



ALFA SAGITTARIUS

GENERAL TERMS AND CONDITIONS OF SALE

§ 1

DEFINITIONS

1. Whenever these General Terms and Conditions of Sale use the following terms without further specification:
 - a) **Business Days** – this shall be understood to mean days from Monday to Friday, excluding public holidays in the Republic of Poland.
 - b) **Shipping documents** – this shall be understood to mean documents relating to the delivery of Goods to the Buyer by means of transport arranged by the Seller.
 - c) **Civil Code** – this refers to the Act of April 23, 1964, Civil Code (Journal of Laws No. 16, item 93, as amended).
 - d) **Buyer** – this refers to a natural person, a legal entity, or an organizational unit without legal personality to which the law grants legal capacity, interested in establishing a commercial relationship with the Seller and/or being a party to the Agreement or a Separate Agreement (legal relationship) concluded with the Seller.
 - e) **GTC** – this refers to this document (General Terms and Conditions of Sale), which constitutes an integral part of the Agreement or a Separate Agreement (legal relationship).
 - f) **Payment Limit** – this refers to the maximum amount, expressed in Polish zlotys, set by the Seller and granted to the Buyer under the terms specified in these GTS and/or the Agreement or Separate Agreement, up to which the Buyer may purchase Goods and/or Services from the Seller with deferred payment.
 - g) **GDPR** – this refers to Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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) – OJ EU L 2016.119.1 of May 4, 2016, as amended
 - h) **Seller** – this refers to the limited partnership operating under the name ALFA SAGITTARIUS Jerzy Kowynia Spółka komandytowa, with its registered office in (30-134) Krakow at ul. Stanisława Kunickiego 10, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Krakow – Śródmieście in Krakow, 11th Commercial Division of the National Court Register, under KRS number: 0000960329, NIP: 677-247-54-91, REGON: 521483251.
 - i) **Goods (Good)** – this term refers to all movable items (i.e., materials, products, raw materials, etc.) available in the Seller's product range.
 - j) **Agreement** – this term refers to the legal relationship between the Seller and the Buyer (a sales agreement and/or other agreement transferring ownership of the Goods, etc., under which the Parties may also provide for the provision of Services), concluded in accordance with the provisions of these GTC (which constitute an integral part of the Agreement), pursuant to which the transfer of ownership of the Goods specified in detail in the Order and/or the provision of Services takes place.
 - k) **Separate Agreement** – this shall be understood as the legal relationship between the Seller and the Buyer (a cooperation agreement, another agreement defining the Parties' ongoing business relations, etc.), concluded for the purpose of ongoing commercial cooperation, defining the rights and obligations of the Parties, to which the GTS apply to the extent not regulated in the legal relationship in question.
 - l) **Services** – this refers to all additional services provided by the Seller to the Buyer under the Agreement and/or the Separate Agreement (to the extent provided therein), as well as based on and these GTS, in particular regarding transportation, loading, unloading, and warehousing or storage.

- m) Order** – this refers to a document (established by the Seller in the form of a standardized form, available on the Seller’s website at: <https://alfasagittarius.eu/wspolpraca/> in the “Additional Downloads” section, specifying in particular the exact name and code of the Goods and/or Services, the address and registration details (including tax information) of the Buyer, the quantity of the ordered Goods and/or Services, the package size, the Order fulfillment date, as well as detailed delivery information (exact address of the pickup location: street and property number, city, ZIP code, country—in the case of delivery outside the territory of the Republic of Poland, pickup point opening hours), contact person details (in particular, first and last name, phone number, email address), and the opening hours of the warehouse, which serves as the basis for concluding the Agreement or constitutes a stage in the performance of a Separate Agreement.
2. The Seller and the Buyer may hereinafter be referred to in these GTC individually as a Party or collectively as the Parties.
 3. By the documentary form of concluding the Agreement or making statements related thereto, the Parties mean the legal form regulated in Article 77⁽²⁾ of the Civil Code.
 4. By the electronic method of concluding a Separate Agreement or making statements related thereto, the Parties mean the legal form regulated in Article 78⁽¹⁾ of the Civil Code.

§ 2

GENERAL PROVISIONS

1. These General Terms and Conditions are applied by the Seller in its business dealings with the Buyer (to the extent specified in this document) and set forth the procedure for entering into the Agreement (including placing an Order), as well as the basic terms and conditions governing the cooperation between the Parties with respect to the sale of Goods by the Seller to the Buyer and the provision of Services by the Seller to the Buyer (to the extent provided for in the Agreement).
2. The provisions of these GTS apply to a Separate Agreement, concluded in written or electronic form, under penalty of nullity, to the extent not regulated in the relevant legal relationship (the Separate Agreement).
3. These GTS also apply to all activities related to and/or preceding the conclusion of the Agreement (including the Separate Agreement).
4. In the event of a conflict between these GTC and the content of the Agreement (including the Order) or the Separate Agreement, the Agreement (including the Order) or the Separate Agreement shall prevail.
5. The GTC are an integral part of every offer, price list, legal relationship (including the Agreement or Separate Agreement), and Order.
6. Any deviations from these GTC require the Seller’s consent and must be expressly specified in the Agreement (including the Order) or a Separate Agreement, in accordance with the form prescribed for the relevant legal relationship in these GTC.
7. Information presented in catalogs, brochures, price lists, and other documents specifying the technical and/or functional specifications of the Goods, as well as information about Services, sent to the Buyer or available on the Seller’s website, shall be treated solely as commercial information indicating approximate sales prices and shall in no way constitute an offer within the meaning of Article 66 § 1 of the Civil Code, unless expressly stated otherwise. Samples and prototypes of the Goods are provided solely for presentation purposes and are not, nor need they be, identical to the final Goods.

