

TERMS AND CONDITIONS FOR USING B2B PLATFORM

§ 1. GENERAL PROVISIONS

1. This "Terms and Conditions for using the B2B Platform" (hereinafter referred to as the Rules of Procedure) define the rules for using the IT system under the name "B2B", available at <https://b2b.fibrain.pl> (hereinafter referred to as the B2B Platform), providing the access to the information and conclusion of contracts by electronic means and their implementation, in accordance with the provisions of the Rules of Procedure.
2. B2B is made available by FIBRAIN Sp. z o.o. (address for correspondence: Zaczernie 190F 36-062 Zaczernie; e-mail address: info@fibrain.pl, tel 178660830, fax 178660810 www.fibrain.pl), entered into the Register of Entrepreneurs conducted by District Court in Rzeszów, XIIIth Commercial Division of National Court Register under no: 0000113958 Tax Identification Number (NIP): 813-03-36-808, REGON 6902166123, amount of the share capital 124 440,00 PLN with its registered office in Zaczernie 190F 36-062 Zaczernie (hereinafter referred to as FIBRAIN or Party).
3. All rights to the B2B Platform and its parts, in particular the computer software used to operate or provided as part of the B2B Platform services and information, website design and its graphic layout, all graphic and texts, as well as databases, including photos and descriptions, as well as the website domain name <https://b2b.fibrain.pl>, belong to FIBRAIN as the creator or license and may not be used in any scope without FIBRAIN's consent and in a manner inconsistent with the Rules of Procedure.
4. The Rules of Procedure is a document available free of charge in PDF (Portable Document Format) on the FIBRAIN website at the Internet address <https://fibrain.com/b2b/> and at the FIBRAIN premises (at the registered office and branches). The Rules of Procedure can be downloaded from the place of publication, and after saving it on the medium, can be stored and reproduced in the normal course of operations.

§ 2. DEFINITIONS

1. **Partner** – entrepreneur (a natural person, a legal person or an organizational unit that conducts business or professional activity on its own behalf, entered in the relevant register (records), which as a result of the completion of the registration procedure gained access to the B2B Platform. It means a party to the contract concluded between FIBRAIN.
2. **User** – a natural person acting on behalf of and for the Partner who, on the basis of a written authorization, has been granted access to the B2B Platform, and who, makes authorization by logging in with a Password, obtains the option referred to in § 3.1.
3. **Password** – a unique set of characters used to authorize access to the B2B Platform
4. **E-mail** – the e-mail address(es) provided by the Partner during registration, belonging to him and the Users, to whom the Password will be sent. E-mail is intended for communication between the Parties and for the provision of any information or documents in cases where the Rules for Procedure provide such a way for their conveying. The information sent by FIBRAIN using e-mail will be considered delivered after 3 business days from the date of its introduction to the electronic means of communication, unless FIBRAIN has previously obtained confirmation of message delivery to the Partner or the User.
5. **5. Registration form** – the form available on the FIBRAIN website at the Internet address <https://fibrain.com/b2b/> which needs to be filled with the data of the entity submitting the registration on the B2B Platform and the data of the B2B Platform users.
6. **Products** – items offered by FIBRAIN, in particular devices, accessories and other ICT products, included in the FIBRAIN portfolio list, posted on the B2B Platform at <https://b2b.fibrain.pl> containing in particular their description, specification of their features, data technical and net prices, purchased on the basis of the User's order placed in the B2B Platform.
7. **Products** – items offered by FIBRAIN, in particular devices, accessories and other ICT products, included in the FIBRAIN portfolio list, posted on the B2B Platform at <https://b2b.fibrain.pl> containing in particular their description, specification of their features, data technical and net prices, purchased on the basis of the User's order placed in the B2B Platform.

