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**GENERAL CONDITIONS FOR SALES AND SUPPLY**  
**COFFEE SERVICE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (LIMITED LIABILITY COMPANY)**  
**with its registered seat in Warsaw**  
**in the scope of the sales and delivery of goods and services**  
**valid from 01.06.2021.**

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**I. GENERAL PROVISIONS**

1. In these GCSS, the following expressions and terms will have the meanings as defined below:
- 1.1. **Supplier** - Coffee Service Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered seat in Warsaw (02-306) at ul. Niemcewicza 26/U7, entered in the register of entrepreneurs of the National Court Register held by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under NCR (KRS) no. 0000184254, Tax Identification Number (NIP): 5261342512, National Business Registry Number (REGON): 011985964, with the share capital of PLN 110,000.00, Waste Database (BDO):000063392.
  - 1.2. **Materials** - materials provided to the Supplier by the Recipient in connection with the performance of the Order, in particular such materials as a logotype, logo, trademark, drawing or visualization and other commercial signs, the use of which is necessary for the performance of the Order.
  - 1.3. **Recipient** - an entity (i.e., a natural person, a legal person, or another entity without legal personality) that purchases Goods or Services from the Supplier, irrespective of whether its seat is located in Poland or abroad.
  - 1.4. **Offer** - a price offer prepared by the Supplier for the Recipient concerning Goods or Services indicated by the Supplier.
  - 1.5. **GCSS** - the present document, i.e., the General Conditions for Sales and Supply
  - 1.6. **Confirmation of an order** - a document issued by the Supplier, which confirms the conditions under which the Order shall be executed.
  - 1.7. **Specification** - a generic, qualitative, and quantitative specification prepared by the Supplier in accordance with the Recipient's guidelines and accepted by the Recipient.
  - 1.8. **Parties** - the Recipient and the Supplier.
  - 1.9. **Goods** - the products sold by the Supplier at the Recipient's commission on the terms and conditions specified in the GCSS and the Order Confirmation.
  - 1.10. **Contract** - concluded between the Parties in writing or via e-mail (including as a result of placing and accepting the Order), respectively, for sales or contract for supply of Goods or Services.
  - 1.11. **Services** - services provided by the Supplier at the Recipient's commission as part of the Supplier's business activities conducted.
  - 1.12. **Order** - a request, submitted by the Recipient to the Supplier in writing or in a document form (in particular via e-mail) for the supply of specified Goods or Services to the Recipient.
2. The GCSS specify the general rules, on which transactions of sales and supply of Goods and Services are performed by the Supplier for the benefit of the Recipient.

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3. The GCSS constitute complete and the only regulations binding for the Parties as regards the supply and sales of Goods and Services from the Supplier's commercial offer. The GCSS constitute an integral part of any and all Contracts concluded by the Supplier, provided that in a situation where the Parties have agreed their rights and obligations in a separate written contract, the provisions of such written contract shall apply first and foremost, and the provisions of GCSS shall apply only in the scope not provided for in such a contract. Any exclusion of the application of the GCSS for a given Contract each time requires an express consent of the Supplier expressed in writing.
  4. The obligation to become familiar with the GCSS shall rest with the Recipient. The Recipient's failure to become familiar with the GCSS does not relieve him of the obligation to comply with the provisions of the GCSS.
  5. The content of the GCSS is made available to the Recipient in an electronic version on the Supplier's website [www.coffee-service.eu](http://www.coffee-service.eu) as well as in a paper form at the Supplier's registered seat.
  6. Submitting an Order by the Recipient shall constitute an acknowledgement and acceptance of the terms and conditions set forth below.
  7. If the Recipient remains in permanent commercial relations with the Supplier, acceptance of the GCSS by such Recipient in connection with a conclusion of one Contract shall be deemed as acceptance of the GCSS for subsequent Contracts concluded by him with the Supplier, unless the Parties provide otherwise.