§ 3

METHOD OF CONCLUDING THE AGREEMENT

1. All statements by the Parties arising from the application of these GTC, including the placement of an Order and its confirmation of acceptance for fulfillment, as well as any changes and/or additions to the Order, and the initiation of the Order, shall be made:
 - a) for the Agreement, in writing or in a documented form (under penalty of nullity), subject to the exceptions provided for in these GTC or the Agreement;
 - b) for a Separate Agreement, in writing or electronically (under pain of nullity), subject to the exceptions provided for in these GTC or the Separate Agreement.
2. Any written or electronic documentation (price lists, offers, specifications, etc.) from the Seller may not be disclosed to third parties and is intended solely for the Buyer for the purpose of purchasing Goods and/or Services

from the Seller, except where the Buyer discloses such documentation to its advisors or associates (i.e., lawyers, accountants, etc.).

3. All price quotes must be confirmed by the Seller in writing or in a documented form prior to placing an Order.
4. The Order is placed in writing or via email using the form provided by the Seller (under penalty of nullity) and must specify the exact name and code of the Goods and/or Services, the address and registration details (including tax information) of the Buyer, the quantity of the ordered Goods and/or Services, the package size, the Order fulfillment date, as well as detailed delivery information (exact address of the pickup location: street and property number, city, ZIP code, country—in the case of delivery outside the territory of the Republic of Poland, pickup point opening hours), contact person details (in particular, first and last name, phone number, email address), and warehouse opening hours.
5. An Order placed in a form other than via the Order form provided by the Seller has no legal effect (it does not bind the Seller). The Seller may permit the placement of an Order on the Buyer's form, based on consent expressed in writing or in a documented form, under penalty of nullity.
6. The Seller is obligated to confirm the Order (submitted correctly in the manner specified in these GTC) via email within 7 (in words: seven) business days from the date of receipt of the Order. If the Seller fails to confirm the Order within the aforementioned period, the Agreement shall be deemed not to have been concluded.
7. If the terms of the Order cannot be accepted by the Seller, the Seller shall notify the Buyer thereof within the time limit and in the form specified in § 3(6) of the GTC, and, if applicable, shall present the Buyer with its terms for fulfilling the Order. The Buyer's failure to respond (including acceptance) to the Seller's proposal within 2 (in words: two) business days from the date of delivery of the new proposal shall constitute a refusal to proceed with the fulfillment of the Order under the Seller's terms and conditions.
8. Upon confirmation of the Order by the Seller or upon the Buyer's acceptance of the Seller's terms and conditions (in accordance with the procedure set forth in § 3(7) of these GTC), the Contract for the Sale of Goods and/or the Provision of Services is concluded.
9. If a Contract is concluded between the Parties, the Buyer is obligated to accept the Goods and/or Services and pay the agreed price to the Seller.

§ 4

PRICING INFORMATION

1. The prices of the Goods and/or Services specified in the offer addressed to the Buyer are net prices and do not include value-added tax (VAT). VAT will be added to the net price at the rate in effect on the date of issuance of the VAT invoice (accounting document).
2. The prices stated in the offer addressed to the Buyer are based on Incoterms 2020 DAP within the territory of the Republic of Poland, unless the offer states otherwise. The Seller may, in any case, offer terms and conditions different from those specified above.
3. The prices stated in the offer addressed to the Buyer include standard insurance for the Goods and/or Services.
4. The prices stated in the offer addressed to the Buyer do not include the costs of:
 - a) non-standard packaging;
 - b) all additional work on the Goods (e.g., non-standard labels);
 - c) expedited delivery;
 - d) preparing non-standard or additional documentation for the Goods, the inclusion of which is not necessary for the effective delivery of the Goods;
 - e) other additional services performed at the Buyer's express request.
5. VAT invoices are issued in PLN at the prices in effect on the date the Order is accepted by the Seller, unless a different currency or reference date is specified in the Order or in a Separate Agreement. If the price is specified in a foreign currency, conversion to PLN is made at the average exchange rate of the National Bank of Poland (NBP) on the business day preceding the date of issuance of the VAT invoice.
6. Any discounts or rebates may be granted by the Seller to the Buyer based on an agreement between the Parties, concluded in writing or electronically, under penalty of nullity. Their granting is in no way mandatory and depends solely on the Seller's internal pricing policy (at the Seller's discretion). Factors influencing the Seller's decision in this regard, though not determinative, include timely payment and meeting the order volume limit specified in the Separate Agreement.

7. The Seller reserves the right to unilaterally charge the Buyer for additional costs not foreseen at the time of order confirmation, which must be incurred in connection with the delivery. These costs may relate, in particular, to:
 - a) a change in the delivery location;
 - b) changes in legal regulations, including regulations concerning the import or export of Goods;
 - c) additional record-keeping or administrative activities;
 - d) an increase in customs duties or other public law charges (e.g., fees or taxes).
8. The Buyer is obligated to reimburse the Seller for the costs specified in § 4(7) of the GTC.