§ 3. SCOPE AND TYPES OF ACTIVITIES WITHIN THE B2B PLATFORM

1. Under the conditions specified in the Rules of Procedure, the Partner/User via B2B platform is given the opportunity to:
 - a. generate inquiries for Products and purchase Products offered by FIBRAIN, based on an order placed on the B2B Platform, by adding Products from the list, to the basket,
 - b. view the list of inquiries and orders, obtain and exchange information regarding inquiries submitted by the Partner, orders not confirmed by FIBRAIN and confirmed orders,
 - c. view offers submitted to the Partner by FIBRAIN,
 - d. obtain and exchange financial and accounting information regarding payments and settlements of the Parties, sales and payment documents,
 - e. use the specific data from the B2B Platform via the ICT system, e.g. prices, attachments, marketing content and other content provided electronically by FIBRAIN,
 - f. view submitted complaints.
2. Activities performed via the B2B Platform are carried out electronically, unless the Rules of Procedure provide otherwise.

§ 4. RULES OF USING B2B PLATFORM

1. The Partner and User using the B2B Platform is (are) obliged to use it in accordance with the Rules of Procedure. In particular, it is forbidden to take any behavior that violates the law and the rights of FIBRAIN and third parties, as well as the provision of illegal content by the Partner or the User.
2. Using B2B platform depends on several factors, including:
 - a. Meeting technical requirements necessary to cooperate with the FIBRAIN ICT system by the Partner. Technical requirements providing proper use of the B2B platform include at least the access to the Internet, accepted „cookies”, and an active JavaScript interpreter, PDF editor, e.g. Adobe Reader.
 - b. meeting the requirements for registration in the B2B platform and its positive conclusion by the Partner, in accordance with the procedure specified in § 5 Rules of Procedure,
 - c. Partner, in accordance with the procedure specified in § 5 Rules of Procedure,

3. If the conditions for using the B2B Platform are met, FIBRAIN shall make available to the Partner /User access to the B2B Platform, activated with the use of individually assigned Password, a name of the company, a name and surname of the person logging in.
4. The Partner/User may obtain information, perform activities or order Products available via the B2B Platform after the Partner/User enters the authorization parameters, including the company name, name and surname of the person logging in and the Password, before performing a given activity.
5. The Partner/User should protect the Password against unauthorized access. The Partner/User is not entitled to sell or provide the access to the Account to third parties. The Partner is responsible for all effects related to the use of the Password, also for the effects related to the use of the Password by the User. In the event of loss or takeover the Passwords by unauthorized persons, the Partner/User is obliged to report it to FIBRAIN immediately. After receiving the above information, FIBRAIN will block the use of the existing Password, generate a new Password and provide it to the Partner/User, in accordance with the provisions of § 5 Rules of Procedure. In the event of repeatedly entering incorrect login details by the Partner/User, FIBRAIN reserves the right to block access to the Account. If the Password is blocked, the Partner/User is obliged to report it to FIBRAIN immediately. FIBRAIN will verify and then generate a new Password and provide it to the Partner/User, in accordance with the provisions of § 5 of the Rules of Procedure.
6. FIBRAIN makes every effort to ensure that the B2B Platform is available continuously, bearing in mind the need to update data, maintenance work, continuous development, legal requirements as well as cases of unavailability of media necessary to use the B2B Platform for reasons not attributable to FIBRAIN, but reserves the following:
 - a. the possibility of a temporary lack of access to the B2B Platform,
 - b. the right to block access to the B2B Platform for Partners /Users for whom there is a reasonable suspicion that their use of the B2B Platform violates the law or the provisions of the Rules of Procedure.
7. FIBRAIN does not take responsibility for any damage caused by lack of access to the B2B platform.
8. FIBRAIN uses appropriate software to protect the content constituting the activities carried out as part of the B2B Platform against access by unauthorized persons (including preventing the acquisition and modification of personal data processed in the B2B Platform). However, the use of the Internet, including the use of electronic services, may be associated with threats consisting in various forms of interference by third parties. The risks associated with the use of ICT systems include in particular the possibility of receiving spam (i.e. unsolicited information sent electronically); computer viruses (i.e., software that infects files); Internet worms (so-called worm - malware with the ability to duplicate data); spyware (i.e., spyware on user activities on the Internet); phishing (i.e., capturing passwords by breaking security); sniffing (i.e. involving the use of a data intercepting program; operation of illegal devices providing unauthorized access to data, including devices that perform cryptanalysis in order to break or omit security). The basic condition for limiting such threats is the use of original computer software and programs preventing violations of the security of the Partner/User IT systems by the Partner/User. Therefore, FIBRAIN informs that the measures used to secure the B2B Platform may not guarantee the complete security of information transmission, in particular due to the technical limitations of the B2B Platform system and the lack of knowledge about the security of its end devices used by the Partner/User. For the above reasons, FIBRAIN does not guarantee that the data sent via the Internet will reach the Partner/User in a faultless and complete form. The Parties are obliged to inform each other of any suspected violations of the security rules of data transmission by electronic means.
9. The B2B Platform uses cookies (so-called cookies), which are used to perform activities carried out via the B2B Platform.
10. The Cookies files are used to collect information related to the use of the FIBRAIN website, including the B2B Platform. At FIBRAIN website, the Cookies files are used to:
 - a. adapt the content of websites to the preferences and needs of the Partner/User and optimize the use of the B2B Platform. Cookies make it possible to recognize the end device of the Partner/User and authorize the Partner/User in the B2B Platform;
 - b. collect general and anonymous statistical data specifying the manner of using FIBRAIN websites, including the B2B Platform, which make it possible to analyze the individual needs of the Partner/Users and improve the structure or content of the provided services;
 - c. present information published at FIBRAIN websites, taking into account the interests of the Partner/User.
11. The Partner/ User may at any time change the settings for Cookies so as to disable the possibility of storing some or all Cookies or obtain information about their every posting on the Partner's / User's end device. The Partner/User may also delete Cookies at any time. Disable cookies in the browser may cause difficulties or lack of operation of some functions of FIBRAIN websites, including the B2B Platform, and may affect the way the website is displayed

