



General Commercial Terms and Conditions



§1. General

1. These GCTC constitute the general terms and conditions for agreements within the meaning of Article 384 et seq. of the Act of 23 April 1964 Civil Code and are applicable by JBG-2. They constitute an integral part of the Agreements and shall be binding to the Parties, unless the Parties expressly agree otherwise. All amendments, additional agreements, suspensions shall require the written agreement of both Parties under pain of nullity.
2. These GCTC shall be mandatory to all Agreements concluded between the Parties and shall not be subject to exclusion, restriction or revocation after the Purchaser places an order or after the Purchaser accepts the JBG-2 offer, in particular by a unilateral declaration of the Purchaser, submitted to the JBG-2 purchase conditions or other legal acts applying to the object of purchase by the Purchaser or by the wording contained in the general conditions applicable at the Purchaser.
3. The contractual provisions, individually agreed upon and confirmed in writing by JBG-2 with the Purchaser shall take precedence over the provisions of these GCTC only within the scope of their provisions which vary from these GCTC.
4. These GCTC are publicly available to the Purchaser via the JBG-2 website: www.jbg2.com. By entering into an Agreement with JBG-2, the Purchaser consents to the GCTC in force on the date of the conclusion of the Agreement and shall conform to them.

§2. Definitions

1. Agreement – a mutual relationship between the Parties concluded based on an offer issued by JBG-2 and accepted by the Purchaser, placing an order by the Purchaser and its subsequent acceptance by JBG-2, written supply or sale agreement or orders made based on a separate framework supply agreement between the Parties.
2. Civil Code – Act of 23 April 1964 Civil Code.
3. Defect – physical defect in the Object of the Agreement, arising for reasons attributable to the Object of the Agreement, which result in decreasing the usability of the Object of the Agreement with respect to the aim specified in the Agreement or resulting from the circumstances or the purpose of the Object of the Agreement, as well as in the case where the Object of the Agreement has lost the properties communicated to the Purchaser by JBG-2.
4. Force Majeure – an unavoidable or unpredictable external, accidental or natural event, in particular catastrophic events, acts of nature and extraordinary events including disruptions of public life, such as: war, riots, epidemics, quarantine or in the form of disruptions of private life, related to ensuring uninterrupted supply of the Object of the Agreement, such as interruptions in power supply and other factors related to the use, interruptions in Internet supply or digital connections if the production facilities are unable to properly function without such assets, interruptions in the supply of materials and components of Object of the Agreement occurring for reasons beyond the control of JBG-2.
5. GCTC – General Commercial Terms and Conditions of JBG-2.
6. GDPR – 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/WE.
7. GTW – JBG-2 General Terms of Warranty.
8. JBG-2 – “JBG-2” sp. z o.o. with its registered office in Warszowice (43-254), at 5 Gajowa St., register files kept in the Register of Entrepreneurs of the National Court Register in the District Court in Gliwice, X Commercial Division of the National Court Register, KRS no.: 66339, NIP no.: 6342383421, share capital PLN 2,300,000.00.
9. JBG-2 Price List – a list of prices determined unilaterally by JBG-2, applicable for the period specified by JBG-2, relating to the Object of the Agreement, its specific types, versions, spare parts, components.
10. Object of the Agreement - refrigeration or cooling equipment and heating equipment pursuant to JBG-2 Price List.
11. Parties – JBG-2 and the Purchaser entering into Agreement.



12. Purchaser – a natural person, an organisational unit or a legal entity making a purchase of the Object of the Agreement from JBG-2 under the Agreement due to the course of its business.
13. Statutory Liability – the seller's liability for physical and legal defects of the sold item in accordance with the provisions of the Civil Code.
14. Warranty - warranty of quality issued by the manufacturer of the Object of the Agreement, constituting a contractual obligation of JBG-2 (Guarantor) to assume responsibility for the Defects arising in the Object of the Agreement, expressed through actions aimed at remedying a Defect, if such Defects shall be revealed within the period specified in the Warranty.

§3. Purchase of the Object of the Agreement

1. The purchase of the Object of the Agreement shall be made upon JBG-2's acceptance of the Purchaser's order, or based on JBG-2's offer accepted by the Purchaser or upon separate agreement. JBG-2's offer is valid for 14 days, unless JBG-2 stipulates separately otherwise.
2. In case of an offer forming by JBG-2, including with fixed term of validity, JBG-2 reserves the right to amend the offer content or cancel the offer before its acceptance, in case of an particular event occurrence, where price for the component comprising on the offered Object of the Agreement, have increased in such manner, that selling offered Object of the Agreement, basing on precedent offer became economically unjustified for JBG-2.
3. The correspondence between the Parties relating to the Agreement shall be carried out through direct means of communication, i.e. via e-mail.
4. The Purchaser shall direct all inquiries and order to JBG-2 e-mail addresses specified at the end of the GCTC.
5. The information on the Object of the Agreement presented in JBG-2 catalogues, folders and brochures, as well as included in JBG-2 website are of purely promotional nature and shall not be construed as an offer within the meaning of the Civil Code.
6. Any assurances, warranties, affirmations and amendment to the Agreement made verbally by the employees or persons acting on behalf of JBG-2 in connection to the Agreement shall not bind JBG-2, until they are confirmed in writing or via a document (e-mail) under pain of nullity, by persons authorised by JBG-2 to make such statements.
7. In the event of discrepancies between the order placed by the Purchaser and JBG-2's offer, the order confirmation issued and sent to the Purchaser by JBG-2 shall be binding.
8. JBG-2 shall have 5 working days to respond to the order placed by the Purchaser.
9. In the event that particular technical, environmental, legal or construction conditions apply on the territory where the Purchaser uses the Object of the Agreement which vary from the general standards applicable in the European Union, the Purchaser shall inform JBG-2 on the particular conditions prior to entering the Agreement, under pain of releasing JBG-2 from responsibility for the lack of compliance of the Object of the Agreement with the particular conditions.
10. The Purchaser shall have the right to cancel the order only under special circumstances, subject to prior written agreement on the conditions for cancelling the order made with JBG-2. JBG-2 shall have the right to charge the factual costs accrued due to the cancellation against the Purchaser – however they shall not exceed the value of the order, in particular after the production process of the Object of the Agreement has started.
11. The Order placed by the Purchaser shall not be binding to JBG-2 and shall not restrict JBG-2's right to refuse to execute the order.

§4. Payment Terms and Prices

1. Unless the Parties have agreed otherwise, the prices included in JBG-2 Price List applicable at the day of placing the order shall apply to the Object of the Agreement.
2. Unless the Parties specified otherwise, the prices presented by JBG-2 all apply INCOTERMS 2020 EXW JBG-2 manufacturing facility and shall not include the costs of shipping, packing, warehousing, insurance, taxes, duties and other public liabilities.
3. The Purchaser shall be obliged to pay the price in the form of a prepayment, unless other terms results from the Agreement.
4. The price shall be payable via bank transfer to JBG-2's bank account indicated on the invoice.



5. The payment shall be deemed to be made on the date they are credited to JBG-2's bank account.
6. JBG-2 shall have the right to unilaterally change the prices specified in the JBG-2 Price List. The price change shall be deemed effective after the Purchaser receives JBG-2 Price List containing the changed prices in documentary form (e-mail) or electronically along with an effective date. If the JBG-2 does not specify the effective date for the changes in the JBG-2 Price List, the changes shall apply within 1 month after the Purchaser receives the updated JBG-2 Price List.
7. In the event of default on the payments due to JBG-2 under the Agreement, JBG-2 shall have the right to discontinue deliveries of the Object of the Agreement and to suspend the execution of the already accepted orders. The JBG-2 shall have the right to make the execution of an order placed by the defaulting Purchaser conditional upon an advance payment or upon establishing an additional security.
8. All payments made by the Purchaser who is in default shall be set off first towards the most postponed receivables, interest for late payments in commercial transactions and other incidental receivables, and finally towards the principal amount.
9. In the case of a delay in the payment of the price, JBG-2 shall have the right to claim interest for late payments in commercial transactions for each day of delay until the date of payment of the price. JBG-2 shall have the right to claim statutory interest, unless another interest rate is specified in the Agreement. The obligation to pay interest shall not exclude the right to claim damages on general terms.
10. Claiming damages for the Defects of the Object of the Agreement shall not release the Purchaser from the obligation to make the payment for the Object of the Agreement within the agreed time limit.
11. JBG-2 may grant the Purchaser trade credit within the limit set unilaterally by JBG-2. The change in the amount of the trade credit shall be made at the discretion of JBG-2 and shall be notified to the Purchaser. In the event that the Purchaser exceeds the trade credit, JBG-2 shall have the right to make further deliveries conditional upon advance payments or upon an additional security for the payment for the Object of the Agreement.

§5. Delivery and Transport of the Object of the Agreement

1. The Object of the Agreement shall be delivered if the Parties have agreed to such an obligation of JBG-2 under the Agreement and shall be made within the time limit specified in the Agreement.
2. The delivery date may be subject to amendment in the event of: a) suspension of delivery for reasons attributable to the Purchaser; b) Purchaser's delay in the payment of the price; c) if the Purchaser fails to provide JBG-2 with the information required to carry out the delivery; d) issues with transport at the border (in the case of international transport); e) Force Majeure; f) changes in the applicable law during the implementation of the Agreement, requiring to implement specific amendments. In such case, the delivery date shall be extended by the period of such circumstances, considering the time required by JBG-2 to resume delivery – for which JBG-2 shall not be held responsible.
3. JBG-2 shall not be responsible for the acts or omissions of the transport company. In the event of a delay or defects in the delivery, the Purchaser shall direct his or her claims in that respect directly to the transport company, pursuant to the provisions of the transport law.
4. The cost and the risk of transport of the Object of the Agreement shall be borne by the Purchaser. Unless the Parties agree otherwise, the delivery shall be made INCOTERMS 2020 EXW JBG-2 manufacturing facility.
5. The risk of damage, destruction or loss of the Object of the Agreement shall pass to the Purchaser upon the issuance of the Object of the Agreement by JBG-2 or upon the issuance of the Object of the Agreement to a transport company.
6. Immediately upon receiving the Object of the Agreement, the Purchaser shall check the compliance of the delivered Object of the Agreement with the order. The Purchaser shall check in particular: the condition of the consignment as well as the quality, quantity and the range of the delivered Object of the Agreement, and immediately raise any objections in that respect to the transport company and JBG-2 by drawing up a non-conformity report with a representative of the transport company. JBG-2 reserves the right to inspect the reported damage at the place



of receipt of the Object of Agreement by the Purchaser in the event of claims that the accountability for the non-compliance of the Object of the Agreement lies with JBG-2.

7. Noticeable damages to the Object of the Agreement which occurred in transport, shall be immediately reported to the transport company by the Purchaser; the Purchaser shall also draw up an appropriate complaint report.
8. The Purchaser shall report all damage to the Object of the Agreement arising in transport which are not visible from the outside during acceptance to the transport company and JBG 2 within 7 days after the acceptance of the Object of the Agreement; the Purchaser shall also draw up an appropriate complaint report with the transport company.
9. In the event of any qualitative or quantitative deficiencies in the Object of the Agreement attributable to JBG-2, the Purchaser shall report this fact to JBG-2 in writing or via a documentary form (e-mail), however not later than 7 days after the receipt of the Object of the Agreement from the transport company. JBG-2 shall immediately remedy the qualitative defects or rectify the quantitative defects of the delivered Object of the Agreement.
10. Upon the receipt of the products, the JBG-2 shall transfer the following delivery documents to the Purchaser (or the transport company):
 - a) packing list and CMR,
 - b) commercial invoice per request,
 - c) quality certificates and instruction manuals – if required.
 - d) other documents specific to the type of international delivery.
11. The Purchaser shall immediately submit to the JBG-2 the delivery confirmation documents, i.e., packing list and a copy of the CMR (or other documents, in the case of product deliveries outside of the EU), under pain of claim for damages made by the JBG-2 for the VAT tax charged against the JBG-2 due to the Purchaser's failure to return the aforementioned documents (relates to intra-community delivery).

