

BMZ POLAND Sp. z o.o. General Purchase and Delivery Conditions for Components

§ 1

Definitions.

The definitions used in these General Purchase and Delivery Conditions have the following meaning:

- a) BMZ – BMZ Poland Sp. z o.o. with its registered seat in Gliwice, ul. Alberta Einsteina 9, entered in the National Court Register - Register of Entrepreneurs by the District Court in Gliwice, 10th Commercial Division of the National Court Register, under KRS number: 0000353823, NIP 631-26-09-837, with initial capital of PLN 400,000.00 paid up in whole;
- b) Parties – BMZ and the Seller altogether;
- c) Seller – a legal person or a non-corporate organisational unit, regardless of who is its owner and where it has its registered seat, or whether it pursues business activity in the territory of the Republic of Poland or abroad. The term Seller is also understood as a natural person who pursues business activity – subject to § 2 points 8 and 9 of the GPDCs;
- d) Commodity/Commodities – product/products, service/services or item/items purchased by BMZ from the Seller;
- e) Product – an item manufactured by BMZ or a third party which incorporates or includes the Seller's Commodity;
- f) GPDCs – BMZ General Purchase and Delivery Conditions;
- g) Request for Proposal – a solicitation through a bidding process by BMZ to the Seller in order to conclude a sale or delivery contract, specific task contract, service providing contract or any other contract where BMZ is the buyer, consignee, ordering party or customer, or the recipient of non-monetary benefits from the Seller;
- h) BMZ Customer – an entity to which BMZ sells or delivers or in any other way transfers the Commodity, for a fee or free of charge, either as a Commodity (resale) or as an element (component or inclusion) of the Product, and the ownership of which BMZ has previously acquired from the Seller,
- i) Contract – any contractual relationship concluded between BMZ and the Seller in which BMZ will be the buyer, consignee, ordering party, customer or on the basis of which BMZ is the recipient of non-monetary benefits from the Seller or an entity indicated by the Seller.

§ 2

The Scope of GPDCs.

1. GPDCs are an integral part of all requests for proposal as well as offers and offer confirmations, submitted by BMZ to the Seller or by the Seller to BMZ, and concluded by BMZ, respectively as a buyer, consignee, ordering party or customer, or the recipient of non-monetary benefits. These GPDCs apply also when the Contract has been concluded by BMZ in the form of negotiations, tender or auction.
2. GPDCs are an integral part of any Contract, including a framework contract or an executive agreement, concluded between BMZ and the Seller in which BMZ is the buyer, consignee, ordering party, customer or the recipient of non-monetary benefits from the Seller.
3. Arrangements other than contained in GPDCs shall be considered null and void, unless mutually agreed upon by the Parties in writing.
4. In the event of any conflict or inconsistency between the content of GPDCs and the Contract, the provisions of the Contract shall prevail.
5. With respect to any contractual relationships between the Parties, only these GPDCs shall apply. Any other contractual documents (excluding other BMZ contractual documents), particularly contractual documents of the Seller shall not apply, even if they have not been explicitly or implicitly rejected by BMZ. The Seller undertakes in relation to BMZ not to apply, during the term of the GPDCs or the Contract, any of its general contractual documents, regardless of their form – in particular, the general terms and conditions of the contract, template and regulations.
6. If BMZ collects or pays for the contractual product it shall not be considered as acceptance, explicit or implicit, of the Seller's contractual document. The rule above also applies when BMZ, being aware of the existence of the Seller's contractual document different from GPDCs, accepts the delivery of or makes payment for the Commodity.
7. These GPDCs do not apply to the Contract concluded by and between BMZ and the Seller, who is a natural person concluding the Contract directly related to its business activity, if it results from the content of the Contract that it is not of a professional nature for this natural person, resulting, in particular, from the subject of business activity conducted by this person, made available on the basis of the provisions on the Central Registration and Information on Business.
8. These GPDCs do not apply to any Contract concluded between BMZ and a consumer referred to in Article 22¹ of the Polish Civil Code, which provides that a consumer is a natural person who enters with an entrepreneur into a legal transaction that is not directly related to its business or professional activity.

