

General Terms and Conditions of Sale ("Conditions")

Avrii Sp. z o.o. (*limited liability company*) in Tarnów, ul. Mroźna 8, 33-102 Tarnów, entered into the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number: 0000783431, NIP: 993-067-2075, REGON: 383167000 ("AVRII").

§ 1 Application of the Terms

1. These Terms and Conditions constitute general contract terms and conditions within the meaning of Art. 384 et seq. KC, apply to all orders, price proposals and sales of goods or provision of services to buyers, including potential buyers (hereinafter collectively referred to as the "**Orderer**"). These Terms and Conditions also apply to all future business relations between the parties, even if they have not been directly agreed upon again. Placing an order for goods or services by the Ordering Party is tantamount to acceptance of these Terms and Conditions, subject to § 2 section 7 thereof. Any other contractual terms, including purchase conditions, that are or may be applied by the Ordering Party will not apply to AVRII's products or services even if AVRII does not expressly reject them upon receipt.
2. The terms and conditions are made public by posting them on the website www.avrii.pl.
3. Changes to the Terms and Conditions are only effective if they are expressly confirmed by AVRII in electronic form (e-mail).
4. These Terms and Conditions apply only to Ordering Parties who are entrepreneurs within the meaning of Art. 431 CC and therefore not consumers within the meaning of Art. 221 CC
5. If any action was performed by a representative, the Ordering Party certifies that the representative is duly authorized to represent the Ordering Party individually, in particular, to conclude the contract referred to in § 15 section 8 of the Terms and Conditions (entrusting the processing of personal data) and placing orders in such a way that these activities are binding on the Ordering Party.
6. The Ordering Party ensures that AVRII can fully rely on the information provided by the representative as part of the registration procedure, including an indication of the principles of representation of the Ordering Party.
7. If the Ordering Party and AVRII are in permanent business relations, the Ordering Party's acceptance of the Terms and Conditions in the first contract is deemed to be their acceptance also for the future, i.e. for all future contracts between these parties.

§ 2 Offer and its acceptance

1. All commercial proposals from AVRII, including price information, are for informational purposes only, and they do not constitute a binding offer as defined in Art. 66 §1 of the Civil Code.
2. The Ordering Party can place an order electronically (via email) at the address info@avrii.eu





3. The conclusion of the agreement takes place at the moment of the effective placement of the order. The order is effective only after its confirmation by AVRii in electronic form (via email), which also applies to any additional arrangements and changes. If AVRii doesn't confirm the order, it will not be considered accepted. AVRii may issue an invoice in case of immediate delivery instead of confirming the order. This section is not subject to change.

4. Any drawings, designs, illustrations, descriptions, specifications, size and weight data, or other information provided by AVRii are for illustration purposes only, and the actual products may differ unless expressly marked as binding by AVRii in writing.

5. AVRii employees have no authority to make any changes to these Terms and Conditions, either in writing or orally, subject to AVRii's principles of representation.

6. AVRii may, at its discretion, establish, change, or refuse to establish a credit limit at any time. If the Ordering Party exceeds the credit limit, AVRii is not obligated to make any deliveries. The Ordering Party may still receive goods if paid in cash, subject to the cash payment limit referred to in Art. 19 point 2 of the Entrepreneurs' Law.

7. If any new or amended conditions are issued during the contract term, they are binding on the Ordering Party if they were delivered and not terminated at the earliest possible notice. New or amended Terms and Conditions will be delivered to the email address indicated in the registration form or the email address from which the order was placed.

8. AVRii retains the right to accept or refuse any order at its sole discretion.

§ 3 Prices:

1. The price is based on the AVRii price list valid at the time of placing the order or a separate AVRii offer, unless otherwise agreed.

2. Unless otherwise stated, prices included in AVRii's offers are valid for 7 calendar days from the date of submission of the offer. The prices in the order confirmation made by AVRii are binding. The price may change based on the currency rate change for products or services not yet delivered, which will be determined based on a currency other than PLN (price indexation).

3. Unless otherwise agreed, the Ordering Party must pay AVRii an advance payment of 20% of the order within 2 days from the date of order confirmation by AVRii.

4. All prices for goods and services are given in net amounts, excluding VAT. VAT will be added at the applicable rate on the date of the VAT invoice issue. All taxes, packaging costs, environmental fees, road tolls, transport, forwarding and toll costs, copyright fees, insurance costs, and legal costs shall be borne by the Ordering Party..

5. AVRii's prices do not include delivery costs and transport insurance. If AVRii organizes transport, the cost of the courier, carrier, or company vehicle is charged separately to the Ordering Party. If the Ordering Party requests it, AVRii can insure the goods against damage or loss during transport for an additional fee, which will be presented to the Ordering Party in advance for approval.



6. The price includes loading the goods in the AVRii warehouse with a forklift onto the means of transport of the Ordering Party or the entity performing the transport. The means of transport used for carrying the goods should be suitable for loading with a forklift.
7. Additional delivery and service costs are charged separately.
8. The cost of delivery of the goods will be determined for each shipment.
9. Unless agreed otherwise, the goods should be packed by applicable regulations (standard packaging), and the price of the goods includes the cost of standard packaging. If the Ordering Party requests non-standard packaging, an additional fee will be charged.

