

GENERAL TERMS AND CONDITIONS OF PURCHASE OF SMAY sp. z o.o.

Edition 3 (01.01.2023)

GENERAL PROVISIONS

1. These General Terms and Conditions of Purchase (hereinafter: "**GTCP**") form the general terms and conditions of contracts concluded by SMAY sp. z o.o. with registered office in Podłęże 678, 32-003 Podłęże, entered in the Register of Entrepreneurs kept by the District Court for Cracow-Śródmieście - Commercial Division XII of the National Court Register under KRS (National Court Register) number: 0000007764; NIP (Tax Identification Number) 6782821888; REGON (National Official Business Register): 356295933, share capital of PLN 50,000 paid up in full (hereinafter: "**SMAY**" or "**Buyer**"), form an integral part of the contracts (orders) regarding purchase by SMAY of goods, materials, equipment, devices, raw materials, components, documents or services (hereinafter: "**Goods**") from the supplier (hereinafter: "**Supplier**") and are binding for the Supplier and SMAY unless the Parties agree otherwise in writing.
2. These GTCP apply to all purchase and sale contracts, supply contracts, contracts of specific work (mandate) regarding Goods unless deviations excluding or limiting application of GTCP or certain provisions hereof are expressly agreed in writing. Neither any general terms and conditions of the Supplier, nor any provisions or terms deviating from these GTCP that the Supplier may include in its offer, specifications, pricelist, order confirmation or any other similar documents shall be binding for SMAY or modify these GTCP, unless expressly accepted by SMAY in writing.
3. In case of any discrepancies or conflicts, the order of priority of documents shall be as follows: (i) contract, (ii) Order, (iii) these GTCP, (iv) technical documentation and specifications, (v) other documents.

PURCHASE ORDER

4. SMAY shall place purchase orders for the Goods with the Supplier in writing or via electronic mail (hereinafter: "**Order**"). The Supplier shall confirm or reject the Order within 2 business days from the day of Order receipt. The confirmation or rejection shall be communicated in writing or via electronic mail and delivered to the SMAY's representative who placed the Order. In case of failure to communicate the Order confirmation or rejection within the time limit specified in this point, the Order shall be deemed accepted for execution with no objections.
5. If the Order is confirmed by the Supplier with changes and supplementations reserved, such an Order shall be deemed rejected unless SMAY accepts such changes and supplementation proposed by the Supplier in the form provided for in point 4 above.
6. If the Supplier commences Order execution without its confirmation, it shall be understood as Order confirmation and acceptance for execution by the Supplier.
7. Acceptance or confirmation of the Order shall be equivalent to conclusion of a purchase and sale contract regarding the Goods.

DELIVERY DATE

8. Meeting the delivery date is a material obligation of the Supplier. The Supplier declares that before accepting the Order, it made sure that materials, parts and other means required for timely execution of deliveries are available and declares that it is aware that failure to meet the delivery dates can result, in particular, in

production stoppages in SMAY's facilities and/or SMAY's liability towards its contractors.

9. The Goods delivery dates shall be specified in the Order or Order confirmation.
10. The delivery date can be changed only and exclusively based on SMAY's express authorisation granted in writing or via electronic mail.
11. If the Supplier is responsible for organisation of the transport of Goods, it shall consider the time typically required for Goods loading and unloading when determining the delivery date.
12. Prior to each delivery, the Supplier shall notify SMAY of the delivery 2 business days prior to its execution, specifying the planned date and time of delivery.
13. In case of incomplete deliveries, SMAY reserves the right to refuse to accept the delivery unless partial deliveries are provided for in the Order or Order confirmation. The delivery date shall be deemed met by the Supplier if the Supplier executes a complete delivery of Goods, including all required documents and certificates, in compliance with the Order or contract and these GTCP. SMAY reserves the right to refuse acceptance of a delivery executed earlier, i.e. prior to the date specified in the Order, and to return the delivery at the Supplier's expense and risk. However, if SMAY accepts the early delivery, the payment term runs from the delivery date determined in the Order.
14. If any delivery date for the Goods is at risk, the Supplier shall notify SMAY immediately, specifying the cause of the delay and expected time of delay. Notwithstanding the aforementioned, the Supplier shall take all measures required to execute deliveries on time.
15. In case of a delay in delivery of the Goods by the Supplier or a threat of a delay referred to in point 14 in excess of 14 days, SMAY can, without prejudice to any other rights or remedies it is entitled to, in particular: (i) demand execution of an express delivery of the Goods at the expense of the Supplier and/or (ii) order substitute performance of deliveries of Goods from a third party at the expense and risk of the Supplier and/or (iii) withdraw from the contract, in full or in part, in writing and/or (iv) charge the Supplier with the liquidated damages referred to in point 83 below of these GTCP below, and - irrespective of the aforementioned - SMAY reserves the right to pursue compensation from the Supplier due to failure to properly perform the Order, including but not limited to any delays and SMAY's costs related to production stoppage, according to general rules of the law.

