

**GENERAL TERMS AND CONDITIONS OF SALE
OF AIR HANDLING UNITS BY VTS POLSKA SP. Z O.O. FOR BUSINESS CUSTOMERS**

§ 1

DEFINITIONS

Whenever the following terms are used in these General Terms and Conditions of Sale of VTS Polska Sp. z o.o. in business transactions (the "GTC"), whether in the singular or plural, they shall have the meanings set forth below:

- 1.1 **AHU** (Air Handling Unit) – a device designed for the treatment, conditioning and distribution of air in ventilation and air conditioning systems.
- 1.2 **Business Days** – days from Monday to Friday, excluding public holidays in Poland.
- 1.3 **O&M Documentation** – the operation and maintenance documentation of the Equipment made available by VTS Polska Sp. z o.o. in electronic form on its website at www.vtsgroup.com. In the case of heat recovery units, the O&M Documentation is made available at www.homer-ventilation.com.
- 1.4 **Written Form** – shall mean the written form within the meaning of Article 78 § 1 of the Act of 23 April 1964 – Civil Code (consolidated text: Journal of Laws of 2024, item 1061, as amended, hereinafter referred to as the "Civil Code"), as well as the electronic form of a legal act (Article 78¹ § 1 of the Civil Code) and the documentary form within the meaning of Article 77² of the Civil Code, unless otherwise provided in these GTC.
- 1.5 **Order Form** – a form provided to the Customer together with the Quotation, in which the Customer provides the information necessary for the performance of the Order and confirms acceptance of the Quotation of VTS Polska Sp. z o.o..
- 1.6 **Incoterms** – the set of international commercial terms published by the International Chamber of Commerce (ICC), defining the rules for the allocation of costs and responsibilities between the buyer and the seller (the Customer and VTS Polska Sp. z o.o.), reflecting the agreed mode of transport. The applicable version shall be Incoterms® 2020.
- 1.7 **Customer** – shall mean an entrepreneur (business entity) and a natural person entering into an agreement directly related to their business activity, where such agreement is not of a professional nature for that person.
- 1.8 **Quotation** – an individual offer for the supply or sale of the Equipment submitted in Written Form by VTS Polska Sp. z o.o. to the Customer, specifying the technical parameters and quantity of the Equipment ordered in accordance with the Customer's requirements and subject to a confirmation procedure in accordance with these GTC.
- 1.9 **Order Confirmation** – a confirmation sent by VTS Polska Sp. z o.o. to the Customer confirming receipt of the Order from the Customer.
- 1.10 **Order Completion Confirmation** – a notification sent by VTS Polska Sp. z o.o. to the Customer informing that the Equipment covered by the Order has been manufactured or assembled and is ready for delivery in accordance with the agreed Incoterms.
- 1.11 **Acceptance Certificate** – a written certificate of acceptance of the Equipment, signed by VTS Polska Sp. z o.o. and the Customer or a person authorised by the Customer at the place of delivery of the Equipment, constituting confirmation of the delivery of the Equipment.
- 1.12 **Business Entity** – in respect of entities having their registered office or registered business activity in Poland, shall mean an entity conducting business activity within the meaning of the Act of 6 March 2018 – Entrepreneurs' Law (consolidated text: Journal of Laws of 2024, item 236, as amended), which is not a consumer and which purchases the Equipment directly in the course of and for the purposes of its business activity, where the conclusion of the agreement is of a professional nature for such entity. In respect of entities having their registered office or registered business activity outside Poland, shall mean an entity conducting business activity in accordance with the laws applicable in the country of its registered office or registered business activity.
- 1.13 **Consumer** – for the purposes of these GTC, shall also include a natural person conducting business activity in Poland who enters into a sales agreement for the Equipment directly related to their business activity, where such agreement is not of a professional nature for that person, in particular as determined by the scope of their business activity disclosed pursuant to the provisions on the Central Register and Information on Economic Activity (CEIDG).
- 1.14 **Publications** – information made available on the website of VTS Polska Sp. z o.o., as well as in catalogues, brochures, leaflets, advertisements and other materials relating to the Equipment.
- 1.15 **Agreement** – shall mean a sales agreement or a supply agreement for the Equipment concluded between VTS

Polska Sp. z o.o. and the Customer, on the terms set out in these GTC or on terms individually agreed between VTS Polska Sp. z o.o. and the Customer.

- 1.16 **Equipment** – shall mean air handling units and air conditioning units, as well as accessories, control systems, motor controllers and other optional components for such units, offered by VTS Polska Sp. z o.o. and manufactured by companies within the VTS group or by third parties on behalf of VTS Polska Sp. z o.o., or sold under the VTS brand (OEM products). Equipment shall also include other products offered by VTS Polska Sp. z o.o., including in particular air curtains, water heaters, heat recovery units and accessories, provided that they are ordered using the selection software ClimaCAD On-line 4.0 (CCOL 4.0 / CCOL).
- 1.17 **VTS** – VTS Polska Sp. z o.o., with its registered office in Gdańsk, Al. Grunwaldzka 472B, 80-309 Gdańsk, entered in the register of entrepreneurs of the National Court Register maintained by the District Court Gdańsk–Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS No.: 0000228531, VAT No.: 2040000450, REGON: 193116000, with a share capital of PLN 50,000.00.
- 1.18 **Order** – an order placed by the Customer as a result of acceptance of the Quotation.

§ 2

SCOPE OF THESE GTC

1. These GTC shall apply to all Agreements relating to the Equipment, including actions related to such Agreements as well as actions preceding the conclusion of such Agreements between VTS Polska Sp. z o.o. and Customers. These GTC shall also apply to Quotations, Orders and Order Confirmations issued by VTS Polska Sp. z o.o..
2. These GTC shall apply exclusively to sales to Business Entities and Customers who are natural persons conducting business activity as defined in clause 1.7. These GTC are not addressed to consumers.
3. These GTC are made available to Customers in Written Form at the registered office of VTS Polska Sp. z o.o. and at its sales offices, as well as in electronic form on its website at <https://vtsgroup.com/download/11/34>.
4. These GTC in the version in force on the date of conclusion of the Agreement shall apply.
5. These GTC shall apply on a supplementary basis to any individual arrangements agreed between the Customer and VTS Polska Sp. z o.o.. In the event of any discrepancies, the arrangements agreed by the Parties and confirmed in the Order Confirmation or in the Agreement concluded between the Parties shall prevail.
6. Provisions relating to Customers who are natural persons conducting business activity, as referred to in clause 1.7, shall apply exclusively to persons conducting business activity in the territory of Poland who meet the criteria for being treated as such Customers. To the extent that the law applicable to the registered office or place of business of the Customer provides for specific protection of a business entity entering into an agreement not directly related to its professional activity (including protection comparable to that afforded to consumers or otherwise granting preferential rights in connection with the purchase of the Equipment), the mandatory provisions of such law shall apply.

