

Zambrów, May 28, 2025

REQUEST FOR QUOTATION NO. 01/2/KPO/2025

In connection with the implementation of the project titled „ROBOTYZACJA I CYFRYZACJA KLUCZOWYCH PROCESÓW FIRMY JAKO ODPOWIEDŹ NA WYZWANIA FIRMY PO COVID-19,

implemented under **KRAJOWY PLAN ODBUDOWY I ZWIĘKSZENIA ODPORNOŚCI**

Komponent A „Odporność i konkurencyjność gospodarki”

Reforma: A 2.1. Przyspieszenie procesów robotyzacji i cyfryzacji i innowacji

Inwestycja: A 2.1.1. Inwestycje wspierające robotyzację i cyfryzację w przedsiębiorstwach

we invite you to submit an Offer.

1. Ordering Party:

Balton Sp. z o.o.

Strzelnicza 3 18-300 Zambrów

NIP: 5360015638

2. Procurement Procedure

2.1. This procedure is conducted in accordance with the rules specified in the annex to *REGULAMIN WYBORU PRZEDSIĘWZIĘĆ DO OBJĘCIA WSPARCIEM Z PLANU ROZWOJOWEGO W TRYBIE KONKURSOWYM FINANSOWANE W RAMACH KRAJOWEGO PLANU ODBUDOWY I ZWIĘKSZENIA ODPORNOŚCI*, tj. Załącznik nr 6 Zasada Konkurencyjności, the Principle of Competitiveness, developed by Ministerstwo Aktywów Państwowych, which is part of the competition documentation available at <https://www.gov.pl/web/aktywa-panstwowe/inwestycje-wspierajace-robotyzacje-i-cyfryzacje-w-przedsiębiorstwach--tryb-konkursowy>.

2.2. The Ordering Party is not obliged to apply the *Ustawa z dnia 11 września 2019 r. - Prawo zamówień publicznych* (tekst jedn.: Dz. U. 2019 poz. 2019.).

2.3. The provisions of the *Ustawa z dnia 23 kwietnia 1964 r. Kodeks cywilny* (Dz.U. z 2022 r. poz. 1360, z późn. zm.) apply to the actions taken by the Ordering Party, Contractors, and participants in the procurement procedure and agreements related to procurement matters.

2.4. The Ordering Party reserves the right to modify the Request for Quotation at any stage of the procurement procedure and to cancel the procedure at any time without stating a reason. In the event of cancellation, Contractors shall not be entitled to any claims against the Ordering Party.

2.5. The result of the procedure will be published in the same manner as this Request for Quotation.

3. Type of Order

- Supply/~~Services/Construction works~~

4. Name and Code Defined in Wspólny Słownik Zamówień (CPV):

- Industrial lasers (CPV: 38636110-6)

5. Subject of the Order

5.1. The subject of the order: Laser system for cutting out the desired stent profile

5.2. A detailed description of the subject of the order is included in Attachment No. 4 to this Request for Quotation.

6. Conditions for Participation in the Procedure

6.1. Contractors who meet the following conditions may apply for the order:

- Possess the necessary authorizations to conduct specified activities or actions if required by law;
- Have knowledge and experience in properly executing the order;
 - Have appropriate technical potential and personnel capable of executing the order;
- Are in a financial and economic situation that allows them to fulfill the order within the specified timeframe;
- Are not personally or financially related to the Ordering Party.

6.2. To confirm compliance with the participation conditions, the Contractor must submit:

- An offer according to the template in Attachment No. 1 to this Request for Quotation;
- A statement regarding the absence of ties with the Ordering Party, as per the template in Attachment No. 2;
- A statement confirming compliance with the participation conditions, as per the template in Attachment No. 3.

6.3. Failure to meet any of the participation conditions will result in exclusion from the procedure. Excluded offers will be rejected.

7. Method of Price Calculation

7.1. The Contractor provides a price for the execution of the subject of the order according to the Offer Form template in Attachment No. 1.

7.2. The offered price must cover the entire subject of the order, including all costs specified in this Request for Quotation, annexes, and any additional information for Contractors (lump-sum remuneration).

7.3. The price should be expressed in PLN or another currency. If stated in another currency, it will be converted to PLN based on the NBP exchange rate on the publication date of this Request for Quotation.

8. Criteria for evaluating offers, including information on point or percentage weights assigned to individual evaluation criteria and a description of the scoring method for meeting a given evaluation criterion.

8.1. Evaluation criteria:

a) Net price – 100 points (100%)

The point value of the price will be calculated using the formula:

$(C_{min} : C_n) \times 100$, where:

C_{min} - the lowest net total price among non-rejected offers

C_n - the net total price of the evaluated offer

The offer can receive a maximum of 100 points (1% = 1 point).

Results will be rounded to two decimal places.

8.2. The total evaluation will include the sum of points obtained by the offer in the criteria specified in point 8.1. Points will be counted to two decimal places using common rounding rules.

8.3. The Ordering Party will award the contract to the Contractor whose offer meets all the requirements of the Request for Quotation and is evaluated as the most advantageous based on the established evaluation criteria, obtaining the highest number of points.

8.4. If the Ordering Party cannot select the most advantageous offer because the submitted offers received the same number of points, the Ordering Party will ask the Contractors who submitted those offers to submit additional offers within a deadline set by the Ordering Party. Contractors submitting additional offers cannot offer prices higher than those initially submitted.

8.5. The Contracting Authority allows for the possibility of conducting negotiations with contractors whose offers meet the conditions for participation in the request for quotation. The negotiations shall not lead to a deterioration of the Contracting Authority's position and shall respect the principle of equal treatment of contractors.

9. Method of Preparation and Submission of Offers

9.1. The offer must be submitted using the Offer Form (Attachment No. 1 to the Request for Quotation) along with the statements and documents specified in point 6.2 of this Request for Quotation, as well as documents confirming the right to sign the Offer in accordance with point 9.4, including the appropriate power of attorney in accordance with point 9.5 (if applicable).

9.2. The Contractor may submit only one offer.

9.3. The offer must be prepared in written form in Polish or English.

9.4. The offer must be signed by a person authorized to represent the Contractor, in accordance with the form of representation specified in the register or other document appropriate for the given organizational form of the Contractor, or by an authorized representative. To confirm that the person acting on behalf of the Contractor is authorized to represent them, the Ordering Party requires the Contractor to submit an excerpt or information from the National Court Register, the Central Register and Information on Business Activity, or another relevant register.

9.5. The power of attorney of the person(s) signing the Offer to represent the Contractor, incur financial obligations on their behalf corresponding to the value of the Offer, and sign the Offer must directly result from the Contractor's registration documents. This means that if such power of attorney does not directly result from the document confirming the Contractor's legal status (an

excerpt from the appropriate register or the central register and information on business activity), the Offer must include a power of attorney issued to the Contractor's representative by authorized persons.