## **II. PLACING ORDERS AND CONCLUDING CONTRACTS**

1. The condition for the supply or sale of Goods or Services is concluding a Contract between the Supplier and the Recipient together with simultaneous determination of commercial conditions binding during its execution.
2. The Contract is concluded by means of:
  - 2.1. the Supplier handing over the Offer and the Recipient accepting it or
  - 2.2. the Recipient handing over the Order and the Supplier confirming it.
3. In any case, the Supplier shall issue an Order Confirmation. The Contract shall be deemed concluded upon issuance of the Order Confirmation.
4. Any possibilities of implied (tacit) conclusion of the Contract shall be excluded.
5. Orders submitted by the Recipient in each case shall be treated as Orders submitted by a person authorized to make declarations of will on behalf of the Recipient.
6. The Recipient is obliged to place the Order in writing or in a document (in particular via e-mail).
8. The Recipient acknowledges that the ordered Goods or Service will be delivered to the Recipient in accordance with the terms and conditions set out in the Order Confirmation and Specification, including the established tolerances for quantity and quality.
9. In case of purchasing Goods constituting standard packaging, the Recipient is obliged to get acquainted with appropriate specifications for the ordered packaging available at the Supplier's website ([www.coffee-service.eu](http://www.coffee-service.eu)). Placing an Order shall be tantamount to accepting all the information contained in the specifications referred to in the preceding sentence.
10. The Offer, unless otherwise stipulated in its content, shall be binding for the Supplier for a period no longer than 30 (thirty) days from its receipt by the Recipient. Any and all changes made by the Recipient must be confirmed by the Supplier.
11. The Supplier reserves the right to refuse to accept an Order. No Order shall be binding on the Supplier unless expressly accepted and confirmed by the Supplier in accordance with the GCSS.

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12. Withdrawal of a Purchase Order confirmed by the Supplier by the Recipient requires the Supplier's consent.
  13. If the Order is cancelled, the Recipient shall pay the Supplier adequate compensation for the purchases which the Supplier will not be able to use for other purposes on the basis of a detailed breakdown of the costs incurred by the Supplier, which were objectively justified at a given stage of the Order.
  14. The Supplier shall be entitled to withdraw from the Contract by means of a written notice of withdrawal served on the Recipient, provided that the Supplier has first notified the Recipient of the occurrence of a breach, giving the Recipient an additional reasonable period of time to remedy the breach, not less than seven (7) days, and the Recipient has failed to remedy the breach within such additional period, in the event that the Recipient:
    - 14.1. fails to make any payment under the Contract within the specified period;
    - 14.2. breaches his material obligations other than those set out in point 14.1 above.
  15. Any and all agreements, assurances, promises or guarantees made orally by the Supplier's employees in connection with the conclusion of the Contract or the submission of an Offer are not binding.
  16. In the event of any discrepancy between the Offer, the Order, the Order Confirmation and the provisions of a separate written Contract, the following hierarchy of documents shall be assumed:
    - 16.1. the Order Confirmation,
    - 16.2. Provisions of the written contract,
    - 16.3. the Offer,
    - 16.4. the Order.

### **III. PRICE AND PAYMENT TERMS**

1. The price of the Goods or Services is confirmed in the Order confirmation.
2. VAT tax as well as other taxes that may apply in accordance with applicable law shall be added to the price. The Recipient shall pay all public and legal charges in connection with the supply and acceptance of the Goods or Services, including in particular any customs duty.
3. The VAT invoice confirming the sale of the subject matter of the Contract is issued by the Supplier at the moment of releasing the Goods from the warehouse or the moment of performing the Service.
4. Invoices are sent electronically with the consent of the Recipient or by post to the address indicated by the Recipient.
5. Payment for the delivered Goods or the performed Service will be transferred to the account indicated by the Supplier, on the basis of an invoice.
6. Payment for the Goods or Services will be made at the time indicated on the invoice.
7. Payment shall be deemed made once the full amount of the Price of the Goods or Services resulting from an invoice is credited to the Supplier's bank account.
8. In case of a delay in the payment of the price or any part thereof by the Recipient, the Supplier shall be entitled to charge statutory interest for delay in commercial transactions (within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions), as well as to seek reimbursement of any court costs, enforcement costs, legal representation, and vindication costs.
9. In case of the Recipient's delay in payment of remuneration or any part thereof, the Supplier shall also be entitled to suspend the execution of any Orders of the Recipient and execution of any

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other obligations for the benefit of the Recipient resulting from the Contracts concluded with the Recipient without any consequences. The Supplier shall notify the Recipient about suspending the performance of the Orders and other obligations due to a delay in the payment of the price or part thereof. The suspension of the execution of Orders and other obligations does not release the Recipient from the payment of the entire price. The Subject of the Order shall be delivered to the Recipient and, accordingly, the Supplier's obligations shall be performed only after the Recipient has settled all arrears in payment towards the Supplier.

