

**GENERAL TERMS AND CONDITIONS OF MACHINERY SALE BY BERGERAT MONNOYEUR SP.
Z O.O.
to the WIK AGREEMENT
effective from 1 April 2026**

1. Definitions:

- 1.1 **BM** - a seller operating under the name Bergerat Monnoyeur spółka z ograniczoną odpowiedzialnością, with its registered office in Izabelin-Dziekanówek, at the following address: ul. Modlińska 11, Izabelin - Dziekanówek, 05-092 Łomianki, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 11th Commercial Division of the National Court Register under KRS number: 0000021439, NIP: 7780022310, REGON: 0120227940, share capital of PLN 13,827,250.
- 1.2 **Working Days** - mean days from Monday to Friday between 8.00 am and 3.00 pm, excluding Saturdays, Sundays and public holidays.
- 1.3. **Form of Price Payment** - the method by which the Client ensures payment of the Price, the source of which includes either the Loan Agreement or the Client's Own Funds, in accordance with the provisions of Table 5 of the Final Agreement.
- 1.4. **Instructions** - the manufacturer's operating and maintenance manual for the Machine.
- 1.5. **Deposit** - the amount of security set out in the Final Agreement for BM claims under the Final Agreement.
- 1.6. **Client** - a buyer who concluded the Agreement with BM and who is an Entrepreneur.
- 1.7. **Electronic Communication** - a form of communication between the Parties, equivalent to a written document within the meaning of the Civil Code, via the email address specified in the Final Agreement, comprising the submission of declarations of intent and knowledge, as well as the exchange between the Parties of scanned copies of documents, and relating to the performance of the Final Agreement.
- 1.8. **VisionLink** - an application that, in particular, provides access to information about the Machine and the services offered by BM in relation to the Machine.
- 1.9. **Machine** - identified by its make, model, year of manufacture and serial number; the machine that is the subject of the Preliminary Agreement and the Final Agreement.
- 1.10. **MTG** - machine motor hours as recorded by the counter fitted to the Machine.
- 1.11. **General Terms and Conditions of Sale for WIK, or GTCS for WIK** - these general terms and conditions of sale apply to "Lease-To-Own" lease agreements.
- 1.12. **Entrepreneur** - a natural person pursuing business, a civil partnership, a legal person, or an organisational unit without legal personality to which the law grants legal capacity, other than a Consumer.
- 1.13. **ProductLink** - a module fitted to the Machine which aggregates data from the Machine's dedicated computer and transmits it via the Global Positioning System ("GPS") and the mobile network ("GSM").



- 1.14. **Handover Report** – a document on the basis of which the Machine is handed over to the Client (transfer of independent possession), which is signed by the authorised representatives of the Parties.
- 1.15. **Overhauls** - specific servicing tasks relating to the Machine, carried out at appropriate intervals and as set out in the Instructions.
- 1.16. **The Final Agreement** - a sale agreement entered into between BM and the Client, under which BM, as the seller, undertakes to transfer ownership of a specific Machine to the Client and to deliver the Machine (transfer of independent possession), whilst the Client, as the buyer, undertakes to take possession of the Machine and to pay the price, the terms of payment for which are set out in the Final Agreement.
- 1.17. **Service Agreement** - the agreement which may be entered into at the same time as the Final Agreement, the subject matter of which is the provision by BM to the Client of CVA maintenance services, as defined in the Final Agreement, and which is drawn up in accordance with BM's standard template.
- 1.18. **Party** – the parties to the Agreement include BM, as the seller, and the Client, as the buyer.
- 1.19. **Sub-account** - an account activated by BM and dedicated to the Client, enabling the use of Telemetry Services.
- 1.20. **Own Funds** - the sum of money specified in Table 5 of the Final Agreement, which the Client may use for the performance of the Final Agreement and which the Client shall allocate towards payment of the Price.
- 1.21. **Loan Agreement** - a loan agreement entered into by the Client with a third party whose business involves granting loans, acting as a lender within the meaning of the Civil Code, as specified, together with other information, in Table 5 of the Final Agreement, for the purpose of securing a sufficient sum of money to pay the Price.
- 1.22. **Lease Agreement** - a lease agreement relating to the financing of the Machine, between the Lessor and the Client, as the user.
- 1.23. **Telemetry Service** - the telemetry service relating to the Machine, referred to as the VisionLink service and the supporting versions of such services (e.g. the mobile app, where applicable), provided by BM to the Client within the scope specified on the website at: <https://www.bm-cat.com/pl-pl/technology>
- 1.24. **Preliminary Agreement** - the preliminary agreement relating to a specific Machine, concluded under the WIK Agreement with a view to postponing the conclusion of the Final Agreement, for example due to the need for the Client to arrange and secure financing for the Machine, under which the Parties undertake to conclude the Final Agreement for the sale of the specific Machine.
- 1.25. **WIK Agreement** - a lease agreement concluded between BM, as the Lessor, and the Client, as the Lessee, in respect of a specific Machine, for the period specified in the WIK Agreement, under which the Lessee undertakes to pay the lease charge and other agreed fees, and the Parties simultaneously enter into a Preliminary Agreement for the sale of the Machine, which also forms the subject matter of the Final