9.6. The power of attorney to submit the offer must be submitted in the same form as the submitted offer.

9.7. A consortium offer, i.e., a joint offer submitted by several Contractors, must include a power of attorney. The power of attorney must specify which partner will represent the others before the Ordering Party and which proceedings the power of attorney concerns.

9.8. The offer may be submitted in paper form with a handwritten signature, in electronic form with a qualified electronic signature, or in electronic form with a trusted signature or personal signature. The submission of a scanned copy of the paper offer is also permitted.

9.9. Paper form offers must be delivered to the Ordering Party's headquarters in person or via mail/courier to the following address: Balton Sp. z o.o., Strzelnicza 3, 18-300 Zambrów, whereas other offers must be submitted to the following email address: zamowienia.zewnetrzne@balton.pl. The deadline for submission is **July 7, 2025**. The opening of offers will take place no later than three days after the submission deadline.

9.10. Any corrections to the Offer must be made in a legible manner, additionally dated, and initialed by the person signing the offer.

9.11. Offers that do not meet formal requirements or do not include the full scope of the subject of the order will be rejected.

9.12. The Contractor may modify or withdraw a submitted offer before the submission deadline. Both modification and withdrawal of the offer require the same form as the submitted offer.

9.13. The Ordering Party reserves the right to modify the request for quotation and the offer form in the event of errors in the request for quotation or the necessity of making additions. In such cases, the Ordering Party will:

- Inform about the modification in the manner appropriate for the publication of this request for quotation;
- Inform all bidders who have already submitted offers about the modification;
- If necessary, extend the submission deadline by the time needed to introduce changes to the offers submitted by bidders.

9.14. Bidders are entitled to submit questions or request clarifications regarding the content of this Request for Quotation. The Ordering Party is obliged to provide clarifications immediately, but no later than four days before the submission deadline, provided that the question was received no later than six days before the submission deadline. Questions should be sent to the email address: zamowienia.zewnetrzne@balton.pl.

10. Information on the possibility of submitting partial offers

10.1. The Ordering Party does not allow the submission of partial offers.

11. Information on planned supplementary orders

11.1. The Ordering Party does not allow the submission of supplementary offers.

12. Information on the possibility of submitting variant offers

12.1. The Ordering Party does not allow the submission of variant offers.

13. Bid bond

13.1. The Ordering Party does not require a bid bond.

14. Offer binding period

14.1. The Contractor is bound by the offer for 60 days from the deadline for submitting offers.

14.2. If the selection of the most advantageous offer does not take place before the offer binding period expires, the Ordering Party may, before the expiration of the offer binding period, request the Contractors to extend this period once for a specified period not exceeding 30 days.

14.3. The extension of the offer binding period, as mentioned above, requires the Contractor to submit a written statement of consent to extend the offer binding period.

14.4. If the Ordering Party requires a bid bond, the extension of the offer binding period, as mentioned above, must be accompanied by an extension of the validity period of the bid bond or, if this is not possible, by the submission of a new bid bond for the extended offer binding period.

15. Information on the formalities that should be completed after selecting an offer in order to conclude a public procurement contract.

15.1. A contract will be concluded with the Contractor whose offer has been selected as the most advantageous, in accordance with the content of the request for quotation and the submitted offer, taking into account in particular the essential terms of the contract and the conditions for changing the essential terms of the contract contained in point 17. The place and date of signing the contract will be specified by the Ordering Party.

15.2. The contract with the Contractor will be concluded in written form or electronic form (signed with a qualified electronic signature).

15.3. If the Ordering Party allows the submission of partial offers, the procurement procedure may result in the conclusion of a contract for part of the order.

15.4. If the Contractor whose offer was selected as the most advantageous withdraws from signing the contract, the Ordering Party may conclude a contract with the Contractor whose offer was the most advantageous among the remaining offers, without re-examining and evaluating the offers.

15.5. In the case of selecting the most advantageous offer submitted by Contractors jointly applying for the contract, before signing the contract, it is necessary to submit a cooperation agreement that will regulate the mutual cooperation of the Contractors. Contractors jointly applying for the contract are jointly and severally liable for the performance of the contract.

15.6. Persons representing the Contractor when signing the contract should have documents confirming their authorization to sign the contract, unless this authorization is evident from the documents attached to the offer.

16. Deadline and place of order execution

16.1. Order execution period: The delivery shall be made within 30 weeks from the date of signing the contract.

16.2. Place of order execution: Strzelnicza 3, Zambrów.

16.3. The order execution period is considered fulfilled upon signing the acceptance protocol.

17. Essential terms of the contract and conditions for changing essential terms of the contract

17.1. The draft contract is included in Attachment No. 5 to the Request for Quotation.

17.2. Changes to the essential terms of the concluded contract can only be made if:

- the possibility of change was foreseen in the contract;
- force majeure occurs – if the Ordering Party, acting with due diligence, could not foresee the changes, and their value does not exceed 50% of the order.

17.3. It is not possible to make significant changes to the provisions of the concluded contract compared to the content of the offer on the basis of which the Contractor was selected unless:

- 1) the changes were foreseen in the contract in the form of clear, precise, and unambiguous provisions specifying their scope and type as well as the conditions for introducing changes;
- 2) the changes concern the execution of additional supplies, services, or construction works from the existing Contractor, not covered by the basic order, provided that they have become necessary and all the following conditions are met:

a) changing the Contractor cannot be made for economic or technical reasons, particularly related to interchangeability or interoperability of equipment, services, or installations ordered under the basic contract,

b) changing the Contractor would cause significant inconvenience or a significant increase in costs for the Ordering Party,

c) the value of each subsequent change does not exceed 50% of the original contract value;

- 3) the change does not alter the nature of the contract, and all the following conditions are met:

a) the need to change the contract is caused by circumstances that the Ordering Party, acting with due diligence, could not foresee,

b) the value of the change does not exceed 50% of the original contract value;

- 4) the Contractor to whom the Ordering Party awarded the contract is replaced by a new Contractor:

a) based on contractual provisions,

b) as a result of merger, division, transformation, bankruptcy, restructuring, or acquisition of the existing Contractor or its enterprise, provided that the new Contractor meets the conditions for

participation in the procurement procedure, is not subject to exclusion, and does not result in other significant contract changes,

c) as a result of the Ordering Party taking over the Contractor's obligations towards its subcontractors. In the case of a subcontractor change, the Ordering Party may conclude a contract with a new subcontractor without changing the order execution conditions, considering the payments already made for completed works;

- 5) the change does not alter the overall nature of the contract, and the total contract value is lower than the EU thresholds and is less than 10% of the original contract value for service or supply contracts or 15% for construction contracts.

18. Conditions for possible withdrawal from signing the contract.

18.1. The Ordering Party may withdraw from signing the contract if the offer amount exceeds the funds the Ordering Party intends to allocate for the execution of this order. The Ordering Party may also withdraw from signing the contract without stating a reason in case of changes in the circumstances of the entire Project implementation.