§ 5

PAYMENT LIMIT

1. The Buyer may, under the Agreement and/or a Separate Agreement, purchase Goods and/or Services from the Seller with deferred payment up to the amount of the Payment Limit granted to the Buyer, provided that such limit is granted to the Buyer by the Seller in writing or electronically, under penalty of nullity. The value of the Goods and/or Services sold to the Buyer may not exceed the amount representing the difference between the Payment Limit granted to the Buyer and the value of the Goods delivered to the Buyer and/or the (performed) Services for which payment has not been made, regardless of whether the Seller has already issued an invoice (accounting document) for the Goods delivered and/or Services performed (provided), as well as other amounts due that the Buyer is obligated to pay under the Agreement and/or a Separate Agreement. Payment of the amount due to the Seller allows the Buyer to reuse the Payment Limit granted to the Buyer to the extent of the paid amount.
2. A Payment Limit may be granted to the Buyer by the Seller after the Buyer has established the Payment Limit security specified by the Seller. The type and method of securing the Payment Limit shall be determined by the Seller. If the Buyer fails to provide the security specified by the Seller, the Seller may refuse to establish a Payment Limit. A Payment Limit may also be granted by the Seller without the Buyer providing security.
3. The Seller has the sole authority to decide on granting a Payment Limit to the Buyer, including determining its amount, term, collateral structure, and the specific terms and conditions governing the Payment Limit. This decision is discretionary, and it will be communicated to the Buyer via email.
4. The Seller is also entitled to unilaterally modify or revoke, in whole or in part, the Payment Limit granted to the Buyer at any time, of which the Buyer will be notified in writing or via email.
5. In order to grant or extend the Payment Limit, the Seller is entitled to verify the Buyer's financial and economic situation, in particular by:
 - a) the ability to request that the Buyer submit documents regarding their financial situation, e.g., a balance sheet, income statement, cash flow statement, and a bank statement confirming the existence of a bank account, certificates from the Social Insurance Institution (ZUS) and/or the competent tax office confirming that there are no outstanding public law liabilities, appraisals of collateral items prepared in accordance with the Seller's guidelines;
 - b) the ability to obtain information about the Buyer's liabilities from relevant institutions or entities professionally engaged in monitoring payments.
6. If the Buyer fails to submit the documentation requested by the Seller (required for the verification referred to above), the Seller is entitled to refuse to grant the Payment Limit, extend it, modify it, and/or revoke it (in whole or in part).
7. The Buyer shall have no claims against the Seller arising from the Seller's decision regarding the granting of the Payment Limit (including in an amount different from that requested by the Buyer or under different terms), its extension, modification, and/or revocation (in whole or in part).
8. All costs associated with establishing, modifying, or activating collateral related to the Payment Limit shall be borne exclusively by the Buyer.

§ 6

METHOD AND TERMS OF PAYMENT

1. Payments for Goods and/or Services shall be made to the Seller's bank account (specified in the accounting document) by the date indicated on the VAT invoice, unless the Agreement (including the Order) or a Separate Agreement provides otherwise.

2. In the case of payment by bank transfer, the Parties shall consider the date on which the Seller's bank account is credited as the date of payment.
3. If the Goods and/or Services are delivered in installments, the method and/or due date of payment shall be specified in the Agreement (including the Order) or a Separate Agreement. In the absence of any provisions in this regard, the obligation to pay arises successively, upon delivery of each batch of Goods and/or performance of Services in accordance with the payment deadline granted by the Seller.
4. In the event of a delay in payment by the Buyer (even if only regarding a single accounting document), the Seller has the right to suspend performance in the form of delivery of the Goods and/or provision of the Services, both in whole and in part, for Orders confirmed by the Seller, until the arrears are settled in full.
5. Furthermore, in the event of a delay in payment by the Buyer, the Seller is entitled to statutory interest for delay in commercial transactions, in accordance with the Act of March 8, 2013, on counteracting excessive delays in commercial transactions (Journal of Laws of 2013, item 403, as amended).
6. A delay in payment may also result in an extension of the fulfillment deadlines for individual Orders (placed by the Buyer) beyond the deadlines previously agreed upon by the Parties. In such a case, the Buyer shall have no claims against the Seller.
7. In the event of a delay in payment exceeding 21 (in words: twenty-one) calendar days, or if the Seller obtains information indicating that it is likely the Buyer will not pay the amount due by the agreed date, the Seller has the right to cancel the Order in full (if the entire Order has not been paid) or in part (to the extent of the unpaid portion) and to allocate the Goods and/or Services ordered by the Buyer for resale (to other customers). In such a case, the Buyer shall have no claims against the Seller.
8. In the event of a payment delay exceeding 30 (in words: thirty) calendar days, the Seller may terminate the Agreement and/or the Separate Agreement with the Buyer with immediate effect, while retaining the right to compensation for services already rendered, as well as the right to claim from the Buyer any further costs (including any losses, including indirect losses and lost profits) incurred by the Seller in connection with the aforementioned delay in payment.
9. In the event of termination of the Agreement and/or the Separate Agreement pursuant to § 6(8) of the GTC, with respect to the portion of the Order already paid for but not yet fulfilled by the Seller, the Seller may, at its discretion, fulfill the Order in question (to the extent paid for) or withdraw from that legal relationship to that extent. The right to withdraw applies within 14 (in words: fourteen) calendar days from the date of termination of the Agreement and/or the Separate Agreement with immediate effect.
10. Pursuant to Article 589 of the Civil Code, until full payment is made for the Goods delivered by the Seller, such Goods remain the property of the Seller.
11. The Seller reserves the right to demand payment in advance, or to modify or revoke previously granted consent to a deferred payment term. The Buyer shall have no claims against the Seller in this regard.
12. The Parties hereby agree that invoices documenting transactions arising from the Agreement and/or a Separate Agreement shall be issued exclusively through the National e-Invoice System (KSeF) in accordance with the applicable provisions of the Act of March 11, 2004, on the Tax on Goods and Services.
13. Invoices shall be issued in the form of a structured invoice in XML format compliant with the FA(3) logical structure specified in the implementing regulations to the VAT Act.
14. The date of issuance of the invoice shall be deemed to be the date of its transmission to the National e-Invoice System, in accordance with Article 106na(1) of the VAT Act. This date is binding on both Parties for all purposes arising from the Agreement and/or the Separate Agreement.
15. The moment of receipt of the invoice is deemed to be the moment it is assigned a KSeF number in the system, in accordance with Article 106na(3) of the VAT Act. The Buyer does not need to take any additional action—the invoice is automatically deemed received upon assignment of the KSeF number.
16. The payment due date is calculated from the date the invoice is issued in KSeF, unless the Parties agree otherwise (in writing or in a documented form) with respect to a specific transaction.
17. If the Seller additionally provides the Buyer with a visual representation of the invoice electronically (via email, EDI system, or another form of electronic communication), the payment deadline is calculated solely from the date the invoice is issued in KSeF, and not from the date the visual representation is received. The provision of the visual representation is for informational purposes only and does not affect the payment deadline.