TERMS OF DELIVERY, MARKING, PACKAGING, TRANSPORT

16. Unless the Order specifies otherwise, DDP (Delivered Duty Paid) rule (Incoterms 2020) shall apply to the delivery of Goods.
17. Deliveries shall be clearly, legibly and permanently marked during transport and storage according to good commercial practice and SMAY's requirements, including but not limited to the marking with the Supplier's name, in a manner enabling their efficient identification, unloading, acceptance and storage, and the Supplier shall place on the Goods or its packaging, label, instructions or in any other place information specifying the manufacturer's name, address and country of registered office.
18. The Supplier is responsible for selection of the means of transport and packaging of the Goods, ensuring avoidance of damage or

decline in the quality of Goods during transport, unloading, transloading and storage as well as facilitating their unloading, transloading and storage. Each item of the Goods shall be separated, secured against corrosion and damage, especially for a storage period of at least 6 months, and the applied packaging shall be adjusted to the weight and size of the Goods / item of the Goods.

19. If technically possible, the Supplier shall make shipment tracking possible for SMAY.

DELIVERY ACCEPTANCE, DELIVERY COMPLETENESS

20. Deliveries shall be deemed completed only and exclusively if all ordered items and quantities of the Goods are delivered along with the required documents, including but not limited to (if applicable) certificates, attestations, instructions, declarations of compliance, operating and maintenance documentation, warranty cards and other documents specified in the Order.
21. SMAY shall carry out quantitative acceptance of the Goods on delivery; however, if quantitative acceptance is not possible or is impeded on delivery, especially due to the method of packaging, type or specifics of the Goods, SMAY can carry out the quantitative acceptance procedure within 7 days from the delivery date.
22. The delivery shall be deemed completed after acceptance of the Goods is confirmed by SMAY in writing with no objections (hereinafter: "**Acceptance**"). In case of services, the proof of service completion shall be written service acceptance by SMAY with no objections issued after it is performed and reported for acceptance by the Supplier.
23. Acceptance of the Goods or service shall not exclude the right to report defects or non-conformities with the Order after the Acceptance and within the quality warranty and implied warranty period.
24. SMAY reserves the right to refuse Acceptance and collection of the Goods (service) if: (i) the Goods (service) do not meet the requirements specified in the order or do not comply with the applicable law, (ii) the Goods (service) have been delivered without required documents, including but not limited to quality documents, i.e. attestations, certificates or other documents required for proper use or required under the law or standards, (iii) the Goods have been delivered without a delivery note containing at least the Order number, specifications of supplied Goods, quantity, weight, details regarding the packaging and other information if required by the Order, (iv) the Goods (service) are incomplete, (v) the Goods (service) do not have the properties the Supplier guaranteed or do not meet the utility assumptions, are unsuitable for the intended use by SMAY due to reasons attributable to the Supplier, especially in the scope of workmanship or quality of materials used.
25. If the Goods are not accepted by SMAY, the Supplier shall collect the Goods from SMAY immediately, no later than within 7 days, and deliver replacement Goods free from defects and/or complete immediately, no later than within 3 business days from the refusal to accept the Goods, unless the Parties agree otherwise, all at the expense and risk of the Supplier. If defective or incomplete Goods are not collected by the Supplier within the time limit referred to above, SMAY can ship the Goods back to the Supplier, at the expense and risk of the Supplier.
26. If the delivery is incomplete, especially if the quantity of the Goods is lower than ordered, SMAY can, at its own discretion, accept the Goods conditionally and, in such a case, the Supplier shall deliver the missing part of the Order (which applies also to the documentation) immediately, no later than within 3 business

days from notice. After the missing part of the Order is delivered, the provisions of these GTCP regarding Goods Acceptance shall apply accordingly.