§ 4 Delivery and performance of the contract

1. AVRii's place of performance is the AVRii warehouse unless otherwise agreed in the contract.
2. The moment of performance by AVRii is the moment of handing over the goods to the Ordering Party in the AVRii warehouse, handing over the shipment with the goods to the entity performing the transport, or the moment the shipment with the goods leaves the AVRii warehouse for forwarding purposes.
3. The Ordering Party undertakes to:
 - a) comply with health and safety rules on AVRii premises, by AVRii safety procedures;
 - b) comply with the rules of property protection on AVRii premises;
 - c) provide information necessary to complete the delivery, including the method of receipt of the goods, delivery address, and the authorized person to collect the goods (applicable for both collection at the AVRii warehouse and delivery at the place of delivery indicated by the Ordering Party) along with the contact details of the authorized person, including the telephone number.
4. AVRii will make every effort to deliver the goods before or within the agreed delivery date. However, AVRii will not be liable for failure to deliver the goods within this time.
5. Delivery delays resulting from Force Majeure events, which are unforeseeable and beyond AVRii's control, such as war, government orders, restrictions on trade, strikes, and traffic jams, will not be the responsibility of AVRii.

AVRii's suppliers, contractors or subcontractors), entitle AVRii to extend the deadline for the delivery or service by the period of disruption or to withdraw from the contract in whole or in part - if the contract has not been performed. AVRii may withdraw from the contract within 6 months from the agreed delivery date. To dispel doubts, it is pointed out that although the possible duration of a given circumstance (e.g. pandemic/epidemic) at the time of concluding the contract proves that this situation is known to the parties at the time of concluding the contract and is not unforeseen, nevertheless the parties recognize as unforeseen any restrictions, restrictions, production or transport restrictions, of national or international scope, introduced by competent public authorities as a result of the occurrence of Force Majeure circumstances known to the parties at the time of concluding the contract (e.g. new restrictions or restrictions introduced in the event of a pandemic/epidemic).



6. If there is a delay in delivery due to the reasons specified in section 5 for more than three months, the Ordering Party has the right to withdraw from the contract either in whole or in part. However, they must set an additional deadline of at least 14 days in writing and withdraw within one month after the expiry of the set deadline, unless the contract has not been performed. If there is a delay in the delivery date due to events referred to in § 4 section 5 or release AVRii from the obligation, the Ordering Party cannot claim any damages. In other cases, AVRii may release itself from liability only if the Ordering Party is immediately notified of the delay.

7. If AVRii is solely responsible for missing the delivery date and time, the Ordering Party can demand a contractual penalty of 0.25% for each full week, but the total amount should not exceed 5% of the value of the delivery part to which the delay relates. All other claims against AVRii are excluded unless the delay was due to AVRii's wilful misconduct.

8. AVRii can either deliver the goods entirely or partially. In the case of partial delivery of goods, the delivery is considered a separate supply. The Ordering Party must record the partial receipt of goods on the release document.

9. The delivery date is extended by the period during which the Ordering Party delays in fulfilling its obligations. AVRii reserves the right and possibility to suspend delivery at any time until the Ordering Party pays for the ordered goods or services. At the same time, AVRii reserves the ownership of the sold goods until the price is paid.

10. The Ordering Party must immediately report any visible defects in the goods or their packaging. If the confirmation of receipt is confirmed by the signature of the Ordering Party or a person authorized to receive it, it means that the goods are free from obvious defects.

11. If the AVRii invoice does not provide a separate delivery or completion date, the date of issue of the invoice corresponds to the delivery or completion date.

§ 5 No acceptance

1. If the Ordering Party is responsible for the impossibility of shipping the goods, failure to collect, refusal to collect or delay in receipt of the ordered goods or services, AVRii can store them at the risk and expense of the Ordering Party. This is particularly applicable if the delay is a result of the Ordering Party's incorrect performance of its obligations under § 4 section 4 or § 15 section 8 of the Terms. For this purpose, AVRii may require the assistance of third-party services, such as a carrier or keeper. The buyer is responsible for paying the storage fee to AVRii within 3 days of receiving the VAT invoice, and VAT will be added to the storage fee at the applicable rate. AVRii will not bear any costs related to repeated delivery of goods or services, which will be fully borne by the Ordering Party.
2. Delivery: If there is no authorized person available at the delivery destination, AVRii or the transport entity may release the goods to a person who agrees in writing to accept them on

behalf of the Ordering Party. In this case, the Recipient will bear the risk associated with the release of goods.

3. During any delay in acceptance, the Ordering Party must pay AVRii a compensation fee of 1% of the price of the goods, not exceeding EUR 60 (or equivalent in PLN at the current sales rate announced by the National Bank of Poland on the day of issuing the invoice) for each week that has started, to cover storage costs. If the storage costs are higher, AVRii may demand that the Ordering Party cover the actual costs based on proof of their incurrence. The week begins on Monday at 0:00.
4. If the Ordering Party refuses to accept delivery or delays acceptance even after being requested and given an additional deadline, AVRii may refuse to process the order and demand a contractual penalty of 20% of the agreed price of the goods. AVRii may also demand compensation exceeding the amount of the contractual penalty.
5. Refusal to accept delivery or delay in acceptance does not exempt the Ordering Party from paying the invoice on time unless AVRii exercises its right to refuse to process the order.

