



A R C H I M E D E S

## GENERAL TERMS AND CONDITIONS OF SALE OF ARCHIMEDES SP. Z O.O.

### I. GENERAL

- General Terms and Conditions of Sale establish rules for concluding sales agreements for goods offered by Archimedes Sp. z o.o. with its registered office in Toruń, at Polna 133, KRS No. 0000026946, registered in the District Court in Toruń 7th Commercial Division of the National Court Register (KRS).**
- These General Terms and Conditions of Sale, hereinafter also referred to as "GTC" shall form an integral part of all sales agreements concluded with Archimedes Sp. z o.o., unless the parties agree otherwise in writing.
- These General Terms and Conditions of Sale are made available to the Buyer and accepted by it as an appendix to partnership agreements or before it submits an order, at the latest, also by electronic mail. Furthermore, they are available at [www.archimedes.pl](http://www.archimedes.pl) in a digital form so they can be downloaded, stored and reproduced by the Buyer.
- When the Buyer maintains regular commercial relationships with Archimedes z o.o., its acceptance of the General Terms and Conditions of Sale for one order shall be understood as their acceptance for all other orders and sales agreements.
- All oral agreements and assurances made by employees of Archimedes or of the Buyer must be confirmed in writing or shall be considered null and void.

### II. OFFERS, CATALOGUES AND GOODS PROTECTION

- Offers, advertising and other notifications about goods offered by Archimedes Sp. z o.o. are for informative purposes only. Templates, diagrams and drawings attached to an offer by Archimedes Sp. z o.o. are solely of informative nature and may not correspond to actual parameters of devices being a subject matter of Sales.
- Goods delivered by Archimedes Sp. z o.o., as well as all cost estimations, drawings and offer documents shall be subject to protection under principles established in regulations protecting business operations and intellectual property rights. Cost estimations, drawings and offer documents shall be a property of Archimedes Sp. z o.o. and cannot be disclosed to any third parties without a written consent of Archimedes Sp. z o.o., unless they are designated for advertising purposes. They should be immediately returned to Archimedes Sp. z o.o. when an order is not placed.

### III CONCLUDING AN AGREEMENT AND ORDERS

- An Agreement between the Parties, taking into account specific provisions specified below, shall be concluded by a Sales offer submitted by Archimedes to the Buyer, and by the Buyer placing an Order on its basis or accepting the Offer, or by concluding an Agreement between the Parties in other way or form.
- The sales agreement shall be concluded at the moment Archimedes Sp. z o.o. confirms to the Seller a correctly submitted Order; however subject to the provision that after the Order is placed by the Buyer the Seller can specify in writing a different date of concluding the Agreement or its coming into force. Modifications of the placed and approved Order can only be made when the Buyer receives a written consent of the Seller. Offers include a provision that general terms and conditions of sales of Archimedes Sp. z o.o. apply to the Agreement. Placing of an order by the Buyer is understood as acceptance of the General Terms and Conditions of Sales of Archimedes Sp. z o.o.
- The order must include the following items:
  - Buyer name, detailed address, VAT No. (does not apply to the Buyers who already provided these documents to Archimedes Sp. z o.o.)
  - reference to a possible offer by specifying at least its date and number;
  - specification of ordered goods, with a reference to a trade name or a delivered sample, in accordance with Archimedes sp. z o.o. codes
  - dates, place and terms of goods issuing.
- The Buyer shall be responsible for correctness of data provided in the Order or in documents attached to the Order. The Buyer cannot refuse

reception of goods delivered in accordance with its Order. Providing incorrect data in the Order or in the Agreement by the Buyer shall not form a basis for its withdrawal from the Agreement.

- The Order should be placed within 30 days of the date of delivering the Archimedes Sp. z o.o. offer to the Buyer.
- Any changes of the provisions of this paragraph require a written consent of both parties or shall be deemed null and void.

