



## GENERAL TERMS AND CONDITIONS OF SALE

### § 1

#### General Provisions

1. The purpose of these General Terms and Condition of Sale is to determine mutual rights and obligations resulting from the conclusion of a sales contract of Goods and Services between the Seller and the Buyer.
2. These GTCS shall constitute an integral part of all sales contracts concluded by the Seller, including contracts concluded in the form of a Purchase Order, offered to the entity that purchases the Goods or Services.
3. By concluding a sales contract, in particular by placing a Purchase Order, the Buyer shall confirm the acceptance of these GTCS. If the Buyer does not accept the GTCS, the Buyer shall clearly note it in the Purchase Order.
4. The GTCS shall be available to the Buyer before the conclusion of a sales contract, in the paper form at the Seller's office or on the website [www.3dgence.com](http://www.3dgence.com).
5. These GTCS shall represent contractual provisions binding upon the Parties with regard to the sale of Goods and Services. The Parties shall exclude the use of other contractual templates (general contract terms and conditions, sales terms and conditions, contract templates, regulations, etc.) used or established by the Buyer.
6. The provisions contained in these GTCS shall be changed only in writing otherwise null and void. Conclusion of a separate sales contract shall exclude the use of these GTCS only to the extent regulated otherwise therein.
7. Differing arrangements between the Parties, as agreed and confirmed in writing, shall take priority over the provisions of the GTCS.
8. Unless agreed otherwise, the terms and conditions of sale specified by the Seller in the Offer shall not be binding on the Seller. The Purchase Order shall not be binding on the Seller until it is confirmed or until it is accepted by commencing the execution thereof or until it is accepted by issuing a VAT invoice.
9. The price for the Goods/Services being sold shall be determined in the Offer and in the Purchase Order Confirmation.



10. The dates of delivery specified by the Seller in the Purchase Order Confirmation shall be binding for the week of delivery and shall be indicative for the day of delivery. In the event of delays in planned deliveries caused by reasons that are both within and beyond the control of the Seller, the Seller shall be obliged to immediately notify the Buyer of the change of the delivery date, if the Seller is aware of it.
11. Any illustrations, drawings, designs, calculations and other similar documents related to the Goods and any other commercial activities conducted by the Seller that represent the Seller's intellectual property (know-how, copyright and related rights, industrial property rights, etc.) shall remain the sole property of the Seller and shall be subject to protection in accordance with applicable law, regardless of the transfer of such materials to the Buyer. These materials shall not be recorded, reproduced, distributed or transferred to third parties without the prior written consent of the Seller.

## § 2

### Terminology

Whenever a reference is made in these General Terms and Conditions of Sale to:

- 1) **GTCS** – it should be understood as these General Terms and Conditions of Sale which are the basic contractual template applicable to contracts concluded by the Seller with the Buyer, unless their use has been excluded or changed in an individual sales contract.

If the Buyer maintains regular business relations, acceptance of the GTCS with the first purchase order is considered as acceptance thereof for all other purchase orders and sales contracts until their content is changed or their use is revoked.

- 2) **Seller** – it should be understood as 3DGence sp. o.o. with its registered office in Katowice, ul. Mickiewicza 29, 40-085 Katowice, registered by the District Court for Katowice East in Katowice, 8th Commercial Division of the National Court Register under the number 0000265431.
- 3) **Buyer** – it should be understood as a natural person, a legal person or an organisational unit without legal personality, having legal capacity under the Act, conducting business or professional activities in its own name, purchasing Goods and Services from the Seller.
- 4) **Goods** – products presented in the Seller's Offer.
- 5) **Services** – print services, after-sales support, maintenance and other services to be sold on the basis of a sales contract between the Seller and the Buyer.



- 6) **Offer** – a list of current Goods and Services available for sale, and Goods and Services available on request, presented on the Seller’s website.
- 7) **Purchase Order** – the offer to purchase products submitted by the Buyer in writing or by e-mail; it includes the data specified in §3 section 3.
- 8) **Confirmation** – a statement presented by the Seller in writing or by e-mail on the acceptance of the Purchase Order, submitted to the Buyer upon receipt thereof, specifying at least the price of the goods/services, total value of the goods ordered, date of completion, place and terms of delivery/acceptance, payment terms and other additional arrangements, e.g. extended warranty.