§ 6 Differences in Delivery:

1. Any visible quantitative differences and damage to the goods must be reported in writing to AVRii and the carrier immediately after receipt of the goods, and hidden quantitative differences must be reported within 4 days of receipt. Acceptance of the goods by the carrier or forwarder is deemed to constitute a presumption of the correct quantity of the goods and the goods and packaging free from defects, as well as their shipment. The Ordering Party must prove that the incorrect quantity of goods or defective goods was delivered to the carrier or forwarder or that the goods were not delivered to the carrier or forwarder at all.
2. If AVRii mistakenly delivers goods that were not ordered by the Ordering Party, the Ordering Party must notify AVRii within 3 days and store the goods ready for collection by the carrier or forwarder acting on AVRii's behalf. If the Ordering Party fails to inform AVRii in writing within 14 days of receipt of the incorrect delivery, the Ordering Party must pay a contractual penalty equal to the price of the delivered goods, calculated according to the AVRii price list from the date of handing over the goods to the carrier or forwarder.

§ 7 Transfer of risk

1. The risk of loss or damage passes to the Ordering Party at the moment of handing over the goods to the Ordering Party at the AVRii warehouse, handing over the shipment with the goods to the entity performing the transport or when the shipment with the goods leaves the AVRii warehouse for forwarding purposes. Release of the shipment should be understood as leaving the goods by AVRii at the disposal of the carrier or the Ordering Party, but the goods do not have to be loaded on the carrier's or Ordering Party's vehicle.



2. The Ordering Party who collects the goods using its own transport or through a carrier is responsible for proper securing of the load by using pallet movement limiters and clamping belts. Any damage resulting from improper transport shall not be borne by the Seller.
3. In the event of an involuntary delay in the shipment of the goods or in the event of the impossibility of shipping for reasons beyond the control of the Parties, the risk of loss or damage passes to the Ordering Party at the moment of notifying him of the readiness for shipment.
4. If, based on arrangements made in individual cases, AVRii bears the cost of transport, the risk of loss or damage nevertheless passes to the Ordering Party when the goods leave the AVRii warehouse, and any obtaining and paying for appropriate insurance is the responsibility of the Ordering Party.
5. If defects are found in the goods, the Ordering Party is obliged to refrain from assembling them, protect the goods against destruction and immediately notify AVRii.
6. If visible defects of the goods are discovered after unloading and assembly by the Ordering Party, AVRii shall not bear the costs related to the disassembly and reassembly of the goods.
7. In the case of shipment of goods to the end customer's address, the Ordering Party is responsible for the correct receipt of the Goods from AVRii and for indicating the entity performing the transport, as well as for appropriate authorization and instructing the end customer in the scope of collecting the goods from the entity performing the transport, in particular ensuring verification of the correctness and damage-free nature of the delivery in the presence of a representative of the entity performing the transport (courier) and, if necessary, stating the damage in the report. Failure to detect defects in the goods in the manner specified in the preceding sentence excludes AVRii's liability in the event of their subsequent detection.
8. If the Goods are to be delivered directly from Avrii to the end customer in the territory of a country other than Poland, bypassing the Ordering Party, the Ordering Party is obliged to immediately provide Avrii with information on how to organize transport and any other necessary information necessary to determine the correct tax consequences of the transactions in question.

§ 8 AVRii's liability

1. Liability for damage caused to the Ordering Party by AVRii (regardless of the legal basis) is limited to the net value of the invoice for the products that are the subject of the claim unless the damage was caused to the Ordering Party intentionally. This also applies to damage resulting from product defects. AVRii is responsible only for the loss incurred by the Ordering Party and is not responsible for any profits lost by the Ordering Party.
2. AVRii's liability under the warranty is excluded.
3. The Ordering Party is obliged to examine the goods very carefully immediately after their delivery. If a defect in the purchased goods is detected, which could not be detected by a very careful examination of the goods after their delivery, the Ordering Party must notify AVRii of the defect immediately (no later than 3 days) after the defect is discovered. If the defect does not



result from non-performance or improper performance of the contract by AVRii or is not a defect of the goods that can be attributed to the manufacturer, the Ordering Party is not entitled to claim compensation referred to in § 8 section 1 and may only request replacement of the goods. The replacement takes place, at AVRii's choice, by removing the defects (repair) or by delivering the item free from defects. In the event of repair, AVRii will cover the necessary costs only to the extent that they have not increased due to the transfer of the purchased item to a place other than the place of performance of the obligation. Repair or delivery of an item free from defects excludes all liability of AVRii.