§6. Receipt of the Object of the Agreement

1. The delivery of the Object of the Agreement and JBG-2's obligation to carry out installation of the Object of the Agreement at the Purchaser's site or at another location agreed with the Purchaser shall be confirmed by an acceptance protocol.
2. The representatives of the Parties present at the assembly site shall sign the acceptance protocol. Parties presume that persons (including end customer staff instead of Purchaser staff) present on site within the delivery or installation act legally on behalf of the Parties and are authorized to sign acceptance protocol, even if no written power of attorney were granted.
3. The acceptance of the installed Object of the Agreement shall be made immediately after JBG-2 reports the completion of the installation, however not later than within 48 hours.
4. The Parties shall indicate any non-conformities found in the installed Object of the Agreement in the acceptance protocol and set a time limit for remedy.
5. In the event that the Purchaser or an authorised third party shall refuse to sign the acceptance protocol on time or due to non-conformities described in Item 4 occurrence, JBG-2 shall have the right to draw up a unilateral acceptance protocol.
6. The acceptance protocols indicated in item 4 and 5 shall have the same legal effects as the acceptance protocol signed by both Parties pursuant to Item 1.

§7. Accountability

1. JBG-2 shall not be obliged to verify the correctness of the Purchaser's order nor any other information submitted by the Purchaser in relation to the order specifications. The Purchaser shall be liable for the aforementioned information supplied to JBG-2.
2. The Purchaser shall assume responsibility for the possibilities and the effects of using the Object of the Agreement provided by JBG-2 in the Purchaser's specific construction solutions, even in the case when JBG-2 was included as an advisor or a consultant during the preparation of the construction and the final appearance of the Object of the Agreement.



3. JBG-2 shall be liable for non-performance or improper performance of the Agreement; however, the accountability shall be limited only to factual damage, excluding lost profits. JBG-2 shall not be accountable for any damage arising due to the Purchaser's improper selection of the Object of the Agreement, its improper use or use in violation of the intended purpose or the instruction manual, as well as any other damages whose occurrence or scope arose due to the condition and the properties of the infrastructure where the Object of the Agreement is to be used, in particular including the components of the infrastructure to which the Object of the Agreement is to be connected.
4. In all cases, JBG-2 accountability for all damage not covered by the exemption shall be restricted to the maximum amount of 100% of the agreed net price of the Object of the Agreement, however the restriction shall not apply to damage caused by wilful misconduct.
5. The Purchaser's delay in the acceptance of the Object of the Agreement in the agreed time and place shall grant JBG-2 the right to transfer the Object of the Agreement to JBG-2's warehouse at the expense and the risk of the Purchaser and to charge the storage costs against the Purchaser. The storage cost shall correspond to the average market value applicable as at the date of transferring the Object of the Agreement to the warehouse. The transfer of the Object of the Agreement to the JBG-2 warehouse shall be tantamount to delivery of the Object of the Agreement to the Purchaser and shall grant JBG-2 the right to issue an invoice for the Object of the Agreement.
6. Without prejudice to the provisions of Item 5, the Purchaser's delay in the acceptance of the Object of the Agreement in the agreed time and place in excess of 1 month shall grant JBG-2 the right to a discretionary decision to:
 - 1) withdraw from the Agreement within 1 month – tantamount to the Purchaser's obligation to reimburse JBG-2 with the costs incurred by JBG-2 due to the withdrawal from the Agreement (production costs, storage costs, costs related to the handling of the withdrawal);
 - 2) to dispose of the Object of the Agreement towards the implementation of another agreement concluded with a third party. JBG-2 shall notify the Purchaser about the disposal and establish a new date for the delivery of the Object of the Agreement – which shall not constitute a delay in the delivery of the Object of the Agreement.
7. In the event that the Agreement obliges JBG-2 to deliver the Object of the Agreement with installation, and the facility where the Object of the Agreement is to be installed is not ready to operate and there is no possibility to commence the installation, the Purchaser shall bear the cost and risk of storing the Object of the Agreement at the facility or at another location determined by the Purchaser until the time when JBG-2 will be capable to commence with the installation.
8. The Purchaser shall reimburse JBG-2 with all costs incurred by JBG-2, damages or property charges imposed on JBG-2 by third parties due to the non-performance or an improper performance of the Agreement by the Purchaser, including the breach of the Agreement.