### § 3

#### Purchase Orders

1. The information published on the Seller’s website, in catalogues, leaflets, advertisements and other publications shall not constitute an offer within the meaning of the Civil Code, even if the price is stated. Publications regarding the Goods and Services offered by the Seller are for information only, while the models and samples displayed by the Seller serve the purpose of illustration and demonstration. Detailed technical data presented in publications may change at any time along with the constant development and changes taking place in the 3D printing industry.
2. Purchase Orders shall be placed by the Buyer in writing at the address of the Seller’s registered office or in electronic form at the address: cs@3dgence.com.
3. The Purchase Order from the Buyer should contain the following data:
  - a) the Buyer’s name and street address,
  - b) tax identification number (NIP) or its equivalent,
  - c) number of the Seller’s offer (if applicable),
  - d) specification of the Goods/Services and the trade name or alphanumeric symbol from the Offer,
  - e) price of the Goods – in accordance with the Seller’s Offer,
  - f) quantity of the Goods ordered,
  - g) Purchase Order completion date,
  - h) place and conditions of delivery/collection of the Goods/Services, as agreed.
4. The conditions of an effective conclusion of a sales contract include placing a Purchase Order by the Buyer and Confirmation of the Purchase Order by the Seller. Confirmation of the Purchase Order means that the



Seller has received and accepted the Purchase Order. Placing the Purchase Order by the Buyer shall not be binding on the Seller, and the lack of the Seller's response shall not mean a tacit acceptance of the Purchase Order.

5. The Seller may suspend the sale if there is any doubt as to the veracity of the data contained in the documents, referred to in §3 section 3 of the GTCS, and the Buyer fails to fulfil other conditions specified in § 4 of the GTCS.
6. The Buyer shall only be allowed to cancel the Purchase Order in exceptional circumstances subject to a prior written agreement on the terms of cancellation of the Purchase Order with the Seller. The Seller reserves the right to charge the Buyer with actual costs that have arisen until the time of cancellation – no higher than the value of the Purchase Order.

#### § 4

##### Execution of the Purchase Order

1. The period for delivery of the Goods/Services shall commence once all doubts have been clarified and all the provisions of the sales contract have been agreed. The conditions for commencement of the period for delivery of the Goods/Services shall be:

- a) timely delivery to the Seller by the Buyer of all documents that the Buyer is required to provide based on mutual arrangements with the Seller,
- b) timely receipt by the Buyer of all necessary approvals, permits and other decisions that the Buyer is required to obtain based on mutual arrangements with the Seller,
- c) performance by the Buyer of all obligations resulting from the arrangements with the Seller, in particular payment for the Goods, Services or payment of an advance towards the Purchase Order.

2. The goods shall be collected at the registered office or the place of issue (warehouse) of the Seller by the Buyer or delivered to the indicated address of the Buyer if an appropriate instruction in this respect is noted in the Purchase Order. In the case of collection on site, the Buyer shall be obliged to collect the Goods ordered within 5 days from the notification of the readiness for collection sent in writing or via e-mail by the Seller. After this period, the Seller reserves the right to dispatch the Goods at the risk of the Buyer to the address and at the expense of the Buyer.

3. Unless otherwise agreed in the sales contract, the period for delivery of the Goods specified in the sales contract shall be deemed complied with at the time the Goods are placed at the disposal of the Buyer or a carrier, forwarding agent or a person authorised by the Buyer, acting on behalf of or for the Buyer, at the



registered office or place of issue (warehouse) of the Seller, referred to in § 7 section 1 of the GTCS. The above rules shall also apply when, in accordance with the sales contract, the Seller organises the delivery of the Goods to the Buyer.

4. The period for delivery of the Goods/Services shall be extended for a period justified by:

- a) the occurrence of force majeure which means events that the Seller could not have predicted, events that are beyond the Seller's control, and also events for which the Seller is not responsible, including but not limited to: social unrest, strikes, the use of lockout right, terrorist acts, war, problems related to supplies/transport/production, actions of local/central legislative or executive authorities, fires, floods, storms, explosions and other natural disasters, it being understood that the above circumstances shall also apply to situations where force majeure affects suppliers cooperating with the Seller,
- b) the need to obtain authorisations or consents from third parties, for which the Buyer is responsible and which have not been provided within the time agreed by the Parties,
- c) the Buyer's failure to provide the specification of the Goods/Services within the time agreed by the Parties.

5. Deliveries of Goods/Services may be performed in batches, unless their nature implies that partial delivery may not be accepted by the Buyer. In the case of partial deliveries, the Seller shall be entitled to issue a separate VAT invoice for each batch of the Goods/Services delivered.

