

General Terms and Conditions of Sale

§ 1. General provisions

1. The following General Terms of Sale (hereafter referred to as "GTCS") govern the rules for the selling of new and used medical equipment, especially in the form of patient monitoring devices, operating tables and lamps, cardiomonitors, cables, rehabilitation equipment, operating microscopes, surgical appliances, visual diagnostics devices, medical furniture, reanimation devices and veterinary equipment (hereafter referred to as "Item of Sale"), done by the STOTKO Group sp. z o.o. company, headquartered in Opole (45-920) at ul. Jesienych Liści 2G, KRS: 0000804867, NIP: 8982253007, REGON: 384407630, using the trade names "Kera-Med" and "Arestomed" and "Części Medyczne" and "Parts4med" (hereafter known as "the Seller"), to entities, which at the time of forming a sales contract or placing an order are a legal or business entity in the understanding of the Entrepreneurs Law Act of 6.03.2018, and the Sales Contract is directly associated with the business activities of the entity, and is professional in nature (hereafter known as "the Buyer").

2. The GTCS serve as the general terms for contracts as per Article 384 of the Civil Code and are applicable to any and all contracts made by the Seller, including direct and indirect ones, as well as those from Internet sites. The most current GTCS are available on the Seller's website under the address www.arestomed.pl, www.czescimedyczne.pl, www.parts4med.com.

3. The Buyer is obliged to familiarize themselves with this GTCS before proceeding with any purchase. By forming a Sales Contract with the Seller, the Buyer is understood to have read the GTCS.

4. If the Buyer has their own GTCS and does not notify the Seller immediately in written form that they do not intend to follow this GTCS for

the Sales Contract, this GTCS will supersede any other such documents and regulations in applied by the Buyer.

§ 2. Forming the Contract

1. Offers, price lists, brochures, commercials, information, photographs and videos owned by the Seller are not binding (they do not constitute an offer in the understanding of Article 66 and the subsequent Articles of the Civil Code), and serve only as an invitation to form a sales contract.

2. The document that certifies the formation of a Sales Contract is the sales order confirmation or the invoice issued by the Seller. The Seller reserves the right to make corrections to the invoice, especially in terms of the named price, in the case of a clerical error. The clerical mistake can be identified in data not matching arrangements made between the two parties, including the price.

3. By forming a Sales Contract the Buyer confirms that the technical state of the Item of Sale is known to them and does not raise any objections regarding it.

4. The Seller notes that a second-hand Item of Sale may not have the full complement of basic and/or additional elements, such as that could be found in an original and new device. The Seller is in no way responsible for these missing elements. Supplementary devices for calibration and testing, instructions, instruction manuals, technical manuals, installation guides, unique service keys, EU compatibility statements, accessories, additional gear, software licenses and similar are issued to the Buyer by the Seller, provided they are in the Buyer's possession.

5. The Seller is in no way obliged to the Buyer should the producer of the Item of Sale end technical support for such a device.

6. The Item of Sale remains in possession of the Seller until the Buyer completes all payments required by the Sales Contract.

7. The Buyer agrees to maintain in secret and to not use for any other purposes than fulfilling the agreement with the Seller any and all information related to the Seller, including technical, technological, sales information (especially with regards to sales markets, marketing, size of the sale, price lists in use, listing of business partners and business plans), as well as organizational information on the Seller (in particular the details regarding information management and sharing), as well as the clientele and suppliers of the Sellers.

8. If it is the Buyer's wish, the Seller can pre-book the device, after the Buyer makes an initial payment based on a VAT invoice formally issued by the Seller. For the prebooking to be valid (i.e. for the Seller to remove it from their website and temporarily render it not available for purchase) it is necessary for the Buyer to pay the formal invoice in a timely manner. Failure to make the payment for the formal invoice is equivalent to no prebooking being made for the device.

§ 3. Payment

1. The price of the Item of Sale is a net value and does not include additional services (e.g. transportation).

2. The payment of the price with the due VAT included is made by the Buyer via bank transfer to the Seller's bank account, as it is stated in the VAT invoice.

3. The sales price and those of any additional services have to be paid for before the Item of Sales is issued to the Buyer or before the formation of a delivery contract by the Seller on behalf of the Buyer, unless a different arrangement is made in written form. The Seller is not responsible for any additional costs incurred due to bank transfer costs or differences in exchange rates.

4. The Buyer may agree to the delivery of invoices, correctory invoices, copies of invoices, notes, correctory notes in digital form, by providing the Seller with a suitable e-mail address.

5. Any prepayments made by the Buyer are not subject to interest.

6. If the Buyer fails to make the required payments on time, the Seller has the right to demand interest on the delayed sum up to the maximum interest. In the case of failure to make payments for interest on costs other than the price of the Item of Sale, the Seller will count any payments made by the Buyer as covering the costs first, then the interest, and only after these have been completely covered, the principle amount due.

7. The Buyer has no right to reduce their financial obligations to the Seller's claims nor do they have the right to withhold.

8. If the parties make a special arrangement for the payment of the sales price to be made after the delivery of the Item of Sale and the Buyer fails to make the payment, the Seller has the right to withdraw from the Sales Contract within 90 days of the date named as the payment deadline on the Seller's VAT invoice.

§ 4. Issuance of the Item of Sale

1. The Buyer is obliged to collect the device in person from the Seller in the latter's headquarters during regular business hours, at a date suggested by the Seller. The date is not binding for the Seller. The Buyer is allowed to authorize a different person, including the contracted transporter, to collect the Item of Sale on their behalf.

