

GENERAL TERMS AND CONDITIONS OF SALE OF MAGO S.A.

effective as of 01/06/2020

1. Definitions and General Provisions

- 1.1. The General Terms and Conditions of Sale (hereinafter: the **GTCS**) define the rules of cooperation between the parties with respect to the sale and delivery of goods and services offered by the Seller, with the Buyer.
- 1.2. These GTCS constitute an integral part of any sales agreement concluded between the Seller and the Buyer, unless the agreement with the Buyer stipulates otherwise. All trade terms proposed by the Buyer or applicable at the Buyer's business as the general contractual terms and conditions and deviating from those adopted in the GTCS or the concluded agreement must be approved in writing by the Seller.
 - **Seller** – Mago S.A. with its registered office in Rusiec, entered in the Register of Entrepreneurs of the National Court Register by the District Court for the Capital City of Warsaw under number: KRS 0000074514; REGON (statistical ID number) 011944474; NIP (tax ID number) 5341136594; fully paid-up share capital of PLN 29,204,200;
 - **Buyer** – trade partners – entrepreneurs being parties to the Agreement (other than consumers);
 - **Offer** – a proposal to sell or purchase goods or provide or purchase services, specifying the material terms of a future Agreement, which is not binding within the meaning of Article 66¹ § 1 of the Civil Code (hereinafter: the **CC**); the application of the Vienna Convention on the International Sale of Goods 1980 and Article 68⁽²⁾ of the CC to offers received by the Seller from the Buyer is excluded;
 - **Agreement** – an agreement between the parties to sell, supply or assemble/install the Goods or provide other services;
 - **Order** – a statement made under the Agreement by a person authorized on the Buyer's side (i.e. a person authorized to represent the Buyer or indicated in the Agreement as a person authorized to place orders, or authorized on the basis of a relevant power of attorney, delivered to the Seller at the time of placing the Order at the latest), addressed to the Seller in the manner described in these GTCS, declaring willingness for the sale, supply or assembly/installation specified therein to be carried out;
 - **Goods** – a range of goods offered by the Seller, being the object of the Order;
 - **Service** – a performance to be rendered by the Seller as part of the Order, in particular supply, assembly/installation, design or an inspection;
 - **Price** – the monetary amount specified in the Agreement, the Offer or the Price List constituting a consideration for the Goods or Services;
 - **Price List** – a price list for the Goods or Services specified on a case-by-case basis in the Offer addressed to the Buyer.

2. Rules of Personal Data Processing (“GDPR”)

The Seller is the controller of the personal data processed as part of the performance of the Agreement, the Order or the Service. The detailed information regarding the rules of processing of personal data by the Seller as required by Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council

of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – “GDPR”) of 25 May 2018 is available at: <http://www.mago.com/RODO/>.

3. Order and Terms and Conditions of Cooperation

- 3.1. As a condition for an Order to be placed effectively under the Agreement, it must be placed by the Buyer (in the form of an e-mail or on the d.mago platform) and confirmed in writing by the Seller (in the form of an e-mail or on the d.mago platform). A written order confirmation means that the Seller has received the Order and accepted it for fulfilment. The placing of an order by the Buyer, without its confirmation by the Seller, in the manner specified above, shall not be binding on the Seller and the lack of its response shall not constitute tacit acceptance of the Order.
- 3.2. Where the confirmation of acceptance of the Order by the Seller differs from the content of the Order placed by the Buyer, the Agreement shall be concluded on the terms proposed by the Seller if the Buyer does not file a clear objection in writing within 2 business days of receipt of such confirmation at the latest.
- 3.3. The Buyer's Order should include the following details: the Buyer's name with an indication of the exact address, the company's registered office, the address for correspondence and delivery, the NIP number, the indication of the Offer number (if the Order concerns a previously presented Offer), the designation of the Goods with a commercial name or an alphanumeric symbol from the Offer, the quantity of the Goods ordered, the time of completion and delivery of the order, the date and place and the terms of delivery/receipt of the goods.
- 3.4. If the order concerns a previously submitted Offer, it is necessary to include the number of that Offer on the order. If the offer number is not provided, the Seller shall not be liable for any price inconsistencies on the VAT invoice, lack of availability of the Goods or inconsistencies in the specific parameters of the goods specified in the original Offer.
- 3.5. All valuations made by the Seller as part of a commercial offer shall always be non-binding and shall remain valid for 14 (in words: fourteen) days, unless otherwise specified in the valuation document.
- 3.6. Upon confirmation of the Order, the responsibility for cancelling or changing the Order shall pass to the Buyer.
- 3.7. The Order may be cancelled or modified by the Buyer after its confirmation by the Seller only in exceptional circumstances, after the prior written determination of the terms of cancellation or modification of the Order with the Seller. The Seller reserves the right to charge the Buyer with the actual costs which arose until the Order is cancelled or modified, however not higher than the value of the Order.
- 3.8. The detailed costs of the design works related to the Order shall be defined in the Design Services Price List, attached as an appendix to these GTCS.
- 3.9. In case of doubt, it is agreed that the information posted on the Seller's website or included in catalogues, brochures, leaflets, advertisements and other publications does not constitute an offer within the meaning of the provisions of the CC, even if it bears a price. Publications concerning products offered by the Seller are for information purposes only, while the Seller's models and samples are for illustrative and exhibition purposes.