6. If the collection/delivery of the Goods is delayed at the express request of the Buyer or for reasons for which the Buyer is responsible, the Seller, provided that the Seller has declared their readiness for collection/delivery within the originally agreed time, shall be entitled to charge the Goods storage costs of 0.5 % of the gross value of the Goods stored, for each commenced day of delay in their collection/delivery. Subject to section 9 below, the Seller shall be authorised to demand from the Buyer a refund of the actual costs of storage of the Goods.

7. The Seller may also charge the Buyer with interest for the delayed collection of the Goods by the Buyer at the statutory rate based on the value of the uncollected Goods – the stipulated amount of interest shall not exclude the Seller's right to claim damages on general terms in excess of the specified compensation for damages.

8. If the delay in the collection of the Goods exceeds 2 weeks or if the Buyer refuses to accept the Goods, the rules referred to in § 3 section 6 of the GTCS shall apply.

9. The maximum amount charged to the Buyer as the Goods storage costs shall not exceed 10% of the gross value of the Goods stored. The Seller's rights, referred to in section 6-8 above, shall not affect the



Seller's ability to terminate the contract and claim compensation for non-fulfilment or improper fulfilment of the obligation by the Buyer.

## **§ 5**

### **Force Majeure**

1. In the event of the Seller's inability to fulfil the obligation in a timely manner due to the occurrence of force majeure, referred to in § 4 section 4(a) of the GTCS, each Party shall have the right to withdraw from the sales contract, in whole or in part. The above right of withdrawal shall also apply to the subsequent inability to perform the sales contract by the Seller due to the occurrence of force majeure. If the right of withdrawal is exercised, any liability of the Parties for damages shall be excluded. If either Party intends to withdraw from the sales contract for the reasons specified above, the withdrawing Party shall be obliged to inform the other Party of the intention to withdraw from the sales contract without undue delay.
2. The Seller shall not bear any negative consequences related to the failure to fulfil the Seller's contractual obligations if the goods and/or products and/or services necessary for the performance of the contract for the sale of Goods have not been supplied in a timely manner by the suppliers/service providers cooperating with the Seller.

## **§ 6**

### **Ownership title to the Goods**

1. The Seller shall retain the ownership title to the Goods sold as a result of which the Seller owns the Goods until the full price for the Goods collected and other amounts under the sales contract have been paid, regardless of the place of storage or installation in other objects (retained Goods).
2. Upon commencement of bankruptcy or composition proceedings against the Buyer, the Buyer shall be obliged to mark the retained Goods in a manner indicating the existence of retention of ownership title in favour of the Seller.
3. In the case of seizure of retained Goods, being the property of the Seller, in the course of enforcement proceedings against the Buyer's assets, the Buyer shall be obliged to immediately inform the Seller about this fact and cooperate in the exercise of the Seller's rights in relation to the entity seizing the retained Goods, using all available means. At the Seller's request, the Buyer shall be obliged to immediately provide all information about the place of storage of the retained Goods.



4. The Buyer shall be entitled to continue to sell the Goods as part of legitimate business transactions. In this case, the Buyer shall transfer to the Seller any claims against third parties that result from the sale of the retained Goods. The Buyer shall be obliged to transfer to the Seller, by way of an assignment, any debt claims along with incidental amounts, resulting from the resale of the retained Goods. If the retained Goods are sold with other goods that do not constitute the Seller's property, the Buyer shall only transfer to the Seller the part of the claim which results from the sale and corresponds to the invoiced value of the retained Goods.

5. In the case of any claims by third parties regarding the retained Goods, the Buyer shall be obliged to take action demonstrating that the retained Goods constitute the property of the Seller.

6. In the case of treatment or processing, combination of the retained Goods with another object, the Seller shall become a co-owner of the object created in this manner without the obligation to pay remuneration or compensation for other material in proportion corresponding to the value of the retained Goods (invoice amount).

All retained Goods processed in this manner shall constitute goods subject to the retention of ownership title within the meaning of these provisions of the GTCS.

7. The retained Goods in which the Buyer has made any changes, alterations or modifications, regardless of their scope and character, in the event of their further resale to third parties, should bear the Seller's mark (logo). The Buyer shall not be authorised to further resell such Goods under the Buyer's own brand or add any additional trademarks, trade names, model names or serial numbers. Violation of the above obligations shall be treated as an act of unfair competition within the meaning of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws No 47 of 1993, item 211 as amended) and shall authorise the Seller to use legal remedies specified in the Act and the provisions of generally applicable law.

