

General Terms and Conditions of Sales and Delivery

Valid from: 1 January 2018

These General Terms and Conditions of Sales and Delivery (hereinafter referred to as the "GTSD") shall apply to the commercial cooperation between Polgast Sp. z o.o. with the registered office in Wieleń (hereinafter referred to as "Polgast") and a business operator purchasing from Polgast (hereinafter referred to as the "Business Operator").

§1. Terms and conditions of commercial cooperation

- 1.1. The General Terms and Conditions of Sales and Delivery define the rules for entering into sales agreements and agreements for delivery of goods offered by Polgast with natural persons being business operators, legal entities and unincorporated organisational units, hereinafter collectively referred to as the "Business Operator").
- 1.2. The General Terms and Conditions of Sales and Delivery shall be an integral part of all the sales agreements and delivery agreements entered into between Polgast and Business Operators throughout the duration of their commercial cooperation; however, if the Parties have set out their respective rights and obligations in the form of a separate written agreement, the provisions of such written agreement shall prevail, whereas the provisions of these GTSD shall apply only within the scope not regulated in the agreement.
- 1.3. The General Terms and Conditions of Sales and Delivery shall be communicated to the Business Operator upon the first delivery. The currently valid version of the GTSD shall be available on the following website: www.polgast.com.pl. The acceptance of the GTSD by the Business Operator in respect of one order shall be considered an acceptance thereof in relation to any other orders and both sales and delivery agreements.
- 1.4. Polgast reserves the right to make modifications to the GTSD.

§2. Information about goods

- 2.1. Any technical and product information regarding the range of products offered by Polgast is included in the current product catalogue of Polgast, published on the following website: www.polgast.com.pl.
- 2.2. Polgast shall provide any attestations, certificates and declarations, held by them, at the request of the Business Operator or publish them as publicly available documents on the following website: www.polgast.com.pl.
- 2.3. Polgast shall deliver goods in accordance with the Business Operator's order and shall not be responsible for their further use.
- 2.4. Any publications, advertisements and catalogues regarding the range of products offered by Polgast serve information purposes only and do not constitute a commercial offer within the meaning of the Civil Code.
- 2.5. Any models, samples and visualisations presented by Polgast in the catalogue and marketing materials are for illustrative purposes only. Actual products may differ from the aforementioned models, samples and visualisations.

§3. Price

- 3.1. Prices of products offered by Polgast are provided in the currently valid product catalogue published on the following website: www.polgast.com.pl. Polgast reserves the right to change prices of their products at any time. For the purpose of settlements between the Parties, the prices of goods valid at Polgast on the order placement date shall apply, provided that the goods ordered are accepted on the date set by Polgast. Otherwise, the prices published by Polgast on the date of the actual acceptance of the goods shall apply.

- 3.2. The price shall be increased by VAT at the currently prevailing rate.
- 3.3. The costs of delivery of goods to any place named by the Business Operator and the costs of any other extra services shall be agreed on a case-by-case basis upon the order placement. If no such arrangements are made, goods shall be considered accepted at the premises of Polgast and the price of such goods delivered by Polgast shall be increased by the costs of transport.
- 3.4. Any other costs that may arise during the order execution shall be charged to the Business Operator, unless the Parties decide otherwise.
- 3.5. The Business Operator shall pay for goods in the form of an advance payment, based on a pro-forma invoice.
- 3.6. Any terms other than the aforementioned payment terms, as well as any discounts, deductions and other arrangements concerning trade terms shall require such arrangements to be made in writing, at least in the form of an email, between Polgast and the Business Operator.