19. Scope of Personal Data Processing

19.1. The Bidder consents to the collection and processing of their personal data by the Ordering Party to the extent necessary for the implementation of this procurement procedure, in accordance with 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 (General Data Protection Regulation). The processing of entrusted personal data will comply with the GDPR and related national personal data protection regulations.

19.2. The Ordering Party declares that it is the data controller for the data referred to in this request for quotation.

19.3. The Ordering Party will process personal data to conduct the procurement procedure and fulfill a legal obligation based on Article 6(1)(c) of the GDPR.

19.4. Providing personal data is a condition for participating in this procedure and a legal requirement to fulfill obligations under the law. Failure to provide personal data prevents the Bidder from participating in the procurement procedure.

19.5. Data recipients may include, in particular, Intermediate Institutions, Managing Institutions, other state and EU institutions, as well as entities engaged by these institutions for audits, settlements, and project control, including the Tax Office, Bank, Legal Office, Polish Post, courier companies. Additionally, data may be transferred/shared with suppliers and subcontractors of services such as IT specialists, accounting firms, consulting companies – these entities process data only based on a contract and solely according to instructions.

19.6. The Bidder has the following rights:

- Under Article 15 of the GDPR, the right to access personal data concerning the Bidder;
- Under Article 16 of the GDPR, the right to rectify the Bidder's personal data;
- Under Article 18 of the GDPR, the right to request the data controller to restrict the processing of personal data, subject to the cases specified in Article 18(2) of the GDPR.

19.7. At any time, the Bidder has the right to lodge a complaint with the supervisory authority (GIODO or its legal successor - Prezes Urzędu Ochrony Danych Osobowych).

19.8. The processing period includes the period of fulfilling obligations, the limitation period for claims resulting from regulations, and the period of storing project documentation in accordance with the provisions of the project funding agreement.

19.9. If a contract or order is concluded between the Bidder and the Ordering Party, the data provided by the Bidder will be processed to execute such a contract or order and its settlement.

Attachments to the Request for Quotation

- Attachment No. 1 – Offer Form
- Attachment No. 2 – Declaration of No Personal or Capital Links with the Ordering Party
- Attachment No. 3 – Declaration of Compliance with Participation Conditions
- Attachment No. 4 – Detailed description of the subject of the order
- Attachment No. 5 – Draft Contract

Attachment No. 1 to the Request for Quotation

OFFER FORM
(to Request for Quotation No. 01/2/KPO/2025)

.....
Contractor Name

.....
Contractor Address

.....
Contractor Tax ID (NIP)

.....

Contact Phone Number

.....
Contact Email Address

We hereby offer to execute the subject of the order in accordance with the detailed description specified in Attachment No. 4 to the Request for Quotation, as per the following breakdown:

Subject of the Order	Net Price	VAT	Gross Price	Currency
Laser system for cutting out the desired stent profile				
Total amount				

1. Order completion deadline: no later than 30 weeks from the date of signing the contract.
2. Offer validity period: 60 days from the offer submission date.

Attachments to the Offer Form:

- Attachment No. 2 to the Request for Quotation – Declaration of No Personal or Financial Links with the Ordering Party.
- Attachment No. 3 to the Request for Quotation – Declaration of Compliance with Participation Conditions.

(Location, Date)

(Seal, Signatures of Authorized Persons
Representing the Contractor)

*Attachment No. 2 to the Request for Quotation***Declaration of No Personal or Capital Links with the Ordering Party**
(to Request for Quotation No. 01/2/KPO/2025)

Acting on behalf of and in the name of _____, we declare that we have no personal or capital links with the Ordering Party.

Personal and capital links shall be understood as:

- 1) participation in a company as a partner in a civil law partnership or a partnership;
- 2) holding at least 10% of shares or stocks (unless a lower threshold results from legal regulations);
- 3) serving as a member of the supervisory or management body, proxy, or attorney;
- 4) being married, in a direct or collateral kinship relationship up to the second degree, or legally bound by adoption, guardianship, or custody, or cohabiting with the contractor, their legal representative, or members of the managing or supervisory bodies of the contractors applying for the order;
- 5) remaining in a legal or factual relationship with the contractor, which raises justified doubts about their impartiality or independence in connection with the procurement procedure.

(Location, Date)

(Seal, Signatures of Authorized Persons
Representing the Contractor)

*Attachment No. 3 to the Request for Quotation***Declaration of Compliance with Participation Conditions**
(to Request for Quotation No. 01/2/KPO/2025)

Acting on behalf of and in the name of _____, we declare that:

1. we are familiar with and accept the conditions for the execution of the order as specified in the request for quotation, and we do not raise any objections or comments in this regard;
2. we have the necessary authorizations to conduct specific business activities or perform specific actions, if required by law;
3. we possess the knowledge and experience necessary for the proper execution of the order;
4. we have the appropriate technical potential and personnel capable of executing the order;
5. we are in an economic and financial situation that allows us to execute the order within the specified timeframe;
6. we commit to signing the contract for the execution of this order at the place and time specified by the Ordering Party;
7. we consent to the collection and processing of our personal data by the Ordering Party to the extent necessary for the execution of this procurement procedure, in accordance with **Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016**, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing **Directive 95/46/EC** (hereinafter referred to as "GDPR" or "General Data Protection Regulation");
8. we declare that we are not subject to exclusion from the procedure under **Article 7, Section 1 of the Act of April 13, 2022, on special solutions for counteracting the support of aggression against Ukraine and ensuring national security** (Journal of Laws of 2022, item 835).

(Location, Date)

(Seal, Signatures of Authorized Persons
Representing the Contractor)

Detailed description of the subject of the order
(to Request for Quotation No. 01/2/KPO/2025)

USER REQUIREMENTS SPECIFICATION
Laser system for cutting out the desired stent profile

1) Description of the item to which URS applies

Laser system for cutting out the desired stent profile in a tube made of cobalt-chromium alloy (L605), stainless steel (316L) and NITINOL alloy.

2) Definitions, abbreviations

URS – User requirements specification (URS), requirements specified at the order stage.

IQ – installation qualification,

TOD – technical and operational documentation,

FAT – Factory Acceptance Test – acceptance tests, acceptance attempt of the machine, equipment at the manufacturer/supplier,

SAT – Site Acceptance Test – acceptance tests, an attempt to accept a machine or device at the customer's site

3) User Requirements (URS)

Installation location	
URS/1	Production plant of Balton sp. z o.o. Adres: ul. Strzelnicza 3 18-300 Zambrów
Installation Requirements	
URS/2	The room where the device will be located: Temperature: +15 ÷ +28° C, Relative humidity: 10 ÷ 85 %.
URS/3	The customer provides a properly prepared and leveled floor.
URS/4	Connection media: <ul style="list-style-type: none"> • Power supply 400V/230V 50Hz, • Compressed air 6 bar – purity according to ISO 8573- 1 class 4-5-6 • Technical gas – oxygen 25 bar, purity 99.5% • Technical gas – argon 25 bar, purity 99.999 % • Technical gas – Nitrogen 25 bar, purity 99.999 %
URS/5	All media connections should be clearly identified and labeled (flow direction, medium name).
Design requirements and machine construction	
URS/6	Area intended for the device: Length: 6000 mm, Width: 2500 mm, Height: 2000 mm.

URS/7	<p>The laser machine will include:</p> <ul style="list-style-type: none"> • laser source with optics and axis drives placed on a massive body, • axle drives with guidance, • tube fixing holder (jaws and holder), • axis control, • control panel/monitor/keyboard/mouse, • cooler • camera view system, <p>And the laser system will include:</p> <ul style="list-style-type: none"> • automatic tube loading system, • gas extraction and filtration system from the working chamber, • a set of tools for maintenance work, • CAM software with a postprocessor to the device.
URS/8	Construction materials protected against corrosion and oxidation (e.g. painting, anodizing).
URS/9	Scratch-resistant, discoloration-resistant, hygienic, sturdy and durable. Joints and welds (depending on the production technology) are solid and smooth.
URS/10	Structural and control elements marked, e.g. as to type, model (easy identification).
URS/11	Laser machine located in a structure built with covers and housings, with vibration isolation of the machine from the ground.
URS/12	The supplier provides easy access to components that require maintenance and cleaning (the design of the device ensures easy handling in this regard).
URS/13	<p>Laser Specifications:</p> <ul style="list-style-type: none"> • Laser wavelength: 1035 ± 10 nm • maximum average power: 20 W, • pulse frequency: up to 1 MHz, • pulse energy: up to max. 200 μJ, • pulse width/length <400 fs.
URS/14	<p>Interface:</p> <ul style="list-style-type: none"> • USB, • Ethernet, • OPC UA.
Functional requirements	
URS/15	The machine tool is to enable cutting metal tubes with diameters from 0.3 mm to 7 mm in the length range from 0 to 300 mm.
URS/16	The laser must be able to cut through 316L stainless steel, nickel-titanium alloy (Nitinol) and cobalt chromium alloy (L605) with a wall thickness of 0.1 to 0.5 mm leaving a uniform, clean edge, free of burrs, ensuring a minimal heat-affected zone in the material and maintaining positioning accuracy.
URS/17	<p>On-screen display requirements:</p> <ul style="list-style-type: none"> • display of laser parameters, • graphical representation of the cutting route, • status indicator (work progress, number and time of cut parts), • error messages.
URS/18	<p>Positioning Accuracy:</p> <ul style="list-style-type: none"> • X-axis ± 4 μm, • Z axis ± 3 μm, • of the rotary axis $\pm 0.0125^\circ$.
URS/19	<p>Setting option:</p> <ul style="list-style-type: none"> • focal position, • the position of the nozzle in relation to the laser beam, • holder's position.
URS/20	Gas extraction from the working chamber with replaceable activated carbon filter.
URS/21	The air flow in the extractor min. 180 m ³ /h.

URS/22	The automatic feeder has the ability to load at least 30 tubes with a diameter of $\Phi 1.5$ - $\Phi 15$ mm and a length of 1000-3000 mm.
URS/23	The automatic loading time of 3000mm tube, less than 25s.
URS/24	The feeder prepares the tube for cutting without the operator's intervention (the operator only supplies the tubes to the container in the feeder).
URS/25	The device has a built-in audit trail (log book) function.
URS/26	Collect and save data from the machine with the ability to send it to the cloud: <ul style="list-style-type: none"> time and number of programs cutting and by which user, machine operating parameters during cutting,
Safety	
URS/27	A device equipped with a UPS emergency power supply, which starts up after a power failure, informing the operator about the power failure and allowing for safe shutdown of the machine. The machine will stop automatically when air, or other main medium is lost, and will require operator intervention to restart. As a result of the transition to a safe state, the device will not be damaged.
URS/28	The machine should be designed and constructed in accordance with the requirements of applicable safety standards and health and safety regulations, as well as it should have light and sound alarm systems. The device is to be CE marked. The Device must be accompanied by the EC Declaration of Conformity and the Operating Manual, which will specify the maintenance conditions, the electrical installation diagram, and what to do in the event of a foreseeable emergency.
URS/29	During operation, the laser is classified as a class 1 laser. The eyepiece and covers through which the operator will control the process must be certified, they must not allow laser beam to pass outside the device. The device will be supplied with glasses equipped with appropriate filters, allowing for service work with the visor open.
URS/30	Emergency stop will be activated by the emergency stop button. Once activated, the entire system will shut down immediately and disconnect power to all components.
Control system and software	
URS/31	The control system should be designed to monitor and control the device through the HMI panel.
URS/32	Possibility to select the language in the HMI panel, min. Polish, English.
URS/33	Work and programming capabilities: <ul style="list-style-type: none"> manual driving (moving the axles using the keyboard/HMI panel), entering commands using the keyboard, programming via the integrated editor, data transfer via USB and network.
URS/34	The system must ensure data security in the event of a power outage. The archived data is secured, and a power outage will not delete the data, but it will not be recorded. UPS will increase the time it takes to save data.
URS/35	Critical alarms automatically shut down the drives and laser beam and notify the operator of the status on the HMI. The operator will need to acknowledge the alarm before resetting it and restarting the system.
URS/36	Audible alarms will be emitted by a signal column, and visual alarms will be displayed on the HMI panel.
URS/37	The necessary process parameters must be able to be freely programmed, depending on the process being carried out, within the limits ensuring the correct course and effect of the process.
URS/38	The device requires you to log in to work.
URS/39	A minimum of 3 levels of access must be configured: <ul style="list-style-type: none"> Operator Maintenance Administrator
URS/40	The software must have a "user management" function to define access/restrictions to specific user/group based features.
URS/41	The software restricts multiple users from logging in at the same time.
URS/42	The software should only allow access to the user after providing login credentials.
URS/43	The software should only be able to reset the password of any user from the administrator level.
URS/44	The user has the ability to view the data only after providing login credentials.
URS/45	The user has the option to export data only after providing login credentials.
URS/46	The machine must be able to back up and restore the system.