8. Buyers who are professional distributors shall be authorised to resell the products of the Seller in a manner resulting from the nature of their business operations, unless this right is unilaterally cancelled in writing by the Seller. The Seller shall be authorised to cancel the right to resell products offered by the Seller in the following situations:

- a) delays in payment on the part of the distributor; or
- b) suspicions of the Seller that the distributor disposes of its assets or other facts becoming evident after the conclusion of the contract with the distributor, indicating the risk of the distributor failing to meet its contractual obligations.



9. With regard to the retained Goods that are subject to resale, the distributor, by accepting these GTCS, shall transfer to the Seller any claims against third parties arising out of the resale of such retained Goods. The Buyer shall be obliged to transfer to the Seller, by way of an assignment, any debt claims along with incidental amounts, resulting from the resale of the retained Goods to third parties, in the amount stated in the VAT invoice issued for the resold products.

10. The Seller shall grant the distributor a revocable authorisation to pursue on behalf of the Seller the above-mentioned debt claims arising out of the resale of the Goods to third parties as part of the business activity conducted by the distributor. The authorisation may be revoked at any time in writing by the Seller.

11. Establishing a pledge and transferring as security the ownership of retained Goods with respect to which the Seller holds the ownership title shall not be allowed. The Buyer shall be obliged to immediately notify the Seller in writing of any such case or any attempt to obtain security or to satisfy claims of third parties on products owned by the Seller.

## § 7

### Transfer of risk, Incoterms, insurance in transit

1. Unless otherwise agreed in the sales contract, the Goods shall be delivered on an EXW ("ex works") basis in accordance with the International Commercial Terms INCOTERMS 2020. The place of issue of the Goods ("works") indicated in the Offer, the Confirmation, any commercial invoice or other document, and also in the absence of such a document, shall be understood as "ex works" ul. Graniczna 66, 44-178 Przyszowice, Poland.
2. Unless otherwise agreed in the sales contract, the risk of accidental loss or damage of the Goods sold shall pass to the Buyer at the time of placing the Goods at the disposal of the Buyer or the carrier, freight forwarder or a person authorised by the Buyer, acting on behalf of or for the Buyer, at the place of issue referred to in § 7 section 1 of the GTCS. The above rules shall also apply when, in accordance with the sales contract, the Seller delivers the Goods to the Buyer.
3. If the Seller is responsible for the transport of the Goods, in the event of a delayed delivery due to reasons attributable to the Buyer, the risk of accidental loss or damage of the Goods shall pass to the Buyer upon notification by the Seller of the readiness to deliver the Goods to the Buyer.
4. The Seller shall insure the Goods in transit only at the express request of the Buyer, under a separate insurance contract and at the sole expense of the Buyer.





## § 8 Complaints

1. Unless otherwise agreed in the sales contract, the quality and functional characteristics of the Goods shall be determined solely and comprehensively in the technical specification and the operating instructions referring to the relevant product from the Seller's Offer.
2. If the Buyer makes an additional demand (subsequent change of the terms of delivery or additional delivery), the best solution in terms of cost reduction shall be applied, provided, however, that it will not lead to deterioration of the situation of the Seller.
3. If the quality of the Goods does not satisfy the Buyer, and the Goods are made in accordance with the applicable standards and technical specification, this fact cannot constitute the basis for filing a complaint, unless the Buyer has stipulated additional requirements in the Purchase Order.
4. Rules for filing complaints:
  - a) All complaints should be filed immediately after finding defects in the Goods. The Buyer shall be required to inspect the Goods delivered in terms of compliance with the Purchase Order, quantity and quality;
  - b) Complaints related to quantity and the condition of the surface, packaging units and the packaging method should be filed upon receipt of the Goods otherwise the right to file such complaints at a later date shall be void. The condition for processing such complaints is the specification of quantitative and qualitative differences in the delivery documents, confirmed by the signatures of the representatives of the two parties or the persons handling the transport;
  - c) All reservations regarding the Goods delivered identified upon receipt should be documented additionally in the acceptance report (non-compliance report);
  - d) Quality complaints related to visible defects (e.g. surface quality, shape, size) should be filed no later than 5 days from the date of delivery;
  - e) Quality complaints related to hidden defects, material defects and the properties of the Goods inconsistent with the standards confirmed in the Purchase Order (not specified above) shall be accepted up to 12 months from the date of transfer to the Buyer of the risk of their accidental loss or damage in accordance with these GTCS, if no other period has been agreed in an individual



Purchase Order. A hidden defect must be reported to the Seller immediately, no later than 5 days after the defect is found.