27. If the quantity of delivered Goods exceeds the ordered quantity, the Supplier shall collect the excess Goods from SMAY within 3 business days from SMAY's notice. If the Supplier fails to collect the excess Goods within the said time limit, SMAY can ship the excess Goods back to the Supplier, at the expense and risk of the Supplier, or order its storage to a third party, at the expense and risk of the Supplier. SMAY can also, at its own discretion, accept the excess Goods, applying the unit prices specified in the Order for the excess Goods.

OWNERSHIP TITLE TO THE GOODS AND TRANSFER OF RISK

28. The ownership title to the Goods shall be transferred to SMAY upon delivery of the Goods, irrespective of whether the price has been paid or not. If the price for the Goods is paid prior to the delivery, the ownership title to the Goods shall be transferred to SMAY upon payment.
29. The transfer and acceptance of the risk related to the Goods to and by SMAY shall take place upon inspection and Acceptance of the Goods by SMAY at the SMAY's warehouse or at the delivery place if the Order specifies a delivery place other than the SMAY's warehouse.

ENTRUSTED MATERIALS

30. If SMAY entrusts the Supplier with materials, tools, instrumentation or other devices (hereinafter: "**Entrusted Materials**") for the purpose of execution of the SMAY's Order, under the Order or any other contract, SMAY shall hold the ownership title to such Entrusted Materials and the risks related to the Entrusted Materials shall be transferred to the Supplier upon their entrustment to the time of their return and acceptance by SMAY, as confirmed in a protocol, unless the Parties agree otherwise.
31. The Entrusted Materials in the Supplier's possession shall be properly marked as SMAY's property, stored separately from other materials of the Supplier and their use shall be properly registered by the Supplier.

QUALITY

32. The Supplier accepts full liability for the quality of Goods supplied to SMAY.
33. The Supplier warrants that the Goods sold by it meet the quality requirements, are brand new, properly, permanently and legibly marked in compliance with the requirements prescribed by the law, including community regulations. To prove the above, the Supplier shall present all legally required documents to SMAY.
34. The Supplier is responsible for proper recording and identification of both materials and produced Goods, from the time of delivery of the materials to the time of shipment of the Goods to SMAY. Such records must enable identification of the production batch from among the supplied Goods.
35. The Supplier shall - having agreed upon a date with SMAY, no later than within 2 months from notice - provide SMAY's representatives with access to all sites involved in execution of the Order and enable conducting an audit, inspection or acceptance of the Goods at the site of the Supplier or its suppliers.
36. Goods originating from abroad shall be delivered together with translations of quality certificates, certificates of conformity and product instructions to the language specified by SMAY. As for other documents referred to above, in case of periodical

deliveries, they shall be translated for each delivery (batch) and sent to SMAY no later than on the delivery date unless the Parties agree otherwise.