### IV DELIVERIES

#### Article 1 DELIVERY TIME

- The Orders shall be performed within a territory of Poland, and on a previous written consent of Archimedes Sp. z o.o., also outside the territory of Poland.
- The goods delivery date binding for both parties shall be the date specified by Archimedes Sp. z o.o. in a written order confirmation. When the order confirmation provided by Archimedes Sp. z o.o. does not clearly specify the delivery date, it means the parties consider the delivery date as indicative. All changes concerning the placed order should be sent by e-mail ([zamowienia@archimedes.pl](mailto:zamowienia@archimedes.pl)) or in writing within 3 days of sending the original order - or they may not be taken into account by Archimedes Sp. z o.o. Any change made by the Buyer in the previously agreed conditions of sale and delivery may result in postponing of the previously agreed delivery dates by the Seller.
- The delivery date is considered to be met by Archimedes Sp. z o.o. when the shipment with goods left the Archimedes Sp. z o.o. warehouse before the agreed delivery date. When the shipment or collection has been delayed for reasons attributable to the Buyer, then Archimedes Sp. z o.o. shall be entitled to request collection of goods and payment of the price within a date specified in an invoice or an order. When a payment date specified in an invoice or an order passed, and the Buyer still has not collected the goods, Archimedes Sp. z o.o. shall be entitled to demand payment of the price with interests, and to issue goods only when the debt is fully paid. Provisions of this paragraph shall apply regardless of parties rights and obligations resulting from Article 4 of GTC.
- In each case, the delivery date shall be considered as a reserved for the benefit of Archimedes Sp. z o.o. When the delivery is delayed for reasons attributable to a supplier of Archimedes Sp. z o.o. Archimedes Sp. z o.o. shall be unilaterally entitled to extend the delivery date for the time required to perform the order. The statement of Archimedes Sp. z o.o. shall be strictly binding for the parties.
- When Archimedes Sp. z o.o. has any doubts concerning the financial standing of the Buyer, or the Buyer is in default with payment for goods already delivered, Archimedes Sp. z o.o. shall be entitled to suspend further deliveries of goods, requesting appropriate securities for payment of amounts due, and to withdraw from the Agreement after that time.

#### Article 2 RISK ALLOCATION

- When goods are sent to the Buyer address using a carrier, the benefits and burdens associated with an item and a risk of an accidental loss or damage of goods shall be transferred onto the Buyer when goods are issued to the Carrier. When the Buyer finds a significant difference between goods actually delivered and goods specified in the delivery documents, or any damage to the goods at the moment the goods are collected from the carrier, it should immediately record its reservations in a copy of the carrier's waybill or in the goods specification. These actions aim at determining rules and a scope of a possible liability of the carrier. When the Buyer does not meet the above obligations, this shall be understood as: 1) waiving its rights to a warranty for physical damage in goods - in the event of goods damage; 2) its consent to a change in a concluded agreement in its part concerning specification of its subject matter and a price -

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in the event of differences between type or quantity of goods delivered, and those listed in a waybill or a specification.

- When the Buyer collects goods with its own vehicle, the benefits and burdens associated with an item and a risk of an accidental loss or damage of goods shall be transferred onto the Buyer when goods are issued to it at the Archimedes Sp. z o.o. warehouse. A person collecting goods on behalf of the Buyer shall have a written authorisation issued by a person authorised to represent the Buyer, unless the authorisation to collect goods results from the order or any other document.
- A person collecting goods on behalf of the Buyer shall be obliged to inspect the goods and confirm with their signature the goods compliance with the order in terms of their quantity and quality at the moment of their issuing. All deviations shall be recorded in writing.

#### **Article 3. IMPOSSIBILITY TO DELIVER** (definite, temporary or partial)

Archimedes Sp. z o.o. shall not be held responsible when issuing of goods is impossible or delayed for reasons not attributable to Archimedes Sp. z o.o., and in particular, for reasons attributable to its suppliers. Archimedes Sp. z o.o. shall be obliged to inform the Buyer about reasons of a delay or impossibility to deliver, unless circumstances make such notification impossible. When a delay exceeds 30 days, each Party shall be entitled to terminate the agreement without a right to claim any damages. When an agreement provided for delivery of goods in partial shipments, possible termination of the agreement shall solely and only apply to a delayed part of the service, and not to services scheduled for later dates.

#### **Article 4. FAILURE TO COLLECT GOODS OR REFUSAL TO ACCEPT GOODS**

- When the Buyer does not collect goods or refuses to collect them within a specified date, Archimedes Sp. z o.o. shall be entitled to place goods in a warehouse at a cost and risk of the Buyer, and to demand from it reimbursement of costs of transport.
- When goods are placed in the Archimedes Sp. z o.o. warehouse because the Buyer failed or refused to collect goods within the specified deadline, the Buyer shall be obliged to pay to Archimedes Sp. z o.o. a remuneration (storage fee) in the net amount of PLN 5 (five) for each day of storage.
- When a delay in collection of goods from Archimedes Sp. z o.o. warehouse exceeds two weeks from a date on which goods were made available to the Buyer, or when the Buyer refuses to receive the goods, Archimedes Sp. z o.o. shall be entitled to terminate the agreement or to sell goods at the Buyer's cost and risk.
- Archimedes Sp. z o.o. shall not be obliged to receive returned goods that were sold in accordance with the agreement. The purchased goods can only be returned under individual written agreements between the Buyer and Archimedes Sp. z o.o., where all costs and risks of goods return shall be borne by the Buyer.

