

**GENERAL TERMS AND CONDITIONS OF SALE
ELHURT EMS SP. Z O.O.**

§ 1 GENERAL PROVISIONS

1. These General Terms and Conditions of Sale constitute general terms and conditions of contracts and set out the rules for concluding contracts for the sale of goods or services (“Goods”) offered by ELHURT EMS Sp. z o.o., with its registered office in Gdańsk.
2. A customer (“Customer”) within the meaning of these General Terms and Conditions of Sale (“GTCS”) is any entity purchasing Goods from ELHURT EMS Sp. z o.o. (“ELHURT EMS”), with its registered office in Gdańsk (address: 80-298 Gdańsk, ul. Rakietowa 18B), entered into the register of entrepreneurs maintained by the District Court Gdańsk–Północ in Gdańsk, 7th Commercial Division of the National Court Register under KRS number 0000293807, NIP: 584-26-35-440, REGON: 220525577, share capital: PLN 1,000,000.00.
3. These General Terms and Conditions of Sale form an integral part of all contracts concluded between Customers and ELHURT EMS. The GTCS are also published on the ELHURT EMS website at www.elhurtems.com. Accordingly, the GTCS are made available to the Customer prior to the conclusion of the contract, and the Customer may copy, store and reproduce them.
4. The binding force of the GTCS is not conditional upon the Customer submitting a declaration of acceptance thereof. Acceptance of the GTCS by the Customer with respect to one order shall be deemed acceptance for all subsequent contracts and orders. In all other cases, submission of an order by the Customer constitutes acceptance of the GTCS made available on the ELHURT EMS website on the date the order is placed.
5. Unless the GTCS expressly provide otherwise, an order and any declarations related to the negotiation, content or performance of the contract must be made in writing or by e-mail in order to be valid. Any arrangements made in breach of this requirement shall be null and void.
6. Any amendments to individual provisions of the GTCS made by the Parties shall apply exclusively to the transaction in connection with which the Parties agreed to deviate from the GTCS, unless otherwise expressly agreed by the Parties, and only if such amendment has been made in writing or by e-mail, failing which it shall be invalid.
7. Any general terms and conditions of purchase or similar documents applied by the Customer in connection with the performance of deliveries shall not apply unless ELHURT EMS gives its consent in writing, otherwise such consent shall be null and void. ELHURT EMS’ consent may not be implied or presumed. ELHURT EMS hereby declares that it does not accept any provisions of the Customer’s general terms and conditions that conflict with these GTCS; any conflicting provisions shall not become part of the contract, even if the Customer refers to its own standard terms. In such a case, these GTCS shall prevail.

§ 2 CONCLUSION OF THE CONTRACT

1. A contract shall be deemed concluded when ELHURT EMS confirms the Customer’s order or when ELHURT EMS commences performance of the order—whichever occurs first, subject to point 6 below. In particular, the lack of response by ELHURT EMS to an offer received shall not constitute its acceptance and may not be interpreted as consent to its terms.
2. Unless otherwise agreed by the Parties in writing, under pain of nullity, the contract concluded between the Parties shall not constitute a sale on approval or sale subject to inspection of the Goods.
3. ELHURT EMS may confirm an order with respect to only part of the order, unless the Customer expressly stipulated in the order that it allows for complete performance only.
4. ELHURT EMS shall be entitled to suspend performance of the order if the Customer is in delay with fulfilling any obligations towards ELHURT EMS, in particular if the Customer is in arrears with payment of any monetary obligations, until such obligations have been duly performed. Furthermore, ELHURT EMS may withhold performance of the order until full payment of the price by the Customer. In such cases, ELHURT EMS’ actions shall not constitute delay in the performance of the contract.