10. The Recipient shall not be entitled to deduct the price of the Goods or Services resulting from the relevant invoice or any part thereof against any sums due to the Recipient from the Supplier unless expressly permitted by the Supplier in writing.
11. The Supplier can, at any time during the execution of the Contract, demand from the Recipient an appropriate advance payment towards the price of the Goods or Services, in particular, if he has reasonable doubts as to the financial standing of the Recipient or when the cooperation with the Recipient so far indicates delays in payments. The advance payment shall be payable within 7 (seven) days of the date of the call for payment.
12. If, after concluding the Contract, circumstances justifying an increase in the price of the ordered Goods or Services occur, such as, for example, an increase in prices of raw materials necessary to produce the Goods by at least 5 (five) %, introduction of additional statutory charges or an increase in their amount, the Supplier shall be entitled to an appropriate, unilateral increase in the price of the Goods or Services, subject to the obligation to indicate the reason for the increase. The increase cannot be higher than the actual increase of the price components.
13. In the event that the raw material delivered by the Recipient does not meet the quality or quantity requirements for the performance of the Service by the Supplier, the Supplier shall be entitled to change the price of such Service or refuse to perform it.
14. The Recipient shall be obliged to pay for the Goods or Services within the agreed time limit also in the event he lodged a complaint, and, in the event, there was a delay in accepting the Goods or Services for reasons attributable to the Recipient.

#### **IV. ORDER EXECUTION DEADLINE**

1. The Order is executed within the deadline each time agreed upon between the Supplier and the Recipient. Unless otherwise agreed upon in writing or in document form (in particular via e-mail), the delivery dates indicated in the Order Confirmation shall apply. The time limit for the completion of the Order is calculated from the moment when the Recipient provides the Supplier with all detailed information, documents, and Materials necessary to complete the Order.
2. Delays in delivery due to force majeure, strikes, production stoppages, shortages of raw materials, delays in the supply of raw materials, interference of state institutions as well as due to events which considerably complicate delivery, including changes in the Order originating from the Recipient for which the Supplier cannot be held responsible, shall entitle the Supplier to exercise the option to extend the delivery deadline by the length of the delay and the relevant time necessary to re-implement the activities - if the aforementioned circumstances occur.
3. The Supplier reserves the right to withdraw from the Contract. In the event that the delays referred to in point 2 above are prolonged, the Supplier shall notify the Recipient of the commencement and termination of delays in delivery immediately upon becoming aware of them.

#### **V. THE MANNER, PLACE AND TIME OF DELIVERY OF THE GOODS OR SERVICES, THE PASSING OF RISK**

1. The manner and place of delivery or collection of the Goods or Services shall be specified each time by the Parties and confirmed by the Supplier in the Order Confirmation.

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2. In case of the Recipient's delay in collecting the Goods or Services, the Supplier shall be entitled to charge a contractual penalty in the amount of 1% of the value of the Goods or Services not collected on time for each day of delay, calculating from the day following the date when the Goods should have been collected.
  3. In the event of a delay in collecting the Goods or accepting the Services, the Supplier, without prejudice to his other rights, shall be entitled to do the following:
    - 3.1. send the whole quantity of unclaimed Goods together with an invoice for the delivered Goods and a charge for the costs mentioned in point 2 above to the Recipient,
    - 3.2. put the Goods for safekeeping, at the risk and expense of the Recipient, under the condition of previously notifying the Recipient about the readiness of the Goods for delivery or dispatch and failure to collect the Goods by the Recipient before the end of a specified delivery period. At the moment of putting the Goods into storage the delivery shall be deemed to have been accepted by the Recipient within the meaning of the Contract.
  4. In case of deliveries of the Goods on returnable EPAL pallets, the Recipient shall return the pallets to the Supplier in the condition in which he received them immediately, however not later than within 30 days from the delivery date. Otherwise, the Supplier shall be entitled to charge the Recipient with the cost of the unreturned pallets in the amount stated on the document entitled "pallets to be returned". "Release from storage".
  5. The Recipient cannot refuse to accept a partial delivery of the Goods executed by the Supplier unless such acceptance would infringe on reasonable interests of the Recipient.
  6. All risks related to the Goods, including the risk of their loss or damage, shall be passed from the Supplier to the Recipient at the moment of physical delivery of the Goods to the Recipient or at the moment when the Recipient was supposed to take over the Goods in accordance with confirmation of the Order but failed to do so due to circumstances on his side. In the event of entrusting the Goods to a carrier, the risks, referred to in the preceding sentence, pass onto the Recipient at the moment of handing over the Goods to the carrier, irrespective of who bears the costs of transport.