Agreement on the terms set out in those agreements.

2. General Provisions

- 2.1. The provisions of the General Terms and Conditions of Sale for WIK form an integral part of the sales agreements concluded between BM, as the seller, and the Client, as the buyer, the subject matter of which is a specific Machine offered by BM.
- 2.2. These GTCS for WIK apply exclusively to professional transactions. These GTCS for WIK do not apply to sales to private individuals who purchase machines from BM for purposes unrelated to their business or professional activities.
- 2.3. In the event of any conflict or discrepancy between these GTCS for WIK and any individual arrangements between BM and the Client, and in particular the agreement concluded between them, the individual arrangements between BM and the Client shall prevail.
- 2.4. All provisions agreed by the Parties in the Preliminary Agreement shall apply to the Final Agreement, unless the Final Agreement provides otherwise in respect of a particular matter.
- 2.5. In the event of any conflict between the Final Agreement and the guarantee certificate attached thereto, the provisions of the guarantee certificate shall prevail.
- 2.6. The Client acknowledges and agrees that the GTCS for WIK shall apply to all contracts concluded with BM after the date on which the GTCS for WIK come into force.
- 2.7. Employees of BM branches will not be authorised to amend the content of the GTCS for WIK (either in writing or verbally). Any changes must be confirmed in writing by the BM management board.
- 2.8. By entering into the Final Agreement, the Client accepts the terms and conditions of the GTCS for WIK.
- 2.9. BM declares that it has the status of a large entrepreneur within the meaning of the Act on Prevention of Excessive Delays in Commercial Transactions of 8 March 2013 (Journal of Laws of 2019, item 118 as amended).
- 2.10. For the avoidance of doubt, wherever the Preliminary Agreement or the Final Agreement refers to the Machine, the Parties agree that such provisions shall also apply to the accessories sold with the Machine.
- 2.11. The tables used in the Agreement (including its attachments) contain check boxes where a choice can be checked as "X" or input fields where it is possible to edit the text. For the avoidance of doubt, any entry in the dedicated check box or input field in these tables shall mean a binding arrangement between the Parties concerning the relevant condition, term, form of execution of the provisions of the Lease Agreement or other circumstances so agreed.
- 2.12. Machines that have not yet been put into service (excluding testing, demonstrations, use during commissioning or transport) are brand new. The year of manufacture of the machine is not relevant in determining whether it qualifies as brand new.

3. Preliminary Agreement

- 3.1 The Parties first concluded the Preliminary Agreement for sale of the Machine under the WIK Agreement, pursuant to which the Parties undertook to enter into a Final Agreement relating to the same Machine as specified in the Preliminary Agreement.