§4. Payments terms

- 4.1. Polgast shall have the right to request payment of the price specified on the VAT invoice upon sending the goods ordered. The date of crediting the amount due in full to the Polgast's bank account specified on the VAT invoice shall be considered the payment date.
- 4.2. Any receivables of the Business Operator from Polgast may be set off only subject to written consent of Polgast or else such set-off shall be considered invalid.
- 4.3. Should the payment of just one invoice be delayed, Polgast reserves the right to consider all the receivables immediately due and payable.
- 4.4. Should the Business Operator fail to fulfil their obligations towards Polgast, in particular has arrears against Polgast, Polgast shall have the right to refrain from making deliveries until the Business Operator settles all their payment obligations. The suspension of deliveries by Polgast shall have no effect of delay or default.
- 4.5. If an advance payment or a security is not made upon the expiry of a 7-day period, Polgast may withdraw from the agreement with immediate effect with respect to the performances not yet completed. In such a situation, the withdrawal from the agreement shall result in the expiry of all the Business Operator's claims with respect to any deliveries not yet completed.
- 4.6. The filing of warranty claims or complaints or any other claims shall not release the Business Operator from the obligation to pay in a timely manner all the amounts due resulting from the already issued VAT invoices.

§5. Order

- 5.1. The Business Operator shall provide the following details upon placing the order:
 - product code according to the valid Polgast catalogue and dimensions,
 - quantity,
 - delivery place,
 - details of the consignee if different than the Business Operator.
- 5.2. The order shall be placed by the Business Operator in writing only, i.e. directly at the registered office of Polgast or by email.
- 5.3. The ordered goods shall be delivered to the delivery address specified in the order, and if no delivery order is specified in the order – to the address of the Business Operator.
- 5.4. Polgast shall promptly confirm the order placed by the Business Operator,

either in writing or by email. While confirming the order, Polgast shall provide the Business Operator with a possible date of order execution. The failure of Polgast to confirm the order shall be tantamount to its non-acceptance for execution.

- 5.5. The order placed by the Business Operator cannot be cancelled without written consent of Polgast. Should the order be cancelled in full or in part, the Business Operator shall reimburse all the costs incurred by Polgast in connection with the execution of such order.

§6. Delivery, delivery date

- 6.1. The delivery dates provided by Polgast in the order confirmation shall be indicative and approximate. The date shall be considered final only if it is possible to meet this deadline, and in particular, if there is no occurrence of force majeure event or any other event beyond the control of Polgast. In the case of non-delivery by the agreed deadline, Polgast shall deliver the goods at the earliest possible date.
- 6.2. The delivery of goods before the date confirmed in the order shall be understood as delivery on time.
- 6.3. In the case of delivery of goods to the Business Operator, such delivery shall be considered completed upon actual delivery to the agreed destination place whereas in the case of collection of goods by the Business Operator it shall be considered completed upon acceptance of such goods.
- 6.4. Polgast shall notify the Business Operator or the final consignee about the planned delivery no later than 12 (twelve) hours before the planned delivery.
- 6.5. The Business Operator shall accept the goods on the dates referred to in Sections 6.1 and 6.2. In the case of delay in acceptance, the Business Operator may be charged with the costs of repeated transport and storage, without prejudice to any other rights Polgast may have. On account of the resultant costs, Polgast may issue a separate VAT invoice to the Business Operator.
- 6.6. The failure of Polgast to meet the agreed delivery deadline authorises the Business Operator to withdraw from the agreement only if Polgast, despite setting an extra deadline in writing, still fails to make such delivery. The withdrawal from the agreement by the Business Operator shall be effected in writing within 7 (seven) days from the day following the ineffective expiry of the extra delivery deadline. Regardless of the withdrawal from the agreement by the Business Operator, the Business Operator shall be obliged to pay remuneration to Polgast for the part of the order already completed.
- 6.7. If in the course of the executed order it turns out that the order execution requires a partial acceptance of any goods or services, the Business Operator shall accept individual goods as they are provided, against payment of the relevant part of the remuneration. Each partial delivery shall constitute a separate transaction that may be separately invoiced by Polgast.