4. Liability for personal injury (loss of life, bodily injury, damage to health) or liability arising from mandatory provisions of law on the principles set out in the provisions of Title VI of the Civil Code. on liability for damage caused by a dangerous product is not excluded.
5. To the extent not expressly regulated differently in the provisions of these General Terms and Conditions of Sale, any other liability of AVRii is excluded.
6. AVRii is not responsible for defects in goods of other manufacturers. AVRii provides the manufacturer's data and from that moment on excludes any liability for such defects.
7. Defective goods must be sent/handed over to AVRii or, if previously agreed between the Parties in writing under pain of nullity, to the supplier, providing the model and serial number of the product and a detailed description of the defects along with a copy of the delivery documents/invoices. All costs of transferring the goods to AVRii by the Ordering Party as part of a complaint, including in particular the costs of packaging and transport, are borne by the Ordering Party. The goods should be properly secured during transport by using pallet movement limiters and clamping belts. Failure to properly secure the goods during transport by the Ordering Party or the carrier results in the expiration of the right to request replacement of the goods (§ 8 section 3).

§ 9 Reservation of ownership rights

1. AVRii reserves the ownership of the goods until full payment of all fees related to the delivery of goods and services to the Ordering Party in the scope of a given order is received. Payment is deemed to have been made upon irrevocable crediting of AVRii's bank account. The Ordering Party grants AVRii the following securities, which AVRii should release at the Ordering Party's request if the value of the security significantly exceeds 20% of the claim.

2. If items owned by AVRii are combined with items not owned by AVRii in such a way that the items owned by AVRii cannot be separated from the whole, and the items owned by AVRii have a value much greater than the items not owned by AVRii, then the ownership right to the whole AVRii is entitled to such an item resulting from the merger to the same extent, for as long and under the same conditions as AVRii's right to items owned by AVRii.



3. If the items owned by AVRii have a value lower than the items with which they were combined, by § 9 section 2 above, AVRii becomes a co-owner of the combined item in proportion to the stated value of the items belonging to AVRii.

4. The Ordering Party should store items belonging to AVRii in a way that allows them to be identified as AVRii's property and will keep records of items identified as AVRii's property, the persons to whom it sells or sells them and the payments received from them in this respect. Upon request, the Ordering Party will enable AVRii to inspect the above records and the items themselves.

5. The Ordering Party may process and sell items with reserved property rights in the ordinary course of business unless this violates the Ordering Party's obligations. Establishing pledges and other security interests is not allowed.

6. To secure AVRii's claims related to the execution of the order, the Ordering Party assigns all receivables, including any debit balances for an open account, arising from sales or other legal transactions, as well as claims arising from the insurance of goods or claims due to tortious acts related to the goods to which the Ordering Party is entitled. subject to reservation of ownership in favour of AVRii. Immediately after such receivables arise, the Ordering Party is obliged to inform the entity against which the receivable was incurred about the assignment. AVRii authorizes the Ordering Party to collect on its own behalf, but on AVRii's account, all amounts that are due to AVRii as a result of the assignment. AVRii at the same time releases the Ordering Party from the obligation to transfer the collected amounts provided that the Ordering Party pays for the order for the goods for which ownership is reserved. The authorization referred to in the preceding sentence may be revoked if the Ordering Party avoids the obligation to pay.

7. In the event of access by third parties to items subject to retention of title, the Ordering Party shall indicate the ownership of AVRii and immediately notify AVRii of this fact.

8. In the event of a breach of contractual obligations by the Ordering Party, including failure to pay, delays in debt repayment, the event of applying to declare the Ordering Party bankrupt, submitting an application to initiate restructuring proceedings, placing the Ordering Party into liquidation, appointing a receiver, concluding an arrangement with creditors, insolvency of the Ordering Party, the Ordering Party is obliged to deliver the goods subject to retention of title to AVRii. The Ordering Party may release itself from the obligation to deliver the goods by paying the agreed price or delivering an identical item.

9. Taking possession or seizure of items subject to retention of title by AVRii does not constitute grounds for the Ordering Party to withdraw from the contract, suspend deliveries of undelivered items or suspend deliveries in progress. The takeover or seizure of items subject to retention of title by AVRii shall not be deemed to constitute termination of the contract. The parties mutually accept the above rights and obligations.



§ 10 Payments

1. The Ordering Party is obliged to pay invoices without delay in the manner and within the time indicated on the invoice. In the case of prices set in a currency other than PLN, settlements will be made in such a way that the price to be paid is the equivalent in PLN according to the current sales rate of a given currency announced by the National Bank of Poland on the day preceding the issuance of the invoice.

