

[LIMITATION OF LIABILITY]

1. Any liability of the Seller to the Buyer and third parties is excluded to the fullest extent permitted by applicable law.
2. The Seller's tort and contractual obligations towards the Buyer and third parties shall be excluded, subject to the mandatory provisions of the Polish Civil Code.
3. The Seller's liability towards the Buyer and third parties for possible damages that may be caused intentionally is limited to the unit price of the goods which caused the damage - as reflected on the Seller's invoice. This liability also excludes the right to claim reimbursement for lost profits or liability for indirect damages.
4. The Seller shall not be liable in particular for any damage caused by improper or unprofessional operation, normal wear, malfunction or incorrect or careless use.
5. Seller shall not be liable for claims of any third party arising in connection with the Buyer's use of the goods or the use of goods by unauthorized third parties, to the detriment of the Buyer.
6. Seller does not bear any responsibility for the Buyer's obligations towards third parties.
7. In the event of a third party brings legal action against the Seller for damages suffered by the person in connection with the goods and/or service, the Buyer undertakes to join the court proceedings on the Seller's side, if permitted by law, and support the Seller in the course of such proceedings and pay any fees related to such proceedings, including damages, court costs and costs of legal representation etc.
8. The Seller shall not be liable for failure by the Buyer to comply with the obligation to obtain any authorizations required by law.
9. The Seller is not liable for failure to perform or improper performance of obligations under the contract for the sale of goods and/or services, provided that failure to perform or improper performance of obligations is caused by circumstances beyond the control of the Seller, despite due diligence (force majeure). The circumstances referred to in the preceding sentence include, in particular, actions of nature forces, a disruption in social order, including strikes and riots, official measures, unrealized deliveries from the Seller's suppliers and other unforeseeable, inevitable and other serious adverse events. The occurrence of such events exempts the Seller from the obligation to comply with his obligations under the agreements concluded for the duration of the disturbance and its impact. The Seller is obliged to inform the Buyer about the situation, as soon as possible and do everything within his power to fulfill obligations based on the principle of good faith, as far as the conditions of the situation permit.