

General Terms of Sale of Schneider Electric Polska Sp. z o.o.

Effective 06.05.2020

I - Generalities

1.1. These General Terms of Sale (the “Terms”) shall form an integral part of any offer made by Schneider Electric Polska Sp. z o.o. (the “Seller”) for sale/delivery of products and/or for rendering services. The Terms shall also apply to all contracts executed between the Seller with a client (the “Client”) regarding sale/delivery of products and/or rendering of services.

1.2. The Terms do not apply to contracts concluded by the Seller with consumers.

1.3. If the Terms or provisions of a contract to which these Terms apply require that a particular act shall be performed in writing or through an electronic mail message, it shall be assumed that the form was reserved on pain of invalidity.

II - Commercial information, offers

2.1. All letters of the Seller not clearly designated as offers constitute commercial information only.

2.2. Data relating to product characteristics provided in catalogues and other marketing materials of the Seller, including but not limited to dimensions, weight, shape and shades of colours serve only as an approximation.

2.3. The Seller reserves the right to make at any time changes to the technical parameters and characteristic of products whose presentations, descriptions and specifications have been included in the catalogues and marketing materials of the Seller.

2.4. Inclusion of a product in a catalogue, price-list or other marketing materials of the Seller does not guarantee the product’s availability.

2.5. Should the Seller make an offer to the Client, prices and other terms of the offer apply only to the products (specification and quantity) and services clearly stipulated in the offer. The Seller’s offer remains valid for a period of one month, unless clearly otherwise specified in the offer.

2.6. The Seller’s offer can be accepted only in full and without reservations.

III – Conclusion of a contract, orders

3.1. A contract is concluded by:

3.1.1. the Client placing an order and the Seller confirming the order - in such case the contract is deemed to be concluded on the moment of confirmation of the order by the Seller, or

3.1.2. signing by the Parties of a contract in writing.

3.2. Before the first order is made, the Client has to be registered in the Seller’s system. For that purpose, the Client shall present to the Seller:

3.2.1. current copy from the register of entrepreneurs of the National Court Register or register

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02-673 Warszawa
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Infolinia: 801 171 500

Kapitał zakładowy: 58 028 250,00 PLN
Sąd Rejonowy dla m. st. Warszawy w Warszawie
XIII Wydział Gospodarczy KRS
Nr KRS 0000029914
NIP 522-00-11-965

- of business activity
- 3.2.2.** confirmation of issuance of a NIP number
- 3.2.3.** decision on issuance of a REGON number
- 3.2.4.** financial statement (if the Client applies for trade credit)
- 3.2.5.** list of persons authorized to place orders in the name of the Client.
- 3.3.** Unless the parties agree otherwise in writing, the orders of the Client can be made:
 - 3.3.1.** in writing or
 - 3.3.2.** through e-mail sent to *poland.helpdesk@schneider-electric.com*
- 3.4.** The Client's order should include at least:
 - 3.4.1.** precise designation of the Client and the person placing the order in the name of the Client;
 - 3.4.2.** clear description of the subject of the order (if the order is for products: their catalogue numbers and quantity);
 - 3.4.3.** place of delivery or performance of services with the reservation that one order can stipulate only one place of delivery of products or performance of services.
- 3.5.** The order should be placed by persons authorised to represent the Client according to the data included in a proper register or a person having written authorization to place orders that was delivered earlier to the Seller.
- 3.6.** The Seller shall confirm the order in writing or through electronic message.
- 3.7.** The Seller shall charge the Client with a handling fee in the amount of 80,00 PLN (eighty PLN) plus VAT for the processing of the order which net amount according to the catalogue prices of the Seller is lower than 1500,00 PLN (one thousand five hundred PLN).
- 3.8.** In case of request to register the order as indicated in points 3.3.1 and 3.3.2, the Seller will charge the Customer a handling fee of PLN 10.00 (ten PLN) plus VAT for each order.

