

## GENERAL TERMS AND CONDITIONS OF SALE

### VENT TRADE Sp. z o. o. with its registered office in Gdańsk in professional trade of (01.02.2022)

#### § 1.

##### GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (GTCS) are general terms and conditions of sale in the meaning of Art. 384 § 1 of the Polish Civil Code and constitute an integral part of each sales contract, hereinafter referred to as the "Contract", concluded between Vent Trade Sp. z o. o. with its registered office in Gdańsk (80-307) at ul. Abrahama 1A/2.01, entered into the Register of Entrepreneurs of the National Court Register, whose files are kept by the District Court Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000532087, hereinafter referred to as the "Seller", and other entities, hereinafter referred to as the "Buyer", with the Seller and the Buyer hereinafter jointly referred to as the "Parties". The term "Contract" also includes the Buyer's orders and commissions, confirmed by the Seller with the "Order Confirmation" document.
2. These GTCS do not apply to the sale of goods to consumers, within the meaning of art. 221 of the Polish Civil Code.
3. These GTCS are an integral part of each offer, price list and Contract, and starting cooperation constitutes acceptance of the GTCS by the Buyer. By placing an order, the Buyer confirms that he has read and accepts the GTCS.
4. The Seller provides the current GTCS on its website at [www.venttrade.eu](http://www.venttrade.eu)

#### § 2.

##### CONCLUSION OF THE CONTRACT

1. In order to purchase a product, the Buyer submits an order to the Seller in written or electronic based on an offer individually prepared for a given Buyer. An individual offer for the Buyer is a trade secret of the Seller. The prices quoted in the offer are net prices.
2. The purchase order should contain at least the Buyer's designation necessary to issue an invoice (including VAT/company number), name and surname of the Buyer's representative along with an indication of the representatives authorization to act on behalf of the Buyer, offer number, designation of the ordered goods (type and number of items), their price, required completion date, contact e-mail address, annotations about personal collection or place of delivery and a legible signature and seal of the Ordering Party.
3. The Seller (in writing, electronic) will confirm the acceptance or the refusal to accept the order, without giving a reason, within 7 working days from the date of placing the order by the Buyer.
4. The Contract is concluded when all the terms of the Contract are agreed upon between the Seller and the Buyer: the subject, its type and quantity, price, completion date, delivery terms as confirmed by Order Confirmation document.

5. In the event that the order indicates the terms of the Contract that are not accepted by the Seller, the Seller may:
  - a. include appropriate corrections to the terms of the Contract in the confirmation of acceptance of the order for execution, appropriately marking deviations from the content of the order - in this case, the Contract is considered concluded at the time of acceptance of the terms of the Contract resulting from the confirmation of acceptance of the order for execution;
  - b. contact the Buyer to determine the final terms of the Contract.
6. In the event of the Buyer's delays in payment of amounts due to the Seller, the Seller may refuse to accept a new order until the Buyer settles all amounts due.
7. Any changes made to the order by the Buyer are treated as a new order and require separate agreement of all relevant terms of the contract. If the Buyer makes changes to the order after it has been sent to the Seller for production, the Seller will charge the Buyer with the production costs incurred until the change of the order.
8. The Buyer is obliged to inform the Seller about any change of its data indicated in the Purchase Order.
9. All templates and advertising materials of the Seller are not binding and are for information purposes only, unless the Seller makes a different reservation in their content. The Seller reserves the right to change the above-mentioned documents, information, technical parameters and the set of goods itself.
10. Withdrawal by the Buyer of an order confirmed by the Seller is possible only in exceptional situations, after prior

agreement by the Parties of the conditions for withdrawing the confirmed order. Unless otherwise agreed by the Parties, in the event of withdrawal of a confirmed order by the Buyer, the Buyer is obliged to pay a contractual penalty in the amount of 3% (in words: three percent) of the value of remuneration for a given order. The Seller reserves the right to claim compensation from the Buyer in excess of the stipulated contractual penalty.

### § 3.

#### IMPLEMENTATION

1. Unless otherwise provided in the Contract, the Seller proceeds to execute the order as soon as the agreed price or its part is credited to the bank account.
2. The maximum waiting time for the execution of the order, counted from the date of fulfillment of the financial conditions of the order agreed between the Parties, is specified in the Contract.
3. The delivery date is automatically postponed by:
  - a. delays due to extraordinary events resulting from force majeure and due to events not caused by the fault of the Seller. In particular, the following events are considered force majeure: natural disasters, wars, social unrest, mobilization, transport shortages, strikes, lock-outs, torrential rains, downpours or other violent weather phenomena, epidemic situations and related orders, orders or prohibitions by public authorities, restrictions on the supply and consumption of electricity;
  - b. the Buyer's delay in providing the Seller with information or documents necessary to complete the order;

- c. enabling the delivery of a non-defective item in the event of damage to the item during transport, regardless of the cause of such damage.
4. In the cases referred to in point 3, the Seller shall immediately inform the Buyer about the new date of delivery of the item.
5. In the event of a delay resulting from force majeure and events that were not the fault of the Seller, the Seller is not responsible for failure to meet the delivery date and is entitled to withdraw from the Contract in whole or in part within 14 calendar days from the expiry of the deadline, without any compensation obligations towards the Buyer.

#### **§ 4.**

##### **DELIVERY, COMPLIANCE WITH THE CONTRACT AND TRANSFER OF RISK**

1. The delivery of the subject of the Contract takes place on the terms agreed between the Parties. The ordered subject of the Contract, in accordance with the content of the concluded Contract, will be delivered at the expense of the Seller or the Buyer, depending on the arrangements of the Parties, to the destination specified by the Buyer in the order, or will be collected by the Buyer at the Seller's place of business.
2. A change of the address or date of delivery introduced by the Buyer after the conclusion of the Contract is possible only after prior agreement with the Seller, made no later than 3 working days before the scheduled original delivery date.
3. The subject of the Contract is packed before shipment. For the avoidance of doubt, it is considered that the shipment was undamaged at the time of release to the forwarding (transport) company.
4. In the event of the Buyer's delay in payment of the amount due to the Seller exceeding 30 working days (in whole or in part) - the Seller reserves the right to withdraw from the Contract. The buyer is then obliged to return everything that the Seller has provided, and in addition to repair the damage resulting from the failure to perform the obligation.
5. The inability to deliver the subject of the Contract for reasons related to the Buyer does not release him from the obligation to collect it. In the event of refusal to accept the subject of the Contract, it is considered that the Contract has been fulfilled by the Seller, which entitles the Seller to demand payment of the entire price resulting from this Contract from the Buyer. At the same time, the Seller is entitled to demand from the Buyer a fee for storage of the items in the amount of 0.5% of the net price of the item for each day of delay in collecting it. The buyer may not refuse to accept a partial delivery.
6. The Buyer is obliged to indicate the persons authorized to sign the receipt documents for the subject of the Contract. In case of doubt, it is considered that each person signing the document of receipt of the subject of the Contract on behalf of the Buyer is entitled to perform the quantitative and qualitative acceptance of the subject of the Contract on behalf of the Buyer.
7. If the subject of the Contract is delivered by the Seller in accordance with the provisions of the Contract to the place indicated by the Buyer, the Buyer shall bear the risk and costs of unloading and freight. The buyer provides at its own expense the assistance of transport equipment and the team necessary to unload the item. If they are not provided,

the Seller or the forwarding (transport) company may refrain from unloading the item at the destination. The costs and risk of subsequent attempts to deliver the subject of the Contract shall be incurred by the Buyer. In such a situation, another attempt to deliver the subject of the Contract will be carried out at the expense of the Buyer. Furthermore:

- a. If it has not been expressly agreed that the subject of the Contract will be delivered at the expense and risk of the Seller to the place indicated by the Buyer, the risk of accidental loss or damage to the item is transferred to the Buyer at the time the subject of the Contract is handed over to the person responsible for transport or at the time when the subject of the Contract leaves the plant production/warehouse of the Seller for the purpose of its shipment, regardless of whether the transport is made using the means of transport of the Seller or will be commissioned by the Seller to a third party and regardless of whether the cost of transport is incurred by the Seller. Clauses such as "free of delivery costs ... " or similar have effects only in terms of regulating the rules for incurring transport costs,
- b. If the shipment is delayed for reasons attributable to the Buyer, the risk of accidental loss or damage to the subject of the Contract transfers to the Buyer when the subject of the Contract is ready for shipment;
- c. The Buyer is obliged to organize the immediate collection and unloading of the subject of the Contract and each time confirm in writing to the carrier the receipt of the delivered batch of the subject of the Contract on the

delivery document or transport document. Lack of acknowledgment of receipt (in particular due to the absence of the Buyer's representative upon receipt or lack of will to confirm receipt) does not justify questioning the fact of delivery;

- d. At the written request of the Buyer, the Seller shall insure the goods for the duration of transport, with the cost of such insurance being incurred by the Buyer.
8. The Buyer is entitled to make claims related to damage to the subject of the Contract, defects or quantitative shortages of the subject of the Contract only if he has satisfied the obligation to immediately examine the subject and the obligation to notify about noticed defects, in accordance with the law and these GTCS.
  9. The Buyer is obliged to meet the payment deadline also if there are defects in the delivered subject of the Contract. In this case, the payment does not affect the Buyer's claims in this respect.
  10. With regard to the transfer of risk and liability for the subject of the Contract, the EXW Incoterms 2022 clause applies, unless otherwise agreed by the parties.

## § 5.

### PRICE AND PAYMENT TERMS

1. The Seller shall issue a VAT invoice to the Buyer, with a specified due date of the claim for payment, within 2 working days from the date of handing over the subject of the Contract to the Buyer. Depending on the arrangements of the Parties, a VAT invoice may be issued at the time of concluding the Contract to indicate the Buyer's obligation to pay the entire price or prepay part of the price within 3 working days from the date of conclusion

of the Contract. A pro forma invoice will be issued for prepayments or advance payments, to which the relevant provisions of these GTCS regarding invoices apply.

2. Invoices will be issued in the currency in accordance with the order or offer, and payment will be made to the Seller's bank account indicated on the invoice. The net price of the subject of the Contract will be increased by VAT in accordance with the applicable rate.
3. All prices quoted by the Seller are net prices and do not include any taxes, duties or other similar charges. The Seller reserves the right to increase the price accordingly if, after the conclusion of the Contract, there is an increase in costs due to an increase in the prices of the materials above 5% and the period between the conclusion of the Contract and the scheduled delivery date is at least 3 months.
4. By default, invoices will be delivered in electronic form to the Buyer's address indicated in accordance with §2 point 2 above. The Buyer may declare that he requires the invoice to be delivered in paper form - in this case, the invoice will be delivered to the address of the Buyer's registered office at the cost of the Buyer, unless a different address is indicated.
5. The Buyer declares that it will pay the Seller the amount due for the delivered subject of the Contract on time and at the unit prices specified in the Contract.
6. The deadline for payment - also in terms of assessing the fulfillment of the condition for granting a possible discount for faster payment (skonto) - is always calculated from the date of issuing the invoice, and not from the date of delivery of the invoice. The Buyer is in delay if he

does not pay within the time limits agreed by the Parties.

7. In the event of delays in the payment of due invoices, the Seller has the right to suspend the production of the next batches of the subject of the Contract until the due amounts are paid and shorten the payment period of subsequent invoices to 7 calendar days or, at their own discretion, demand a prepayment of up to 100% of the order value before releasing the next batch of the subject of the Contract for production. As a consequence, delays in payment may result in extending the delivery dates of subsequent batches of the subject of the Contract in relation to the agreed delivery schedule, which will not be treated as a delay in delivery.
8. After the payment of the overdue amount by the Buyer, the Seller will resume the delivery of the ordered goods on unilaterally specified terms.
9. Regardless of the Buyer's indications, payments are credited first to the earliest due claims. In the event of additional costs and interest on the overdue debt, the Seller is entitled, regardless of the Buyer's indications, to credit the payments made first against costs, interest and finally against the principal debt.
10. The date of payment is the date of crediting the Seller's bank account.
11. The contract transfers ownership of the item upon payment of the entire price. The subject of the Contract remains the property of the Seller until the full performance of the obligation by the Buyer resulting from the Contract.
12. The Buyer is not entitled to deduct any amounts due from the Seller's claim under any of the sales contracts.

- 13.** If the Buyer is obliged to pay an advance payment, the production process of the ordered goods begins after the Buyer pays the amount agreed by the Parties.
- 14.** In the absence of timely payment, the Buyer undertakes to pay the agreed interest, and in the absence of arrangements in this regard, the Seller is entitled to interest for delay in the maximum amount permitted by Polish law (in accordance with Article 481 § 21 of the Polish Civil Code), and reimbursement of all costs related to the debt collection ordered by the Buyer.
- 15.** In the event of a change in the financial or legal situation of the Buyer that may adversely affect the financial condition of the Buyer or the ability to fulfill its obligations towards the Seller, the Seller is entitled to request the Buyer to secure payment of the amount due, taking into account the value of orders in progress.

#### **§ 6.**

#### **QUALITY GUARANTEE AND WARRANTY FOR DEFECTS**

- 1.** These GTCS specify the rules of the Seller's liability in the field of warranty for defects and quality guarantee.
- 2.** The Seller provides the Buyer with a quality guarantee in relation to the subject of the Contract on the terms set out in these GTCS.
- 3.** The Seller's liability under the guarantee of the quality of the subject of the Contract:
  - a.** Totals 12 months counting from the date of delivery of the subject of the Contract,
  - b.** includes the Seller's discretion in terms of how to remove the defect, and the Seller will first make efforts to remove the defect, unless the circumstances of a given case indicate

- that the removal of the defect is pointless or will involve disproportionately high expenditures,
- c.** is disabled in the case of:
    - i.** using the subject of the Contract not in accordance to its intended purpose,
    - ii.** improper installation of the subject of the Contract,
    - iii.** repairs, maintenance or servicing of the subject of the Contract performed by unauthorized persons or any interference in the subject of the Contract by these persons,
    - iv.** lack of proper maintenance and periodic inspections of the subject of the Contract, as specified in User Manual / technical and start-up documentation of the subject of the Contract,
    - v.** improper transport or storage of the subject of the Contract,
    - vi.** making any changes and modifications to the subject of the Contract,
    - vii.** ordinary wear and tear of the subject of the Contract,
    - viii.** the effects of random events, emergencies and other circumstances for which the Seller is not responsible (e.g. to weather conditions, flooding, fire, pests, etc.),
    - ix.** improper protection during construction, renovation or assembly works,
    - x.** contamination of the subject of the Contract, damage resulting from work with a heavily polluted installation or lack of care for

- cleanliness and replacement of filters in the installation,
- xi.** changes in the surface of the material as a result of its natural aging in the surrounding environment, including white corrosion in the case of galvanized steel;
- d.** does not apply to consumables subject to normal wear and tear, such as bearings, V-belts, motor brushes, filters, etc.,
  - e.** does not include the Buyer's right to withdraw from the Contract or reduce the price,
  - f.** requires keeping service cards for devices documenting the dates and scope of service activities,
  - g.** covers defects reported during the warranty period.
- 4.** The seller does not carry out static calculations and construction selection in terms of applicable standards and regulations. The structure in which the subject of the Contract is to be installed should be confirmed by an authorized constructor. The seller is not liable for defects in the goods resulting from incorrect static calculations, regardless of their confirmation or non-confirmation by an authorized constructor.
- 5.** The Seller shall not be liable for damages other than those arising from the subject of the Contract. In particular, the Seller shall not be liable for lost profits and other property damages of the Buyer and its contractors, as well as for culpa in contrahendo. The above limitation of liability does not apply to death, bodily injury and health disorder, if such liability results from the mandatory provisions of law.
- 6.** If the subject of the Contract is found to be defective after its installation, the Buyer is not entitled to claim reimbursement of the costs of disassembly and reassembly of the subject of the Contract, repair, labor of third parties, brokerage, etc.
- 7.** The burden of proof that the defect arose before the risk of accidental loss or damage passed or resulted from a cause already inherent in the sold item rests with the Buyer.
- 8.** The loss of warranty rights also occurs if the Buyer fails to notify the Seller in writing, by registered mail, about the defect within 5 business days from the date of delivery of the goods, and in the case of hidden defects within 5 business days from the date of its discovery. The above shall apply accordingly in the scope of quantity shortages or delivery of goods other than those ordered (non-compliance of the goods with the Contract).
- 9.** The Buyer's failure to pay the invoices on time deprives the Buyer of the rights arising from the guarantee granted for the goods being the subject of the Contract, regardless of the provisions of the guarantee cards.
- 10.** Claims under the guarantee or non-compliance of the goods with the Contract may not be transferred by the Buyer to third parties.
- 11.** Based on Article. 558 of the Polish Civil Code, the application of the provisions of the Polish Civil Code regarding warranty for defects is excluded. In this respect, the Parties are only bound by the provisions of these GTCS.

