

General Terms and Conditions of Offering and Sale

These general terms and conditions of valuation and sale and the accompanying offer, invoice or agreement (collectively referred to as the 'General Terms and Conditions of Offering and Sale' or 'GTCOS') are the standard terms and conditions of the provision of services provided by LECO Polska sp. z o.o. with its registered office in Tychy, ul. Towarowa 23, 43-100 Tychy, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number: 0000098335, NIP (tax identification number): 9540010231 and REGON (statistical identification number): 272273419 (hereinafter referred to as the 'LECO Polska' or the 'Company').

The content of this document replaces any previous or contemporaneous understandings, agreements, negotiations, declarations, guarantees and communications, whether written or oral. This Agreement shall take precedence over the general terms and conditions of the Company's counterparties, whether and when the counterparty places a purchase or service order. Any additional or different terms and conditions proposed by the counterparty in any purchase order or other document shall be considered as a material change of the GTCOS and are hereby rejected. Any contractual terms and conditions proposed by the Company's counterparty shall be non-binding and these GTCOS shall constitute the complete and exclusive terms and conditions of the Company's sales and services to the counterparty. In particular, the Company shall not be bound by any contractual terms and conditions of the counterparty which are in conflict with these GTCOS, even if they have become known to the Company by virtue of previous events such as inquiries, orders, previous business relations, etc. and have not been expressly objected to by the Company, or if the Company, being aware of the counterparty's terms and conditions to the contrary, has proceeded to perform the agreement on its behalf without further objection. Any deviations from these GTCOS may result only from mandatory provisions of law and from agreements (separate agreements) concluded between the parties in writing under pain of nullity.

1. Prices

The prices quoted are prices valid on the day of submitting the offer and are binding on the parties for thirty (30) days from the date of its submission, unless otherwise specified in the offer itself or in another written agreement between the parties.

2. Payment

If LECO Polska grants a credit to the buyer (deferred payment date), the payment deadline shall be fourteen (14) days from the date of issuance and transmission of the invoice to the counterparty, unless the offer provides otherwise. Unless expressly agreed otherwise in writing, payment by the counterparty is not contingent upon installation of the equipment or receipt of payment from a third party. LECO Polska reserves the right to refuse to provide further goods and/or services until the due payments are received.

3. Delivery and ownership

Until 100% of the value of the goods has been paid, they shall remain the property of the Seller. Unless indicated otherwise in the offer of LECO Polska, all consignments of goods will be delivered under DAP Incoterms 2020. Delivery dates are approximate, LECO Polska shall not be held liable for any losses or costs incurred by the counterparty as a result of a failure to meet the specified estimated delivery schedule, in particular due to unavoidable production requirements.

The counterparty is responsible for confirming the receipt of the delivered goods by signing the relevant document presented by the person making the delivery.

The counterparty is responsible for proper verification of the delivered goods in the form of spare parts of devices and consumables for the devices in terms of compliance of the delivered goods with the placed order immediately after receipt of the order. Complaints about incomplete deliveries must be submitted to LECO Polska to the following e-mail address: info_pl@LECO.com within fourteen (14) days from the date of delivery, otherwise the claims for incomplete deliveries shall be lost.

Upon delivery, it shall be the duty of the counterparty to check the packaging for durability and to report any damage to the person making the delivery or to refuse acceptance of the goods on pain of assuming that any damage has occurred after the risk of accidental loss or destruction of the goods has been transferred to the counterparty and that the counterparty therefore accepts responsibility for any damage. In case of a delivery including the whole device with equipment, excluding the delivery of spare and wearing parts, the process of unpacking and checking for the conformity of the delivery with the order may only be done with the participation of an authorised representative of LECO Polska. Any irregularities and deficiencies must be reported immediately to the authorised representative of the Company during the unpacking process. In the event of failure to comply with the above requirements, the contractual partner loses the right to invoke the non-conformity of the goods with the order and its claims under the warranty given, except for defects in goods and their lack, which could not be detected due to the hidden nature of the defect or the lack of goods.

The counterparty shall be responsible for the disposal of packaging, protective foils and any materials necessary for the proper delivery of the ordered goods, left after the process of unpacking and installation, unless the parties agree otherwise in writing.

4. Taxes

All prices are net prices (not including VAT) unless the offer provides otherwise. If the counterparty is exempted from any taxes, it must provide the LECO Polska with relevant documents confirming the tax exemption at the time of placing the order.

5. Acceptance and execution of the order

Orders are accepted in writing or electronically (electronic correspondence). E-mail address: info_pl@LECO.com or the Company's address: ul. Towarowa 23, 43-100 Tychy. The order must be placed by a person authorised by the counterparty.

The order should include: the counterparty's data, delivery address, form of transport, the subject of the delivery and the quantity, the agreed delivery date and remarks, including any additional information affecting the proper performance of the order.

When placing an order, the counterparty confirms reading and accepting the following General Terms and Conditions of Offering and Sale.

All orders must be confirmed by LECO Polska. The order will be treated as accepted if the counterparty receives a written or electronic confirmation of the order.

6. Installation and uninstallation of devices

The process of installation of the device, excluding spare parts and wearing parts of the device, may only be carried out in the presence of an authorised representative of LECO Polska, under pain of losing the warranty.

Together with the confirmation of the order for the device, excluding spare parts and wearing parts of the device or immediately after confirming it, LECO Polska shall provide the counterparty with a document containing the necessary information for the proper preparation of the technical infrastructure required to connect the device (pre-installation guide). Unless otherwise agreed between the parties in writing, the counterparty is obliged to provide appropriate technical infrastructure as of the date of delivery, under pain of reimbursement of additional costs incurred by the Company in relation to the need to ensure the presence of an authorised representative of LECO Polska during the installation of the device.

Unless otherwise agreed in writing between the parties, each time the device is uninstalled in order to return the goods, replace them or exercise the counterparty's rights under the warranty, requires the presence of an authorised representative of LECO Polska, under pain of losing the right to return the goods, replace them or under pain of losing the warranty.

7. Software

All software delivered with the device is licensed in accordance with software license agreements provided with software. The use of software is permitted only within the limits specified in the EULA (End User License Agreement) document delivered with the software.

The counterparty is not authorised to further distribute the software, including granting sublicenses.

8. Unforeseen circumstances and force majeure

LECO Polska shall not be liable for partial or total non-performance of obligations under the concluded agreement if the non-performance was due to circumstances of force majeure. Force majeure shall be understood as any circumstance that occurs after the conclusion of the agreement that is independent of the will of the parties to the agreement, has its source in external events and prevents the performance of the contractual obligations and whose consequences cannot be avoided and could not be foreseen at the time of conclusion of the agreement, in particular: terrorist acts, acts of government or forces of nature; interruption of telecommunications, power supply or transport; non-performance of agreements by the parties of the contractors or suppliers; inability to obtain the necessary manpower or materials. In such a case, LECO Polska reserves the right to cancel the relevant order without incurring any liability to the Customer.

9. Limited Warranty

Pursuant to Article 558 of the Civil Code, LECO Polska excludes the warranty for sale between entrepreneurs. All devices included in the offer of LECO Polska are covered by the warranty. Detailed terms and conditions of the warranty, including warranty periods, are included in the warranty card always attached to the device. The warranty period for the devices begins on the day following the date of due installation of the device in the manner specified in point 6. LECO Polska also provides a warranty for offered spare parts. Unless the invoice or release protocol provide otherwise, the warranty shall be granted for a period of 3 months. The warranty period begins with the handing over of the device to the counterparty.

LECO Polska does not provide warranty for wearing parts, such as crucibles, combustion tubes, heaters, gaskets, ceramic boats, reagents and templates, filters, ignition wire, metal sleeves of the calorimetric vessel and other elements subject to natural wear and tear.

Replacement or repair of devices and spare parts of devices does not interrupt or suspend the warranty periods.

Unless otherwise agreed in writing, the counterparty shall bear the costs of transporting the defective device, including spare parts of the device to LECO Polska, and LECO Polska covers the costs of return transport to the counterparty, excluding the cases indicated below.

LECO Polska shall not bear the costs of returning the device, including spare parts of the device to the counterparty if, after its inspection and testing, it turns out that the device, including spare parts of the device, is not subject to warranty. LECO Polska shall notify the counterparty of this fact and return the equipment at the counterparty's expense.

This Limited Warranty does not apply if the defect of the device, including spare parts of the device occurred as a result of improper operation, maintenance, installation, repair or calibration (executed by a party other than LECO Polska); unauthorised modification; work in conditions deviating from those specified in the specification of the device; use of incorrect hardware tools (i.e. registration keys, software, diagnostic tools) and negligence; exposure to risks such as a lightning strike, flood or other unforeseen actions caused by improper use of the device or by use inconsistent with the device's intended purpose.

Any warranty claims relating to purchased devices, including spare parts, must be reported within seven (7) days following the detection of the grounds for such a claim under pain of losing the warranty rights.

The return of devices, including spare parts of devices, requires prior notification of the LECO Polska of the planned return and its grounds. The notification must be confirmed by the Company in writing or electronically, otherwise it shall be accepted that the Company has not been notified. In addition, the return of the devices requires the uninstallation referred to in point 6. Failure to comply with the above obligations shall result in the loss of rights under the warranty.

10. Replacements, modifications

LECO Polska may modify the specifications of devices, including spare parts designed by itself and replace the manufactured devices, including spare parts for modified devices, provided that they comply with the agreement between the parties. On account of modifications made, the counterparty is not entitled to withdraw from the agreement or to reduce the price. If the device or spare parts of the device do not have the characteristics which the parties assumed in the conclusion of the agreement and which are necessary for the proper achievement of the intended purpose by the counterparty, the counterparty is entitled to the claims indicated in this point.

If, in the course of the counterparty's use of the modified device referred to above, including spare parts of this device, a lack of the features required by the agreement of the parties is revealed, the counterparty is obliged to immediately notify LECO Polska about the non-compliance of the device with the agreement and to deliver the device, including spare parts of the device, to the place indicated by LECO Polska, taking into account binding provisions of these GTCOS, in particular regarding the possibility of uninstallation and returns, under pain of losing the right to such a defect.

LECO Polska shall be liable for the defect referred to above only if the tests of the device, including spare parts of the device reveal existing deficiencies and confirm that they were not caused by an accident, improper use, negligence, alteration, improper installation, unauthorised repair or improper tests.

LECO Polska reserves the exclusive right to decide on how to handle the counterparty's complaint referred to in this point, i.e. the choice between repair or replacement of defective device, including spare parts of the device.

11. Limitation of liability

Unless the mandatory provisions of law or the provisions of these GTCOS stipulate otherwise, the liability of the Company shall always be based on the principle of fault and shall be limited solely to willful misconduct. This liability shall always be limited to damage that is a normal, foreseeable and direct consequence of an act or omission of LECO Polska. Any further liability of LECO Polska for non-performance or improper performance of the agreement, not provided for herein, with the exception of mandatory provisions of law, shall be excluded. In any event, the liability does not cover, in particular, indirect damage and damage in the form of lost profits.

The above provisions of this point shall apply mutatis mutandis to claims for damages other than for non-performance or improper performance of the agreement, in particular to claims for unlawful acts, except for claims for damage caused by a hazardous product and for personal injury.

To the extent that the liability of LECO Polska is excluded or limited, this exclusion or limitation applies to the personal liability of the representatives, employees and associates of LECO Polska and the persons whom the Company has entrusted with the performance of the agreement.

In addition, under no circumstances shall the total liability of LECO resulting from or related to this agreement, whether or not it results from a breach of the agreement, unlawful acts (including negligence) or otherwise, exceed the total amount paid by the counterparty to LECO Polska under the applicable agreement/order, purchase or agreement for the provision of services between the parties.

The Company shall not be held liable for any damage caused, including damage to persons, as well as any obligations and claims arising as a result of a breach of any agreement concluded between the Company and its counterparty and related to improper or negligent use of any product by the Company's counterparty or a third party that has acquired the product regardless of whether such purchase was made from the Company's counterparty or from a third party.

The counterparty of the Company shall be fully liable for its actions and omissions related to improper or negligent use of products acquired from LECO Polska. To this end, the contracting party shall indemnify the Company against all claims of third parties and shall take all steps to indemnify LECO Polska against any legal action brought by third parties related to improper or negligent use of the products of LECO Polska. In the event that LECO Polska incurs costs to defend its rights, including legal fees, court costs, settled claims of third parties, etc., the counterparty agrees to pay damages to the Company with a separate request indicating the amount of the damage and its cause.

The above provisions shall apply in the case of reporting any claims of third parties to employees, representatives, partners and agents of the Company.

12. Confidential information

Technical information, trade secrets, proprietary or similar, belonging to LECO Polska, contained in plans, drawings, specifications, photographs or other documents (collectively, 'Confidential Information') disclosed or provided by LECO Polska to the counterparty or its officials, directors, employees or agents (collectively, the 'Representatives') and all copies thereof, including without limitation materials of any kind containing the 'Confidential Information', are the sole property of LECO Polska.

The Company's disclosure of Confidential Information to the Counterparty or its Representatives shall not be construed as granting to the counterparty or its Representatives, expressly or impliedly, any rights to the Confidential Information. At the request of LECO Polska, the counterparty shall promptly provide all Confidential Information held by or under the control of the counterparty or its Representatives, in writing, electronically or otherwise, including without limitation all copies or extracts thereof or extracts therefrom.

All Confidential Information shall not be disclosed to any person or entity without the prior written consent of LECO Polska. The counterparty and its Representatives shall secure and protect LECO Polska and its representatives, directors, employees and agents against all costs, expenses or losses suffered or experienced by any of them as a result of a breach of this provision.

For a breach of the confidentiality principle referred to in this point, in particular for unauthorised disclosure of Confidential Information without the required written consent of the Company, the counterparty shall pay LECO Polska a contractual penalty in the amount of PLN 100,000.00 (one hundred thousand Polish zlotys) for each breach separately.

13. Intellectual property

All specifications, drawings, diagrams, tests, designs, inventions, engineering remarks, financial information, technical data, samples, prototypes, models and/or equipment ('Technical Information') provided by LECO Polska, directly or indirectly, remain the property of the Company and are to be kept confidential by the counterparty.

The counterparty shall not reproduce, use or disclose the Technical Information to other persons without the prior written consent of LECO Polska and shall return all Technical Information upon request or after LECO Polska has fulfilled its obligations under the concluded agreement.

The counterparty shall disclose technical information only to those employees whose knowledge is necessary from the perspective of the purpose of the concluded agreement and proper performance thereof and only under the condition of obligating those employees to maintain confidentiality at least equivalent to the provisions contained herein, under pain of payment to LECO Polska of the contractual penalty provided for in point 12 of the GTCOS.

The Counterparty agrees that any information disclosed to LECO Polska related to the design, manufacture, sale or use of the goods sold shall be disclosed under the concluded agreement and agrees to such a disclosure. LECO Polska may use such information only for the purpose of proper performance of the agreement concluded between the parties.

Unless otherwise stated in the agreement between the parties, LECO Polska reserves all property rights, in particular those resulting from the protection of copyright and intellectual and industrial property rights, for all research methods developed by the employees of LECO Polska in the course of performance of the agreement between the parties.

Unless the agreement between the parties expressly indicates otherwise, the sale by LECO Polska of the devices, including spare parts of the devices, as well as the provision of services to the counterparty, does not transfer to it any copyright, intellectual and industrial property rights for any studies, research, technical solutions, computer programmes, etc., provided to the counterparty.

14. Cancellation

Unless otherwise agreed by the Company in writing, orders for goods or services may not be cancelled by the counterparty for any reason other than the force majeure referred to in point 8 hereof.

If, in the opinion of LECO Polska, the financial standing of the counterparty does not justify certain payment terms, the Company may cancel the delivery of the ordered goods or services, unless the counterparty immediately pays for the goods or services delivered or pays for all goods or services before delivery.

15. Non-Waiver of Default and Collection Rights

If the counterparty fails to fulfil its obligations arising from the agreement concluded between the parties, LECO Polska may invoke legal remedies provided for in the provisions or conditions specified in this document and may refuse to make further shipments. If LECO Polska decides to continue the shipment, such actions do not constitute a voluntary waiver of the exercise of rights due to non-performance or improper performance of the agreement by the counterparty, nor do they affect the legal remedies available to the Company related to such irregularities.

16. Applicable law

All matters arising out of or relating to the agreement concluded between the Company and the counterparty shall be governed by the Polish law.

Any disputes arising under the concluded agreement shall be settled by a court having jurisdiction over the registered office of LECO Polska.

17. Assignment

The counterparty shall not be entitled to transfer, even in part, the rights under the warranty granted by LECO Polska for the purchased devices, including the spare parts of the device, to any third party, which is not a party to the concluded agreement.

18. Compliance with the law

The Purchaser is obliged to comply with all applicable laws. Disclosure of Confidential Information within the meaning of these GTCOS, including proprietary or protected information, may result in fines, penalties, damages, suspension of business activities, exclusion from membership in bodies representing legal persons or in criminal proceedings. The counterparty is obliged to protect and limit access to the above-mentioned information requiring protection.

