

GENERAL TERMS OF SALE GRAUCHEM SP. Z O.O.

§ 1 GENERAL PROVISIONS

1. These General Terms of Sale, hereinafter referred to as "GTS", are general terms of contracts within the meaning of art. 384 § 1 of the Civil Code and constitute an integral part of all Agreements concluded by GRAUCHEM Sp. z o. o. with its seat in Oświęcim with the Buyers.
2. The provisions of the GTS may be changed or excluded from application in whole or in part only through a written Agreement concluded by GRAUCHEM with the Buyer. The written form of such an Agreement shall be null and void.
3. Withdrawal from the application of strictly defined provisions of the GTS, as well as their amendment, is binding only and exclusively with regard to a specific Agreement and in no case may be treated by the Buyer as made in relation to subsequent Agreements concluded with GRAUCHEM Sp. z o. o.
4. The GTS are in the form of a pdf file and are placed on the GRAUCHEM website - www.grauchem.eu, from where the Buyer can access them at any time.
5. GRAUCHEM's delivery of the GTS to the Buyer takes place by sending him, along with the Offer, the content of the GTS in the form of a pdf file or by providing the address of the website where the GTS is located. GRAUCHEM's delivery to the Buyer of the GTS at the first Offer accepted by the Buyer shall also be effective for subsequent Agreements with the Buyer, however, if the content of the GTS has changed, then when submitting the next Offer, GRAUCHEM will deliver the new GTS to the Buyer.
6. Failure by the Buyer to read the content of the GTS shall not constitute grounds for avoiding liability for breach of its provisions.
7. The Buyer agrees that the application of the GTS takes precedence over the general terms of purchase, regulations or other contractual patterns used by the Buyer.
8. Catalog prices, qualitative and quantitative parameters of the Goods distributed by GRAUCHEM do not constitute an offer within the meaning of the Civil Code.

§ 2 DEFINITIONS

For the purposes of the GTS, the following terms used in its content are defined:

- 1) GRAUCHEM - a company under the name GRAUCHEM Sp. z o. o. with its seat in Oświęcim at ul. Maksymiliana Marii Kolbego 13, 32-600 Oświęcim, entered into the Register of Entrepreneurs of the National Court Register under the number KRS 588127, with a share capital of PLN 50,000.00, NIP 5492442716, REGON: 363086635, whose registration files are kept at the District Court for Kraków - Śródmieście in Kraków, XI Commercial Division of the National Court Register;
- 2) Buyer - a domestic or foreign entity (in particular a natural person, a legal person or an organizational unit that is not a legal person, the provisions of which grant legal capacity), conducting business or professional activity on its own behalf, making the purchase Goods from GRAUCHEM as part of the business;
- 3) Party - Buyer or GRAUCHEM;
- 4) Goods - goods / material goods constituting the subject of the Agreement;
- 5) Agreement - a contract for the sale of the Goods concluded by the Parties in which GRAUCHEM is the seller;
- 6) Working days - days from Monday to Friday, excluding public holidays;
- 7) Written form - the form of submitting a declaration of will specified in art. 78 of the Civil Code, i.e. submitting a handwritten signature on a document containing the content of the declaration of will;
- 8) Individual Entrepreneur - a Buyer who is a natural person concluding an Agreement related directly to his business activity, if the content of this Agreement indicates that

