

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

Cynel-Unipress Sp. z o.o.

§ 1. General Provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as "**GTCS**") define the rules for concluding and performing contracts for the sale and delivery of goods, as well as services offered by **Cynel-Unipress Sp. z o.o.** with its registered office in Warsaw, entered into the Register of Entrepreneurs of the National Court Register under KRS number: 0000127570, VAT Id: PL1130003434, REGON: 001093392 (hereinafter referred to as the "**Seller**"), to any entities making purchases for purposes related to their business activity (hereinafter referred to as the "**Buyer**").
2. These GTCS constitute an integral part of every contract of sale, delivery, and offers executed by Cynel-Unipress Sp. z o.o. for business entities (B2B).
3. The application of these terms and conditions excludes the use of the Buyer's standard contractual templates (General Terms of Purchase – GTP), unless Cynel-Unipress Sp. z o.o. expressly agrees thereto in writing.
4. Any arrangements deviating from the provisions of these GTCS require written form for their validity, under pain of nullity.

§ 2. Conclusion of Contract and Execution of Orders

1. A contract of sale, delivery, or provision of services is concluded upon the Seller's written or electronic (e-mail) confirmation of the acceptance of the order. Requests for quotation (RFQs) and price offers submitted by the Seller do not constitute a binding obligation to conclude a contract, but merely an invitation to submit orders.
2. The Buyer bears full responsibility for the correctness and completeness of the data provided in the order (technical specifications, quantities, delivery addresses).
3. Delivery dates specified in the order confirmation are estimates. The Seller shall not be liable for delays resulting from force majeure or causes attributable to the carrier or sub-suppliers.
4. Any modifications to already confirmed orders or concluded contracts require written form under pain of nullity (in accordance with § 1 section 4).

§ 3. Prices and Payment Terms

1. All prices provided by the Seller are net prices and will be increased by the applicable goods and services tax (VAT) in accordance with the regulations in force. Costs of transport, insurance, and packaging are invoiced separately, unless the parties have agreed otherwise.

2. Payment for goods and services shall be made within the deadline indicated on the VAT invoice, calculated from the date of its issuance, to the Seller's bank account.
3. The date of payment shall be deemed the date on which the Seller's bank account is credited with the full amount due.
4. In the event of a delay in payment, the Seller is entitled to charge statutory interest for delays in commercial transactions and to suspend further deliveries of goods or the provision of services to the Buyer.

§ 4. Retention of Title

1. **The Seller retains ownership of the sold and delivered Goods until the price is paid in full by the Buyer** (in accordance with Article 589 of the Polish Civil Code). The transfer of ownership to the Buyer takes place under the condition precedent of full payment of the price (in accordance with Article 89 of the Polish Civil Code).
2. Until full payment for the Goods, the Buyer is obliged to:
 - Store the Goods in a manner that allows for their easy identification as the property of the Seller.
 - Refrain from encumbering the Goods with any third-party rights (e.g., pledge, transfer of title for collateral purposes).
 - Immediately inform the Seller of any seizure of the Goods by enforcement authorities or any claims made by third parties.
3. In the event of a delay in payment of the price by the Buyer exceeding 14 days, the Seller has the right – without prejudice to other rights vested in it – to demand the immediate return of the Goods at the cost and risk of the Buyer. In such a case, the Buyer is obliged to hand over the Goods upon the Seller's first demand.
4. Processing or combining the Goods with other items prior to full payment of the price does not extinguish the retention of title. In such a case, the newly created item becomes the co-ownership of the Seller up to the value of the delivered Goods.

§ 5. Delivery, Performance, and Transfer of Risk

1. Delivery of Goods or performance of services is carried out on the terms specified in the offer or order confirmation.
2. The risk of accidental loss, damage, or deterioration of the quality of the Goods passes to the Buyer upon handing over the Goods to the Buyer, its authorized representative, or the carrier (courier) executing the transport.
3. The Buyer is obliged to inspect the shipment at the time of receipt. Any visible damage or quantitative shortages must be recorded in a damage report drawn up in the presence of the carrier.

§ 6. Statutory Warranty and Guarantee

1. The Seller's liability under the statutory warranty (PL: rękojmia) for physical and legal defects of the Goods and performed services is excluded (in accordance with Article 558 § 1 of the Polish Civil Code), unless the parties decide otherwise in a separate written contract.
2. Any contractual guarantee (PL: gwarancja) for the Goods or services is granted solely on the basis of a separate guarantee document or an express statement of the Seller in the offer or order confirmation.

§ 7. Limitation of Liability

1. The Seller's liability for damages under any title related to the conclusion, performance, or non-performance of the contract of sale, delivery, or provision of services (including contractual and tort liability) is limited to the actual damage (damnum emergens) suffered by the Buyer.
2. Under no circumstances shall the Seller be liable for lost profits (lucrum cessans), indirect or consequential damages, production losses, or loss of commercial reputation of the Buyer or third parties.
3. The total liability for damages of the Seller towards the Buyer under all legal titles is limited and cannot exceed the net value of the Goods or services to which the event causing the damage related.
4. The limitations of liability referred to in this paragraph do not apply to damages caused by the Seller due to willful misconduct (PL: wina umyślna).

§ 8. Final Provisions

1. In matters not regulated by these GTCS, the provisions of the Polish Civil Code and other applicable provisions of Polish law shall apply.
2. Any disputes arising from the execution of contracts of sale, deliveries, services, or offers based on these GTCS shall be resolved amicably, and in the absence of an agreement – by the common court having local jurisdiction over the **registered office of the Seller**.
3. If individual provisions of these GTCS prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions.
4. These GTCS come into force on May 20th, 2026.