IV - Intellectual property and confidentiality

- 4.1.** The Seller is under no obligation to provide the Client with any data, plans or projects relating to the manufacturing technology of the products, even if the products are provided with an installation schematic. Any projects, documents and codes forwarded to the Client remain the sole property of the Seller and are strictly confidential.
- 4.2.** The technology and know-how incorporated into the products, whether patented or not, all the industrial and intellectual property rights related to the products are and shall remain the exclusive property of the Seller. Any information pertaining thereto constitutes the Seller's confidential business information and shall be kept confidential. This also applies to the information included in the drawings and documents which may be provided with the product. Consequently, the Client undertakes to use it only to operate and maintain the products and not to communicate said information to any third party. The acquisition of the products does not authorize the Client to produce replacement parts or to commission their production to any third party.
- 4.3.** The acquisition of a product or a service by the Client does not cause the transfer of any copyright to the Client. If necessary to use the product or the service according to their purpose, the Seller shall grant the Client a non-exclusive license to use software or other elements that were provided with the products

or service and are protected by licenses. Additional terms and conditions such license shall be granted on shall be described in the license document that may accompany the products.

4.4. In regard to third parties' technology, such as software embedded in the products, the Client in each and every case only acquires non-exclusive right to use the technology in order to use the products according to their purpose.

4.5. The Client undertakes to follow the terms and conditions of the license and instructions regarding the usage of the Seller's and third parties' software included in the forwarded documentation.

4.6. The Client undertakes not to copy, reproduce, decompile, disassemble or try in any other way to recreate the source code of the software forwarded to him by the Seller.

4.7. Any and all compilations, drawings and technical documentation forwarded to the Client in connection with the sale of the products or performance of services shall remain the property of the Seller and shall be returned to him on his demand. They cannot be used without the Seller's authorization for any purpose other than placing an order/conclusion of contract with the Seller, in particular they cannot be copied, distributed or forwarded to a third party without the Seller's consent.

V – Prices and terms of payment

5.1. Unless otherwise directly specified in the Seller's offer, orders with delivery date no longer than three months from the date of the placement of the order are fulfilled using the prices specified in the Seller's price lists current for the date of placement of the order. If the Client wants to order products with longer delivery date a conclusion of a written agreement by the Parties is required.

5.2. Current price list is available on the Seller's website www.schneider-electric.com

5.3. The prices do not include taxes as well as VAT tax, paid in Poland as well as in the country of delivery of the products and performance of the services.

5.4. Unless the Parties otherwise specified in the contract, the Client is obliged to make payment of the full price for the ordered products and/or services before the delivery of the products or performance of the services.

5.5. On the Client's request and on the basis of the payment security presented by the Client the Seller may specify individual trade credit limit of the Client informing the Client in writing or in e-mail. The decision granting, changing or withdrawing the limit is in the Seller's sole discretion. If the Client is granted a trade credit limit, the Parties may specify a deferred payment date in writing.

5.6. Unless the Parties agree otherwise, the payment of the price shall be made in Polish zloty to the bank account of the Seller specified in the invoice.

5.7. In the case of a delay in payment the Seller has the right to demand payment of statutory interest from the Client.

5.8. If the Parties agreed to payments in installments, failure to pay one instalment on the due date shall automatically cause all remaining amounts owed by the Client to become payable.

5.9. If the amount of debt of the Client owed to the Seller (gross with VAT) and orders that are filed but not yet invoiced (gross with VAT) exceeds individual trade credit limit granted to the Client by the Seller, the Seller has the right to stop accepting the Client's orders until the Client pays the debt or presents additional payment securities and the Seller decides to increase the trade credit limit of the Client.

Irrespective of the above, in case of circumstances indicating a danger that the Client may not fulfill the payments, the Seller reserves the right to accept the order for fulfillment on the condition that the Client provides additional payment security or makes a down-payment.

5.10. If the Client is in delay of payment of any mature debts owed to the Seller, the Seller, regardless of any other rights he may have on the basis of the contract, the Terms or applicable legal provisions, has the right to immediately halt the delivery of products or the performance of services and refuse to accept further orders until the arrears, together with interest, are paid. The Client bears full liability for the cessation of deliveries of products or performance of services, including the costs of storage and insurance of the products.

5.11. Without prior written consent of the Seller, the Client cannot offset his debts towards the Seller with any mutual receivables.

5.12. Schneider Electric Polska sp. z o.o. hereby declares that is a large enterprise within the meaning of Annex I to the Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty Text with EEA relevance (Official Journal of the EU L 187 of 26.06.2014, pg. 1, as amended), i.e. employs more than 250 persons and which has an annual turnover exceeding EUR 50 million, and/or an annual balance sheet total exceeding EUR 43 million.

VI –Deliveries

6.1. The Seller shall deliver the ordered products by the Client in the territory of Poland to the agreed location in prior between the Seller and the Client. The transport of the products offered by the Seller and their transport insurance take place on the expense and risk of the Seller. The Seller reserves the right to choose the method of transport.

