

## **General Terms and Conditions of Sale Effective from October 1, 2018**

### **§ 1 Definitions**

**Price List** – a list of goods and services offered, stating their prices. The Price List indicates whether the given price is expressed in gross or net amounts. The Price List is for informational purposes only and does not constitute an offer in the meaning of the Civil Code. Whenever this GTC refers to the Price List, the Parties mean the current Price List. The current version of the Price List is available at the headquarters of Global-Biznes.

**Business Day** – any day from Monday to Friday, excluding days recognized in the Republic of Poland as statutory holidays.

**Global-Biznes** – Global-Biznes Spółka z ograniczoną odpowiedzialnością based in Warsaw at ul. Górczewska 222/69, 01-460 Warsaw, registered in the business register maintained by the District Court for the City of Warsaw, XII Economic Department KRS under the number 000053110, NIP 5272721408, REGON 147436841, with a share capital of 10,000.00 PLN.

**Client** – a party to the Agreement purchasing Goods from Global-Biznes or using Services provided by Global-Biznes not related to business activity.

**Responsible Person** – an employee of Global-Biznes authorized to represent Global-Biznes in relations with the Client in the scope specified in these General Terms.

**GTC** – these General Terms and Conditions of Agreements.

**Force Majeure** – an external event that cannot be predicted, the effects of which cannot be prevented, particularly war, state of emergency, riots, revolution, uprisings, military disturbances, civil wars, social unrest, acts of terror, natural disasters, as long as they affect the possibility of executing the Agreement.

**Goods** – materials and products sold by Global-Biznes under the Agreement.

**Agreement** – the agreement concluded between Global-Biznes and the Client, based on which the Client purchases Goods or Services. These GTC and the annexes to the Agreement constitute an integral part of it.

**Services** – services provided by Global-Biznes under the Agreement.

**Order for Offer** – the procedure for concluding the Agreement related to the submission of an Inquiry by the Client.

**Inquiry for Offer** – a statement from the Client directed to Global-Biznes via email, fax, mail, or delivered personally, containing all necessary data to prepare a calculation and/or pro forma invoice by Global-Biznes, including the quantity and type of Goods, packaging method, and the expected delivery date and possible location for all or part of the Goods, as well as the scope of Services.

Terms defined in the Agreement, in any of its annexes, as well as in these GTC and the Price List, have the same meaning in the context of the Agreement and all its annexes, as well as these GTC and the Price List, unless stated otherwise in the content of a given document.

## **§ 2 General Provisions**

1. These General Terms and Conditions constitute a contractual template for the agreements concluded by Global-Biznes for the sale of Goods and Services.
2. Global-Biznes commits to delivering Goods and providing Services in accordance with the Agreement and its annexes.
3. The Client commits to fulfilling all obligations specified in the Agreement, particularly:
  - a. timely payment of the remuneration due under the Agreement;
  - b. complying with all rules for using the Goods, storage, assembly, and other recommendations specified in the Agreement;
  - c. collecting the Goods at the location indicated in the Agreement and promptly checking whether the Goods conform to the Agreement;
  - d. promptly notifying Global-Biznes of any damages or defects in the Goods, as well as their non-conformity with the Agreement;
  - e. informing Global-Biznes of any changes to the residence address and delivery address;
  - f. specifying the quantity of ordered Goods (particularly ordered wood);
  - g. in the case of using Services – promptly checking whether the method of performing the Service is in accordance with the Agreement.
4. The Client is fully responsible for persons acting on their behalf. Actions and omissions of persons indicated in the previous sentence are considered as actions and omissions of the Client themselves.

## **§ 3 Quality and Nature of the Goods**

1. The Goods sold by Global-Biznes are natural and composite wood as well as accessories. The Client accepts the natural characteristics and properties of the Goods sold by Global-Biznes.
2. By purchasing the Goods, the Client is obliged to familiarize themselves with the biological, physical, and chemical properties (including color, structure, and other characteristics) of the specific type of wood.
3. The characteristics of the Goods are specified solely in the Agreement (along with the annexes) – statements by employees and other representatives of Global-Biznes,

as well as samples shown to the Client, do not constitute binding information about the quality of the Goods and can only be treated as illustrative.

