



GENERAL CONDITIONS OF SALE

BP2 sp. z o.o.

I General provisions

1. The general terms and conditions of sale, hereinafter referred to as GTS, are applicable to all orders placed by the Customer, in particular for the distribution and sale of own products BP2 sp. z o.o. with its registered office in Krakow (hereinafter: Supplier) and goods not manufactured by the Supplier, but remaining in its commercial offer (hereinafter: own products or Goods).
2. To the extent permitted by the provisions of applicable law, these GTCS shall also apply to a Customer who is a natural person making a legal transaction with an entrepreneur which is not directly related to his/her business or professional activity.
3. Offers, advertisements, catalogues, folders, displays, leaflets, colour samples and information contained on the Supplier's website, i.e. www.bp2.pl, are for illustrative purposes only and do not constitute an offer within the meaning of the Civil Code. If no other time limit is given, the validity of the reply to each enquiry about the prices of individual Own Products and Goods is 7 days.
4. The provisions of this document, can only be accepted by the Recipient without reservations. Any reservations which are not expressly accepted by the Supplier in writing shall not be deemed effective.
5. Any terms and conditions for the performance of the contract contained in the Customer's documents (e.g. general terms and conditions of purchase) that are inconsistent with or go beyond the provisions of the contract (in particular the provisions of the GTS) proposed by the Supplier or reservations accepted by the Supplier shall be null and void and shall not be

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NIP: 6762431701, Regon: 121387608
KRS: 0000369912, BDO: 00027817,
Kapitał zakładowy: 96 838 900,00 zł

Zakłady produkcyjne:
Production plants:

Grojec, ul. Grojecka 39
32-566 Alwernia k/Krakowa

ul. Budowlanych 10
41-303 Dąbrowa Górnicza

Bank Handlowy w Warszawie S.A.
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PL76 1030 1508 0000 0008 0325 4052 EUR/SWIFT: CITIPLPX

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PL 59 1020 2313 0000 3402 0627 1235 PLN
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binding on the Supplier.

6. The Supplier reserves the right to make the GTS available on its website. The Recipient may at any time read the GTS on the Supplier's website and record it by means of an ICT system. The Supplier may send the Recipient a link to the GTS or deliver the GTS to the Recipient by e-mail.
7. Acceptance of the GTCS by the Customer means that the Customer has accepted their application also for all future contracts concluded between the Supplier and the Customer.
8. The GTCS form an integral part of any contract concluded between the Supplier and the Customer (including those concluded in the future), even if they are not explicitly referred to in individual cases.

II Procurement

1. The placing of orders for own products and other goods or services will take place in particular in writing, in document form or via the e-profile system.
2. The Supplier shall be entitled to require the Customer to confirm the authority of the person placing the order, on behalf of and for the Customer. In the event that the Recipient does not confirm the authorisation by the Recipient within 3 days from the date of sending the request, the Supplier may assume that the Recipient does not confirm the order placed.
3. If the Consignee has not indicated the persons authorised to represent the Supplier in particular in the scope of: placing orders, receiving goods, invoices and signing documents confirming the receipt of goods, the Supplier shall be entitled to assume that each person signing the aforementioned documents, in particular at the Consignee's registered office or sending declarations and documents on behalf of the Consignee (including from the Consignee's business e-mail box) shall be deemed to be a duly authorised representative of the Consignee.
4. Before placing an order, the Customer is obliged to check the conformity of the information contained in the quotation prepared by the Supplier with its enquiry and to notify the Supplier in documentary or written form of any discrepancies found.