## **VI. LIABILITY OF THE PARTIES**

1. The Supplier shall be liable for a failure to perform or improper performance of his obligations under the Contract resulting from his culpable action or omission.
2. The Supplier's liability, to the maximum extent permitted by mandatory provisions of applicable law, shall be limited to actual damage actually incurred by the Recipient, however, not higher than:
  - 2.1. the value of the amount equal to the selling price actually paid to the Supplier for the Goods or Services to which the Recipient's claim is related,
  - 2.2. if the Goods or Services have not been delivered - the value of the amount equal to the sales price of the Goods or Services specified in the Contract.

In particular, under no circumstances shall the Supplier be liable for loss of profits or indirect or consequential damages.

3. The Recipient shall take all reasonable steps to minimize the damage or loss referred to in point 2 above.
4. If the Goods are sold by the Recipient to a third party (including the disposal of a product in which the Goods have been installed or to which the Goods have been attached by the Recipient), the Recipient shall indemnify and hold the Supplier harmless against any product liability claims relating to the Goods (or such product in which the Goods have been installed or

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to which the Goods have been attached) made by such third party (or possibly other persons) to the extent that the Recipient is responsible for the defect giving rise to such liability.

5. Submission of the Order (including in the form of an acceptance of the Offer) by the Recipient is tantamount to his representation that:
  - 5.1. no recovery or bankruptcy proceedings or banking settlement proceedings have been initiated against his company, and there are no grounds justifying the initiation of such proceedings;
  - 5.2. no court or administrative proceedings are in progress, the outcome of which could significantly jeopardize the financial standing or existence of his company,
  - 5.3. no enforcement proceedings are underway against the assets of his company, and in particular, no bank accounts or other assets of his enterprise are subject to security or attachment by a bailiff.

## **VII. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

1. By placing an Order (including in the form of an acceptance of an Offer), the Recipient acknowledges and assures the Supplier that:
  - 1.1. he has all necessary rights to use and dispose of any Materials supplied to the Supplier during the term of the execution of the Order;
  - 1.2. The materials do not violate any law or intellectual or industrial property rights of third parties (in particular copyright and related rights), personal rights of third parties or any other rights of third parties;
  - 1.3. no person who owns rights to the Materials shall pursue any claims against the Supplier due to the Supplier's use of the Materials in accordance with the Order.
2. On account of the representations referred to above, the Recipient shall be solely responsible and shall indemnify and hold the Supplier harmless from any liability thereunder and shall replace the Supplier in defending against any third-party claims against the Supplier and shall repair any resulting damage (including reimbursement of any costs incurred by the Supplier) in the event that any of the above representations prove to be false, incomplete, or misleading. In particular, if the rights of third parties are infringed upon due to the Supplier's use of the Materials in accordance with the Order, the Recipient shall indemnify the Supplier against any obligation to provide benefits to such third parties and shall reimburse the Supplier for all costs incurred by the Supplier to counter claims related thereto.
3. By placing an Order, the Recipient authorizes the Supplier to use the Materials for the purpose of performing the Order and grants the Supplier a non-exclusive license to use the Materials without time and territory limitations in the manner required for proper performance of the Order.
4. By placing an Order, the Recipient authorizes the Supplier to publish the Recipient's logotype on the Supplier's website and as well as electronic and paper materials of the Supplier of a marketing or informational nature, referring to the fact that the Supplier provides services or fulfills the order for the Recipient. In addition, the Recipient allows the Supplier to use copies of finished products, which show the Materials provided to the Supplier by the Recipient in connection with the execution of the Order, for marketing or information purposes of the Supplier, as well as to publish on the Supplier's website and electronic and paper materials of a marketing or informative photos of finished products, which show the Materials provided to the Supplier by the Recipient in connection with the execution of the Order.

## **VIII. WARRANTY AND GUARANTEE**

1. The Supplier assures the Recipient that the delivered Goods comply with the rules of modern technology, including the requirements specified by the relevant provisions of the law in this

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respect, as well as contractual arrangements made with the Recipient, and that the Goods will function without disturbance, if used in accordance with their purpose. The Supplier grants the following:

- 1.1. a guarantee for the delivered Goods constituting equipment in accordance with the guarantee document handed over to the Recipient,
- 1.2. a 6 (six) months warranty for the remaining Goods or Services from the date of delivery.
2. The Goods must be stored, transported, and unloaded in accordance with the instructions contained in the documentation provided by the Supplier. In the absence of contrary provisions, the Goods shall be stored under the following conditions:
  1. dry, clean, enclosed rooms free from external weather conditions (such as rain, strong sun, frost),
  2. away from heating equipment, without exposure to acid vapours and organic solvents,
  3. optimum temperature between 10°C and 30°C,
  4. relative humidity maximum 70%,
  5. required seasoning time in production conditions before use - minimum 24h,
  6. it is recommended to store Goods (other than equipment) on pallets placed in storage racks.
3. If the Recipient is an entrepreneur, the Supplier's liability under warranty for defects is hereby expressly excluded.
4. The Recipient undertakes to verify the quality and quantity of collective packaging (pallets, cartons) at the moment of taking over the Goods. In the event when in the delivery of the Goods, executed by means of a transport company, there is any inconsistency which can be identified at the moment of the delivery of the Goods, the Recipient shall draw up a proper protocol signed by the representatives of the Recipient and the transport company executing this delivery. A note to this effect shall also be included on any documents accompanying the delivery. The documents should be sent to the Supplier no later than within 3 days from the date of finding the discrepancy. A lack of the protocol of inconsistencies drawn up, signed in accordance with the present point, shall be tantamount to the lack of possibility to submit a quality and quantity complaint regarding collective packaging (pallets, cartons) to the Supplier.
5. The Recipient undertakes to verify the quantity of the delivered Goods. If a discrepancy is found, the Recipient shall send a relevant protocol to the Supplier not later than within 3 days from the date of acceptance of the Goods. If the Recipient fails to comply with this obligation, the Supplier shall not be liable for Goods' non-compliance in terms of quantity.
6. The Recipient undertakes to verify the quality of the delivered Goods or completed Service within 6 (six) months from the date of delivery. If any discrepancy is found, the Recipient shall send a relevant protocol to the Supplier not later than before the expiry of the time limit referred to in the preceding sentence. If the Recipient fails to comply with this obligation, the Supplier shall not be liable for non-compliance of the Goods or Services in terms of quality.
7. Any and all complaints should be reported to the following e-mail address: [jakosc@coffee-service.eu](mailto:jakosc@coffee-service.eu). The application should include:
  - 7.1. a complaint protocol - containing the quantity of the Goods complained about, a short description of the defect in the Goods complained about and data identifying the Goods, including Order No., date of delivery,
  - 7.2. a scan/photograph of the identification label placed on the cartons or bobbins of the Goods complained about, whereby in the case of:
    - 7.2.1. complaints regarding single cartons, rolls - a label from each carton/roll is necessary,