§ 3

QUOTATIONS AND ORDERS

1. The Customer shall submit a request for quotation to VTS Polska Sp. z o.o., providing the technical data and other parameters of the Equipment in which the Customer is interested. A request for quotation may be submitted by email or via the form available on the website www.vtsgroup.com, or by any other means indicated by VTS Polska Sp. z o.o. and communicated to the Customer.
2. VTS Polska Sp. z o.o. may enable the Customer to use a configuration software for the purpose of submitting a request for quotation, which allows the Customer to configure the Equipment in accordance with its needs (the "Configuration Software"). Use of the Configuration Software is voluntary and is available only for selected Equipment, in accordance with the information provided by VTS Polska Sp. z o.o.. The terms and conditions governing the use of the Configuration Software are set out below in § 4 of these GTC.
3. Based on the request for quotation submitted by the Customer, VTS Polska Sp. z o.o. shall issue a Quotation to the Customer in Written Form. The Quotation shall remain valid for the period specified therein or, if no such period is specified, for 30 days from the date of dispatch or delivery of the Quotation to the Customer.
4. Together with the Quotation, VTS Polska Sp. z o.o. shall send or provide the Customer with the Order Form and make these GTC available. The GTC may be made available either in Written Form in full or by providing the Customer with the address of the website on which VTS Polska Sp. z o.o. makes the GTC available.
5. Quotations issued by VTS Polska Sp. z o.o. may be accepted by the Customer only without reservations, amendments or additions.
6. If the Customer proposes any amendments or additions to the Quotation, VTS Polska Sp. z o.o. may, upon receipt of the Customer's comments and proposed changes, submit a revised Quotation to the Customer reflecting such comments and proposed changes to the extent accepted by VTS Polska Sp. z o.o.. VTS Polska Sp. z o.o. may also conduct further negotiations with the Customer in order to adapt the Quotation to the Parties' needs. VTS Polska Sp.

z o.o. shall not be obliged to submit a revised Quotation in accordance with the Customer's suggestions.

7. Any amendments proposed by the Customer to the Quotation shall in no way affect the content of the Quotation received by the Customer from VTS Polska Sp. z o.o.. Any changes or modifications to the Quotation require VTS Polska Sp. z o.o. to issue and submit a new Quotation to the Customer. The introduction of such changes may result not only in modifications to the characteristics of the Equipment but also to the Price. The new Quotation shall remain valid for the period specified therein or, if no such period is specified, for 30 days from the date of dispatch or delivery of the Quotation to the Customer.
8. In order to accept the Quotation and place an Order, the Customer shall submit to VTS Polska Sp. z o.o. a completed and signed Order Form in Written Form within the validity period of the Quotation.
9. The completed Order Form shall include at least the following information:
 - 9.1. full identification of the Customer (company name, legal form, address, telephone number, email address, as well as the full name of the person placing the Order and an indication of their authority to act on behalf of the Customer),
 - 9.2. VAT number or its equivalent,
 - 9.3. KRS number (in the case of entities entered in the National Court Register) or its equivalent (registration number in the relevant national register),
 - 9.4. the number of the Quotation to which the Order relates and the date of the Quotation,
 - 9.5. designation of the ordered Equipment (commercial names of the Equipment or their alphanumeric codes),
 - 9.6. quantity of the ordered Equipment,
 - 9.7. delivery date,
 - 9.8. place of delivery,
 - 9.9. additional delivery terms (if agreed between VTS Polska Sp. z o.o. and the Customer),
 - 9.10. signature of the person placing the Order..
10. By signing the Order Form, the Customer confirms that it has read and accepts the content of these GTC.
11. The Order shall be deemed to have been placed at the moment when VTS Polska Sp. z o.o. sends the Order Confirmation (OC) to the Customer).
12. VTS Polska Sp. z o.o. may refrain from sending the Order Confirmation to the Customer if it has reasonable doubts as to the accuracy of the data provided by the Customer in the Order Form referred to in § 3 clause 9 of these GTC. VTS Polska Sp. z o.o. shall promptly inform the Customer of any identified inconsistencies and request clarification. If the Customer fails to provide such clarification or if VTS Polska Sp. z o.o. considers it insufficient for the performance of the Order, VTS Polska Sp. z o.o. shall refuse to accept the Order for performance and shall inform the Customer accordingly.
13. The Agreement shall be deemed to have been concluded, and the performance of the Order shall commence, on the date on which the advance payment from the Customer is credited to the bank account of VTS Polska Sp. z o.o.. The terms of the advance payment are set out in § 5 of these GTC.
14. Withdrawal by the Customer from an Order confirmed by VTS Polska Sp. z o.o. after payment of the advance (termination of the Agreement) shall be permitted only in exceptional circumstances, by mutual agreement of the Parties and on terms agreed between them. Unless otherwise agreed by the Parties, in the event of termination of the Agreement, VTS Polska Sp. z o.o. shall be entitled to retain the advance payment in order to cover the costs incurred in connection with the commencement of performance of the Order.
15. If the Customer fails to pay the advance payment to the bank account of VTS Polska Sp. z o.o. within the agreed time limit, the Order shall be deemed cancelled and VTS Polska Sp. z o.o. shall have no obligation to perform it. VTS Polska Sp. z o.o. shall promptly inform the Customer of the cancellation of the Order. At the Customer's request, VTS Polska Sp. z o.o. may prepare a new Quotation for the Customer, which may include revised terms, in particular a new delivery date and a new Price.

§ 4

CONFIGURATION SOFTWARE

1. VTS Polska Sp. z o.o. may provide the Customer with access to the Configuration Software, by means of which the Customer may independently calculate the technical parameters that the Equipment should meet in relation to its needs, as well as select the appropriate Equipment (type, size, parameters, etc.).
2. The Configuration Software is available only for selected types of Equipment.
3. The Configuration Software is a tool intended to facilitate the Customer's configuration and selection of appropriate Equipment. VTS Polska Sp. z o.o. makes no representations or warranties as to the accuracy of the data obtained through the use of the Configuration Software.

