

# General Terms and Conditions of Sale

## General Terms and Conditions of Sale as of 11 July 2025

### 1. General information

1.1. These General Terms and Conditions of Sale shall apply to all contracts for the sale of goods and services concluded by BerlinerLuft. Technik Sp. z o.o., entered in the register of entrepreneurs of the National Court Register kept by the District Court in Koszalin, the Commercial Register, under number 0000379996, with its registered office at the address: Białogard, ul. Chocimska 13 (correspondence address: ul. Lniana 13, 75-213 Koszalin), NIP 672-20-67-353, with counterparties concluding such contracts for the purpose directly related to their business activities, except for consumers – natural persons not conducting any business activity within the meaning of the applicable provisions of Polish law.

1.2 The contracting parties may exclude the application of these General Terms and Conditions of Sale by an express stipulation in writing. If the contract contains any provisions varying from those of the General Terms and Conditions of Sale, the contractual standards shall prevail.

1.3. All stages of the legal transactions involving the order placement and execution procedure shall be governed solely by the following General Terms and Conditions of Sale. The General Terms and Conditions of Sale shall become binding on the Customer if they are presented to them prior to the conclusion of the contract. These General Terms and Conditions of Sale are posted on the website: [www.berlinerluft.pl](http://www.berlinerluft.pl) and sent electronically in a version that allows the Customer to print and keep them for future reference, together with the offer referred to in clause 2.2(2).

1.4. Any Customer's Terms and Conditions of Purchase that are inconsistent with these General Terms and Conditions of Sale shall not be considered an integral part of the contract, even if BerlinerLuft. Technik fails to make an explicit statement of their rejection.

1.5. Any agreements between BerlinerLuft. Technik and the Customer regarding the execution of the order shall be binding only if concluded in writing.

The form of an electronic message sent from or to the official addresses of the Parties, signed with their full names by their representatives and containing information about their job titles, shall be equivalent to the written form.

### 2. Conclusion of the contract

2.1. Advertising and marketing information submitted to third parties, regardless of its form, shall not be an offer within the meaning of the Civil Code, unless the BerlinerLuft. Technik clearly marks it as a binding offer.



Nationalgerichtsregister-Nr.  
0000 379 996  
Amtsgericht in Koszalin  
IX Wirtschaftsabteilung

Steueridentnummer NIP  
**672-20-67-353**  
REGON: 320967361  
Stammkapital: 100.000,-PLN

**Vorstand:**  
Jorge Guimet  
Michael Nagl  
Jan Pomplun

**Bankkonten:**  
Bank PEKAO S.A. II O./Koszalin  
PLN Nr.: 64 1240 1428 1111 0010 3959 7330  
EUR Nr.: PL 97 1240 1428 1978 0010 4266 7280  
SWIFT: PKOPPLPW

2.2. The contract between BerlinerLuft. Technik and the Customer shall be concluded as follows:

1. the Customer submits an inquiry about the availability and price of products or services identified by the Customer in terms of their type and quantity; such inquiry may be made in writing, by telephone or verbally (by telephone); such inquiry is in no way binding on either Party;
2. BerlinerLuft. Technik prepares an offer, containing the price, terms of payment and the date of order execution with an attachment containing these Terms and Conditions of Sale and information about the period during which the offer remains binding; such an offer may be submitted in writing or by telephone;
3. an order is placed by the Customer by accepting the offer, as formulated by BerlinerLuft. Technik; a statement of acceptance of the offer may be submitted in writing or by telephone;
4. if the Customer does not accept the offer within the specified period or rejects it within that period, in the form referred to in the preceding sub-clause, the offer ceases to be binding; the Customer should then make another inquiry if the Customer happens to be again interested in concluding a contract;
5. if the Customer responds to the offer, but makes any changes or additions, even not significantly changing its content, the offer shall be considered rejected.