9. If any Contract (including the Framework Contract) has been concluded between BMZ and the Seller, the provisions of which are to apply to entities in any way related to the Seller (in particular, in capital or personal terms), these GPDCs also apply to the Contracts concluded between BMZ and this entity.

§ 3

Offers and Orders.

1. The Seller's trade offers, in response to the request for proposal made by BMZ, which are not accepted by BMZ in documentary form, otherwise null and void, do not constitute the legal basis for any claims from the Seller towards BMZ and do not lead to the conclusion of any Contract. The absence of the response from BMZ to an offer made by the Seller may not be considered the acceptance of this offer, even if BMZ remains in permanent commercial relations with the Seller. For the effective acceptance of the Seller's offer, BMZ must unambiguously accept the offer in documentary form, otherwise null and void.
2. Both in the Seller's offer, in response to the request for proposal made by BMZ and during the performance of the Contract, the Seller is obliged to include in detail the quantities and characteristics (properties) of the ordered Commodity, as indicated by BMZ in the request for proposal (or offer or upon accepting the offer). If no information, referred to in the preceding sentence, has been provided to the Seller, the information contained in the last order placed by BMZ (offer/request for proposal), where this information is included, shall apply. Apart from this, all the Commodities delivered by the Seller must also comply with the BMZ standards, conditions agreed by the Parties and visual definition (e.g. description, specification, data sheets, drawings and samples) of the Contract concluded between BMZ and the Seller, provided that the Contract has been concluded. Subsequent derogations from any of the characteristics (properties) of the Commodities, as mentioned above, are permissible only upon obtaining by the Seller a written consent in documentary form, otherwise null and void.
3. No remuneration, compensation or reimbursement of costs or any other claim shall be paid to the Seller for the preparation of pricing lists, calculation offers, trade offers, samples delivered, etc. related to the request for proposal made by BMZ.
4. All the information, technical data, projects, drawings, etc. provided by BMZ for the Seller are the property of BMZ and its company secret and may not be provided by the Seller to third parties without a prior written consent from BMZ, otherwise null and void. The Seller has the right to use them only in order to execute the Contract or prepare an offer and immediately after the execution of the Contract or, if the Contract was not concluded within 30 calendar days from the day of

sending an offer or a request for proposal to BMZ, the Seller is obliged to destroy them unless BMZ requests to have them returned. In the event of a request to have them returned, the Seller is obliged, immediately and at its own expense and risk, to return the obtained information to BMZ.

§ 4

Delivery Period and Location.

1. The delivery location (place of performance) of the Commodity is the address indicated in the BMZ (order). Unless indicated otherwise, the place of delivery of the Commodity is the registered seat of BMZ.
2. Unless it is stipulated otherwise in the INCOTERMS adopted in the Contract, the delivery of the Commodity takes place at the expense and risk of the Seller, which means that the Seller incurs the risk of every deterioration in the Commodity's condition, including its accidental damage or loss, until the moment of collecting the Commodity by BMZ at the place of performance.
3. The release and collection of the Commodity shall take place at the delivery location.
4. The binding delivery date is the date indicated in the BMZ order or in the Contract.
5. In the event of the Seller delivering the Commodity earlier than agreed upon, BMZ reserves the right to refuse to accept it and to return the Commodity at the expense and risk of the Seller, or to store the Commodity in the third party facilities, at the expense and risk of the Seller, until the agreed date of delivery.
6. In the case of delivery made earlier than agreed upon, BMZ will pay for the Commodity only on the agreed maturity date of the performance of a monetary obligation.
7. In the event of delayed delivery of the Commodity, BMZ is entitled to charge contractual penalties in the amount of 2% of the net value of the Order or Contract for each full week of delay. Moreover, BMZ has the right to pursue the claim for compensation which is higher than the amount of the contractual penalty set out in the previous sentence. BMZ also has the right to refuse to accept the Commodity or to return it at the expense and risk of the Seller, or to store the Commodity in third party facilities, at the expense and risk of the Seller, should the Seller fail or refuse to collect the returned Commodity.
8. The Seller shall, at the time of delivery of the Commodity, provide BMZ with all the approvals, certificates as well as other documents related to the Commodity, its properties, quality,