#### **§ 7.**

#### **COMPLAINT UNDER THE QUALITY WARRANTY**

1. Upon receipt of the subject of the Contract, the Buyer examines its compliance with the Contract, both in terms of quantity and quality. In the event that the Buyer, upon receipt of the item, finds that the item received does not comply with the Contract - he immediately informs the Seller of this fact, but in no case later than within 5 business days from the date of delivery, under penalty of losing the right to refer to such circumstances at a later date.
2. In the notification (complaint), the Buyer is obliged to describe in detail the circumstances of the discovery of the defect or non-compliance and its type, as well as the quantity of the goods complained about, the order number, the batch and the specific reason for the complaint, together with photographic documentation. Any complaints regarding damages in the goods or other physical defects found after the goods have been handed over to the Buyer will not be considered, unless the Buyer proves that the reason for the complaint is the fault of the Seller, and the Seller accepts the complaint in writing, in documentary or electronic form.
3. Seller is obliged to consider the complaint and notify the Buyer in writing about the method of its settlement, within 30 calendar days from the date of receipt of the notification of a defect or non-compliance of the goods with the Contract
4. If the complaint is accepted, confirmed in writing or electronic form, the necessary costs related to the removal of the defect or replacement of the defective product with a defect-free one shall be incurred by the Seller, unless the Parties agree otherwise during the complaint process.
5. In the event that the goods are delivered via a forwarding (transport) company, the Buyer is obliged to examine the condition of the package in order to determine whether the goods and their packaging have not been damaged. In the event of damage, the Buyer is obliged to draw up an appropriate protocol of receipt of the shipment in the presence of an employee of the forwarding (transport) company and to indicate in the comments on the waybill the fact of receiving the subject of the Contract in a damaged condition. Failure by the Buyer to make a remark in the notes on the receipt documents that he has received a damaged item precludes the Buyer from pursuing complaints in this respect.
6. In the event of damage to the shipment during transport, the Seller should be notified immediately and a signed acceptance report should be sent to him.
7. Unless the Parties agree otherwise, the shipment is to remain packed and intact until the arrival of the Seller's representative. The Seller's representative performs the inspection at the time agreed by the Parties. If it is necessary to carry out an inspection in a place other than the place of delivery and which is outside the territory of the Republic of Poland, the Buyer is obliged to cover the Seller's costs related to such inspection.
8. The Buyer is responsible for adequate protection of the shipment until the arrival of the Seller's representative. Failure to properly secure the shipment with the goods under complaint will result in the loss of the Buyer's rights under the warranty, and will entitle the Seller to demand reimbursement of all costs incurred by the Seller in connection



with the actions taken to resolve the Buyer's complaint.

9. The Buyer is obliged to enable the Seller to examine the item to which the complaint relates.
10. If the complaint is accepted, the Seller undertakes, at its discretion:
  - a. The repair of the advertised goods or
  - b. The delivery of goods free from defects within the period agreed with the Buyer or
  - c. an appropriate price reduction in the event of impossibility or objective difficulties in repairing or replacing the goods.
11. Any agreed deadlines for repairs or delivery of goods free of defects are indicative. The Buyer is not entitled to claims against the Seller for exceeding these deadlines.
12. If the repair can be made outside the place of disclosure of the defect, the Buyer, in accordance with the User Manual, shall send the defective goods to the address indicated by the Seller at its own expense, unless the Parties have agreed otherwise. The goods will be sent in the packaging in which they were delivered, and in the event of its destruction, the Buyer shall ensure the proper packaging of the goods for transport.
13. In the case referred to in point 12 above, in the absence of such return within the time limit set by the Parties, upon the expiry of this period, the responsibility for the possible disposal of these goods, or parts, products or waste resulting from them, shall pass to the Buyer.
14. In the event of damage to the goods during transport, for which the Seller is responsible, or in the event of finding a defect in the goods, for which the defect

is the Seller's responsibility under the terms of these GTCS, the Seller's liability is limited only to the delivery of goods free from defects, excluding any additional costs or direct consequential damages resulting from defects in the goods or product, in particular the costs of disassembly and reinstallation of products, repairs, labor of third parties, brokerage, etc.

15. If the complaint is unjustified, the Seller, at the written request of the Buyer, will make new goods and charge the Buyer with the price according to the offer.

#### § 8.

##### WITHDRAWAL FROM THE CONTRACT

1. Regardless of the procedure that preceded the conclusion of the Contract, the Seller has the right to withdraw from each concluded Contract without giving reasons, within the deadline of 3 business days since its conclusion. Withdrawal from the contract by the Seller is justified in particular in the event of the Seller's inability to perform the Contract due to the acceptance of the Seller's offers by several Buyers in a short time. If the Seller exercises the right of withdrawal, the Buyer shall not be entitled to any claims against the Seller, in particular for damages.
2. If the Seller fails to deliver the subject of the Contract within 14 calendar days counting from the expiry of the deadline set in the Contract, the Buyer may withdraw from the Contract, after setting an additional deadline for the Seller to deliver the subject of the Contract. The right of withdrawal may be exercised no later than within 45 calendar days of the expiry of the delivery date set out in the Contract.

