

I. General provisions

1. All provisions contained in these "Terms and Conditions of Cooperation" shall apply to all contracts concluded between the customer and Zakłady Kablowe BITNER spółka z ograniczoną odpowiedzialnością. "Terms and Conditions of Cooperation" of ZK BITNER are published on its website: www.bitner.com.pl, please see "Downloads".
2. Customer's terms and conditions of contract execution which differ from "Terms and Conditions of Cooperation" of ZK BITNER are not accepted by ZK BITNER. Any additional or different terms and conditions of the customer are binding on ZK BITNER only if they have been expressly accepted by ZK BITNER in writing.
3. The obligation of the customer to comply with "Terms and Conditions of Cooperation" of ZK BITNER occurs: **when registering as a customer of ZK BITNER, when submitting an enquiry or when placing an order** – whichever event occurs first – and is valid for all subsequent contracts, unless an agreement separately regulating the conditions of order execution has been concluded with ZK BITNER in relation to a particular subsequent order.
4. Whenever a catalogue is mentioned in terms and conditions of cooperation, it is understood to mean: a printed edition, CD/DVD, portable discs, website, advertisements and press releases, leaflets and any other means of public presentation of commercial information by ZK BITNER.
5. In the event of any discrepancies in interpretation between the Polish and foreign language versions of these "Terms and Conditions of Cooperation", the Polish language version shall prevail and be binding.

II. Prices and payment terms

1. Product prices resulting from the price list available on the ZK BITNER website are only an invitation to enter into a contract and do not constitute an offer within the meaning of Article 66 of the Polish Civil Code. The price list provides net prices in PLN.
2. The customer is obliged to pay for the products, reusable packaging (drums, pallets) and other services related to the order received and listed on the delivery document (WZ)/sales document (invoice) within the period stated in the invoice. The date of payment shall be the date of crediting ZK BITNER's bank account as stated in the invoice.
3. If the customer does not pay the amount due on time, ZK BITNER shall charge interest for late payment in commercial transactions.
4. If the payment deadline is exceeded, ZK BITNER shall issue an interest note to the customer which the customer is obliged to pay within 7 days. At the same time, ZK BITNER reserves the right to credit any payment made by the customer against any invoice first against interest for late payment and then against the oldest receivables.

5. Submitting a complaint does not entitle the customer to withhold payment for the delivery or a part thereof.

III. Offering, ordering, product range

1. A valid offer must be made in writing and contain at least the following details:
 - a) type of assortment,
 - b) quantity,
 - c) transactional price,
 - d) expected execution date,
 - e) validity of the offer.
2. An offer addressed to a specific customer expresses the will of ZK BITNER to conclude a contract with the addressee of the offer. Failure by the customer to place an order within the validity period of the offer will result in the offer expiring. Tacit acceptance of an offer is not accepted.
3. On the basis of having a valid offer in its possession, the customer shall submit a written order to the Order Execution Department/Export Department of ZK BITNER.
4. An order is binding when ZK BITNER confirms to the customer, in writing, acceptance of the order for execution, accepting as a minimum:
 - a) type of assortment,
 - b) quantity,
 - c) price.
 - d) expected execution date,
 - e) place of delivery.
5. The standard deadline for the Order Execution Department/Export Department of ZK BITNER to confirm acceptance of an order for execution is three working days.
6. ZK BITNER, upon the customer's order, will deliver the products in the lengths specified in the order. Cutting sections other than the standard ones will incur a cutting service charge.
7. Standard lengths, which are stock packages, are specified in the table in the ZK BITNER price list – please see "Product range".
8. The price of cutting service of the ordered product to the required length, other than standard length, is included in the ZK BITNER price list – please see "Product range".
9. The customer is obliged to collect the items that were ordered and prepared for pick up. No exemption is foreseen in this respect. If the customer refuses to collect the products, the moment of sale and the basis for issuing an invoice for the aforementioned order shall be deemed to be the written notification by ZK BITNER of the completed order ready for collection and placed at the customer's disposal.
10. A delay in the collection of the ordered goods entitles ZK BITNER to charge a storage fee in the amount of PLN 100 net for each commenced day of the goods remaining in the ZK BITNER warehouse facilities.

