

# General Terms and Conditions of Sale

Effective from October 1, 2018

## § 1 Definitions

**Price List** – a list of offered goods and services providing their prices. The Price List includes information on whether a given price is stated as gross or net. The Price List is for informational purposes only and does not constitute an offer under the Civil Code. Whenever this document refers to the Price List, the Parties mean the current Price List, which is available at the Global-Biznes office.

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

**Global-Biznes** – Global-Biznes Sp. z o.o., with its registered office in Warsaw at Górczewska 222/69, 01-460 Warsaw, registered in the Entrepreneurs Register kept by the District Court for the capital city of Warsaw, XII Commercial Division of the National Court Register under number 000053110, NIP 5272721408, REGON 147436841, with a share capital of 10,000.00 PLN.

**Client** – the party to the Agreement purchasing goods from Global-Biznes or using the services provided by Global-Biznes within the scope of its business activity.

**Responsible Person** – an employee of Global-Biznes authorized to represent Global-Biznes in contacts with the Client in the scope defined in these General Terms and Conditions.

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

**Force Majeure** – an external event that is unpredictable and whose effects cannot be prevented, particularly war, state of emergency, lockout, riots, revolution, uprisings, military conflicts, civil wars, social unrest, acts of terrorism, natural disasters – to the extent that they affect the ability to fulfill the Agreement.

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

**Agreement** – the contract concluded between Global-Biznes and the Client under which the Client purchases Goods or Services. These GTC and attachments to the Agreement constitute an integral part of it.

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

**Order** – the mode of concluding the Agreement in connection with the submission of an Inquiry.

**Inquiry** – a statement from the Client addressed to Global-Biznes via email, fax, postal mail, or delivered in person, containing all necessary information for Global-Biznes to prepare a calculation or pro forma invoice, including the quantity and type of Goods, packaging

method, and the expected date and possible place of delivery of all or part of the Goods, as well as the scope of Services.

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

## **§ 2 General Provisions**

1. These General Terms and Conditions serve as a contractual template for agreements made by Global-Biznes for the sale of Goods and Services.
2. Global-Biznes undertakes to deliver the Goods and provide the Services in accordance with the Agreement and its attachments.
3. The Client is obliged to fulfill all obligations specified in the Agreement, including in particular:
  - a. timely payment of the remuneration due under the Agreement;
  - b. adherence to all rules for using the Goods, storage, assembly, and other recommendations specified in the Agreement;
  - c. collecting the Goods at the location specified in the Agreement and promptly checking whether the Goods conform to the Agreement;
  - d. promptly notifying Global-Biznes of any damage or defects in the Goods, as well as any non-conformities with the Agreement;
  - e. informing Global-Biznes of any change in the registered office address, delivery address, and, in the case of a natural person Client, also the residential address;
  - f. notifying Global-Biznes of any planned change in legal form or other significant planned changes regarding the business that may affect the execution of the Agreement;
  - g. informing Global-Biznes of any bankruptcy announcements and any organizational changes that may impact the execution of the Agreement;
  - h. specifying the quantity of the ordered Goods (in particular, the ordered wood);
  - i. in the case of using the Services - promptly checking whether the execution of the Service is in accordance with the Agreement.
4. The Client bears full responsibility for its employees and other persons acting on its behalf. The actions and omissions of the individuals mentioned in the previous sentence are considered actions and omissions of the Client itself.

## **§ 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 features and properties of the Goods sold by Global-Biznes.
2. When purchasing the Goods, the Client is obligated 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 defined solely in the Agreement (along with its attachments); statements made by employees and other representatives of Global-Biznes, as well as samples shown to the Client, do not constitute binding information regarding the quality of the Goods and may only be treated as illustrative.
4. Wood is subject to numerous factors affecting its condition, such as: weather conditions, UV radiation, improper storage by the Client, improper assembly, ambient humidity, and methods of wood maintenance.