5. Complaints should be submitted in writing to the address of the Seller's registered office or the e-mail address: support@3dgence.com
6. A complaint submitted to the Seller, related to defects of the Goods delivered, should contain:
  - a) Date of receipt of the complaint from the Buyer,
  - b) Purchase Order Confirmation Number,
  - c) Date of delivery,
  - d) Detailed description of the Goods complained about (name, dimensions),
  - e) The quantity of Goods complained about,
  - f) Quantity of the material delivered,
  - g) Scan/photocopy of the delivery note for the Goods,
  - h) Scan/photocopy of the hand-over and acceptance certificate,
  - i) The reason for the complaint and photographic documentation of the irregularities found.
7. The Seller shall process the complaint within 30 days from the date of its receipt. The Seller shall reserve the right to extend the indicated period for the complaint to be processed with the time necessary to perform certain additional activities, e.g. waiting for the return of the Goods to the Seller. The Seller shall immediately inform the Buyer about the extension of this period in writing or by e-mail.
8. If the complaint is recognised, the obligation of the Seller shall include, at the choice of the Seller, the obligation to replace the defective Goods for ones free from defects or reduce the price on a proportional basis or accept the return of the Goods complained about.
9. The Seller shall refuse to recognize the complaint when the Goods have been improperly used or stored by the Buyer.
10. The Seller shall not be liable for the suitability of the Goods delivered in accordance with the Purchase Order for the Buyer's purposes, unless agreed otherwise.
11. Complaints filed after the time limits, referred to in section 4 above, shall not be processed. The date of filing of the complaint shall be the date of receipt of the complaint at the Seller's registered office or the e-mail address: support@3dgence.com
12. If no response is given to the Buyer's complaint within the time limit, referred to in section 7, this shall not be a tacit acceptance by the Seller to the complaint.



## § 9 Warranty

1. The Seller shall grant the Buyer a 12-month warranty for products being sold (3D printers) that are subject to wear. The warranty period starts when the risk of accidental loss or damage passes to the Buyer in accordance with these GTCS.
2. The Buyer shall not be authorised to warranty rights in respect of the Goods sold if:
  - a) defects in the Goods delivered or their non-compliance with the sales contract have not been reported in accordance with the provisions of § 8 sections 3-6 of the GTCS,
  - b) the Goods have been later altered without the Seller's consented, unless it is proven that the alteration had no impact on the occurrence of defects in the Goods,
  - c) the damage results from normal wear, incorrect use or storage of the Goods.
3. Detailed conditions for the exercise of warranty rights are posted on the website: 3dgence.com

## § 10 Intellectual Property Rights

1. Unless otherwise agreed in the sales contract, the Seller shall be obliged to deliver Goods/Services unencumbered with intellectual property rights of third parties in the country where these Goods/Services are manufactured or in the country where they are delivered (hereinafter: Intellectual Property Rights). Intellectual Property rights within the meaning of these GTCS shall include in particular: know-how, patents, utility models, protected designs, trademarks and related rights, and copyrights.
2. If any third party asserts justified and documented claims against the Buyer in connection with the violation of Intellectual Property Rights, the Seller shall be liable to the Buyer for such violations during the period referred to in § 9 section 1 of the GTCS, provided that the Buyer used the Seller's products in accordance with their intended use, as set out in the technical specification, operating instructions and the sales contract.
3. If a third party asserts any claims against the Buyer in connection with a violation of Intellectual Property Rights in accordance with section 2 above, the Seller, at its own discretion and at its own expense:



- a) shall obtain Intellectual Property Rights necessary for the proper use of the Goods/Services delivered; or
  - b) shall modify the Goods/Services delivered so that their use does not violate the Intellectual Property Rights of third parties; or
  - c) shall replace the Goods delivered with Goods free from legal defects.
4. If the Seller cannot apply the solutions, referred to in section 3, without incurring excessive costs, the Buyer shall be authorised to take legal remedies in accordance with generally applicable regulations, in particular to reduce the price for the Goods/ Services delivered.
5. The Seller shall be obliged to take the actions specified in section 3 above under the following conditions:
- a) notifying the Seller immediately in writing of the complaints reported by third parties, no later than within 7 days,
  - b) not accepting in any form complaints of third parties and not recognising any facts related to the complaint reported by the Buyer,
  - c) leaving all the actual and legal remedies to combat the complaint at the sole disposal of the Seller by the Buyer.
6. The Buyer shall not be entitled to any claims against the Seller in the event that the infringement of Intellectual Property Rights occurs for reasons for which the Buyer is liable.
7. The Buyer shall not be able to pursue any claims against the Seller if any violation of the Intellectual Property Rights occurs as a result of execution of the Purchase Order including non-standard (out-of-offer) products in which construction, functional or material changes have been made in accordance with the Buyer's instructions and wishes or in consultation with the Buyer (so-called special orders) or if the Seller's products have been used in a manner not envisaged by the Seller or the infringement has occurred as a result of alterations of the Seller's products made without the prior written consent of the Seller.
8. The Buyer shall not be able to pursue any further claims against the Seller and its authorised representatives and any claims other than those referred to in § 10 hereof, related to the violation of Intellectual Property Rights.
9. If any Intellectual Property Rights arise as a result of the performance of any sales contract concluded between the Seller and the Buyer, all of these rights shall be the property of the Seller, unless the Buyer has made a prevailing contribution to their creation. If any Intellectual Property Rights arise as a result of the performance of any sales contract, the (exclusive or proportionate) owner of which is