4. VTS Polska Sp. z o.o. shall not be liable for the lack of suitability or adequacy of the Equipment for the Customer's needs where such Equipment has been selected and configured by the Customer using the Configuration Software. By choosing to use the Configuration Software and to order the Equipment based on the results obtained, the Customer assumes the risk and responsibility for any incorrect selection of the Equipment and its specifications.
5. The Customer may consult VTS Polska Sp. z o.o. regarding the results obtained through the use of the Configuration Software; however, this shall not affect the scope of liability of VTS Polska Sp. z o.o.. Clause 4 above shall apply. VTS Polska Sp. z o.o. shall not be obliged to provide the Customer with any advisory services in relation to the results obtained through the use of the Configuration Software. Any such consultations shall not constitute the provision of services.

§ 5

PRICE AND PAYMENT TERMS

1. The Customer shall pay VTS Polska Sp. z o.o. the price specified in the Order (the "Price"). The Price includes, depending on the Quotation, the following elements:
 - 1.1. the price of the Equipment,
 - 1.2. transport costs in accordance with the delivery terms agreed between VTS Polska Sp. z o.o. and the Customer in the Order,
 - 1.3. the cost of additional services agreed between VTS Polska Sp. z o.o. and the Customer..
2. The Price is stated in Polish zloty (PLN), unless otherwise specified in the Quotation or the Order. VTS Polska Sp. z o.o. may also state the Price in a foreign currency. In such case, VTS Polska Sp. z o.o. shall indicate the exchange rate according to which the amount will be converted into Polish zloty.
3. Where the performance of the Order requires the payment of customs duties, taxes or other charges directly related to the delivery of the Equipment, the obligation to pay such amounts shall rest with the Customer, unless otherwise provided under the Incoterms applicable to the Order or under the terms individually agreed for the Order.
4. In the event of any doubt as to whether the amounts stated by VTS Polska Sp. z o.o. are net or gross amounts, they shall be deemed to be net amounts. Value added tax (VAT) or other indirect taxes shall be added to the Price in accordance with the applicable laws and the taxation rules applicable to the Order, including, in particular, under the reverse charge mechanism, where applicable.
5. Unless otherwise specified in the Order, the Customer shall pay VTS Polska Sp. z o.o. an advance payment towards the Price without undue delay, and in any event no later than 14 (fourteen) days from receipt of the Order Confirmation from VTS Polska Sp. z o.o..
6. Unless otherwise specified in the Order, the advance payment shall amount to 30% of the Price.
7. VTS Polska Sp. z o.o. shall issue the Customer with a VAT invoice in accordance with applicable laws.
8. The Customer shall pay the Price to the bank account indicated by VTS Polska Sp. z o.o. in the VAT invoice. The date of payment shall be the date on which the funds are credited to the bank account of VTS Polska Sp. z o.o..
9. Unless otherwise specified in the Order, the Customer shall pay the full Price prior to delivery of the Equipment. This provision shall not apply to Orders financed by trade credit. In the case of trade credit, delivery of the Equipment shall only be possible after VTS Polska Sp. z o.o. has granted trade credit to the Customer. The terms governing the granting and use of trade credit are set out in § 6 of these GTC.
10. The Customer acknowledges that VTS Polska Sp. z o.o. may assign monetary claims arising from the Agreement, including future claims, to insurance institutions with which VTS Polska Sp. z o.o. cooperates. VTS Polska Sp. z o.o. shall notify the Customer of such assignment in a manner enabling proper performance of the payment obligation. Upon receipt of such notice, the Customer shall make payment in accordance with its terms, i.e. to the creditor indicated therein.
11. A Customer that is a Business Entity shall not be entitled to set off or offset any claims it may have against VTS Polska Sp. z o.o., including claims that are due and undisputed, against any claims of VTS Polska Sp. z o.o. against such Customer. VTS Polska Sp. z o.o. shall be entitled to set off any claims it may have against the Customer.
12. If the Customer is in delay with payment of the Price, in whole or in part, VTS Polska Sp. z o.o. shall be entitled to statutory interest for delay. In addition, VTS Polska Sp. z o.o. shall be entitled to suspend the performance of other Orders placed by the Customer until all outstanding amounts have been paid. VTS Polska Sp. z o.o. may request the Customer to settle the outstanding amounts within 7 (seven) days from receipt of the payment demand, under penalty of withdrawal by VTS Polska Sp. z o.o. from the Agreement. Upon expiry of this period and withdrawal from the Agreement by VTS Polska Sp. z o.o., VTS Polska Sp. z o.o. shall be entitled to retain the advance payment made by the Customer as compensation for the costs incurred in connection with the performance of the Agreement. VTS Polska Sp. z o.o. shall also be entitled to charge the Customer for storage of the Equipment until payment of the Price or withdrawal from the Agreement.
13. Following payment by the Customer of the outstanding Price together with the applicable interest for delay, if VTS Polska Sp. z o.o. has not exercised its right to withdraw from the Agreement in accordance with clause 12 above, VTS Polska Sp. z o.o. may resume the performance of the Orders and unilaterally set new delivery dates for the suspended Orders. Any change to the delivery dates made in the manner described above shall not constitute an

amendment to the Agreement within the meaning of § 17 clause 6 of these GTC, shall not require the Customer's consent and shall take effect upon notification to the Customer.