### **V TERMS OF PAYMENT**

#### **Article 1 PRICE**

- The sales price or its individual components mature with a payment date specified in a VAT invoice issued by Archimedes Sp. z o.o. in accordance with provisions of the Agreement.
- When there were no other agreements between the parties, the goods shall be invoiced at prices in force on the delivery date or when goods were made available to the Buyer.
- When no other arrangements were made, prices loco Archimedes Sp. z o.o. warehouse in Toruń shall apply, increased by a value added tax at a rate in force on a date of issuing the VAT invoice.
- The Buyer authorises the Seller to issue VAT invoices without the Buyer's signature.
- Prices specified in foreign currencies shall be converted to Polish zloties (PLN) at a sales rate of the bank Santander Bank Polska S.A. on a day of issuing of the invoice.
- Unless other payment methods are specified, the remuneration for the subject matter of the Agreement shall be paid to the Seller's bank account specified in the VAT invoice.
- The Buyer shall not be entitled to submit to Archimedes Sp. z o.o. a statement on deductions.
- The Buyer shall not be entitled to transfer all or any of its rights and obligations resulting from the Agreement concluded with Archimedes Sp. z o.o. without the prior written consent of Archimedes Sp. z o.o.
- Any complaint lodged shall not entitle the Buyer to suspend a payment for goods or their part. To orders which shall be performed on the same day under the explicit request of the Buyer, and which were submitted after 14:30 of that day, a fee in the amount of PLN 15.00 (fifteen zloty) shall be added.

#### **Article 2 PAYMENT DATE**

The payment date for goods shall be counted from the date of issuing the invoice. Archimedes Sp. z o.o. shall include the payment date agreed between the parties in each invoice. Archimedes Sp. z o.o. reserves a right

to adjust the length of the credit period to the Buyer's standing. It shall also be entitled to make performance of the order dependant on delivery of a guarantee or on making a prepayment for ordered goods. When the parties agree on payments for goods in instalments, a delay in payment of any instalment shall immediately results in maturity of the remaining part of the amount due.

#### **Article 3 DELAY IN PAYMENT**

- When the amount resulting from an invoice is not paid within a specified time, Archimedes Sp. z o.o. shall be entitled to demand from the Buyer interests for a delay in the amount corresponding to a current statutory interest rate, to make immediately mature payments of all invoices which payment dates has not yet passed, and demand payment of the price by the Buyer before goods under other orders accepted for performance are issued.
- When any payment date specified by the Parties in the Agreement is not met, Archimedes Sp. z o.o. can suspend performance of the Order or subsequent Orders until the whole amount in default is paid, including additional amounts, or to demand appropriate securities for the payment. When the request for payment or security is refused or failed to perform, Archimedes Sp. z o.o. can terminate the Agreement, after specifying an additional payment date of 5 days for the Buyer, without being obliged to pay any damages to the Buyer. Furthermore, in the event of a delay in payment, the Buyer loses its right to the rebates granted. Archimedes Sp. z o.o. can terminate the agreement within one year counting from passing of the payment date specified in the invoice.

#### **VI RESTRICTION OF TITLE TO GOODS SOLD**

- Archimedes Sp. z o.o. reserves a title to the goods issued until the whole price is paid by the Buyer. This reservation cannot in any way modify the provisions of Article 2, section IV, specifying a division of risk. The Buyer shall be obliged to insure goods subject to the said reservation against fire and other fortuitous events.
- To ensure goods identification, the Buyer undertakes not to remove specific labelling of the goods before their entire price is paid. Any resale or transformation of the goods subject to reservation of the title are forbidden.
- When the Buyer resells or transforms goods subject to reservation of the title, or refuses to issue them to Archimedes Sp. z o.o. it shall be obliged to pay to Archimedes Sp. z o.o. a contractual penalty in the amount of 200% of the goods value.