6.2. The Client provides the unloading and installation of products and bears their costs and risk.

6.3. The Client provides in the place and date of delivery the presence of a person authorized to receive the delivery in his name. The Client shall not be freed from the obligation to pay for the product if the person authorized by the Client is not present or refuses to receive the product. It shall be presumed that the person receiving the delivery in the place where the Client conducts its business is authorized by the Client to receive the delivery.

6.4. The Client is obliged to inspect the delivered products for visible damage and quantitative composition (the amount of multipacks or damage to a multipack) in the presence of the carrier. If any visible damage to the product or quantitative deficiency is noticed, the Client shall make a proper note on the shipping list of the carrier and prepare a protocol of damages signed by the Client and the carrier. Copies of the aforementioned documents shall be forwarded to the Seller together with a complaint in the period of two business days from the date of delivery. In the absence of a note on the shipping list or if the protocol of damages has not been prepared, the responsibility of the Seller for a defect or quantitative deficiency is excluded.

6.5. The Client shall perform a thorough inspection of the product for any quantitative deficiencies and quality flaws other than those specified in point 6.4 above and inform the Seller about any noticed defects in the period of 5 business days from the day of delivery. The complaint shall include the protocol of

defects and photographic documentation.

6.6. The Client shall in each case secure the damaged product and allow it to be inspected by the carrier, the Seller or their insurers. On the Seller's demand the Client shall return the damaged product or proceed with it according to the Seller's instructions.

6.7. The Seller does not bear responsibility for the damage or loss of product after it has been released to the Client (i.e. after the start of unloading).

6.8. The Seller reserves the right to change the terms of the order and / or delivery without having to be liable in this regard, if this results from any event beyond his control being a pandemic or epidemic (including Covid-19) nature, including the amendments of the relevant legal regulations or the guidelines of the competent authority, which may affect the Seller's ability to fulfill his obligations.

VII - Delivery periods

7.1. In the order confirmation forwarded to the Client the Seller shall indicate the approximate standard delivery date or the date of performance of the ordered products/services. The date may be subject to change.

7.2. The delivery periods of products/performance of service begin to run from the last of the following dates: (i) the Seller's unreserved acceptance of the Client's order; (ii) the Seller's receipt of certain information, which the Client is responsible for providing, that are necessary for the fulfillment of the order; (iii) receipt of a down-payment which the Client undertakes to pay in accordance with the terms of the contract or receipt of an advance payment if the price for the products/services is paid before the delivery of product/performance of the service.

7.3. The Seller is automatically discharged from any commitment relating to the periods of delivery of products/performance of services in the event of force majeure or delays caused by circumstances regarding the Client or events occurring to the Seller or its suppliers which may disrupt the organisation or business activity of the company such as, for example, lock-outs, strikes, wars, embargos, fire, flood, machinery accident, damage to parts in the process of being manufactured, interruption or delay in transportation or the procurement of raw materials, energy or components, or any other event outside the control of the Seller or its suppliers.

7.4. In the event of a qualified delay in delivery of a product or a qualified delay in performance of a service as well as qualified delay in exchanging the products or repairing the faults in the period of warranty for reasons for which the Seller is at fault, the Seller shall pay to the Client on his written demand a contractual penalty in the amount of 0,02% of the net value of undelivered product or untimely performed service for every day of qualified delay but no more than 5 (five)% of net value of the product or service.

VIII - Reservation of title

8.1. The Seller retains ownership of the products delivered to the Client until full payment of the whole price (together with interest for delay) due to the Seller for said products.

8.2. If the products have been processed or incorporated in other equipments, the Seller shall own a lien

on the processed products or on the equipments into which the products have been incorporated until the full payment of the price. The Client undertakes to mention the existence of the abovementioned title to third parties to whom/which it may sell the products either “as is” or incorporated in other equipments.

8.3. In the event of a delay in payment of a price of products, the Seller has the right to demand the return of the products he owns. Regardless of the right to demand the return of the products, the Seller has the right to retain all down-payments and payments for the products received from the Client without prejudice to the right to demand further compensation.

8.4. With reservation to the binding provisions of law, from the moment of delivery the Client bears all risks connected with possession, storage and/or usage of the products including the risk of accidental loss or damage to the products and responsibility for damages caused by the products.

IX –Packaging

9.1. The prices set forth in the offer include the cost of the standard packaging used by the Seller. Any change to a packaging other than that which the Seller usually uses, made on the Client’s request, shall be charged to the Client. The packaging is non-returnable.