- suitability, intended use, safety, and other information related to its expiry date (suitability of use) and restrictions as well as the instructions for use of the Commodity and other similar information.
9. The Commodity, if required by regulations currently in force on the territory of the Republic of Poland and the European Union, must have a safety mark and an approval mark in accordance with these regulations and within the time limit specified by them, and all other marks, designations, numbers required by the afore mentioned regulations.
 10. The Seller is obliged to immediately notify BMZ of any circumstances which make the delivered Commodity dangerous to life or health of natural persons and animals.
 11. If the Seller anticipates any difficulties in execution or due execution of obligations set out in this Contract, they should notify BMZ thereof immediately. In that case, BMZ has the right to withdraw from the Contract within 30 calendar days from receiving this information. In the event of withdrawal from the Contract, BMZ remains entitled to all compensation claims related to the violation of the obligation by the Seller. In the event of withdrawal from the Contract by BMZ, the Seller is not entitled to any claims, rights or allegations against BMZ.
 12. In the event of BMZ withdrawing from the Contract, due to the situation described in clause 11 of this paragraph of GPDCs, the Seller shall return immediately, at their own expense and risk, all the moulds, models, drawings, production devices, tools, etc. provided by BMZ, within 2 working days.
 13. The acceptance of late delivery of the Commodity by BMZ with no objections shall not be interpreted as BMZ waiving the claims it is entitled to due to late delivery.
 14. In the event of claims from third parties towards BMZ, particularly BMZ Customers, resulting from or related to non-performance or undue performance of the Contract, including GPDCs, the Seller is obliged to return all amounts due to BMZ which BMZ was or will be obliged to pay to these entities, in 5 working days from submitting the request by BMZ.
 15. Unless the Parties agree otherwise, deliveries of the Commodity must be carried out in whole. Deliveries of the Goods in parts (batches) are not permitted, unless this has been previously approved by BMZ.
 16. The Seller is obliged, at its own expense and risk, to pack the Commodity properly in order to transport it to the place of delivery. Damage caused during transport, including damage to the Commodity resulting from the lack of packaging or from improper packaging of the Goods, is incurred solely by the Seller, and if it is incurred by BMZ, the Seller is obliged to return it to BMZ within 5 calendar days from the receipt of the request from BMZ.

17. The Seller is obliged to collect the packaging of the Commodity at its own expense and risk always when the collection results directly from regulations in force or when BMZ and the Seller do agree otherwise.
18. The Commodity ordered by BMZ which is delivered to a specified location should be packed in a way to prevent damage during shipment. Moreover, the Seller undertakes to use the packaging which complies with standards and has designations in line with related legal regulations in force, in particular the Packaging and Packaging Waste Act (Dz.U. 2013 poz.888 ze zmn.) and the Waste Act (Dz.U. 2022 poz. 699, ze zmn.). When the so called dangerous commodities are subject to delivery, the Seller is obliged to pack them according to the requirements for this commodity category, in line with legal regulations in force.
19. The seller is obliged to conduct its business in compliance with the applicable legal regulations on environmental protection, emissions of pollutants and noise. The Seller is obliged to monitor the amount of waste generated and manage it properly, at the same time he declares to systematically minimise the negative impact on the environment resulting from his business activities.
20. At the BMZ's request, the Seller is obliged to present immediately all environmental information concerning the Commodity, including the technological processes and materials from which the Commodity is produced.
21. BMZ is not obliged to inspect the Commodities at the time and in the manner adopted for Commodities of this type, in particular, at the time of their receipt from the Seller. At the moment of detecting a defect, BMZ is obliged to notify the Seller within 1 month from the moment of detecting a defect or receiving information about a defect from a third party.
22. Results of inspection and test of the delivered Commodity, carried out by BMZ, in particular as to the Commodity's quantity, quality, weight or measurements, are final and binding for both Parties.
23. If BMZ has not acquired the ownership right at the time of conclusion of the Contract, BMZ becomes the owner of the Commodity at the time of its delivery at the latest.
24. The manner of performing the Contract undergoes a periodic evaluation according to the criteria which are defined by BMZ and in force on the date of the assessment. The assessment of the Seller includes:
 - assessment of goods delivered (number of claims, audit results),
 - assessment of goods deliveries (punctuality, completeness of documentation, communication, price stability).