- they do not have a professional nature, resulting in particular from the subject of their economic activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity;
- 9) Force majeure - any event that does not depend on GRAUCHEM, is beyond its control and ability to influence. For the avoidance of doubt, Force Majeure includes in particular:
 - (i) acts of war, war, civil war, riots, revolutions, acts of piracy, robbery or sabotage;
 - (ii) natural disasters such as particularly severe storms, hurricanes, cyclones, earthquakes, lightning discharges, floods;
 - (iii) explosions, fires, construction disasters of machines, plants or production installations of the Parties or GRAUCHEM's suppliers, as well as other accidents or events related to these installations, installations on the premises of GRAUCHEM's plant or production plant or GRAUCHEM's suppliers or their infrastructure, including transmission and storage facilities and reloading;
 - (iv) boycotts, strikes, lockouts, occupations of buildings or installations;
 - (v) actions (or omissions) of the authorities, taken both in accordance with and against the provisions of law
 - (vi) any changes to applicable provisions of both national and international law, which may affect the implementation of the Agreements,
 - (vii) epidemics, epidemiological emergency and related restrictions, including lockdown;
 - (viii) staff shortages in GRAUCHEM caused by the disease of GRAUCHEM employees or the obligation to quarantine or isolate resulting from a pandemic, epidemic or epidemiological emergency, including those related to the Covid-19 disease;
 - 10) Request for quotation - an inquiry addressed by the Buyer to GRAUCHEM, in which the Buyer expresses his will to purchase certain Goods from GRAUCHEM;
 - 11) Offer - an offer addressed by GRAUCHEM to the Buyer in response to the Inquiry received from him, specifying in particular the type of Goods, quantity and price;
 - 12) Offer acceptance - a declaration of acceptance of the Offer received from GRAUCHEM by the Buyer towards GRAUCHEM;
 - 13) GDPR - Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (general regulation on the protection of data);
 - 14) Civil Code – the Act of 23rd April 1964 Civil Code (i.e. Journal of Laws of 2020, item 1740, as amended).

§ 3 ORDERS AND DELIVERY

1. The Buyer submits an Inquiry in writing, by e-mail or by phone. If GRAUCHEM determines that the Inquiry does not contain all the data necessary to prepare the Offer or if any other doubts arise on the part of GRAUCHEM resulting in the inability to prepare the Offer, GRAUCHEM will contact the Buyer in writing or by means of by e-mail to complete the Inquiry.
2. Within 2 Business Days of receiving a complete Inquiry, GRAUCHEM in writing or by e-mail sends the Buyer an Offer constituting a response to the Inquiry received from the Buyer.
3. GRAUCHEM's failure to respond to the Inquiry for Offer received from the Buyer shall not give rise to any obligations on the part of GRAUCHEM, in particular, it shall not result in the conclusion of the Agreement.
4. The Buyer Accepts the Offer within 2 Business Days. The Offer is accepted by e-mail or in writing. Failure to respond to the Offer within the time limit specified in the first sentence shall constitute non-acceptance of the Offer.
5. The offer may only be accepted directly, without the possibility of unilateral changes by the Buyer. Reservation of changes to the content of the Offer by the Buyer, in case of doubt, shall be deemed a new Inquiry.

6. The Agreement is concluded upon receipt of the Offer Acceptance by GRAUCHEM or upon signing the Agreement concluded in Written Form.
7. The provisions of Art. 66¹, 68¹ and 68² of the Civil Code shall not apply.
8. The Buyer declares that the person submitting the Inquiry or accepting the Offer has the right to represent the Buyer, otherwise the Buyer bears negative consequences resulting therefrom.
9. With the first Acceptance of the Offer, the Buyer is obliged to attach the following documents:
 - Buyer who is a natural person running a business: current excerpt from CEDIG (not older than 1 month), certificate of assignment of NIP (tak ID no.) and REGON numbers;
 - Buyers operating in the form of a civil law partnership: a current copy of all partners from CEDIG (not older than 1 month), certificate of assignment of NIP and REGON numbers;
 - Buyers operating in the form of a commercial law company: current excerpt from the National Court Register (not older than 1 month, certificate of assignment of NIP and REGON numbers;
 - Buyer who is a housing association: resolution on the appointment of the management board, written consent of the management board to conclude a contract for the purchase of GRAUCHEM products;
 - Buyer who is another entity without legal personality: an excerpt from the relevant register (not older than 1 month), a certificate of assigning the NIP and REGON numbers and a document confirming the manner of representing the entity;
10. Inquiries and Approvals of offers are accepted by GRAUCHEM on Business Days between 7.00 - 15.00.
11. If the Offer Acceptance is received by GRAUCHEM after 10.30 am, the deadline for the execution of the order covered by the Offer starts to run only on the next Business Day.
12. After GRAUCHEM has received the Offer Acceptance, the order covered by the Offer may not be canceled by the Buyer.
13. GRAUCHEM undertakes to perform the Agreement on time. GRAUCHEM shall not be liable for delays in the performance of the Agreement, including the delivery of the Goods to the Buyer, resulting from reasons attributable to the Buyer or Force Majeure, as well as resulting from actions or omissions of third parties (i.e. persons other than employees and members of authority of GRAUCHEM), with the help of which GRAUCHEM performs its duties, in particular shipping and courier companies. Thus, liability under the terms of Art. 474 of the Civil Code is excluded.
14. If the non-performance or improper performance of the Agreement by GRAUCHEM was due to Force Majeure or for reasons attributable to the Buyer, the Buyer shall not be entitled to any claims for non-performance or improper performance of the Agreement by GRAUCHEM.

§ 4 TRANSPORT

1. The rules of transport, including the amount of transport costs, are specified each time in the Offer.
2. The logistic minimum at the expense of GRAUCHEM applies to a full-pallet order.
3. For Goods below 900 kg, a courier transport fee is charged. Information about the cost of shipping is presented to the Buyer in the Offer.
4. Orders for full truck loads (24 tons) are processed as standard within 4 Business Days from the date of receipt of the Offer Acceptance by GRAUCHEM, subject to § 3 par. 10 and 11 of the GTS and § 6 par. 3 GTS.
5. In the event that GRAUCHEM provides the transport of the Goods, the Goods are released at the place indicated by the Buyer, while the unloading activities are provided by the Buyer at his own expense and risk.
6. If the Buyer, at the stage of the Agreement implementation, specifies a different place of delivery of the Goods than previously indicated in the Inquiry, Agreement or the accepted Offer, this fact must be confirmed by GRAUCHEM each time. No confirmation of receipt of the change of place of delivery by

- GRAUCHEM deprives the Buyer of any claims against GRAUCHEM for the delivery of the Goods to the originally indicated place of delivery. +
7. Collection of the Goods by the Buyer by his own means of transport is possible only after arranging the collection date with GRAUCHEM. If the Goods are collected by the Buyer's own transport, the Goods are released provided that the relevant receiving documents are signed. Upon completion of the loading activities by GRAUCHEM, the Buyer shall be liable for the risk of damage or loss of the Goods.
 8. The receipt of the Goods by the Buyer with his own transport may take place if a person who has been authorized by the Buyer to collect the Goods in Written Form or for which the Buyer previously provided GRAUCHEM by e-mail with information about the authorization to collect the Goods, indicating at least the following data: name and surname and registration number of the vehicle which is at the disposal of that person.
 9. GRAUCHEM may refuse to load if the Buyer reports to collect the Goods on a date other than previously agreed with GRAUCHEM, as well as in the event that the person receiving the Goods on behalf of the Buyer does not present an authorization in writing to do so and for which GRAUCHEM has not received e-mail information described in paragraph 8. Appearance for the receipt of the Goods by a person who does not have an authorization in the Written Form to collect the Goods or for whom GRAUCHEM has not provided the data referred to in paragraph 8 will be treated as the Buyer's failure to appear to collect the Goods on time.
 10. In the event that GRAUCHEM provides transport of the Goods, the carrier has the right to refuse to travel to the place of unloading, if there is a risk of damage to the Goods or the means of transport. In such a situation, the carrier may demand from the Buyer a written declaration of assuming full legal and material liability for any damage caused by the carrier or for damage to the Goods transported. In the event of the Buyer's refusal to submit the declaration referred to in the preceding sentence:
 - a. The Buyer is obliged to collect the Goods from GRAUCHEM's seat at his own expense and risk within the time limit agreed by the Parties;
 - b. it is considered that the Goods have not been delivered by GRAUCHEM for reasons attributable to the Buyer, and the Buyer covers the costs of unsuccessful delivery of the Goods;
 - c. The Buyer is not entitled to any claims against GRAUCHEM for improper performance of the Agreement, because the Agreement is considered duly performed by GRAUCHEM;
 11. In the event of the Buyer's delay in collecting the Goods, the Buyer shall pay GRAUCHEM a contractual penalty of 1% of the gross value of the unclaimed Goods for each day of delay in collection. GRAUCHEM reserves the right to claim damages in excess of the amount of the reserved contractual penalty on general terms.
 12. GRAUCHEM is entitled to charge a contractual penalty referred to in par.10 also in a situation where the Goods were not picked up on the agreed date, because the Goods were picked up by a person who did not have a written authorization to collect the Goods on behalf of the Buyer and for whom GRAUCHEM was not provided an e-mail with the information referred to in paragraph 8 or when the Buyer refused to make the declaration referred to in par.10, as a result of which the Goods were refused to the Buyer.
 13. In the event of a delay in collecting the Goods exceeding 2 weeks, GRAUCHEM has the right to withdraw from the Agreement within two months from the agreed date of receipt. Withdrawal from the contract does not deprive GRAUCHEM of the right to charge the Buyer with a contractual penalty referred to in paragraph 11 nor the right to claim compensation on general terms.