X - Carriage – Customs

10.1. Unless provided for to the contrary in the contract, the Seller is responsible only for the delivery of products on the territory of Poland. In the case of delivery abroad, the Client is responsible for carriage, insurance and/or customs.

XI - Environmental regulations

11.1 Removal & disposal of product waste

11.1.1. The party possessing the waste is responsible for its removal and disposal.

11.1.2. For the professional electrical and electronic equipment not for household use (hereinafter “EEE”) marketed by the Seller after 13 August 2005 upon the Act on waste electric and electronic equipment dated September 11th 2015 (Dz.U. dated October 23rd 2015) implementing the Directive of the European Parliament and of the Council 2012/19/EC dated July 4th 2012 on waste electric and electronic equipment, the responsibility to organize and finance the collection and processing of the equipment is transferred directly to the Client. The Client undertakes to assume responsibility, on the one hand, for the collection and removal of waste originating from the EEE subject to the sale and, on the other hand, for their processing and recycling and neutralization in accordance with applicable legal regulations in this respect .

11.2. Provisions applicable to REACH chemical substances

11.2.1. For products delivered after publication of the list of candidate substances for authorisation within the meaning of the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council or its updates, and in accordance with Article 33, paragraph 1, of said Regulation, the Seller shall inform the Client via its www.schneider-electric.com website of the presence of said candidate substances in a concentration above 0.1% weight for weight (w/w) compared to the total weight, in order to ensure use of said product in total safety. Via this same

website, the Seller shall inform the Client of changes to the composition of the products/items in question and the Client accepts such method.

11.2.2. The Seller hereby warrants that the substances, whether present alone or contained in products, have been used in accordance with the provisions relating to registration, authorisation and applicable restrictions.

XII – Warranty

12.1. Defects covered by the warranty

12.1.1.

The Seller provides a quality warranty for the products delivered. Under the warranty, the Seller undertakes to repair the defective product or replace it, subject to the provision that the above Seller's obligation shall not apply in the situation where:

- a. the products have not been stored, used or maintained in accordance with the technical documentation of the products or in accordance with common practice in this regard;
- b. malfunction of the product is the result of non-compliance with the Seller's requirements or common practice regarding installation or power supply.

12.1.2. The warranty is effective only in relation to the Client.

12.1.3. The warranty is effective only on the territory of Poland.

12.1.4. All warranties are excluded for consumables and repair work which may result from normal wear-and-tear of the products, damage or accidents owing to insufficient monitoring of the products or use thereof which is non-compliant with their purpose and/or the Seller's instructions and, more generally, for any incident for which the Seller is not liable. The warranty does not apply if any modifications are made to the products by the Client without the Seller's prior written approval.

12.1.5. The Seller does not provide any guarantee as to the products' capacity to achieve the targets set by the Client, unless such capacity to achieve the set targets has been expressly accepted by the Seller in writing.

12.2. Warranty period

12.2.1. The warranty is granted for the period of 18 months, unless an e-catalogue available on the Seller's website current for the day of placement of the order specifies other term.

12.2.2. The warranty starts upon delivery of the products within the meaning of Article 6.7 of the Terms.

12.2.3. The repairs of, changes to, or replacement of the product or part of it during the warranty period shall not cause the product warranty period to be extended. However, it cannot be shorter than 3 months.

12.3. Terms and conditions for exercising the warranty

12.3.1. Under this warranty, the Seller remedies the noted defects, at its expense, as soon as reasonably possible and using the means which it deems fit.

12.3.2. In order to benefit from this warranty, the Client shall inform the Seller in writing or in e-mail message sent to poland.helpdesk@schneider-electric.com of the defects which it is attributing to the products in the period of 5 business days from the moment the defect manifests itself and provide all documents supporting the claim.

12.3.3. Upon Seller's choice, the warranty is exercised either by providing the Client with a replacement product free-of-charge, or by the product in question being repaired in the Seller's workshop.

12.3.4. The defective parts or products shall be returned to the Seller at the Client's expense within 30 calendar days as of the point in time the relevant product is defective. If the complaint is accepted the Seller shall pay for the carriage to the Client of replacement products or those that have been repaired. Failure by the Client to return the allegedly faulty product within the aforementioned 30-day period allows the Seller to receive compensation for the replacement product or the cost of the repair.