### **3. Documentation**

3.1. BerlinerLuft. Technik Sp. z o.o. reserves the right of ownership of and copyrights to any cost estimates, drawings and other documents (hereinafter referred to as documentation), without any limitation. Documentation shall be made available to third parties solely with the consent of BerlinerLuft. Technik. If the order ceases to be binding, any previously obtained documentation must be returned to BerlinerLuft. Technik without delay.

3.2. As regards the use of the software available on the BerlinerLuft. Technik website, the Customer shall have the non-exclusive right to use the standard software on the agreed hardware. The Customer shall have the right to make a backup copy without the need to make specific arrangements.

### **4. Dates of completion of orders**

4.1. The date of completion of an order shall be agreed as binding only in the manner referred to in clause 2.2 of these General Terms and Conditions of Sale.

4.2. The period for completion of an order shall commence when the Customer places the order, i.e. accepts the offer in the manner specified in these Terms and Conditions of Sale, but not until after the Customer provides the necessary documentation, authorisations or permits, if required, and not until after the advance payment is received, provided that the Parties have agreed on such payment.

4.3. The period for completion of an order shall be deemed to have been met if a notification of the readiness to ship the goods ordered is sent or if such goods are shipped by BerlinerLuft. Technik

before its expiry. The period for completion of an order shall be extended if any force majeure events occur, affecting directly BerlinerLuft. Technik or its subcontractors and suppliers. The period for completion of an order shall be extended for the duration of such events.

4.4. BerlinerLuft. Technik shall be authorised to demand, prior to the completion of the order, that an advance payment is made or security is established. This requirement shall result from the content of the offer submitted by BerlinerLuft. Technik.

## **5. The passing of risk**

5.1. The risk shall pass on to the Customer when the goods ordered leave the manufacturing plant of BerlinerLuft. Technik, in whole or in part, as agreed.

If there are any mandatory acceptance activities, the time of acceptance shall be decisive for the passing of risk. In a situation where the goods cannot be shipped at all or cannot be shipped on time due to circumstances for which BerlinerLuft. Technik is not responsible, the risk shall pass on to the Customer at the time of notification of readiness for shipment or for acceptance activities.

## **6. Prices**

6.1. The goods or services ordered shall be delivered at the agreed price, and if such a price has not been agreed, at the prices valid as at the date of the offer, as per the price list of the BerlinerLuft. Technik submitted by e-mail to the customer concerned.

6.2. The agreed prices or those included in the price list of BerlinerLuft. Technik shall be quoted on a net basis, excluding the costs of loading, packaging, transport, insurance, additional documentation, customs duties and value added tax. The above costs shall be charged and listed separately.

6.3. The agreed prices shall apply only to a specific contract.

6.4. BerlinerLuft. Technik reserves the right to revise the "Price List" without the need to notify all Customers of this fact on each occasion. Changes to the Price List shall not apply to any contracts that have already been concluded. The current price list is made available individually by e-mail.

6.5. BerlinerLuft. Technik reserves the right to change the price quoted in the offer, even after its acceptance, in the event of a sudden increase in the prices of steel/aluminium of more than 10% in relation to the price of these materials as at the date of the offer. In this case, the price increase shall correspond to the percentage increase in the price of such materials.

## **7. Terms of payment. No set-off of claims**

7.1. Invoices shall be payable by the date specified in the offer, unless otherwise agreed in the contract. The Customer shall not be authorised to set off any claims arising from an invoice issued by BerlinerLuft. Technik, unless these have been awarded by final and valid court decisions. BerlinerLuft. Technik shall accept payments solely in the form of bank transfers to the account and in the manner stated in the invoice.

7.2. In the event of default on payment, BerlinerLuft. Technik shall have the right to charge interest

for delay at the maximum rate prescribed by the mandatory provisions of law. The claim for the payment of contractual interest shall not exclude the possibility of pursuing a claim for damages.