URS/47	The data will be stored on a data carrier and in the cloud will not be overwritten.
URS/48	The supplier will keep you informed about changes (upgrade, update) of the software and will provide access to a higher version of the software.
URS/49	Standard software that is subject to licensing (e.g. Windows operating system) should have certificates confirming authenticity and a license to use the software. Information about the software (name, version) should be placed in the device's TOD.
URS/50	All non-standard computer programs (e.g. PLC software) should have backup copies in the source version. Information about the software (name, version) should be placed in the device's TOD.
Acceptance requirements	
URS/51	Successfully completed calibration of the device at the supplier and at the installation site of the device in Balton sp. z o.o.
URS/52	Successfully completed FAT acceptance tests at the supplier's factory with the customer. The scope of the tests will be determined in a separate document. The documents must be approved by Balton sp. z o.o. before the start of the tests.
URS/53	Successfully completed SAT acceptance tests at the customer's Production Plant. The scope of the tests will be determined in a separate document. The documents must be approved by Balton sp. z o.o. before the start of the tests.
URS/54	The supplier trained Balton employees on the correct use of the device.
URS/55	Delivery and acceptance protocol approved by both parties after delivery and installation of the device at the Balton sp. z o.o. production plant.
URS/56	Delivery and acceptance protocol in accordance with the template of the protocol provided by the supplier, approved by Balton sp. z o.o.
URS/57	Successfully completed qualification of the device – IQ at the Balton sp. z o.o. Production Plant in the scope listed below.
Validation activities	
URS/58	Qualification activities (testing) will be carried out by the supplier in cooperation with the customer.
URS/59	The qualification documentation will include: <ul style="list-style-type: none"> • Plan and IQ Report.
URS/60	Plans will be prepared by the supplier, the documents must be approved by Balton sp. z o.o. before the start of the tests.
URS/61	IQ qualification will be performed by the Supplier. Upon completion of the tests, the Supplier will prepare an IQ report along with qualification conclusions. The report will be subject to approval by Balton sp. z o.o.
URS/62	The Installation Qualification (IQ) will include: <ul style="list-style-type: none"> • Verification of system completeness, • Verification of the correctness of system installation, • Verification of the installation in accordance with the TOD, • Verification of media connections, • Verification of the electrical diagram, • Verification of the pneumatic diagram, • Verification of the installation of control and measurement elements in the system, • Check calibration certificates, • Checking security certificates, • Verification of the software version, • Verification of the completeness of spare parts, auxiliary elements, etc., • Verification of the completeness of documentation.
Documentation supplied with the device	
URS/63	All documents listed below must be provided in paper and electronic form.
URS/64	The design documentation (for each device) should include the following elements: <ul style="list-style-type: none"> • Device characteristics (technical parameters), • Assembly technical drawings,

	<ul style="list-style-type: none"> Diagrams: functioning, electrical, pneumatic, instrumentation (P&ID), list of installation components with information about type, parameters, TOD, etc., Spare parts list, List of media consumption, Alarm list, Electrical documentation.
URS/65	<p>The installation instruction should include the following:</p> <ul style="list-style-type: none"> Routine maintenance (daily, weekly, periodic checks), Non-standard maintenance (adjustment and replacement of mechanical spare parts, wearing parts – presentation by means of charts, drawings or detailed views), Spare parts designation: manufacturers' order codes, Procedures for replacing elements,
URS/66	<p>User manual:</p> <ul style="list-style-type: none"> Description of use, Description of warnings, hazards and safety issues, Description of settings and operating parameters, Description of the principle and logic of operation, Start-up diagnostics and alarm messages.
URS/67	<p>The control system manual should include the following:</p> <ul style="list-style-type: none"> Description of the system, Installation instructions, Maintenance manual, System recovery instructions, Location of electrical equipment, Wiring diagrams, List of components, Position of switches and configured IN/OUT map.
URS/68	Factory and on-site calibration certificates (if recalibration is required at Balton sp. z o.o.)
URS/69	CE certificate (confirmation of the possibility of use in the EU, declaration according to which standards and directives the device was manufactured).
URS/70	A backup version of the software on an external medium.
URS/71	Training certificates.
URS/72	Delivery and acceptance protocol.
URS/73	FAT Plan and Report.
URS/74	SAT Plan and Report.
URS/75	IQ Qualification Plan and Report.
URS/76	Warranty for 12 months from the date of final acceptance by the customer.
URS/77	Service contract.
Logistical requirements	
URS/78	The supplier is responsible for securing and delivering the device to Balton sp. z o.o. All components of the machine will be packed by the supplier in a way that prevents damage during transport. The device is adapted to be transported by a pallet truck.
URS/79	The customer will prepare a designated place for work during the installation of the laser system in the production plant.
URS/80	The customer will provide the necessary means to transport the laser system from the parking lot at the production plant to the place where the system is located on the ground floor of the building, i.e. a forklift, pallet truck, etc.
URS/81	Introduction of the device to the Balton sp. z o.o. Production Plant is the responsibility of the supplier.

4) Additional requirements

1. Delivery date: up to 30 weeks from the signing of the contract.
2. The supplier will provide access to service based on a service agreement/one-off orders.
3. The supplier will provide access to replaceable components of the device, the replacement of which is related to the routine maintenance schedule of the device.
4. Materials and spare parts (related to maintenance and components that need to be periodically renewed) must be provided for 10 years of operation from the date of installation.

Attachment No. 4 to the Request for Quotation

Draft Contract
(to Request for Quotation No. 01/2/KPO/2025)

SALES AGREEMENT

concluded on 2025 by and between ("**Agreement**"):

Balton sp. z o.o. with its registered office in Warsaw 00-496, at ul. Nowy Świat 7/14, entered into the Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register under KRS number: 0000179860, Tax ID No (NIP): 5360015638, Statistical ID No (REGON): 010757273, share capital: PLN 1,090,500.00, represented by:

..... – President of the Management Board

hereinafter referred to in the Agreement as the "**BUYER**"

and

..... a company organized and operating under the laws of, entered into the commercial register in, maintained by under number, with its registered office at, tax identification number NL, represented by:

..... –,

hereinafter referred to in the Agreement as the "**SELLER**" or ".....",

hereinafter jointly referred to as the "**Parties**" and individually as a "**Party**".

Excerpts from the relevant commercial registers in which the Parties are registered constitute **appendices** to the Agreement.

§ 1

SUBJECT MATTER OF THE AGREEMENT

1. The SELLER undertakes to deliver to the BUYER and transfer to the BUYER the ownership of the subject matter of the agreement, i.e. together with appropriate documentation, as specified in offer dated ("**Subject Matter of the Agreement**"). The above-mentioned offer constitutes **Appendix No 1** and forms an integral part of this Agreement.
2. The SELLER represents that the Subject Matter of the Agreement is its sole property and that it holds exclusive copyright and industrial property rights to the Subject Matter of the Agreement, moreover, the Subject Matter of the Agreement is used, in working order, free from any legal defects, including any third-party rights and any other encumbrances and securities. Notwithstanding the above, the SELLER assumes all liability for claims that third parties in the European Union or the United States of America might bring against the BUYER regarding the use of third-party rights to intangible assets, in particular copyrights, patents, utility models or trademarks, in relation to the Subject Matter of the Agreement.