12.3.5. Under no circumstances does the warranty cover the expenses relating to searching for the defective item in the place where it has been installed, to dismantling and reassembling the product as well as the costs of truck product loading and unloading in the place where it has been installed. The execution of the above mentioned guarantee does not cover the costs of the substitute products and/or substitute power supply. Regarding the products which in case of the warranty execution the access would be hampered or impossible due to their location, the Client shall be obliged to deliver these products to the Seller at its sole cost.

12.3.6. If the Seller decides that the repair work has to be carried in the place where the product has been installed, the Seller shall cover the labour expenses relating to such repair work (with the exception of costs of the Seller's service waiting time in the place where the product has been installed incurred due to the products not being made available for repairs by the Client).

12.3.7. The Client shall provide the Seller with every assistance in order to find the defects and to repair them; moreover, unless it has the Seller's express agreement, it shall not carry out the repair work by itself or have such work carried out by a third party on the pain of losing the warranty.

12.4. Extension of the warranty period.

12.4.1. The Client has the possibility to purchase a service extending the warranty by an additional period in relation to selected products from the Seller's offer, referred to as Extended Warranty, upon the terms of standard warranty granted by the Seller subject to p. 12.4.2.

12.4.2. The extension of the warranty over the period of 36 months is subject to the necessity of execution of the paid technical inspection of the product covered by the Extended Warranty by the authorized Schneider Electric service in 37th month counted from the date of purchase of the product and then for each time before the lapse of 12 months from the date of the last inspection as mentioned above provided that the inspection date falls within the period granted to the Extended Warranty. The payment made by the Client for the Extended Warranty shall be deemed as an explicit acceptance of the terms and scope of the Parties' obligations resulting from this extended warranty. The Terms of Extended Warranty are available on Schneider Electric website available at www.schneider-electric.pl.

12.5. Warranty cards

12.5.1. The Seller shall be entitled to issue a warranty card only in relation to the products supplied by the Seller that require activation by an authorized service of the Seller. If any provisions of the warranty card are in conflict with the content of the GTCS, the warranty card provisions shall prevail.

XIII – Liability

13.1. The terms of the contract in the form accepted by the Seller and the terms of these Terms set out the Seller's liability and are in lieu of all other warranties whether statutory, express or implied. The statutory warranty for defects is excluded.

13.2. The Seller shall in no case be responsible in contract, in tort or otherwise for any special, indirect, incidental or consequential damages whatsoever, such as, but not limited to, loss of profits of the Seller or third party, excluding the liability for damages caused by intentional fault of the Seller.

13.3. In all cases, whatever the cause or subject of the claim, the Seller's liability, with regard to the performance, lack of performance or improper performance of the contract, is strictly limited to the net amount of the product being the subject of the claim..

XIV – Applicable law – Disputes

14.1. A contract which is the subject to the Terms is governed by Polish law, to the exclusion of the conflict in laws provision of the private international law and of the 1980 United Nations Vienna Convention on the International Sale of Goods prepared in Vienna on 11 April 1980.

14.2. Any disputes relating to any offer issued, or any contract entered into, by the Seller, which cannot be settled out-of-court, shall fall under the jurisdiction of the Polish common court with jurisdiction over the seat of the Seller.

XV - Additional terms applicable to contracts on the basis of which the Seller delivers Systems or Solutions

15.1. Application of the additional terms

15.1.1. The terms listed below shall apply to those offers of the Seller or contracts concluded by the Seller under which he is obliged to deliver to the Client Systems or Solutions. A System or Solution means:

- any product or combination of products (with or without embedded software) which shall be subject to specific adaptations in order to meet the Client's requirements, or
- any product or combination of products (with or without embedded software) which is installed or commissioned by the Seller or in relation to which the Seller renders services to the Client, or
- any set of products/software requiring a conduction by the Seller of specific study in order to ensure its coherence.

15.1.2. In the case of contradiction between the provisions of this Section XV with other provisions of the Terms, the provisions of Section XV shall apply to offers and contracts regarding Systems or Solutions before other provisions. In the scope not regulated by this Section the remaining provisions of the Terms shall apply.

15.2. Purpose and scope of the offer

15.2.1. The Seller's offers are established on the basis of the specifications provided by the Client, which shall contain all the information required to determine the necessary features of the System/Solution, in particular:

- The expected functionalities of the System/Solution;
- The installation conditions and conditions of the environment in which the installation shall take place;
- The nature and conditions of the tests to be conducted by the Client.

15.2.2. Unless provided for to the contrary in the Seller's offer or in a contract, the Seller's prices do not include either the service of assembly nor commissioning of the System/Solution, nor any batch of spare parts.