#### **VII GUARANTEE, RETURNS AND POST-WARRANTY REPAIR TERMS AND CONDITIONS**

- Archimedes Sp. z o.o. hereby grants to the Buyer a statutory warranty and a guarantee for correct operation of purchased devices according to the rules foreseen in these General Terms and Conditions of Sales.
- The complaints under the statutory warranty and guarantee can be lodged in case of improper operating, goods defect or quantitative errors only within a period 12 months from a date of issuance of the invoice to the Buyer.
- The Buyer undertakes to immediately check the collected goods for possible visible defects or failures.
- In the event of any quantitative complaints, the complaint can be lodged:
  - for complaints resulting from incorrect loading of goods - on a day following the day of unloading goods/collecting goods from a carrier at the latest;
  - for complaints resulting from damages that occurred in transport - on a day of collecting goods from a carrier at the latest.
- In case of the complaints concerning quantitative shortages or damage resulting from the transport, it is necessary for the Buyer to place an annotation on the waybill about the type of damage in the purchased goods (confirmation of a lack or damage). The annotation on the waybill must be signed by the driver who performed the concerned delivery.
- Qualitative complaints concerning apparent defects should be notified to Archimedes Sp. z o.o. at the latest within 7 calendar days of the goods collection, the hidden defects should be notified no later than within 7 days of a date of their detecting, or the Buyer shall lose its rights under the statutory warranty or the guarantee.
- The Buyer's claim under the guarantee shall be handled within 14 working days of the date of lodging of the complaint with Archimedes Sp. z o.o. When participation of a manufacturer, in particular, resulting from a need to send goods to their manufacturer, is required for handling the complaint, the period for handling the Buyer's guarantee claim shall be extended for the time required to examine the sold goods. In that event the Buyer shall be individually notified about a date for settling the guarantee claim.
- When Archimedes Sp. z o.o. considers the complaint as justified, it can, at its own discretion, either replace the goods with the new, defect-free goods, repair the goods, or propose relevant damages. The settlement of the complaint in the manner described above excludes a possibility of claiming any and all further compensation, amounts or damages.

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9. A failure to notify a complaint within the time limits specified above shall result in a loss of the Buyer's right to lodge a complaint under the statutory warranty or the guarantee.
10. Under this guarantee, Archimedes Sp. z o.o. undertakes to remedy physical defects in the purchased device or to replace with a new one free of defects when the said defects are discovered during the guarantee period. To confirm the Buyer's rights under the quality guarantee, Archimedes Sp. z o.o. issues a Guarantee Card to the Buyer.
11. For effective performance of its right under the guarantee, the Buyer shall be obliged to deliver to Archimedes Sp. z o.o. with a damaged device: 1) Complaint report; 2) Guarantee Card with a proof of device purchase; 3) Completed Complaint Form in accordance with the specimen on the Archimedes website, 4) Completed Device Repair Card. The purchased device shall be replaced with a new one when Archimedes Sp. z o.o. finds a defect in the device that cannot be repaired.
12. Archimedes Sp. z o.o. shall not be held liable for damages caused during goods unloading.
13. Archimedes Sp. z o.o. shall not be held liable for damages caused by incorrect operation or storage of goods by the Buyer, or by errors in execution or design or any third parties.
14. The guarantee shall not cover:
  - a) damages to the equipment caused by its user following inappropriate or contrary to the operating manual use of the equipment, including its assembling, installation and maintenance;
  - b) damages to the devices caused by their operation contrary to its intended use, and in particular, by not following the operating manual;
  - c) damages to the devices caused by use of incorrect consumables;
  - d) damages to the equipment caused by its repair performed by unauthorised persons;
  - e) changes and modification in the design performed by unauthorised persons.
15. The guarantee of Archimedes Sp. z o.o. shall apply only to the first Buyer.
16. The goods should be sent in the original packaging or in a replacement packaging to the company address: SERVICE DEPARTMENT, Archimedes Sp. z o.o. ul. Polna 133, 87-100 Toruń, Poland. The costs of transporting the device to Archimedes Sp. z o.o. shall be borne by the Buyer.
17. The Buyer represents that it shall not lay claims and that it waives any claims against Archimedes Sp. z o.o. related to downtime of devices delivered by Archimedes Sp. z o.o. regardless of the causes of that downtime.
18. Excluding a wilful act, the total liability of Archimedes Sp. z o.o. towards the Buyer and its Customers for any claims, liabilities, damages, compensations, costs or expenses related to sale and delivery of goods and services shall be limited to the amount of remuneration paid to Archimedes Sp. z o.o. by the Buyer for an object or a service causing or leading to the said damage, claims, liabilities, costs, or expenses.
19. Costs of delivery of the device to Archimedes Sp. z o.o. shall be borne by the Buyer.
20. To technical disputes, standards of a manufacturer of purchased devices shall apply.
21. By accepting this complaint procedure, the Buyer waives its right to deduct its claims.
22. In case of a request to repair the goods not covered by the guarantee (post-guarantee repair), the repair shall be commenced on the basis of the individual written arrangements made between the Buyer and Archimedes Sp. z o.o. and after the written acceptance of the costs of post-guarantee repair by the Buyer. By sending the goods for post-guarantee repair, the Customer accepts the costs of checking (determination of the repair costs) of the goods / device in the amount of PLN 110 net per man-hour.
23. The purchased goods can only be returned under individual written agreements between the Buyer and Archimedes Sp. z o.o., where all costs and risks related to goods return shall be borne by the Buyer.
24. In the event of any returns the goods must be sent back on the Buyer's cost and risk, in their original packaging, and they cannot bear any signs of being used.
25. The Customer shall have a right to send back the received goods on the Archimedes Sp. z o.o. cost only when a wrong assortment has been shipped.