IV. Delivery times and conditions

1. If an order is placed for delivery within the territory of the Republic of Poland, the shipping costs shall be borne by the customer – unless agreed otherwise in a separate agreement between the customer and ZK BITNER. The costs of deliveries outside the Republic of Poland, and the party which will bear them, shall be agreed on a case-by-case basis.
2. ZK BITNER shall decide on the choice of carrier/courier – unless otherwise agreed on the basis of individual agreements between the customer and ZK BITNER.
3. Shipping costs depend on: the weight of the parcel, its dimensions and country of destination, as well as the selected carrier/forwarder.
4. Transport costs when charged to the customer shall be added to the order and invoiced with the first shipment containing the products under a given order – unless specified otherwise on the basis of a separate agreement between the customer and ZK BITNER. Adding, at the request of the customer, additionally ordered goods to the second or subsequent consignments containing products from a given order shall lead to the consignment containing the additionally ordered products being treated as a new order and transport costs shall be added to it, unless agreed otherwise on the basis of a separate agreement between the customer and ZK BITNER. If the weight of the parcel does not fall within the set amount for a given country (or when no such set amount has been established), the transport costs will be determined by the Logistics Department of ZK BITNER.
5. Delivery times are approximate – unless the customer has agreed with ZK BITNER a strict delivery time based on a separate agreement.
6. The table of delivery costs in the territory of the Republic of Poland is available in the ZK BITNER price list – please see "Logistics".
7. Collecting products from ZK BITNER's warehouses is possible only by prior arrangement with the Order Execution Department. In such a case, the customer should indicate in writing (email/fax) the person authorised to collect the prepared delivery from ZK BITNER's warehouses and confirm it in writing, and indicate the type and number of the document identifying the person and containing their photograph.
8. For the delivery of products to an address indicated by the customer other than the customer's warehouses, the customer shall indicate, in writing (email/fax), the person authorised to accept the delivery and confirm it in writing, and indicate the type and number of the document identifying the person and containing their photograph.
9. The date of delivery of the products, understood as the transfer of the right to dispose of the goods as the owner, is the day that the products are handed over to the carrier/courier by ZK BITNER or the day of collection by the customer (buyer) from ZK BITNER's warehouses, or the day the goods are left at the customer's (buyer's) disposal if a storage agreement has been concluded and in the case referred to in section III point 9, subject to point 10.
10. In case of export deliveries, where the goods are exported outside the territory of the Republic of Poland, the delivery date of the products results from the trade terms applied, in particular the provisions of Incoterms 2020. In case of a storage contract

and the case referred to in section III, point 9, the date of delivery of the goods shall be the date on which the goods are placed at the disposal of the customer.

11. ZK BITNER is entitled to withhold deliveries if the customer is in delay with payment of any amount due for over 7 days in relation to the agreed payment date. ZK BITNER is also entitled to withhold deliveries if it obtains reliable information that the factual, legal situation or financial standing of the customer justifies a reasonable assumption that the customer will not pay for the delivered goods.
12. ZK BITNER sells reusable packaging (drums, pallets) together with the products at the price specified in the ZK BITNER price list – please see "Packaging". Within 365 days of the invoice date for reusable packaging, the customer has the right to resell it and ZK BITNER is obliged to repurchase the packaging at its original selling price. The good technical condition of the packaging is a condition of the repurchase thereof by ZK BITNER, which is assessed by the ZK BITNER Warehouse Manager when the packaging is returned to the ZK BITNER warehouses. The costs related to the return of the packaging to ZK BITNER shall be borne by the customer. Once 365 days have elapsed after the purchase date of the packaging, ZK BITNER is not obliged to repurchase it from the customer.