WARRANTY

37. The Supplier grants a quality warranty for the period of 24 months from the Acceptance of Goods unless the Parties agree upon a longer period.
38. The Supplier represents and warrants that the Goods, in particular: (i) are new, of good quality, free from any legal, design, material, structural or workmanship defects and are suitable for the agreed intended use, (ii) comply with the Order, specifications and requirements specified in the Order, (iii) are accompanied with all information, instructions and documents required for their proper and safe use, (iv) are free from any encumbrances, pledges and third-party rights, (v) do not infringe any patents, copyrights, trade secrets or other intellectual and industrial property rights of any third parties and (vi) have been produced, are stored and transported in compliance with all applicable laws of the country of their production, transit and storage.
39. Should a defect be found in the Goods within the warranty period, SMAY shall send a defect report to the Supplier in writing or via electronic mail, to the e-mail address specified in the Order.
40. The Supplier shall review the Goods defect report within 3 business days from receipt of the report - otherwise, the defect shall be deemed confirmed by the Supplier.
41. In the case of a defect of the Goods, the Supplier shall, at its own expense and risk, even if excessive expenses are required, at SMAY's discretion: (i) replace defective Goods with Goods free from defects within the time limit set by SMAY, no longer, however, than 7 days from receipt of the report by the Supplier, unless SMAY consents to a longer time limit, or (ii) repair the defective Goods within the time limit set by SMAY, no longer, however, than 7 days from receipt of the report by the Supplier, unless SMAY consents to a longer time limit, or (iii) in case of major defects - collect the defective Goods and refund the full price paid for the Goods to SMAY within 7 days from SMAY's request, or (iv) reduce the Supplier's remuneration if the defects of the Goods cannot be rectified or, in the opinion of SMAY, their rectification is purposeless or impeded.
42. Any defects of the Goods that hinder or prevent the intended use of the object or its parts or that are in breach of the principles of safety shall be rectified by the Supplier immediately.
43. In case of a threat for the safety of users or property of SMAY or its customers in connection with existence of a defect or failure, SMAY can perform the necessary activities or engage a third party at the expense and risk of the Supplier to remove the threat or defect, with no court authorisation required. In such a case, SMAY shall notify the Supplier immediately of performance of such necessary activities.
44. The Supplier authorises SMAY to perform substitute rectification of the defect at the Supplier's exclusive expense and risk if the Supplier fails to rectify the defects or to rectify them on time or if defect rectification is ineffective or performed improperly - with no court authorisation required.
45. If it is reasonable or necessary in the given case for the defect to be rectified directly in the place, building or facility where the Goods are installed, in-built or located, the Supplier shall rectify the defect directly in such a place, at its own expense and risk.
46. The Supplier shall be charged with all costs of rectification of the defects of Goods, including but not limited to the costs of disassembly, reassembly, transport, security, restoration of the

site to the state from before the defect, auxiliary costs, costs of inflicted damage, etc.

47. SMAY can assign the rights resulting from the quality warranty or implied warranty granted by the Supplier to third parties and such third parties shall have the right to further assignments, to which the Supplier consents.
48. Upon each request of SMAY, the Supplier shall submit a warranty declaration to SMAY. In case of any discrepancies between the warranty declaration submitted by the Supplier and these GTCP, these GTCP shall prevail.
49. In addition to the rights under the quality warranty, the Supplier shall bear liability under implied warranty for defects towards SMAY according to the provisions of the Polish Civil Code. The period of the implied warranty granted by the Supplier shall be equal to the period of the quality warranty granted by the Supplier.
50. The quality warranty and implied warranty shall be extended by the time running from the defect report to its removal. After replacement or major repair of Goods, the quality warranty and implied warranty shall run anew.
51. The period of availability of spare parts for the Goods delivered by the Supplier shall be at least 5 years from the Acceptance of Goods by SMAY unless the Parties agree otherwise. Should spare parts be unavailable within the period referred to in the previous sentence, the Supplier shall be charged with all related costs and/or compensations.

PRICES

52. The prices for the Goods shall be each time specified in the Order. All prices are fixed, are the full remuneration for the Goods and all considerations and costs specified in the Order and these GTCP, including but not limited to the costs of transport, taxes, customs duties, fees, packaging costs, insurance costs, unless the Parties agree otherwise in the Order or Order confirmation.
53. The prices referred to in point 52 above do not include VAT which shall be charged according to the effective provisions of the law and principles regarding the said tax.
54. The Supplier declares that it will raise no claims connected with an increase in costs of Delivery execution or underestimation of costs of Delivery. Furthermore, the Supplier waives all claims in case of change of economic relations that was not expected by the Parties when concluding the contract.

TERMS OF PAYMENT

55. Payment for the Goods shall be made on the basis of a correct VAT invoice delivered to the registered office of SMAY.
56. Unless the Parties agree otherwise in the Order (contract), the payment term shall be 60 days and shall run from the day of delivery of a correct VAT invoice to the registered office of SMAY or from the day of Acceptance of the Goods (acceptance of the service), whichever is later. The payment shall be made by transfer to the Supplier's bank account specified in the invoice. The day of payment shall be the day the SMAY's bank account is charged.
57. The Supplier shall specify a bank account for payment that is entered in the list referred to in Article 96b(1) of the Act on Value Added Tax of 11 March 2004. If the account referred to above is not entered in the list, SMAY can: (i) withhold the payment until the Supplier specifies a bank account entered in the list in writing, or (ii) make the payment to the bank account specified by the Supplier and not entered in the list referred to above and report the payment to the head of the tax office proper for the Supplier.