18. The Seller undertakes to issue an invoice documenting transactions arising from the Agreement or a Separate Agreement in the National e-Invoice System (KSeF) in accordance with applicable Polish law, provided that the transaction is subject to VAT in Poland.
19. Additionally, to enable the Buyer to review the invoice, the Seller may send the Buyer a PDF version of the invoice to the Buyer's email address within 3 (in words: three) business days from the date the invoice is issued in KSeF.
20. The invoice preview will contain:
 - a) all data contained in the structured invoice issued in KSeF;
 - b) a QR code enabling third parties to verify the invoice in the KSeF system;
 - c) the KSeF number assigned to the invoice by the system;
 - d) information regarding the date the invoice was issued in KSeF.
21. The parties agree that:
 - a) for tax purposes (VAT), the date of issuance of the invoice in KSeF is binding;
 - b) for civil law purposes, including the calculation of payment deadlines specified in the Agreement (including the Order) or a Separate Agreement, the date of invoice issuance in KSeF shall be binding;
 - c) in the event of a discrepancy between the preview and the invoice in KSeF, the content of the invoice in KSeF shall be binding.
22. The Buyer confirms that they have been informed of the Seller's obligation to issue invoices in KSeF and accepts the above method of transmitting invoice visualizations.
23. In the event of technical issues with the electronic transmission of the invoice preview, the Seller reserves the right to transmit the preview by another agreed-upon method, provided that this does not affect the date of invoice issuance in KSeF or the running of tax and civil law deadlines.
24. In the event of a KSeF system failure, system unavailability confirmed by a notice from the Ministry of Finance, or the need to use the offline24 mode provided for in the regulations, the Parties undertake to act in accordance with applicable regulations, including the use of the KSeF certificate to issue invoices in emergency mode.
25. A Seller who has activated emergency mode is required to:
 - a) immediately, no later than within 24 (in words: twenty-four) hours, notify the other Party of this fact via email;
 - b) indicate in the notification the reason for using emergency mode and the expected duration of the emergency situation;
 - c) provide the other Party with a copy of the invoice issued in emergency mode in PDF format or another agreed-upon format;
 - d) submit the invoice to KSeF immediately after the system becomes available again, but no later than within the time limit specified by law (currently 7 days from the cessation of the cause preventing the submission of the invoice).
26. Invoices issued in emergency mode:
 - a) for the purpose of calculating payment deadlines – the payment deadline is calculated from the invoice date indicated on the invoice, not from the date the invoice is sent to KSeF after the outage ceases;
 - b) for tax purposes – the date the invoice is sent to KSeF after the failure ceases is binding;
 - c) they should include the notation "Invoice issued in emergency mode."
27. In the event of a prolonged KSeF system failure (exceeding 3 business days), the Parties agree to establish alternative invoicing and settlement procedures, subject to compliance with applicable laws.
28. The Parties exclude mutual liability for delays in issuing or receiving invoices caused by KSeF system failures for which they are not at fault, provided that due diligence is exercised in the use of the emergency mode.

