

GENERAL TERMS AND CONDITIONS OF SALE

The **General Terms and Conditions of Sale**, hereinafter referred to as: "GTCS", govern the rules of sale of goods by **STEGO POLSKA Sp. z o.o.** (hereinafter referred to as the "Seller") to other business entities.

The GTCS are an integral part of contracts, offers and order confirmations, and are binding upon both contractual parties unless they expressly agree otherwise in writing. General terms and conditions of Buyer's contracts may be applied only to the extent that they do not contradict the provisions of these GTCS.

1.0. Conclusion of the Contract

- 1.1. Unless otherwise stated in the offer, the offer made by the Seller is valid for a period of 2 weeks from the time it is sent to the Buyer.
- 1.2. A contract shall be concluded when the Parties expressly agree on all its elements and the Seller confirms acceptance of the order.
- 1.3. Any arrangements between the Parties shall be made in the written form in order to be valid. Written form also means electronic correspondence.
- 1.4. The contract may be also concluded upon signing the contract document by both Parties in cases other than those described in item 1.2.

2.0 Implementation of the Contract

- 2.1. The Parties are obliged to cooperate during the implementation of the contract. The Buyer shall be responsible for the consequences of providing incorrect or incomplete technical data in the order.
- 2.2. Any documents, such as illustrations, drawings, specified dimensions and weights which form the basis for the price offer or order confirmation shall generally be understood as containing approximate values, if they have not been explicitly indicated as binding by the Seller.
- 2.3. The agreed term of the order shall run from the date of order confirmation by the Seller or from the date of conclusion of the contract referred to in item 1.4.
- 2.4. The Seller shall be entitled to postpone the order completion date in case of occurrence of circumstances for which it is not responsible.
- 2.5. The order completion date shall be deemed to have been met if by that date the goods have left the Seller's plant or the Seller has declared its readiness to release the goods at the Seller's warehouse. This moment shall be considered to be the moment of delivery of the goods to the Buyer and assumption of all risks related to the goods by the Buyer, which shall be confirmed by the Seller by issuing a Stock Issue Confirmation (Export Specification Document).
- 2.6. At the Buyer's request, the Seller may order the delivery of goods to the Buyer's site or to any other place indicated by it at the Buyer's risk.
- 2.7. Any signs of damage or breakage of the shipment should be indicated by the Buyer in a shipping list and a report drawn up in accordance with the requirements of the transport law, and confirmed by the carrier. If any such signs are found, the Buyer is obliged, upon receipt of the shipment, to determine whether the shipment corresponds to the order in terms of quantity and whether the shipped goods are not damaged. Any defects or damage should be indicated in the shipping list (report), with an appropriate note made by the carrier; otherwise the right to request repair or replacement shall be lost.
- 2.8. Quantitative complaints and complaints for damage to goods in transport found after the receipt of the shipment may be reported only if the received shipment did not bear any signs of external damage. The complaint must be made in writing no later than 3 days after the receipt of goods. Copy of the shipping list or Stock Issue Confirmation (Export Specification Document) and sales invoice and all other documents issued in connection with the sale of goods should be attached to the complaint.
- 2.9. The collection and unloading costs shall be borne by the Buyer.
- 2.10. The Buyer is obliged to pay for the goods in accordance with the provisions of the contract. Until full payment is made, the goods remain the property of the Seller.
- 2.11. If the Buyer fails to make payment in accordance with the contract, the Seller may initiate debt collection proceedings or withdraw from the contract in accordance with item 6.3.d) and require the Buyer to return the goods for which it has not paid. In the event of initiating debt collection proceedings, the Seller may claim from the Buyer the costs incurred on this account.
The Seller may also demand compensation if the goods are worn out or damaged, in particular if the value of the goods received by the Seller from the Buyer is lower than the price the Buyer should pay for the goods received.
- 2.12. In the event of any payment arrears on the part of the Buyer, the Seller is entitled to withhold the execution of all orders until the Buyer has paid the overdue liabilities, regardless of the fact that the Seller has already confirmed the acceptance of an order.