3. The Subject Matter of the Agreement has been manufactured according to the technical drawing and URS constituting **Appendix No 2** to this Agreement.

§ 2

PRICE

The remuneration for the delivery, positioning, installation, transfer of ownership rights to the Subject Matter of the Agreement and commissioning of the Subject Matter of the Agreement, as well as training has been set by the Parties at the net amount of: (in words:). The remuneration includes training for ... days at the BUYER'S factory.

§ 3

DELIVERY TERMS

1. Place of delivery of the Subject Matter of the Agreement: BUYER's production facility located at ul. Strzelnicza 3 in Zambrów. Delivery shall be made on DAP Incoterms 2020 terms.
2. The delivery date of the Subject Matter of the Agreement is specified in § 4 section 1 of the Agreement. The exact delivery date shall be agreed between the Parties (by electronic correspondence sent from and to the addresses specified in § 7 section 1 of the Agreement) after FAT testing.
3. On the delivery date agreed with the SELLER, the BUYER shall ensure the possibility of positioning and installing the Subject Matter of the Agreement at the destination specified in section 1 above, provide access to premises, ensure the presence of persons responsible on behalf of the BUYER and the possibility to disconnect the main power supply of the facility for the duration of installation works. The responsibility for unloading the Subject Matter of the Agreement on the delivery date, installation, positioning and commissioning of the Subject Matter of the Agreement shall be borne by the BUYER, in accordance with the agreed delivery terms.
4. The BUYER shall perform quantitative and qualitative acceptance of the Subject Matter of the Agreement within 14 days from the delivery date. The acceptance shall be confirmed by a delivery acceptance protocol signed by the Parties without remarks. The template of the protocol constitutes **Appendix No 3** to the Agreement. If during the quantitative or qualitative acceptance of the Subject Matter of the Agreement, the BUYER identifies a defect in the Subject Matter of the Agreement preventing the signing of the acceptance protocol without remarks, the BUYER shall submit its comments/reservations to the SELLER along with setting a deadline for their repair, which the SELLER hereby agrees to perform. If the deadline set by the BUYER for repairing the defects cannot be met, the SELLER shall immediately inform the BUYER of this fact along with the reason for the impossibility to repair the defects within the set deadline, and the BUYER shall set a new deadline.
5. In case of impossibility to repair the defects of the Subject Matter of the Agreement, identified in accordance with section 4 above, the BUYER may withdraw from this Agreement within 14 days from the BUYER's confirmation in the acceptance protocol of the impossibility to repair the defects. In case of exercising the right to withdraw from the Agreement for the reason mentioned above, the SELLER is obligated to immediately return, within reasonable time, the amounts received from the BUYER as payment of the price to the BUYER's bank account. Before exercising the contractual

right to withdraw from the Agreement, as mentioned in this section, the BUYER may call upon the SELLER to perform the unexecuted repair and grant an additional deadline for performing the repairs. The ineffective lapse of this additional deadline shall entitle the BUYER to withdraw from the Agreement with the right to recover all amounts paid to the SELLER.

6. On the delivery date of the Subject Matter of the Agreement, the SELLER shall also conduct training for persons designated by the BUYER in the scope of operating and starting up the delivered Subject Matter of the Agreement, combined with checking its operation. The training shall be conducted after positioning the Subject Matter of the Agreement and before signing the delivery acceptance protocol without remarks.
7. The SELLER undertakes to maintain order during the installation, assembly and start-up of the Subject of the Agreement and to comply with all occupational health and safety and fire protection regulations.
8. The final confirmation of acceptance of the Subject Matter of the Agreement by the BUYER shall take place in the form of a delivery acceptance protocol without remarks signed with the participation of representatives of the BUYER and SELLER, and at the moment of its signing, the benefits and burdens as well as the risk of loss or damage to the Subject Matter of the Agreement shall pass to the BUYER.
9. In the event of a negative SAT test result, the BUYER may withdraw from this Agreement within 14 days of the completion of the SAT tests with a negative result. However, before exercising the right to withdraw from the Agreement, the BUYER is obliged to call on the SELLER to repair the defects confirmed during the SAT test and to set an additional, appropriate deadline for this purpose. Only the ineffective expiry of the additional deadline entitles the BUYER to withdraw from the Agreement. In the event of exercising the contractual right to withdraw from the Agreement for the reason referred to above, the SELLER is obliged to immediately return the advance payment received from the BUYER, referred to in § 5 of the Agreement, to the BUYER's bank account, within no more than 7 calendar days.
10. Along with the delivered Subject Matter of the Agreement, the SELLER shall provide the BUYER with all documents concerning the sold Subject Matter of the Agreement, that is, limited to operating manual, quality inspection checklist, declaration of conformity.

§ 4

DELIVERY DATE

1. The delivery of the Subject Matter of the Agreement shall take place no later than within 30 weeks from the date of signing of this Agreement.
2. Before delivery, within 7 days from the date of reporting to the BUYER the readiness to conduct the FAT test (in accordance with Appendix No 2 URS document), the FAT test will be conducted in the presence of the Parties at the SELLER's registered office. After conducting the FAT test and obtaining a positive result, the Parties will sign the FAT Protocol, in accordance with the template constituting Annex No. 4 to the agreement.
3. In the event of a negative FAT test result, the BUYER may withdraw from this agreement within 14 days from the date of completion of the FAT tests with a negative result. In the event of exercising the contractual right to withdraw from the agreement, for the reasons referred to above, the SELLER

is obliged to immediately return the advance payment received from the BUYER, referred to in § 5 sec. 1 item I., to the SELLER's bank account, within no more than 7 calendar days.

4. In case of delay in delivery of the Subject Matter of the Agreement, regardless of the cause, or delays in fulfilling the delivery terms referred to in §3 of the Agreement, the SELLER shall pay the BUYER a contractual penalty of 0.5% of the net contract price specified in §2, for each completed working week up to a maximum of 5% of the net contract price. In the event that the delay referred to in the above sentence exceeds 30 calendar days, the BUYER may, while retaining the right to the contractual penalty as mentioned in the previous sentence, withdraw from the Agreement after setting an additional deadline for the SELLER with a warning that in case of failure to deliver the Subject Matter of the Agreement within this additional deadline, the BUYER shall withdraw from the Agreement. The withdrawal may be made within 21 days from the ineffective lapse of the additional deadline. In case of withdrawal by the BUYER, the SELLER is obligated to immediately return, within no more than 7 calendar days, all amounts received from the BUYER to the BUYER's bank account.