§ 7

ORDER FULFILLMENT

1. The Order is fulfilled based on the terms specified in the Order and in accordance with these GTC and the Agreement or a Separate Agreement.
2. The parties to the Agreement or a Separate Agreement may stipulate in the relevant legal relationship that a given Order comprising Goods shall be collected by the Buyer at a later date (specified in the Agreement or in the Order), leaving the Goods in the Seller's warehouse until their collection by the Buyer (hereinafter referred to as "Collection"). If the Buyer fails to collect the Goods by the previously agreed date, the Buyer is obligated to collect the Goods (Call-off) no later than three months prior to the expiration of the Goods' shelf life, of which the Seller

shall notify the Buyer in advance. The expiration date of the Goods shall be provided by the Seller at the Buyer's request at the time of the offer, confirmation of the Order, or when informing the Buyer of the availability of the Goods for Call-off.

3. If the Buyer fails to submit a Call-off within the time limit specified in § 7(2) of the GTC, the Seller is entitled to issue an invoice with a payment term of 3 (in words: three) calendar days, and the Buyer is obligated to pay the price within that period.
4. If the Buyer fails to submit a Call for Delivery within the time limit specified in § 7(2) of the GTC, the Seller is entitled to ship the Goods to the Buyer, without a separate request for pickup, at the Buyer's expense and risk.
5. If the Buyer fails to submit a Claim within the time limit specified in § 7(2) of the GTC and fails to collect the Goods, the Buyer is further obligated to cover the costs of storing the Goods and/or the costs of their disposal. The Seller is also entitled to claim damages arising from the failure to submit the Request within the deadline and/or the failure to collect the Goods, including indirect damages and lost profits.
6. A Buyer who has specified in the Agreement or a Separate Agreement that they will personally collect the Goods from the Seller's warehouse is obligated to comply with the deadlines set forth in the Agreement or the Separate Agreement, and if such deadlines are not specified in the legal relationship, to comply with the deadlines set by the Seller. If the Goods are not collected within the time limit specified above (without a separate request), the Seller is entitled to arrange for the Goods to be shipped to the Buyer at the Buyer's expense and risk. If the Buyer fails to collect the Goods within the timeframe specified above, the Seller is entitled to issue an invoice with a payment term of 3 (in words: three) calendar days, and the Buyer is obligated to pay the price within that timeframe.
7. In the event that the Buyer fails to collect the Goods within the time limit specified in § 7(6) of the GTC, the Buyer is further obligated to cover all costs associated with the Buyer's failure to fulfill the Agreement (including the Order) or a Separate Agreement (including production costs, transportation costs, additional costs of non-refundable materials, and costs related to the storage and/or disposal of the Goods), within the timeframe specified in the invoice (or other financial document) issued by the Seller.
8. Any change to the Order during its fulfillment requires the prior consent of the Seller, expressed in writing or in a documented form, under penalty of nullity. Such a change must precisely and accurately specify all relevant changes, as well as changes affecting the price and delivery date.
9. Any special requirements regarding the outer packaging of the Goods or the method of shipment of the Goods must be specified in the Order each time.

§ 8

DELIVERY OF GOODS

1. The Seller delivers the Goods through external shipping and courier companies. The Buyer may personally collect the Goods from the Seller's warehouse, arrange for the transport of the Goods on their own, or have the delivery carried out using the Seller's own transport, provided that the Parties agree to such a form of delivery in the Agreement (including the Order) or a Separate Agreement.
2. The Buyer is obligated to ensure, and bears the full and exclusive risk of ensuring, the presence at the destination specified in the Order of a person authorized to receive the Goods on behalf of and for the account of the Buyer, as well as to prevent any third parties from receiving the Goods.
3. The Buyer is obligated to ensure safe unloading conditions for the Goods during unloading and the cooperation of the persons responsible for accepting the Goods on the Buyer's side.
4. The method of shipment, packaging, and securing of the Goods, etc., shall be selected in accordance with applicable laws, depending on the nature of the Goods.
5. The Seller reserves the right to make partial deliveries, each of which will be invoiced separately.
6. The Seller shall not be liable for any delay in the delivery of the Goods caused by reasons beyond the Seller's control.

§ 9

COMPLAINT PROCEDURE

1. The Buyer is obligated to inspect the Goods for type, quality, and quantity, and to verify their conformity with the Order (or, if applicable, the Agreement or a Separate Agreement, if so provided therein), and to report any objections or defects in this regard to the Seller immediately upon delivery, subject to the provisions below.