§ 5 RETURN OF PACKAGING

1. The Buyer is obliged to return the non-deteriorated reusable packaging to GRAUCHEM within 180 days from the date of receipt of the Goods. The goods are issued after a deposit defined

in the WKA (the document of issuing the deposit). On the date specified in the WKA document as *Deposit return date*, the Buyer is obliged to return the packaging or pay to GRAUCHEM the amount of the deposit resulting from this document.

2. The obligation to pay the deposit referred to in paragraph 1 arises if:
 - a. The buyer will not return the packaging within the time limit referred to in paragraph 1 indicated on the WKA document;
 - b. The buyer will return the packaging within the time limit referred to in paragraph 1, but in a deteriorated condition, about which GRAUCHEM will inform the Buyer by e-mail by sending documentation confirming the condition of the packaging.
3. The buyer is obliged to pay the deposit in the cases referred to in paragraph 2 at the latest on the date specified on the WKA document as item *Deadline for returning the deposit*, without a separate request.
4. In the case of returning the packaging in a non-deteriorated condition, the Buyer will receive a WKK document (a deposit correction document) confirming the cancellation of the obligation to pay the deposit, due to the return of the packaging in a non-deteriorated condition.
5. To the extent not regulated in this paragraph, the provisions of the Civil Code regarding contractual penalties shall apply accordingly to the deposit. GRAUCHEM reserves the right to claim compensation in excess of the amount of the deposit on general terms.

§ 6 INVOICES, RECEIVABLES, TRADE LIMITS

1. The payment for completing the Agreement will be made on the basis of a VAT invoice issued to the Buyer by GRAUCHEM, to the bank account and on the date specified in the invoice.
2. The payment day is the day the Seller's bank account is credited. A delay in the payment of receivables entitles GRAUCHEM to charge statutory interest for delay in commercial transactions from the date of payment indicated on the VAT invoice. In the event of a delay in the payment of the amount due by the Buyer, GRAUCHEM is entitled to suspend the performance of the Agreement without being liable for improper performance of the Agreement.
3. From the Buyer who purchases the Goods from GRAUCHEM for the first time, GRAUCHEM may request payment for the Goods covered by the Inquiry in advance, on the basis of a PRO FORMA invoice. In the situation described in the first sentence, the deadline for the performance of the Agreement starts to run only from the date the amount due is credited to GRAUCHEM's bank account. In the event of non-payment within the time limit indicated on the PRO FORMA invoice, the Agreement shall be deemed not concluded.
4. GRAUCHEM may, at its discretion, grant the Buyer a debt limit up to which the Buyer may purchase the Goods on a deferred payment basis. At the request of the Buyer, GRAUCHEM will inform him about the current level of the debt limit. GRAUCHEM may make the granting of a limit to the Buyer dependent on the fulfillment of certain conditions, in particular the establishment of certain securities. GRAUCHEM is solely responsible for granting, changing or canceling \ the debt limit;
5. In justified cases, in particular in the event of concerns about the Buyer's financial situation caused by such events as, among others, Buyer's insolvency, filing a bankruptcy petition or initiation of any restructuring proceedings against the Buyer, opening of the Buyer's liquidation proceedings, delay in payment for a period longer than 30 days, lowering the Buyer's financial credibility, loss of insurance for receivables from the Buyer, GRAUCHEM may lower or cancel the limit debt. The reduction or cancellation of the limit may take place at any stage of the performance of the Agreement, but it will not affect the payment terms of invoices already issued.
6. The Buyer may not make deductions or any trade in receivables that may arise and will be due to GRAUCHEM, until the Buyer obtains GRAUCHEM's consent in this respect in Written Form, otherwise null and void.