the Buyer, and in all other cases in which Intellectual Property Rights owned (co-owned) by the Buyer arise, the Buyer, by accepting these GTCS, shall grant to the Seller at least free and non-exclusive licence, unlimited in time and territorially and authorising to use these Intellectual Property Rights in all the fields of exploitation known at the date of acceptance of these GTCS.

10. If new fields of exploitation arise, unknown at the time of acceptance of these GTCS, the Buyer shall grant the Seller a licence, referred to in section 9 above, for the use of such Intellectual Property Rights in these fields of exploitation without the need to pay any remuneration.

## **§ 11** **Liability**

1. The Seller's liability for non-performance or improper performance of the contract of sale of the Goods/Services shall be limited to the actual loss (*damnum emergens*) suffered by the Buyer and to the amount equivalent to the Seller's net remuneration for the delivery of the Goods/Services specified in the Purchase Order. This liability applies only to non-performance of the sales contract or non-performance of basic contractual obligations, which are understood as obligations without which the performance of the sales contract would be impossible (*essentialia negotii*).
2. The Seller's liability shall not include lost benefits, in particular indirect or consequential damages, such as loss of profits or remuneration and losses related to the disruption of the Buyer's business.
3. Liability for non-performance or improper performance of basic contractual obligations shall be limited to damages which the Seller could have foreseen at the time the sales contract was concluded as a normal consequence of non-performance or improper performance thereof, unless the damage was caused by the Seller's wilful misconduct or gross negligence.
4. The Seller shall not be liable for any damage:
  - a) that the Buyer could have avoided by following the information contained in the operating instructions and provided during the training course (if any);
  - b) that occurred while the device was left unattended during operation;
  - c) that occurred as a result of the use of the device for purposes other than intended, in particular to manufacture the final product or semi-finished product.



5. The Seller shall not be liable for any (direct or indirect) loss, damage or cost resulting from the Buyer's claims related to errors in delivery or delays caused by the activities of the logistic operator (freight forwarder).
6. The above rules of the Seller's liability shall apply equally to the authorised representatives of the Seller.

## § 12

### Prices

1. The prices for the Goods/Services specified by the Seller shall be net prices to which the value added tax shall be added.
2. The prices for the Goods/Services shall not include the price of delivery and insurance for which an additional fee shall be charged, unless the parties agreed otherwise in the sales contract.

## § 13

### Terms of payment

1. Unless otherwise agreed in the sales contract, the payment for the Goods/Service must be made before the Service is performed or the Goods are delivered.
2. The Buyer agrees to receive VAT invoices and pro forma invoices via e-mail at the e-mail address indicated by the Buyer.
3. The payment date shall be the date when the payment is credited to the Seller's bank account specified in the invoice or the date when the payment is made in cash.
4. If the Buyer fails to make the payment within the period specified in the VAT invoice, the Seller shall be authorised to charge statutory interest for each day of delay and to demand prepayment for the Goods/Services under the subsequent Purchase Orders that have been already accepted.
5. Failure to make the payment within the period specified in the VAT invoice shall authorise the Seller to stop delivering the Goods/Services and suspend the execution of the Purchase Orders that have been already accepted. The Seller may make the execution of a new Purchase Order placed by the Buyer, who is in arrears with payments or pays for invoices in an untimely manner, conditional on the payment of an advance towards the new Purchase Order of the Buyer.
6. Unless the Seller decides otherwise, the payment for the Goods/Services ordered shall be made without any deduction or compensation of counter-claims.