3. In the event of failure to meet the new deadline referred to in § 3 section 4. above by the Seller, the Buyer has the right to withdraw from the Contract. A declaration of withdrawal from the Contract should be submitted in writing, under penalty of nullity, within 7 calendar days from the date of occurrence of the circumstances referred to in the previous sentence. If the delay concerns only a part of the order, the Buyer has only the right to withdraw from the Contract with respect to that part of the order.

#### **§ 9.**

#### **COPYRIGHT AND INDUSTRIAL PROPERTY RIGHTS**

1. The Seller reserves the ownership rights, copyrights and patent and utility model rights to drawings, sketches, calculations, technical calculations, consultative studies and other documents provided or made available to the Buyer upon concluding the Contract. They are intended only for purposes related to the offer and may not be, in whole or in part, reproduced or made available to third parties without the written consent of the Seller.
2. The Buyer does not and shall not have any right, title or interest in any proprietary, copyright or patent and utility model rights, and the purchase of goods from the Seller containing the above does not grant the Buyer any right or title to such rights.

#### **§ 10.**

#### **CONFIDENTIALITY AND PRIVACY**

1. Any information regarding the Seller's activities that is not publicly known is confidential and constitutes a trade secret within the meaning of Art. 11 sec. 4 of the Act of 16 April 1993 on Combating Unfair Competition. The

parties agree that they will not disclose confidential information to any third party or use it for purposes other than the performance of the Contract. Buyer will take all reasonable steps to prevent disclosure of confidential information. If the Buyer is obliged by mandatory provisions of law to disclose confidential information, then the Buyer shall immediately notify the Seller (if legally permissible) of this fact and will cooperate with him in order to minimize or eliminate the risk of negative effects of disclosing such information.

2. The Seller is the administrator of personal data of the Buyer and his representatives.

#### **§ 11.**

#### **FINAL PROVISIONS**

1. The Seller may refrain from the implementation of submitted and unrealized orders or make their implementation conditional on the immediate submission, within the time limit indicated by the Seller, of certain securities (both in terms of form and content) or payment in advance. In the event of failure to comply with the request, the Seller may, without setting an additional deadline, withdraw from all or some of the contracts, at its discretion, in whole or in part. The Buyer is not entitled to any claims against the Seller in this respect. If the Seller exercises the right of withdrawal, the Buyer shall reimburse the Seller for the incurred and documented expenses. This does not affect the Seller's right to pursue further claims for damages.
2. In the event of discrepancies between these GTCS and the offer or order, the provisions of the GTCS shall apply in the first place, except for those provisions in which the GTCS allows for different arrangements of the Parties in the offer or order.

3. The applicable law is the law of the Republic of Poland, excluding the United Nations Convention on Contracts for the International Sale of Goods. In disputes arising from the Contract, the competent court is the court competent for the city of Gdańsk. Notwithstanding the foregoing, the Seller is entitled to sue the Buyer in the court of its registered office/residence.
4. If any of the provisions of the GTCS is or will be invalid or ineffective, this shall not affect the binding force of the remaining provisions of the GTCS. In such a case, in place of the invalid or ineffective provision of the GTCS, the rights and obligations of the Parties to the Contract shall be directly or appropriately governed by the mandatory provisions of the applicable law.
5. The Seller is not responsible for incorrect or incorrect interpretation by the Buyer of information and/or technical data contained in catalogues, technical documentation and other information materials.
6. These GTCS may be changed by the Seller, and the changes are binding to the Buyer from the date of publication of the amended GTCS on the website [www.venttrade.eu](http://www.venttrade.eu) and notification of the Buyer in electronic form about the change. Art. 3841 of the Civil Code applies.
7. Deliveries of goods and services are made solely on the basis of the following GTCS.
8. These GTCS bind the Buyer with the first and subsequent orders and sales (delivery) contracts with the Seller, even if they are not explicitly referred to in individual cases. These terms and conditions remain in force until the Buyer is notified of their change in accordance with section 6 above.
9. In matters not covered by these GTCS, the provisions of the Polish Civil Code shall apply.