§ 6

TRADE CREDIT

1. VTS Polska Sp. z o.o. may allow deferral of payment of the Price, i.e. grant trade credit to a Customer with whom VTS Polska Sp. z o.o. maintains an ongoing business relationship. The granting of trade credit entitles the Customer to place Orders for Equipment with deferred payment terms. Trade credit constitutes a revolving limit in a currency agreed by the Parties, up to which the Customer may place Orders with deferred payment terms (the "Credit Limit"). Trade credit may not be used to pay the advance payment.
2. If the Price of the Equipment or the value of the Order exceeds the Credit Limit, the Customer may pay for the Order partially using the Credit Limit and, in the remaining part, by paying the relevant portion of the Price.
3. Trade credit shall be granted on a case-by-case basis, subject to agreement between the Parties, who shall determine the specific terms of the trade credit, including its amount, interest, repayment terms and currency.
4. Unless otherwise agreed by the Parties, the Credit Limit shall be valid for a period of 4 (four) months. Upon expiry of this period, any unused portion of the Credit Limit shall lapse.
5. Unless otherwise agreed by the Parties, the standard repayment period for trade credit, in respect of the utilised portion of the Credit Limit, shall be 30 (thirty) days from the date of issuance of the invoice documenting the purchase of the Equipment under the granted trade credit.
6. Failure to repay within the agreed time limit shall result in the accrual of statutory interest for delay or interest for late payment in commercial transactions, in accordance with applicable laws.
7. The granting of trade credit by VTS Polska Sp. z o.o. may be subject to an assessment of the Customer's credit risk and creditworthiness, conducted by VTS Polska Sp. z o.o. or by a third party acting on its behalf (including an insurer), and may be conditional upon the Customer providing appropriate security as referred to in clause 8 below. VTS Polska Sp. z o.o. shall also be entitled to reassess the Customer's credit risk and creditworthiness after the trade credit has been granted.
8. VTS Polska Sp. z o.o. may make the granting of trade credit conditional upon the Customer providing security for the repayment of the trade credit (the "Security"). The type of Security selected by the Customer and its terms must be approved by VTS Polska Sp. z o.o. and may not be amended without its consent, unless such amendment results from circumstances beyond the Customer's control. In such case, VTS Polska Sp. z o.o. shall be entitled to terminate the trade credit agreement with immediate effect if the new terms of the Security are not acceptable to VTS Polska Sp. z o.o.. In the event of such termination, the Customer shall lose the right to use the unused portion of the granted trade credit. The Customer shall also be obliged to pay the Price (in an amount equal to the utilised and terminated trade credit) within no more than 7 (seven) days from the date of termination.
9. In the event of expiry of the Security, the Customer shall, without undue delay and in any event no later than 7 (seven) days from the date of such expiry, provide new Security and submit to VTS Polska Sp. z o.o. a document confirming the establishment of the new Security. If the Customer fails to provide new Security, VTS Polska Sp. z o.o. shall be entitled to terminate the trade credit agreement with immediate effect. In the event of such termination, the Customer shall lose the right to use the unused portion of the granted trade credit. The Customer shall also be obliged to pay the Price (in an amount equal to the utilised and terminated trade credit) within no more than 7 (seven) days from the date of termination.
10. At the request of VTS Polska Sp. z o.o., the Customer shall provide all documents and information necessary to assess its creditworthiness and the risk of granting or continuing trade credit, including, in particular, its latest balance sheet, profit and loss account, a certificate from the tax authority confirming no outstanding tax liabilities, a certificate from the social insurance authority confirming no outstanding social security contributions, and tax returns. These documents shall be provided within 7 (seven) days from receipt of the request. If the Customer fails to provide the documents within this period, VTS Polska Sp. z o.o. may refuse to grant or continue the trade credit, and such refusal shall be deemed equivalent to immediate termination of the trade credit agreement, with effects as set out in clauses 8 and 9 above.
11. Upon submission by the Customer of the documents required by VTS Polska Sp. z o.o. and their acceptance as demonstrating the Customer's financial reliability, trade credit may be granted to the Customer or, as applicable, the Customer may continue to use the previously granted trade credit. In exceptional cases, the Parties may agree on a different deadline for the submission of the relevant documents than that specified above.
12. VTS Polska Sp. z o.o. shall have the right, at its sole discretion, to refuse to grant trade credit to the Customer without providing any reason.
13. VTS Polska Sp. z o.o. shall have the right to terminate the trade credit agreement in whole (withdrawal of the credit) or in part (reduction of the Credit Limit) with one week's notice, in the following circumstances:
 - a) the trade credit insurer reduces or withdraws the insurance limit granted to the Customer or refuses to continue providing such coverage due to an assessment of the Customer's financial situation,
 - b) VTS Polska Sp. z o.o. has reasonable doubts as to the Customer's solvency or financial condition, including on the

basis of information obtained from publicly available sources, debtor registers, commercial reports or ongoing business cooperation,

- c) enforcement, restructuring, insolvency or liquidation proceedings have been initiated against the Customer, or the Customer has filed for the initiation of such proceedings,
- d) the Customer has undertaken legal or factual actions that may jeopardise the satisfaction of claims of VTS Polska Sp. z o.o. (e.g. disposal of assets, transfer of business, change of legal form without notifying VTS Polska Sp. z o.o.),
- e) the ownership or organisational structure of the Customer has changed in a manner that may affect its ability to perform its obligations towards VTS Polska Sp. z o.o..

In such case, the Customer shall pay the Price (in an amount equal to the utilised and terminated trade credit) within no more than 7 (seven) days from the date of termination.

14. If VTS has reasonable grounds to question the Customer's financial standing, VTS shall be entitled to suspend the Customer's right to use any unused portion of the Credit Limit. The Customer may place new Orders; however, while the trade credit is suspended, such Orders may only be placed subject to an advance payment and subsequent payment of the Price in accordance with these GTC.
15. The withdrawal of the trade credit, suspension of the right to use the trade credit, as well as any reduction of the Credit Limit, shall be effected by VTS by way of a unilateral declaration addressed to the Customer. The declarations referred to above shall be made in Written Form and delivered to the Customer in person, by post or by electronic means. In such declaration, VTS shall specify the reasons for the change to the trade credit and justify its position. The circumstances referred to in clause 13 above may constitute grounds for such change.
16. Where the Customer places an Order using the trade credit, VTS shall, prior to commencing performance of the Order, verify whether the Customer's Credit Limit is sufficient to cover such Order (including whether multiple Orders have been placed whose aggregate value exceeds the Credit Limit). If the Credit Limit is exceeded, VTS shall promptly inform the Customer that the Order cannot be covered using the granted Credit Limit. In order to maintain the Order, the Customer may apply for new trade credit (including an increase of the Credit Limit) sufficient to cover the Order or pay the Price without using the trade credit. If the Customer fails to pay the Price or obtain new trade credit, the provisions regarding non-payment of the Price – § 5 clause 12 of these GTC – shall apply accordingly.

§ 7

DELIVERY AND ACCEPTANCE OF THE EQUIPMENT

1. VTS shall release or deliver the Equipment to the Customer within the timeframe specified in the Order Confirmation, provided that such timeframe is indicative only and may be subject to minor changes.
2. Upon completion of the Order and readiness to release it to the Customer, VTS shall provide the Customer with a Completion Confirmation of the Order.
3. The Customer shall collect the purchased Equipment within the period agreed by the Parties during the performance of the Order, but in any event no later than 7 days from the date the Completion Confirmation of the Order is provided to the Customer.
4. Upon being informed that the Equipment is ready for delivery or collection, the Customer shall provide the delivery address if it has not been specified in the Order or has changed, unless the Equipment is to be collected in person from the VTS warehouse.
5. Until the Customer has satisfied all conditions agreed by the Parties and resulting from these GTC (collectively, the Agreement), including, in particular, § 5 clause 9 of these GTC (payment of the full Price), VTS shall be entitled to suspend the release of the Equipment, and the delivery dates specified by the Parties in the Order Confirmation shall be extended accordingly, without VTS being deemed in default).
6. The Equipment shall be delivered, depending on its size, as follows:
 - 6.1. fully assembled;
 - 6.2. pre-assembled in AHU sections for connection at the site; or
 - 6.3. in packages placed on sealed pallets for assembly at the site.
7. Where the Equipment is delivered to the Customer fully assembled or in assembled sections, the delivery date may be extended by the time required for assembly (in full or in sections) at the VTS warehouse (HUB).
8. The Equipment shall be delivered in accordance with Incoterms® 2020, in line with the Incoterms rule selected and specified by the Parties in the Order Confirmation. All details regarding the place of collection, loading, etc. shall be specified in the Order Confirmation.
9. VTS reserves the right to limit delivery to selected Incoterms rules specified by VTS for each type of Equipment, where required to ensure the proper operation of the Equipment; in particular, delivery of the Equipment under EXW Incoterms® 2020 shall be permitted only for certain types of Equipment.
10. Where the Equipment is delivered under EXW Incoterms® 2020, VTS shall load the Equipment onto the Customer's transport.
11. If the shipment or collection of the Equipment is delayed due to reasons attributable to the Customer, the risk of accidental loss of or damage to the Equipment shall pass to the Customer on the originally agreed date of shipment

