

**§1. General Provisions**

1. These General Terms and Conditions (GTC) apply to all sales, deliveries, and services concluded by the Seller with Buyers who are entrepreneurs within the meaning of Article 4 of the Entrepreneurs' Law Act.
2. The GTC constitute an integral part of every contract concluded with the Seller, regardless of the form of its conclusion. The application of any other terms and conditions of the Buyer, in particular general purchase terms, is excluded unless the Seller expressly accepts them in writing.
3. The GTC also apply to all future deliveries and services provided to the Buyer, even if they are not submitted again.
4. By placing an order, the Buyer confirms having read and accepted the GTC.

**§2. Conclusion of Contract**

1. A contract is concluded exclusively upon written or electronic confirmation of the order by the Seller.
2. The Seller's commercial materials (including catalogues, brochures, technical descriptions, offers, visualisations) are for informational purposes only and do not constitute an assurance within the meaning of Article 556<sup>1</sup> of the Civil Code, unless expressly marked by the Seller as binding.
3. The Seller retains full copyright and ownership rights to any materials provided to the Buyer, including designs, drawings, cost estimates, technical specifications, samples, and documentation. These materials may not be reproduced or disclosed to third parties without the Seller's consent.

**§3. Prices, Additional Costs and Right to Change Prices**

1. All prices are quoted as net EXW (Incoterms 2020) and do not include transport, packaging, insurance, additional fees, or VAT.
2. Standard packaging is subject to fees according to the current price list. Non-standard or special packaging is priced individually.
3. The Seller is entitled to adjust the price after the conclusion of the contract in the event of changes in production costs, raw materials, transport, wages, or other operational costs. The Buyer will be notified of the change, and the new price applies on the delivery date.
4. The payment term is 14 days from the invoice date unless otherwise agreed.
5. In case of delayed payment, the Seller is entitled to charge:
  - statutory interest for late payment in commercial transactions,
  - compensation for debt recovery costs in accordance with the Act of 8 March 2013.
6. The Seller may suspend the execution of current and future orders until outstanding payments are settled.
7. The Seller is entitled to request advance payment of all or part of the price at any time, including during ongoing cooperation.

**§4. Orders and Cancellations**

1. Buyer's orders must specify the technical, quantitative, and qualitative parameters of the goods.
2. The Seller may decline the execution of an order without stating a reason.
3. The Buyer may cancel an order only with the Seller's written consent. The Seller is entitled to charge a cancellation fee of up to 100% of the order value, depending on the production progress or the specificity of the goods.

4. Goods made to order, non-standard items, and goods processed according to the Buyer's specifications cannot be cancelled or returned.

#### **§5. Deliveries and Risk**

1. Delivery dates are approximate. The Seller is not liable for delays resulting from force majeure, transport disruptions, breakdowns, material shortages, production stoppages, or other events beyond the Seller's control.
2. The Seller is entitled to make partial deliveries.
3. The risk of accidental loss or damage to the goods passes to the Buyer at the moment of:
  - handing the goods over to the carrier, or
  - making the goods available for collection at the Seller's warehouse.
4. In case of delayed collection, the Seller may charge storage fees.
5. The Buyer bears the cost of re-delivery if the goods are not collected.

#### **§6. Documentation**

1. The Seller supplies a standard set of documents: invoice, packing list, transport documents.
2. Additional documents (certificates, declarations, tests, quality reports) are subject to fees according to the price list.

#### **§7. Retention of Title**

1. The Seller retains ownership of the goods until full payment of the sale price.
2. If the goods are seized by third parties, the Buyer must immediately inform the Seller.
3. If the goods are processed or combined with other components, the Seller obtains co-ownership of the new item in proportion to the value of its goods.
4. In the event of delayed payment, the Seller may demand the return of the goods at the Buyer's expense.

#### **§8. Complaints, Warranty and Liability**

1. The Buyer is obliged to inspect the goods upon receipt. Defects must be reported within 7 days.
2. The Seller is entitled to two attempts to repair or replace the goods. If these attempts fail, the Buyer may request a price reduction or withdraw from the contract.
3. The warranty period is 12 months.
4. The warranty does not cover:
  - normal wear and tear of materials,
  - damage resulting from improper installation, use, or storage,
  - use contrary to instructions,
  - consumable parts (gaskets, technical glass, mica shields, etc.).
5. The Seller's liability is limited exclusively to actual damage (damnum emergens). The Seller is not liable for lost profits, indirect damages, downtime costs, or consequential damages.
6. The Seller's total liability may not exceed the gross value of the order to which the claim relates.
7. Liability is excluded except for damage caused intentionally.

**§9. Seller's Right of Withdrawal**

1. The Seller may withdraw from the contract with immediate effect in the event of:
  - payment delay exceeding 14 days,
  - failure to collect the goods,
  - the Buyer's failure to fulfil cooperation obligations,
  - occurrence of events preventing delivery.
2. Withdrawal requires written form.

**§10. Final Provisions**

1. In matters not regulated herein, the provisions of the Civil Code apply.
2. The competent court for disputes arising from the conclusion or execution of contracts is the court of the Seller's registered office.
3. The invalidity of individual provisions of the GTC does not affect the validity of the remaining provisions.
4. The GTC are made available electronically and in paper form upon the Buyer's request.

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