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- 7.2.2. a complaint about a pallet - one label from a given pallet is enough;
    - 7.3. a photograph of the defect complained about,
    - 7.4. a sample of the Goods complained about (before and after use).
  8. Complaints should be considered by the Supplier within a period not longer than 15 working days from the date of receipt of a complete complaint notification from the Recipient by the Supplier.
  9. If the analysis of the cause of the complaint requires additional activities, such as consultations with suppliers of components or services, performance of laboratory tests, analyses, etc., the time for completion of the complaint procedure may be extended accordingly.
  10. A complaint will not be processed if:
    - 10.1. it includes less than 2% of the quantity of Goods delivered,
    - 10.2. no identification label is provided,
    - 10.3. The Goods are not identifiable as the Supplier's product,
    - 10.4. The Goods are not protected in a way that prevents damage or contamination during transit.
  11. Complaints submitted after the deadline, inaccurate or incomplete ones, ones completed after the deadline or submitted by an unauthorized person shall not be considered by the Supplier.
  12. The Goods complained about may not be returned without the prior written consent of the Supplier.
  13. A complaint does not entitle the Recipient to withhold payment.
  14. To the maximum extent permitted by law, the guarantee provided under these GCSS replaces all warranties, assurances and guarantees, whether statutory, contractual, or arising from other sources, and the provisions of these GCSS set out, in an exclusive manner, the rules of the Supplier's liability towards the Recipient and the only legal remedy to which the Recipient is entitled in relation to the Supplier in connection with the Goods.
  15. If the complaint is successful, subject to point 16 below, the Supplier's liability under the warranty shall be limited at the Supplier's discretion to:
    - 15.1. repair the Goods to remedy a defect or
    - 15.2. deliver new, undamaged Goods corresponding to the Goods or
    - 15.3. propose a proportional reduction in the price of defective Goods (if repair or replacement proves impossible or otherwise inexpedient).
  16. If a defect in the Goods complained about does not prevent their use, the Recipient shall make every effort to use the Goods complained about despite the defect. Until the complaint is considered by the Supplier within the period referred to above, the Recipient is not allowed to use the Goods complained about without obtaining the Supplier's prior consent. The use of the Goods by the Recipient contrary to the provisions of the preceding sentence shall be tantamount to the Recipient's resignation from lodging a complaint with regard to these Goods and confirmation of their proper quality.
  17. In case of refusal to accept the complaint, the Parties may jointly commission an independent third party authorized to perform such examination to examine the Goods. The opinion issued by such third party shall be final and binding on the Parties.
  18. The Supplier shall not be liable for any defects of the Goods resulting from circumstances caused by the Recipient or third parties for which the Supplier is not responsible. In particular, the Supplier shall not be liable for any defects resulting from mechanical damage or normal wear and tear of the Goods caused by the passage of time. The Supplier shall also not be liable for any defects of the Goods caused by using them for purposes other than intended or storing them incorrectly.
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19. The Parties are obliged to cooperate in the execution of their rights to complain, in particular to provide access to the defective Goods and submit all necessary documents and information to enable the implementation of the selected method of redressing the reported complaint.
  20. Pursuant to the Consumer Rights Act dated 30 May 2014, the right to withdraw from a remote Contract within the 14-day return period is only available to the Recipient who is:
    - 20.1. a consumer (i.e., a natural person who has made a purchase not directly related to his/her economic or professional activity),
    - 20.2. a natural person concluding a Contract directly related to his/her business activity, if the content of the Contract indicates that it is not of a professional nature for him/her, resulting in particular from the subject of his/her business activity made available on the basis of the provisions of the Central Register and Information on Business Activity.
  21. The right to withdraw from the Contract does not apply to the Recipients indicated in paragraph 20 above in the cases specified in Article 38 of the Act dated 30 May 2014 on consumer rights, including, among others, in the event that the subject of performance is an item delivered in sealed packaging, which once opened cannot be returned for health protection or hygiene reasons, if the packaging has been opened after delivery).
  22. In case of any reports regarding the Goods constituting equipment, the Recipient shall be obliged to send such notification in writing (via e-mail [service@coffee-service.eu](mailto:service@coffee-service.eu) or by post). The Supplier's obligations are set forth in the guarantee document issued by the Supplier.

#### **IX. CONFIDENTIALITY**

1. The Recipient shall be obliged to maintain the confidentiality of the Contract and any information obtained in connection with the cooperation of the Parties under the Contract, and not to use such information for any purposes other than those arising from the content of the Contract. The provisions of this point also apply to any information concerning the Supplier that constitutes a business secret within the meaning of art. 11 para. 2 of the Act on Fighting Unfair Competition. Information of a confidential nature shall not require a separate designation as confidential.
2. The Recipient is released from the confidentiality obligation referred to in point 1 above in the event that:
  - 2.1. the obligation to disclose confidential information results from a provision of law, a decision of a competent Court or authority, or the information was disclosed by a third party;
  - 2.2. The Supplier shall release the Recipient from the obligation of confidentiality, except that the release shall apply only to the scope of disclosure covered by the consent;
  - 2.3. proper performance of obligations under the Contract requires disclosure of information obtained from the Supplier.
3. The obligation of confidentiality shall apply to the Recipient for the duration of the Contract as well as for 36 months after its termination or expiration.

#### **X. FINAL PROVISIONS**

1. The Order Confirmation shall each time indicate the Supplier's and the Recipient's respective address details as well as phone numbers and e-mail addresses. In the absence of indication of the above data, the Parties shall consider the address data resulting from relevant registers and records as appropriate.
2. The application by the Recipient of general terms and conditions of purchase for a supply or sale contract other than these GCSS is excluded.

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3. Should any of the provisions of GCSS be deemed invalid or of no legal effect, this shall not affect the binding character of the remaining provisions. In such a case, the Parties undertake to adopt provisions that effectively reflect the prior intentions of the Parties.
  4. Any and all disputes arising between the Parties in connection with the conclusion or performance of the Contract shall be considered exclusively by Polish common courts, provided that, within the scope of common courts' jurisdiction, the Parties shall submit any disputes to be settled by a court competent for the registered seat of the Supplier.
  5. The provisions of point 4 above do not preclude the Supplier from submitting claims under the supply contract to another court with local and material jurisdiction in accordance with the Polish civil procedure rules.
  6. The exclusively applicable law is Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 is excluded.
  7. In matters not regulated herein, the provisions of the Civil Code and other relevant provisions of universally applicable law shall apply.