or collection, in accordance with the Incoterms rule applicable to the relevant Order. From that moment, the Equipment shall be stored at the Customer's expense, and VTS shall be entitled to charge storage fees in accordance with clause 13 below.

12. The Customer shall collect the Equipment from the carrier at the designated place of destination (in the case of delivery under Incoterms rules other than EXW Incoterms® 2020) or from the VTS warehouse (HUB) (in the case of delivery under EXW Incoterms® 2020).
13. Where the place of release of the Equipment is the VTS warehouse (HUB), the Customer shall collect the Equipment within the period agreed by the Parties or resulting from these GTC (§7 clause 3); if the Customer fails to collect the Equipment within this period, VTS shall be entitled to charge a storage fee for each commenced week starting from the eighth (8th) day after the scheduled collection date, with VTS granting the Customer an additional 7 days to collect the Equipment without charge; the storage fee shall amount to 2.5% of the Order value for each commenced week thereafter and shall be payable based on invoices issued monthly, taking into account the number of commenced weeks within the billing month; charging the storage fee shall not affect VTS's right to claim damages exceeding such fees if the actual loss (including storage, insurance, securing costs, or losses due to blocked warehouse capacity) exceeds the storage fees; the risk of accidental loss or damage shall pass to the Customer on the date the Equipment should have been collected according to the agreed schedule.
14. Where the place of release of the Equipment is the destination specified by the Customer, the Customer shall collect the Equipment from the carrier at the date and time agreed by the carrier; if the Equipment is not collected on time or is returned to the VTS warehouse (HUB), the Customer shall reimburse VTS for the return transport costs, and if VTS incurs a loss exceeding such costs, the Customer shall pay damages equal to the amount of such loss; VTS shall also be entitled to charge a storage fee for each commenced week of storage of Equipment returned to the VTS warehouse, in accordance with §7 clause 13, with the storage fee calculated from the first (1st) day following the scheduled collection date; redelivery of the Equipment to the Customer at a new date shall be subject to the Customer covering the cost of such transport.
15. The Equipment shall be released to the Customer or the Customer's authorised representative on the basis of an Acceptance Certificate or a delivery note; if the Customer or such representative is not present at the place of release or refuses to sign the Acceptance Certificate or delivery note without providing any reason, VTS shall be entitled to execute the Acceptance Certificate or delivery note unilaterally.
16. Where the Equipment is to be shipped by VTS to the place of destination specified by the Customer, the release of the Equipment shall be confirmed in the carrier's consignment note issued for the transport of the Equipment to such destination; VTS uses external carriers, freight forwarders and couriers; it is agreed that the release of the Equipment shall be deemed to occur at the moment VTS entrusts the Equipment, for the purpose of its delivery to the place of destination specified by the Customer, to a professional carrier, including, in particular, a transport, forwarding or courier company.
17. Where the place of release of the Equipment is the VTS warehouse (HUB), the Customer or the Customer's authorised representative shall, upon release of the Equipment, verify its completeness, general technical condition and the documents to be provided under the Agreement; if the Customer raises any reservations as to the completeness or condition of the Equipment or the related documentation, the Parties shall prepare an appropriate complaint report.
18. The Customer's signature or the signature of the Customer's authorised representative on the Acceptance Certificate or on the delivery document (WZ), without a complaint report being prepared, shall constitute confirmation that the Equipment has been inspected and accepted without reservations, without prejudice to the Customer's rights arising from non-conformity of the goods with the Agreement and under the warranty, to the extent and on the terms set out in these GTC and in the warranty card; where the Equipment is delivered to the place of destination specified by the Customer, the Customer shall, prior to confirming receipt in the carrier's consignment note, verify:
 - 18.1. that the packaging of the Equipment shows no signs of mechanical damage that may have occurred during transport;
 - 18.2. that the packaging shows no signs of tampering (e.g. damage to sealing tape); and
 - 18.3. that the number of packages/sections corresponds to the number stated in the carrier's consignment note.
19. Any of the above circumstances must be recorded by the Customer in the carrier's consignment note or in a complaint report submitted to the carrier prior to signing for receipt of the Equipment; if the Customer raises any reservations as to the completeness or technical condition of the Equipment or the related documentation, the Customer shall prepare an appropriate complaint report and submit it to VTS no later than 7 (seven) days from the date of receipt of the Equipment from the carrier; VTS shall consider the complaint within 14 (fourteen) days from the date of its receipt.
20. If, after the expiry of 7 days from the date on which VTS informed the Customer that the Equipment is ready for release, the Customer refuses to collect the Equipment or persistently delays or refuses to agree a collection date, VTS shall be entitled to request the Customer to collect the Equipment within an additional period of not less than 7 days from the date of delivery of such request, which shall be made in Written Form; if, after the expiry of the period specified in such request, the Customer fails to collect the Equipment, VTS shall be entitled to withdraw from the Agreement, retain the Price paid as a contractual penalty and retain the Equipment; until a notice of withdrawal from the Agreement is issued, VTS shall be entitled to charge storage fees in accordance with § 7 clause 13 of these GTC.
21. The provisions of clause 20 above shall apply accordingly to cases where the Customer fails or refuses to collect Equipment purchased using the trade credit; in such case, when requesting the Customer to collect the Equipment within an additional period of not less than 7 days from the date of delivery of such request, VTS shall also reserve

the right to withdraw from the trade credit agreement; in the event of such withdrawal, VTS may retain any amounts paid towards repayment of the trade credit as a contractual penalty.