If exercise of the rights referred to in the previous sentence in point (i) or (ii) causes a delay, such a delay shall not be a basis for charging of any interest for late payment or for any other claims of the Supplier.

58. Payment of the remuneration for the Goods shall be made to the Supplier with use of the split payment mechanism, and the Supplier undertakes to accept the payment made in this mode.
59. In addition to the information and data required under the governing law, the Supplier shall specify the following in each invoice, or else the invoice will be rejected: (i) Order number, (ii) name of the goods or service, (iii) quantity, unit of measurement, (iv) unit price, (v) declaration that it is an active VAT taxpayer and does not apply subjective VAT exemption, (vi) clause: "Split payment mechanism" and (vii) clause "The claim resulting from this invoice is subject to the prohibition of assignment to third parties".
60. Any transfer by the Supplier of any claims due to it from SMAY to any third parties without SMAY's consent shall be null and void.
61. If SMAY files a quantitative or qualitative complaint regarding the Goods, SMAY can withhold the payment for the Goods until the complaint is resolved. Such a withholding shall not be treated as a delay in payment and all interest for late payment or any other claims of the Supplier connected with the delay are excluded.
62. The Parties agree that if a payment term exceeding 30 days is agreed by the Parties, the agreed price includes the interest referred to in Article 5 of the Act on Counteracting Excessive Delays in Commercial Transactions of 08.03.2013 (consolidated text: Journal of Laws of 2022, item 893, as amended) - i.e. for the period from the 31st to the 60th day of the payment term.

COPYRIGHTS AND RELATED RIGHTS

63. The subject of this Clause is regulation of the issue of use by SMAY of the copyrights and other intellectual property rights held by the Supplier to the materials provided to SMAY as part of the commercial cooperation between the Parties, including but not limited to: (i) photographs of the Goods, (ii) Goods rendering and 3D models, (iii) charts and drawings connected with the Goods, (iv) Supplier's logo, (v) catalogues, catalogue sheets, instructions, descriptions, key advantages of the product, be it in paper or electronic form (hereinafter: "**Materials**").
64. The Supplier represents that: (i) the Materials provided to SMAY have been prepared or acquired as part of the business activity conducted by the Supplier and are free from any legal defects and, in particular, their use and dissemination is not in breach of any proprietary copyrights or personal copyrights of any third parties, (ii) it holds exclusive and full proprietary copyrights to the Materials, which means, in particular, that no party other than the Supplier is authorised to dispose of them or use them without the Supplier's consent, (iii) there are no restrictions in disposal of the proprietary copyrights to the Materials by the Supplier or in exercise of the personal copyrights to the Materials by the Supplier, (iv) conclusion of the contract is not in breach of any rights of any third parties and does not require confirmation with third parties or authorities.
65. Under the concluded Order/contract, the Supplier grants SMAY a non-exclusive licence for use of the Materials or any part thereof, in all currently known fields of use, including but not limited to: (i) input into computer memory and intranet of SMAY, (ii) sharing on a website or any domains belonging to SMAY, (iii) dissemination in social media channels and third-party services cooperating with SMAY, (iv) publication in printed materials and other forms of display, (v) dissemination of the Materials in video materials, (vi) dissemination in any other manner and with use of

- any techniques, (vii) fixed or temporary recording and reproduction of Materials, in full or in part, with use of any technique, especially printing, reprographic, magnetic recording or digital techniques, (viii) public performance, exhibition, display, broadcast and rebroadcast as well as public sharing of the Materials in such a manner that anyone can access them at the time and place chosen by them, (ix) modification, change, development, including division and combination, in full or in part, with other materials, including creation of own advertising and promotional materials incorporating the provided Materials, translations (exercise of derivative copyrights).
66. The Parties mutually agree that the licence fee for use of the Materials is included in the price of the products purchased by SMAY from the Supplier.
67. SMAY can use the Materials crediting the author and without such credits, and the Supplier declares that it consents to it.
68. The rights referred to in the previous points can be exercised by the Buyer independently, without any consents of any persons.
69. The provisions of this Clause apply accordingly to all other intellectual property rights expressed (incorporated) in the provided Materials (such as rights to trademarks or industrial designs), including those that are not works within the meaning of the copyright law.
70. Use of the licence for the Materials shall be unlimited in time or territory.
71. SMAY reserves the property rights and copyrights to all drawings, designs, calculations, illustrations and other documents provided to the Supplier. The Supplier cannot use such documents for any purposes other than related to execution of the Order, and they shall be returned to SMAY upon Order completion with no additional requests.
72. Should any intellectual property rights arise for the Supplier as a result or in connection with execution of the Order, the Supplier undertakes to assign such rights in full to SMAY. In such a case, the price for the Goods includes the fee for assignment of such intellectual property rights.