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5. Dostawca zobowiązuje się do realizacji zamówienia po otrzymaniu przez Odbiorcę potwierdzenia przyjęcia zamówienia.
6. An order placed by a Customer running a business activity is tantamount to the following that he/she declares that he/she is a VAT payer, has provided the Supplier with a tax identification number and authorises the Supplier to issue an invoice without the Customer's signature.
7. Placing an order is tantamount to acceptance of the GTS and consent to the processing of personal data, name, address and contact details of the Recipient. The Recipient shall be obliged to notify each change of the aforementioned data immediately after its occurrence.
8. An order may be accepted for fulfilment in whole or in part.
9. Unless otherwise stipulated, orders are fulfilled at the prices and dates applicable to the Recipient on the day of sending the confirmation of order fulfilment by the Deliverer, however, the Deliverer has the right to withdraw from the order or change its terms, unless the Recipient is a natural person conducting business activity, who places an order related to his/her business activity, when it appears from the content of the order that it does not have a professional character for him/her, the Recipient shall not be entitled to any compensation for lost profits and benefits and claims for repair of damages resulting from the Supplier's withdrawal from the execution of the order or untimely execution or delivery.
10. Modification, postponement or cancellation of a placed order by the Recipient is possible only with the consent of the Supplier. The Supplier shall not be liable in any way for the product having certain characteristics or for the suitability of the ordered products for the purposes desired by the Recipient or his customer, which, as a rule, are not known to the Supplier, unless the Supplier provides the Recipient or his customer with a written assurance that the product has certain characteristics or is suitable for specific purposes. With regard to a Customer who is a natural person conducting a business activity, when it follows from the content of the order that it does not have a professional character for him, the Supplier shall not be liable for the non-conformity of the goods with the contract to the extent referred to in Article 43b Paragraph 2 or 3 of the Consumer Rights Protection



Act, if this person, at the latest at the time of the conclusion of the contract, has been expressly informed by the Supplier,

that a specific characteristic of the goods deviates from the requirements of conformity with the contract as defined by the aforementioned provisions, and has expressly and separately accepted the lack of a specific characteristic.

11. The Supplier prepares material cutting proposals on the Customer's order on the basis of data and documents provided by the Customer. The cutting proposals constitute auxiliary material for order preparation by the Customer. Cutting proposals do not constitute a project within the meaning of the applicable provisions of the law, in particular the Construction Law, and do not constitute an offer within the meaning of the Civil Code. Before placing the order, the Buyer should check the adequacy of the cuts to the object's measurements from nature and technological requirements and obtain the approval of the object's designer and the investor and the investor. The Customer is solely responsible for the correctness of the order. The Supplier shall only be liable for the performance of the subject of the contract in accordance with the order placed by the Customer. The Supplier shall not be liable for incorrectly prepared and submitted orders which do not correspond to the Customer's expectations.

III Time of conclusion

The contract is concluded at the earliest time, i.e.:

- i. dispatch of the Order Confirmation (the contract is concluded only on the terms indicated in the Order Confirmation) by the Supplier, or
- ii. receipt by the Supplier of an order based on the Supplier's quotation (provided that the Customer's order in no way changes the Supplier's offer), or
- iii. the Supplier's accession to the performance of the contract, or
- iv. signature of the contract by the Parties.

IV Delivery and collection

1. Unless otherwise specified on the order sent, the Supplier shall deliver the ordered products with its own transport or through a carrier to the warehouse of the Recipient. The date of