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

1. The conclusion or amendment of the Agreement occurs at the moment when both Parties express their will, meaning the signing of the document by persons authorized to represent both Parties. In cases where signatures are provided by representatives of both Parties at different times, the Agreement is considered concluded at the moment the last required signature is affixed. The Agreement may be concluded:
  - a. as a result of both Parties expressing their will in a document outlining essential obligations and cooperation conditions; or
  - b. according to the procedure described below following the Client's submission of an Order.
2. Conclusion of the Agreement via Order submission:
  - a. The Client sends a Request for Quotation to Global-Biznes. The Request for Quotation may take any form; however, its content must allow for the determination of the scope of the Goods delivery and Services provision.
  - b. In case of doubts regarding the content of the Request for Quotation, Global-Biznes will request the Client to provide additional information.
  - c. In particular, the Request for Quotation should include an accurate specification of the quantity of wood ordered by the Client.
  - d. If the delivery of the Goods or the provision of the Services indicated in the Request for Quotation is not possible, Global-Biznes will inform the Client via email, fax, mail, in person, or by phone within 7 Working Days.
  - e. If the Request for Quotation contains all necessary information and it is possible to deliver the Goods or perform the Services, Global-Biznes will provide the Client with a calculation or pro forma invoice within 7 Working Days.
  - f. Along with the calculation or pro forma invoice, the Client will receive the content of these General Terms and Conditions in electronic form, or Global-Biznes will refer to previously provided General Terms and Conditions when sending the calculation or pro forma invoice.

- g. The calculation or pro forma invoice does not constitute an offer within the meaning of the Civil Code. The submission of the calculation or pro forma invoice does not imply 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 Request for Quotation and sends Global-Biznes a confirmation of payment in electronic form.
  - i. The payment is considered as acceptance of these General Terms and Conditions and consent to be bound by their provisions.
  - j. Upon receiving the payment, Global-Biznes will, within [7] days:
    - i. inform the Client that the Order can be executed and issue an invoice confirming the received payment and inform the Client of the transport costs; or
    - ii. inform the Client that the execution of the Order is not possible; or
    - iii. inform the Client that the execution of the Order is not possible due to a lack of Goods, but that a substitute Goods can be provided; or
    - iv. inform the Client that the execution of the Order can take place at a later date and specify that date.
  - k. Information that the execution of the Order is not possible is considered 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 provided, the Client may withdraw from the Order within [7] days of receiving such information.
  - m. In the case of withdrawal from the Order by either Party, Global-Biznes will refund the amount paid by the Client.
  - n. The Agreement is concluded on the date of providing the information referred to in point (m) above or upon the expiration of the period mentioned in point (o) above.
3. In the event that the Agreement is concluded using an external sales channel, such as the allegro.pl portal, the provisions of the regulations defining the method of concluding the agreement through that sales channel apply.

## **§ 5 Delivery of Goods**

- 1. The Goods will be delivered to the Client within the timeframe specified in the Agreement.
- 2. The Goods will be delivered using the services of an external, professional intermediary selected by Global-Biznes. The Client will bear the transport costs in accordance with the quotation provided by Global-Biznes. Due to the fact that the transport of the Goods is organized individually for each delivery (as well as for any returns or complaints), the transport cost may undergo significant changes (for example, due to the possibility or lack of possibility of combining transport for several clients in the same area).
- 3. If the Client is not interested in transport organized by Global-Biznes, they are obligated to indicate how they will collect the Goods from the location specified by Global-Biznes. In such a case, the Client (or the entity designated by them) is

obligated to collect the Goods within the timeframe specified by Global-Biznes. If this obligation is not fulfilled, the Client will be required to pay Global-Biznes a contractual penalty of [0.1]% of the value of the Agreement for each day of delay. Furthermore, after the additional collection period designated by Global-Biznes has expired, Global-Biznes will be entitled to dispose of the Goods without the obligation to return any part of the payment made by the Client.

4. The packaging costs of the Goods depend on their individual characteristics and are specified in the Agreement and Price List.