2. The parties may agree on a SEPA (Single Euro Payments Area Direct Debit) direct debit. If SEPA direct debit is agreed as a payment method between AVRii and the Ordering Party and the Ordering Party authorizes AVRii to settle payments in this mode (SEPA Direct Debit Mandate), the following provisions apply: AVRii usually notifies the Ordering Party about the upcoming direct debit after the invoice cycle (or via other means of communication mutually agreed with the Ordering Party) at least one calendar day before the due date of the direct debit ("prior notice"). In individual cases where the Ordering Party receives a credit note or amending document or cancels the transaction after issuing the invoice or prior notice, but before the date of the direct debit, the amount collected by this order may differ from the amount invoiced or included in the previous notification. Moreover, the amount collected by direct debit may differ from the amount invoiced or included in the previous notification also if the authorization for AVRii to settle payments by SEPA direct debit was granted by the Ordering Party in the form of a framework authorization covering several contractual relations (orders). In such cases, as agreed, the Ordering Party receives invoices and prior notices regarding individual contractual relationships, but if the deadlines of several direct debit orders coincide, the total amount of the receivables covered by them will be collected at once. The Ordering Party should ensure effective coverage of the account indicated in the authorization to settle payments by direct debit and ensure that AVRii can collect the amount due. This obligation also applies to situations in which the Ordering Party did not receive prior notice or did not receive it in advance.

3. Unless otherwise agreed, all invoices become immediately due and payable by AVRii direct debit from the Ordering Party's bank account.

4. Even if different regulations apply to the Ordering Party, AVRii has the right to record received payments to cover the most outstanding claims. If costs and interest are charged, AVRii may also record payments received at its discretion and in any order to cover individual receivables.

Recognition of payment by AVRii for any of the outstanding receivables does not require submitting an appropriate declaration to the Ordering Party.

5. Payment is deemed to have been made only when its amount is at AVRii's disposal. Payment by check is accepted only after its completion and becomes effective only when the check is finally collected.

6. In the event of a delay in the payment of amounts due to AVRii by the Ordering Party based on a VAT invoice:

- a. if the contract concerns a commercial transaction within the meaning of the Act of March 8, 2013, on counteracting excessive delays in commercial transactions (consolidated text: Journal of Laws of 2023, item 711), AVRii will be entitled to interest for delays in commercial transactions, by Art. 7 of the above-mentioned Act,
- b. if the contract does not concern a commercial transaction within the meaning of the provisions referred to in point (a). a), AVRii will be entitled to maximum interest for delay within the meaning of Art. 481 § 21 of the Civil Code.

7. Any debt, even if not due, becomes immediately due and payable if the Ordering Party is in default with the payment of any debt arising from any order if the AVRii merchant limit granted to the Ordering Party is exceeded, or if AVRii becomes aware of circumstances which, in the opinion of AVRii, effect on the creditworthiness of the Ordering Party, such as, in particular, suspension of repayments, the threat of insolvency or ongoing bankruptcy proceedings. In such cases, AVRii may suspend unrealized deliveries or make their delivery dependent on receiving an advance payment or security.

8. Suspension of deliveries or the exercise by AVRii of other rights provided for in these Terms and Conditions in the event of a delay by the Ordering Party deprives the Ordering Party of the possibility of pursuing any claims for non-performance or improper performance of the contract, in particular claims for damages caused to the Ordering Party as a result of the suspension of deliveries, the maturity of all receivables of the Ordering Party towards AVRii or the exercise by AVRii of other rights referred to above.

9. The Ordering Party has the right to deduct only those claims that have been adjudicated by a competent court or are undisputed.

§ 11 Prohibition of assignment

The possibility of assigning claims against AVRii to third parties is excluded unless AVRii gives its prior consent in writing under pain of nullity. AVRii is obliged to give such consent if the Ordering Party can prove the existence of a compelling interest that outweighs AVRii's interest in maintaining the prohibition of assignment unless it concerns claims generally not subject to assignment by S8 of these Terms and Conditions (warranty claims).

§ 12 Use of goods

The goods are intended for normal use in trade. They are prohibited from being used in critical security systems, nuclear facilities, military installations, for life-saving purposes and in the production of weapons, except with the written consent of the manufacturer.

§ 13 Intellectual Property Rights

All trademarks relating to goods, logos, copyrights, database rights and other rights protected as industrial or intellectual property rights ("Intellectual Property Rights") are and will remain the property





of the producers. To use the trademarks and other Intellectual Property Rights, it is necessary to obtain the prior written consent of the relevant manufacturers. AVRii excludes its liability for infringement of Intellectual Property Rights in the event of exporting the products by the Ordering Party from the country to which they were delivered by AVRii under these Terms and Conditions, as AVRii is not able to guarantee that in the country to which When these products are imported, all Intellectual Property Rights are protected.

§ 14 Confidentiality

1. Neither during the cooperation nor after its termination, the Ordering Party will not disclose or use any trade secrets, business secrets or other confidential information regarding AVRii, the parent company of AVRii and entities related to AVRii. Confidential information is any information received by one Ordering Party from AVRii, including technical, organizational or financial information, if this information has economic value for AVRii and has been made available on a confidential basis; confidential information includes, in particular, the content of the contract and the general terms and conditions of sale and the fact of its conclusion, all information made available directly or indirectly during the talks leading to the conclusion of this contract, as well as in connection with its performance during the term of the contract, as well as the fact and the course of cooperation between the Parties.
2. In case of doubts about whether a given information is confidential, the Ordering Party is obliged to ask AVRii to clarify such doubts and refrain from disclosing such information until it receives AVRii's position, and then act by the instructions contained in such a position.
3. If the Ordering Party obtains confidential information, the Ordering Party is obliged to protect this information, in particular, to protect it against theft, damage, loss or unlawful access, with at least the standard of care with which it protects its own sensitive technical, organizational or financial information.
4. The Ordering Party undertakes to keep confidential information secret, regardless of the form of its processing, and not to use, directly or indirectly, confidential information other than for the proper performance of the obligations specified in the contract.
5. The Ordering Party is not obliged to keep confidential information secret if:
 - a. confidential information is publicly known or has been made public by AVRii or another entity with the prior consent of AVRii, expressed in writing under pain of nullity,
 - b. The Ordering Party will prove that the confidential information was already known at the time of receiving it from AVRii to the Ordering Party,
 - c. The Ordering Party obtained confidential information by the law from a third party, if the provisions of law or a contractual obligation binding that person do not prohibit the disclosure of this information by that person and unless the Ordering Party has undertaken to maintain confidentiality,