- delivery is the date on which the ordered products are released from the Supplier's warehouse.
2. Upon receipt of the goods, the Consignee is obliged to sign the documents confirming receipt of the goods legibly (with his/her name and surname), thus confirming receipt of the goods. Failure to sign the documents of receipt of goods by the Consignee shall be treated as a lack of objection to the goods.
 3. The Customer shall be obliged to indicate to the Supplier an authorised person to collect the goods and sign the relevant documents confirming the collection of the goods, at the latest 2 working days prior to the collection of the goods. In the event that the Customer does not indicate a person authorised to collect the goods, it shall be assumed that each person signing the indicated documents at the place of delivery or collection of the goods is its representative (holding the power of attorney of the Customer).
 4. Unless otherwise specified on the order sent, the Supplier delivers the ordered products on wooden pallets, which are a separate item of sale.
 5. In agreement with the Supplier, a different place of delivery may be agreed, which may incur with additional costs on this account. All costs in this respect shall be borne by the Customer.
 6. The consignee is obliged to check the possibility of safe access and carry out efficient unloading. The risk of loss of or damage to the goods shall pass to the Consignee as soon as the unloading of the goods has commenced.
 7. Ordered products may also be collected from the Supplier's warehouse by the Customer's own transport or by a carrier indicated by the Customer or the Supplier. If the ordered products are collected from the Supplier's warehouse, the date of delivery shall be the date on which they are handed over to the Customer or to a carrier indicated and authorised by him or by the Supplier. It is then that the risk of loss of or damage to the goods passes to the Customer.
 8. Refusal to accept the object of the order, as well as other cases of delay in its acceptance, do not exempt the Customer from paying the price. In such a case, the Supplier shall be entitled to claim remuneration for transport and storage of the goods on its own or may give the subject of the order for storage to a third party at the expense and peril of the Recipient. In addition, the Supplier may sell the goods for the account of the Customer pursuant to Article



551 of the Civil Code, recognise that the goods have been delivered, issue a VAT invoice or a debit note to the Customer for the goods and any costs associated with the contract, recognising the contract as fulfilled or withdraw from the contract (in whole or in part) with immediate effect.

9. In the event that the Customer is delayed in collecting the goods for more than 7 days, counting from the collection date set by the Supplier, the Supplier may withdraw from the contract (in whole or in part) through the fault of the Customer with immediate effect.
10. If, for reasons for which the consignee is responsible, the surrender did not take place or took place delayed, the risk of accidental loss of or damage to the object of the order shall pass to the Consignee from the moment that the release is offered.
11. The Customer, acting personally or through a driver delegated to perform carriage, accepts cargo for carriage from the Supplier only in the situation when the carriage is possible to perform without violating any standards in the scope of vehicle weight, maximum axle pressures provided for the roads on which the carriage will be performed and maximum allowed vehicle dimensions. When taking over a load or ordering it to be taken over from the Consignee, the Consignee declares that he is aware of the binding norms in the scope as specified above and undertakes to perform carriage in accordance with the law in force and before starting the carriage he checks whether these norms are not exceeded.
12. In the case of any risk of a breach of the standards referred to in point 20 or of a in the event of their being exceeded ascertained prior to the commencement of transport of the cargo taken on in any of the Supplier's warehouses, the Consignee or the carrier is obliged to refuse to accept the cargo for carriage. Any penalties imposed by the Polish and European inspection authorities in relation to the performance of transport by the Customer or the carrier in breach of the regulations defining the permissible weights of vehicles, permissible axle loads and maximum dimensions shall be charged to the carrier or the Customer.
13. If it is not possible for the driver delegated by the Consignee or the carrier to carry out the loading activities, he shall supervise and control the activities carried out by the Supplier's



employees and may issue instructions to them in this respect. By this document, the Supplier and the Consignee transfer responsibility for the activities specified Article 43 of the Act of 15 November 1984 Transport Law to the Consignee.

14. The Customer declares that he authorises the Supplier to leave the ordered goods at the address indicated in the order in any case. At the same time, he undertakes to ensure a convenient access to the place of delivery for the Supplier's vehicles, in particular to enable a lawful passage on the road leading to the place of delivery by an abnormal vehicle, to prepare an appropriately sized entrance to the place of delivery and to properly pave the access road under pain of liability for damages resulting from failure to comply with or improper compliance with this obligation.
15. In the case of delivery of the Supplier's own products or goods, the Recipient is obliged to state in the order the address to which they are to be delivered. In the event that this obligation is not fulfilled or the address provided turns out to be incorrect, the Supplier is entitled to charge the Customer a contractual penalty in the amount of:
 - 1) up to EUR 100 if the address is not specified in the order,
 - 2) 2 euro each kilometre travelled by the Supplier to the wrong address from his last unloading/loading point and from the wrong address to his next unloading/loading point.This provision does not apply when the Recipient is a self-employed natural person who places an order related to his/her business activity when it is clear from the content of the order that it is not of a professional nature for him/her.