4. Handover of the Machine

- 4.1. In the Final Lease Agreement, the transfer of the Machine into BM's possession will be confirmed by the Handover Report, as a general rule, once BM has received an order for the Machine from the Lessor. Where Table 2 of the Final Agreement (Lease version) specifies that the Price is payable prior to the handover of the Machine, an order for the Machine from the Lessor is not sufficient for the handover of the Machine; payment of the full Price to BM is a prerequisite for its handover.
- 4.2. In the Final Agreement for a Loan or Own Funds, the handover of the Machine into BM's possession shall be confirmed by a Handover Report upon BM's receipt of the full Price, unless the Parties have agreed otherwise in accordance with the provisions of Table 2 to the Final Agreement, specifying the appropriate method of securing payment of the Price.
- 4.3. By signing the Handover Report, the Client declares that they have been provided with the Machine specifications and information regarding its condition, and furthermore, that they have been given the opportunity to familiarise themselves fully and without restriction with the Machine specifications and condition, and that they have no objections.
- 4.4. In the absence of a valid power of attorney from the Client, or in the event of any doubts as to its validity or scope, BM is entitled to refuse to hand over the Machine and to sign the Handover Report. Any costs arising from the breach referred to in the previous sentence shall be borne by the Client.
- 4.5. The risk of accidental loss or damage to the Machine shall be transferred to the Client upon the Parties signing the Handover Report.
- 4.6. BM declares that, as at the date of signing the Handover Report, the Machine shall be free from any third-party rights, with the exception of any rights arising from the Lease Agreement and subject to clause 4.7 below.
- 4.7. Within 60 days of the conclusion of the Final Agreement, BM reserves the right to remove from the Machine any additional equipment which does not constitute factory-fitted equipment installed by the Machine's manufacturer and which was added to the Machine for the duration of the lease under the WIK Agreement (hereinafter **"Additional Equipment"**; for the avoidance of doubt, the Additional Equipment is not regarded by the Parties as a component part of the Machine, and therefore ownership thereof remains with BM notwithstanding the transfer of ownership of the Machine to the Client). The Client consents to the above action carried out by BM or another entity acting on BM's behalf. The Client hereby irrevocably authorises BM (or shall ensure that BM is authorised) to enter and drive onto the site where

the Machine will be located, together with the necessary equipment and staff, for the purpose of carrying out the above activities. Furthermore, the Client is obliged to cooperate fully with BM and persons acting on its behalf in the performance of the above activities. For the avoidance of doubt, from the moment BM or another entity acting on BM's behalf commences the dismantling of the Additional Equipment until such work is completed, the risk of damage to the Machine shall pass to BM.

- 4.8. Completion of the dismantling of the Additional Equipment shall be confirmed by a report certifying the Machine's operational readiness, signed by authorised representatives of the Parties. The provisions of clauses 4.3-4.5 above shall apply mutatis mutandis to the report referred to in sentence 1.
- 4.9. Until the Lessor or the Client has paid the full Price, the Machine purchased remains the property of BM.
- 4.10. The Client undertakes to refrain from removing any labelling (nameplates, company signs) from the Machinery until the full Price has been paid by the Lessor or the Client.
- 4.11. Whilst the retention of title remains in force, the Client may use the Machine in the course of its own business, but shall bear the risk of accidental loss or damage to the Machine from the moment it is handed over by BM pursuant to the Handover Report.
- 4.12. If BM's right to demand the return of the Machine subject to retention of the title is exercised, the Client shall be obliged to return the Machine in a condition which is not worse than at the time of its handover to the Client, as recorded in the Handover Report. BM may charge the Client for the use of the Machine, and the Client is liable for any damage to the Machine.
- 4.13. The Client may not dispose of the Machine subject to retention of the title, nor may they encumber that Machine in any way or on any grounds.
- 4.14. Where the Client is responsible for arranging the transport of the Machine, the Client undertakes to indemnify and reimburse BM for any costs should the public authorities issue a decision imposing any financial penalty on BM on account of the Machine being transported in a manner exceeding the prescribed limits using a vehicle provided by the Client, and shall cooperate with BM to clarify the circumstances of the case before the relevant authority.
- 4.15. In the event of a breach by the Client of the obligations set out in this paragraph, BM shall be entitled to withdraw from the Provisional Agreement within 90 days of becoming aware of the circumstances giving rise to such withdrawal and to retain the Deposit.