According to the above assessment, the Seller is categorised as active/preferred, blocked for new projects, required to be changed.

§ 5

Warranty and claims for defect of the Commodity.

Recourse claims.

1. The Seller guarantees and confirms that the delivered Commodity conforms to the Contract and all laws applicable in the Republic of Poland and the European Union (unless these laws are contradictory to the Polish laws) and the state of the art in the field of the applied technology as well as the standards applicable in Poland and in the European Union, in particular those passed by the Polish Committee for Standardisation.
2. The Seller also guarantees that the Commodity delivered by them will maintain the properties resulting from the Contract, its enclosures and GPDCs throughout the guarantee period and for this guarantee period it will be suitable for the purpose of which BMZ informed the Seller when concluding the Contract.
3. In addition, the Seller guarantees that at the time of delivery the Commodity delivered by it is free of physical and legal defects, meets production requirements of BMZ, and conforms to the intended use provided for in the request for proposal/Contract, and has properties of which BMZ was assured by the Seller.
4. The Seller provides a guarantee within the scope described in § 5 clause 1–2 of the GPDCs for the period of 24 months, from the delivery date of the Commodity (or the Product that the Commodity delivered by the Seller is a part of) to a BMZ Customer, and if the Commodity is not delivered to a BMZ Customer – from the date of its delivery to BMZ.
5. The Seller provides BMZ with a warranty for the Commodities sold for the period of 24 months. The period begins from the moment of collecting Commodities by BMZ.
6. During the warranty and guarantee period, it is presumed that the defect already existed at the time of collecting the Commodity by BMZ, unless the Seller proves otherwise.
7. BMZ has the sole right to choose whether the defect or defects (non-conformity/non-conformities) of the Commodity are to be removed on the basis of warranty or guarantee provisions. BMZ also has the sole right to choose the method of removing the defect under the warranty or guarantee.
8. Under the warranty, BMZ has the right, at its discretion, to demand, in particular: the replacement of the Commodity for the defect-free Commodity; the repair of the Commodity (leading it to the condition in accordance with the Contract); price reduction or withdrawal from the Contract.
9. Independently of exercising the rights mentioned in clause 8 of this paragraph of the GPDCs, BMZ also retains the right to demand from the Seller reimbursement of all costs incurred in connection with removing defects by BMZ, including lost profit and benefits. Moreover, BMZ has the right to seek compensation from the Seller on general terms.