5. If the date of delivery of the Goods has not previously been established in an express and binding manner, ELHURT EMS shall indicate the applicable date in the order confirmation or in another document issued to the Customer (“Delivery Date”).
6. ELHURT EMS reserves the right to unilaterally modify the Delivery Date expected by the Customer to a Delivery Date in line with the updated or original offer, upon receiving information on the availability of components from its suppliers. In such a case, ELHURT EMS shall promptly notify the Customer of the Delivery Date (contract performance date), no later than within 14 business days from the date of order confirmation. ELHURT EMS shall not be liable to the Customer for failure to meet the Delivery Date expected by the Customer.
7. ELHURT EMS shall be entitled to deliver the Goods prior to the agreed Delivery Date.
8. Notwithstanding any other provisions of these GTCS, the offer or the order confirmation—including irrespective of whether the delivery date has been confirmed—ELHURT EMS shall not be liable for any delay in the delivery of the Goods resulting from delays in the supply of devices or components necessary for production of the Goods, or delays caused by labour shortages resulting from epidemics or any other extraordinary circumstances in the electronic components market.
9. Notwithstanding any other provisions of these GTCS, the contract, offer or order confirmation, ELHURT EMS shall be entitled to unilaterally adjust the quantity of Goods ordered within a margin not exceeding 5% of the quantity originally ordered by the Customer. In such a case, delivery of a smaller or larger quantity of Goods shall not constitute improper or non-performance of the contract, and the Customer shall be obliged to pay for the actual quantity of Goods delivered.
10. In the event of changes to specifications or documentation, reduction or cancellation of an order, postponement of the order completion date by the Customer by more than three months compared to the original date, the Customer shall reimburse ELHURT EMS in full for all purchase costs or cancellation costs incurred with sub-suppliers for components ordered or procured for the relevant order.
11. The Customer shall be obliged to purchase materials ordered by ELHURT EMS for the purpose of fulfilling the Customer’s order in MOQ (Minimum Order Quantity) or MPQ (Minimum Packaging Quantity), if such materials are not fully used in the execution of the Customer’s order or in the execution of the Customer’s future orders within no more than three months from the date of completion of the order from which the surplus arose. The type of components shall be defined in the offer and specification provided by ELHURT EMS. The repurchase price of any surplus by the Customer, unless specified in the offer, shall be determined based on the price charged by catalogue distributors on the date the valuation is performed, such as MOUSER or FARNELL or, where the components are not available from such distributors, based on the purchase price paid by ELHURT EMS.
12. In connection with cooperation with the Customer, ELHURT EMS may create a so-called buffer by purchasing materials or components necessary for current and future orders of the Customer. The Parties shall agree on the date on which the buffer is to be made available to the Customer, i.e. the Requested Supply Date (“RSD”). Unless ELHURT EMS indicates otherwise in writing or by e-mail, the buffer shall be used for the purpose of fulfilling the Customer’s orders no later than six months from the RSD. After this period, the Customer shall promptly collect the unused buffer in full and make payment for it. For the purposes of determining repurchase prices of components from the buffer, the provisions of the preceding paragraph shall apply accordingly.
13. Notwithstanding any other provisions of these GTCS, where—under individual arrangements between ELHURT EMS and the Customer—the Customer is entitled to cancel an order, or where ELHURT EMS has agreed to the Customer’s cancellation of an order, the Customer shall be obliged to pay ELHURT EMS the following amounts:
 - a. 15% of the price of components whose delivery ELHURT EMS cancelled at no cost with its supplier;
 - b. the equivalent of the price of components for which cancellation with the manufacturer or supplier of ELHURT EMS was not possible, increased by 15% of the value of such components;
 - c. In addition, the Customer shall bear the costs of production downtime resulting from the cancellation of an order whose processing was scheduled to commence within 12 weeks from the

date the cancellation was submitted. The Parties agree that production downtime costs shall correspond to the assembly cost stated in the offer.

The provisions of this Section 13 shall apply accordingly also to the cases referred to in Section 10 above.