§ 5

PAYMENT TERMS

1. The Agreement value specified in § 2 section 1 shall be paid by bank transfer to the SELLER's bank account provided on the VAT:
 - i. after order confirmation - in the amount of 40% of the remuneration specified in § 2 of the Agreement as a prepayment in the form of an advance payment to the SELLER's account specified in the VAT invoice within 10 days from the date of delivery of a correctly issued and delivered proforma invoice to the BUYER;
 - ii. in the amount of 45% of the remuneration specified in § 2 of the Agreement as a prepayment in the form of an advance payment to the SELLER's account specified in the VAT invoice after approval of the FAT tests and signing by the BUYER of the FAT protocol without comments, by transfer to the SELLER's account specified in the VAT invoice within 10 days from the date of delivery of a correctly issued and delivered proforma invoice.
 - iii. in the amount of 15% of the remuneration specified in § 2 of the Agreement after quantitative and qualitative acceptance of the Subject Matter of the Agreement and signing by the BUYER of the delivery acceptance protocol without comments, by transfer to the SELLER's account specified in the VAT invoice within 30 days from the date of delivery of a correctly issued and delivered VAT invoice.
2. Invoices shall be delivered electronically by the SELLER from the e-mail address:to the BUYER's e-mail address The BUYER agrees to receive VAT invoices in electronic form, via electronic mail (e-mail), without the need for a secure electronic signature. The Parties mutually agree that a PDF format invoice without signature shall be sufficient.
3. The SELLER declares that all payments related to this Agreement are to be made to the following bank number of the SELLER:
account number:
bank maintaining the bank account:
Bank

IBAN:

SWIFT:

4. Until the full price for the Subject Matter of the Agreement specified in §2 of the Agreement is paid, it remains the property of the SELLER. The ownership of the Subject Matter of the Agreement passes to the BUYER upon payment of the full price.
5. The Parties consider the date of debiting the BUYER's bank account as the date of payment.
6. In case of failure to pay 40% of the price within the deadline specified in § 5 section 1 subsection iii above, the SELLER may withdraw from the Agreement after setting an additional deadline for the BUYER to pay the price with a warning that in case of failure to pay within this additional deadline, it shall withdraw from the Agreement. In such case, the BUYER shall immediately release the Subject Matter of the Agreement to the SELLER (if the Subject Matter of the Agreement was in the BUYER's possession during this period). If during the period until withdrawal from the Agreement by the SELLER for reasons mentioned in this section, the BUYER has been using the Subject Matter of the Agreement, the BUYER returning the Subject Matter of the Agreement shall also be obligated to pay the SELLER compensation for each completed working week of using the Subject Matter of the Agreement in the amount of 0.5% of the price specified in § 2 of the Agreement up to a maximum of 5% of the net contract price.
7. In case the Agreement is not executed (in whole or in part) due to the Seller's fault, the Buyer shall receive a refund of amounts paid under this Agreement while retaining the right to claim contractual penalties specified in this Agreement.

§ 6

WARRANTY

1. The warranty period is 12 months from the date of commissioning the Subject Matter of the Agreement at the facility, i.e. from the date of signing the delivery acceptance protocol without remarks by the BUYER. The SELLER warrants that Subject Matter of the Agreement will be in accordance with SELLERs specifications (Appendix No 2).
2. The SELLER warrants the availability of spare parts appropriate for the Subject Matter of the Agreement throughout the life cycle of the Subject Matter of the Agreement, i.e. for a period of 10 years from the date of acceptance of the Subject Matter of the Agreement without remarks.
3. The Parties agree that the notification of defects under the granted warranty shall be made by the BUYER via e-mail to the address:, whereby in case of defect notification by e-mail, the day of sending the defect notification to the SELLER's e-mail address shall be considered as the day of defect notification. Notifications sent after 4 PM shall be treated as notifications from the following day.

§ 7

WARRANTY FOR THIRD-PARTY IP RIGHTS

1. The SELLER reserves all title to, and copyright and intellectual property rights in all documents, materials and other items furnished to the BUYER by the SELLER (e.g., offers, catalogues, price lists, quotes, plans, sketches, images, calculations, details of production and lead time, product and

service descriptions and specifications, prototypes/samples, models and other physical and/or electronic documents, information and materials). For the products and services themselves, the Seller reserves all copyright and intellectual property rights.

2. Subject to the terms of this Section 2, the SELLER warrants that the manufacture of the products and its specifications at the time of delivery are free from third-party intellectual property rights or copyright in the countries of the European Union and the United States of America. The Parties will notify each other promptly in writing if they are sued for infringement of any such rights.
3. Claims for infringement of third-party intellectual property rights or copyright are excluded if the infringement was due to (i) the use by the BUYER of the Subject of the Agreement in practice as a part of or in conjunction with any other products/devices, parts, processes or methods of the BUYER ii) instructions or requirements (regarding, inter alia, the specifications or design) laid down by the BUYER(iii) the use of the Subject of the Agreement by the BUYER in practice in a manner inconsistent with the Contract or specifications delivered by the SELLER; (iv) any unauthorized modification by the BUYER of the Subject of the Agreement; or (v) a use by the BUYER of the Subject of the Agreement after receiving notice of an (alleged) infringement or third-party intellectual property rights or copyright.
4. In the event the products are finally determined by the applicable court of law to infringe the intellectual property rights or copyright of any third party, the SELLER will, at its election and expense, modify or replace the products such that it no longer infringes third-party rights but still performs its agreed contractual function, or obtain a license enabling the BUYER to free of charge use the products. If the SELLER is unable to do either of these things within a reasonable time, the BUYER may rescind the Agreement or claim a reasonable reduction of the contract price.
5. With regard to claims for damages, the provisions of § 8 Limitation of Liability of the SELLER below shall apply.

§ 8

Limitation of Liability of the SELLER

1. The SELLER shall not be liable for damages caused by the SELLER itself or by a vicarious agent/subcontractor of the SELLER, unless (i) the SELLER acts intentionally (including fraudulent concealment of a defect) or (ii) with gross negligence or (iii) the SELLER is subject to statutory liability regardless of fault.
2. Except for the cases of the above paragraphs 8.1 (i) and 8.1 (iii), the SELLER shall in no event be liable for indirect damages (e.g. loss of use, loss of production or loss of profit). For direct damages the Seller is liable up to the amount of the total net purchase price specified in paragraph 2 of the Agreement.
3. If the SELLER's liability is excluded or limited under the preceding paragraphs, this exclusion or limitation also applies to the personal liability of the SELLER's directors, officers, executives, other legal representatives and employees (without this establishing or implying any personal liability beyond these exclusions).

§ 9

CONTACT

1. The Parties designate the following persons responsible for ongoing execution of the Agreement and correspondence addresses:
 - **SELLER:**, phone number:, e-mail address:,
correspondence address:
 - **BUYER:**, phone number:, e-mail address:,
correspondence address:
2. The Parties declare that except for cases explicitly specified in the Agreement requiring written form, the exchange of correspondence regarding the execution of this Agreement may take place in documentary form, i.e. via electronic mail, to the e-mail addresses indicated in the Agreement.