§ 5. REGISTRATION IN B2B PLATFORM

1. FIBRAIN concludes contracts for the sale of Products only with entrepreneurs. Therefore, the registration of the Partner in the B2B Platform is possible if the Partner conducts a registered business activity.
2. An entity that meets the requirements specified in § 4 sec. 2 of Rules of Procedure, in order to register in the B2B Platform, is obliged to:
 - a. fill in and deliver to FIBRAIN to the address of the registered office or its branch or send it by e-mail, as a scan of the document, the Registration Form, along with a declaration of acceptance of this Rules of Procedure.
 - b. The registration form should be signed by persons authorized to represent the Partner.
3. The Partner may submit on the Registration Form an application for User status for the person (s) indicated by him, attaching a written authorization for the User, or a scan of the authorization in an electronic version to the e-mail: b2b@fibrain.pl, specifying the personal data and contact details of the authorized person(s) and the scope of his (their) rights.
4. The application for User status may also be submitted by the Partner at a later date. The Partner is obliged to attach to the application the authorization referred to in sec. 3 and define the scope of the User's rights.
5. Under the procedure specified in sec. 4, changes may be made to Users' authorized persons and may apply to FIBRAIN for deprivation of this status.
6. In the event of:
 - a. sending the Registration Form without providing all the information indicated therein, or without a declaration of acceptance of Rules of Procedure,
 - b. sending the Registration Form or the application referred to in sections 3, 4 and 5, without the documents required by the Rules of Procedure,



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- c. finding that the data included in the registration form or the application referred to in sections 3, 4 and 5 is inconsistent with the registration documents,
 - d. there are other reasons justifying the refusal to register, registration in the B2B Platform cannot be performed.
7. In justified cases, FIBRAIN may request additional information or documents for the purpose of registration.
 8. The Partner is obliged to inform FIBRAIN about any changes to the data provided during registration and to submit, upon FIBRAIN request, documents confirming such changes.
 9. If the registration process is successfully completed, FIBRAIN will send to the E-mail that belongs to the Partner, provided on the Registration Form, and to the E-mail address of the User (s) indicated in the Registration Form or the application referred to in sec.3, 4 and 5.
 - a. Registration confirmation,
 - b. Password.
 10. Logowanie Logging of a Partner/User to the B2B Platform requires the use of the following data: Company name (acronym - short name, entered in the registration form), Name and surname of the person logging in (Partner or User) and Password by entering them in the appropriate places on the B2B Platform.
 11. Upon the confirmation of registration, a cooperation agreement is concluded between FIBRAIN and the Partner under the conditions specified in the Rules of Procedure.
 12. Problems related to logging in should be reported to the following e-mail address: it@fibrain.pl.