§ 3 DELIVERY OF GOODS

1. Unless otherwise agreed by the Parties, the Customer shall collect the Goods from the registered office of ELHURT EMS.
2. If the Goods are delivered to the Customer through a carrier, delivery shall take place on EXW terms (Incoterms 2020) from the registered office of ELHURT EMS, and shall be deemed made upon handover of the Goods to the carrier; at that moment, all benefits and burdens related to the Goods, as well as the risk of accidental loss or damage, shall pass to the Customer.
3. In the event of the Customer's unauthorised failure to collect the Goods, the risk of accidental loss or destruction of the Goods shall pass to the Customer on the day following the date on which delivery was supposed to take place. Furthermore, in such a case the Customer shall pay ELHURT EMS additional remuneration for storage of the Goods in the amount of 0.05% of the net value of the uncollected Goods for each day of delay in collection; the remuneration shall be payable in arrears at the end of each month, and VAT shall be added to this amount.
4. Unless expressly agreed otherwise by the Parties, the Customer shall unload the Goods at its own cost and risk.
5. In the event of damage to a shipment containing the Goods, the Customer shall prepare, together with the carrier, a report describing all detected irregularities. The Parties agree that failure to prepare such a report shall mean that no loss or damage to the Goods occurred during transport.

§ 4 PRICE OF GOODS

1. The sale price of the Goods shall be determined individually by the Parties and shall result from the order confirmation issued by ELHURT EMS. In the event of any discrepancy between the price specified in the Customer's order and the price specified in the order confirmation, the price indicated in the order confirmation shall be binding.
2. If the price is expressed in a currency other than PLN and—according to the Parties' arrangements—is to be converted into PLN on the date of sale, such conversion shall be made using the NBP selling rate applicable on the day preceding the date of invoice issuance.
3. For offers or order confirmations with a performance date at least nine months after the date of placing the order, ELHURT EMS reserves the right to modify the price of the Goods in the event of changes in material costs, component purchase costs, exchange rates, logistics costs, energy costs or any other factors affecting the cost of performing the order, regardless of the performance date. In particular, this applies to:
 - a. an increase in the inflation index compared to the level on the order date;
 - b. significant changes in exchange rates (EUR/USD, USD/PLN, EUR/PLN);
 - c. an increase in the costs of supplying ELHURT EMS with electricity, natural gas, heat or other utilities necessary for the production or delivery of the Goods;
 - d. an increase in the minimum or average wage as communicated by the Central Statistical Office or required by law;
 - e. changes in applicable laws or other circumstances causing an increase in ELHURT EMS' operating costs;
 - f. imposition on ELHURT EMS of new legal obligations related to environmental protection or waste management standards, resulting in an increase in ELHURT EMS' operating costs.
4. If any of the changes referred to in point 3 above come into effect, the prices shall be adjusted by the amount resulting from such changes or by the value of obligations imposed or amended by law that were not included in the Goods' price on the order date.
5. The price adjustment referred to in point 4 above shall not require an amendment to the contract and shall be implemented by means of a unilateral declaration by ELHURT EMS, to which the Customer hereby consents.

6. Unless expressly agreed otherwise by the Parties, the agreed price does not include the costs of delivery or collection of the Goods, including transport costs, which shall be borne by the Customer.
7. Unless otherwise agreed by the Parties, all prices specified by ELHURT EMS are net prices and VAT at the rate applicable on the invoice date shall be added.

§ 5 PAYMENT TERMS

1. The Customer shall pay the price for the purchased Goods within the period indicated on the VAT invoice or pro forma invoice, to the bank account specified therein.
2. The payment date shall be the date on which the funds are credited to the bank account of ELHURT EMS.
3. If the Parties agreed that the Customer is required to pay an advance, ELHURT EMS shall be entitled to suspend performance of the order until such advance is paid, and such suspension shall not be deemed a delay by ELHURT EMS.
4. The Customer waives, vis-à-vis ELHURT EMS, the right to set-off any claims and waives the right to assign any rights arising from contracts concluded with ELHURT EMS without ELHURT EMS' prior written consent, under pain of nullity.
5. ELHURT EMS declares that it is a VAT payer and is authorised to issue VAT invoices.
6. The Customer hereby consents to receive VAT invoices, duplicates and corrective invoices in electronic form. All invoices shall be deemed effectively delivered upon being sent to the Customer's e-mail address indicated in the contract, order or commercial correspondence, unless the Customer has informed ELHURT EMS in writing of a change of address.
7. Upon initiation of liquidation of the Customer, upon ELHURT EMS obtaining information about enforcement or security proceedings initiated against the Customer, upon suspension of its business activity or deletion from the business register, all claims due to ELHURT EMS shall become immediately payable.