V Payment

1. Unless otherwise agreed, payment for own products and goods received by the Customer and goods as well as delivered pallets shall be made in each case within the period specified in the invoice issued by the Supplier and to the bank account specified therein.
2. The moment of payment shall be deemed to be the day on which the Supplier's bank account is credited or, in the case of cash payment, the day on which the funds are handed over to the

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person authorised by the Supplier to receive payment.

3. Prior to the conclusion of the contract or during its execution (at any stage thereof), at the Supplier's request, the Customer shall be obliged to make an advance payment for the goods, within the time limit and in the amount specified by the Supplier.
4. The Supplier may make acceptance of an order contingent upon the payment of a deposit, within the time and amount indicated by the Supplier.
5. The Customer agrees that the advance payment may be set off against the price of the goods, as well as any other due liabilities of the Customer to the Supplier, regardless of their legal title.
6. In the event of a delay by the Customer in fulfilling any of the obligations set out in the contract, including in the payment of the advance payment, the Supplier shall be entitled to postpone the date of performance of the contract to the extent specified by it (at least by the time of the delay).
7. If there is a reasonable basis, in the Supplier's opinion, to believe that the Recipient will not fulfil its contractual obligation, the Recipient does not fulfil any of its contractual obligations or proceedings have been initiated against the Recipient in order to settle its obligations, the Supplier is entitled to demand from the Recipient, in particular, to pay for the goods in advance or to provide guarantees or payment securities specified by the Supplier, within the period, form and scope specified by the Customer. In the event of the Customer's failure to perform, within the period specified by the Supplier, the obligations set out in the preceding sentence, the Supplier may withdraw from selected or all contracts with the Customer (in whole or in part), with immediate effect.
8. The Supplier reserves the right to sell to the Customer goods not paid for on the date of conclusion of the contract up to an amount specified by the Supplier (hereinafter: Merchant Limit).
9. The merchant limit applies to all unpaid receivables under any contract binding the Parties even if they are before the due date.
10. Exceeding the Buyer's Limit entitles the Supplier at any time to limit or cease the sale of goods



to the Customer, or to suspend the performance of contracts already concluded.

11. In the event of non-payment within the time limit specified in the invoice, the Supplier shall be entitled to interest from the Recipient for delay in commercial transactions, unless the Recipient is a natural person conducting business activity, who submits the Order related to his business activity, when the it is evident from the content of the Order that it does not have a professional character for him. In that case, the Supplier shall be entitled to statutory interest for delay.
12. In cases of overdue obligations, non-payment of interest for late payment or exceeding the agreed trade credit limit, the fulfilment of further orders may be suspended until the relevant payments have been made.
13. The Supplier reserves the right to increase the price of the goods, at any stage of the performance of the contract, in case of any reason to increase the price, such as, among others: introduction of other public and legal charges, delay in the performance of the contract for reasons not attributable to the Supplier, increase in customs duty, change in the currency exchange rate (by more than 5% in relation to the date of conclusion of the contract, assuming for its calculation the average exchange rate published by the National Bank of Poland; the price increase shall be by an amount exceeding 5%), increase in production costs, increase in price of raw materials, components or other materials supplied to the Supplier and needed for performance of the contract, the price increase shall be by the value indicated by the Supplier. by a value exceeding 5%), increase in production costs, increase in price of raw materials, components or other materials delivered to the Supplier and needed for the performance of the contract, the increase in price of the goods shall be by the value indicated by the Supplier, the Customer shall be bound by the new, higher price. The Supplier shall inform the Customer of the price change in writing or by document.
14. The Supplier, in order to secure its receivables arising, inter alia, from the contract concluded with the Customer, it may insure it; the Customer is then obliged to submit to a verification procedure by the insurer of the Supplier's receivables by presenting documents and information indicated by the Supplier, within the scope and timeframe specified by the



Supplier.

