

## ***General Terms and Conditions of Sale***

### **1. Definitions**

- "Seller" refers to Positeq Sp. z o.o.
- "Buyer" refers to the business entity purchasing goods from the Seller.

### **2. Orders**

- Orders must be placed via email in PDF format. Alternatively, orders provided in the email body must include the item codes, quantities, and agreed prices.
- Orders are binding upon written confirmation by the Seller.

### **3. Payment Terms**

- Payments are accepted only via bank transfer.
- Payment deadlines are individually negotiated with each Buyer and specified on the invoice.
- Late payments may incur statutory interest for commercial transactions, as defined by Polish law, unless otherwise agreed.

### **4. Delivery Terms**

- Delivery terms, including timelines and responsibilities, are agreed upon individually with the Buyer.
- The Seller shall not be liable for delays caused by third parties or force majeure.

### **5. Prices**

- All prices are quoted as net amounts, excluding VAT and shipping costs.
- Shipping costs are borne by the Buyer unless otherwise agreed in writing.

### **6. Warranty**

- Goods are covered by a 12-month warranty starting from the date of delivery.
- The warranty covers manufacturing defects but excludes damage caused by improper use, handling, or external factors.

### **7. Liability**

- The Seller's liability is limited to the value of the goods purchased. The Seller shall not be liable for indirect or consequential damages.

### **8. Order Cancellations**

- Orders and contracts cannot be canceled unless the Buyer demonstrates that the cancellation is due to the Seller's fault.

## **9. Applicable Law**

- The law applicable to these terms and agreements between the parties is exclusively Polish law. In matters not regulated by the provisions of these terms and conditions, the provisions of the Civil Code shall apply accordingly. Agreements are governed by Polish law. Disputes shall be resolved under the jurisdiction of Polish courts.

**10. These Terms and Conditions for Complaints are effective from 05.12.2024.**