2. Quantity defects and/or defects resulting from improper transport that can be detected upon delivery must be reported by making an appropriate note on the shipping documents. Quantity defects or defects resulting from improper transport that, despite the exercise of due diligence, could not be detected at the time of delivery must be reported immediately upon their discovery, but no later than within 3 (in words: three) business days from the date of delivery, under penalty of forfeiting warranty rights.
3. Notification of any other defects in the Goods that can only be detected at a later date must be provided to the Seller immediately upon their discovery, but no later than within 2 (in words: two) months from the date of delivery of the Goods, under penalty of forfeiting warranty rights.
4. Failure by the Buyer to notify the Seller of defects within the time limits specified in § 9(1), (2), and/or (3) of the GTC shall be deemed acceptance of the Goods as conforming to the Agreement (including the Order) and/or the Separate Agreement, with respect to type, quantity, and quality. If defects are not reported within the above time limits, the Buyer loses its warranty rights.
5. Notification of a defect must be made in writing or via email, providing a detailed description of the defect, the invoice number and Order number, the batch number of the Goods, and, depending on the situation, attaching other documents necessary to determine the cause of the defect.
6. In the case of defects arising during the transport of the Goods, a signed damage report from the carrier, including a detailed description of the damage, must be obtained at the time of delivery of the Goods.
7. If the Buyer reports a defect, the Seller is entitled to inspect the Goods subject to the complaint and verify the Buyer's storage conditions for the Goods. The Buyer is obligated to allow the Seller to inspect the reported defects, in particular to grant access to the premises where the Buyer stores the Goods delivered to them by the Seller.
8. If the complaint is valid (as determined by the Seller), the Buyer may demand:
 - a) replacement of the defective Goods with non-defective ones;
 - b) a reduction in the price of the Goods to an amount agreed upon by the Parties;
 - c) a refund of the amount paid for the Goods subject to the complaint.
9. The Buyer has the right to demand compensation for damage arising from causes attributable to the Seller, based on the provisions of the warranty of sale, with the proviso that in such a case the compensation may not exceed the price of the Goods to which the aforementioned damage relates.
10. Prior to returning the Goods subject to a complaint, the Buyer must obtain the Seller's express consent (at least in writing) for such action. The absence of such consent entitles the Seller to refuse to accept the Goods subject to a complaint.
11. Notification of defects shall not constitute grounds for withholding any payments due to the Seller from the Buyer based on invoices issued to the Buyer.
12. The Seller shall not be liable under the warranty for physical defects in the Goods arising from the Buyer's misuse or improper use of the Goods, or from the Buyer's storage of the Goods in a manner inconsistent with the manufacturer's recommendations.

§ 10 LIABILITY

1. The parties to the Agreement or a Separate Agreement (legal relationship) shall be liable for its improper performance and/or non-performance in accordance with the principles set forth in generally applicable laws (in particular under the Civil Code), subject to the provisions below.
2. The Seller's liability to the Buyer for indirect damages (losses), lost profits, and damages related to the Buyer's use of the Goods (in the scope of the Buyer's business activities) is excluded, except for damages caused intentionally.
3. The Seller's liability under the Agreement or a Separate Agreement (legal relationship) is limited to the total net price specified in the relevant Agreement or Separate Agreement (legal relationship).
4. The Seller shall not be liable for the suitability of the Goods for a specific application by the Buyer, in particular in production processes, formulations, or further processing. The Buyer is obligated to conduct its own tests and assess the suitability of the Goods before placing an Order. The Seller shall not be liable for any damage resulting from the Buyer's storage of the Goods in a manner inconsistent with the manufacturer's recommendations.
5. If the Buyer does not receive the Goods by the agreed date due to circumstances for which the Seller bears sole responsibility, the Buyer is entitled to set a new delivery date for the Goods, which shall not be less than 14 (in words: fourteen) business days. Failure by the Seller (through its own fault) to meet the additional deadline set by

the Buyer entitles the Buyer to withdraw from the Agreement or the Separate Agreement (legal relationship) within 14 (in words: fourteen) business days from the expiration of the additional deadline.

6. The Seller shall not be liable for non-performance or improper performance of the Agreement or a Separate Agreement (legal relationship) caused by:
 - a) changes in legal regulations and/or acts of state or local government;
 - b) disruptions in the Seller's operations caused by a strike, power outages or shortages of other utilities (including electronic communications) beyond the Seller's control, etc.;
 - c) acts of omission or delays in the exercise of powers by public or local government authorities, particularly in connection with inspections conducted by border and/or customs authorities during the clearance of Goods;
 - d) a general average within the meaning of the maritime law applicable at the place where it occurs;
 - e) force majeure.
7. Neither Party shall be liable for the non-performance and/or improper performance of the Agreement or a Separate Agreement (legal relationship) caused by force majeure. Force majeure shall be deemed to include any circumstances and/or events which, based on a reasonable assessment, could not have been foreseen or prevented, are external to the Parties, sudden and unexpected, and are not caused by either Party (or by any person for whom they are responsible). Cases of force majeure include, in particular, strikes, lockouts, import and export difficulties related to the global geopolitical situation, war, a state of emergency and/or natural disaster, a state of epidemic threat or an epidemic, natural phenomena such as drought, floods, weather anomalies (i.e., extreme weather events, etc.), as well as legal restrictions related to the aforementioned circumstances and/or conditions, regardless of whether they occur on the part of the Seller or the Buyer. In such a case (of force majeure), the Buyer may demand that the Seller submit a statement indicating whether the Seller is withdrawing from the Agreement or the Separate Agreement (legal relationship), or whether the Seller will fulfill its obligation within a reasonable time after the cessation of the obstacles caused by force majeure. If the Seller fails to submit such a statement within 14 (in words: fourteen) calendar days from the date of delivery of the relevant request, the Buyer may withdraw from the Agreement or the Separate Agreement.

§ 11

CERTIFICATION OF GOODS

1. If the Goods (including raw materials) offered and/or sold by the Seller are accompanied by a certificate specifying their expiration date, the Buyer may submit a request to the Seller regarding previously purchased Goods (including raw materials) for their recertification. Such a request must be submitted in writing or electronically directly to the Seller.
2. The decision regarding the possibility of recertifying the purchased Goods (including raw materials) is made on a case-by-case basis by the manufacturer of the Goods (including raw materials), depending on their technical and technological specifications. The decision in this regard is communicated to the Buyer by the Seller. This decision is binding on the Buyer and is not subject to any challenge, including the filing of appeals, objections, or comments.