§ 7 COMPLAINTS

1. Before signing the delivery documents in the presence of the carrier, the Buyer is obliged to check the compliance of the delivered quantity of the Goods with the Agreement / the accepted Offer.
2. Discrepancies regarding the quantity of the delivered Goods should be reported upon receipt of the Goods and disclosed in the delivery documents signed - depending on the method of delivery of the Goods - by the person authorized to act on behalf of the carrier or on behalf of GRAUCHEM and the person authorized to act on behalf of the Buyer.
3. The Buyer is obliged to report the quality defects of the Goods that can be found upon receipt upon receipt of the Goods. For this purpose, a signed protocol will be prepared - depending on the method of delivery of the Goods - by a person acting on behalf of the carrier or GRAUCHEM and a person acting on behalf of the Buyer. In order to facilitate the complaint procedure, a photographic documentation of the defects should be prepared.
4. Hidden quality defects of the Goods should be reported within 3 days from the detection of the defect, but not later than within the expiry date of the Goods.
5. Signing of the delivery documents by the Buyer (bill of lading, WZ form - release from the warehouse document) without additional annotation or without drawing up a separate defect report - is GRAUCHEM's proof of accepting the Goods without any reservations regarding the quantity and quality of the Goods in terms of visible characteristics of the Goods.
6. GRAUCHEM is not responsible for defects caused by improper unloading, storage, movement and use of the Goods by the Buyer. GRAUCHEM has the right to withhold the realization of Buyer's complaint claims against it until the Buyer settles all overdue financial obligations towards GRAUCHEM.
7. Complaints should be submitted in writing or by e-mail, and it is recommended to use the Complaint application form available on the website www.grauchem.eu. For the purposes of the complaint procedure, the Buyer should secure the Goods which are the subject of the complaint and the purchase documentation.
8. GRAUCHEM is obliged to consider the complaint and notify the claimant about the method of considering the complaint within 14 days from the date of receipt of the complaint, unless due to the nature of the defect it is impossible to meet this deadline, then within this period GRAUCHEM will inform the Buyer about the date on which the complaint will be recognized and about the reasons for extending this period.
9. The complaint procedure is suspended if the complaint is incomplete. GRAUCHEM shall immediately notify the Buyer about the fact and reasons for suspending the complaint procedure. The Buyer is obliged to complete the complaint within 3 Business Days from the date of receipt of the notification. Failure to complete the complaint within this period is treated as its withdrawal.
10. GRAUCHEM may request the Buyer to provide samples of the Goods which are complained about. The complaint procedure is suspended for the period of waiting for the delivery of samples. The Buyer is obliged to deliver the samples immediately, no later than within 7 Business Days of receiving the request from GRAUCHEM. The Buyer bears the costs of collecting and delivering the samples. GRAUCHEM may request that the samples be taken in the presence of GRAUCHEM's representative, then the Parties shall agree on a convenient date of sampling, in compliance with the provisions of this paragraph.
11. If the complaint is accepted, GRAUCHEM will, at its own discretion:
 - a) replace the Product with a product free from defects; or
 - b) reduce the price of the Goods due to the defect, to the extent that the value of the Goods with the defect remains to the value of the Goods without the defect.
12. Filing a complaint does not release the Buyer from the obligation to pay for the Goods. If the complaint is accepted and the price of the Goods is reduced due to a defect, the relevant part of the price paid by the Buyer will be returned to the Buyer on the basis of a correcting invoice immediately after the Buyer confirms its receipt.
13. The claims and procedures described in this section cover the entire liability