- d. confidential information requires disclosure due to a decision of a court or public administration body, due to an obligation under applicable law or at the request of an entity conducting an audit or providing legal assistance.
6. In the event of any of the circumstances referred to in section 5 above, the Ordering Party disclosing confidential information is obliged to immediately notify the other AVRIL of the occurrence of this circumstance and inform the recipient of the confidential information about its nature.
7. In cases other than those mentioned in section 5 above, confidential information may be disclosed by the Ordering Party to a third party only after obtaining the prior consent of AVRIL, expressed in writing under pain of nullity. The obligation to obtain consent referred to in the preceding sentence does not apply to persons holding managerial positions and persons responsible for the implementation of cooperation with the Ordering Party, as well as its professional advisors (lawyers, experts, IT specialists), who in each case are obliged to become familiar with confidential information only to implement cooperation. In such a case, the Ordering Party ensures that the person to whom the confidential information was disclosed will undertake to maintain confidentiality on terms no less restrictive than those described in this agreement.
8. The Ordering Party undertakes to disclose this information only to members of its staff who need to know it, and to ensure that they undertake confidentiality obligations on terms no less restrictive than those described in this agreement.
9. Unless otherwise provided, AVRIL retains ownership of all information materials provided to the Buyer in connection with the contract, both during its validity and after its termination.
10. The Ordering Party undertakes not to make copies of any part or all of the confidential information.
11. In the event of termination of the contract for any reason, the Ordering Party is obliged to immediately return the confidential information media to AVRIL or destroy them, by the instructions provided by AVRIL. The Ordering Party is obliged to demonstrate the return or destruction of confidential information in writing within 14 days from the date of AVRIL's request.
12. For violation of the obligations provided for in this paragraph, the Ordering Party is obliged to pay AVRIL a contractual penalty of PLN 10,000 for each case of violation. AVRIL has the right to claim compensation to the extent exceeding the stipulated contractual penalty.

§ 15 Data protection and storage

1. The administrator of the data provided by the Ordering Party as part of registration or placing an Order is AVRIL.
2. The data will be processed to implement the contract, fulfil other legally justified purposes of AVRIL or data recipients and purposes to which the Ordering Party consents (including marketing purposes).
3. Detailed rules for the processing of personal data and the use of cookies are described in the privacy and cookies policy.

4. The Ordering Party confirms that AVRii provides suppliers/manufacturers with detailed information about the Ordering Party regarding its products, amounts, turnover, name and address (sales reporting to the end customer, so-called sellout reporting) to fulfil AVRii's binding contractual obligations, especially in the case of certain projects (sales to the end customer with support from suppliers/producers).

5. Moreover, the Ordering Party confirms that AVRii may transfer this data within the AVRii Group and to third parties as a means of implementing contracts and checking the execution of payments or for credit and debt collection decisions.

6. By accepting these Terms and Conditions, the Ordering Party consents to the processing by AVRii or entities acting on behalf of AVRii of the Ordering Party's voluntarily provided personal data for marketing and advertising purposes relating to the activities conducted by AVRii.

7. If it is necessary to entrust the processing of end customers' data, in particular, to ship goods to the end customer's address and conduct an end customer satisfaction survey, entrusting data processing will be based on a data processing entrustment agreement concluded with the Ordering Party in electronic form by the content posted on the platform constituting **Annex No. 1 to the General Terms and Conditions**. The contract will be concluded by highlighting its content by the Ordering Party and sending a scan of the signed contract to AVRii.

§ 16 Export

Goods, spare parts, technical data, software and documentation may be subject to export and import laws and regulations, including: in the Republic of Poland, the European Union, the United States of America and other countries to which imports are directed. If the Ordering Party exports goods outside the Republic of Poland, it must comply with all applicable export-import laws and regulations and obtain all applicable permits.

§ 17 Sanctions clause

1. The Parties acknowledge that the performance of the Agreement may be subject to trade prohibitions, export or import controls, embargoes or other trade restrictions imposed or enforced by the European Union or any Member State of the European Union, the United Nations Security Council, the United States of America, the Kingdom of Great Britain and Ireland, the country of residence of Avrii or the Buyer or the relevant institutions of any of the foregoing (Sanctioning Authorities).

