

**GENERAL TERMS AND CONDITIONS OF SALE (GTCS)
FOR AGREEMENTS CONCLUDED WITH BUSINESSES
with effect from 01 February 2021**

I. DEFINITIONS

The terms used in these GTCS shall have the following meaning:

- (1) **GTCS** these general terms and conditions of sale;
- (2) **MADEJSKI** a company operating under the name of: Madejski spółka komandytowa seated in Kraków, address: 31-752 Kraków, ul. Makuszyńskiego 28, registered by the District Court for Kraków-Śródmieście in Kraków, Commercial Department No. 11 of the National Court Register under number: KRS 0000941265, REGON 350828050, NIP 6781010745;
- (3) **Purchaser** an entity (a legal person, a natural person, or an organizational entity having no legal personality) that, within their economic activity, placed an order or purchased Goods from MADEJSKI;
- (4) **Goods** goods, products, and services offered by MADEJSKI;
- (5) **Parties** MADEJSKI and the Purchaser;
- (6) **Agreement** an agreement concluded by the Parties the subject matter of which is sale of Goods by MADEJSKI to the Purchaser.

II. GENERAL PROVISIONS

1. GTCS shall not apply to persons who are consumers in the meaning of art. 22¹ of the Civil Code, *i.e.* to natural persons who conclude an agreement for purposes not relating directly with their commercial or professional activity.
2. GTCS shall apply to every Agreement the subject of which are the Goods sold by MADEJSKI.
3. GTCS are available on the MADEJSKI's website www.madejski.com.pl and www.grafenprofessional.eu and constitute an integral part of each Agreement.
4. Prior to placing an order, the Purchaser is obligated to read GTCS. Placing an order by the Purchaser is tantamount with his acceptance of all GTCS with no changes or reservations whatsoever. MADEJSKI does not express consent nor does it accept any general terms of purchase, purchase templates, or other documents of a similar nature that change or modify these GTCS.
5. To be valid, all deviations from the provisions of GTCS, in particular exclusions, limitations, or amendments of GTCS, require MADEJSKI's prior written or documented consent.
6. If the Purchaser has continuous relations with MADEJSKI, his acceptance of GTCS at one of the Agreements shall be deemed as his acceptance of GTCS for all orders placed by the Purchaser as well as Agreements concluded with MADEJSKI.

III. CONCLUSION OF AGREEMENT

1. The sale of Goods takes place based on orders placed by the Purchasers that were confirmed (accepted) by MADEJSKI.
2. The Purchaser places an order:
 - (a) via the Internet platform www.madejski.com.pl and www.grafenprofessional.eu upon successful completion of a registration procedure; or
 - (b) over the phone by calling a sales representative at MADEJSKI; or

- (c) in writing, by fax, or by e-mail on the e-mail address given on the website www.madejski.com.pl and www.grafenprofessional.eu or an e-mail address of MADEJSKI sales representative.
3. The Purchaser's order must include: (1) date and number of the MADEJSKI offer, if the order is a response to the MADEJSKI offer; (2) information identifying the Purchaser, including the Purchaser's contact information; (3) type and quantity of the ordered Goods; (4) date of completion (delivery); (5) place of delivery (collection). The Purchaser is responsible for completeness and accuracy of all data and information given in the order. MADEJSKI may suspend the confirmation of an order that does not include all required information until the information is complete. Any reservations of the Purchaser included in the order that are inconsistent with GTCS shall not be binding on MADEJSKI.
 4. MADEJSKI accepts that every order that is submitted in the manner set forth in point III.2. is a submitted purchase offer that is binding on the Purchaser, in particular the persons who submit an order are authorized to place valid and binding orders on behalf of the Purchaser.
 5. The Purchaser's placing an order shall not be binding on MADEJSKI and no response from MADEJSKI to an order shall not be interpreted as its acceptance.
 6. An agreement binding the Parties is concluded upon confirmation of an order by MADEJSKI. Conclusion of an Agreement obligates the Purchaser to collect the Goods ordered and to pay the price.
 7. MADEJSKI confirms (accepts) the Purchaser's order:
 - (a) on-line at www.madejski.com.pl and www.grafenprofessional.eu in accordance with the rules of the functioning of the platform; or
 - (b) in a document via electronic mail to the e-mail address the Purchaser used when placing an order; or
 - (c) by starting to implement the Order by MADEJSKI.In the cases mentioned in letters (a) and (b), in the confirmation of an order, MADEJSKI specified *inter alia*: (1) type and quantity of the Goods; (2) price; (3) order completion (delivery) date; (4) place of delivery (collection); (5) delivery method.
 8. MADEJSKI shall have a right to introduce changes to the Purchaser's order; in such a case the Agreement is concluded on the terms and conditions specified by MADEJSKI, if the Purchaser accepts the changes proposed by MADEJSKI and the acceptance can be made in particular in a documented form or electronically.
 9. If MADEJSKI gives an offer to the Purchaser, then, unless the offer specifies otherwise, the validity period of such an offer shall be 30 days from the day on which the Purchaser could read the offer.
 10. MADEJSKI's sales representative acts only within the scope of the their activities and within the powers granted to the representative by MADEJSKI.
 11. MADEJSKI can make the conclusion or performance of an Agreement conditional upon the Purchaser's payment of all the Purchaser's obligations toward MADEJSKI, the payment of an advance to MADEJSKI, or the Purchaser's another consideration due to MADEJSKI. In such situations MADEJSKI shall bear no liability for any damages caused by non-conclusion or non-performance of an Agreement, in particular caused by failure to deliver the Goods on time.