2. Should the Buyer wishes so, the Seller may form a delivery contract with the transporter on behalf of the Buyer. All costs and risks resulting from the execution of said contract are placed on the Buyer. In such a case the risk of loss and damaging of the Item of Sale are transferred onto the Buyer at the time of issuing the Item of Sale to the transporter (i.e. as

soon as the loading or transportation of the Item of Sale begins). The Seller is not responsible for the loss, defect or damaging of the Item of Sale that occur after it is taken into transportation and until it is given to the Buyer, nor for any delay in the delivery. If the parties make a special arrangement for the payment of the sales price to be made after the delivery of the Item of Sale, the Buyer is not freed of the obligation to cover the sales price in the situation that the Item of Sale is lost or damaged during transportation, unless the loss or damage is the result of an action or negligence on the side of the Seller.

3. The Buyer should examine the Item of Sale upon collecting it from the transporter. If any fault or damage is identified as having occurred during the transportation of the Item of Sale, the Buyer should take all actions necessary to determine the accountability of the transporter, especially in the form of documenting the faults in written form and refusing to receive the defective Item of Sale.

4. In the case of the workings of a force majeure or a temporary disruption in the functioning of the Seller's business services or their suppliers that render the agreed upon delivery or completion date impossible, the said date will be adjusted by the duration of the circumstances affecting the delivery date of Item of Sale. In such a situation, the Seller will notify the Buyer about the new expected date when the Item of Sale is to be issued.

5. If the Buyer fails to collect the Item of Sale on the agreed date, the Seller is allowed to collect a storage fee in the amount of 100 PLN for each started day.

§ 5. Personal information

1. The Seller functions and processes personal information as the Personal Information Administrator in accordance with generally applicable laws.

2. Personal information is processed for the purposes of carrying out the Sales Contract for the purposes and by means of direct marketing, which is in itself the pursuit of legally justified business.

3. Due to the processing of personal information, the Buyer has the following rights: to access the content of the information as well as to demand any corrections, removal or limit the processing of the information; transfer of the information; filing a complaint with the overseeing authority.

4. More information on personal data processing can be obtained by contacting the headquarters of the Seller or by contacting the Seller via e-mail or post.

§ 6. Liability

1. With the exclusion of point § 7 below, the Seller does not make any assurances regarding the quality or technical state of the Item of Sale.

2. Before forming the Sales Contract the Buyer is obliged to - personally or via an authorized third party for which the Buyer takes full responsibility - assess the technical state and applicability of the Item of Sale with regards to the intended use. As a business entity, the Buyer should conduct a professional assessment.

3. By committing to the Sales Contract the Buyer confirms the completion of the assessment and accepts the technical state of the Item of Sale.

4. Subject to the warranty rights referred to in §7 below, liability is excluded.

5. The Seller is not responsible for circumstances such as a producer ceasing the production or sale of a consumable for the purchased Item of Sale, or the expiration of a software license used in the purchased Item of Sale.

6. Any potentially remaining responsibility on the side of the Seller, with the exception of

section &7, is limited to the standard predictable faults that where wilfully caused by the Seller at the time of the formation of the contract, and can be limited to the net sales price of the Item of Sale.

7. The Customer agrees not to use the Item of Sale during the period of verification of the Fault by the Seller.

8. The Seller is not responsible for the complete or partial failure to carry out the Sales Contract if caused by a force majeure.

§ 7. Warranty

The Seller extends a warranty for the Item of Sale to the Buyer as described in the Warranty Card.

§ 8. Returns

1. The right to withdraw from the contract within 14 days, referred to in Article 27 of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended), is available only to consumers, i.e. natural persons making a purchase not directly related to their business or professional activity.

2. The right referred to in paragraph 1 shall not apply to Customers who are entrepreneurs within the meaning of Article 4(1) of the Act of 6 March 2018 – Entrepreneurs' Law, in particular when the contract was concluded in connection with their business activity and is of a professional nature for them.

3. The consumer may return the goods only after submitting a written or electronic statement of withdrawal from the contract within the time limit specified in paragraph 1 and after receiving confirmation of acceptance of the notification from the Seller.

4. The return should include goods in an unchanged condition, in their original packaging, with full equipment and documentation, unless the change in condition results from use necessary to ascertain the nature, characteristics and functioning of the goods.

5. Goods that have been activated, installed or technically modified after delivery, as well as goods that have been calibrated, sterilised, individually configured to order or whose properties prevent them from being reintroduced into the market for reasons of hygiene or medical safety, are not returnable. 6. In the event of effective withdrawal from the contract, the Seller shall refund the consumer all payments made by him, including delivery costs, no later than within 14 days from the date of receipt of the returned goods.

§ 9. Other provisions

1. This GTCS is not applicable for any Sales Contracts formed with consumers (as per the definition for a consumer in the Civil Code).

2. The Sales Contract is subject to Polish law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), as well as any other international legal acts, if such exist, are not applicable.

3. The place for carrying out the Contract are the headquarters of the Seller.

4. Any legal disputes are to be submitted to and resolved by the legal court appropriate to the registered office of the Seller.

5. None of the statements of this GTCS are intended to and should not be interpreted in a way that would lead to the limitation of rights guaranteed from any and all currently active legal acts. If any particular statements in this GTCS are or would become void, completely or partially, or feature any legal holes, then the validity of all other statements and/or sections. In such a case both parties agree to take all necessary actions, not excluding changes to the void statement, in order to make settlements and continue cooperating according to rules that, being legally effective, will abide as much as possible to the contractual and business purpose of the void statement.

6. Any transferring of the rights provided by the Contract formed with the Seller or a placed order to a third party without the Seller's written consent is prohibited.

7. This GTS takes effect on 01.01.2022.