§7. Warranty, statutory warranty, complaints

- 7.1. The warranty of Polgast shall cover the full value in use of goods, determined based on the product catalogue and technical specification of Polgast, correct operation of any elements and components, absence of defects, completeness as well as compliance of Polgast products with the standards required by Polish law. Polgast shall be liable for the compliance of the products with the accepted order.
- 7.2. The Parties shall exclude Polgast's statutory warranty in respect of any goods sold by Polgast; however, exceptions from this rule shall be possible where explicitly granted by Polgast.
- 7.3. The warranty shall not cover any products with mechanical, chemical or other damages arisen through no fault of Polgast, in particular caused during transit or unloading, caused by improper use, resulting from natural wear and tear during operation, etc. The warranty shall not cover any damage to furniture resulting from the use, cleaning and maintenance not complying with the recommendations of Polgast, as well as any discolouration or residues resulting from normal wear and tear. The warranty shall not cover any wearing parts, such as seals, light bulbs, etc.
- 7.4. Polgast shall give warranty for the following periods, calculated from

the date of purchase of goods by the Business Operator:

- for elements of Polgast products made of AISI 304 grade steel – 24 months,
- for any other products in the range – 12 months,
- for components not being Polgast products (in particular wheels/casters, guides, rollers, feet, locks) – 6 months.

- 7.5. Polgast shall make warranty repairs of any products manufactured by them at their registered office within 14 days from their delivery to Polgast. The costs of delivery of such products to Polgast shall be paid by the Business Operator. Any goods returned under warranty or complaint procedure shall be delivered in a manner ensuring their protection against mechanical damage during transport.
- 7.6. Polgast may make individual arrangements with respect to carrying out warranty repairs according to other rules than those specified in Section 7.5., including their completion by the Business Operator. In such a case, Polgast shall agree the rules for the settlement of repair costs with the Business Operator on a case-by-case basis, and the Operator shall be responsible for the quality and correctness of the warranty repair made.
- 7.7. The repairs carried out pursuant to Section 7.6 may be made in particular in the case of replacement of components not being Polgast products, which can be disassembled and assembled by the Business Operator or the final user. In such a case, the Business Operator or the final user shall send the defective component and Polgast shall deliver it back, either repaired or replaced with a new one. The components to which the foregoing provision applies shall include in particular wheels/casters, guides, rollers, feet, locks, electrical components.
- 7.8. The Parties shall cooperate for the purpose of both warranty and complaint procedures, in particular they shall provide access to any objects subject to the procedure in order to determine whether such claim is justified, and they shall submit all the documents and information relevant to the procedure and enable the implementation of the chosen method of compensation for the complaint case.
- 7.9. In the case of physical defects that cannot be detected upon acceptance or are detected at a later date during the warranty period the Business Operator shall file a warranty claim within 7 days from the defect detection date. A warranty claim shall be examined within 14 days from its receipt. Polgast reserves the right to extend the time limit for claim examination if the meeting of the 14-day deadline is not possible for reasons beyond the control of Polgast.
- 7.10. The Business Operator shall file a warranty claim with Polgast in writing or by email, along with a brief description of the defect and a number of the invoice for the purchase of the goods or Polgast order number.
- 7.11. If a warranty claim or any other complaint is deemed unjustified the costs of the procedure, including in particular the costs of an expert opinion, if any, and the costs of transport of goods shall be charged to the Business Operator. The costs may be invoiced on a separate VAT invoice issued by Polgast.
- 7.12. If a warranty claim or any other complaint is dismissed Polgast shall notify such fact to the Business Operator in writing or by email, giving also a reason for the dismissal.
- 7.13. If a warranty claim or any other complaint is dismissed the Business Operator shall collect the goods from Polgast at their own expense, within 14 days from the date of receipt of the notification about non-acceptance of the complaint. Upon the expiry of 14 days Polgast shall be entitled to send the goods to the address of the Business Operator, at the expense and risk of the Business Operator, to which the Business Operator hereby consents.
- 7.14. The filing of a complaint or the exercise of any warranty rights shall not release the Business Operator from the obligation to pay in a timely manner the price or remuneration to Polgast.