22. Where the Customer has also ordered services under the Agreement, the Customer shall ensure that appropriate conditions are in place for their performance by VTS or its subcontractors; in case of doubt, the Customer shall verify with VTS whether the conditions at the place of performance allow for the proper provision of the services; the Customer shall be responsible for any failure to ensure appropriate conditions for the performance of the services.

§ 8

RETENTION OF TITLE

1. Until the Customer has paid the full Price for the Equipment and the Equipment has been released to the Customer, the Equipment shall remain the exclusive property of VTS; the retention of title shall not apply to sales made using the trade credit.
2. Until title to the Equipment passes to the Customer, the Customer shall:
 - 2.1. preserve all markings on the Equipment so that it can be identified as the property of VTS;
 - 2.2. protect the Equipment against loss or damage.
3. In the event of a threat to VTS's interests, including, in particular, where the Customer's financial situation has materially deteriorated after conclusion of the Agreement, enforcement proceedings are initiated against the Customer's assets, or the Customer is in delay with payment of the Price, the Customer shall, upon VTS's request, return the Equipment (if already delivered) to VTS where title thereto remains with VTS or inform third parties (including any enforcement authority) that the Equipment is the property of VTS.
4. In the event of return of the Equipment subject to retention of title, the Customer shall pay VTS compensation for any wear or damage to the Equipment.

§ 9

ASSEMBLY AND SECTION JOINING

1. The provisions of this section shall apply exclusively to AHU Equipment; they shall not apply to air curtains, water heaters or heat recovery units unless the Parties expressly agree otherwise in the Agreement or in the Order Confirmation.
2. VTS provides assembly services for Equipment delivered to the place of destination specified by the Customer, subject to clause 5 below; the service is provided for an additional fee ("Assembly Services"); the Assembly Services do not include section joining for AHU Equipment; the Assembly Services are provided exclusively within the territory of Poland and only for Equipment sold in Poland.
3. VTS provides section joining for AHU Equipment delivered to the place of destination specified by the Customer in pre-assembled sections ready for joining, subject to clause 6 below; the service is provided for an additional fee ("**Section Joining**"); section joining does not include any other services unless expressly agreed; section joining is provided exclusively within the territory of Poland and only for Equipment sold in Poland.
4. Assembly and section joining (collectively, the "**Services**") may be performed—subject to clause 6 below—exclusively by an authorised service provider authorised by VTS and holding a relevant VTS authorisation certificate permitting the performance of such services (an "**Authorised Service Provider**"); the current list of Authorised Service Providers is available at www.vtsgroup.com and at VTS sales offices; to the extent not otherwise regulated, the provisions of these GTC applicable to Assembly shall apply accordingly to section joining.
5. Assembly or section joining may be provided subject to the condition that the distance, measured in a straight line, between the place of business of the nearest Authorised Service Provider and the place of destination specified by the Customer (the site where the Equipment is to be assembled or the sections joined) does not exceed 200 km).
6. VTS does not provide section joining for AHU Equipment intended for self-assembly; in such cases, the Customer shall perform the joining of AHU sections at its own responsibility; when joining AHU sections, the Customer shall follow the separate instructions supplied with the AHU sections as part of the assembly kit and the O&M Documentation; the Customer may commission section joining for such Equipment to an Authorised Service Provider for an additional fee agreed between the Customer and such provider and based on the service price list of the Authorised Service Provider; the Authorised Service Provider shall commence performance of section joining for such Equipment upon the Customer placing an order with the Authorised Service Provider, on the basis of an invoice issued by that provider.
7. The Customer shall notify VTS of its readiness for Assembly or section joining by providing a notice of readiness; such notice shall be provided at least 7 (seven) days prior to the planned commencement date specified in the Order Confirmation; if the Customer submits an unjustified notice of readiness for Assembly or section joining, the Customer shall bear the costs thereof in accordance with the service price list of the Authorised Service Provider, on the basis of an invoice issued by that provider.
8. At the place where Assembly or section joining is to be performed, the Customer shall:

- 8.1. ensure the completeness of AHU packages/sections from the time of collection until the commencement of Assembly or section joining;
- 8.2. prepare the place of performance in accordance with the requirements set out in the O&M Documentation, including, in particular, the provision of additional safe structures where work is to be carried out above 1.5 m above floor level;
- 8.3. prepare the installation conditions and foundations for the Equipment in accordance with the requirements set out in the O&M Documentation;
- 8.4. provide all necessary assistance for the performance of the services, including, for example, access to electrical power located no more than 20 metres from the place of performance and adequate lighting of such place;
- 8.5. ensure that the place of performance complies with applicable health and safety regulations; where required for safety or organisational reasons related to the services performed by the Authorised Service Provider, the Customer shall provide appropriate Equipment, tools or access to power in accordance with applicable health and safety regulations..
9. The Authorised Service Provider shall commence Assembly or section joining within the period specified in the Order Confirmation, but in any event no later than 90 days from the date of receipt of the Customer's notice of readiness, unless the Customer has failed to meet the requirements set out in clause 8, in which case clause 12 shall apply.
10. Where, upon commencing Assembly or section joining, the Authorised Service Provider determines that the place of performance does not meet the requirements set out in clause 8 above or in the O&M Documentation, VTS shall be entitled to suspend performance of the services until the Customer brings the place of performance into compliance with such requirements or until the expiry of the period referred to in clause 12; in particular, the Authorised Service Provider shall be entitled to refrain from performing the services where their performance could expose members of the service team to a risk of injury or loss of life or to damage.
11. The Customer may, for an additional fee, commission the Authorised Service Provider to perform additional works necessary for the proper performance of Assembly or section joining, including the works referred to in clause 7 above; the Authorised Service Provider shall commence such additional works upon the Customer placing an order with the Authorised Service Provider, on the basis of an invoice issued by that provider; the costs of such additional works shall be determined in accordance with the Authorised Service Provider's service price list, which shall be made available to the Customer prior to the ordering of such works.
12. If, within 14 (fourteen) Business Days from the Customer's notice of readiness for Assembly or section joining, the Customer fails to perform the obligations set out in clause 8 above or to commission their performance to the Authorised Service Provider, VTS shall require the Customer to perform the obligations set out in clause 8 without undue delay, but no later than within 7 days, under penalty of withdrawal from the Agreement with respect to the Services; if such period expires and VTS withdraws from the Agreement, VTS shall be entitled to retain the Price paid for the Services as a contractual penalty.
13. Subject to clauses 6 and 12 above and in accordance with the warranty terms for AHU Equipment, Equipment for which Assembly or section joining has not been performed by an Authorised Service Provider shall not be covered by the VTS quality warranty.
14. Assembly or section joining may be performed after the period referred to in clause 9 or at a place of destination located more than 200 km from the nearest Authorised Service Provider, by an Authorised Service Provider on the basis of a separate order placed by the Customer and for an additional fee payable to such provider; the Authorised Service Provider shall commence Assembly or section joining upon the Customer placing such order; the fee for the performance of the services under the above conditions shall be determined in accordance with the Authorised Service Provider's service price list, which shall be made available to the Customer prior to placing the order.
15. Completion of Assembly or section joining shall in each case be confirmed in writing by the Authorised Service Provider and the Customer or the Customer's authorised representative; a template of the completion protocol for Assembly or section joining is available at www.vtsgroup.com
16. and at VTS sales offices; the Authorised Service Provider shall be entitled to carry out unilateral acceptance of the services, i.e. to sign the above completion protocol on behalf of the Customer, in the following cases:
- 16.1. the Customer fails to attend acceptance despite prior written notice of the acceptance date and reasonable attempts to agree such date; or
- 16.2. the Customer refuses to sign the completion protocol without providing valid reasons.
17. VTS shall not be liable for any missing or incomplete Equipment where the Authorised Service Provider, upon commencing Assembly or section joining, determines at the place of performance that the packaging of the packages/sections has been materially damaged or that any packages/sections are missing; the Authorised Service Provider shall be entitled to refuse to perform the services where, due to such deficiencies, assembly of the Equipment is not possible; the Customer shall bear the costs of any activities undertaken by the Authorised Service Provider in an attempt to perform the services (including travel and labour costs of the service team); the Parties shall settle the Price paid for the Services accordingly; the Customer's obligations regarding inspection of the shipment are set out in § 7 clauses 18–19 of these GTC.
18. For the avoidance of doubt, Assembly or section joining performed by the Authorised Service Provider shall not