V. Intra-Community deliveries

1. In order to apply 0% VAT rate for Intra-community deliveries, the customer, (buyer) is obliged to provide ZK BITNER with a valid and up-to-date (as at the date of delivery) identification number for Intra-Community transactions (VAT EU) and undertake that within the framework of the transaction the goods that are the subject of the delivery will be exported from the territory of the Republic of Poland to the territory of another EU Member State.
2. In the event that the EU VAT number provided by the customer (buyer) is inactive on the day of delivery, the Company may apply to the transaction the VAT rate applicable to domestic deliveries, which will result in the contract price being increased by the value of the tax due.
3. If the customer fails to submit documents confirming the export of goods to another EU country by the end of the month following the month in which delivery took place, the Company may increase the contract price by the value of the due VAT applicable to domestic deliveries.
4. The documents confirming the export of the goods are, in particular: transport documents received from the carrier (forwarder) which clearly indicate that the goods were delivered to a destination in the territory of a Member State other than the territory of Poland (**CMR**), and a specification of the individual items of the cargo (**packing list**).

VI. Export

1. In order to apply 0% VAT rate for export deliveries outside the territory of the EU, the customer is obliged to submit documents confirming the export of the goods outside the territory of the EU to ZK BITNER within 45 days from the day when shipment took place. The type of documents to be provided by the buyer of the products depends on the terms of supply established, in particular, on the circumstances of the entity clearing the exported goods through customs.

2. If the customer fails to submit the documents confirming the export of the goods outside the territory of the EU to ZK BITNER within the timeframe specified in point 1, the company may increase... due VAT accurate for domestic deliveries.
3. The customer acknowledges that the laws of certain countries and international organisations restrict trade in certain goods and related technologies and documentation with certain countries, entities or individuals and represents that it is not deprived of the right to purchase products offered for sale by ZK BITNER under applicable national and international laws.
4. The customer undertakes to comply with the laws, including the customs, export and import regulations of the country to which the products purchased from ZK BITNER are to be delivered, and to obtain the necessary permits or licences for disposal, export, re-export or import of the goods from their countries of origin, insofar as the laws in force in those countries require them to be obtained, and to comply with the customs regulations of those countries.
5. The customer further represents that before re-exporting or otherwise disposing of the products purchased from ZK BITNER, it will verify by appropriate means and ensure that:
 - a) such re-export or other disposition of the products purchased from ZK BITNER will not constitute a violation of any embargoes or other restrictions on trade in goods with specific countries or entities under the laws of the country to which the export of the goods will take place – in particular the laws of the USA, where information about the restrictions in that country is available on the website <https://www.bis.doc.gov>, or under the laws of international organisations, in particular those of the United Nations and the European Union,
 - b) the products will not be used in the arms industry or for nuclear purposes in contravention of international or national laws.
6. ZK BITNER may refuse to accept an order for fulfilment for some customers or to selected countries if that could expose ZK BITNER to violation of international laws or the laws of the country from which the goods were imported. In order to determine whether a given sale of goods does not lead to an infringement of law, BITNER ZK shall be entitled to request from the customer any information on the use of the goods and their final destination and to identify the final user of the goods.

VII. Quality and warranty

1. ZK BITNER has an ISO 9001:2015 quality system and an ISO 14001:2015 environmental management system implemented and certified.
2. ZK BITNER guarantees: high quality of its products, their production in accordance with the standards and requirements set out in applicable laws – in particular, "Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment, as amended", "Regulation of the Minister of Development and Finance of 21 December 2016 on the essential requirements for the restriction of the use of certain hazardous substances in electrical and electronic equipment", as well as the required approvals and certificates that they hold.

3. ZK BITNER provides a warranty for its products for a period of 24 months from the delivery date.
4. ZK BITNER's liability does not apply, in particular, to damage or destruction occurring after the products are handed over to the customer (e.g. as a result of improper storage, transport, assembly or operation).