4. Delivery and Assembly/Installation Dates and Terms

- 4.1. Where it follows from what the parties have agreed that the Buyer is to collect the Goods on its own, the Goods shall be handed over on the basis of the Order placed and confirmed in accordance with the trade terms agreed by the Parties above.
- 4.2. The Goods shall be delivered on the terms set out in Incoterms 2020.
- 4.3. If it follows from what the parties have agreed that the Seller is obliged to deliver the Goods to the place indicated by the Buyer in the Order, the delivery shall be made on the terms set out in these GTCS. Transport does not include the unloading of the Goods. Unloading costs shall be borne by the Buyer.
- 4.4. The Buyer is obliged to receive the ordered Goods and the Seller to deliver them, if the delivery is the subject of the Agreement/Order, on the mutually agreed date (hereinafter: the **Date of Receipt**). The protocol of receipt of the Order shall be drawn up in writing under pain of nullity and signed by representatives of both Parties (hereinafter: the **Protocol of Receipt**).
- 4.5. If the place of delivery of the Goods is a place other than the Buyer's address, the Buyer shall indicate the person authorized to receive the Goods, stating their full name in the Order. If the Buyer fails to comply with this obligation and if the document confirming the delivery of the Goods is signed by the receiving person, the Buyer cannot raise a claim against the Seller that the Goods were not delivered or were received by a person who was not authorized to do so.
- 4.6. The receipt of the ordered goods shall be confirmed by the Buyer or the persons authorized by the Buyer by affixing a legible signature to the delivery document.
- 4.7. The Buyer may not refuse to unload the ordered Goods that have been delivered by the Seller or refuse to affix a signature confirming the receipt of the ordered Goods, even if it raises reservations as to the ordered Goods or the method of their delivery.
- 4.8. In the event of a delay in the receipt of the ordered Goods for which the Seller is not responsible, the Seller shall have the right to store the goods ordered by the Buyer in its own premises or in the premises of third parties, at the Buyer's expense and risk. The indicated costs shall be determined on the basis of the current Seller's Logistics Service Price List attached as an appendix to these GTCS. In such case, the Seller shall be deemed to have fulfilled its obligations under the Agreement or the Order.
- 4.9. In the event that the delivery is not the subject matter of the Agreement or Order and the Goods are collected by the Buyer directly from the Seller's warehouse, the Buyer shall lose the rights it has on account of an incomplete quantity of Goods if the Buyer has received them without reservations.
- 4.10. The Seller shall have the right to refuse and not to accept the return of the Goods from the Buyer if such return has not been previously agreed and confirmed by the Seller. This applies in particular to cases where the delivery conforms to the Buyer's Order.
- 4.11. Upon the handover of the Goods to the Buyer, the risk of accidental loss of or damage to the Goods shall pass to the Buyer.
- 4.12. In particularly justified cases, the date and place of delivery of the Goods may change. Such changes must be notified to the party (through persons authorized to place an Order) by e-mail. In such case, the Buyer shall be obliged to pay the logistics costs in accordance with the current Seller's Logistics Services Price List attached as an appendix to these GTCS.
- 4.13. In the event of a change of the place of delivery by the Buyer after loading, if the change is possible,

the Buyer shall be obliged to cover all costs resulting from the change of the place of delivery (including in particular compensation for the extended booking of a given means of transport).

