.osobowe@megabelzyce.pl
2. The persons referred to in sec. 1, have the right to access data, correct them, request their removal, as well as the right to limit processing, object to the processing of personal data and the right to lodge a complaint with the supervisory body, i.e. the President of the Office for Personal Data Protection, if the data is processed contrary to the requirements legal.
3. The data of the persons referred to in sec. 1, will be processed for the purpose:
 - a) conclusion and performance of the Contract concluded between the Parties - for the time necessary to perform the Contract, and after its completion for the time needed to demonstrate the correct performance of the obligations arising from the Contract (legal basis for processing: Article 6 (1) (b) of the GDPR and Art. 6 (1) (f) of the GDPR)
 - b) performance by the Contractor of obligations arising from the legal provisions generally applicable in the territory of the Poland, in particular tax, reporting - for the time necessary to perform the Contractor 's obligations, including until the expiry of the limitation period for tax obligations (legal basis for processing: Article 6 (1) (b) of the GDPR) c GDPR)
 - c) implementation of the legitimate interest of the Contractor described in sec. 4 - for the time necessary to implement the Contractor 's legitimate interest

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(legal basis for processing: Article 6 (1) (f) of the GDPR).

4. The legitimate interest of the Contractor, referred to in sec. 3 point c, consists in pursuing and defending claims related to the conclusion and performance of the Contract and maintaining direct business relationships with contractors and customers.
5. Data subjects will not be subject to a decision which is based solely on automated processing, including profiling, and has legal effects on them or similarly significantly affects them.
6. Providing data is voluntary, but failure to provide it will result in the inability to conclude the Contract.
7. The recipients of the data of the data subjects may be state authorities.
8. The Contractor does not plan to transfer personal data to recipients outside the EEA, i.e. to third countries.
9. Data subjects have the right to object to the processing of personal data if the Contractor processes personal data on the basis of legitimate interests
10. The Ordering Party is obliged to make the content of this information clause available to persons whose data is provided to the Contractor in connection with the conclusion and performance of the Contract.

§9 FINAL PROVISIONS

1. The legal relations of the Seller with the Buyer are governed by Polish law.
2. The Seller and the Buyer undertake to resolve them amicably in the event of any disputes. If there is no possibility of an amicable solution to the problem, all disputes are settled by a common court competent for the seat of the Seller.
3. It is not allowed to assign the rights resulting from the Contract concluded with the Buyer or the placed order to third parties without the written consent of the Seller, otherwise null and void.
4. In the event of changing some of the provisions of the GTCS through negotiations before concluding the contract with the Seller in the manner indicated in §1 section 6 of the GTCS, other provisions contained in the GTCS do not lose their validity.
5. The application of article 66 (1) §2 and 3 of the Civil Code is excluded.
6. By placing an order with the Seller, the Buyer agrees to use the provided documentation for the purposes of the Contract.
7. In matters not covered by the GTCS, the provisions of law generally applicable in the territory of the Poland shall apply.
8. These GTCS shall enter into force on April 1, 2022.