§8. Warranty and Statutory Liability

1. All provisions governing JBG-2's liability towards the Purchaser under the Warranty are stipulated in the GTW.
2. JBG-2's Statutory Liability shall be excluded.

§9. Subcontractors

JBG-2 shall have the right to hire subcontractors to perform the Agreement, in particular for the transport, assembly, installation or servicing the Object of the Agreement without the prior consent of the Purchaser.

§10. Intellectual and Industrial Property Rights

1. JBG-2 reserves the exclusive rights to all the products of its individual activity (as the result of the actions taken independently and creatively by JBG-2), in particular illustrations, sketches,



technical dossier, catalogues, samplers as well as other similar documents developed by JBG-2. Disclosing the aforementioned documents to third parties by the Purchaser shall be strictly prohibited. The express written or documentary (e-mail) consent of JBG-2 shall constitute an exception.

2. All solutions used by JBG-2 with respect to the Object of the Agreement (inventions, utility models, industrial designs, trademarks, layouts of integrated circuits), shall constitute exclusive industrial property rights of JBG-2 and shall not be used, copied, modified or made available to third parties by the Purchaser unless expressly approved by JBG-2 in writing.
3. The production of an Object of the Agreement in accordance with the Purchaser's individual project having individual and non-standard features of the Object of the Agreement shall constitute an exception to the reservation included in Item 2 under the condition, that the Parties have previously concluded an additional written agreement regarding the individual design of the Object of the Agreement under pain of nullity, including an indication of the holder of the intellectual property and industrial property rights.

§11. Force Majeure

1. The Parties shall be exempt from liability under the Agreement, insofar as it is the result of Force Majeure.
2. The Party affected by Force Majeure in the performance of the Agreement shall notify the other Party of the occurrence or cessation of the circumstances indicated in Item 1.
3. In the event that the circumstances indicated in Item 1 shall persist for a period exceeding three months after the date on which they arise, each Party shall have the right to immediately terminate the Agreement and neither Party shall be entitled to claim compensation from the other.

§12. Retention of Title

1. JBG-2 reserves the right to retain the ownership title to the Object of the Agreement ordered by the Purchaser until the Purchaser pays the full price of the Agreement, including in comprehensive scope (basic, extended and prolonged).
2. In the event that the sold Object of the Agreement is processed, combined or mixed with other items, JBG-2 shall be the co-owner of such new item.
3. In the event of further sale of the Object of the Agreement which has not been paid for by the Purchaser, the claim arising from the sale shall be assigned to JBG-2 – up to the amount of claims due to JBG-2 from the Purchaser under the Agreement.

§13. Assignment

The assignment of the Purchaser's claims against JBG-2 shall be permitted subject to the prior approval of JBG-2 expressed in writing under pain of nullity.

§14. Personal Data Protection

1. In order to comply with the standards contained in Article 13, Items 1 and 2 and Article 14, Items 1 and 2 of the GDPR, JBG-2 hereby informs the Purchaser and as well as other persons whose data have been made available to JBG-2 by the Purchaser of the following:
 - 1) "JBG-2" sp. z o.o. with its registered headquarters in Warszowice (43-254), at 5 Gajowa St. is the data controller of the personal data. The data controller has appointed a personal data officer (iod@jbg2.com).
 - 2) personal data shall be processed for the purpose of the proper performance of the Agreement (i.e., performance of contractual obligations, ensuring contact with persons acting on behalf of the other Party to the Agreement, establishing, investigating or defending against claims, archiving data, accounting settlements), i.e., Pursuant to Article 6, Item 1(b), (c) and (f) of the GDPR.
 - 3) the recipients of the personal data may include:



- providers of services supplying the data controller with technical and organizational solutions enabling management of the data controller's organization (in particular courier and postal companies, carriers, forwarders, IT service providers);
 - providers of legal and advisory services and as well as entities assisting the data controller in pursuing claims;
 - organisations responsible for organising and collecting waste equipment;
 - other entities providing services to the data controller or entities to which the data controller entrusted the processing of data on the basis of a separate entrustment agreement (accounting office, IT system operators, etc.).
- 4) the personal data may be transferred to a third country, outside the EEA (Sri Lanka) – in the event of the maintenance of the data controller's operating system. The European Commission has not issued a decision on the adequate level of protection in such scope; however, the data shall be adequately protected by the standard data protection clauses as accepted by the European Commission.
 - 5) the personal data shall be retained for the period necessary to perform the Agreement, and upon its termination or expiry for the period of limitation of claims in accordance with the applicable legal regulations.
 - 6) each data subject whose personal data are processed by the data controller shall have the right to access the data, and the right to however, rectify, transfer, remove, limit the processing and the right to object to the processing of such data – depending on circumstances in which particular right applies.
 - 7) each data subject whose personal data are processed by the data controller shall have the right to file a complaint with the President of the Personal Data Protection Office when he or she decides that the processing of his or her personal data violates the regulations on personal data protection.
 - 8) stating the personal data constitutes a contractual obligation and is necessary to achieve the intended purpose.
 - 9) the data is gathered from the agreement and the direct actions taken by the person acting on behalf of another Party to the Agreement.
 - 10) in order to exercise the applicable rights or to raise the issue of personal data protection, JBG-2 kindly asks you to contact the data controller's headquarters at: 5 Gajowa St., 43-254 Warszowice - including a note stating "to the data protection officer", or by electronic communication to iod@jbg2.com.
2. Due to the fact that in the process of performing the Agreement, the Purchaser will be providing JBG-2 with the personal data of its employees or associates, in order to ensure the proper performance of the Agreement, JBG-2 obliges the Purchaser to inform its employees or associates about the personal data processing on behalf of JBG-2 in accordance with the clause specified in Item 1, and the Purchaser accepts and undertakes to perform this obligation at the latest upon providing personal data of its employees or associates to JBG-2.
 3. Further information concerning data protection may be found in JBG-2 privacy policy available at: www.jbg2.com.

§15. Final provisions

1. JBG-2 reserves the right to introduce construction and technical changes to the Object of the Agreement which do not affect the suitability of the previously purchased Object of the Agreement.
2. The Agreement and the GCTC shall be governed by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.
3. The disputes arising due to the Agreement and the GCTC shall be resolved by a Polish common court having jurisdiction over the registered office of JBG-2.
4. The Parties hereby may agree for the disputes arising in connection with this Agreement to be settled in accordance with the rules of arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with those rules and the ICC Rules of Arbitration. At the same time, the Parties shall indicate the city of Katowice as the place of arbitration and agree



that the arbitration proceeding shall be conducted in English or in Polish. The arbitration shall be based on the prior separate written agreement of both Parties.

5. The invalidity or the ineffectiveness of certain GCTC provisions shall not affect the validity or effectiveness of the remaining provisions.
6. JBG-2 reserves the right to amend GCTC on each occasion. JBG-2 will inform about the amendment by way of publishing amended GCTC on JBG2's website indicated in § 1.
7. In the event that these GCTC have also been formulated in language other than English or Polish, the English or Polish version of the GCTC shall prevail in case of a dispute.
8. The Purchaser shall not have the right to disclose the knowledge and information obtained in the course of communication with JBG-2 to third parties in matters covered by JBG-2's business or commercial secrets without JBG-2's consent.
9. For the entire duration as well as after the termination of the Agreement, the Purchaser shall not distribute, disclose or use any information which does not constitute a business or commercial secret of JBG-2, but the dissemination, disclosure or use of which could in any way damage the reputation or otherwise harm JBG-2.

Contact details:

All contact data may be found at: <https://jbg2.com/contact.html>

Working hours: Monday – Friday 8:00 – 16:00 (excl. public holidays and non-working days)