5. Price and terms of payment

- 5.1. The Price of the Machine, as indicated in Table 3 to the Final Agreement, may be a gross Price (i.e. inclusive of the applicable VAT rate) or a net Price, and may be expressed in Polish zlotys (hereinafter: "PLN") or in Euro currency (hereinafter: "EUR").
- 5.2. If the Rent is specified in EUR and the payment is to be made in PLN, the Rent in EUR shall be converted into PLN at the exchange rate of Bank Société Générale in Warsaw on the date of issue of the relevant

- VAT invoice, unless otherwise agreed by the Parties. The Price, calculated in accordance with the provisions of the preceding sentence, shall then be increased by the applicable VAT rate, as at the date on which the tax liability arises.
- 5.3. If the net Price is specified in EUR and the payment shall also be made in EUR, the EUR net Price shall be increased by the relevant VAT rate expressed in EUR, which shall be converted into PLN at the average exchange rate of the National Bank of Poland effective on the business day preceding the issue of the relevant VAT invoice.
- 5.4. If the net Price is specified in PLN and payment is also to be made in PLN, the net Price in PLN shall be increased by the applicable VAT rate in force on the date on which the tax liability arises.
- 5.5. The net Price, including the applicable VAT rate, shall be paid by bank transfer to the relevant BM Bank Account specified in Table 4 to the Final Agreement, and the date of payment shall be the date on which the relevant BM Bank Account is credited.
- 5.6. The Client hereby authorises BM to issue VAT invoices without the Client's signature.
- 5.7. The parties hereby exclude the possibility of the Client unilaterally setting off any amounts the Client may owe to BM.
- 5.8. The Deposit, if paid, shall serve as a security for the proper performance of the Final Agreement and may be retained by BM in the event of a breach by the Client of its obligations under the Final Agreement, in particular in the event of:
- 5.8.1. breaches of the Client's obligations as set out in clause 4 of the GTCS for WIK;
- 5.8.2. delays in payment of the Price or any part thereof by the deadline set for the Price or that part;
- 5.8.3. withdrawal from the Final Agreement by BM for reasons attributable to the Client.
- 5.9. Should circumstances arise authorising the Client to a refund of the Deposit or its set-off against the Price, the Deposit shall be refunded or set off against the Price in accordance with the Client's instructions set out in the final paragraph of § 1 of the Final Agreement.
- 5.10. Where the Final Agreement provides for an obligation to pay a Deposit, BM may retain it should the Client fail to perform the Final Agreement. For the avoidance of doubt, the phrase "the Client's failure to perform the Final Agreement" comprises the withdrawal from, termination of, or any other form of termination of the Final Agreement, as well as an implied withdrawal from the Final Agreement through the Client's omission (including silence).
- 5.11. No interest is paid on the Deposit.
- 5.12. *Every VAT invoice will be issued in "KSeF", in accordance with generally applicable legal provisions, which take precedence over contractual provisions in relation to KSeF invoicing. In particular, the date of delivery of an invoice via the KSeF is deemed to be the date specified in the VAT Act, taking into*

account the delivery dates for invoices under the offline/emergency procedures provided for in the aforementioned Act, and the Client is obliged to download invoices issued by BM from KSeF themselves. The relevant visualisations of invoices intended for offline processing due to a KSeF failure, along with any attachments to the invoices, will be sent to the agreed e-mail address.