15.2.3. Adaptations to the System/Solution which may be required in order for it to operate in compliance with the contractual features shall be the responsibility of the Seller, unless said adaptations are made necessary due to the insufficient nature of, or error in, the information provided by the Client, a change to the location of the System/Solution or to its environment. In this case, the cost of the adaptations shall be invoiced to the Client.

15.3. Terms of service

15.3.1. The Client is obliged to cooperate with the Seller in performance of the Contract, in particular to timely transfer the information necessary to conduct the works and timely transfer a properly prepared work front.

15.3.2. If, according to the contract the Seller is obliged to render services to the Client in the place of installation of the System/Solution, the access to the System/Solution, supply of energy, and other media necessary to perform the services by the Seller shall be the responsibility of the Client. The Client shall be deemed as the waste producer within the meaning of the statute on waste as to the waste produced in the place of installation of the System/Solution while rendering services connected with the System/Solution.

15.3.3. If the sold System/Solution is an automation or a control system, the Seller is not liable for damages incurred by the Client and waste produced during the whole time when the System/Solution is being configured, with the exclusion of damages caused by the intentional fault of the Seller.

15.3.4. If the performance of the service by the Seller is delayed or prevented for reasons outside the Seller's control, the additional expenses incurred in connection thereto shall be covered by the Client on the basis of a VAT invoice issued to it by the Seller.

15.3.5. A baseless refusal by the Client to accept the whole or part of the System or Solution allows the Seller to perform unilateral acceptance of the delivered System or Solution and unilaterally prepare the acceptance protocol. A copy of the protocol shall be immediately forwarded to the Client.

15.4. Tests shall be conducted in the Seller's plants under the conditions set forth in the Seller's offer or in the contract. Any additional tests, whether conducted in the Seller's plants or in the place where the System/Solution is installed, shall be subject to prior written agreement of the Seller and shall be carried out at the Client's expense.

15.5. Warranty for the Systems and Solutions

15.5.1. The duration of the warranty is 12 months from the date of transfer of the System/Solution, or 18 months from the date of notification of readiness for shipment of the last component of the System/Solution, whichever occurs first.

15.5.2. Any part or component changed or repaired in the context of the contractual warranty will itself benefit of an additional 3 months warranty, but shall not cause the duration of the warranty of the overall System/Solution to be extended.

15.5.3. Should the nature of the System/Solution mean that it cannot be returned according to the provisions of Article 12.3.4 of these Terms, the Seller shall perform repairs of the System/Solution in the place of its installation with reservation to the provision of Article 15.3.5 above.

15.5.4. Should the Seller incorporate parts or devices not produced by an entity in the Schneider Electric group into the System/Solution, the warranty for those parts and devices shall be granted on the same terms and for the same period as the terms and period of the warranty granted by their manufacturer or seller with reservation to Article 15.5.5. below.

15.5.5. The warranty does not apply to defects of the System/Solution caused by materials, elements or design solutions provided or imposed on the Seller by the Client. The warranty is excluded if periodic inspections of the Systems/Solutions by properly qualified persons are not performed.

XVI - Security conditions related to the involvement of the Seller's service

16.1. The Customer shall ensure safe organization of work in accordance with the applicable regulations (current basis: Regulation of the Minister of Economy of 28 March 2013 concerning health and safety while working with power equipment, published in the Journal of Laws of 2013, Item 492), and in particular the Customer shall ensure that:

- the work is carried out only on the basis of a written order issued by the operator or a person authorized by him;
- the preparation and securing of workplace is done in accordance with the content of the above mentioned Regulation, and the Customer allows the Seller's employees (collaborators) to work;
- in the case of the involvement in the preparation and securing of workplace of other entities, such as e.g. a power distribution company, the Customer shall be obliged to take the necessary steps and make arrangements to provide the employees (collaborators) of the Seller's service with effective securing of workplace, for example by preventing the power distribution company from providing voltage during the work;
- in the case of interventions performed by a single Seller's service person, the Customer shall ensure that the team is joined by an employee with the relevant qualification certificate to meet the provisions of the Regulation with respect to persons entitled and safety measures.

16.2. The Seller reserves the right not to join or withdraw from intervention at any time, if the aforementioned conditions of the safe performance of work are not met. In such case, the Seller reserves the right to charge the Customer with the necessary costs related to the organization of the intervention (travel, accommodation, etc.)