- 4.14. The Buyer is obliged to check the delivered Goods at the time of their receipt. In the event of the Buyer's reservations about the ordered Goods, in particular in the event of identified damage, or deliveries being incomplete or in excess of the orders placed, the Buyer should immediately notify the Seller and provide a copy of the waybill and the complaint report without undue delay.
- 4.15. If the Buyer has accepted the Goods without checking the condition and quantity of the Goods with the carrier, or has not submitted reservations to the carrier indicating the type of deficiencies or damage, it shall be assumed that the Goods have been delivered in the condition specified in the waybill.
- 4.16. In the event that the date of handover/delivery of the Goods is delayed for reasons attributable to the Seller, the parties shall agree an additional delivery date and the Buyer may assert its statutory rights in this respect only if the agreed additional handover/delivery date for the Goods is not met.
- 4.17. The date of handover/delivery of the Goods to the Buyer shall be postponed by the duration of obstacles arising from circumstances beyond the control of both Parties to the Agreement.

5. Assembly/Installation and Inspection

- 5.1. Where the subject matter of the Agreement is the sale of goods with assembly/installation, the Buyer undertakes to take all actions adopted in trading practice to enable or make it easier for the Seller to deliver and assemble/install the Goods, in particular to: (i) provide the Seller with access to the premises where the Goods will be assembled/installed and (ii) provide the Seller, free of charge, with power supply necessary to assemble/install the Goods, (iii) provide access to a goods lift, if necessary, and (iv) provide forklift-type unloading equipment.
- 5.2. The Buyer shall, if necessary, provide the Seller with access to the place of assembly/installation of the Goods by a tractor together with a semi-trailer or another similar transport vehicle.
- 5.3. On the delivery date at the latest, the Buyer shall indicate the place where the Seller may store the Goods during the assembly/installation period (hereinafter: the **Warehouse**). From the moment the Goods are left in the Warehouse, the risk of their loss, theft or destruction shall be borne by the Buyer.
- 5.4. Prior to the Seller's commencement of the assembly/installation of the Goods, the Buyer shall precisely designate to the Seller the room and place where the Goods ordered are to be assembled/installed.
- 5.5. The Buyer warrants that the base surface on which Equipment Items are to be assembled/installed shall be made of materials guaranteeing the transfer of loads envisaged on the racks constituting the items of the ordered Goods.
- 5.6. Following the assembly/installation of the ordered Goods, the Seller shall notify the Buyer thereof, indicating the planned date of formal acceptance of the Assembly/Installation works (hereinafter: the **Assembly/Installation Works Acceptance Date**). The protocol of acceptance of the assembled/installed Goods shall be drawn up in writing under pain of nullity and signed by representatives of both Parties (hereinafter referred to as: the **Protocol of Acceptance of Assembly/Installation Works**).
- 5.7. The commencement of operation of the assembled/installed Goods by the Buyer without prior formal acceptance, i.e. without the Protocol of Acceptance of Assembly/Installation Works being

signed, shall be tantamount to the receipt of the Goods and the Assembly/Installation works by the Buyer without any reservations and shall result in the expiry of the Buyer's claims, if any, under the guarantee that arose until the commencement of operation.

- 5.8. In the event of the Buyer's failure to proceed, on the Assembly/Installation Works Acceptance Date, to the formal acceptance of the Assembly/Installation works, the Seller shall have the right to draw up a unilateral Protocol of Acceptance of Assembly/Installation Works which shall be tantamount to [the issuing of] the Protocol of Acceptance of Assembly/Installation Works by the Seller without any reservations and shall lead to the expiry of claims, if any, under the guarantee for defects of the Goods that arose up to the Assembly/Installation Works Acceptance Date.