CONFIDENTIALITY

73. The Supplier undertakes not to disclose any information that is a trade secret of SMAY and which it acquired in connection with conclusion or execution of the Order or any other contract concluded with SMAY as well as not to disclose any confidential information connected with cooperation between the Parties, including but not limited to any technical, technological, commercial, financial, organisational, know-how, operating information, research, analyses, studies, designs, specifications, drawings, plans and any other information SMAY is in possession of or which regards SMAY (hereinafter: "**Confidential Information**") and which has been provided or made available to the Supplier in any form (in writing, in a documented, oral or visual form), or which has been reviewed or of which it has acquired knowledge during visits in SMAY's facilities and which, at the time of disclosure, is (i) designated as confidential (or similar) information and/or (ii) is disclosed in confidential conditions and/or (iii) would be treated as confidential by Parties applying reasonable business assessment.
74. The non-disclosure obligation in the aforementioned scope does not apply to the situation when the obligation to disclose specific information results from the commonly governing law and does not apply to information that is publicly available or enters the public domain due to reasons other than actions or inactions of the Supplier or which must be made available under the

commonly governing law or has been obtained by the Supplier from a third party not bound by a non-disclosure clause.

75. Confidential Information shall be used by the Supplier only in the scope directly related to the purpose for which it is provided.
76. Before any Confidential Information is disclosed to its employees, co-workers or representatives, the Supplier shall obtain a written undertaking of such employees, co-workers and representatives that they will keep the Confidential Information in secrecy, under terms not less restrictive than those provided for in these GTCP. The Supplier shall restrict access to Confidential Information only to those of its representatives, employees and co-workers who need to know it in connection with performance of the contracts concluded with SMAY.
77. Disclosure of Confidential Information by the Supplier to any third parties other than those specified in point 76 above, including but not limited to its subcontractors, sub-suppliers, consultants, advisors, etc. requires (i) prior written consent of SMAY and (ii) the third party to sign the undertaking to keep Confidential Information in secrecy, under terms not less restrictive than those provided for in these GTCP.
78. The Supplier is liable towards SMAY for any breaches of the provisions of this Clause by the persons referred to in points 76 and 77 above as for its own actions.
79. To avoid any doubts, neither these GTCP grant nor disclosure of any Confidential Information by SMAY to the Supplier provided for herein is equivalent to granting of a licence in relation to any patents, copyrights or trademarks, and any licence regarding such intellectual property rights shall be granted expressly in writing.
80. If the Supplier breaches any non-disclosure obligations provided for in points from 73 to 82, SMAY can terminate the orders or contracts with the Supplier with immediate effect.
81. The Supplier undertakes to rectify all and any damage incurred by SMAY in connection with the breach of the non-disclosure obligation, including actions and inactions of the persons referred to above in points 76 and 77 above.
82. The provisions regarding the non-disclosure obligation shall survive termination of Orders and contracts between the Parties for any cause for the period of 10 years from the said termination.

LIABILITY, LIQUIDATED DAMAGES

83. The Supplier shall be liable for all and any damage inflicted to SMAY directly or indirectly as a result of breach of the Supplier's obligations resulting from the contract and these GTCP.
84. The Supplier shall pay liquidated damages to SMAY: (i) for any delay in execution of the delivery amounting to 0.2% of the total nett price of the given Order for each day of delay, not exceeding 15% of the total nett price of the given Order, (ii) for disclosure of the Confidential Information referred to in points from 73 to 82 above in breach of the Order and these GTCP in the amount of PLN 50 000.00 for each incident.
85. Payment of liquidated damages does not exclude seeking compensation in excess of the reserved liquidated damages according to the general rules of law.

PERSONAL DATA PROTECTION, GDPR

86. SMAY declares that it is the controller of personal data, within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the

European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ EUL No. 119, p. 1) (hereinafter: "GDPR"), of the persons specified in the contract as the persons representing the Party, contact persons or persons responsible for performance of specific tasks arising from the contract as well as persons whose data are supplied to the other Party at a later date in connection with contract performance, and undertakes to make such data available to the other Party in the scope necessary for due performance of the contract.