§ 12

TRAINING FOR BUYERS

1. To the extent of the Seller's capabilities and knowledge, the Seller provides consulting services to the Buyer regarding the technical applications of the Goods (including their intended use and application). Training sessions are voluntary for Buyers, and the Buyer's participation in them does not give rise to any obligations or liability on the part of the Seller.
2. The terms and conditions for conducting any training referred to in § 12(1) of the GTC shall be specified by the Seller in a separate document on a case-by-case basis.

§ 13

CONFIDENTIALITY CLAUSE

1. The Seller and the Buyer undertake to maintain the confidentiality (secrecy) of all information obtained during the conclusion of the Agreement or a Separate Agreement (legal relationship), its performance, as well as the terms on which it was concluded (including the details of the Order), and all financial, commercial, organizational, technical, and technological information obtained upon the conclusion and performance of the Agreement (legal relationship), constituting trade secrets within the meaning of Article 11(2) of the Act of April 16, 1993, on

Combating Unfair Competition (Journal of Laws No. 47, item 211, as amended), hereinafter referred to as **“Confidential Information.”**

2. Confidential Information shall be understood, in particular, to mean any information, data, materials, documents, or samples related to the subject matter of the confidentiality clause referred to in § 13(1) of the General Terms and Conditions.
3. The above confidentiality rules do not apply to:
 - a) Confidential Information that has become available through no fault of the Party;
 - b) Confidential Information whose disclosure is required by law or a decision/ruling of a competent court or state authority; however, in such a case, the Party required to make such disclosure is obligated to inform the other Party of such legal requirements prior to disclosing the Confidential Information, which would enable the Party to object or seek appropriate protection of the Confidential Information under generally applicable laws.
4. The disclosure of confidential information to legal advisors, auditors, or the Parties’ accounting departments, as well as to state authorities to whom such disclosure is required under generally applicable laws, shall not be considered a breach of the confidentiality clause.
5. The Parties undertake that, for a period of 10 (in words: ten) years from the date of conclusion of the Agreement and/or the Separate Agreement, Confidential Information shall not be disclosed or made available to third parties, nor shall it be used for purposes other than the performance and implementation of the Agreement or the Separate Agreement.

§ 14

PROCESSING AND PROTECTION OF PERSONAL DATA

1. In fulfillment of the obligation arising from Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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), hereinafter referred to as “GDPR,” the Seller hereby informs you that:
 - a) The controller (hereinafter referred to as the “Controller”) of the personal data provided by the Buyer or its employees (associates) is ALFA SAGITTARIUS Jerzy Kowynia Spółka Komandytowa, with its registered office in (30-134) Krakow at ul. Stanisława Kunickiego 10, entered in the Register of Entrepreneurs of the National Court Register by the District Court for Krakow – Śródmieście in Krakow, 11th Commercial Division of the National Court Register, under KRS number: 0000960329, Tax ID (NIP): 677-247-54-91, Business ID (REGON): 521483251;
 - b) for all matters related to the protection and processing of personal data, please contact the Controller via email (at: biuro@alfasagittarius.eu), by phone (at: +48 12 6360314), or by mail (at: ul. Stanisława Kunickiego 10, 30-134 Kraków);
 - c) the personal data of the Buyer or its employees (associates) will be processed for the following purposes:
 - concluding and properly performing the Agreement or a Separate Agreement (legal relationship) – legal basis: Article 6(1)(b) of the GDPR;
 - fulfilling the legal obligations incumbent upon the Seller and arising from generally applicable laws (in particular tax law) – legal basis: Article 6(1)(c) of the GDPR;
 - pursuing any claims that may arise in connection with the conclusion or performance of the Agreement or a Separate Agreement (legal relationship), in particular those arising under civil law – legal basis: Article 6(1)(f) of the GDPR;
 - marketing purposes, consisting in particular of the Controller sending information about new products, industry events, and promotional activities undertaken as part of the Seller’s business operations, which constitutes a legitimate interest of the Controller – legal basis: Article 6(1)(f) of the GDPR;
 - d) the personal data of the Buyer or its employees (associates) will be stored for the period necessary to perform the Agreement or a Separate Agreement (legal relationship), and subsequently for the period during which claims arising therefrom may arise (until the statute of limitations expires), and furthermore to the extent required by generally applicable laws [for tax and accounting purposes – 5 (in words: five) years];
 - e) the provision of personal data by the Buyer or its employees (associates) is voluntary, but at the same time necessary for the purposes of concluding and performing the Agreement or a Separate Agreement (legal relationship);