2. In the event of introducing or re-introducing any sanctions, restrictions or other exclusions referred to in section 1 above, regarding the implementation of any of the elements of the subject matter of the contract, AVRii may be obliged to discontinue the performance of the contract or sales contracts concluded on its basis by the decisions of the Sanctioning Authorities, and in such a case AVRii is entitled to refrain from fulfilling the contractual obligations or to terminate it with excluding any liability for damages towards the Ordering Party or any third party.



§ 18 Notification obligation

The Ordering Party is obliged to notify AVRii of its intention to sell its enterprise in whole or in part, or lease the enterprise, establish a right of use thereon, pledge it, make a contribution to the company, change its legal form, merge with another entity or divide it, or about another significant factual or legal change related to the enterprise no later than one month before the date of the planned transaction or change, which also applies to the planned submission of a declaration on opening restructuring proceedings towards the Ordering Party, and in the case of an application for declaration of bankruptcy - within 7 days from the date of taking such activities or obtaining information about them by the Ordering Party.

§ 19 Special prices for projects

1. In the case of special prices offered by the supplier/manufacturer for a specific project for a specific end customer, the Ordering Party must provide AVRii with a copy of the proof of delivery and installation of the goods and a copy of the invoice issued to that end customer within 10 days of the relevant request.

2. The Ordering Party is obliged to follow the relevant guidelines for project management. This also applies to the period of storage of project documentation by legal provisions, including tax law. If the Ordering Party violates the guidelines issued by AVRii or the manufacturer, AVRii may invoice any unreasonably charged and paid amounts, and AVRii or the manufacturer may cease to offer the Ordering Party special prices for specific projects.

§ 20 Counteracting corruption

Cooperation between the Ordering Party and AVRii should be based on objective and transparent criteria and cannot illegally result from granting or accepting personal benefits, such as inappropriate gifts or invitations. Therefore, the Ordering Party will not offer or grant personal benefits to AVRii employees or entities related to AVRii that may or are intended to influence transactions or decisions made in trading. Moreover, the Ordering Party will oblige its employees not to grant or offer such benefits or to ask for them.

§ 21 Final provisions

1. All commercial relations between AVRii and the Ordering Party are subject to the law of the Republic of Poland. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

2. Any disputes or claims arising in connection with the existence, validity, interpretation, performance, non-performance or improper performance, termination of this contract or non-contractual



obligations arising from or related to this contract will be resolved by the court having jurisdiction over the registered office of AVRii.

3. If any of the provisions of the contract would be legally recognized in whole or in part by a court or other competent authority as invalid or ineffective, or if such invalidity or ineffectiveness would result from applicable legal provisions, or if any of the provisions of the contract would turn out to be impossible to perform in full or in part, the remaining provisions of the contract remain in force. Concerning provisions of the contract that are wholly or partly invalid or ineffective or wholly or partly impossible to perform, the parties undertake to negotiate in good faith substitute provisions that will, as far as possible, reflect the original will of the parties and the economic purpose of the invalid or impossible to enforce the provision, with particular emphasis on the purpose of concluding the contract.

4. The concluded contract and these Terms and Conditions, together with any documents to be delivered by or simultaneously with it, constitute the entire agreement between the Parties regarding the subject matter of the contract and supersede all previous written or oral agreements, negotiations, discussions, etc. between the Parties. There are no representations, warranties, conditions, other agreements or endorsements, express or incidental, expressed or implied, which form part of or affect this agreement. Neither Party relies on or considers the above-mentioned representations, warranties, conditions, other agreements or endorsements not expressly contained in this Agreement or the documents to be furnished hereunder. contracts or confirmations as important.

5. The titles used to designate individual points have only auxiliary meaning and should not be used to interpret the provisions of the contract.



PERSONAL DATA PROCESSING AGREEMENT

included on: _____ in Tarnów, between:

I. [name of the Company] with its registered office in [city], address: [street, city, postal code, country], tax identification number: [number], represented by:

[name and last name] – [function]

hereinafter referred to as the **Administrator**,

and

II. **Avrii sp. z o. o.** in Tarnów, 33-100 Tarnów, ul. Mroźna 8, entered into the National Court Register kept at the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register under KRS number: 0000783431, NIP: 993-067-20-75, REGON: 383167000, represented by: Edyta Witkowska -Grześkiewicz – President of the Management Board

hereinafter referred to as Processor

The Administrator and the Processor are hereinafter referred to jointly as the "Parties", and each of them individually as a "Party".

§ 1 SUBJECT OF THE AGREEMENT

1. This Entrustment Agreement is concluded in connection with an order placed by the Administrator based on the General Terms and Conditions of Sale of the Processor, constituting an independent agreement between the Parties ("**Main Agreement**") and for its execution. The processing of personal data in connection with the performance of the Main Agreement is subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons about the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**Regulation**").

2. Under this Agreement, the Administrator entrusts the Processor with the personal data of Customers (end recipients of the subject of the order), in particular: **name and surname, telephone number, e-mail address, residential address/business address, installation location and power of the PV installation.**

3. The Administrator declares that he is the administrator of the data referred to in section 2 above, within the meaning of Art. 4 point 7 of the Regulation or has been properly authorized by the data controller to further entrust them, and entrusted for processing under this Agreement.