§ 6 TRANSACTION LIMIT

1. ELHURT EMS may grant the Customer a transaction limit—by written or e-mail notice—which may depend in particular on the insurance limit granted to ELHURT EMS by the credit insurer cooperating with ELHURT EMS (“Insurer”).
2. The transaction limit shall mean the total sum of all due and undue receivables of the Customer towards ELHURT EMS, together with the current value of components procured or ordered by ELHURT EMS for the purpose of fulfilling the Customer's orders.
3. ELHURT EMS may, at any time, modify the transaction limit with future effect, in particular if the Insurer reduces or withdraws its insurance limit or if ELHURT EMS obtains information about changes in the Customer's financial or legal situation.
4. If the transaction limit is exceeded, ELHURT EMS may suspend performance of any orders for the Customer until the Customer provides additional security specified by ELHURT EMS or pays the amount exceeding the granted transaction limit. Such suspension shall not constitute delay by ELHURT EMS.
5. Failure to provide security upon ELHURT EMS' request shall entitle ELHURT EMS to terminate the contract with immediate effect or, at ELHURT EMS' discretion, to withdraw from the contract in whole or in part within 30 days of expiry of the deadline for providing such security.
6. Termination of the contract with immediate effect shall render all obligations towards ELHURT EMS immediately due, including the obligation to repurchase materials procured for current and future orders.

§ 7 OWNERSHIP

1. The Customer shall become the owner of the Goods upon full payment for such Goods (retention of title). Upon expiry of the payment deadline, ELHURT EMS shall be entitled to demand return of the Goods that have not been paid for in full. Exercising rights arising from the retention of title by ELHURT EMS shall not constitute withdrawal from the contract.
2. Until full payment for the Goods, the Customer shall be deemed to store the Goods free of charge on behalf of ELHURT EMS, which remains their owner pursuant to point 1 above.
3. If the Customer supplies any materials or components necessary for the performance of the order, ELHURT EMS shall, upon assembly, become the owner of all items produced from such supplied components or resulting from their combination.

§ 8 CUSTOMER-SUPPLIED MATERIALS

1. The Customer shall deliver all customer-supplied materials together with complete documentation, including: BOM, datasheet, soldering parameters and RoHS/REACH compliance certificates, where applicable.
2. ELHURT EMS shall not be liable for any damage to customer-supplied materials resulting from their physical defects, improper packaging, lack of markings or non-conformity of component parameters with the documentation provided by the Customer.
3. If the customer-supplied materials cannot be verified, or if documentation or markings are missing, ELHURT EMS shall be entitled to suspend production until full data is provided, without liability for delay.
4. The Customer shall deliver the customer-supplied components in the quality and quantity necessary for proper performance of the order, within the time and under the conditions specified by ELHURT EMS, following prior notification. ELHURT EMS shall not be liable for non-performance or improper performance of the order if the Customer or its contractor delivers components of inadequate quality, in incorrect quantity, without prior notification, or after the deadline indicated by ELHURT EMS. In such cases, the Customer shall be liable to ELHURT EMS for all losses, including indirect losses and lost profits, resulting from untimely, defective or incomplete delivery of customer-supplied components. If the Customer fails to deliver the customer-supplied materials within the deadline indicated by ELHURT EMS, the Customer shall cover the costs of production downtime or the costs incurred by ELHURT EMS for purchasing such materials from an alternative source.