15. In the event that the value of the contract exceeds the amount of the Recipient's payment insurance obtained by the Supplier - the Recipient shall pay the difference between the amount of the insurance and the value of the contract to the Supplier, within the period specified by the latter, by way of prepayment.
16. The Supplier shall be entitled to withdraw with immediate effect from all or part of all or selected contracts with the Customer in the event that the insurance company withdraws insurance cover for the Supplier's claims against the Customer, and the Customer within the period set by the Supplier, fails to provide the Supplier with other effective security for the claim or fails to make a prepayment within the scope in which the insurer has withdrawn the insurance cover.
17. The Supplier is not bound by the security proposal presented by the Buyer, and acceptance of the security presented by the Buyer is solely at the discretion of the Supplier. The Supplier shall not be liable for damages to the Buyer in the event of withdrawal from the contract, in whole or in part, in the case referred to in this and the preceding paragraph.

VI Claims, warranty and guarantee

1. All quantitative and qualitative complaints must be made in writing and must state the type of damage and the desired method of dealing with the complaint, as well as data clearly identifying the goods being complained about, in particular the invoice number and the order number.
2. The lodging of a complaint shall in no case release the Recipient from the obligation to pay within the time limit and under the conditions specified in the invoice for the advertised product, unless the Recipient is a natural person conducting business activity, when it follows from the content of the Order that it does not have a professional character for him. In such a situation, the Recipient shall be entitled to withhold payment under the conditions set out in Article 43f of the Consumer Rights Protection Act.
3. If an employee of the Consignee damages the goods of another Consignee during the receipt of the ordered goods, the necessity to cover the losses arising therefrom shall pass to the

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Consignee responsible for the damage.

4. Any discrepancies and remarks as to the quantity and quality of the products as well as the condition of the packaging that can be ascertained at the time of delivery or collection must be confirmed in writing by the driver or an employee of the Supplier's warehouse and reported immediately.
5. If, due to the packaging of the goods, it is not possible to ascertain quantity defects or remarks on quality at the time of delivery or collection, they shall be reported at the latest at the time of removal of the packaging made within the time limit specified in a separate document specifying the conditions for storing the goods, available on the Supplier's website at: www.bp2.eu.

If the Customer, uses or assembles the goods with a previously identified defect, the Supplier shall not be liable for non-conformity of the thing sold with the contract.

6. For tolerances in respect of shape, dimensions, weight, appearance and thickness of coatings, colours, shades of and others are referred to the Polish and European standards applicable to the product in question.
7. In order to maintain the entitlements due to the non-conformity of the sold thing with the contract and the guarantee granted for some of its own Products, the Buyer is obliged to comply with the terms and conditions of transport, storage, assembly instructions, guarantee and other applicable documents developed by the Supplier and to familiarise persons purchasing these goods from the Buyer with these terms and conditions. The documents indicated above are available on the Supplier's website at: www.bp2.eu.
8. The terms and conditions of the guarantee provided for certain proprietary Products are set out in the guarantee card accompanying the Product. However, if the damaged surface constitutes no more than 5% of the total surface of the purchased roofing, façade or steel sheet coils, the guarantee does not apply, unless the Customer is a natural person running a business who places an order related to his/her business activity, when the it follows from the content of the order that it is not of a professional nature for him .
9. The Supplier shall not be liable for differences in colour, shade, coating appearance and

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deviations in dimensions, unless the Customer is a self-employed individual when it is evident from the content of the Order that it does not have a professional character for him.