7. Filing a complaint shall not release the Buyer from the obligation to pay for the Goods/Services within the agreed period.
8. In the case of deterioration of the Buyer's financial situation after the conclusion of the sales contract or in the case of new facts justifying the assumption that the Buyer may fail to meet its contractual obligations, the Seller shall be entitled to demand that the Buyer establish security that is adequate to the type and volume of the transaction. If the Buyer fails to establish additional security within the appropriate period set by the Seller, the Seller shall be authorised to withdraw from the sales contract and demand that the Buyer return what the Seller provided under the sales contract and repair the damage caused by non-performance of the obligation, on general terms.
9. No assignment of rights under the sales contract concluded with the Buyer or a Purchase Order in favour of third parties shall be permitted without the written consent of the Seller.

## § 14

### Right to use the Software

1. If the Buyer is provided with software necessary to operate and use the subject of the Purchase Order (hereinafter referred to as "Software") in connection with the delivery of the Goods/Services, such Software shall be provided in accordance with the conditions set out in the Software documentation or the Software itself which shall have priority over the provisions of these GTCS.
2. If the Software is delivered electronically (e.g. via the Internet), the risk of accidental loss or damage of the Software shall pass to the Buyer when the Software leaves the area controlled by the Seller (i.e. when it is downloaded by the Buyer).
3. The Buyer shall be authorised to use the Software only for its intended purpose.
4. The purpose of the Software is determined, in relation to particular products, in the technical information about the product or operating instructions.
5. The software shall be provided only for use in the device referred to in the technical information or operating instructions. In the absence of such documents, the right to use the Software shall apply only to its use in the device provided with the Software. Use of the Software with any other device shall require the prior written consent of the Seller. In the event of any breach of the above provisions, the Seller shall be authorised to an appropriate additional remuneration for the use of the Software. Notwithstanding the foregoing, the Seller shall be able to claim supplementary compensation from the Buyer on general terms.



6. The Software shall be delivered only in machine-readable format (code).
7. The Buyer shall be authorised to make one copy of the Software for backup purposes (backup copy).
8. The Buyer shall be authorised to transfer the right to use the Software to a third party. In justified cases, the above authorisation may be revoked at any time in writing by the Seller. The right to use the Software may be transferred only with the transfer of ownership of the device purchased from the Seller. If the right to use the Software is transferred to a third party, the Buyer shall be obliged to provide assurance to the Seller and a third party that the transferred right to use the Software does not exceed the scope of the rights granted to the Buyer by the Seller under these GTCS and the relevant technical information and operating instructions. At the same time, the Buyer shall be obliged to ensure that the Software is used by the third party on the terms provided for in these GTCS.
9. If the Software is transferred to a third party, it shall be forbidden to retain any copies of the Software.
10. In the case of delivery of any Software with respect to which the Seller has only a limited right to use (Third Party Software), separate terms of use of such Third Party Software established between the Seller and the owner/holder of these rights shall have priority over these GTCS.
11. If the Seller provides the so-called open licence Software, the rules for granting and operating the relevant open licence from a third party provider shall have priority over these GTCS.
12. The technical information or operating instructions shall contain information regarding the existence of Third Party Software or an open licence and separate terms of use thereof.
13. Separate terms of use of the Software, as referred to in sections 10 and 11, shall be made available to the Buyer at its express request. Any breach of separate terms of use of Third Party Software or terms resulting from open licences granted shall result in claims, both on the part of the Seller and relevant third parties, against the Buyer.
14. The use of the Software on the Internet regardless of whether the Software is copied for this purpose shall require a separate agreement with the Seller.
15. The Buyer shall be obliged to comply with the rules of copying the Software in accordance with these GTCS. The Buyer shall be obliged to keep a register of all copies of the Software and to provide it to the Seller upon request.
16. The Buyer shall bear the actual and legal consequences related to the use of software other than that provided/made available by the Seller.





## § 15

### Security measures – back-up copies

1. The Buyer shall be obliged to take all necessary and appropriate measures to prevent or reduce damage to the Software. In particular, the Buyer shall be obliged to make regular backup copies of the Software and data.
2. In the event of any breach of the above obligation by the Buyer, the Seller shall be released from any liability/claims in this respect and such liability/claims shall be attributable to the Buyer. This applies in particular to the replacement of lost or damaged Software or data.

## § 16

### Legal defects of the Software

In the case of any claims effectively pursued by third parties, related to the violation of their protected rights regarding the Software, the Seller shall be liable for such violations under the terms specified in § 10 of the GTCS and only for a period of 12 months from the date of transfer of the risk of accidental loss or damage of the Software to the Buyer.