- f) The Buyer or its employees (associates) have the right to access their personal data and the right to rectify (correct) it, deletion, as well as the right to restrict their processing, the right to withdraw consent to the processing of personal data if such consent was given to the Controller, the right to data portability, and the right to object to the processing of personal data;
 - g) The Buyer or its employees (associates) have the right to lodge a complaint with the President of the Personal Data Protection Office if, in their opinion, the processing of personal data violates the provisions of the GDPR or other generally applicable laws;
 - h) The personal data of the Buyer or its employees (associates) may be transferred, pursuant to an appropriate data processing agreement, to entities cooperating with the Controller in the provision of legal, accounting, freight forwarding, transportation, courier, and postal services, as well as if the obligation to transfer personal data arises from generally applicable laws;
 - i) personal data will not be transferred to entities other than those listed in section 1(h) of this paragraph, in particular to third countries;
 - j) the personal data of the Buyer or its employees (associates) will not be processed by automated means and will not be subject to profiling.
2. The Buyer or its employees (associates) are also required to keep confidential all personal data entrusted to them by the Seller, or of which they have become aware in connection with the performance of the Agreement or a Separate Agreement (legal relationship), and not to disclose such data to third parties. Under the applicable provisions of the GDPR, the Buyer or its employees (associates) are also obligated to adequately secure the personal data entrusted to them and to process it in accordance with generally applicable laws in this regard. This obligation remains in force even after the expiration or termination of the Agreement or a Separate Agreement (legal relationship).

§ 15

FINAL PROVISIONS

1. These GTC are available on the Seller's website, i.e., at: <https://alfasagittarius.eu/wspolpraca/> in the "Additional Downloads" section in a version for review and/or download.
2. Prior to placing an Order (concluding the Agreement) in the manner specified in this document or prior to signing a Separate Agreement, the Buyer is obligated to review the content of these GTC. The placement of an Order by the Buyer and/or the conclusion of a Separate Agreement constitutes confirmation that the Buyer has reviewed these GTC and accepts them without reservation.
3. These GTC constitute an integral part of the Agreement (including the Order) and/or the Separate Agreement, without the need to refer to them directly in the text of the relevant legal relationships.
4. No contractual templates of the Buyer other than the GTC (within the meaning of Article 384 of the Civil Code), nor any other documents specifying the terms of sale, delivery, or provision of services—in particular those used by the Buyer in such legal relationships—shall apply to the Agreement (including the Order) or the Separate Agreement.
5. Failure to accept these GTS in the manner specified in this document, or any objection and/or reservation regarding its content raised by the Buyer prior to placing the Order, shall be deemed a refusal by the Buyer to enter into the Agreement and/or the Separate Agreement.
6. The Buyer may not transfer any rights or obligations arising or potentially arising from these GTC, the Order, the Agreement, or a Separate Agreement without the prior consent of the Seller, expressed in writing or electronically, under penalty of nullity.
7. In matters not covered by these GTC, the provisions of the Act of April 23, 1964, Civil Code (Journal of Laws No. 16, item 93, as amended), as well as other generally applicable laws in the Republic of Poland, shall apply.
8. If any provision of these GTC is deemed invalid or ineffective by any competent court or state authority, or as a result of future legislative or administrative actions, such determination or action shall not invalidate or render ineffective the remaining provisions of the GTC. If necessary for the proper performance of the Agreement or a Separate Agreement, the Parties undertake to replace any provisions deemed invalid or ineffective with appropriate provisions of a similar nature and to the extent permitted under generally applicable laws.
9. The Seller is entitled to unilaterally amend these GTC at any time.
10. Any amendment to these General Terms and Conditions by the Seller shall not affect legal relationships established prior to the introduction of such amendments (the version of the General Terms and Conditions in

effect at the time of conclusion of the Agreement or Separate Agreement shall apply to such relationships). The amendments shall apply to legal relationships established after the amendments take effect. The Seller shall notify its customers and/or business partners of any amendment to these GTC in writing or in a documented form, in particular via email sent to the last email address provided by the customer.

11. The Agreement (including the Order) or the Separate Agreement (including their terms and conditions arising from the Order or these GTC) shall be governed exclusively by Polish law. In the event that generally applicable provisions of law within the European Union governing the applicable law are applied to the legal relationships in question, the Buyer's acceptance of these GTC shall be tantamount to the selection of Polish law for the Agreement or the Separate Agreement. If international agreements binding on the Republic of Poland or other legal acts provide for the possibility of choosing the applicable law, the Buyer's acceptance of these GTC shall be deemed equivalent to the selection of Polish law for the Agreement or the Separate Agreement. The binding interpretation of the text of the Agreement (including the Order and these GTC) or a Separate Agreement shall be based on the original text in Polish, unless the document in question was drawn up exclusively in another language. Any translations (of the Agreement, Order, GTC, or Separate Agreement), if created between the Parties or for the needs of one of the Parties, are of an exclusively auxiliary nature and may not serve as the basis for the legal relationship established between the Parties or for the interpretation of the provisions of such a legal relationship.
12. Any disputes arising from the submission of an Order, the conclusion of a Contract or a Separate Agreement, their performance, or termination (including expiration), shall be resolved by the Parties through amicable negotiations, and in the absence of an agreement, shall be submitted for resolution to the general court having jurisdiction over the Seller's registered office.
13. The Seller and the Buyer are obligated to notify each other of any changes to their registration or record-keeping data (including contact information) in writing or via document to their mailing addresses (including email addresses) specified in the Agreement or a Separate Agreement. Failure to notify the other Party of a change in the above data shall result in all correspondence (including statements, information, notices, etc.) sent by the other Party to the Party's last provided data being deemed effectively delivered.
14. These General Terms and Conditions shall enter into force on April 27, 2026.