IV. DELIVERY

1. If in the confirmation of an order MADEJSKI should not define the delivery method, this shall mean that the Purchaser is obligated to collect the Goods by themselves and at their

own cost from the MADEJSKI's warehouse situated at the address of MADEJSKI's registered office.

2. The delivery of the Goods takes place by releasing the Goods and takes place upon:
 - (a) releasing the Goods from the MADEJSKI warehouse – if the transport of the Goods is organized by the Purchaser;
 - (b) unloading the Goods at the place indicated by the Purchaser – if the transport of the Goods is organized by MADEJSKI.

Upon the release of the Goods to the Purchaser, the Purchaser takes over all benefits and burdens connected with the Goods and the risk of an incidental loss or damage to the Goods; in particular MADEJSKI shall bear no liability for losses or deficiencies in the Goods and damages to the packaging of the Goods.

3. The Purchaser shall be obligated to authorize a person present at the time of releasing the Goods to confirm the transfer of the Goods. The Parties accept that the person who should confirm the transfer of the Goods is authorized by the Purchaser to do so and the Purchaser shall not question such authorization. The document stating the releasing of the Goods shall be in particular the document signed by a carrier.
4. The date of delivery is considered kept by MADEJSKI, in particular if:
 - (a) MADEJSKI reported the Goods to be ready for collection – if the Goods are to be collected from the MADEJSKI warehouse,
 - (b) the Goods were delivered to the place indicated by the Purchaser – if the transport is organized by MADEJSKI.
5. Unless MADEJSKI otherwise expressly provided in the confirmation of an order, the ownership of the Goods shall be transferred upon the Purchaser upon crediting the MADEJSKI's bank account with the entire sale price of the Goods.
6. If, for reasons beyond his control, MADEJSKI cannot meet the delivery date of the Goods, he shall immediately notify the Purchaser about it and agree a new delivery date with him. Notifying the Purchaser about the failure to meet the delivery date before its expiry releases MADEJSKI from any liability for damages due to delay in the delivery of the Goods.
7. If the Purchaser is late in collecting the Goods for more than 14 days, MADEJSKI shall have a right, at his discretion, to:
 - (a) withdraw from the Agreement for reasons attributable to the Purchaser without setting another deadline for receipt of the Goods; or
 - (b) deliver the Goods at the Purchaser's cost, risk, and hazard; or
 - (c) leave the Goods in the MADEJSKI's storehouse at the Purchaser's cost and risk at the payment to MADEJSKI a net remuneration of 0.5% of the sale price of the stored Goods for every commenced day of storage; or
 - (d) draw up a unilateral report on releasing the Goods to the Purchaser, to leave the Goods at the MADEJSKI storehouse with the effects indicated in letter (c) above; and to issue the Purchaser an invoice for such delivered Goods, to which the Purchaser expresses consent. In such a situation, MADEJSKI shall have a right to request payment of the price within the deadline indicated on the invoice. If the deadline indicated on the invoice should pass, then MADEJSKI shall be entitled to demand payment of the price together with interest and to keep the Goods until all of his receivables are paid up. These provisions shall apply irrespective of other MADEJSKI's rights provided for in GTCS or by law.
8. If, after the conclusion of the Agreement, MADEJSKI becomes aware of any doubts regarding the financial situation of the Purchaser which leads to the assumption that the Purchaser will not pay the price on time, MADEJSKI shall have the right to suspend the

release of the Goods, demanding appropriate security for the payment of the whole price within 3 days and, at the end of this period, withdraw from the Agreement. Provisions of point IV.7. shall apply respectively.