include:

- 18.1. preparation of electrical installations, power circuits, connection of heating and cooling media, or installation of heat exchanger valves;
 - 18.2. preparation of the place of performance of Assembly, including, in particular, horizontal transport and moving AHU packages/sections to the final installation location;
 - 18.3. preparation of additional supporting structures, disassembly and reassembly of the Equipment, disconnection and reconnection of AHU sections, or any additional works required to remove obstacles to Assembly;
 - 18.4. wiring, installation (other than a frost protection thermostat) and commissioning of control and automation components, or motor zeroing of the Equipment;
 - 18.5. positioning, levelling and anchoring of the Equipment;
 - 18.6. connection of the Equipment to ventilation ducts, as well as hydraulic and electrical connections;
 - 18.7. commissioning of the Equipment;
 - 18.8. disposal of packaging in which the Equipment was delivered, provided that VTS shall clean the place of Assembly by collecting waste in one location within a radius of up to 20 m from the Equipment..
19. Unloading of packages containing Equipment components from the means of transport by the Customer, as well as their transport to the Assembly site and to the final installation location, shall be carried out using appropriate specialised equipment (e.g., forklift or crane) and suitably qualified personnel; from the date of collection until the commencement of Assembly, the packages shall be stored on a flat, level, stable surface protected from weather conditions, away from areas of moving machinery (including vehicles, cranes, and other construction equipment), and in a location where they are not exposed to mechanical damage, moisture, aggressive chemicals, dust, sand, or other external factors that could adversely affect their condition; any damage resulting from improper transport, unloading, or storage by the Customer shall not be covered by the warranty, and any related claims shall not be considered by VTS, unless otherwise provided in the Order Confirmation or under the applicable Incoterms rule.

§ 10

WARRANTY AND LIABILITY FOR DEFECTS

1. VTS provides a warranty for the Equipment in accordance with the VTS warranty terms applicable to the relevant Equipment, available at www.vtsgroup.com and, in the case of heat recovery units, at www.homer-ventilation.com, as well as at VTS sales offices; the exercise of rights under the warranty shall be based on information enabling identification of the Equipment and the date of purchase, including, in particular, proof of purchase and (if issued) the warranty card.
2. Warranty cards shall be provided together with the Equipment either in paper form or in electronic form; for the purposes of these GTC, provision of a warranty card in electronic form shall include both sending the warranty card to the Customer by email and placing on the Equipment a code, the scanning of which using a device with Internet access redirects the Customer to a website containing the warranty card.
3. The Parties exclude VTS's liability towards a Customer that is a Business Entity for defects in the Equipment under statutory liability for defects.
4. To the maximum extent permitted by the law governing the Agreement, VTS excludes all warranties, conditions and representations, whether express or implied, including, in particular, any implied warranties or conditions as to fitness for a particular purpose, merchantability, or conformity with any specific use or the expectations of a Business Entity, unless expressly and unambiguously set out in Written Form in the Agreement.
5. The Customer represents and confirms that:
 - a. has independently selected the goods, including their technical parameters, configuration and intended use for a specific project or installation;
 - b. has not relied and does not rely on any statements, assurances, recommendations, simulations, marketing materials, catalogue descriptions or advice of VTS, its employees or representatives that have not been expressly incorporated into the Agreement;
 - c. bears full responsibility for the compliance of the goods with technical, design and legal requirements, as well as with standards applicable at the place of their installation and use..
6. Any technical information, performance data, product descriptions or support provided by VTS before or after the conclusion of the Agreement shall be for information purposes only and shall not constitute any representation or warranty unless expressly designated as binding and explicitly incorporated into the Agreement.
7. VTS's liability for defects in the goods shall be limited exclusively to the scope and remedies expressly provided for in these GTC, to the exclusion of any other claims of a Business Entity, including, in particular, claims for loss of profit, downtime, project costs or third-party claims.

§ 11

COMPLAINTS

1. For the purposes of this section, a "complaint" shall mean the exercise of rights by a Customer acting as a consumer in connection with the non-conformity of the goods with the Agreement; complaints under the warranty shall be handled in accordance with the procedures set out in the VTS warranty terms applicable to the relevant Equipment.
2. Complaints relating to non-conformity of the goods with the Agreement may be submitted online by completing the form available at www.vtsgroup.com.
3. The Customer shall provide in the complaint:
 - 3.1. contact details (e.g. name, email address or telephone number);
 - 3.2. a description of the defect in the Equipment;
 - 3.3. the date on which the defect was identified;
 - 3.4. the requested method of handling the complaint.
4. The complaint shall be handled by VTS within 14 days from the date of its receipt; VTS shall promptly inform the Customer acting as a consumer of the outcome.
5. VTS's liability for non-conformity of the goods with the Agreement shall last for 2 years from the date of release of the Equipment to the Customer acting as a consumer.
6. In all other respects, liability for non-conformity of the goods with the Agreement shall be governed by applicable statutory provisions, in particular the provisions of the Act of 30 May 2014 on Consumer Rights (consolidated text: Journal of Laws of 2024, item 1796)).