§ 6. CONDITIONS FOR ACTIVITIES ON THE B2B PLATFORM, CONCLUSION AND TERMINATION OF CONTRACTS, A COMPLIANT PROCEDURE

1. Activities performed via the B2B Platform are made by submitting declarations of will in the electronic form, through communication using the B2B Platform, using e-mail or by phone - in cases specified in the Rules of Procedure.
2. Information about the Products published on the B2B Platform, including price lists, photos, descriptions, do not constitute an offer within the meaning of the Civil Code, but an invitation to conclude an appropriate contract by submitting an offer by the Partner or the User acting on his behalf. In order to submit an offer to conclude a contract, the Partner/User shall place an order in the B2B Platform using the appropriate options.
3. The conclusion of the contract in any case requires the acceptance of the offer by FIBRAIN. The Partner/User will be notified about the acceptance or refusal of the offer by e-mail from FIBRAIN's Sales Representative. Each order placed by the Partner or the User is subject to formal verification by FIBRAIN. Any errors in the order or its deficiencies constitute grounds for refusal to accept it. The refusal to accept the offer means that the contract is not concluded. FIBRAIN may make the acceptance of the offer conditional on the acceptance of the payment terms indicated to the Partner, and in the case of transactions with deferred payment, also on the submission of documents and legal securities required by FIBRAIN, in accordance with §10 of the Rules of Procedure. The Partner may cancel the order by e-mail before FIBRAIN confirms its acceptance. In matters not regulated in the contracts, the provisions of the Rules of Procedure shall apply.
4. Orders for Products may be placed by adding Products from the list to the basket in the B2B Platform and generating an order from the contents of the basket. The order is created by completing the active form on the B2B Platform. The order should include, among others a catalog number of the ordered Products and their description, quantity, place of delivery. It is possible to place additional information on the order.
5. The Partner shall be responsible for the orders placed by the User on whose order the User gained the access to the B2B Platform system B.
6. The place of concluding the contracts is the seat of FIBRAIN. The parties exclude the application of Art.66' § 1-3 of the Civil Code.
7. The prices of the Products are assigned to the Products on the list of Products. The prices are given in net and gross value, i.e. with the VAT due. The prices do not include the costs of delivery/ transport of Products.
8. FIBRAIN takes careful steps to ensure that the information concerning the Products published on the B2B Platform, including prices, photos, descriptions, is fully consistent with reality, and system and human errors may cause discrepancies in this regard, for which FIBRAIN is not responsible.
9. The Products are delivered via couriers or shipping companies cooperating with FIBRAIN. The Products can also be collected in person from the FIBRAIN's warehouse at the address of the registered office or branch, after prior arrangement by the Parties.
10. If the order placed does not specify the delivery method, FIBRAIN reserves the right to choose the delivery method at its own discretion.
11. The costs of delivery incurred by couriers or transport (forwarding) companies are borne by the Partner. The cost of delivery is specified by FIBRAIN in the order confirmation.
12. If the delivery address has not been specified, the Products are delivered to the address of the Partner's registered office.
13. In the case of using the services of a courier or a shipping company, FIBRAIN is not responsible for delays in their delivery.
14. FIBRAIN attaches a sales document, which may be a VAT invoice or a warehouse release document to the Products. In the case of deliveries to an address other than the Partner's seat, the sales document is only the warehouse release document. In these cases, the VAT invoice is sent to the Partner by e-mail or in an electronic version in PDF format.
15. In the event of non-compliance of the delivered parcel with the contract, the Partner should refuse to accept it in part or in whole and notify the Sales Representative about it immediately.
16. In the event of a damage to the packaging of the parcel, securing tapes or damage to the delivered Products as a result of transport, delivery, parcel, the Partner is obliged to prepare a non-compliance report on the day of delivery in the presence and participation of the courier's representative or other person who delivered the Products. The report must be immediately delivered to FIBRAIN in an electronic or a written form.
17. The acceptance of the shipment by the Partner is treated as a confirmation of its compliance with the contract.
18. The Agreement of cooperation between the Parties concluded in accordance with § 5 sec.11 Rules of Procedure is valid for an indefinite period. Either party may terminate this agreement with a 14-day notice period. The Partner may also terminate the contract concluded in accordance with § 5 para. sec. 11 Rules of Procedure without complying with the above-mentioned 14-day notice period in the event of a change to the Rules of Procedure, provided that the notice of termination is submitted within the period specified in § 7 sec. 2 of the Rules of Procedure.
19. FIBRAIN has the right to terminate the contract concluded pursuant to § 5 sec. 11 of the Rules of Procedure in the event of a breach by the Partner or the User of the provisions of the Rules of Procedure.
20. Each of the Party may also terminate the contract concluded pursuant to § 5 sec. 11 Rules of Procedure without observing the notice period, if the other Party fails to remedy the violations detected within the prescribed period, not shorter than 7 days. FIBRAIN will inform the Partner about the violations and the deadline for their removal to the e-mail address(s) provided during registration.