V. PRICE AND PAYMENT TERMS

1. The basis for MADEJSKI to demand payment of the sale price of the Goods shall be a VAT invoice issued by MADEJSKI, including an invoice in electronic form. The Purchaser agrees to MADEJSKI issuing an invoice in electronic form, which will be delivered to the Purchaser at an email address indicated by the Purchaser.
2. The Purchaser shall be obliged to pay the selling price of the Goods within the time limit specified in the VAT invoice issued by MADEJSKI. Delay in payment of the price shall entitle MADEJSKI to calculate and claim interest for delay in commercial transactions.
3. The payment of the sale price of the Goods shall be made by transfer to MADEJSKI's bank account specified in the VAT invoice. The date of payment shall be the date of crediting MADEJSKI's bank account.
4. Submitting a quality complaint does not release the Purchaser from the obligation of timely payment of the sale price of the Goods.
5. If the Purchaser makes a payment without indicating on account of which debt he demands the payment to be accounted for, MADEJSKI shall, at its own discretion, account the payment towards any of the debts or side receivables.
6. Any advance payments or prepayments paid by the Purchaser towards the delivery of Goods shall not constitute a deposit within the meaning of the Civil Code unless the Parties decide otherwise in writing or in a document under pain of nullity.
7. If the Purchaser is in delay with payment of the amount due to MADEJSKI, MADEJSKI has the right to unilaterally make the release of the Goods conditional on payment of the amount due, make execution of further deliveries conditional on payment of the amount due, or the Purchaser's providing security for payment of such amounts. In such a situation, MADEJSKI shall not be liable for any damage caused by the unilateral suspension of the execution of the Agreements. If the delay in payment of the price should exceed 30 days, MADEJSKI shall have the right to withdraw from the concluded and not executed or partially executed Agreements and to charge the Purchaser with the costs connected with the withdrawal from the Agreements.
8. The Purchaser shall not have the right to make a unilateral declaration against MADEJSKI on setting-off (compensation) of mutual receivables.

VI. QUANTITY COMPLAINTS

1. Upon the delivery of the Goods, the Purchaser is obliged to check the quantity of the delivered Goods, and the Purchaser shall be obliged to notify MADEJSKI in writing of any reservations or shortages in this respect under pain of invalidity, noting them on the document confirming the delivery.
2. The Purchaser shall be entitled to make quantitative complaints about the Goods only up to the moment of confirming the delivery of the Goods, under pain of losing the right to refer to any quantitative shortages at a later date, in particular the right to claim damages or make an additional delivery of the Goods. If the Purchaser does not object to the quantity of the Goods delivered to it until the moment of delivery of the Goods, it shall be assumed that the Goods have been delivered to it without any quantity shortages.

VII. QUALITY ASSURANCE

1. Under the conditions specified in the GTCS, excluding the provisions of the Civil Code, MADEJSKI grants to the Purchaser a quality guarantee for the Goods delivered under the Contract.
2. The guarantee shall be granted for a period of 12 months, counting from the date of issue of the Goods to the Purchaser.
3. MADEJSKI shall be liable only for a defect that appeared within the guarantee period and of which the Purchaser informed MADEJSKI within the guarantee period and not later than within 7 days of the defect becoming apparent, subject to the provisions of point VII.4 below. If the Purchaser fails to notify MADEJSKI of the defect within the guarantee period, the rights (claims) under the guarantee shall expire.
4. The Purchaser shall be entitled to lodge quality complaints about the Goods:
 - (a) with respect to obvious defects in quality of the Goods, i.e. (a) in respect of obvious defects in quality, i.e. defects visible to the naked eye and observable at the moment of release of the Goods, the Purchaser shall be entitled to notify MADEJSKI of such defects in writing under pain of nullity in a document confirming the release of the Goods or to notify MADEJSKI thereof in documentary form no later than at the moment of release of the Goods to the Purchaser, otherwise the Purchaser shall lose the right to invoke those defects at a later date and assume that MADEJSKI has released the Goods to the Purchaser free from quality defects in accordance with the Agreement;
 - (b) in the case of defects other than those referred to in letter (a) above, the Purchaser shall be entitled to bring them to MADEJSKI's attention within the period referred to in VII.3, or else the Purchaser shall lose the right to invoke those defects at a later date and be deemed that MADEJSKI has delivered the Goods to the Purchaser without quality defects in accordance with the Contract.

For their validity, the Purchaser shall submit quality complaints in writing or in a document.