6. Service Agreement (CVA)

Basic information

- 6.1. Following the conclusion of the Final Agreement, the Client may make use of additional maintenance services provided by BM in respect of the Machine specified in the Final Agreement.
- 6.2. The scope of Overhauls is set out in the Instructions, as amended by BM's guidelines and recommendations.
- 6.3. BM will provide the consumables required to carry out the relevant Overhauls.
- 6.4. The Client will be notified of the upcoming date of the next 50 MTG Overhaul before its scheduled date by BM, based on telemetry data transmitted via the ProductLink device (if the Machine is fitted with this device), to the e-mail address or telephone number specified in the Final Agreement.
- 6.5. The costs of transporting the Machine for the purpose of carrying out the relevant Overhaul are not covered by the Service Agreement. A price list setting out the costs referred to in the previous sentence will be made available to the Client upon request.
- 6.6. During the periods between successive servicing intervals for the Machine, the Client undertakes to carry out the routine maintenance activities necessary to keep the Machine in good working order, as specified in the Instructions, and shall bear the costs thereof and be liable for any negligence in this regard.
- 6.7. In the event that any malfunction or damage to the Machine is discovered, the Client shall notify BM thereof immediately (no later than 24 hours after such malfunction or damage is discovered). The parties will agree on the next steps.
- 6.8. Any additional work required on the Machine that is not covered by the scope of the relevant Overhaul - including a recommendation to change the inspection interval specified in the Service Agreement, where such a need is identified during a given Overhaul - may be carried out under a separate agreement with the Client.
- 6.9. The Client shall cooperate with BM to ensure the proper performance of the Service Agreement, and any failure to do so (including the Client's failure to perform or improper performance of the Service Agreement) may give rise to costs or liability, which, should they arise, shall be borne by the Client. In particular, the Client shall make the Machine available in a condition that allows the Overhaul to be carried out, upon each request from BM, and shall provide BM with access to the necessary utilities, where required.

CVA version



Bergerat Monnoyeur spółka z o.o. with its registered office in Izabelin-Dziekanówek, at ul. Modlińska 11, 05-092 Łomianki, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, under KRS (National Court Register Number) 0000021439, with the share capital of PLN 13,827,250, NIP (Tax Identification Number): 778 00 22 310, REGON (National Business Registry Number): 01202279400000, BDO (National Waste Database): 000016832

- 6.10. The Client shall instruct BM to carry out the relevant Overhaul each time before the next 500 MTG or before the end of the next six (6) months of use of the Machine, whichever comes first.
- 6.11. The parties shall jointly agree on the place and date for carrying out the relevant Overhaul, and its completion shall be confirmed by the relevant service call sheet or workshop sheet, or, where applicable, by the relevant handover and acceptance report.
- 6.12. In the event of the termination of a Service Agreement, the subject of which is the provision of CVA maintenance services, before the expiry of the term for which the Service Agreement was concluded, for reasons beyond the Client's control, BM shall refund the Client the value of any paid-for but unused maintenance inspections. The value of the Overhaul carried out will be calculated without applying the discount granted for that Overhaul, in accordance with the standard (retail) rate for the relevant service check in force at BM at the time the Service Agreement is terminated. The value of any unused Overhaul will be reduced by the amount of the discount granted for those Overhauls before they are refunded to the Client.
- 6.13. If the Client uses up all the Overhauls under the CVA maintenance service, and the deadline for issuing the relevant VAT invoices has not yet passed, BM shall be authorised to issue a single collective VAT invoice without having to comply with the deadlines specified in the Annex governing remuneration under the Service Agreement. A collective VAT invoice will be issued immediately after all Overhauls have been used; it will include the amounts of VAT invoices for which the due date has not yet arrived, with a payment term of 14 days from the date of issue.

7. Telemetry

- 7.1. In respect of a Machine designated as second-hand, provided that the Machine is factory-fitted with ProductLink, Telemetry Services may be provided by BM to the Client, at the price set out in Table 3 of the Final Agreement, if this is provided for in the Final Agreement, which specifies the duration of such Services.
- 7.2. A condition for BM to provide the Telemetry Service is that reports from the Machine must be sent to the application created for the purposes of the Telemetry Service at least once every 3 (three) months, and that the Client must log in to the application at least once a month. If the condition set out in the preceding sentence is not met, BM shall be entitled to suspend the Telemetry Service in respect of the Machine concerned, or even to cease provision of the Telemetry Service in respect of that Machine with immediate effect.

8. Guarantee and warranty

- 8.1. Unless otherwise agreed, the Machine used will be sold in the condition and with the features it possesses at the time of handover to the Client. Under no circumstances shall BM be liable for typical damage resulting from the machine's age, damage to the machine arising from its previous use, or natural wear

and tear.