§ 8. In-transit damages to goods

- 8.1. The risk related to the delivery of goods and the risk of accidental loss or damage shall pass to the Business Operator upon their transfer to the Business Operator, subject to the provisions of the following sections.
- 8.2. If the Business Operator collects goods using their own means of transport, on their own request or the goods are shipped via an entity dealing

with professional transport and delivery of goods, the risk related to delivery and the risk of accidental loss or damage shall pass to the Business Operator upon release of the goods to a courier or a carrier. In such a situation, the liability of Polgast for damages in transit or quantity shortages shall be excluded.

- 8.3. If goods are transported with the use of Polgast's means of transport (Polgast's own transport), Polgast shall be liable for damages in transit or any quantity shortages.
- 8.4. Upon acceptance of goods by a driver, carrier, courier or directly from Polgast (depending on the moment of passing of the risk referred to in the preceding sections), the Business Operator shall be obliged to carry out both quantity and quality inspection of the goods, and should any shortages, defects or damages be detected, the Business Operator shall make a relevant annotation on the delivery or shipping documents (delivery note, bill of lading, etc.) and, additionally, directly notify Polgast by email within 24 hours from the acceptance. If no annotation and notification (both), referred to in the preceding sentence, is made, the Business Operator shall lose their warranty rights and the right to file a complaint.
- 8.5. Irrespective of the delivery method, the liability of Polgast for any quantity shortages after passing of risk to the Business Operator shall be excluded.
- 8.6. Any damage to goods, such as dents, scratches, breaking, occurring during transport of such goods to the Business Operator, as well as quantity shortages shall not be covered by the warranty and shall be subject to complaint procedure, depending on the circumstances referred to in Sections 8.1. – 8.5. above.

§ 9. Return of goods

- 9.1. Returned goods shall be accepted subject to written consent of Polgast.
- 9.2. Returned goods shall be accepted only on the basis of a relevant, approved return document provided by Polgast.
- 9.3. Returned goods shall be accepted as long as they are undamaged and unused.
- 9.4. In any case, custom-made products, i.e. not included in the currently valid product catalogue of Polgast, shall not be returnable. The same shall apply to any products with dimensions not included in the currently valid catalogue of Polgast.

§10. Damages

- 10.1. Business Operator's claims for damages with regard to their order execution and related to defects shall be excluded unless such defects result from wilful misconduct of Polgast.

- 10.2. Polgast products must be used in accordance with their intended use and cannot be modified by the user.
- 10.3. Any non-compliance with Section 10.2 shall exclude the liability of Polgast.
- 10.4. In any scope, the liability of Polgast shall be limited to the value of the goods ordered. In particular, any claims for damages regarding both actual damage and loss of profit shall be excluded.

§ 11. Governing law, jurisdiction

- 11.1. Any legal relations with the Business Operator shall be governed by the laws of Poland.
- 11.2. Any disputes that may directly or indirectly arise from these provisions shall be resolved by locally and materially competent Polish courts, having jurisdiction over the registered office of Polgast.

§ 12. Other provisions

- 12.1. No assignment to third parties of the rights under any agreement concluded with Polgast or order placed shall be permitted without written consent of Polgast.
- 12.2. Polgast reserves the ownership of the goods until such time as their price has been paid in full, unless the provisions of a given agreement stipulate otherwise.
- 12.3. If any of the provisions of these GTSD is deemed legally invalid, the other provisions hereof and the orders executed hereunder shall remain valid. The Parties shall agree on a new provision effectively replacing the invalid one, where such new provision shall reflect the objectives and intent of the original provision to the fullest extent possible.
- 12.4. By accepting these GTSD, the Business Operator consents to the processing by Polgast or any entity acting on their behalf of any personal data voluntarily provided by them in connection with the implementation of any agreement for the sale of goods offered by Polgast and for aftersales (service) or marketing purposes connected with the conducted business activities.
- 12.5. The Business Operator shall exercise all the rights under the provisions of the Act of 29 August 1997 on Personal Data Protection (Journal of Laws of 2002 No. 101 item 926, as amended), in particular the right to get access to their own personal data.
- 12.6. In the case of any issues not regulated by the provisions of these GTSD, provisions of the Civil Code and other relevant provisions of Polish law shall apply accordingly, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980 (only the "Vienna Convention").