10. If BMZ chooses to have the Commodity repaired, the Seller undertakes to repair defects (non-conformities), free of charge and at its own expense and risk, no later than within 7 calendar days from receiving the request from BMZ.
11. The Seller undertakes to reimburse BMZ for all costs incurred by BMZ, entities cooperating with BMZ, as well as BMZ Customers, and which have been incurred in order to remove the defect in the Commodity or to reduce damage caused by the occurrence of a defect in the Commodity or the delivery of the new defect-free Commodity, in particular the costs of transport, labour, materials, costs of expert opinions and opinions by specialists (experts), as well as the costs of necessary insurance.
12. Should the Seller fail to remove the defect within the time limit referred to in § 5 clause 10 of GPDCs, BMZ has the right (i) to remove the defect at the expense and risk of the Seller by repairing the Commodity itself or having it repaired by a third party (replacement repair) or (ii) to request reimbursement of the Commodities' price. In the latter case, the Seller shall be obliged to reimburse the said amount no later than 30 days after the date of the invoice issued by BMZ.
13. If due to a detected defect, non-conformance of the Commodity with the Contract or GPDCs, violation of the provisions of the Contract or GPDCs, BMZ incurs any costs, such as, e.g., costs of transport, materials, expert opinions and opinions of specialists (experts) or third party costs related to the replacement repair, as well as legal assistance/service costs, the Seller undertakes to reimburse these costs to BMZ within 7 calendar days from the day of incurring them.
14. In the case of withdrawal from the Contract, the Seller is obliged to immediately issue an adjusted invoice and collect the Commodity. If the Commodities are not collected within 30 days from the date of withdrawal from the contract, BMZ has the right to dispose of the Commodity at the expense and risk of the Seller or to sell the Commodity at the expense and risk of the Seller to third parties for a price that is reasonable according to BMZ.

§ 6

Liability.

1. The liability of the Seller for non-performance or undue performance of any obligation that stems out from GPDCs or the Contract is based on the principle of risk.
2. BMZ is responsible for non-performance or undue performance of any obligation that stems out from GPDCs or the Contract only in the event of deliberate fault.
3. The Parties are aware that BMZ sells or delivers, or provides services related to technologically advanced products and the commodities purchased from the Seller are parts of these

commodities. With the knowledge set out in the previous sentence, the Seller undertakes not to cooperate directly or indirectly (i.e. sell or deliver commodities), during the term of this Contract and within 12 months after its termination – regardless of the cause of termination – with any of the entities to which BMZ sells its products during the term of this Contract. Regardless of the cause set out in the previous sentence, the Seller is also obliged to immediately notify BMZ of any offer of cooperation submitted to it by the entity to which BMZ sells or delivers its products. The prohibition referred to in this point applies only to those products which the Seller sells or delivers to BMZ and those products the properties and characteristics of which are similar to products sold or delivered by the Seller to BMZ to such an extent that they can be replaced by the recipients of BMZ products with ease and with little financial costs.

4. For each case of breaching the obligation set out in § 6 clause 3, the Seller is obliged to pay the contractual penalty amounting to the value of total commodities sold and delivered by the Seller to BMZ in the calendar year which precedes the year of the occurrence of the incident set out in § 6 clause 3 of the Contract. The payment of the contractual penalty is based on the debit note issued by BMZ within 14 calendar days from the issue date. BMZ has the right to pursue the claim for compensation from the Seller which is higher than the amount of the contractual penalty set out in the previous sentence.

§ 7

Liability for damage arising as a result of faulty Commodity.

Serial faults.

1. If the Commodity delivered to BMZ did not comply with the Contract, including having defects, and was installed by BMZ in the Product or resold by BMZ without installing it in the Product, and it will have to be recalled from the market, the Seller is obliged to reimburse all costs related to the recall of the Products from the market and their repair or disposal and to reimburse the costs of all claims for damage that BMZ had to pay to third parties due to the above incident. § 4 clause 14 of GPDCs applies accordingly.
2. The decision to recall the Product from the market is made at the sole discretion of BMZ, taking into account the legitimate interest of BMZ Customers.

§ 8

Intellectual and industrial property rights

1. The Seller assures and guarantees that the Commodity delivered to BMZ is free from third party rights, particularly copyrights, intellectual property and industrial property rights and that there are no rights which could restrict or exclude the use of the Commodity – both in the territory of the Republic of Poland and outside its borders.
2. The Seller guarantees that the delivery and use of the Commodity does not breach any rights, particularly patents, licences, other copyrights or third party related rights and any industrial property rights.
3. The Seller, at the first request, indemnifies BMZ and BMZ Customers against any third party claims related to the potential breach of intellectual or industrial property rights, and covers all the costs and expenses which might arise for BMZ and BMZ Customers in relation to this. § 4 clause 14 of GPDCs applies accordingly.
4. If it turns out that in the country where the Products are used, the Products, due to the fact that the Seller's Commodities have been installed in them (as components/inclusions) violate intellectual or industrial property rights of third parties, the Seller, at the first request of BMZ, is obliged to obtain, at its own expense and risk, all permits, permissions, consents, licences of any entities so as to enable the use of these Products in this country.
5. Concluding the Contract with the Seller does not result in the transfer of any intellectual and industrial property rights (patents, utility models, etc.) to the Seller or the granting of any licence to them.
6. The Parties agree that the price for the Commodity also includes a paid license to use the Commodity in Poland and any other country, unless the provisions of the Contract provide otherwise.