6. Price List and Terms of Payment

- 6.1. The value of the Order shall be stated in net prices (excluding VAT) and shall be determined each time on the basis of the Price List.
- 6.2. The Seller shall be entitled to revise the Price List subject to a 30-day (thirty-day) transitional period. The Seller shall have the right to revise the Price List at any time.
- 6.3. Within 3 (three) days from the date of confirmation by the Seller of the acceptance of the Order, the Seller shall issue a pro forma document with an amount constituting the gross value of the Order (hereinafter referred to as: the **Advance**).
- 6.4. The Buyer shall pay the Advance on time and into the Seller's account indicated in the pro forma document referred to above.
- 6.5. Upon the payment of the Advance, the Seller shall issue the relevant VAT invoice for it and deliver it to the Buyer.
- 6.6. On the Date of Receipt or the Assembly/Installation Works Acceptance Date, the Seller shall be entitled to issue a VAT invoice for the amount of the Order less the Advance and deliver it electronically to the e-mail address indicated by the Buyer in a separate agreement (hereinafter referred to as: the **Consent to Receive Invoices in Electronic Form**).
- 6.7. The Buyer shall be obliged to pay the VAT invoice referred to above on time and into the Seller's bank account indicated in the aforementioned VAT invoice.
- 6.8. The date of payment of the amounts due to the Seller shall be deemed by the Parties to be the date on which the amount is credited to the bank account held by the Seller.
- 6.9. Unless the parties agree otherwise, other amounts due in connection with the delivery of the Goods, including, as the case may be, transport or insurance costs, shall be payable at the same time as payment is to be made for the Goods.
- 6.10. In the event that the Buyer is in any delay with making any of the payments for the ordered Goods or Service, the Seller may refrain from performing further orders and from handing over the ordered Goods to the Buyer.
- 6.11. The payment by the Buyer of any amounts due to the Seller by way of set-off and the assignment, by the Buyer, of any claims for receivables it has against the Seller shall require the prior written consent of the Seller to be effective.
- 6.12. In the event that the Buyer is in any delay with making any of the payments for the ordered Goods or Service, the Seller shall charge statutory interest, unless the parties have agreed otherwise.

7. Liability for Goods, Guarantee and Terms of Complaint

- 7.1. The Seller declares that the Goods covered by the Order: (i) are safe (subject to the observance of the requirements specified in the assembly/installation and use instructions provided to the Buyer), (ii) meet the requirements consistent with the mandatory provisions of law and (iii) meet the requirements of the standards and the design and use guidelines indicated in the declarations of conformity.
- 7.2. If the object of the Order is store and warehouse shelving or racks, the Buyer shall attach, on the store and warehouse shelving and racks, information about their permitted loads and the manner of use.
- 7.3. If the assembly/installation is not the subject of the Order, the Buyer shall strictly comply with the instructions for the assembly/installation and operation of the Goods (hereinafter: the **Instructions**). The Seller is aware that compliance with the Instructions is essential to ensure safety in connection with the operation and use of the Goods.
- 7.4. The Buyer is obliged to familiarize, with the Instructions, its employees and other persons who will assemble/install the Goods on its behalf and then will participate in the operation of the Goods on behalf of the Buyer.
- 7.5. The Seller shall not be liable for defects in the Goods or for damage caused by the Goods resulting from their assembly/installation or use inconsistent with the Instructions or written recommendations of the Seller.
- 7.6. Neither shall the Seller be liable for defects in the Goods or for damage caused by the Goods in which components produced by other manufacturers have been used without the Seller's consent.
- 7.7. In the event of any damage to property or injury to a person caused during and in connection with the operation of the Goods, the Buyer shall promptly notify the Seller of the damage or injury and enable it to take part in an inspection of the scene of the incident. The performance of the aforesaid acts of diligence is a prerequisite for the Buyer to file any claims for damages against the Seller.
- 7.8. The Seller grants the Buyer a guarantee for the items of the Goods manufactured by the Seller and the assembly/installation for a period of 12 (twelve) months from the Date of Receipt / Assembly/Installation Works Acceptance Date.
- 7.9. The exercise of rights under the guarantee by the Buyer shall be contingent upon:
 - the Buyer sending the Seller a completed complaint form which can be downloaded from the www.mago.com website or, if it is not possible to complete the form, sending an email to the Seller's address-(reklamacje@mago.pl), containing: the name of the party lodging the complaint, the name of the representative of the party lodging the complaint, the mailing address of the party lodging the complaint, the type and date of the defect and photographic documentation (hereinafter: the **Complaint**);
 - the Buyer presenting, to the Seller, a valid proof of purchase in the form of a VAT invoice with the date of sale or, in the absence of a VAT invoice, delivery documentation.
- 7.10. The Buyer is obliged to send the Complaint immediately, but not later than within 3 (three) business days of finding defects in the Goods, under pain of loss of the right under the guarantee.
- 7.11. The Seller should examine the Complaint within 21 (twenty-one) business days of the date of it being lodged, and if this is not possible, to notify the party lodging the complaint within that time limit of the reasons for the delay and of the anticipated time limit for examining the Complaint.