87. Each Party undertakes to process personal data in compliance with the contract, GDPR and other commonly governing laws applicable to the given Party.
88. The Supplier undertakes to perform the information obligation towards the persons appointed by it, as specified in point 86, on behalf of SMAY, including informing them about making their data available to SMAY in the scope and for the purposes specified above, including but not limited to the information required under Articles 13 and 14 of GDPR. The SMAY's information on the terms of processing of personal data forms an appendix hereto. When performing the information obligation on behalf of SMAY, the Supplier accepts no liability for the scope or content of the said information.

MISCELLANEOUS

89. In performance of Article 4c of the Act on Counteracting Excessive Delays in Commercial Transactions of 08.03.2013 (Journal of Laws of 2021, item 424, as amended), SMAY hereby declares that it holds the status of a large entrepreneur within the meaning of Article 4(6) of the above Act.
90. For the purpose of these GTCP, the Parties understand business days as days from Monday to Friday, excluding public holidays within the meaning of the Act on Days Free from Work of 18.01.1951 (consolidated text: Journal of Laws of 2020, item 1920).
91. If the Supplier generates waste in connection with execution of the Order, it is responsible for the disposal of generated waste in a manner ensuring protection of human health and life as well as protection of the environment, according to the governing law.
92. Should any provision hereof be invalid, it shall not affect the validity of the entirety of the GTCP.
93. SMAY reserves the right to change these GTCP. Any changes of the provisions shall be effective for the other Party upon delivery to the other Party in the manner agreed by the Parties for their commercial relations and enabling familiarisation with them, i.e. by way of publication on the website www.smay.pl.
94. These GTCP are governed by and shall be interpreted according to the law of the Republic of Poland. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
95. All disputes arising from performance of contracts based on these GTCP that cannot be resolved amicably by the Parties shall be resolved by the common court of proper venue serving the address of the registered office of SMAY.
96. These GTCP enter into force on 01.01.2023

INFORMATION ON THE TERMS OF PROCESSING OF PERSONAL DATA

The personal data controller is Smay Sp. z o.o., a member of a Group (the joint controllers within which are PHP Smay Marek Maj, Smay Serwis Michał Maj), with registered office in Podłęże 678, 32-003 Podłęże. To contact us, send an e-mail to: odo@smay.eu

The personal data will be processed for the following purpose:

- performance of the contract or taking actions on request of the person the contract regards under Article 6(1)(b) of GDPR, and potential defence against claims or pursuit of claims under Article 6(1)(f) of GDPR,
- accounting and tax settlements under Article 6(1)(c) of GDPR,
- under Article 6(1)(a) of GDPR - for the purposes resulting from the granted consent for processing of personal data.

The recipients of personal data will be: e-mail and server hosting providers, third-party providers of HR and accounting software.

The personal data will be stored for the period of 3 years from the date of contract completion (data required to perform the contract) and 6 years from the date of invoice issue (settlement data), save for the exception where the data are processed on the basis of a granted consent in which case the data will be processed until the consent is withdrawn or the purpose for processing ceases to exist.

Providing personal data in the scope of identification, contact and settlement data is necessary for the purpose of conclusion and performance of the service contract. Failure to provide such data makes conclusion and performance of the contract impossible.

Providing other personal data is voluntary. Failure to provide such data makes pursuit of the purpose the consent was granted for impossible.

We hereby about inform about the right:

- to access your data, rectify them, restrict processing and to have your data erased in the cases provided for in Article 17 of GDPR,
- to portability of processed data, under Article 6(1)(a) and (b) of GDPR, to another controller, provided that it is technically feasible, and the right to receive a copy of data in a structured format; however, this right can be exercised only if the processing is automated,
- to withdraw the consent for processing of personal data, if granted. Withdrawal of the consent for processing of personal data does not affect the lawfulness of processing performed prior to the withdrawal,
- to file a complaint with the Personal Data Protection Office, ul. Stawki 2, 00-193 Warsaw, kancelaria@uodo.gov.pl.

We also inform about the right to object to the processing of personal data for the purpose of potential defence against claims or pursuit of claims.