21. In the cases indicated above, FIBRAIN is entitled to block the Partner's access to the B2B Platform upon making a decision to terminate a given contract, about which it will notify the Partner by e-mail. FIBRAIN shall not be liable for any damage suffered by the Partner as a result of blocking his access to the B2B Platform in this mode.
22. Individual contracts concluded on the B2B Platform, not of a continuous nature, in particular regarding the sale of Products, may be terminated in the cases specified in the law.
23. All contracts may be terminated by mutual agreement of the Parties.
24. Termination of contracts requires submitting a declaration of will in writing or electronically using E-mail, unless their content provides otherwise. Termination of contract does not release the Parties from the obligation to meet any obligations arising up to the date of termination of such contracts or later, if they result from the validity of such contracts. Termination of the contract does not affect the validity of the obligations specified in § 1 sec. 3 and § 8 of the Rules of Procedure.
25. If the Parties have concluded cooperation agreements within the scope covered by the Rules of Procedure, upon the conclusion of the contract in accordance with § 5 sec.11 of the Rules of Procedure, the existing contracts are terminated without the need to submit additional declarations of will. In such a case, sec. 24 shall apply, second sentence, above.
26. The user has the right to submit a complaint related to the functioning of the B2B Platform in the form of:
 - a. electronically via e-mail to the following address: it@fibrain.pl.
 - b. orally by phone on the number +48178660830, or
 - c. in writing.
27. FIBRAIN FIBRAIN shall consider complaints referred to in sec. 26 above within 14 days from the date of submission of the complaint. If the consideration of such a complaint requires the Partner/User to submit documents or provide additional information needed to consider the complaint, the above period shall run from the date of proper performance of these activities by the Partner/User.
28. FIBRAIN shall reply to the submitted complaints to the e-mail address and to the address from which it received such a report (if it is not an E-mail address).

§ 7. CHANGE OF RULES OF PROCEDURES

1. FIBRAIN reserves the right to amend the Rules of Procedure. FIBRAIN notifies the Partner about changes to the Rules of Procedure by sending an e-mail, stating the content of the changes. In the event of a change to the Rules of Procedure, FIBRAIN will create a uniform text of the Rules of Procedure, which will be published in accordance with § 1 sec. 4 of the Rules of Procedure. Amendments to the Rules of Procedure do not affect the rights and obligations of the Parties arising before such a change was made.
2. If, within 14 days from the date of notification by FIBRAIN of the amendment to the Rules of Procedure in accordance with sec.1 above, the User will not submit to FIBRAIN a declaration of termination of the contract concluded by accepting the Rules of Procedure, in accordance with § 6 sec. 18 above (refusing to consent to the changes to the Rules of Procedure), it is considered that the changes have been adopted and are binding for the Parties from the date of their introduction.