10. The Supplier and the Customer, who conducts business activity, exclude the Supplier's liability for non-compliance of the sold thing with the contract delivered as second-rate goods and defects of other goods when the damaged surface constitutes no more than 5% of the total surface of the purchased roofing, façade or steel sheet coils, unless the Customer is a natural person who conducts business activity, who places an order related to his business activity, when it is clear from the content of the order that it does not have a professional character for him.
11. The consignee who carries out business activities declares that he is aware of the loss of rights warranty or non-conformity of the goods sold with the contract with regard to inaccuracies in the adhesion of the sheets after installation and the possibility of corrugations occurring in the adhesion of the sheets to each other after installation and the possibility of corrugations during and after installation of the goods. This declaration only applies to sheets marked RPL, ML or RPSL. This declaration does not apply if the Customer is a self-employed individual who places an order related to his/her business activity, when it is evident from the content of the order that it is not of a professional nature for him.
12. The Customer, who conducts business activity, declares that in the event of placing orders for metal sheets with dimensions exceeding their maximum permissible length indicated by the Supplier, he is aware of the loss of rights to which he is entitled under warranty and non-conformity of the sold item with the contract concerning damage caused during transport of the goods. This declaration does not apply if the Customer is a natural person conducting business activity, who places an order related to his/her business activity, when it follows from the content of the order that it is not of a professional nature for him.
13. The Supplier declares that it excludes the application of the provisions of Article 560 et seq. of the Civil Code concerning warranty. This declaration does not apply to a situation where the Customer is a natural person conducting business activity when it follows from the content of



the order that it does not have a professional character for him. In such a situation, the Customer shall be entitled to the claims specified in Chapter 5a of the Act on the Protection of Consumer Rights and in the provisions of the Civil Code.

14. The Supplier shall not be liable for any direct or indirect losses or collateral damage resulting from

a physical defect in the goods, which means that claims by the Customer for any damage occurring after delivery of the goods as a result of a physical defect other than damage to the goods themselves are excluded.

VII SOLROOF Special Provisions[®]

1. SOLROOF[®] products are sold by transferring ownership of the product from the Supplier to the Customer, who then sells the product to the end customer. Only the Customer is a party to the sales contract with the Supplier.
2. It is the responsibility of the Customer to inform the End Customer of the provisions of this General Terms and Conditions of Sale document. The Supplier shall not be liable for the Customer's failure to inform the End Customer of these terms and conditions and the Supplier shall not be obliged to satisfy any claims of the End Customer arising from the Customer's failure to inform the End Customer of the contents of this document.
3. The supplier reserves the right not to be responsible for the end customer's designation of the installation location for the inverter and electrical protection required for the installation of SOLROOF products[®]. The supplier is not liable for any damage caused by the end customer's failure to designate a suitable location for the installation of the inverter and electrical protections.
4. The supplier is not responsible for determining the distance between the inverter and the final optimiser. The end customer is solely responsible for the correct determination of the distance between the indicated components. The Supplier shall not be liable for any damage caused by the end customer's failure to correctly determine the distance between the inverter and the optimiser.
5. The End Customer is obliged to ensure that the installation is grounded below 10 Ohms. The



Supplier shall not be liable for any damage resulting from the End Customer's failure to comply with the aforementioned condition.

6. The end customer is obliged to ensure that the roof is earthed to the electrical distribution board. The supplier shall not be liable for any damage resulting from the end customer's failure to comply with the aforementioned condition.
7. All obligations of the Supplier under Directive 2012/19/EU of the European Parliament and of the Council of 4 July 2012 on waste electrical and electronic equipment (WEEE) shall be transferred to the Recipient, who undertakes to comply with them.
8. The Customer waives any claims against the Supplier that may arise under the aforementioned Directive.