3.0 Price and Terms of Payment

- 3.1. Price and payment terms are specified in the order confirmation or the previously submitted Seller's offer. If the order confirmation or previously submitted Seller's offer does not include a payment deadline, it shall be 7 days from the invoice date.
- 3.2. If the offer or confirmation provides for an advance payment or earnest money for the Seller, the amount already paid by the Buyer shall be included in the price. In case of termination or withdrawal from the contract by either of the Parties, an advance payment shall be refundable at its nominal value, and in case of earnest money, the generally applicable regulations shall apply (Article 394 of the Polish Civil Code).
- 3.3. In case of delay in payment of the advance/earnest money, the Seller shall have the right to postpone the delivery of goods until the receipt of the advance payment/earnest money has been confirmed by the Seller's bank.
- 3.4. The Seller declares that it is a VAT taxpayer, registered under the Taxpayer Identification Number (NIP): 577-188-71-04 and VAT EU number: PL5771887104 assigned to it for the purpose of intra-Community transactions.
- 3.5. The Buyer undertakes to:
 - a) provide the Seller with its data necessary to issue a VAT invoice in accordance with the applicable law;
 - b) pay the price increased by the VAT amount at the applicable rate.
- 3.6. In case of delay in payment for the goods, the Buyer shall be charged interest at the amount provided for by the law.
- 3.7. Submission of a complaint does not entitle the Buyer to withhold payment of the price for the goods or part thereof.
- 3.8. If gross price is specified in the contract, it will be subject to changes according to the adjustments of VAT rate.

4.0 Guarantee

- 4.1. The Seller guarantees that the goods are of good quality, properly designed and made with the use of appropriate materials.
- 4.2. The Seller shall provide the Buyer with a 12-month guarantee applicable from the date of delivery or collection of the goods or - in the absence of timely collection of goods by the Buyer - from the moment of placing the goods at the Buyer's disposal.
- 4.3. As part of the guarantee, the Seller shall be only obliged - at its own discretion - to remove at its own expense and at its own discretion physical defects of the goods, or deliver the goods free from defects, if such defects are revealed during the guarantee period and arise from causes inherent to the sold goods or are a consequence of faulty workmanship or use of defective materials.
- 4.4. Immediately after finding a defect of the goods, the Buyer shall notify the Seller thereof in writing no later than within 7 days; otherwise the guarantee rights shall be lost. At the same time, the Buyer shall deliver the defective goods - at its own cost and risk - to the place of repair indicated by the Seller, unless the Seller undertakes to remove the defect at the place where the Buyer uses the goods.
- 4.5. In connection with granting the guarantee, both Parties exclude the Buyer's rights under the statutory warranty.
- 4.6. The Buyer shall lose its guarantee rights in case of making any repairs or modifications in the delivered goods, failing to notify the Seller thereof and obtaining its written consent thereto.
- 4.7. The guarantee does not cover defects, faults and damage resulting from normal wear and tear, random accidents, mechanical damage, improper operation or maintenance, unauthorised repairs or alterations and structural changes made by the Buyer or on its behalf.

5.0 Liability

- 5.1. In the event of withdrawal from the contract or part thereof, the Buyer shall pay the Seller a contractual penalty amounting to 15% of the value of those goods and services to which the withdrawal relates.