§ 10

DISPUTES

(To be determined after selection of the Bidder)

§ 11

FINAL PROVISIONS

1. The Agreement enters into force on the day of its signing by the last Party.
2. Any changes or additions to this Agreement require, under pain of nullity, written annexes to the Agreement.
3. This Agreement supersedes all previous arrangements between the Parties and constitutes the only binding document regulating the Subject Matter of the Agreement. The Parties have the right to claim supplementary compensation exceeding the amount of contractual penalties up to the amount of actual loss suffered under the principles provided for in the Civil Code.
4. Each Party undertakes to fulfil on its own the obligations imposed on personal data controllers by law, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 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 (OJ EU L 119, p. 1), hereinafter referred to as "**GDPR**".

Each Party declares that it has implemented appropriate technical and organisational measures in its enterprise necessary for processing personal data in accordance with GDPR requirements and ensuring adequate protection of rights and freedoms of data subjects.

The Parties agree that in order to fulfil the information obligation specified by the provisions of the GDPR regulation, the Parties shall inform their Agreement signatories and employees (regardless of the basis of employment) about the processing of their personal data by the other Party in connection with the implementation of the Agreement.

The Parties undertake to keep confidential all personal data, secure and use them only for purposes related to the implementation of the subject matter of the Agreement, during its term, as well as after its termination, dissolution or expiration.

Balton sp. z o.o.'s information clause on personal data processing constitutes **Appendix No 4** to the Agreement.

5. The Parties mutually agree that in the event that any provision of the Agreement proves invalid or ineffective by law, this does not mean the invalidity/ineffectiveness of the entire Agreement. In such case, the Parties shall, through mutual arrangements, replace the invalid or ineffective provision with others that most fully reflect the Parties' mutual intent.
6. This Agreement has been drawn up in two identical copies, one for each party.
7. The following appendices constitute an integral part of this Agreement:
 - Appendix No 1 – Offer dated
 - Appendix No 2 – URS
 - Appendix No 3 – FAT/SAT Protocol (Delivery acceptance protocol part of FAT document)
 - Appendix No 4 – Balton sp. z o.o. information on personal data processing.

On behalf of the Seller:

On behalf of the Buyer:

Date: _____

President of the Management Board
Date: _____

Appendix No 1 to the Sales Agreement

Appendix No 2 to the Sales Agreement

URS

Appendix No 3 to the Sales Agreement

FAT/SAT Protocol (Delivery acceptance protocol part of FAT document)

Appendix No 4 to the Sales Agreement

Personal Data Protection under the General Data Protection Regulation (GDPR) at Balton sp. z o.o.

In compliance with the legal obligation outlined in Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L 119/1 of 4 May 2016), hereinafter referred to as "GDPR," Balton sp. z o. o., hereinafter referred to as the "Company," informs that it collects and uses personal data, including information about the Company's business partners, to conduct its activities.

1. Data Controller

The data controller is Balton sp. z o. o., located at ul. Nowy Świat 7/14, 00-496 Warsaw, Poland.

2. Data Protection Officer

The Company has appointed a Data Protection Officer (DPO). You can contact the DPO via email at: iod.balton@dpag.pl.

3. Types of Personal Data

In connection with cooperation between business partners and the Company, the Company processes personal data provided by them, such as:

- a) name, surname, business name, business address, and correspondence address(es),
- b) numbers from relevant registers (e.g., NIP or REGON numbers)
- c) identification number,
- d) contact details, including email address and/or phone number and/or fax number,
- e) position held within the business partner's organization,
- f) bank account number.

Providing the above-mentioned data is optional but necessary for the purposes of contractual relations and cooperation between the business partner and the Company. Refusal to provide data will result in the Company being unable to fulfill contractual provisions (e.g., refusal to provide data may prevent invoice issuance).

Data from Other Sources: Your personal data may be obtained from publicly available sources such as business registers to verify the information provided by business partners. In such cases, the scope of processed data will be limited to data available in these public registers. We may also obtain personal data from entities where you are employed or that you represent. In such cases, the data processed will include information necessary for contract execution between the Company and the entity, such as information about employment termination, changes to contact information, or changes in position.

4. Legal Basis for Processing Personal Data

The Company processes personal data only when:

- a) processing is necessary for the conclusion and performance of contracts with business partners and/or (Article 6(1)(b) or (f) GDPR);
- b) processing is necessary to fulfill legal obligations incumbent on the Company, such as issuing invoices or

other documents required by law and/or (Article 6(1)(c) GDPR);

c) processing is required by law (e.g., at the request of competent authorities or courts) and/or (Article 6(1)(c) GDPR);

d) processing is necessary to pursue the Company's or a third party's legitimate interests (Article 6(1)(f) GDPR).

Legitimate interests of the Company include:

- concluding and performing contracts with business partners,
- establishing or pursuing civil claims and defending against such claims,
- verifying business partners in public registers,
- maintaining contact with business partners, including managing internal records of business partners.

5. Purposes and Periods of Data Processing

Personal data will be processed solely for the period necessary to achieve the purposes of processing and to comply with applicable legal regulations, such as the Accounting Act and the Tax Ordinance Act:

- a) Fulfilling contractual obligations – For the duration of the contract between the business partner and the Company.
- b) Archiving data based on applicable laws – For the period specified in relevant laws, generally six years from the end of the calendar year in which, for example, an invoice was issued or a contract terminated.

Personal data may also be processed by the Company to establish or pursue civil claims or to defend against such claims, for the relevant limitation periods.

6. Transfer of Personal Data

Personal data may be transferred to recipients or other legal entities for the purposes mentioned in section 5, to the extent necessary to perform tasks commissioned by the Company or as required by applicable law. Data recipients may include:

- a) entities processing data on behalf of the Company, such as IT system providers, IT service providers, document archiving service providers, and other entities performing tasks for the Company related to ensuring business continuity. Such entities process personal data only to the extent necessary for the Company's operations, and the Company supervises their actions through appropriate contractual provisions safeguarding personal data; and/or
- b) state authorities, law enforcement agencies (Police, Prosecutor's Office, Court), or local government authorities in connection with ongoing proceedings; and/or
- c) postal or courier service providers.

7. Transfer of Personal Data Outside the European Economic Area

Personal data may be transferred to third countries or international organizations that ensure an adequate level of personal data protection, in accordance with Chapter V of the GDPR, for the purposes and to the extent specified therein.

8. Rights of Business Partners

You have the right to access your personal data, request its correction, deletion, or restriction of processing, or object to its processing. To exercise these rights, please contact the Company's Data Protection Officer by emailing iod.balton@dpag.pl or sending a letter to the Company's address: Balton Sp. z o.o., ul. Nowy Świat 7/14, 00-496 Warsaw, Poland, with the annotation "Personal Data Protection."

Requests, demands, or objections will be reviewed by the Company in accordance with applicable personal data protection regulations. In response to your request, the Company may verify your identity or request additional information. You also have the right to lodge a complaint with the competent data protection authority.