§ 8. CONFIDENTIALITY OF INFORMATION

1. Partner The Partner undertakes to keep secret all commercial and technical information obtained from FIBRAIN in connection with the implementation of commercial cooperation of the Parties for an indefinite period of time. In particular, the obligation of secrecy covers the prices of the Products at which they are purchased, the financial conditions of concluding contracts with the Partner, or other benefits related to the commercial cooperation of the Parties and the conditions for granting them (hereinafter referred to as Confidential Information), unless the Parties have agreed otherwise in individual arrangements.
2. Confidential information is a secret of the FIBRAIN company, and its disclosure may result in property damage to FIBRAIN, as well as civil and criminal liability of persons who disclose it. The Partner shall be liable to FIBRAIN for breach of the obligation specified in sec.1 also in the case of disclosure of the Confidential Information by Users, Partner employees or other persons for whom the Partner is responsible.

§ 9. PERSONAL DATA

1. FIBRAIN is the administrator of the Partner's /User's personal data.
 2. Personal data of the Partner/User will be processed in accordance with applicable law, in particular with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals in connection with the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
 3. If the Partner/User places any personal data of other persons on the B2B Platform (including their name and surname, address, telephone number or e-mail address), he may do so only on condition that they do not violate the applicable law and personal rights.
 4. FIBRAIN uses technical measures to prevent the collection and modification of personal data sent electronically by unauthorized persons.
 5. Personal data entered by the Partner /User should be true, up-to-date and not misleading. In the event of any change of personal data, the User should immediately update them.
 6. The transfer of personal data by the Partner and User is voluntary. However, due to the fact that the processing of this data is necessary by reasons of the way the B2B Platform functions and the nature of the activities carried out through it, failure to provide personal data will prevent the creation of an account and the grant of rights to the Partner and the User, and the cooperation of the Parties on the basis of the Rules of Procedure.
- INFORMATION DOCUMENT ON THE PROCESSING OF PERSONAL DATA**
- i Pursuant to Article 13 of the General Data Protection Regulation of 27 April 2016 (Hereinafter referred to as RODO), we note that:
 - ii personal data obtained from the registration and use of B2B platforms shall be processed to:
 - a. conclude and perform the contract (Art. 6, paragraph 1, point b RODO);
 - b. fulfil of our legal obligations (Art. 6, paragraph 1, point c RODO), e.g. - issuing and storing invoices and accounting documents,
 - c. establish, defend and pursue possible claims, archives, statistics, direct marketing Art. 6 paragraph. 1 point f RODO).



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- iii personal data will be processed for the period necessary for the fulfilment of the objectives set out in point 2, i.e. within the period and time required by the law or for the legitimate interest of the Data Administrator within the scope of point 2 (c) until an effective objection has been lodged and, in the case of Your additional consent to the processing of personal data until such consent has been withdrawn,
- iv recipients of personal data will only be entities authorized to obtain personal data on the basis of legal provisions or concluded contracts,
- v in a situation where the processing of personal data takes place on the basis of the consent of the data subject, the provision of personal data to the Administrator is voluntary, in the remaining scope, providing personal data is a condition for concluding a contract, without providing personal data it is not possible to conclude a contract,
- vi You have the right to request access to personal data, rectify your data, limit data processing or delete it, in accordance with applicable regulations,
- vii You have the right to object to the processing of personal data, however, the positive consideration of your objection to the processing of data must comply with the law on the basis of which the processing takes place,
- viii personal data will not be subject to automated decision-making processes, including profiling,
- ix in case of any doubts or questions regarding the processing of your personal data and the exercise of rights related to the processing of personal data you can contact the Data Protection Officer by letter to the address of the Administrator - FIBRAIN Sp. z o.o. ul. Innowacyjna 14 36-060 Głogów Małopolski or by e-mail iod@fibrain.pl.
- x if you consider that your personal data is not processed properly, you have the right to lodge a complaint with the supervisory authority - the President of the Office for Personal Data Protection, ul. Stawki 2, 00-913 Warsaw..