§ 9

No further subcontracting of some or all of the Contract's obligations.

1. The Seller undertakes to perform the concluded Contract on its own and not to transfer any obligation arising therefrom to third parties, without the prior consent of BMZ, in writing, otherwise null and void. Should the obligation referred to in the preceding sentence be violated, BMZ is entitled to withdraw from the Contract within 60 calendar days from the date on which BMZ becomes aware of this incident. Moreover, BMZ has the right to seek compensation from the

Seller on general terms. In the event of withdrawal from the Contract for the reason described in this provision of the GPDCs, the Seller is not entitled to any claims against BMZ.

2. In the event of obtaining a written consent from BMZ for subcontracting all or some of the Contract's obligations to a third party, the Seller is liable to BMZ for third party activities as if they were its own, while still being responsible for the proper performance of the Contract.

§ 10

Pricing. Invoices. Payments.

1. The price for the Commodity, as specified in the Contract, is the fixed price and includes the net price of the Commodity, its transport to the place of delivery, appropriate packaging (both collective and unit), loading of the Commodity, unloading of the Commodity, costs of customs clearance and transport insurance and any other costs related to the transport of the Commodity to the place of delivery.
2. The price is paid after receipt of the Commodity at the place of delivery if it is defect-free and on the basis of a properly issued VAT invoice by the Seller and delivery documents (e.g. delivery note document, etc.). If the documentation or VAT invoice are incorrect, the payment date determined by the Parties is deferred until BMZ receives the corrected documentation or VAT invoice issued by the Seller while BMZ maintains the right to the discounts provided by the Seller (rebates, discounts, accepted complaints and allowances).
3. In case the Commodity is non-compliant with the Contract, BMZ has the right to suspend any due payments to the Seller until the Commodity which is compliant with the Contract is delivered or a defect in the Commodity is removed.
4. The proper details to be entered in the VAT invoice are the ones indicated in the BMZ order or in the Contract.
5. The invoice should include details to enable full identification of the Parties, i.e. particularly their full names, addresses, tax identification number, order number, BMZ item number and BMZ order number, as well as the name of the Commodity (serial number, number of the drawing, model, form, etc.), quantity and other items required by applicable regulations.
6. The Seller can deduct its liabilities against BMZ only after receiving a consent from BMZ, in writing, otherwise null and void.

§ 11

Confidentiality. Data protection. No provision of Commodities made according to the BMZ concept