- 8.2. Spare parts may also include used parts that have been reconditioned by the manufacturer or a BM, but which have a reduced service life. The provisions of paragraph 11.1 above shall apply *mutatis mutandis* to such spare parts.
- 8.3. If a guarantee has been granted in accordance with the Final Agreement, the details of the guarantee shall be set out in the guarantee certificate, which shall then form an Annex to the Final Agreement, and shall apply *mutatis mutandis* to the warranty. For the avoidance of doubt, the term “major repair” refers to a repair lasting longer than 14 days, undertaken to rectify a defect that prevents the item from used. If no guarantee has been provided, this is tantamount to excluding any warranty against physical defects in the machine.
- 8.4. Where applicable, the concept of a defect under the warranty corresponds to the concept of a defect as defined in the guarantee certificate, and the Client shall be entitled only to have the Machine repaired or to have defective parts of the Machine replaced with parts free from defects.
- 8.5. The Client shall be obliged to notify BM in writing of any defect within 7 days of its discovery or of the date on which it could have been discovered, failing which they shall forfeit their rights under the warranty and guarantee. Where applicable, the Client shall be entitled to the warranty rights referred to in this paragraph for the period specified for the guarantee in Annex 2 to the Agreement.

9. Contractual liability

- 9.1. BM’s total liability for non-performance or improper performance of an obligation, as well as its liability in tort, in respect of any and all incidents, is limited to 100 per cent of the net value of the machine the delivery of which gave rise to the damage.
- 9.2. In all cases, BM shall be liable only for real damages, excluding loss of profits and consequential damages.
- 9.3. In all cases, BM shall be liable only for damage resulting from wilful misconduct or gross negligence.
- 9.4. The above limitations of liability apply both to damage caused directly by BM and to damage caused by third parties for which BM is liable in accordance with the applicable legal provisions.
- 9.5. The above exclusions and limitations of liability do not apply in the following cases:
- 9.5.1. personal injury (injury or death);
 - 9.5.2. cases where it is not possible to limit BM’s liability under the generally applicable law.

10. Withdrawal from the Final Agreement

- 10.1. BM is entitled to withdraw from the Final Agreement in accordance with the relevant statutory provisions. This applies in particular to situations where the Client is late in paying the sums due to BM by the agreed

- payment deadline or where the Client breaches the provisions of the Main Contract or the GTCS for WIK and has not remedied such breaches within 7 days of receiving a formal notice from BM.
- 10.2. BM shall also be entitled to withdraw from the Final Agreement if it is found that the Client is unable to pay the purchase price, or if there are reasonable doubts as to such ability, or if an application has been made to strike the Client off the register of businesses or such striking off has already taken place.
- 10.3. Where, in accordance with the provisions of the Preliminary Agreement or the Final Agreement, the Client is required to fulfil its obligations within a time frame strictly specified in the Preliminary Agreement or the Final Agreement, and in the event of a delay by the Client in fulfilling such an obligation, BM shall, in each such instance, be entitled to withdraw from the Preliminary Agreement or the Final Agreement without setting the Client a further deadline for the performance of the obligation.
- 10.4. BM may exercise the right of withdrawal referred to in this clause within 3 months of the date on which the condition set out in this clause arises.
- 10.5. In the event that BM withdraws from the Final Agreement after the Machine has already been delivered to the Client, BM shall be entitled to claim compensation from the Client. The amount of compensation corresponds to the market rent that the Client would have had to pay had they rented the product for the period from the date it was handed over to the Client until the date it was returned to BM. If the sale price is financed by BM, the compensation should be at least as high as the sum of all advance payments and the purchase price or finance instalments that were due in accordance with the terms set out in the Final Agreement or the financing arrangements until the machine is returned to BM.
- 10.6. BM reserves the right to claim damages in accordance with the general principles set out in the Civil Code.
- 10.7. The Client is not entitled to withdraw from the Final Agreement on economic grounds arising from their commercial risk. In particular, the Client shall not be entitled to withdraw from the Final Agreement or to terminate it on the grounds of a deterioration in their financial situation.
- 10.8. In the event that the Client is in arrears with payment of any sum due, even under a different contract with BM, BM shall be entitled to withdraw from the Final Agreement (including the Preliminary Agreement) with immediate effect, without setting the Client a further deadline for the performance of the obligation, and to proceed with the collection of the Machine on the date of delivery to the Client of the notice of withdrawal from the Final Agreement or on the date on which the Client had the opportunity to familiarise themselves with the content of that notice. For the avoidance of doubt, from the moment of withdrawal from the Final Agreement, as referred to in the sentence above, until the Machine is collected by BM, the Client is obliged to safeguard the Machine in order to prevent any damage and shall be liable to BM for any accidental loss of or damage to the Machine until it is collected by BM.
- 10.9. If no authorised representative of the Client is present at the time and place of collection of the Machine, BM shall be entitled to take unilateral possession of the Machine, on the basis of a relevant report signed