- 7.12. The Seller may make a detailed assessment of the claimed products at the place of their storage indicated by the Buyer, take photographic documentation or, if it finds it necessary, collect a sample/the item claimed for a detailed analysis.
- 7.13. The Seller undertakes to fulfil the obligations arising from the acknowledgement of the complaint within 30 business days of acknowledging it, and if this is not possible, to notify the party lodging the complaint within that period of the reasons for the delay and the anticipated date of performance of the warranty obligations.
- 7.14. If the defect reported in the Complaint cannot be remedied effectively, the defective items of the Goods shall be replaced with new ones.
- 7.15. If the replacement of the object of the Complaint with a new one is not feasible, the Buyer shall be entitled to be reimbursed for the amount paid for the defective items of the Goods.
- 7.16. The Buyer shall lose the rights under the guarantee in the case of:
- the assembly/installation of Equipment Items in a manner that does not comply with the Instructions or the operation and maintenance manual (hereinafter: the OMM),
 - the incorrect use of an Equipment Item, including the exceeding of the permissible mass of the stored Goods or the taking of other action in relation to an Equipment Item which led to its misuse or its use contrary to the safety provisions in the OMM or the Instructions,
 - mechanical damage to the items of the Goods and the resulting defects,
 - damage caused by force majeure,
 - damage to an Equipment Item caused by an attempted repair by the Buyer itself, without the Seller's consent, or an attempted repair by a third party, at the Buyer's request, other than the Seller or an entity indicated by the Seller,
 - use of components produced by other manufacturers in the items of the Seller's Goods without Seller's consent,
 - repairs carried out by unskilled personnel on a self-reliant basis.
- 7.17. In the case of warranty repairs, the Seller shall bear all related costs, including transport and travel costs, except for a situation where an expert evaluation shows that the defect was caused through the Buyer's fault. In such case, the Buyer shall be obliged to cover all costs of performing the expert evaluation outside the Seller's place of business, including in particular the costs of travel, accommodation and the examination conducted.
- 7.18. As a condition for complaints relating to possible damage caused during transport to be examined, where the damage involves: inconsistencies as to the number of pallets received, damage to packaging, visible damage to equipment items, such complaints must be filed at the time of receipt of the Order on the Date of Receipt and recorded in the waybill in the presence of the carrier, under pain of inability to refer to them at a later date.
- 7.19. In the event that the Buyer has noticed any deficiencies, damage or other non-conformities not identified during the delivery (which cannot be noticed from the outside), it is necessary for the Buyer to file a relevant complaint no later than within 14 (fourteen) business days of the Date of Receipt.
- 7.20. In the event of the Buyer's failure to comply with the obligations under the complaint procedure referred to above, the Seller shall be released from the examination of the complaint and the

subsequent complaints shall be deemed unjustified.

- 7.21. In the event of unjustified complaints or damage to the items of the Goods through the Buyer's fault, all costs related to the examination of the complaint, in particular those related to the travel of the Seller's employees to the place of delivery or assembly/installation shall be charged to the Buyer.
- 7.22. At the Buyer's request, the Seller may carry out any repairs other than repairs under the guarantee. The cost and timing of such repair shall be determined on a case-by-case basis.
- 7.23. The Seller's liability under the statutory warranty for defects (*rękojmia*) of the Goods shall be excluded.