#### VIII RESPONSIBILITY FOR DAMAGES CAUSED BY THE PRODUCT

Archimedes Sp. z o.o. shall not be held liable for any damages caused by the product after it is collected by the Ordering Party.

#### IX INSTALLATION AND START-UP

1. To all works related to installation and start up, conditions and rates of Archimedes Sp. z o.o. concerning delegation of maintenance technicians and other employees shall apply.
2. In the event of unjustified calling for Archimedes Sp. z o.o. under complaint lodged, to replace or repair the product, Archimedes Sp. z o.o. shall charge all related costs to the Buyer.

#### X PARTIAL INEFFECTIVENESS

When any provisions of these GTC shall become invalid due to different statutory regulations implemented, other provisions shall remain in force.

#### XI PROTECTION OF PERSONAL DATA

1. A controller of personal data is Archimedes Sp. z o.o.
2. The Controller specifies the following legal basis for processing:
3. Concluding and performance of a civil law agreement with a person with whom a relevant agreement was concluded - regulations governing individual types of agreements in relation to Article 6.1 b) of GDPR and Article 9.2 b) of GDPR;
4. performance of obligations resulting from legal regulations, and in particular, for a purpose of maintaining accounting and fiscal documentation, OHS obligations, maintaining rules of traffic on site, IT servicing, etc. - Article 6.1 c) of GDPR;
5. pursuing in a common court of law the Controller's right against a natural person - Article 6.1 f) of GDPR.
6. Legal interest of the Controller is reflected in a necessity to process personal data of a natural person who concluded a civil law agreement with the Controller to pursue in a common court of law the Controller's right against a natural person.
7. Personal data are processed for periods necessary to maintain contractual, accounting and fiscal documentation, however, no shorter than a period of prescription of fiscal liabilities and civil claims.
8. Recipients of personal data are authorised employees of the Controller, and when other entities are entrusted with the processing, their authorised employees, as well as administrative authorities, services or institutions that request access to data under their rights resulting from relevant legislation or to whom the Controller will transfer the personal data under authorisation specified in provisions of law. The recipients of personal data can also be common courts of law, when the Controller pursues its rights against a given person in court.
9. The Buyer gives its consent to processing of its personal data for the purpose of performance of the agreement for the duration of the cooperation and for a period of prescription of possible claims related to performance of the agreement, in accordance with 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 (hereinafter referred to as GDPR, in force from May 25, 2018).
10. The Buyer has a right to access its personal data, and a right to rectify, delete them, to limit data processing, to transfer data, to object to their processing, a right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal. The Buyer is entitled to lodge a complaint with the supervisory authority when it decides that processing of its personal data infringes the current regulations.
11. The provided personal data can be made available to other entities, i.e., advertising agencies, suppliers of logistic services, subcontractors of Archimedes Sp. z o.o. services who process the Buyer's personal data under an order of Archimedes Sp. z o.o., and solely in accordance with its recommendations for a specified purpose and scope [entrusting of personal data for processing under Article 28.3 of GDPR].
12. All additional information is included in documents - [Personal Data Protection Policy](#) and [Privacy Policy](#) including Cookies Policy available at [www.archimedes.pl](http://www.archimedes.pl) in the footer, as well as in the information clauses available from the Data Protection Officer ([daneosobowe@archimedes.pl](mailto:daneosobowe@archimedes.pl)).
13. A contact with the appointed Data Protection Officer is possible at [daneosobowe@archimedes.pl](mailto:daneosobowe@archimedes.pl).

#### XII DISPUTES

Archimedes Sp. z o.o. and the Buyer shall attempt to settle amicably all disputes related to performance of agreements covered by these terms and conditions. When it is not possible to settle the issue amicably, a court competent to settle the dispute shall be a court competent for the registered office of Archimedes Sp. z o.o.

#### XIII MISCELLANEOUS

To all issues not governed by this Agreement the relevant provisions of the Civil Code shall apply.

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