4. The Processor processes personal data only to implement the General Terms and Conditions of Sale ("**Main Agreement**") and to the extent necessary for its implementation, in particular in the scope of delivery and conducting customer satisfaction surveys.

5. The Processor is obliged to process personal data by the Regulation, other applicable legal provisions and this Agreement.

6. The Processor declares that it has infrastructural resources, experience, knowledge and qualified personnel to the extent enabling proper performance of the Agreement, by applicable law.

§ 2 PURPOSE OF ENDORSING DATA PROCESSING

1. Personal data provided by the Administrator will be processed by the Processor only to provide services described in detail in the Main Agreement and only to the extent necessary to achieve this purpose, in a manner consistent with this Agreement.

2. The Processor processes personal data referred to in § 1 of this Agreement only upon the documented order of the Administrator, in particular through an order placed by the Administrator.

3. The Administrator will immediately inform the Processor if, in his opinion, the order given to him constitutes a violation of the Regulation or other provisions of the Union or a Member State on data protection.

§ 3 METHOD OF PERFORMING THE AGREEMENT IN THE FIELD OF PERSONAL DATA PROCESSING

1. When processing personal data referred to in § 1, the Processor undertakes to secure them by taking adequate technical and organizational measures to ensure the protection of the personal data being processed, i.e. securing personal data against disclosure to unauthorized persons, processing in violation of the provisions on protection of personal data, their change, loss, damage or destruction.

The processor is obliged in particular to:

- a. applying all technical and organizational measures to secure personal data, by the principles set out in Art. 32 of the Regulation;
- b. assisting the Administrator in fulfilling the obligations specified in Art. 32–36 of the Regulation;
- c. processing personal data only on the documented instructions of the Administrator, unless such an obligation is imposed on him by applicable national or EU law; in such a case, before starting processing, the Processor informs the Administrator about this legal obligation, unless this law prohibits providing such information due to important public interest;
- d. assisting the Administrator through appropriate technical and organizational measures in fulfilling the obligation to respond to the requests of the data subject in the exercise of his or her rights specified in Chapter III of the Regulation;
- e. ensuring that persons authorized to process personal data undertake to maintain secrecy unless they are persons obliged to maintain secrecy under the Act;

- f. keeping a register of all categories of processing activities carried out on behalf of the Administrator;
- g. in the event of a breach of personal data protection, notify the Administrator of such breach immediately, but no later than within 48 hours of its detection;
- h. after the end of the contract, depending on the Administrator's decision, deletion or return of personal data and deletion of all copies thereof, unless the provisions of mandatory law provide otherwise, and submit to the Administrator a statement confirming the fulfilment of the above obligation, at each request of the Administrator.

2. The Processor is entitled to further entrust the processing of Personal Data to further processing entities. The Processor ensures that it will only use the services of such further processing entities that provide sufficient guarantees of implementing appropriate technical and organizational measures so that the processing meets the requirements of the Regulation and protects the rights of persons whose data applies. The Processor is obliged to ensure that at least the same obligations are imposed on further processing entities as those imposed on the Processor in the Agreement.

3. The Administrator has the right to control the manner of performance of this Agreement by carrying out ad hoc inspections regarding the processing of personal data by the Processor, announced 7 days in advance, and requesting written explanations from the Processor. The Processor is obliged to cooperate with the Administrator or the entity indicated by the Administrator in all inspection and corrective activities.

4. The Processor is obliged to comply with the instructions and post-audit recommendations provided to it by the Administrator after the audit or inspection referred to in section. 3 above.

5. The Processor undertakes not to transfer Personal Data to third countries (i.e. outside the EEA).

§ 4 LIABILITY

1. The Processor is responsible for any disclosure, use or processing of the entrusted personal data in a manner inconsistent with the provisions of this Agreement, in particular for making the data available to unauthorized persons.

2. In the event of a violation of the provisions on the protection of personal data or the provisions of this Agreement for reasons attributable to the Processor, as a result of which the Personal Data Administrator will be obliged to pay compensation or will be punished with an administrative penalty or a fine, the Processor undertakes to cover only part of the costs incurred. costs resulting from his fault

§ 5 FINAL PROVISIONS

1. This Agreement is concluded for an indefinite period.

2. This Agreement may be terminated by the Administrator with immediate effect in the event of gross or repeated violation of the Agreement, Regulation or other applicable legal provisions regarding the





protection of personal data by the Processor. Termination of the Agreement must be in writing under pain of ineffectiveness.

3. This Agreement may be terminated by the Processor in the event of the Administrator's refusal to cooperate in the performance of obligations arising from this Agreement, the Regulation and other provisions of applicable law.

4. In matters not regulated by this Agreement, the relevant provisions of the Main Agreement, provisions on the protection of personal data and the provisions of the Civil Code shall apply.

5. Any changes to this Agreement must be made in writing under pain of nullity.

6. Any disputes arising from this Agreement will be resolved by the court competent for the registered office of the Processor.

Administrator

Processor