§ 9 INTELLECTUAL PROPERTY

1. All intellectual property rights belonging to ELHURT EMS prior to commencement of the order, or arising on its part in connection with the performance of the order—including, in particular, copyrights, rights to designs, technological documentation, technical solutions, processes, firmware and know-how—shall remain the exclusive property of ELHURT EMS, unless the Parties agree otherwise in a separate written agreement. This provision shall not affect any intellectual property rights of the Customer. Rights to designs, documentation, specifications, technical data or other materials supplied by the Customer shall in all cases remain the Customer's property.
2. The transfer to the Customer of any work results of ELHURT EMS (including prototypes, production documentation or process data) shall not constitute a transfer of intellectual property rights unless expressly agreed otherwise in writing by the Parties.
3. ELHURT EMS shall not be liable for any infringement of third-party intellectual property rights resulting from the use of documentation, designs or materials supplied by the Customer.
4. The Customer undertakes to indemnify and hold ELHURT EMS harmless against all claims by third parties arising from infringement of intellectual property rights contained in documents provided by the Customer.

§ 10 WARRANTY (STATUTORY LIABILITY FOR DEFECTS)

1. ELHURT EMS shall be liable to the Customer if the Goods have a defect that reduces their value or usability for their typical purpose, or if the Goods are delivered in an incomplete state.

2. The Customer shall submit complaints in writing or by e-mail, under pain of nullity. In a complaint, the Customer shall describe the identified defects, attach photos and test documentation, and—where modules are concerned—specify whether the complaint relates to the quality of assembly or malfunction of a specific component. At the request of ELHURT EMS, the Customer shall send all defective Goods or parts thereof to the location designated by ELHURT EMS.
3. Return of defective Goods to ELHURT EMS may take place only after the Customer obtains an RMA number issued by ELHURT EMS. The RMA number shall be issued after receipt of a complete complaint submission referred to in point 2 above and after ELHURT EMS requests return of the Goods or their parts. The RMA number must be placed on the shipment and in the return documentation. ELHURT EMS shall be entitled to refuse acceptance of shipments sent without a valid RMA number or contrary to the delivery instructions provided.
4. If the Goods purchased by the Customer are electronic modules intended for further processing or integration into the Customer's product, the Customer shall perform a test assembly. The Customer may proceed with assembly of the remaining modules only after receiving a positive result of the test assembly. ELHURT EMS shall bear no liability—whether for damages or under statutory warranty—if the Customer fails to perform the test assembly.
5. Submission of a complaint shall not release the Customer from the obligation to pay the price for the Goods subject to the complaint within the agreed deadline.
6. Under statutory warranty, the Customer shall only be entitled to the following remedies, at the sole discretion of ELHURT EMS: replacement of defective Goods with new ones or repair of the Goods, and if such replacement or repair is not possible or would cause significant difficulty or cost for ELHURT EMS—refund of the price for the defective items.
7. The Customer shall cooperate with ELHURT EMS at every stage of the complaint process.
8. If the complaint concerns electronic modules and ELHURT EMS decides to remedy the defect by repair, ELHURT EMS may request from the Customer any explanations and instructions necessary to repair the module, insofar as they were not provided with the complaint. If the Customer fails to provide the requested information within the period specified by ELHURT EMS, ELHURT EMS shall be entitled to leave the complaint unprocessed without any liability and—without further notice—to dispose of the defective modules.
9. If, despite cooperation and submission of all necessary explanations and instructions, repair of the module is not possible or the repair cost exceeds the price of the modules concerned, ELHURT EMS shall be entitled to discontinue the complaint process and dispose of the defective modules, provided that the price of such defective modules (as stated in the order confirmation) is reduced by 50%. In such a case, ELHURT EMS shall issue a corrective VAT invoice to the Customer reducing the price of the modules that were not repaired and shall dispose of the modules.
10. The Customer shall lose its warranty rights if it fails to test the Goods within seven (7) calendar days from their receipt and fails to notify ELHURT EMS of the discovered defect within the following five (5) calendar days. If a defect is hidden and could not have been detected during testing, the Customer shall lose its warranty rights if it fails to notify ELHURT EMS within five (5) calendar days from discovery of the defect, but no later than three (3) months from the date of delivery of the Goods. Together with the defect notification, the Customer shall in each case demonstrate compliance with the above deadlines.
11. The Customer shall count (verify quantities of) the Goods immediately upon receipt from the carrier or ELHURT EMS. The Customer shall lose warranty rights regarding quantity shortages if such shortages are not reported to ELHURT EMS in writing or by e-mail no later than by the end of the next business day following the date of receipt/delivery of the Goods.
12. ELHURT EMS shall review the complaint no later than within 14 days from its submission.
13. If the Customer disagrees with the complaint response, the Parties may commission a specialist institute to conduct detailed testing regarding the quality of the Goods, existence of the defect and its scope. In such a case, the deadline for reconsideration of the complaint shall run from the date the Parties receive the report containing the test results. The initial costs of preparing the report, including any advance payment, shall be borne equally by both Parties. If the complaint proves unfounded, all costs of the report shall be borne by the Customer.
14. Replacement or repair of the Goods shall take place promptly after positive consideration of the complaint, in particular taking into account the time required to procure components from suppliers. ELHURT EMS shall make efforts to keep this period as short as possible. If ELHURT