VIII. Complaints procedure

1. Remarks concerning inconsistencies of the delivered products with the delivery document (WZ)/sales document (invoice) should be reported by the customer in writing to the Order Execution Department:
 - a) if the delivery was made in a condition indicating mechanical damage, the customer should, in the presence of the carrier/courier, draw up a protocol describing the damage – this protocol signed by the carrier/courier is the basis for lodging a complaint,
 - b) if the delivery note (WZ) does not comply with the actual number of transport packages (drums, pallets), the customer may submit to the carrier/courier, only at the time of receipt of the delivery, a protocol describing the actual state, which should be drawn up in the presence of the carrier/courier – this protocol signed by the carrier/courier is the basis for lodging a complaint,
 - c) remarks concerning non-compliance of the quantity or assortment with the delivery note (WZ) or the order should be made immediately by the customer.
2. Complaints due to a physical defect of the product must be lodged by the customer in writing, immediately within 3 days from discovering the defect (a specimen protocol is available on the website of ZK BITNER <https://bitner.com.pl/pobierz/formularze>), and sent to: reklamacje@bitner.com.pl. Complaints submitted at a later date will not be examined.
3. The complaint shall specify the following information:
 - a) full name of the product,
 - b) delivery document number,
 - c) label (photocopy/photograph),
 - d) quantity delivered,
 - e) quantity covered by the complaint,
 - f) reason for the complaint.
4. For complaints due to physical defects, photographic documentation must be attached to the complaint report.
5. ZK BITNER shall examine the complaint within 14 days from the date of its correct submission, provided that no additional information is required from the customer or end-user – in this case, ZK BITNER shall examine the complaint within 14 days of receiving such information. ZK BITNER reserves the right to review the complaint with the final buyer.
6. If the complaint is considered justified, ZK BITNER may, at its discretion, replace the product under complaint with a new one, free from defects, or refund the amount paid. Examination of the complaint in the manner described above exhausts the

customer's claims for defects, shortages or other non-compliance of the product being subject to the reported complaint.

7. ZK BITNER shall not be liable for damage caused during the unloading of the delivery, or for damage caused by the improper use or storage of the product by the customer or by workmanship or design errors of third parties.

IX. Force majeure

1. ZK BITNER shall not be liable for the failure to perform contractual obligations in whole or in part if external events, defined as "force majeure", which are beyond its control may occur. The term "force majeure" shall be understood as any unforeseen events independent of ZK BITNER occurring after the conclusion of the contract, such as in particular: war, riots, disasters, floods, communication disruptions, strikes.
2. If the period of "force majeure" exceeds two weeks, both ZK BITNER and the customer have the right to terminate the contract for the delivery of products with immediate effect, without liability for damages resulting from termination of the contract due to "force majeure" circumstances.

X. Law

1. ZK BITNER declares that it has obtained the right of protection for the trade marks under the exclusive rights numbers R.238899, R.242290, R.242291, R.242292, R.286151, R.262910, R.264516, R.240556, R.240557, R.248829, R.248830, R.248831, R.329306, R.329305, R.329900, R.329902, R.329903, R.286151 and international registration under the numbers 1126639, 011512613 and 1515125, which it uses to mark the products it places on the market and to provide services.
2. ZK BITNER is the owner of the copyright to the materials presented in the catalogue and on the website, in particular to photographs, descriptions, translations, graphic form and presentation.
3. Copying of the information or technical material contained in the catalogues, websites or otherwise provided by ZK BITNER requires the written consent of ZK BITNER.
4. These "Terms and Conditions of Cooperation" are subject to Polish law and the place of dispute resolution is the common court with jurisdiction over the registered office of ZK BITNER. ZK BITNER may also take legal action against the customer in the court with jurisdiction over the customer's registered office/place of residence. The application of the provisions of the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.
5. The customer may not transfer any of its rights or obligations, or receivables, resulting from the contract concluded with ZK BITNER without the prior written consent of ZK BITNER. Unless otherwise agreed by the Parties in writing, the possibility for the customer to set off its receivables resulting from the contract concluded with ZK BITNER against the receivables of ZK BITNER and other receivables the Parties may have against each other is excluded.
6. If any provision of these "Terms and Conditions of Cooperation" is held to be invalid or ineffective by a court of competent jurisdiction or as a result of a change in law,

such finding or action shall not invalidate or render ineffective the remaining provisions of these Terms and Conditions. If any provisions of these "Terms and Conditions of Cooperation" are ultimately found to be unlawful or ineffective, they shall be deemed to be excluded from these "Terms and Conditions of Cooperation", but all other provisions shall continue to be in full force and effect, and the provisions found to be unlawful or ineffective shall be replaced by provisions of similar meaning reflecting the original intent of the respective provision to the extent permitted by applicable law.