8. Retention of Title

- 8.1. The Goods delivered shall remain the property of the Seller until full payment has been made for them.
- 8.2. Until the transfer of ownership to the Buyer, the Buyer shall not be entitled to dispose of the Goods in any way, which includes pledging the Goods or transferring the ownership title to them as collateral. In the case of seizure of the Goods by third parties, the Buyer shall notify those persons of the Seller's ownership title, immediately notify the Seller thereof and send a copy of the seizure report to the Seller.
- 8.3. The Buyer hereby transfers, to the Seller, the claims on account of the resale of the Goods subject to the retention of title, to which the Seller consents.

9. Force Majeure

- 9.1. The parties shall indemnify each other and hold each other harmless for the non-performance or incomplete performance of their obligations under the Agreement if such non-performance is an effect of the occurrence of external and extraordinary circumstances which did not exist at the time of conclusion of the Agreement and which could not have been foreseen or prevented by any action that could be taken in the circumstances. Such circumstances include acts of war, natural disasters, fires, strikes, import bans or actions of state authorities.
- 9.2. The Party affected by force majeure must, within no more than three days, notify the other Party in writing of the occurrence, anticipated duration and date of termination of the circumstances giving rise to force majeure. Otherwise, the injured Party shall not have the right to invoke the circumstances described above.
- 9.3. In the event of force majeure, the time limits for the performance of obligations shall be interrupted for the duration of the force majeure.

10. Copyright and Confidentiality

- 10.1. All cost estimates, designs, drawings and other documents constituting elements of the Offer or provided to the Buyer in connection with the performance of the Agreement shall remain the property of the Seller, unless otherwise provided in the Agreement. The Seller is the only entity to have the related exploitation rights arising from the author's economic rights. It is prohibited to duplicate such documents and transfer them to third parties without the knowledge and consent of the Seller, and such documents shall, unless the Agreement provides otherwise, be returned by the Buyer to the Seller at any request after they cease to be required by the Buyer in connection with a particular project.
- 10.2. The Seller reserves the right to improve and modify the design and construction of its products.

- 10.3. During the term of this Agreement and for 5 (five) years after its expiry or termination, the Parties undertake to keep confidential information of each Party confidential.
- 10.4. The Parties shall treat as confidential any and all non-publicly disclosed technical, technological, commercial, financial, organizational or other information which constitutes valuable information of the disclosing Party and which may be considered as trade secrets (within the meaning of the Act of 16 April 1993 on Combating Unfair Competition, consolidated text: Journal of Laws of 2003, No. 153, item 1503, as amended), and which has been marked by the disclosing Party as confidential information or, in the case of oral or visual communication, which has been indicated at the time of disclosure as confidential information (hereinafter: the **Confidential Information**).
- 10.5. The Confidential Information may include in particular reports, business plans, commercial plans, analyses, designs, drawings, diagrams, inventions, ideas, concepts, know-how, techniques, specifications, computer software, parameters, customer or supplier information or information concerning financial projects or sales and marketing, which will be provided to the other Party.
- 10.6. The Confidential Information shall not include information:
- which has been made public by a Party;
 - which is or becomes available to a Party from a source other than the disclosing Party, provided that the obtaining of the information was legal and that the originator of the information was not obliged towards the Party to which the information relates to keep the information confidential, the disclosure of which the Party has permitted in writing;
 - the disclosure of which has been expressly authorized by a Party in writing.
- 10.7. The Parties shall be released from the obligation to keep the Confidential Information confidential if the obligation to disclose the Confidential Information results from the applicable laws. In such case, the Party shall:
- promptly notify the other Party of the obligation to disclose or the disclosure of the Confidential Information, specifying the scope of the disclosure and the person or persons to whom such information is to be or has been disclosed; and
 - disclose the Confidential Information only to the extent necessary; and
 - take all measures necessary to ensure that the Confidential Information disclosed is treated as confidential and [used] solely for the purpose for which it has been disclosed.
- 10.8. The Party receiving the Confidential Information undertakes to treat the Confidential Information at least in the same way as its own Confidential Information.
- 10.9. The Party receiving the Confidential Information undertakes to use the Confidential Information only to the extent of the undertaken cooperation.
- 10.10. All Confidential Information shall remain the property of the disclosing Party. The disclosure of the Confidential Information shall not imply the granting of any right to the Confidential Information other than the right to use it in accordance with the Agreement.