7.3. If the Parties have agreed on payment in instalments (e.g. by making an advance payment), then in the event of a delay in payment of more than 14 days, BerlinerLuft. Technik shall have the right to demand that the Customer pay the full price otherwise BerlinerLuft. Technik withdraws from the contract. In the event that, in the course of the contract, BerlinerLuft. Technik entertains reasonable doubts as to the solvency or creditworthiness of the Customer, BerlinerLuft. Technik shall have the right – notwithstanding other rights available to the company – to demand security or advance payments, even if they were not required when the contract was concluded, otherwise BerlinerLuft. Technik withdraws from the contract. In the cases referred to in this clause, BerlinerLuft. Technik may exercise the right to withdraw from the contract by submitting a written statement to this effect to the Customer, within 14 days from the expiry of the period for payment of the advance or the establishment of security.

## **8. Retention of title**

8.1. The goods delivered shall remain the property of BerlinerLuft. Technik until the amount stated in the invoice issued for such goods has been paid in full. The Customer shall be required to handle the subject of the contract with care until the price has been paid, and shall be liable to BerlinerLuft. Technik for its loss or destruction until that time.

## **9. Warranty and complaints**

9.1. BerlinerLuft. Technik shall provide a warranty as to the quality of the subject of the contract and shall agree to remove a physical defect of the item or deliver an item free from defects, provided that these defects appear within 12 months from the delivery of the item to the Customer.

9.2. The Customer shall be required to immediately notify BerlinerLuft. Technik in writing of any physical defects, no later than 14 days from the date the defect is discovered, otherwise warranty rights will no longer be available to the Customer. Requests should be sent to one of the following email addresses, depending on where the order is placed:

[reklamacja.bialogard@berlinerluft.pl](mailto:reklamacja.bialogard@berlinerluft.pl)  
[reklamacja.koszalin@berlinerluft.pl](mailto:reklamacja.koszalin@berlinerluft.pl)  
[reklamacja.niemodlin@berlinerluft.pl](mailto:reklamacja.niemodlin@berlinerluft.pl)

9.3. The Customer shall be required to enable BerlinerLuft. Technik to perform the warranty service (repair or replacement) at a proper time.

9.4. In each case, BerlinerLuft. Technik shall be authorised to make the choice regarding the removal of the defect or replacement of the subject of the contract with a new one.

9.5. The Customer shall not be authorised to pursue any warranty claims in the event of wear and tear or damage that occurred after the passing of risk to the Customer, damage resulting from incorrect or negligent handling of the goods, excessive load, inadequate auxiliary materials, defective construction works, inadequate mounting base or caused by specific external conditions, not covered by the contract, or in the event of non-reproducible software bugs. In addition, warranty

claims shall not include the effects of modifications or repair works carried out incorrectly by the Customer or third parties.

9.6. The Customer shall not be entitled to reimbursement of the expenditure necessary to carry out the warranty service, in particular the costs of transport, travel, labour or materials, unless the expenditure is justified by the standard warranty procedure.

9.7. Other claims for defects, including statutory warranty or compensation claims, for the actions of BerlinerLuft. Technik and third parties used by the Company during the execution of the order shall be excluded. The exclusion of liability for damages shall not apply to any situations where the damage has been caused intentionally.

## **10. Claims for damages and withdrawal from the contract**

10.1. If the order has not been completed, the Customer shall have the right to seek compensation, unless BerlinerLuft. Technik is not responsible for the failure to complete the order. The Customer's claim for damages in this respect shall be limited to 10% of the value of the part of the contract that has not been completed. The above regulation shall be without prejudice to the Customer's right to withdraw from the contract.

10.2. The Customer shall have the right to withdraw from the contract in the following cases:

1. the period for completion of the order has been exceeded by 14 business days;
2. it is impossible to complete the order in full compliance with the offer.

The Customer shall be required to submit a statement of withdrawal in writing within 7 days from the date on which the conditions for withdrawal from the contract occurred.

## **11. Miscellaneous**

11.1. The contract and the legal relations between the Parties shall be governed by Polish law. To the extent not covered by the General Terms and Conditions of Sale and the contract, the provisions of the Polish Civil Code and other mandatory provisions of Polish law shall apply.

11.2. The invalidity of specific provisions of the contract or these General Terms and Conditions of Sale or any lacunae in the contract or in these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions.