
General terms and conditions of sales contracts

of Murrelektronik Sp. z o.o.



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Date: 2023-04-20

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§1

Definitions

1. **General Terms and Conditions of Sales Agreements** - this document, as well as the conditions under which the Customer concludes a Sales Agreement with Murrelektronik.
2. **Customer** - entrepreneur within the meaning of Article 431 of the Civil Code and the Act of March 6, 2018, the law of entrepreneurs, being a natural person, legal person or an organizational unit without legal personality, not being a consumer, concluding a Sales Agreement with Murrelektronik, which is directly related to the business activity conducted by him and is of a professional nature, resulting in particular from the subject of his business activity.
3. **Murrelektronik** – Murrelektronik Sp. z o.o. based in Katowice, al. Roździeńskiego 188H, KRS: 0000288516, REGON: 240696493, NIP: 9542606011.
4. **Parties** – Murrelektronik and the Customer jointly.
5. **Sales Agreement** - a Product sales agreement concluded between Murrelektronik and the Customer on the terms resulting from the Order Confirmation and the General Terms and Conditions of Sales Agreements.
6. **Entrepreneur** - a natural person, legal person or organizational unit referred to in Article 331 § 1 of the Civil Code, conducting business or professional activity on its own behalf, within the meaning of Article 43¹ of the Civil Code and the Act of March 6, 2018 - Entrepreneurs' Law.
7. **Offer** – a document sent by Murrelektronik to the Customer in electronic or paper form, constituting an invitation to conclude a sales agreement under the terms resulting from this document and the General Terms and Conditions of Sales Agreements. The Customer's submission of a declaration of acceptance of the terms indicated in the Offer constitutes the Customer's offer within the meaning of the Civil Code to conclude a sales agreement with Murrelektronik.
8. **Order Confirmation** - a document in electronic or paper form, sent by Murrelektronik to the Customer in response to the offer to conclude a sales agreement, addressed by the Customer to Murrelektronik, constituting Murrelektronik's declaration of acceptance of the Customer's offer.
9. **Product** - a movable item, possibly also its component, including software, offered by Murrelektronik, which may become the subject of a Sales Agreement.
10. **Subject of Delivery** - one or more Products issued to the Customer by Murrelektronik in the performance of a specific Sales Agreement.

11. **Price of the Subject of Delivery** - the final price to be paid by the Customer, which is the sum of the prices of the Products purchased, the costs of packaging and transport, and the copper surcharge or raw material surcharge plus VAT.
12. **Raw material surcharge** - an additional fee calculated by Murrelektronik based on an increase in raw material prices.
13. **Delivery** - delivery of goods within the meaning of Article 535 § 1 of the Civil Code. Deliveries are made on the territory of the Republic of Poland, as well as Ukraine and Lithuania.
14. **Online Store** - a website run by Murrelektronik, available at sklep.murrelektronik.pl, through which it is possible to read about the specifics and price list of Products from the Murrelektronik range and to place Orders or enquiries regarding the Products of interest to the Customer.

§2

General provisions

1. The General Terms and Conditions of Sales Agreements are an integral part of all Sales Agreements concluded by Murrelektronik, both via the Online Store and in the form of a written order or otherwise.
2. As part of Sales Agreements concluded with Murrelektronik, other contractual templates, in particular those used by the Customer, do not apply, even if they are known to Murrelektronik.
3. In the case of agreements concluded as part of fixed economic relations, these General Terms and Conditions of Sales Agreements also apply to subsequent Sales Agreements, without the need to re-confirm their acceptance by the Customer.
4. Any changes to the Sales Agreement must be made in writing under pain of nullity.
5. A party to Sales Agreements concluded with Murrelektronik may only be an Entrepreneur within the meaning of Article 43¹ of the Civil Code and the Act of March 6, 2018, entrepreneurs' law, who is not a consumer, concluding a Sales Agreement with Murrelektronik, which is directly related to his business activity and is of a professional nature, resulting in particular from the subject of his business activity.
6. Murrelektronik is entitled to request information or documents from the Customer confirming his business activity, in particular Murrelektronik may request from the Customer a current printout from the National Court Register or from the Central Register and Information on Economic Activity. The Customer's failure to meet any of the requirements

provided for in the General Terms and Conditions of Sales Agreements results in the inability to perform orders placed by that Customer.

7. The titles of individual paragraphs are only intended to facilitate reading the General Terms and Conditions of Sale Agreements and do not affect the interpretation of the provisions contained therein.

§3

Manner of concluding contracts

1. The method of placing orders, offers and concluding contracts via the Online Store is presented in the Terms and Conditions of the Online Store, available in a separate tab at: shop.murrelektronik.pl.
2. Murrelektronik sending a document marked as an Offer in any form does not constitute a binding offer to conclude a sales agreement within the meaning of the Civil Code, but it should be treated as an invitation to conclude a contract on the terms resulting from the Offer and the General Terms and Conditions of Sales Agreements. The offer referred to above is prepared by Murrelektronik and sent to the Customer based on the content of the Customer's order. In the case the Customer's order states that contract execution is to be carried out in the Republic of Lithuania, Murrelektronik can transfer such order to UAB ELINTA (ELINTA, Terminalo g. 3, Biruliškių k. 54469 Kaunas, Lithuania), to which the Customer gives his consent.
3. If the Customer accepts the terms of the agreement resulting from the Offer, as well as those resulting from the General Terms and Conditions of Sales Agreements, within the deadline indicated in the Offer as the "validity period", Murrelektronik submits an appropriate statement in writing or by e-mail.
4. In response to the Customer's declaration of the will to conclude an agreement on the terms indicated in the Offer, if it also confirms the will to conclude an agreement, Murrelektronik sends the Order Confirmation to the Customer; this document can be sent both in paper and electronic form.
5. Upon receipt of the Order Confirmation by the Customer, a legally effective Sales Agreement is concluded between the Parties. Murrelektronik's failure to send the Order Confirmation is tantamount to the fact that the agreement has not been concluded. The parties exclude all legally provided possibilities of tacit (implied) conclusion of an agreement.
6. The Customer may cancel the offer until Murrelektronik sends the Order Confirmation.

7. The Customer undertakes to pay the Price of the Subject of Delivery in the amount and within the deadline resulting from the Offer document and confirmed in the Order Confirmation, and authorizes Murrelektronik to charge the Customer with a VAT invoice without the need to acquire the Customer's signature and for Murrelektronik to use electronic invoices.
8. The Customer is solely responsible for any consequences resulting from ordering improperly, in particular providing incorrect data or incorrect labeling of the ordered product, including its specification and quantity.
9. Any arrangements, additional agreements or changes to the order made with Murrelektronik's employees remain binding only if Murrelektronik confirms them in writing or in e-mail correspondence - in the Offer and Order Confirmation.
10. If the Sales Agreement is not concluded, drawings and other documents included in the Offer should be immediately returned at Murrelektronik's request.
11. The provisions of item 2.10. applies if the Customer places an order in a different form than via the Online Store, in particular by e-mail or fax. Placing an order by the Customer is not tantamount to concluding a Sales Agreement.

§4

Order processing rules

1. Products are presented in the Online Store, in catalogs or other advertising materials in an illustrative manner and may differ from the Subject of Delivery, provided that these differences do not affect the technical functionality of the Subject of Delivery.
2. The above does not apply only when a special version of the Product is ordered, and the technical properties of the Product have been clearly specified in the order, and the special order has been confirmed by Murrelektronik in the form of the Order Confirmation.
3. If the ordered Product includes software, the Customer is granted a non-exclusive license to use it, subject to the following restrictions:

- a) the software may only be used to the extent and in the manner resulting from the supplied manual and, if applicable, a separate license agreement;
- b) the software may only be installed and used on the intended device, in accordance with the user manual;
- c) using the software in more than one system is allowed only with Murrelektronik's consent;
- d) apart from making one backup copy, the Customer has no right to copy the software;
- e) the Customer has no right to modify the software or take any action to acquire its source code;
- f) The Customer has no right to rent or lend the software.

§ 5

Price and payment terms

1. All prices are given in Polish zlotys, unless stated otherwise.
2. The given prices include the cost of handling the goods, but do not include:
 - a) packaging costs;
 - b) transport costs;
 - c) copper surcharge;
 - d) raw material allowance.
3. Estimated costs of packaging and transport are given in the document "Shipping and delivery" constituting Appendix No. 1 to the General Terms and Conditions of Sales Agreements.
4. The rules for calculating the copper surcharge are specified in the document "Copper surcharge" constituting Appendix 2 to the General Terms and Conditions of Sale Agreements.
5. All prices are given in net values and VAT should be added to them.
6. In the event of a delay in payment of the Price of the Subject of Delivery, Murrelektronik shall be entitled to charge the maximum interest from the date of delay to the date of payment.
7. Unless otherwise stated in the Order Confirmation, the Price of the Subject of Delivery is payable in advance, but not later than within 7 days from the date of receipt of the Order Confirmation.
8. The Customer has no right to set off his claims against Murrelektronik with the Murrelektronik claim arising from the Sales Agreement, including in particular the claim for payment of the Price of the Subject of Delivery, unless the Customer's claims are based on the same contractual relationship.

§ 6

Delivery terms and conditions

1. As a rule, Murrelektronik commissions the packaging of the Products using standard packaging. However, Murrelektronik is entitled to use special types of packaging if, in Murrelektronik's opinion, it is necessary for the proper protection of the Products during transport; additional costs that may result from the use of special packaging are fully borne by the Customer.
2. If the Customer fails to meet the agreed payment terms, Murrelektronik may suspend the execution of the order until the Customer pays the full price for the ordered Product.
3. Murrelektronik may deliver ordered Products in batches.
4. Unless otherwise stated in the Order Confirmation, the performance of orders begins after the Customer has paid the entire Price of the Subject of Delivery. Other payment methods, such as cash on delivery, are acceptable if accepted by Murrelektronik and require confirmation in the Order Confirmation.
5. The delivery dates specified in the Order Confirmation should not be treated as final, but as estimates and only indicative dates for the completion of the order. The Customer declares that he agrees for Murrelektronik to extend the delivery date for a period not longer than 365 days, compared to the one indicated in the Order Confirmation in the event of delays caused by the delivery of individual components by external entities or delays arising at the stage of production of individual Products. Changing the delivery date indicated in the Order Confirmation does not entail any negative consequences for Murrelektronik and does not give rise to any claims on the part of the Customer.
6. The goods are shipped from Murrelektronik's warehouses
7. The delivery date is considered met when the Product is entrusted to a carrier engaged in the transport of this type of items.
8. If the performance of the order cannot take place for reasons for which the Customer is responsible, as a result of which the delivery date is not met, Murrelektronik may, at its discretion:
 - a) without setting an additional deadline, or after its ineffective expiry, withdraw from the Sales Agreement, or
 - b) make claims against the Customer to perform the concluded Sales Agreement, while charging the Customer with all costs related to the extension of the implementation of the Sales Agreement, including in particular the costs of storing the Product; moreover, if the delay in the execution of the order results from the Customer's

failure to meet the agreed payment terms, Murrelektronik is entitled to demand payment of interest, in accordance with § 5 item 6.

9. In the event of the circumstances provided for in this paragraph, the Customer is not entitled to any claims (contractual, tort) in this respect. Murrelektronik's liability in connection with non-performance or improper performance of the Sales Agreement is limited only to the case of intentional damages to the Customer and within the limits of the losses actually incurred by the Customer.

§ 7

Transfer of risk

1. The risk of accidental loss or damage to the Product passes to the Customer at the latest when Murrelektronik releases the Product to the carrier; the above also applies to deliveries in batches.
2. In the event of a delay in the shipment of the Product due to circumstances for which the Customer is responsible, the risk is transferred to the Customer from the date of Murrelektronik's readiness for shipment.

§ 8

Warranty and guarantee

1. The parties exclude warranty rights.
2. If, within 12 months from the date of delivery of the Subject of Delivery, it turns out that the Product included in the Subject of Delivery, due to a physical defect that arose before the risk was transferred to the Customer, is not suitable for the agreed use or its usefulness is significantly limited, Murrelektronik will, upon the Customer's immediate request, at its own discretion, repair the defective Product free of charge or deliver a new Product.
3. In the event of a warranty repair or delivery of a new Product, the warranty period for this Product indicated in item 2 runs anew from the moment of delivery of a new Product or return of a repaired Product.
4. The warranty repair will be made without undue delay, however, taking into account the time needed to carry out the expert review and the production of any spare parts required. If the Customer refuses to grant Murrelektronik the time needed to repair the Product, Murrelektronik will be released from warranty liability.
5. Immediately after delivery of the Subject of Delivery, the Customer is obliged to check in the presence of the courier/supplier whether there are any shortages or damage.

If the indicated circumstances are found, the Customer is obliged to make an appropriate annotation on the waybill/confirmation of receipt of the shipment, and such an annotation must be signed by the person performing the delivery. In the event of omission of the indicated obligation, it is assumed that the Subject of Delivery has been delivered complete and undamaged.

6. Within 7 days from the date of delivery of the Subject of Delivery, the Customer is obliged to carefully examine its quality and suitability for the agreed use and immediately notify Murrelektronik of defects, in the event of revealing any. If the Customer fails to report defects within the above-mentioned period, it is assumed that the Product included in the Subject of Delivery has been delivered free of physical defects, and Murrelektronik's liability is limited only to hidden defects that only became apparent at a later date.
7. In the event that the defect is revealed later than indicated in item 6 above, the Customer is obliged to immediately notify Murrelektronik of the revealed defect; in the event of failure to comply with this obligation, Murrelektronik will be entitled to refuse to exercise the Customer's rights under the warranty.
8. Murrelektronik's liability does not cover natural wear and tear of the Product, damage caused after the risk has passed to the Customer, as well as defects resulting from improper or negligent use of the Product.
9. Under the pain of losing the rights under the warranty, the Customer is not entitled to repair or modify the Product on his own.
10. In all cases, the Customer is obliged to take all possible and reasonable actions to keep the costs of removing the defect as low as possible. In the event of failure to comply with this obligation, Murrelektronik shall be entitled, as appropriate, to charge the Customer with the costs of repair or replacement of the goods in such part in which the cost of repair or replacement of the Product has increased, due to the Customer's failure to take the above-mentioned actions.
11. In exercising the warranty rights, the Customer is obliged to prepare the defective Products for pick-up by Murrelektronik at the place of original delivery. The Customer is obliged to properly protect and pack the Products for transport.
12. In the event of an unjustified complaint, all costs related to it, including the costs of expertise, the costs of collecting the Product under complaint, are borne by the Customer.
13. In the event of an unjustified complaint, the Customer, within 7 days of being notified by Murrelektronik of this fact, is obliged to indicate whether he requests the repair of the Product at his expense or the release of the Product unrepaired. If the Customer fails to make a choice within the indicated period, the Product in will be sent unrepaired to the Customer at his expense.
14. Murrelektronik does not bear any additional costs, in particular the costs of transport, travel, labor and materials, resulting from the fact that the defective Product, was moved after its delivery to a different place than the place of its original delivery by Murrelektronik.

§ 9

Legal defects

1. If it turns out that as a result of the Customer's use of the Subject of Delivery in accordance with the Sales Agreement, industrial property rights or copyrights of third parties have been infringed, Murrelektronik shall be obliged to provide the Customer with the possibility or right to further use the Subject of Delivery or shall modify the Subject of Delivery in a manner acceptable to the Customer so that there will be no infringement of the protection right.
2. If the above is not possible due to economically justified conditions, both Murrelektronik and the Customer will be entitled to withdraw from the Sales Agreement. In addition, Murrelektronik will indemnify the Customer from undisputed or legally established claims by entities that were entitled to protection rights.
3. Murrelektronik's further liability for damages due to legal defects is excluded.
4. Under pain of losing the rights referred to in this paragraph, the Customer is obliged to immediately notify Murrelektronik of any legal defects, immediately after revealing them.

§ 10

Confidentiality, protection of industrial property rights and copyrights

1. Murrelektronik reserves that all documents, drawings, plans, manuals, technical descriptions, cost estimates and other information of a tangible, intangible or electronic nature, including know-how, are subject to industrial property rights as well as property and moral rights vested in Murrelektronik or Murrelektronik GmbH with its registered office in Germany, as well as are a trade secret of Murrelektronik or Murrelektronik GmbH with its registered office in Germany. Without written consent, they may not be copied or used for any other purposes than those specified in the agreement, as well as made available to third parties (also as part of enquiries), or published; the above also applies to any secrets regarding production, research and trade secrets of Murrelektronik made available to the Customer.
2. The Customer recognizes the patent rights, copyrights and other protective industrial property rights of Murrelektronik and Murrelektronik GmbH with its registered office in Germany, including to the software provided, regardless of whether they are used in accordance with Polish, German or other law. In the case of delivered software, this protection also extends to any copies thereof. Sub-licensing is not allowed without the written consent of Murrelektronik.

3. Any reproduction of the Products, as well as their components or parts, is prohibited.
4. The so-called "reverse engineering", i.e. analysis of the structure and functions of software provided by Murrelektronik or Murrelektronik GmbH based in Germany, is prohibited.

§ 11

Place of performance of the contract and court jurisdiction

1. The place of performance for all Sales Agreements is the registered office of Murrelektronik, at the address: Katowice, al. Roździeńskiego 188H.
2. All written statements addressed to Murrelektronik should be sent directly to the address of Murrelektronik's registered office: Katowice, al. Roździeńskiego 188H.
3. The competent court for settling any disputes arising in connection with legal relations arising from the Sales Agreements, as well as any disputes as to the validity or interpretation of the Sales Agreement, is the court competent for the registered office of Murrelektronik.

§ 12

Final provisions

1. If any part of these General Terms and Conditions of Sale Agreements proves invalid or legally ineffective, the remaining part of the General Terms and Conditions of Sale Agreements shall be binding. At the same time, the Parties undertake to replace the invalid or ineffective provisions with effective ones that best reflect the intention and economic purpose of the previous provision.
2. In matters not covered by the provisions of the General Terms and Conditions of Sales Agreements and the given Order Confirmation, the relevant provisions of the Polish Civil Code shall apply.
3. In the event of a conflict between the provisions indicated in the Order Confirmation and the provisions of the General Terms and Conditions of Sale Agreements, the provisions contained in the Order Confirmation shall first of all be interpreted in such a way as to ensure their compliance with the General Terms and Conditions of Sale Agreements. Should this not be possible, the provisions contained in the Order Confirmation shall take precedence over the conflicting provisions of the General Terms and Conditions of Sale Agreements, with all other provisions of the General Terms and Conditions of Sale Agreements remaining in force.

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Annex No. 1: Shipping and delivery.

Murrelektronik offers four forms of shipping the ordered goods. If you are interested in additional services, please [contact us](#).

The total shipping cost includes:

- **packaging cost** – amounting to 1% of the net value of the ordered goods; min. 2 EUR*, max. 40 EUR*.
- **transport cost** – according to the information provided below.

Transport cost table:

carrier	the cost in the Customer's settlement currency
DPD Standard up to 30 kg	EUR 10 / PLN 48*
DPD Guarantee 48-72 h up to 30 kg	EUR 14 / PLN 60*
DHL Express 24-48 h up to 30 kg	EUR 40 / PLN 185*
DACHSER up to 50 kg	EUR 40 / PLN 199*
DACHSER up to 100 kg	EUR 80 / PLN 399*
DACHSER up to 200 kg	EUR 120 / PLN 599*
DACHSER above 200 kg	240 EUR*
above 600 kg	determined individually

* The given prices do not include VAT.

All ordered products are shipped directly from Murrelektronik's warehouses.

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Annex No. 2: Copper surcharge.

The cost of materials for the production of copper-containing articles (e.g. wires, transformers, transformer power supplies) is based on a copper base price of EUR 150.00 / 100 kg. During invoicing, the difference between the base price and the rate applicable on a given day is counted as a copper surcharge.

The value from the previous day according to the information from the Südkupfer database (SK-Copper Basis UB) is used as the daily quotation.

Calculation formula for the copper surcharge is as follows:

Copper surcharge EUR = amount of copper (100 kg) x (SK-Copper Basis UB/10 – copper base price EUR 150/100 kg)

[Südkupfer market data](#) (updated daily)

Copper base price

Our catalog prices include a specific copper value for almost all wires. Copper base price = EUR 150.00 / 100 kg

Copper Index

The copper index is given in our price list. This is the weight of the copper in the product.

*Example: Insulation color/code 636 3 x 0.75 mm² Copper index 23.8 kg/km
Sample calculation for 636 3 x 0.75 mm² DEL EUR 194.29 / 100 kg (assumed value) Copper base price = EUR 150.00 / 100 kg Copper index 23.8 kg/km
Copper surcharge = $[23.8 \times (194.29 + 1.94299) - 150] = \text{EUR } 11.00/\text{km}$*

Item price including the copper surcharge is calculated on the basis of:

- a) catalog price;
- b) individual discount;
- c) copper surcharge.

Note

The copper surcharge is shown on Murrelektronik's invoices as a separate item.