4. Wood is subject to numerous factors affecting its condition, such as atmospheric conditions, UV radiation, improper storage by the Client, improper assembly, surrounding humidity, and methods of wood preservation.

#### **§ 4 Conclusion of the Agreement**

1. The conclusion or amendment of the Agreement occurs upon the submission of declarations of will by both Parties, which means signing by persons authorized to represent both Parties. If the Agreement is signed by representatives of both Parties at different times, the conclusion of the Agreement is considered to occur when the last required signature is affixed. The Agreement can be concluded: a. as a result of both Parties submitting declarations of will in a document specifying the essential obligations of the Parties and the terms of cooperation; or b. according to the procedure described below, as a result of the Client submitting an Order.
2. Conclusion of the Agreement in the form of an Order:
  - a. The Client sends an Inquiry for Offer to Global-Biznes. The Inquiry for Offer can take any form, but its content must allow for determining the scope of delivery of the Goods and the provision of the Service.
  - b. In case of doubts regarding the content of the Inquiry for Offer, Global-Biznes will ask the Client to supplement the Inquiry with additional information.
  - c. In particular, the Inquiry for Offer should contain a precise specification of the quantity of wood ordered by the Client.
  - d. If the delivery of the Goods or execution of the Service as indicated in the Inquiry for Offer is not possible, Global-Biznes will inform the Client of this fact via email, fax, mail, in person, or by phone within 7 Business Days.
  - e. If the Inquiry for Offer contains all necessary information and the delivery of the Goods or execution of the Service is possible, Global-Biznes will present a calculation or pro forma invoice to the Client within 7 Business Days.
  - f. Along with the calculation or pro forma invoice, the Client receives the content of these GTC in electronic form, or Global-Biznes refers to the previously received GTC when sending the calculation or pro forma invoice.
  - g. The calculation or pro forma invoice does not constitute an offer in the meaning of the Civil Code. Sending the calculation or pro forma invoice does not mean that Global-Biznes is able to fulfill the Order within the specified time, which the Client acknowledges.
  - h. Based on the received calculation or pro forma invoice, the Client makes an advance payment for the Goods or Services indicated in the Inquiry for Offer and sends a confirmation of payment to Global-Biznes in electronic form.

i. Making the payment is considered an acceptance of these GTC and agreement to be bound by their provisions.

j. After receiving the payment, Global-Biznes will inform the Client within [●] days:

- I. that it is possible to fulfill the Order and issues an invoice confirming the received payment and informs the Client of the transport costs; or
- II. informs the Client that the execution of the Order is not possible; or
- III. informs the Client that the execution of the Order is not possible due to a lack of Goods, but delivery of a substitute Goods is possible;
- IV. informs the Client that the execution of the Order is possible at a later date and indicates that date.

k. Information that the execution of the Order is not possible is considered as a withdrawal from the Order by Global-Biznes.

l. After receiving information that the execution of the Order is possible at a later date or that a substitute Goods can be delivered, the Client may withdraw from the Order within [14] days of receiving such information.

m. In the event of withdrawal from the Order by either Party, Global-Biznes will return the amount paid by the Client.

n. The Agreement is concluded on the day Global-Biznes provides the information referred to in point "j" (i) above or on the day of expiration of the deadline referred to in point "l" above.

o. The conditions for withdrawal from the Agreement specified in this paragraph do not deprive the Client of rights arising from applicable regulations, particularly related to concluding distance contracts or contracts outside the business premises.

3. If the agreement is concluded using an external sales channel, such as the portal allegro.pl, the provisions of the regulations specifying the manner of concluding the agreement through that sales channel apply.

## **§ 5 Delivery of Goods:**

1. **Delivery Schedule:** Goods will be delivered to the Client within the timeframe specified in the Agreement.
2. **Transport Services:** Delivery is handled by an external professional intermediary selected by Global-Biznes. The Client is responsible for transport costs based on the quote provided by Global-Biznes. Costs may vary significantly due to the individual organization of each delivery and potential returns or complaints.
3. **Alternative Pickup:** If the Client opts out of Global-Biznes' transport services, they must indicate how they will collect the goods from the designated location. Failure to pick up the goods within the specified timeframe will incur a penalty of [0.1]% of the Agreement's value per day of delay. After an additional deadline, Global-Biznes may dispose of the goods without refunding any part of the payment.