11. Final Provisions

- 11.1. Provisions of law shall apply to matters not regulated in these GTCS, with particular reference to the provisions of the CC.

- 11.2. Any disputes related to the performance of the agreements to which the GTCS apply shall be resolved by the court having jurisdiction over the Seller's registered office.
- 11.3. The appendices to these GTCS form an integral part thereof.
- 11.4. The invalidity or unenforceability of any provision of the GTCS shall not result in the invalidity or unenforceability of the Agreement as a whole and the parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision which is the closest to it in terms of meaning and purpose.
- 11.5. These GTCS shall apply to all supply agreements concluded after [01/01/2020].
- 11.6. In the case of agreements concluded before 01/06/2020, the GTCS shall apply to the extent not regulated in those agreements from the date of delivery of the GTCS to the Buyer.
- 11.7. These GTCS and any amendments thereto shall be published electronically on the Seller's website www.mago.pl in a manner enabling the Buyer to download, store and reproduce them in the ordinary course of action.

Appendices:

1. Template Order Form
2. Logistics Services Price List
3. Design Services Price List
4. Template Protocol of Receipt
5. Template Protocol of Acceptance of Assembly/Installation Works
6. Template Complaint Form
7. Template Consent to Receive Invoices in Electronic Form

Appendix 1. Template Order Form

Place, dd/mm/yyyy

ORDER FORM

ORDERING PARTY	
Company name:	
Name of the representative:	
Address:	
Email:	
Phone:	
Invoicing details:	NIP:..... REGON:.....
ORDER DETAILS	
Basis (offer no.):	
Delivery/service provision address:	
Delivery terms:	
Payment method and date:	
Net value:	
VAT rate:	
Gross value:	
Currency:	

ORDER				
	CODE	DESCRIPTION	QUANTITY	PRICE
1.				
2.				
3.				
4.				
5.				

Appendix 2. Logistics Services Price List

LOGISTICS SERVICES PRICE LIST		
TYPE OF OPERATION	NET PRICE	UNIT OF ACCOUNT
Storage of EURO-pallets* – height up to 1.50 metres and weight up to 800 kg	€ 1,50	pallet/day
Storage of EURO-pallets* – height from 1.50 to 2.00 and weight up to 800 kg	€ 1,80	Pallet/day
Unloading and entry of a EURO-pallet into storage – weight up to 800 kg	€ 3,00	Pallet
Unloading and accepting a pallet with a base greater than a EURO-pallet	€ 4,50	Pallet
Accepting a package (weight up to 30 kg and a maximum length of one side up to 1.5 m)	€ 1,40	Package
Accepting a package (weighing more than 30 kg or with a maximum length of one side of more than 1.5 m)	€ 2,00	Package
Order picking and the handover of a EURO-pallet	€ 3,26	Pallet
Order picking and the handover of a pallet with a base greater than a EURO-pallet	€ 5,43	Pallet
SKU picking on a single MIX pallet	€ 2,17	Per SKU (per line)
Arranging and securing goods on a pallet (stretch foil, corner protectors)	€ 11,00	Pallet
Sale of a disposable pallet (EURO base)	€ 7,00	Pallet
Loading of a EURO-pallet	€ 3,00	Pallet
Change of assembly/installation schedule – change of dates	€ 1100,00	Change
Co-packing – repackaging/re-branding	€ 1,50	pcs/repacking

MAGO S.A.