EMS replaces or repairs the defective Goods pursuant to this paragraph, the Customer shall not be entitled to claim compensation for any delay.

15. The rights set out in this paragraph constitute the sole and exclusive remedies of the Customer against ELHURT EMS arising from defects in the Goods. The statutory warranty shall not cover mechanical damage to the Goods, nor—under any circumstances—Goods or components subject to normal wear and tear, such as batteries, accumulators, bulbs or other similar products or consumables.
16. A condition for valid submission of a complaint is prior acceptance by the Customer of the trial batch of Goods, if such trial batch has been agreed by the Parties. The Customer may not rely on defects concerning parameters that should have been verified at the trial batch stage if the Parties did not secure a reference module or if the reference module was modified without updating the documentation. The reference module, if the Parties agreed to create one, shall be stored by ELHURT EMS, updated following each documentation change, and shall remain the Customer's property.

§ 11 QUALITY STANDARDS

1. Unless otherwise agreed by the Parties in writing, ELHURT EMS shall perform electronic assembly in accordance with IPC-A-610 (Class 2), IPC-J-STD-001 and applicable ESD procedures.
2. The Customer acknowledges that any quality requirements higher than IPC Class 2 must be expressly agreed in writing in the order and may result in additional costs.
3. ELHURT EMS shall not be liable for any non-conformity of the Goods with standards that were not clearly and expressly specified in writing by the Customer prior to placing the order.

§ 12 FUNCTIONAL TESTS

1. Unless otherwise provided in the contract, ELHURT EMS shall perform only visual and electrical inspection in accordance with its standard production procedure, without carrying out functional tests.
2. Performance of functional tests by ELHURT EMS requires prior written agreement and delivery by the Customer of testers, fixtures, test software and clear testing instructions.
3. ELHURT EMS shall not be liable for defects in the Goods revealed at the end-use stage if such defects result from the absence of functional tests or from an inadequate scope of functional tests as specified by the Customer.

§ 13 FORCE MAJEURE

1. ELHURT EMS shall not be liable for non-performance or improper performance of the contract caused by a force majeure event, which the Parties understand in particular as: epidemics, pandemics, fires, floods, natural disasters, power blackouts, acts of war, riots, strikes, trade sanctions, interruption of component supplies, transport disruptions, logistical blockades or other events beyond the control of ELHURT EMS.
2. Occurrence of a force majeure event shall entitle ELHURT EMS to postpone performance of the order or any part thereof by the duration of such event and by the time necessary to restore production.
3. ELHURT EMS shall not be liable for any damage suffered by the Customer, including loss of profit, arising from a force majeure event.

§ 14 CONFIDENTIALITY

1. The Parties undertake to keep confidential all technical, commercial and organisational information obtained in connection with performance of the contract, regardless of the form in which such information is provided.

2. Confidential information shall include, in particular: technical documentation, BOMs, PCB designs, schematics, software, know-how, technological specifications, logistics data, prices, commercial terms and all information related to ELHURT EMS' production processes.
3. Confidential information may not be disclosed to third parties or used for any purpose other than performance of the contract without the prior written consent of ELHURT EMS.
4. The confidentiality obligation is unlimited in time and shall continue to apply after termination of cooperation.
5. Breach of the confidentiality obligation shall entitle ELHURT EMS to claim full compensation for damage, including loss of profit.