4. **Packaging Costs:** The cost of packaging depends on the specific characteristics of the goods and is outlined in the Agreement and Price List.

## **§ 6 Claims, Liability, Warranty, and Guarantee**

1. **Liability:** Global-Biznes is responsible to the Client for defects in the Goods or Services under general principles.
  - a. A defect in the Goods or Services is understood as non-compliance with the Agreement.
  - b. The Client is obliged to examine the Goods (or their parts) immediately upon taking possession. The Client should also verify the quality of the Service at the same time.
  - c. Global-Biznes is not liable for defects in the Goods that arise after the risk of loss or damage passes to the Client.
  - d. The Client must secure evidence proving the defect in the Goods or improper performance of the Service.
  - e. The Client is required to protect the Goods in a manner that prevents further defects or the worsening of existing defects.
  - f. If the Product is handed over to a carrier indicated by the Client, it is presumed that the Product was in proper condition at the time of handover.
2. **No Guarantee for Natural Wood Products:** Global-Biznes does not provide a guarantee for natural wood products.
3. **Exclusions of Liability:** Global-Biznes's liability is excluded if the non-performance or improper performance of the Agreement results solely from:
  - a. The Client's actions (especially improper handling of the Goods);
  - b. Improper performance or non-performance of the Agreement by the Client;
  - c. Force majeure.
4. **Limitations of Liability:** Global-Biznes's liability is also limited or excluded in situations defined by universally applicable laws.
5. **Client's Responsibility:** The Client is responsible for the proper storage of the Goods, including those whose defects were identified after delivery to the Client but before they were sent back to Global-Biznes.
6. **Right to Submit Claims:** The Client has the right to submit claims in the event of defects in the Goods or the execution of the Service.
7. **Claims Procedure:** Immediately after receiving information about a defect in the Product, the Responsible Person will provide the Client with a "Claims Protocol" form and necessary explanations on further procedures. It is permissible for the Responsible Person to fill out the form and send it to the Client for approval. The acceptance of the completed "Claims Protocol" must occur via the authorized

representative of the Client signing the form. The Client is not obliged to submit a claim using the "Claims Protocol."

8. **Form of Claims:** Claims may be submitted in written or electronic form. An electronic claim is effective provided that Global-Biznes confirms receipt.
9. **Claim Requirements:** A claim should include the following information:
  - a. The name and address of the Client;
  - b. The subject of the claim with justification for its submission;
  - c. The date of the event that is the basis for the claim;
  - d. The Client's request in case of a positive resolution of the claim;
  - e. The date of the claim submission;
  - f. Detailed photographs of all reported defects.
10. **Written Claims:** Claims submitted in written form should be additionally signed.
11. **Authorized Representation:** Claims should be submitted by a person authorized to represent the Client.
12. **Timing of Claims:** Claims regarding defects in the Goods or execution of the Service should be reported immediately after detection.
13. **Inspection Procedures:** If the examination of the claim requires inspection of the Goods or verification of the Service:
  - a. The inspection is conducted at a location specified by Global-Biznes;
  - b. The Client is responsible for delivering the Goods to the location specified by Global-Biznes and for retrieving them at their own expense; if using Global-Biznes transportation, the Client must cover the transport costs;
  - c. The Client must deliver the Goods in an unaltered state (the Goods cannot be processed – e.g., cut, painted, or installed);
  - d. If the examination occurs at the Client's location and the claim is found to be unfounded, the Client will be charged a flat fee of 500 PLN net for expert work;
  - e. The same rules apply to items for which the Service has been performed.
14. **Claim Resolution Timeline:** Global-Biznes is obliged to resolve the claim within 30 days from the date of submission. If no response is received within this timeframe, the claim is considered accepted.