FIBRAIN Sp. z o.o. with its registered office in Zaczernie
Date: 01.09.2022
Version: V1
Language: EN

§ 10. CONDITIONS AND FORMS OF PAYMENTS

1. Subject to the provisions of sec. 2-3 below, payment for the Products takes place at the latest when the Products are released by FIBRAIN.
2. FIBRAIN may grant the Partner, upon his request, a revolving trade credit in the amount and on the date of deferred payments determined by FIBRAIN. The amount and repayment date of the trade credit (hereinafter referred to as: the Credit Limit) will constitute the maximum value of the Partner's debt towards FIBRAIN and the maximum repayment date of this debt (calculated from the date of issuing the VAT invoice) for the Partner's purchases of Products with deferred payment deadline.
3. As Credit Limit is granted on the basis of data and documents valid for a specific date, and moreover, FIBRAIN shall insure its claims and shall respect the insurance arrangements with the Insurer relating to Credit Limits, if FIBRAIN recognizes (including in agreement with the Insurer) that the Partner does not meet the conditions for using the Credit Limit or the Credit Limit in the current amount, FIBRAIN reserves the right to unilaterally change the amount or date of the Credit Limit, withdraw the granted Credit Limit, as well as the right to make the maintenance of the Limit Credit in a specific amount or with a specified repayment date dependent on the provision of additional security and documents by the Partner. Information on changes to the Credit Limit will be available in the B2B Platform and sent to the Partner's E-mail address. FIBRAIN is not responsible for any consequences of changes or withdrawal of the Credit Limit.
4. The Partner undertakes to pay the price for the Products in a timely manner. If the Partner fails to meet the payment deadline indicated in the invoice, FIBRAIN shall be entitled to demand from the Partner payment for the delay in statutory interest and will charge the Partner with interest in the interest notes. Interest notes may also be sent to the Partner's e-mail address.
5. Detailed information on the methods of payment and granting the Credit Limit are agreed between the Parties

§ PRODUCTS QUALITY WARRANTY

1. FIBRAIN grants the Partner a quality warranty for the delivered Products on the terms specified in the Warranty Cards and Detailed Products Warranty Conditions available at the website: <https://fibrain.com/cooperation-with-fibrain/>.
2. FIBRAIN pursuant to art.558 § 1 of the Act of 23 April 1964 Civil Code (Journal of Laws 2014.121) excludes liability under the warranty for defects in the Products

§ 12. ADDITIONAL PROVISIONS

1. Any rights under this Agreement (including, in particular, monetary claims against FIBRAIN) by the Partner cannot be:
 - a. transferred to any third party, without the prior consent of FIBRAIN expressed in writing under pain of invalidity,
 - b. deducted by the FIBRAIN debt to the Partner without the prior consent of FIBRAIN expressed in writing under pain of invalidity.
2. Regulamin The Rules of Procedure shall be governed by Polish law.
3. Any disputes arising from agreements concluded on the basis of these Rules of Procedure or in connection with these agreements shall be settled by: "Ultima Ratio" First Electronic Arbitration Court at the Association of Notaries of the Republic of Poland in Warsaw, in accordance with the provisions of the Rules of Procedure of this Court in force at the date of initiation of the procedure. The arbitration clause shall not be binding on the insurance company, the claimant, which has been transferred to it in connection with the payment of compensation to FIBRAIN.
4. Where any of the provisions of this Rules of Procedure, by virtue of the law or the final or final judgment of any administrative or judicial authority, has been declared invalid or ineffective, the other provisions of this Rules of Procedure shall remain full and effective.
5. The Partner shall be bound by the General Terms and Conditions of Sale valid on the date of sale and available at the website <https://fibrain.com/cooperation-with-fibrain/>, however, in the event of a contradiction in the provisions of the sale contract, the Regulations and General Terms and Conditions of Sale, the provisions of the sale contract shall prevail, and then the Regulations and General Terms and Conditions of Sale.
6. The maximum liability of FIBRAIN both under the warranty and general liability for damages related to non-performance or incorrect performance of obligations resulting from the cooperation of the Parties, may not exceed the purchase price of Products from FIBRAIN in relation to which the claim was made.



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