solely by a representative of BM. BM shall draw up a unilateral acceptance report for the Machine following its collection from the Client and shall send a copy of it to the Client by electronic means.

11. Electronic communications

- 11.1. Each Party is obliged, by way of Electronic Communication, to inform the other Party of any change in its e-mail address referred to above. In the event of failure to do so, information, including correspondence, sent by the other Party to the existing e-mail address of the Party that has not informed the other Party of a change of its e-mail address shall be deemed to have been sent effectively.
- 11.2. For the avoidance of doubt, by entering into the Preliminary Agreement and/or the Final Agreement, the Parties grant power of attorney to act, as the case may be, on behalf of and for the benefit of BM or the Client, via electronic communication, to the persons whose email addresses are specified in the Preliminary Agreement and the Final Agreement.
- 11.3. The Parties shall ensure that the e-mail addresses indicated by them above are officially used by them in business dealings and that access to them, in an adequately secured form, is only available to the persons indicated by name as holders of the addresses.

12. Information clause

DATA CONTROLLER

The Controller of your personal data is Bergerat Monnoyeur Sp. z o.o., with its registered office in Izabelin-Dziekanówek, Modlińska 11, 05-092 Łomianki (the “Controller”). You can contact us by traditional mail at the above address, by electronic mail to the email address: aktualizacja.rezygnacja@b-m.pl

PURPOSES OF DATA PROCESSING AND LEGAL BASIS FOR DATA PROCESSING

Personal data is processed by the Controller for the following purposes:

Conclusion and execution of the Contract (including the handling of contractual enquiries and complaints):

- (a) in relation to natural persons acting on their own behalf (including sole proprietors) under Article 6(1)(b) of the GDPR, as the processing of personal data is necessary for the conclusion and performance of that agreement,
- (b) in relation to persons representing the entity (e.g. representatives, agents) and those indicated in the agreement for contact purposes (e.g. contact persons, coordinators), under Article 6(1)(f) of the GDPR, i.e. the Controller's legitimate interest in concluding and performing the agreement through the persons indicated to represent the entity and for contact purposes.

Fulfilment of legal obligations applicable to the Controller's activity - under Article 6(1)(c) of the GDPR, i.e. fulfilment of legal obligations incumbent on the Controller, including those resulting from accounting, tax or other specific regulations. **Marketing of our own products and services including sending commercial information about products, services, promotional offers and events** - under Article 6(1)(a) of the GDPR, i.e. the consent of the data subject, if such consent has been given.

Client satisfaction surveys - under Article 6(1)(f) of the GDPR, i.e. the legitimate interest of improving the quality of the services we provide as a result of our post-sale survey.

Investigation and defence of claims - under Article 6(1)(f) GDPR, i.e. our legitimate interest of investigating and defending against claims.



Archiving - pursuant to Article 6(1)(f) of the GDPR, i.e. our legitimate interest which is the necessity to store evidence of our activities.