## **§ 7 Duration of the Agreement**

1. The Agreement specifies the planned delivery date of the Goods or the execution of the Service.
2. Global-Biznes may terminate the Agreement before the delivery of the Goods or the execution of the Service at any time with immediate effect in the event of:

- a. Violation of the Agreement's provisions by the Client and failure to cease violations within 14 days of receiving a notice from Global-Biznes to stop such violations;
  - b. Permanent inability to deliver the Goods or execute the Service, regardless of the reasons for such inability;
  - c. The Client being in arrears with payment of the remuneration specified in the Agreement for a period of at least 14 days.
3. The Client may terminate the Agreement before the delivery of the Goods or the execution of the Service at any time with immediate effect in the event of:
    - a. Violation of the Agreement's provisions by Global-Biznes and failure to cease violations within 14 days of the Client's notice to stop such violations;
    - b. Permanent inability to deliver the Goods or execute the Service, regardless of the reasons for such inability.

### **§ 9 Personal Data**

1. If Global-Biznes processes personal data in connection with the performance of the Agreement, the following provisions apply.
2. Global-Biznes processes personal data solely for the purpose of fulfilling the Agreement for the Client and within the scope covered by agreements with the Client. It may also entrust the processing of personal data to third parties, in accordance with legal provisions and the terms specified in these General Terms and Conditions. Global-Biznes informs the Client about the entrustment of personal data processing to third parties, providing their company name, address, scope of processing, and information security administrator details.

### **§ 10 Confidentiality**

1. The Client is obliged to maintain the confidentiality of the commercial terms of the Agreement and detailed information about cooperation with Global-Biznes, particularly information regarding the terms of cooperation and the amount of remuneration.
2. Global-Biznes is entitled to include the Client's data on reference lists, without specifying details regarding the Agreement concluded with the Client, unless the Client submits a written objection to such actions.

### **§ 11 Penalties**

1. The Client may be obliged to pay contractual penalties in situations specified in the Agreement.
2. Unless otherwise stated in the provisions of the Agreement, the Client is required to pay the contractual penalty within 14 days from the date of receipt of the debit note.
3. The imposition of a contractual penalty by Global-Biznes does not exclude the possibility of Global-Biznes claiming damages under general principles.

## **§ 12 Right of Withdrawal**

1. In the case of entering into an Agreement outside the premises of Global Biznes or at a distance, the Client is entitled to the rights specified in the provisions of the Act of May 30, 2014, on Consumer Rights.
2. The method and deadline for exercising the right of withdrawal from the Agreement are detailed in Annex 1 to these General Terms and Conditions, which is consistent with Annex 1 to the Consumer Rights Act.
3. The right of withdrawal can be executed using the withdrawal form included in Annex 2 to these General Terms and Conditions, which is consistent with Annex 2 to the Consumer Rights Act.
4. The right of withdrawal does not apply to Goods that were not prefabricated, produced according to the Client's specifications, or intended to meet the Client's individual needs. The right of withdrawal also does not apply in situations where the Goods have been inseparably combined with other items due to their nature.
5. Some Goods are sold as a specific whole (set) comprising products of different characteristics (e.g., wood of various qualities). In such cases, the Client is entitled to withdraw from the Agreement only in its entirety with respect to the given Order.

## **§ 13 Final Provisions**

1. Unless the Agreement states otherwise, any changes to the Agreement and notifications, declarations, or other forms of communication arising from the Agreement between the Parties require written form, under penalty of nullity.
2. Changes in the name, registered office, address, and contact details (including email addresses and phone numbers designated for communication related to this Agreement) are not considered changes to the Agreement. Such changes should be notified to the other Party in writing.
3. If the Client fails to inform about a change of the registered office or delivery address, the consequences of this failure shall be borne by the Client. In particular, sending any correspondence by Global-Biznes to the address provided by the Client, who neglected to inform about its change, shall be deemed effective.
4. Disputes arising from this Agreement shall be subject to the jurisdiction of Polish courts.
5. If one or more provisions of these General Terms and Conditions are found to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.
6. In the event of a conflict between the Agreement and these General Terms and Conditions, the provisions of the Agreement shall take precedence.