VIII Force majeure

1. The Supplier is not liable for non-performance or undue performance (e.g. for failure to deliver the goods on time) of contractual obligations, either in whole or in part, insofar as this is due to force majeure, which includes in particular: war (declared or undeclared), martial law, state of emergency, other military action, military manoeuvres, terrorist action, mobilisation, rebellion, riot, revolution, insurrection, military or civil upheaval, embargo, radioactivity or contamination by radioactivity, epidemic, pandemic, viral or bacterial threat, earthquake, flood, fire, hail, heavy rain or snow, high (+30°C and above) or low (-5°C and below) temperatures making it technologically impossible to carry out the work, weather conditions making it technologically impossible to carry out the work, natural disasters, strike or other labour conflict, accident, transport delay, breakdown of public utilities, roadblock, transport damage, time limitations in the road traffic of lorry transport, limitations in the work of carriers (e.g. in the case of a road accident), weather conditions (e.g. in the case of a road accident) in the work of carriers (e.g. air, land, sea, inland waterway), shortage or interruption of power or gas supply, shortage of materials and raw materials, shortage of components, amendment of law, regulation or action of state authorities and agencies; or if the Supplier's performance of its contractual obligations has become unduly burdensome, in the Supplier's opinion, due to the occurrence of circumstances the exclusion of which was a condition for the conclusion



of the contract; or events that are beyond the control or not attributable to the Supplier, which cannot be foreseen or avoided, and which occur after the conclusion of the contract and become, in the opinion of the Seller, an obstacle to the performance of the contractual obligations.

2. Circumstances of Force Majeure shall relieve the Supplier of the performance of its contractual obligations for such time as, in the Supplier's opinion, they prevent or hinder the Supplier from performing its contractual obligations.
3. The contractual deadlines shall be extended, at least for the duration of the Force Majeure (as indicated by the Supplier).
4. The Supplier affected by the Force Majeure shall notify the Customer.
5. Each Party shall bear its own additional costs resulting from the Force Majeure.
6. The provisions regarding Force Majeure shall also apply if the Force Majeure occurs at the Supplier's suppliers/contractors/subcontractors, in particular at the Supplier's designated warehouse or production facility.
7. If the Force Majeure persists for more than 90 working days, the Supplier shall have the right to withdraw from the contract with immediate effect, without any liability on the part of the Supplier.
8. The Supplier shall have the right, irrespective of any extension of the performance deadline for the duration of the Force Majeure, to request an additional extension for a period to be determined by the Supplier, without incurring any liability on this account.
9. The fact of Force Majeure shall not release the Supplier from his obligation to pay in particular for goods taken over, and for goods produced or in preparation but not taken over in accordance with the agreement due to the Force Majeure event; in case of doubt, payment shall be made within the period specified by the Supplier.
10. The parties undertake to exercise all due diligence in the event of Force Majeure in order to limit its impact on the performance of their obligations under the contract.

IX Personal data

1. Pursuant to Article 13(1), (2) of Regulation (EU) 2016/679 of the European Parliament and of

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ul. Marii Konopnickiej 29
30-302 Kraków

NIP: 6762431701, Regon: 121387608
KRS: 0000369912, BDO: 00027817,
Kapitał zakładowy: 96 838 900,00 zł

Zakłady produkcyjne:
Production plants:

Grojec, ul. Grojecka 39
32-566 Alwernia k/Krakowa

ul. Budowlanych 10
41-303 Dąbrowa Górnicza

Bank Handlowy w Warszawie S.A.
PL95 1030 1508 0000 0008 0325 4001 PLN
PL76 1030 1508 0000 0008 0325 4052 EUR/SWIFT: CITIPLPX

PKO BANK POLSKI S.A.
PL 59 1020 2313 0000 3402 0627 1235 PLN
PL 76 1020 2313 0000 3902 0627 1557 EUR/SWIFT: BPKOPLPW



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 (General Data Protection Regulation), Official Journal of the EU L 119 of 4.5.2016 - hereinafter referred to as "RODO", the Supplier informs that:

- 1) The administrator of the personal data provided by the Recipient is BP2 sp. z o.o. with its registered office in Kraków (30-302), ul. Marii Konopnickiej 29 with its place of business in:
 - a) Grojec, ul. Grojecka 39, 32-566 Alwernia;
 - b) Dąbrowa Górnicza (41-303), ul. Budowlanych 10.
- 2) The Provider has appointed a Data Protection Officer, Ms Wioletta Kaczmarek, who can be contacted via e-mail address: inspektor@bp2.pl.
- 3) The Data Protection Officer can be contacted on all matters concerning the processing of personal data and the exercise of rights relating to data processing.
- 4) Personal data will be processed on the basis of:
 - a) Article 6(1)(a) RODO, i.e. the data subject's consent to the processing of their data for one or more specified purposes;
 - b) Article 6(1)(b) RODO for the performance of a contract to which the data subject is a party;
 - c) Article 6(1)(c) RODO in order to comply with a legal obligation incumbent on the Administrator.
- 5) Recipients of personal data will be only entities entitled, to obtain personal data on the basis of legal regulations and also entities cooperating with the Provider, which process data on behalf of the Administrator on the basis of relevant entrustment agreements.
- 6) Personal data will be retained for the period necessary to fulfil the purposes of the processing referred to in para. 4 above, and thereafter for the period necessary to carry out the archiving resulting from the Act of 14 July 1983 on the national archival resource and archives,
- 7) The recipient or persons acting on its behalf have the right to:
 - a) access to your personal data in accordance with Article 15 of the RODO;
 - b) rectification of data in accordance with Article 16 of the RODO;
 - c) deletion of data in accordance with Article 17 of the RODO;



- d) limitation of processing in accordance with Article 18 RODO;
 - e) to object in accordance with Article 21 RODO;
 - f) data portability in accordance with Article 20 RODO.
- 8) In the case of processing of personal data on the basis of Article 6(1)(a) of the RODO, the Recipient or persons acting on its behalf have the right to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent prior to its withdrawal.
- 9) The Recipient or persons acting on his/her behalf shall have the right to lodge a complaint with the supervisory authority, i.e. the President of the Office for the Protection of Personal Data with its seat in Warsaw (00-193) at 2 Stawki Street, in the event that they consider that the processing of the data violates the provisions of the data protection law.
- 10) Personal data provided to the Supplier will not be subject to automated decision-making, including profiling,
- 11) The provision of personal data by the Recipient is mandatory when the basis for the processing of personal data is a provision of law or a contract concluded between the parties. Where the processing of personal data is based on consent, the provision of data is voluntary.

X Final provisions

1. The Recipient agrees that declarations of intent or other statements related to the related to the fulfilment of the obligations arising from the GTS, including any correspondence between the Parties - e.g. statements concerning the delivery address of a call for payment - may be forwarded to the Parties in electronic form to the electronic mail addresses indicated on their websites or in the Customer Card signed by the Recipient.
2. In matters not regulated by the provisions of these GTS, the provisions of the Polish law shall apply, including in particular the provisions of the Civil Code. in particular the provisions of the Civil Code.
3. The Supplier declares that it is a large enterprise within the meaning of Annex I to the Commission Regulation of 17 June 2014 No. 651/2014 declaring certain types of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty



(Official Journal of the EU L 187 of 26.06.2014, p. 1).

4. Disputes between the Supplier and the Customer shall be dealt with by the court having jurisdiction over the Supplier's registered office.
5. Pursuant to Article 458⁹ § 1 of the Code of Civil Procedure, the Supplier and the Recipient agree that.
in the event of any future litigation between them, they exclude the possibility of hearing evidence from the Parties.
6. The Supplier shall be entitled to modify this document at any time for valid reasons by publishing an updated text via the Supplier's website.
7. The provisions of these General Terms and Conditions of Sale are severable, and the invalidity of any of them shall not affect the validity of the remaining provisions.
8. This document has been drawn up in several language versions. In the event of any differences between the language versions, the Polish version shall prevail.

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