§ 12

VTS LIABILITY

1. VTS shall be liable towards a Business Entity only for damage resulting from non-performance or improper performance of the Agreement and caused intentionally (wilful misconduct); VTS's liability shall be limited to the amount of the Price obtained from the sale of the Equipment in connection with which the damage occurred; this limitation of liability shall not apply to personal injury.
2. VTS shall not be liable towards a Business Entity for:
 - 2.1. any loss suffered by the Customer resulting from downtime, interruption of production or sales;
 - 2.2. any loss caused by Equipment downtime during the period of waiting for warranty services;
 - 2.3. any loss arising between the date of delivery of the Equipment and the commencement of Assembly or section joining, caused by the Customer or persons acting on its behalf;
 - 2.4. any loss resulting from improper storage of the Equipment by the Customer after delivery to the place of delivery or failure to provide appropriate protection as specified in the O&M Documentation;
 - 2.5. any loss to the Customer's property other than the Equipment.
3. VTS shall not be liable towards a Business Entity for the suitability of the Equipment for the purpose intended by the Business Entity.

§ 13

CONTRACTUAL PENALTIES

If the Customer fails to collect the Equipment within the period agreed by the Parties or resulting from these GTC, VTS shall be entitled to demand payment of a contractual penalty in the amount equal to the Price of the uncollected Equipment; VTS reserves the right to claim damages exceeding the amount of the contractual penalty on a general basis.

§ 14

TERMINATION OF THE AGREEMENT (CANCELLATION OF THE ORDER)

1. Customer that is a Business Entity shall not be entitled to terminate or withdraw from the Agreement, unless otherwise agreed by the Parties in the Order.
2. Termination of the Agreement (cancellation of the Order) may be effected by mutual agreement of the Parties, on terms individually agreed by the Parties.
3. Customer acting as a consumer who has concluded a distance contract or an off-premises contract shall have the right to withdraw from the Agreement without stating any reason within 14 days from the date of delivery of the Equipment, unless the Equipment is non-prefabricated and manufactured according to the Customer's specifications or serves to meet the Customer's individual needs (custom-made Equipment)).

§ 15

CHANGE OF CIRCUMSTANCES AND FORCE MAJEURE

1. In the event of a change in economic, commercial, financial, or political circumstances that the Parties could not reasonably have foreseen at the time of the Agreement, and which renders performance by VTS excessively onerous or exposes either Party to significant loss, each Party shall promptly negotiate revised terms to restore contractual balance; the Party whose situation has deteriorated shall notify the other Party in Written Form without undue delay, failing which the notice shall be null and void; if no agreement is reached within 30 days, the Agreement shall terminate with respect to the part not yet performed on the first day following the expiry of the 30-day period; for the avoidance of doubt, where termination occurs after one Party has performed part of its obligations but before the other Party has performed the corresponding part, the latter Party shall remain obliged to perform its corresponding part; any Price paid for the unperformed part shall be refunded proportionally.
2. If obligations under the Agreement are prevented by force majeure, the affected Party shall be suspended from fulfilling them for the duration of the force majeure event, to the extent affected, and shall not be liable for non-fulfilment during that period, subject to clause 4.
3. "Force majeure" shall mean any sudden, unforeseeable external event beyond the control of either Party that affects the performance of the Parties' obligations and could not have been prevented by the Parties, including, in particular, fire, flood, explosion, storm, war, riots, strikes, natural disasters, decisions of public authorities, interruptions in the supply of electricity, gas, water or heating, Equipment failures, and similar events.
4. If a force majeure event continues uninterrupted for more than 90 calendar days from the date of its occurrence, the Agreement shall automatically terminate at the end of the 90th day from the commencement of the force majeure event, without any further declaration by either Party.

§ 16

PRIVACY PROTECTION

1. The rules for the processing of personal data and the use of cookies are set out in the privacy policy available on the VTS website at <https://vtsgroup.com/pl/polityka-prywatnosci>.

§ 17

FINAL PROVISIONS

1. These GTC shall apply to all Agreements of which they form an integral part and shall be governed by Polish law, except where mandatory provisions of the applicable law under conflict-of-law rules provide otherwise.
2. The United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980, shall not apply to these GTC..
3. All information concerning VTS's business that is not publicly known shall be treated as confidential and constitutes a trade secret within the meaning of Article 11(2) of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Journal of Laws 2026, item 85). The Parties agree not to disclose confidential information to any third party (except that VTS may disclose such information to entities within the capital group) or use it for purposes other than the performance of the Agreement. Third parties shall not include the Parties' advisors, accountants, or legal counsel, provided that they have access to confidential information solely to the extent necessary to perform obligations under this Agreement and are bound to maintain confidentiality on terms no less restrictive than those set out herein. The Customer shall take all reasonable steps to prevent the disclosure of confidential information to unauthorised persons. If the Customer is required by mandatory law to disclose confidential information, it shall promptly notify VTS (to the extent legally permissible) and cooperate with VTS to minimise or eliminate the risk of any adverse consequences resulting from such disclosure.
4. All intellectual property rights, including trademarks, specifications, drawings, and other materials related to the Equipment and its production process, shall remain the property of VTS, a VTS group company, or the Equipment manufacturer, as applicable; under the Agreement, the Customer acquires no rights, licenses, or interest in any such intellectual property.
5. The Customer shall promptly notify VTS of any change of its registered office or correspondence address; such notice shall be given in Written Form. Failure to provide such notice shall render any communications sent to the address indicated in the Order or in the Agreement effective.
6. Any statements, notices or requests related to these GTC or the Agreement shall be deemed effectively delivered if they have been sent:
 - a) by registered mail to the other Party's last known address — upon expiry of the collection period indicated in the delivery notice, even if the addressee did not collect the mail;
 - b) by email to the address provided by the other Party in the Agreement or for correspondence — on the date of sending, provided that the sender has not received an automatic delivery failure notification.

7. Any amendments to the Agreement shall be made in Written Form, otherwise shall be ineffective.
8. Any disputes arising between the Parties in connection with the Agreement shall be resolved by the courts of Poland, competent for the seat of VTS, and, in the case of Customers acting as consumers, by the court competent for the Customer's place of residence.
9. If any provision of these GTC is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions; in such a case, the invalid or unenforceable provision shall be replaced, directly or by analogy, with the applicable provisions of law.
10. This version of the General Terms and Conditions of Sale shall apply from 15 April 2026.