The counterparty shall be responsible for obtaining all licenses, permits, authorisations, etc., which may be required under applicable laws at the place of delivery of the products of LECO Polska. At the same time, LECO Polska excludes its liability for non-performance or improper performance of obligations due to the counterparty's failure to hold relevant licences, permits, authorisations, etc.

19. Severability of conditions

If any phrase, clause or provision hereof are deemed invalid, this shall not affect the validity of any remaining provisions and the agreement between the parties shall remain in full force and effect.

However, if, without the invalid provision, the agreement between the parties is unenforceable, the parties shall agree to replace the invalid provision with a new provision that is analogous in content and purpose.

20. Disclosure of information

Neither party to the agreement concluded between the Company and the counterparty shall, without the prior written consent of the other party, publicly announce or otherwise disclose the existence of the terms and conditions of the concluded agreement or disclose any information concerning it. This provision shall also apply after the expiry, termination or performance of the agreement.

The content of the agreement concluded between the parties is hereby acknowledged as Confidential Information within the meaning of the GTCOS, the breach of which shall result in the counterparty being obliged to pay a contractual penalty to the Company under the principles set forth in point 12 of the GTCOS.

21. Export compliance

Devices, including spare parts of the device, as well as the wearing parts of the device, hereinafter referred to as the "Products" (which, for the purposes of this point, also include software and technologies incorporated or supplied with the Product or performed by the employees of LECO Polska) purchased from LECO Polska are subject to inspection in accordance with U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) used by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other relevant US export control laws and sanctions regulations, including regulations applied by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, the products distributed from the LECO distribution centre in Europe are controlled in accordance with the European Union Council Regulation ("EU") No 428/2009, and their export and intra-EU transfers can also be subject to separate licence requirements in accordance with the European Union Council Regulation No 428/2009 and its implementing regulations. The products cannot be exported or re-exported to any country on which the US Government imposed sanctions (currently Cuba, Iran, North Korea, the Republic of Sudan and Syria, but the US Government may amend that list). The counterparty agrees to comply with the export and trade sanctions laws of all countries to which they apply and will not export, re-export, or ship Products purchased from LECO without the required authorisation, including an export/re-export licence from the US authorities to any prohibited country or for prohibited end-uses. The products may also require an export license issued by the appropriate authorities before being returned to LECO Polska. Issue of the Offer, confirmation of the order of sale or authorisation of the return by LECO Polska does not constitute an export authorisation.

The Counterparty declares and guarantees that it is not authorised or otherwise restricted by the USA or applicable legal provisions from receiving the Products and that it will not export, re-export or deliver the Products to any person or entity included in the following lists: OFAC's List of Specially Designated Nationals or on the BIS's Decision Persons List, Entity List or Unverified List or any other applicable list of prohibited entities. LECO Polska reserves the right to reject and/or cancel any order without incurring any liability to the counterparty if at any time it considers that the provisions relating to export control or trade sanctions may be violated.

The Counterparty, by concluding the agreement, acknowledges that the above-mentioned necessary conditions must be met in order to purchase the Products from LECO Polska and confirms that, in accordance with the content of this point, it is fully entitled to carry out commercial transactions with LECO Polska.

22. Obligation to protect personal data imposed by the standards of the General Data Protection Regulation – GDPR

The Counterparty declares and agrees that all data (including personal data of the counterparty, its representatives, employees or agents) collected by LECO Polska in the context of business transactions with the counterparty (e.g. name, contact details, title, professional experience, scope of specialisation, interesting products, etc.; hereinafter referred to as the "Customer Data") is normally available in the ordinary course of business of the counterparty and is recognised as related data and made available in the context of the counterparty's professional activity, as well as the activity of its representatives, employees, agents.

If it is necessary to entrust any of the parties to the processing of personal data for which the other party is a controller, the Parties undertake to enter into a separate agreement on entrusting the processing of personal data referred to in Article 28 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 (hereinafter referred to as the "GDPR" or "Regulation"), to the extent necessary to perform the agreement.

The company and the counterparty (hereinafter referred to as the "Parties") declare that they fulfil all the information obligations provided for in Article 13 or Article 14 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 (hereinafter referred to as the "GDPR" or "Regulation") towards natural persons whose personal data pertain to the conclusion or performance of the Agreement. The Parties declare that they have the consent of the persons indicated in the Agreement for the processing of their personal data, provided that obtaining such a consent was necessary.