Rusiec, Al. Katowicka 119/121, 05-830 Nadarzyn, Poland
 KRS 0000074514; NIP PL5341136594; REGON 011944474; PKD 31.01.Z; BDO 000038312
 District Court for the Capital City of Warsaw, 14th Commercial Division, share capital: PLN 29,204,200 fully paid up

Appendix 3. Design Services Price List

DESIGN SERVICES PRICE LIST		
TYPE OF OPERATION	NET PRICE	UNIT OF ACCOUNT
Work of a Store Shelving/Racks Designer	80 EURO	unit hour
Work of a Checkout Counter Designer	100 EURO	unit hour

Appendix 4. Template Protocol of Receipt

MAGO S.A.

Rusiec, Al. Katowicka 119/121, 05-830 Nadarzyn, Poland

KRS 0000074514; NIP PL5341136594; REGON 011944474; PKD 31.01.Z; BDO 000038312

District Court for the Capital City of Warsaw, 14th Commercial Division, share capital: PLN 29,204,200 fully paid up

.....
Miejscowość
Place
Ort.....
Data
Date
Datum**PROTOKÓŁ ODBIORU
PROTOCOL OF RECEIPT
LIEFERSCHEIN**

Potwierdzam odbiór towaru zgodnie z załączonym dokumentem (Faktura)
I confirm receipt of the goods in accordance with the attached document (Invoice)
Ich bestaetige den Empfang der Ware gemaess der beiliegenden Dokumenten
(Rechnung) Nummer:

(PL)**(GB)****(DE)****FA/FE/FEU... dated...**.....
Pieczęć Firmy
Company seal
Stempel.....
Czytelny podpis przyjmującego
Legible signature of the recipient
Unterschrift

Appendix 5. Template Protocol of Acceptance of Assembly/Installation Works

MAGO S.A.Rusiec, Al. Katowicka 119/121, 05-830 Nadarzyn, Poland
KRS 0000074514; NIP PL5341136594; REGON 011944474; PKD 31.01.Z; BDO 000038312
District Court for the Capital City of Warsaw, 14th Commercial Division, share capital: PLN 29,204,200 fully paid up

Appendix 7. Template Consent to Receive Invoices in Electronic Form

MAGO S.A.

Rusiec, Al. Katowicka 119/121, 05-830 Nadarzyn, Poland
KRS 0000074514; NIP PL5341136594; REGON 011944474; PKD 31.01.Z; BDO 000038312
District Court for the Capital City of Warsaw, 14th Commercial Division, share capital: PLN 29,204,200 fully paid up

CONSENT TO RECEIVE INVOICES IN ELECTRONIC FORM**INVOICE ISSUER:**Name: **MAGO S.A.**Address: **Rusiec, Aleja Katowicka 119/121****05-830 Nadarzyn**NIP: **5341136594****INVOICE RECIPIENT**

Name:

Address:

NIP:

Pursuant to the Value Added Tax Act of 11 March 2004 (Journal of Laws of 2011, No. 177, item 1054; last amended: Journal of Laws of 2014, item 312), Article 106 m – n, the parties (the Issuer and the Recipient) agree that as of they will document the transactions concluded between them in electronic form.

1. The Issuer undertakes to send invoices in electronic form in PDF format from the following e-mail address: faktury@mag0.pl
2. The Issuer shall send correcting invoices, duplicate invoices and correcting notes in the same format.
3. If correcting invoices are received, the Recipient undertakes to additionally send a confirmation of receipt of correcting invoices to the following e-mail address: ksiegowosc@mag0.pl.
4. The Recipient consents for invoices to be sent in electronic form in PDF format to the following email addresses:
5. The Recipient and the Issuer undertake to inform each other of changes to the e-mail addresses used.
6. The e-mail address indicated in point 1 is a technical address for sending invoices; please do not send any reply messages to this address.
7. The Parties mutually agree that an invoice sent by the Issuer in electronic form shall be effectively delivered to the Recipient upon being introduced into the Internet by the Issuer in such a way that the Recipient can read it.
8. In the event of technical problems with sending invoices in electronic form, it is permissible to deliver them in paper form.
9. The Recipient may withdraw the consent to receive invoices in electronic form. The consent shall then expire 14 days after the date of receipt of the notice of withdrawal by the Issuer.
10. The consent agreement has been executed in two identical counterparts, one for each party.

Issuer

Recipient