1. The content of the Contract concluded by both Parties constitutes a trade secret and shall not be disclosed to third parties without prior permission from the other Party.
2. All data and information provided in relation to the Contract or in the period preceding its conclusion (e.g. sending an offer, request for proposal) are confidential and thus the Parties undertake not to disclose them to any third parties, unless the other Party expresses its consent to provide information to third parties. The consent must be in writing, otherwise null and void. The Parties undertake to use the information obtained in connection with the performance of the Contract only for the purpose resulting from the performance of the Contract.
3. All information provided by BMZ, particularly technical data, drawings, drafts, prototypes and models (including properties of the ordered Commodity, documentation and software related to the Commodity and other values such as knowledge and experience related to the Commodity), except for publicly available information, is the company secret. In the event of concluding a non-disclosure agreement (NDA) between BMZ and the Seller, the provisions of the agreement take precedence over the provisions of this regulation.
4. The Seller is obliged to oblige each entity with which it cooperates in the performance of the Contract (in particular, employees, counterparties) to keep cooperation with BMZ confidential to the extent and according to the rules described in § 11 clause 1–3 of the GPDCs, as well as pursuant to the provisions of the Act of 16 April 1993 on combating unfair competition (consolidated text, Journal of Laws of 2003, No. 153, item 1503 with further amendments). In the event of concluding a non-disclosure agreement (NDA) between BMZ and the Seller, the provisions of the non-disclosure agreement take precedence over the provisions of this regulation.
5. Concluding the Contract with the Seller does not result in the transfer of any intellectual or industrial property rights (in particular in the form of patents, utility models, etc.) to the Seller.
6. The Seller undertakes that the Commodities that have been delivered by it (in particular, produced, manufactured, sold), according to the documentation, indications, designs, drawings and models, etc., as well as on the basis of other confidential information provided to the Seller by BMZ, will not be used by it, or offered, delivered or provided for a fee/free of charge to third parties, in particular BMZ Customers.
7. The obligation referred to in § 11 clause 6 of the GPDCs also applies to items that differ only slightly from the Commodities referred to in § 11 clause 6 of the GPDCs.

§ 12

Force majeure.

1. Within the meaning of the GPDCs, force majeure is any external event caused by forces of nature or by act or omission of third parties which cannot be foreseen based on human knowledge and experience, and which cannot be prevented or eliminated using available economic or technical means, while maintaining the utmost diligence, and which could not be taken into account by the Seller or BMZ due to the rarity of its occurrence, i.e. war, threat of war, calamities, natural disasters, pandemic, collapse of the financial system in Poland or abroad.
2. Force majeure suspends the enforcement of obligations by Parties over its duration. As far as possible, the Parties are obliged to immediately communicate information to the other Party about the occurrence of force majeure and align their obligations, in good faith, to the changed conditions resulting from the action of force majeure.
3. BMZ is wholly or partially exempt from the obligation to collect the ordered Commodity, thus it has the right to withdraw from any Contract, if the ordered Commodity cannot be used by it due to a delay caused by force majeure. BMZ may use the right to withdraw from the Contract within 60 calendar days from receiving information about a force majeure event.

§ 13

Other provisions

1. Interpretation and application of these GPDCs or the Contract concluded between the Parties shall be governed by applicable law appropriate to the BMZ office location.
2. The provisions of the United Nations Convention on the International Sale of Goods drafted in Vienna on 11 April 1980 (Journal of Laws of 1997, No. 45, item 286 with further amendments) shall be excluded.
3. Notices of dispatch, consignment notes, bills, invoices and any communication must include an order number/BMZ item number/BMZ Contract number. If the Seller violates this provision, it is obliged to pay the contractual penalty towards BMZ of EUR 50.00 net for every violation. This is without prejudice to the rights of BMZ to compensation exceeding the amount of the reserved contractual penalty set out in the previous sentence.
4. The Seller accepts BMZ's Code of Conduct. The common court appropriate for the BMZ office shall be solely competent to solve any disputed matters arising out of these GPDCs, or related to GPDCs and the Contract between the Parties-Companies.

5. The Seller is obliged to have and submit to BMZ a valid civil liability insurance for the conducted business activity for the amount equal to the total value of orders from the previous calendar year, also covering liability for damage caused by Commodity defects and the risk including a necessity to recall the Commodity from the market.
6. It is not allowed to transfer the rights under the Contract concluded with BMZ to third parties without a prior consent from BMZ, in writing, otherwise null and void.
7. In the event of invalidity or ineffectiveness of any provisions of GPDCs or the Contract, the other provisions shall remain in full force and effect. The Parties shall seek to take steps towards reaching an agreement on the provision which will replace the invalid or ineffective provision while reflecting its meaning and purpose in the most faithful way possible.
8. Without a consent from BMZ, in writing, otherwise null and void, the Seller shall not use the name, trademarks or trade names of BMZ. If the above provision is violated, BMZ has the right to claim compensation from the Seller on general terms.
9. The Seller, by concluding the Contract with BMZ, also by confirming an offer from BMZ or by implementing an offer from BMZ, unconditionally accepts these GPDCs.
10. The Parties shall notify themselves in the event of any change of address, subject to effective correspondence delivery to the last specified address on the 15th day from the day of sending the registered letter.
11. Any amendments, corrections, additions to requests for proposals, offers, orders, acceptance of offers, acceptance of orders must be made in documentary form, otherwise null and void.
12. Any amendments to the GPDCs must be made in writing, otherwise null and void.
13. BMZ submits a statement, and the Seller acknowledges it, that BMZ has the status of a large enterprise – in accordance with the wording of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