XI. Personal data protection

1. ZK BITNER undertakes to process the customer's personal data under the conditions set out in the relevant legislation applicable in that respect, in particular in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as GDPR).
2. ZK BITNER is the controller of personal data in relation to the established cooperation: Zakłady Kablowe BITNER sp. z o.o. (correspondence address: ul. Krakowska 2, 32-353 Trzyciąż). The personal data of the customer being a party to the contract (basis for processing -> Art. 6.1.b) of GDPR), as well as of its representatives and other persons performing the Contract, e.g. employees or collaborators of the customer (basis for processing -> Art. 6.1.f) of GDPR – legitimate interests of the data controller), will be processed in connection with the conclusion and performance of the contract by ZK BITNER. Personal data may also be processed to pursue, determine and defend any claims related to the performance of the contract, as well as in connection with the direct marketing of goods or services of ZK BITNER for the term of the contract (basis for processing -> Art. 6.1.f) of GDPR – legitimate interests of the data controller) as well as for telephone and email marketing, also after completion of the contract – subject to obtaining an additional dedicated consent. Personal data may be further used to comply with public legal obligations (Art. 6.1.c) of GDPR). More information with a detailed description of the objectives of the data processing can be found in the Privacy Policy at: <https://bitner.com.pl/pobierz/polityka>.
3. The data will not be disclosed to anyone unless this is required to perform a Contract to which ZK BITNER is a party, or required by applicable laws. ZK BITNER may disclose your data, for instance, to providers of IT or accounting services, or transfer correspondence between authorised employees of ZK BITNER.
4. You are entitled to access the data, obtain a copy of your data, have the data transferred, rectified or erased, or have the processing restricted, and you have the right to object (when the processing is in accordance with Art. 6.1.f) of GDPR). You are further entitled to file complaints to the supervisory authority (President of the Data Protection Office).
5. Personal data may be erased or anonymised at the latest after the expiry of any claims related to performance of the contract, in particular relating to the conclusion and performance of the contract concluded by ZK BITNER, to public legal obligations, or

for a shorter period if you file an effective objection or withdraw your consent as specified above. The provision of personal data is voluntary but required to accomplish the above objectives.

6. With respect to all issues concerning personal data protection, contact us by writing to the address of ZK BITNER or to the email address: bitner.rod@bitner.com.pl. More information on the processing of your personal data can be found in our Privacy Policy available at <https://bitner.com.pl/pobierz/polityka>. More information on your rights can be found at www.giodo.gov.pl.
7. Considering that ZK BITNER may obtain personal data both directly – the customer’s data, or indirectly – the personal data of the customer’s employees or collaborators (processed for the purposes specified above), the customer shall immediately provide a copy of this information clause (points 2–6 above) to all persons whose data is disclosed to ZK BITNER in compliance with this clause, and further shall inform those persons of the scope of the disclosed personal data. ZK BITNER, as the Controller of personal data, taking into account the nature, scope, context and purposes of the processing and the risk of violation of the rights or freedoms of natural persons, shall implement the appropriate technical and organisational measures to ensure that the processing is carried out in accordance with the GDPR and to be able to demonstrate the above.
8. If the processing is carried out on behalf of ZK BITNER, it will only use processors that provide sufficient assurance that the appropriate technical and organisational measures have been implemented so that the processing meets the requirements of the GDPR and protects the rights of data subjects.
9. Personal data must be:
 - a) processed lawfully, fairly and transparently for the customer,
 - b) collected for specified, explicit and legitimate purposes and not further processed in a way incompatible with those purposes,
 - c) appropriate, relevant and limited to what is necessary for the purposes for which it is processed,
 - d) correct and updated if required,
 - e) kept in a form which permits identification of the data subjects for no longer than is necessary for the purposes for which the data is processed,
 - f) processed in a manner which ensures the appropriate security of the personal data, including protection against unauthorised or unlawful processing and accidental loss, destruction or damage, by means of appropriate technical or organisational measures.

President of the Management Board
Józef Mazur