- GRAUCHEM under the Agreement, in particular, the seller's liability resulting from generally applicable law is excluded, i.e. GRAUCHEM under the warranty for defects in the Goods.
14. Failure to comply with the complaint procedure described in this paragraph will result in failure to accept the complaint, in particular GRAUCHEM will not accept the complaint, if:
 - a. it will be reported in breach of the deadline referred to in paragraph 4;
 - b. it will apply to quantitative defects or visible features of the Goods not reported upon receipt of the Goods;
 - c. The Buyer has not secured the Goods in a way that makes it possible to establish the existence of the defect and the reasons for its occurrence;
 - d. The Buyer did not provide samples allowing to determine the existence of the defect and the reasons for its occurrence;
 - e. The Buyer refused GRAUCHEM's representative to participate in the collection of samples, despite GRAUCHEM's request to do so.
 15. For Agreements concluded from January 1, 2021, the provisions of this paragraph and other provisions of the GTS, which may be considered illegal contractual provisions within the meaning of Art. 385¹ § 1 of the Civil Code, do not apply to individual entrepreneurs.

§ 8 FINAL PROVISIONS

1. In the event of any discrepancy between the content of the GTS and the provisions contained in a written contract with the Buyer, the provisions of the written contract shall apply first.
2. The Buyer is obliged to notify GRAUCHEM in writing each time about the change of the registered office or place and address for the delivery of correspondence. Failure to notify means that the correspondence sent to the previously indicated address is considered successfully delivered. Correspondence sent by registered letter by GRAUCHEM and not collected by the Buyer shall be deemed delivered to the Buyer on the day on which he refused to accept the parcel or within 14 days from the date of the first notification.
3. The GTS are drawn up in two language versions - Polish and English. In the event of any interpretation discrepancies between these language versions, the Polish language version of the GTS is binding.
4. GTS, Inquiry, Offer, Offer Acceptance and Agreement are subject to Polish law and should be interpreted in accordance with it. In matters not covered by the Agreement and the GTS, the provisions of the Civil Code shall apply.
5. Any disputes arising from the GTS, Inquiry, Offer, Offer Acceptance and Agreement, related in particular to the conclusion of the Agreement, non-performance, improper performance, expiry or annulment, will be settled by the Polish common court having local jurisdiction over the seat of GRAUCHEM.
6. If one or more provisions of the Agreement or the GTS turns out to be invalid, ineffective or unenforceable to any extent and for any reason, this shall not affect the remaining provisions of the Agreement or the GTS and the Parties will replace this provision with another valid, effective and enforceable provision that will best suit the purpose of the original resolutions.
7. The GTS enter into force on March 1, 2022.

§9 PROCESSING OF PERSONAL DATA

1. The administrator of the personal data of the Buyers, their representatives and employees participating in the implementation of the Agreement is GRAUCHEM (hereinafter referred to as the Administrator).
2. In all matters related to the processing of personal data, you can contact the Administrator in the following way:

- a) at the phone number +48 33 400 04 41,
 - b) at the e-mail address biuro@grauchem.eu,
 - c) by letter to the following address: ul. Maksymiliana Marii Kolbego 13, 32-600 Oświęcim,
 - d) using the contact form on the Administrator's website in the contact tab.
3. Buyers' personal data are processed in accordance with generally applicable law, in particular in accordance with the GDPR and the Act of May 10, 2018 on the protection of personal data.
 4. The administrator exercises due diligence to protect the interests of data subjects, and in particular ensures that the data collected by him are processed in accordance with the law; is collected for specified, lawful purposes and not subjected to further processing inconsistent with these purposes; factually correct and adequate in relation to the purposes for which they are processed and stored in a form that allows the identification of persons to whom they relate, no longer than it is necessary to achieve the purpose of processing.
 5. Each time the purpose, scope, recipients of data processed by the Administrator, as well as the processing period result from the actions taken by the Buyer.
 6. The administrator collects and processes personal data for the following purposes:
 - a. taking actions by the Administrator at the request of the Buyer before concluding the Agreement, consisting in verifying the correctness of the submitted Inquiry and the possibility of its implementation by the Administrator, preparation of the Offer - in this respect, the basis for processing is art. 6 par. 1 let. b GDPR;
 - b. conclusion and performance of the Agreement - in this respect, the basis for processing is Art. 6 par. 1 let. b of the GDPR.
 - c. considering notifications, claims and complaints - in this respect, the basis for processing is Art. 6 par. 1 let. c GDPR;
 - d. pursuing claims related to concluded Agreements - in this respect, the basis for processing is Art. 6 par. 1 let. f GDPR, where the Administrator's legitimate purpose is to recover the amounts due;
 - e. fulfillment of legal obligations incumbent on the Administrator, in particular those resulting from the provisions of the tax law and the Accounting Act - in this respect, the legal basis for processing is art. 6 par. 1 let. c GDPR.
 7. Provision of personal data to the Administrator by the Buyer, including: name and surname of the Buyer or the person representing him (representative / board member / employee), registered office address, e-mail, telephone number, tax identification number the entrepreneur's company is voluntary, but the refusal to provide this data as data necessary for the performance of the Agreement may prevent cooperation between the Buyer and the Administrator.
 8. Provision of data by the Buyer other than those mentioned in paragraph 7 is voluntary, and their processing may only take place on the basis of the prior consent of the Buyer. The legal basis for the processing of this type of personal data is Art. 6 par.1 let. a GDPR.
 9. Personal data is processed for the time necessary to achieve the purposes for which they were collected, in particular for the period of analyzing the order placed by the Buyer before concluding the Agreement; w in the event of the conclusion of the Agreement, personal data will be processed for the duration of the contract, and after this period, until the expiry of the limitation period for any claims arising from generally applicable law, in particular civil law, or until the Administrator completes the investigation or defense of claims; data contained in the books and related billing documents, including accounting documents, will be processed for the period required by the provisions of the Accounting Act and tax law; and the data obtained on the basis of the Buyer's voluntary consent will be processed until it is withdrawn.
 10. The administrator cares about the security and confidentiality of personal data. However, due to the need to ensure an appropriate organization in the field of IT infrastructure and in the scope of matters relating to the activities of the Administrator's enterprise, the personal data collected by him may be

transferred to entities supporting the Administrator in the activities carried out at his request, in particular:

- a. IT service providers;
 - b. legal service providers supporting the Administrator in pursuing due claims (legal office);
 - c. entities providing accounting services (accounting office);
 - d. entities involved in the transport of goods, in particular courier companies.
11. The entities referred to in paragraph 10, process personal data on the basis of an agreement to entrust data processing concluded with the Administrator and only in accordance with the guidelines obtained from the Administrator.
12. Personal data will not be transferred to third countries or international organizations.
13. Each Buyer is entitled to:
- a. the right to request access to their personal data,
 - b. the right to rectify, delete and limit the processing of his data;
 - c. Right to data portability
 - d. right to object
 - e. right to withdraw consent to the processing of personal data at any time, if the basis for the processing of the Buyer's data is his consent, while the withdrawal does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal.
14. The buyer may use the rights described in paragraph 13 by sending a message to the Administrator by traditional mail, e-mail or by phone to the contact details described in paragraph 2 of this paragraph.
15. In addition to the rights referred to above, the Buyer has the right to lodge a complaint with the President of the Office for Personal Data Protection, if the Buyer considers that the processing of personal data concerning him violates the provisions on the protection of personal data, including the provisions of the GDPR.
16. Personal data may be processed by the Administrator in an automated manner, however, it will not be profiled or subjected to the process of automated decision making.