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

1. The following provisions define the contractual modification of liability for defects in goods, regulated by the provisions of the Civil Code. The rights of the Client and the corresponding obligations of Global-Biznes are exhaustively regulated in these General Terms and Conditions.
2. Global-Biznes is liable to the Client for defects in the Goods or Services arising from circumstances attributable to Global-Biznes.
  - a. A defect in the Goods or Services, as defined in these General Terms and Conditions, refers to the non-conformity of the Goods or Services with the Agreement.
  - b. The Client is obliged to examine the Goods (or parts thereof) immediately upon taking possession. At the same time, the Client should verify the quality of the Service performed.
  - 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 is obliged to secure evidence of the defect in the Goods or improper performance of the Service.
  - e. The Client is obliged to protect the Goods in a manner that prevents further defects or the worsening of existing defects.
  - f. In the case of handing over the Product to the carrier designated by the Client, it is presumed that the Product was in proper condition at the time it was handed over to the carrier.
3. The warranty for the Goods and the results of the Services is excluded. The supplementary application of the Civil Code provisions concerning warranty for defects is excluded for Global-Biznes's liability.
4. Global-Biznes does not provide a guarantee for products made of natural wood.
5. Global-Biznes's liability is excluded in cases where the non-fulfillment or improper fulfillment of the Agreement results from:
  - a. Actions of the Client (in particular, improper handling of the Goods);
  - b. Improper fulfillment or non-fulfillment of the Agreement by the Client;
  - c. Actions of third parties;
  - d. Force majeure.
6. Global-Biznes is not liable for lost profits.

7. In the case of defects or non-conformity of the Goods or Services with the Agreement, the Client is entitled solely to request that Global-Biznes deliver defect-free Goods or comply with the Agreement or properly perform the Service.
8. Regardless of the above provisions, Global-Biznes's liability to the Client for non-fulfillment or improper fulfillment of the Agreement is limited to the amount actually paid by the Client for the performance of the Agreement.
9. The Client is responsible for the proper storage of the Goods. This applies also to Goods for which defects were found after delivery to the Client, during the period prior to their return to Global-Biznes.
10. In the event of discovering defects in the Goods or in the manner of performance of the Service, the Client has the right to submit a complaint.
11. Submitting a complaint does not suspend any obligations of the Client arising from the Agreement.
12. Immediately upon receiving information about the disclosure of a Product defect, the Responsible Person will provide the Client with a "Complaint Protocol" form and give necessary explanations regarding the subsequent procedure. It is permissible for the form to be filled out by the Responsible Person and presented to the Client for acceptance. Acceptance of the contents of the completed "Complaint Protocol" form must be made by the Client's authorized representative signing the form.
13. A complaint may be submitted in writing or electronically. A complaint submitted electronically is effective provided Global-Biznes confirms its receipt.
14. The complaint should include the following data:
  - a. Client's name and address;
  - b. Subject of the complaint with justification for its submission;
  - c. Date of the event that is the basis for the complaint;
  - d. Content of the Client's request in case of a positive resolution of the complaint;
  - e. Date of complaint preparation;
  - f. Detailed photographs of all reported defects.
15. A complaint submitted in writing should also be signed.
16. The complaint should be submitted by a person authorized to represent the Client.
17. Complaints regarding defects in the Goods or execution of the Service should be reported immediately after detection, no later than 14 days from the date of delivery of the Goods.
18. If examining the complaint requires inspecting the Goods or verifying the manner of execution of the Service, the following rules apply:
  - a. Inspection of the Goods is conducted at a location designated by Global-Biznes;
  - b. The Client is obliged to deliver the Goods to the location specified by Global-Biznes and collect the Goods from that location at their own expense, and in the case of using Global-Biznes transport, to cover the costs of that transport;
  - c. The Client is obliged to deliver the Goods in an undamaged state (the Goods must not be processed—e.g., cut, painted, or installed);
  - d. If the inspection of the Goods takes place at the Client's premises and the

complaint is found to be unjustified, the Client will be charged a flat fee for expert labor amounting to 500 PLN net;

e. Similar rules to those specified in points a-d above apply to items for which the Service has been performed.

19. Global-Biznes is obliged to consider the complaint within 1 month from the date of its submission. If, within this period, the complaint cannot be considered due to reasons beyond Global-Biznes's control (especially due to the need to verify facts related to the defect in the Goods or the manner of execution of the Service, the need to subject the Product to expert examination, the need to check the condition of the Product or its parts, or to hold a meeting involving the Client or third parties), Global-Biznes is obliged to immediately notify the Client, providing the reason for the delay in considering the complaint and the anticipated date by which the complaint will be resolved.
20. The right to pursue claims in court as specified in the Agreement is granted to the Client after exhausting the complaint procedure. The complaint procedure is considered exhausted if Global-Biznes has not considered the complaint within the time agreed upon by the Parties or has considered it in a manner inconsistent with the Client's request. Filing a lawsuit in court before exhausting the above procedure is deemed premature.