§ 15 LIABILITY

1. ELHURT EMS shall be liable for damages only for direct loss caused by wilful misconduct or gross negligence. In the event that ELHURT EMS incurs liability for damages, it shall be obliged to compensate only the actual loss suffered by the Customer. The liability of ELHURT EMS for such loss shall be limited to an amount equal to the net value of the Goods in connection with which the damage arose. ELHURT EMS shall not be liable for any loss of profit of the Customer or its contractors.
2. Where ELHURT EMS manufactures Goods on the Customer's order on the basis of technical documentation supplied by the Customer, ELHURT EMS shall be liable for physical defects in the Goods only if the Goods do not conform to the documentation supplied by the Customer. Furthermore, in such a case ELHURT EMS shall not be liable for defects resulting from the manufacturing method specified by the Customer.
3. Unless otherwise agreed by the Parties, the Customer represents and warrants that the designs, technical documentation, and components specified therein comply with all applicable regulatory and legal requirements, including in particular: REACH (Registration, Evaluation and Authorisation of Chemicals), RoHS (Restriction of Hazardous Substances), Conflict Minerals and, if applicable – California's Proposition 65 (CP65), PFAS (Per- and Polyfluoroalkyl Substances), POP (Persistent Organic Pollutants), TSCA (Toxic Substances Control Act), or any other requirements arising from laws or regulations applicable to the respective Goods.
4. 2. In the event of non-compliance with any of the above regulations, the Customer shall inform ELHURT EMS of this fact no later than at the quotation stage, while simultaneously providing relevant compliance data.
5. 3. The Customer undertakes to act in a reliable manner and in accordance with the Code of Business Conduct.
6. The provisions of this Section shall apply accordingly to the Customer-Supplied Materials referred to in § 8 above.

§ 16 FINAL PROVISIONS

1. Any disputes between ELHURT EMS and the Customer arising directly or indirectly from an order placed, offer accepted, or contract concluded shall be submitted to the common court having local jurisdiction over the registered office of ELHURT EMS.
2. All orders or contracts concluded by the Customer with ELHURT EMS shall be governed exclusively by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The Customer shall promptly notify ELHURT EMS in writing of any change of its registered office or place of residence and address for service of correspondence. Failure to provide such notice shall result in service effected to the address indicated in the order being deemed effective.
4. If any provision of these GTCS becomes invalid or ineffective for any reason, this shall not affect the validity of the remaining provisions.
5. The contents of the order confirmation and these GTCS constitute the entire agreement with ELHURT EMS and shall prevail over the offer and any prior negotiations or arrangements.
6. These GTCS were adopted by resolution of the Management Board of ELHURT EMS on 19 January 2026 and shall remain in force for an indefinite period until amended or replaced with new GTCS.

7. Amendments to the GTCS shall become effective upon their publication on the ELHURT EMS website or delivery to the Customer in electronic form, unless ELHURT EMS specifies a later effective date.
8. The amended GTCS shall apply to all orders placed after their effective date.
9. In the case of continuous business cooperation, the amended GTCS shall be binding on the Customer unless the Customer submits a written objection within 7 days from being informed of the amendment. Placement of an order by the Customer after publication of the amended GTCS shall be deemed acceptance of the new terms.
10. The Customer's objection to amendments to the GTCS may result in ELHURT EMS refusing to perform further orders, without any liability to pay damages to the Customer.
11. For the purposes of performance of the Agreement, ELHURT EMS collects Customers' personal data contained in requests for quotation, orders, VAT invoice
12. es and correspondence, including e-mail. ELHURT EMS is the controller of personal data of any Customer who is a natural person, obtained in connection with commercial cooperation. ELHURT EMS applies within its enterprise a Security Policy adopted by the Management Board, constituting a set of rules and procedures applicable to the processing and use of personal data in all personal data files administered by ELHURT EMS. Detailed information on personal data protection rules at ELHURT EMS is available on the website www.elhurtems.com.