CATEGORIES OF PERSONAL DATA AND SOURCE OF PERSONAL DATA

The Controller processes the following personal data: name and surname, position, function, e-mail address, telephone number, business address and other data identifying the contracting party (if necessary for the conclusion and performance of the agreement). These data have been acquired directly from the data subjects or from public sources (relevant registers, websites, etc.) or provided by the contact persons indicated when concluding the agreement.

DATA RECIPIENTS, TRANSFER OF DATA OUTSIDE THE EEA

Anticipated recipients of personal data include: companies providing IT support to the controller, providers of electronic mail and other IT services, carriers, postal/courier operators, electronic payment processors, consultancy companies with which the controller cooperates, entities supporting the controller's marketing activities, entities authorised to receive personal data under applicable legislation and other entities that perform activities on behalf of the controller or provide the controller with services/goods necessary for the controller's business, as well as companies in the Monnoyeur group.

At a certain stage, personal data may be transferred to third countries (outside the EEA). The controller carries such tasks out on the basis of standard data protection clauses (Article 46(2) of the GDPR) and - where required - applies additional safeguards for the protection of personal data in accordance with the relevant standards, or provides another mechanism that is lawful and legitimises such transfers to third countries.

DATA RETENTION PERIOD

Your personal data processed in connection with the agreement concluded will be stored for the time necessary for the performance of the agreement, but no longer than the time necessary to assert claims under the agreement (maximum 10 years following the termination of the cooperation). For accounting purposes, data will be processed within 5 years of the end of the calendar year in which the event occurred. Personal data processed by us for marketing purposes shall be processed until the consent to the processing is withdrawn. Personal data held for archiving purposes will be retained for a period justified by law.

RIGHTS ASSIGNED

You have the right of access to your personal data, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability, the right to object on grounds relating to the specific situation of the data subject to processing on the basis of a legitimate interest (Article 6(1)(f) GDPR), and the right to withdraw your consent at any time (to the extent that it has been granted), without affecting the lawfulness of processing carried out on the basis of the consent before its withdrawal. You have the right to lodge a complaint with the competent supervision authority, in particular in the country of your habitual residence, your place of work or the place where the alleged infringement was committed. In Poland, the supervision authority is the President of the Office for Personal Data Protection, ul. Stawki 2, 00-193 Warsaw.

VOLUNTARY PROVISION OF DATA AND AUTOMATIC DECISIONS

The provision of data is voluntary, however, it is necessary for the conclusion of an agreement (contractual condition). In cases indicated by law, the provision of the data is mandatory (e.g. for the purpose of issuing a VAT invoice). The provision of the data for marketing purposes is voluntary and failure to do so will prevent conducting marketing activities towards you. Your personal data will not be used for automated decisions or profiling.



13. Final provisions

- 13.1. Any amendments to the terms of the Preliminary Agreement or the Final Agreement must be made in writing (if the agreement was concluded in writing) or in documentary form (if the agreement was concluded in documentary form).
- 13.2. Withdrawal from the Preliminary Agreement or the Final Agreement shall require written form or documentary to be effective.
- 13.3. If any provisions of the Preliminary Agreement, the Final Agreement or the GTCS for WIK are invalid or unenforceable, in whole or in part, the validity of the remaining provisions shall remain unaffected. The Parties shall replace any invalid or unenforceable provision with a clause which most closely reflects the economic and legal meaning of the provision being replaced. The above applies if it a gap is found.
- 13.4. The GTCS for WIK, the Preliminary Agreement and the Final Agreement are governed by Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 13.5. Any disputes that may arise from the Preliminary Agreement or the Final Agreement shall be settled by the ordinary court with jurisdiction over BM's registered office.
- 13.6. The relevant annexes shall form an integral part of the Agreement on a case by case basis, provided they are attached to the Preliminary Agreement and/or the Final Agreement, e.g.:
 - 13.6.1. Annex - Machine Specifications
 - 13.6.2. Annex - General terms and conditions of insurance;
 - 13.6.3. Annex - Marketing Consent
- 13.7. The parties may also use annexes other than those listed above, which, once attached to the Preliminary Agreement and/or the Final Agreement by mutual consent, shall form an integral part of the Agreement.