### **§ 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 provisions of the Agreement by the Client, and failure to cease such violations within 14 days after Global-Biznes has sent a request to stop the violations;
  - b. A permanent inability to deliver the Goods or perform the Service, regardless of the reasons for such inability;
  - c. The Client being overdue with payment of the remuneration specified in the Agreement for at least 14 days;
  - d. Receiving information about the Client being listed in the registers of entities conducting business under the Act on the Provision of Economic Information, financial and banking information bureaus, and similar organizations, particularly the National Debt Register or economic information bureaus, as well as the register of insolvent debtors in the KRS.

### **§ 8 Remuneration**

1. The Client is obliged to pay Global-Biznes the remuneration in the amount specified in the Price List or in the Agreement.
2. The remuneration is payable in advance, prior to the delivery of the Goods or the execution of the Service, within 3 days of concluding the Agreement, unless otherwise stipulated in the Agreement.

3. The day of payment is considered to be the day the bank account of Global-Biznes is credited.
4. All payments made by the Client will be allocated in the following order: (i) to interest; (ii) to contractual penalties; (iii) to the remuneration related to the execution of the Agreement. If the payments made by the Client are insufficient to cover the entire amounts due in a given category, they will first be allocated to the oldest outstanding debts.
5. The Seller reserves the right to specify the amount of remuneration in the event of using specific sales channels (e.g., the allegro.pl portal) in a manner that deviates from the amount specified in the Price List.

### **§ 9 Personal Data**

1. If, in connection with the performance of the Agreement, Global-Biznes processes personal data, the following provisions apply.
2. Global-Biznes processes personal data solely for the purposes of performing the Agreement for the Client and within the scope covered by agreements with the Client. It may also entrust the processing of such data to third parties—according to legal regulations and under the principles specified in these General Terms and Conditions. Global-Biznes will inform the Client about entrusting the processing of personal data to third parties, including their company/name, address, scope of processing, and information security administrator's data.
3. Global-Biznes may process personal data within its own high-security information system as defined by the Act.

### **§ 10 Confidentiality**

1. The Client is obliged to keep the commercial terms of the Agreement and detailed information about cooperation with Global-Biznes confidential, particularly regarding the principles of cooperation and the amount of remuneration.
2. Global-Biznes is entitled to include the Client's data in reference lists without providing details about the Agreement with the Client, unless the Client raises an objection in writing against such action.

### **§ 11 Contractual Penalties**

1. The Client may be required to pay contractual penalties in situations specified in the Agreement.
2. Unless otherwise stipulated in the Agreement, the Client is obliged to pay the contractual penalty within 14 days from the date of receiving 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 Final Provisions**

1. Unless the Agreement states otherwise, any changes to the Agreement, as well as notifications, declarations, or other forms of communication arising from the Agreement between the Parties, require a written form, under pain 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) shall not be considered a change to the Agreement. Such changes should be notified to the other Party in writing.
3. If the Client fails to notify about the change of the registered office address or delivery address, the consequences of such failure will be borne by the Client. In particular, sending any correspondence by Global-Biznes to the address provided by the Client, who failed to notify about its change, will be considered effective.
4. Disputes arising from this Agreement shall be subject to the jurisdiction of Polish courts.
5. In the event of any disputes arising from or related to the Agreement, the appropriate court for their resolution shall be the common court competent for the District of Śródmieście in the Capital City of Warsaw.
6. If any one or more provisions of these General Terms and Conditions prove to be invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.
7. The Agreement, General Terms and Conditions, and the related rights and obligations of the Parties shall be governed by Polish law, regardless of the Client's registered office or the place of sale of Goods or execution of Services.
8. In the case of a conflict between the Agreement and these General Terms and Conditions, the provisions of the Agreement shall take precedence.