Enclosures:

Enclosure 1 – Data Protection Notice when the Seller is natural person, sole proprietorship or civil law partnership.

Enclosure 2 – Data Protection Notice when the Seller legal person or unincorporated organization

Enclosure 1

Data protection notice when the Seller is natural person, sole proprietorship or civil law partnership
According to article 13 of the General Data Protection Regulation dated 27th April 2016 (hereinafter called as the GDPR) hereby we inform you that:

1. Data controller of your data is BMZ Poland Sp z o.o. , with registered office in Gliwice (44-109) at Alberta Einsteina 9.
2. You can contact data controller at the following mail address: iod@bmz-group.com
3. Your personal data will be processed for:
 - a) conclusion and performance of the contract on the grounds of article 6 section 1 b of GPDR
 - b) compliance with legal obligation to which the controller is subject on the grounds of article 6 section 1 c of GPDR
 - c) the purposes of the legitimate interests pursued by the controller or by a third party, i.e. for pursuing, settlement and protection against any claims on the grounds of article 6 section 1 f of GPDR
4. Your personal data will be processed by the authorized staff of the controller ; your data may be forwarded to the external service providers like accounting, IT, security on the grounds of data processing agreement, as well as tax auditors according to the statutory regulations
5. Your personal data will be provided neither to the other states nor to international organizations
6. Your personal data will be processed during :
 - With reference to section 3a) - performance of the contract .
 - With reference to section 3b) – period resulting from corresponding tax regulations
 - With reference to section 3c) – period resulting from the barred claim statute limitations
7. You have right to access your data and you have right to verify, limit the processing, transfer the data, file the complaint, withdraw your consent if the data are processed on the base of your consent however without impact on compliance with right for processing on the ground of your consent granted before the withdrawal
8. You have right to file the claim to the supervisory authority in case you think processing data is not in accordance with GPDR
9. The data provision is voluntary and prerequisite for contract conclusion
10. Your data will not be processed for profiling purposes.

Enclosure No 2

Data protection notice when the Seller is legal person or unincorporated organization

According to article 13 of the General Data Protection Regulation dated 27th April 2016 (hereinafter called as the GDPR) hereby we inform you that:

1. Data controller of your data is BMZ Poland Sp z o.o. , with registered office in Gliwice (44-109) at Alberta Einsteina 9.
2. You can contact data controller at the following mail address: iod@bmz-group.com
3. Your personal data are provided by the Seller for the purpose of performance of the contract concluded between the Seller and data controller.
4. Your personal data will be processed for the purposes of the contract concluded with the Seller on the ground of article 6 section 1 b of GPDR .
5. Your personal data will be processed by the authorized staff of the controller ; your data may be forwarded to the IT external service providers on the grounds of data processing agreement
6. Your personal data will be provided neither to the other states nor to international organizations
7. Your personal data will be processed during performance of the contract or until the Seller nominates other persons for contract performance.
8. You have right to access your data and you have right to verify, limit the processing, transfer the data, file the complaint, withdraw your consent if the data are processed on the base of your consent however without impact on compliance with right for processing on the ground of your consent granted before the withdrawal
9. You have right to file the claim to the supervisory authority in case you think processing data is not in accordance with GPDR
10. Your data will not be processed for profiling purposes.