- 5.2. If the paid contractual penalties do not cover the damage resulting from the events for which the penalties were calculated, the Seller is entitled to receive additional compensation on general terms.
- 5.3. The Seller's liability for damages for non-performance or improper performance of the contract is limited to the net value of contractual remuneration.
- 5.4. Under no circumstances shall the Seller's liability for non-performance or improper performance of the contract include any consequential or indirect damage or lost profit.
- 5.5. The Seller shall only be liable for death, personal injury or damage to the property of a third party if it occurs as a result of circumstances for which the Seller is responsible and when the Buyer enables the Seller to defend itself against a claim on this ground.
- 6.0. Suspension of the Contract, Termination of the Contract, Request for Return of Goods**
- 6.1. If the accomplishment of payment by the Buyer is doubtful due to its financial condition, the Seller may suspend the performance of the contract until the Buyer has made a full prepayment for the goods/service or has presented a security accepted by the Seller.
- 6.2. The Parties may terminate the contract at any time by mutual consent.
- 6.3. The Seller may withdraw from the contract with immediate effect without setting an additional deadline in the following circumstances:
- failure to pay an advance payment, if any;
 - failure by the Buyer to provide the data necessary to perform the contract;
 - failure to collect the goods within 14 days of the indicated date of collection;
 - delay - exceeding 14 days - in payment for goods subject to the contract or for goods delivered earlier under another contract between the same Parties.
- 6.4. If the Seller withdraws from the contract in the cases specified in section 6.3, it shall be entitled to claim reimbursement of the costs incurred in connection with the performance of the contract it withdraws from and losses incurred as a result of withdrawal.
- 6.5. In case of arrears in payment for the goods, the Seller may request the return of goods in respect of which it has reserved the right of ownership pursuant to item 2.10. Such a return shall be made at the expense and risk of the Buyer.
- 7.0. Force majeure**
- 7.1. The Parties shall not be liable for failure to perform or improper performance of provisions of the contract due to force majeure. The Party affected by such circumstances shall immediately notify the other Party in writing of their occurrence and reasons therefor and shall make every effort to provide evidence for their presence to the other Party without delay.
- 7.2. For the purposes of the contract, force majeure shall mean a sudden and unforeseeable event beyond the control of the Party, occurring after the conclusion of the contract and making it impossible for the Party to perform its obligations under the contract, which did not occur due to the Party's fault or lack of due diligence. Such events may include in particular: natural disasters, wars, revolutions, epidemics, announced general strikes in the related sectors of economic activity, roadblocks, decisions issued by the government authorities and public administration.
- 7.3. As a result of a force majeure event, deadlines for the execution of subject-matter of the contract shall be extended by the duration of the force majeure and the period necessary to resume works suspended due to the occurrence of force majeure circumstances.
- 7.4. If the circumstances of force majeure last longer than 30 days, the Seller shall have the right to terminate the contract with an immediate effect.
- 7.5. In the event of termination of the contract as a result of force majeure lasting more than 30 days or continuation of the contract after the cessation of force majeure, the Seller shall have the right to recover additional costs incurred in connection with the occurrence of force majeure, if it occurred on the part of the Buyer.
- 8.0. Confidentiality of Information**
- 8.1. Any confidential information, i.e. technical, commercial, financial, cost-related information provided in connection with the performance of the contract in written form or on an electronic medium may not be communicated to any third party, published or disclosed in any other way during the term of the contract and for the period of 10 years after expiry or termination thereof.
- 8.2. Each Party shall have the right to make the information available to its subcontractors, representatives or other persons and entities only after obtaining prior written consent of the other Party and for the purposes related to the implementation of the contract.
- 8.3. Except for the cases described above, confidential information may be disclosed only by an order of a court or other competent government authority, if it is required by law, provided that the other Party is notified thereof in writing in advance and that all reasonable efforts are made to safeguard the confidential information in connection with such a disclosure;
- 8.4. Information available to the public is not subject to the obligation of confidentiality.
- 9.0. Amendment to the Rules**
- Any changes in the legal status shall entitle the Seller to make price adjustments and changes in the terms and conditions of the contract, in particular to change the date of delivery of the subject-matter of the contract or the VAT rate, if such changes affect the performance of Contract.
- 10.0. Change of Delivery Date and Price**
- Delivery dates as well as prices of goods or goods and services provided by the Seller under the contract in relation to those specified in the Seller's offer may be changed in the event of their run-out in the Seller's warehouse.
- 11.0. Document Exclusivity Clause**
- The contract together with these GTCS constitutes the entire agreement between the Parties within the scope of its subject-matter and supersedes all prior declarations, offers, agreements and arrangements concluded between the Parties both orally and in writing.
- 12.0. Severability Clause**
- The Parties undertake that if any part of the contract is found to be invalid or otherwise legally defective, the remainder thereof shall remain in force. This applies in particular to provisions on the limitation of the Parties' liability and on contractual penalties. Where any provisions have been found to be invalid or unenforceable, the Parties will enter into negotiations in good faith with a view to replacing such provisions, wherever possible, with alternative provisions that are valid and enforceable, and reflect the original intentions of the Parties.
- 13.0. Governing Law and Settlement of Disputes**
- 13.1. The contract shall be interpreted and performed in accordance with the laws of the Republic of Poland.
- 13.2. Any disputes or claims arising between the Parties in connection with the content or performance of the contract, which the Parties have not been able to resolve by way of mutual agreement within 14 days of the occurrence of such a dispute, shall be resolved by a common court having jurisdiction over the Seller's registered office.
- 14.0. Final Provisions**
- 14.1. If there are any discrepancies between these GTCS and the content of the Seller's offer or order confirmation - the following order of precedence shall apply: terms and conditions specified in the order confirmation, then terms and conditions of the offer, and finally terms and conditions specified in these GTCS.
- 14.2. Any changes and additions in relation to the content of the offer, order confirmation and these GTCS must be made in writing - otherwise they are null and void.
- 14.3. These Terms and Conditions exclude the application of any other terms and conditions (model contracts) recognised, issued or applied by the Buyer (defensive clause).
- 14.4. The transfer of rights and obligations under the contract to a third party requires the prior written consent of the Seller. Deduction of the amount due requires such consent as well.
- 14.5. In matters not covered by the provisions of these GTCS or the contract concluded by the parties, the relevant provisions of the Polish Civil Code shall apply.
- 14.6. These GTCS shall apply from 09/06/2020 until revoked or amended and replace all other General Terms and Conditions applicable before that date.