## 17

### Personal data

1. The controller of personal data of the Buyer/persons acting on behalf of the Buyer shall be 3DGence sp. o.o. with its registered office in Katowice, ul. Mickiewicza 29, 40-085 Katowice, registered at the District Court for Katowice East in Katowice, 8th Commercial Division under number KRS 265431.
2. Personal data of the Buyer/persons acting on behalf of the Buyer (name and surname, address of residence/correspondence address, telephone number, NIP number) will be processed:
  - a) in order to conclude and perform the sales contract under Article 6 section 1(b) of the GDPR (processing is necessary for the performance of the contract to which the data subject is a party);
  - b) in order for the Controller to fulfil their legal obligation, i.e. under Article 6(1)(c) of the GDPR;
  - c) in order to prepare an offer under Article 6(1)(b) sentence two of the GDPR, i.e. as an action taken at the request of the data subject before the conclusion of the sales contract;



- d) in order to process complaints, claims and requests under Article 6(1)(f) of the GDPR, i.e. legitimate interest of the Controller;
  - e) in order to pursue or defend against any claims under Article 6(1)(f) of the GDPR, i.e. legitimate interest of the Controller;
3. The recipients of personal data of the Buyer/persons acting on behalf of the Buyer shall be only entities cooperating with the Controller in the sales process (entities providing courier services, suppliers, entities providing legal services, entities providing IT services). The data entrusted to them shall be provided to the extent and purpose necessary to implement the sales contract or prepare the offer.
4. The personal data of the Buyer/persons acting on behalf of the Buyer shall not be transferred to any country that is not a member of the European Economic Area.
5. The personal data of the Buyer/persons acting on behalf of the Buyer shall be kept for the period of:
- a) In case of conclusion of a sales contract for a period prescribed by applicable law.
  - b) In the case of preparation of an offer for a period of 6 months from the date of their transfer.
  - c) In the case of processing of a complaint or claim for a period necessary to process the complaint.
  - d) In the case of pursuing claims or defending against such claims for the period of limitation of such claims, i.e. as a rule no longer than 10 years from the occurrence of the event giving rise to the claim.
6. In connection with the processing of personal data, the Buyer/persons acting on behalf of the Buyer shall have the following rights:
- a) the right to access the data (in accordance with Article 15 of the General Data Protection Regulation);
  - b) the right to rectify the data (in accordance with Article 16 of the General Data Protection Regulation);
  - c) the right to delete the data (in accordance with Article 17 of the General Data Protection Regulation);
  - d) the right to limit the data processing (in accordance with Article 18 of the General Data Protection Regulation);
  - e) the right to transfer the data (in accordance with Article 20 of the General Data Protection Regulation);
  - f) the right to object (in accordance with Article 21 of the General Data Protection Regulation);



- g) the right to file a complaint with the supervisory body (the President of the Office for Personal Data Protection) if the Buyer/persons acting on behalf of the Buyer believe that the processing of their personal data violates the General Data Processing Regulation.
7. If the Buyer/persons acting on behalf of the Buyer want to exercise their rights, referred to in section 6 above, please contact us at: [cs@3dgence.com](mailto:cs@3dgence.com).
8. Providing personal data by the Buyer/persons acting on behalf of the Buyer is voluntary but necessary to conclude a sales contract or present an offer.
9. The data of the Buyer/persons acting on behalf of the Buyer shall not be subject to profiling.

## § 18

### Contact details

In order to obtain information, solve problems and make suggestions regarding the protection of personal data, the Buyer may contact at any time the Seller's representative responsible for the protection of personal data. Contact address: [rodo@3dgence.com](mailto:rodo@3dgence.com)

## § 19

### Summary

1. The place of performance of sales contracts concluded on the basis of these GTCS shall be Przyszowice.
2. The competent local court for resolving disputes arising out of sales contracts between the Seller and the Buyer shall be the competent local court in Gliwice.
3. The sales contracts concluded between the Seller and the Buyer and these GTCS shall be governed by Polish law. The application of conflict-of-law rules of private international law shall be excluded.
4. In matters not covered by these GTCS, the provisions of the Civil Code shall apply.
5. Invalidity of one of the provisions shall not affect the validity of other provisions of these GTCS.
6. To the extent not covered by these GTCS, the Seller's liability under the statutory warranty within the meaning of Article 558 § 1 of the Civil Code shall be excluded. These GTCS shall exclude the application of the Vienna Convention of 11 April 1980 on the international sale of goods.