5. The notification of a defect should include appropriate documentation proving the occurrence of the defect.
6. In the event of notification of a defect in the Goods, MADEJSKI shall be obliged under the guarantee to repair the Goods or replace them with Goods free from defects; MADEJSKI shall choose the appropriate guarantee provision.
7. The Seller shall repair the Goods or replace them with Goods free from defects within 30 days from notification of defect by the Purchaser, unless this deadline cannot be met due to the applied technology or method of repair. In such a case the deadline shall be extended by the duration of circumstances beyond MADEJSKI's control.
8. Execution of rights to which the Purchaser is entitled under the guarantee, in particular repairing the Goods or replacing them with new ones free from defects by MADEJSKI, shall not result in prolonging the guarantee period or starting the guarantee period anew.
9. In view of the quality guarantee granted, MADEJSKI shall not be liable under the warranty for defects.
10. Any modification or processing of the Goods by the Purchaser is not covered by the quality guarantee.

VIII. LIMITATION OF LIABILITY

1. MADEJSKI shall not be liable for total or partial non-performance or improper performance of its obligations under the Agreement, in particular for any delay in the delivery of Goods if this is caused by circumstances that occurred due to external factors beyond MADEJSKI's control, in particular such as: natural disaster, internal disturbance,

fire, flood, epidemic, state of epidemic emergency, quarantine restrictions, state of emergency, explosion, major breakdown or interruption in the Goods production facility, strike, exceptionally adverse weather conditions or other similar circumstances.

2. MADEJSKI shall inform the Purchaser of the reasons referred to in point VIII.1, unless the circumstances prevent such notification. If the period of delay exceeds 30 days, each Party shall be entitled to withdraw from the Agreement without the right to claim any compensation. If the Agreement provided for delivery of the Goods in parts, any withdrawal from the Agreement shall only concern the delayed part of the performance and not the performance scheduled for a later date.
3. MADEJSKI shall not be liable towards the Purchaser for the Purchaser's lost profits, indirect and consequential damages.
4. MADEJSKI's liability for damages in any and all cases, regardless of the cause of damage, shall be limited to actual, properly documented damage and to the maximum amount of the Goods purchase price paid by the Purchaser. This applies in particular to the liability for non-performance or improper performance of the Agreement, liability under the quality guarantee, liability for any defects in the Goods, damage caused by or resulting from a defect in the Goods, delay for rectifying a defect in the Goods or delay in remedying the damage. The quantitative limitation of MADEJSKI's liability shall not apply in cases of damage finally recognised by a court decision as ones resulting from MADEJSKI's intentional actions.
5. The Purchaser shall be solely responsible for the accuracy and completeness of the data and information contained in the order or other documents provided to MADEJSKI.
6. MADEJSKI shall not be liable for damage which occurred after the transfer of risk of accidental loss or damage to the Goods, which resulted in particular from:
 - (a) use the Goods other than for their intended purpose,
 - (b) non-compliance with laws and regulations concerning the use of the Goods,
 - (c) alteration, repair, or any other interference with the Goods undertaken by the Purchaser or a third party without the consent of MADEJSKI,
 - (d) natural wear and tear of wear and tear parts in the course of operation.

IX. PERSONAL DATA

1. For the purpose of concluding and performing the Agreement, the Parties may collect, use, transmit, and store information provided by the other Party, which can be linked to specific individuals under the terms of the applicable legislation.
2. The scope of personal data provided includes personal data of employees of a given Party and other natural persons whose personal data are necessary for the execution of the Agreement, including phone numbers, fax numbers, e-mail addresses, and other personal data which are necessary for the proper conclusion and execution of the Agreement, for which a given Party is the controller of personal data or is authorised to transfer them to the other Party.
3. Each Party undertakes to secure personal data by undertaking technical and organisational measures referred to in relevant provisions of law.
4. The principles relating to data processing and privacy protection by MADEJSKI are set out at: http://b2b.pureinteractive.pl/dist/catalogs/Polityka_prywatnosci.pdf

X. OTHER TERMS AND CONDITIONS

1. The Agreement is governed by the laws of Poland.
2. Any disputes between the Parties shall be settled by a court with jurisdiction over MADEJSKI.

3. For their validity, any amendments or additions to the GTCS shall require MADEJSKI's prior consent in writing.
4. In the event of any discrepancy between the different language versions, the Polish version shall prevail.
5. If any provision of the GTCS or the Agreement is held to be invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness or enforceability of the remaining provisions of the GTCS and the Agreement.
6. The Parties agree that each Party may mention the other Party's details in its promotional and marketing materials and information.
7. Unless otherwise agreed by the Parties, the place of performance of the Agreement shall be MADEJSKI's registered office.
8. The Purchaser may not transfer to a third party all or part of its rights and obligations under the Agreement without MADEJSKI's prior written consent