The Parties agree that in order to comply with the obligations resulting from the provisions of law, in particular the GDPR as of the date of signing the agreement, the provisions of this point shall apply.

The Parties, each respectively, as the controller of personal data, entrust each other with personal data necessary for the execution of the concluded Agreement for the purpose of processing the data on the terms and for the purpose specified in this point.

The Parties undertake to process the entrusted personal data in accordance with the Regulation and other generally applicable laws that protect the rights of data subjects.

The Parties shall process the following regular data of persons designated by the other party solely for the purpose of performing the agreement, in order to perform legitimate interests of the controller or perform their legal obligations:

- name and surname;
- business telephone number;
- e-mail address.

The processing of personal data will take place in paper form, using ICT systems and video surveillance or technical security systems.

The Parties undertake to secure personal data by applying appropriate technical and organisational measures ensuring adequate security level corresponding to the risk related to the processing of personal data.

The Parties undertake to exercise due diligence in the processing of personal data.

The Parties undertake to grant authorisations to process personal data to persons who will process personal data for the purpose of performing the concluded agreement.

The Parties undertake to cooperate in providing answers to the request of the data subject, as described in Chapter III of the Regulation.

Each Party is obliged to report the breach of personal data protection to the other party without undue delay, not later than within 48 hours. Information provided to the other Party should include at least:

- a description of the nature of the breach and, if possible, an indication of the category and approximate number of persons whose data has been breached and the amount/type of data affected;
- a description of the possible consequences of the breach;
- a description of the measures applied or proposed to be used to remedy the breach, including the minimisation of its negative effects.

The Parties are entitled to process personal data received from the other party until the expiry or termination of the concluded agreement or until the claims arising from the agreement or actions of the controller related to the performance of the agreement are statute-barred.

Within 30 days from the termination, expiration or performance of the agreement, the Parties are obliged to remove personal data received from the other party from all media, programmes and applications, including copies, unless the obligation or right to further processing results from separate provisions of law, subject to further provisions of these GTCOS. To the extent not regulated herein, the provisions of the Regulation shall apply accordingly.

The controller of personal data included in the Agreement and processed in connection with the performance of the agreement is LECO Polska sp. z o.o. with its registered office in Tychy. Personal data will be processed for the purpose of performing the contract, including in particular the performance of its subject matter or securing the possibility of pursuing potential claims, pursuant to Article 6(1)(b) or (f).

The data subjects have the right to access the content of their data and to request rectification, erasure, restriction of processing, as well as data portability. Providing data is voluntary but necessary for the purpose of processing. Personal data will be stored until the claims become statute-barred or expired.

The recipients of personal data may be:

- public administration bodies;
- other natural or legal persons, organisational units without legal personality, or a third party acting under the rights resulting from the Agreement;
- attorneys, attorneys-at-law, tax advisors or other professional advisors;
- companies affiliated with LECO Polska, including those located outside the European Economic Area.

Persons whose personal data is processed shall have the right to lodge a complaint with the President of the Office for the Protection of Personal Data.

The counterparty hereby acknowledges that the provision of all personal data required by LECO Polska is voluntary but necessary for proper performance of the agreement. The counterparty gives its consent to the processing of personal data for the purpose specified above and ensures that it has all legally required consents, in particular those provided for in the Regulations, of persons whose personal data is processed in connection with the conclusion and performance of the agreement between the Parties.

The counterparty hereby agrees to receive commercial information.

23. Protection of the counterparty

The counterparty declares and guarantees that it operates in the normal course of its business activity and is not a consumer. If the counterparty is (e.g. as a professional reseller or as an educational institution) authorised by LECO Polska to distribute or otherwise make the device available, including spare and wearing parts of the device offered by LECO Polska, to end-users who are consumers, the counterparty is obliged to comply with all legal provisions applicable to agreements concluded with consumers, including any provisions concerning data protection, making available sufficient information and instructions for use prior to the conclusion of the agreement, compliance with the provisions of law, including binding directives and regulations, as to the conditions concerning consumer transactions, granting statutory warranty and the right to withdraw from the agreement, etc.

The counterparty is obliged to cover the costs of LECO Polska and to indemnify LECO Polska against all liabilities, claims, including claims of third parties, costs and expenses (including reasonable attorney's fees) arising from any failure by the counterparty to comply with laws applicable to the counterparty in its dealings with consumers.