

GENERAL TERMS AND CONDITIONS OF SALES

adopted by the resolution of the Management Board of 11 May 2022

The General Terms and Conditions of Sale, hereinafter referred to as "GTCS", regulate the rules for the conclusion and performance of contracts for the sale of goods by **INTERMAX Sp. z ograniczoną odpowiedzialnością Sp.k.** with its registered office in Grudziądz at Chełmińska 121, hereinafter referred to as **the "Seller"** to other entities, hereinafter referred to as **the "Buyer."** The GTCS are an integral part of contracts for the sale of goods, offers, confirmations of acceptance of orders for completion, provision of services concluded between the Seller and the Buyer and are binding on both parties to the contract, unless the Parties expressly agree otherwise in writing. Individual provisions of the GTCS may only be changed or excluded in writing under pain of nullity.

1.0. REGISTRATION

- 1.1. Before placing the first order, the Buyer is obliged to register in the Seller's ICT system by presenting:
 - a) a copy of the current excerpt from the business register or an excerpt from the register of entrepreneurs of the National Court Register or other registration documents in accordance with applicable regulations.
 - b) a list of persons authorized to place orders on behalf of the Buyer signed by the legal representative of the Buyer.
- 1.2. If the Buyer fails to provide the Seller with the list referred to in 1.1. b) it is assumed that they authorize all persons corresponding with the Seller where such correspondence is marked with the Buyer's data and company name and sent via e-mail in the Buyer's domain or using the Buyer's telephone number or other forms of communication that identify the ordering party as the Buyer's employee to place orders on their behalf.
- 1.3. Registration in the Seller's ICT system constitutes confirmation by the Buyer that they have read and accepted these General Terms and Conditions of Sale.

2.0. CONCLUSION OF THE CONTRACT

- 2.2 The information available at www.intermax.home.pl and in catalogues, price lists and prospectuses (including information on dimensions, weight, shape, colour shades) does not constitute an offer within the meaning of the provisions of the Civil Code, but only an invitation to place orders. The final product may differ from the one indicated in the catalogue in shade and texture
- 2.3 INTERMAX Sp. z ograniczoną odpowiedzialnością Sp.k. reserves the right to make changes to the offered assortment at any time. Placing information about the product at www.intermax.home.pl, in catalogues, price lists and prospectuses does not mean it is available.
- 2.4 A sales contract can be concluded provided that the Buyer places an order and the Seller confirms the order with the document "Confirmation of acceptance of the order for completion." The Buyer places an order via the Seller's ICT system, email or in writing on the Seller's order form. Placing an order by the Buyer is tantamount to acceptance of the GTCS available at www.intermax.home.pl. The order should specify:
 - a) Buyer's data,
 - b) personal data of the person placing the order,
 - c) description of the subject of the order (product part number, quantity and type of product, other details enabling unambiguous identification of the ordered products),

- d) exact address of the place where the products are to be delivered,
 - e) delivery time.
- 2.5 The Seller reserves the right to demand from the Buyer - before proceeding with the completion of the order - to establish - for the benefit of the Seller - irrevocable payment security measures, including advance payments.
- 2.6 Both parties must make any arrangements in writing, including via the Seller's ICT system and email.
- 2.7 The Seller allows the conclusion of individual cooperation agreements with the Buyer, which must be made in writing and accepted by both parties.

3.0. PRICE

- 3.1. The prices of products in the Seller's price lists are given in Polish zlotys (PLN), euros (EUR) or in US dollars (USD). Price lists do not constitute an offer and are for information purposes only.
- 3.2. The Seller provides prices in the Confirmation of acceptance for completion in Polish zlotys (PLN), euros (EUR) or US dollars (USD).
- 3.3. The Order Confirmations contain net prices (without VAT), the amount of tax on goods and services (VAT) and the gross amount (net + VAT).
- 3.4. In the event of changes in the USD or EURO exchange rate between the date of order confirmation and the date of delivery (higher than 5% of the average exchange rate of the National Bank of Poland), the Seller reserves the right to change wholesale prices. The Seller is obliged to inform the Buyer about this fact in writing - by electronic means.
- 3.5. If the price exceeds 20% of the order value, the Buyer has the right to withdraw from the contract within 7 days from the date of notification.
- 3.6. The discount policy may be presented to the Buyer individually by the Seller's representative.

4.0. TERMS OF PAYMENT

- 4.1. The final terms of payment are given in the order completion confirmation.
- 4.2. The Seller may set an individual trade credit limit for the Buyer according to their own assessment or on the basis of the assessment conducted by a specialized external company (receivables insurer, business intelligence.) In order to secure proper payments for the delivery of products, the Seller may request securities specified by them (including, in particular, a declaration of submission to enforcement under the Code of Civil Procedure, bank guarantee, promissory note, check, etc.). In this case the trade credit will be provided after the Seller has received the original document confirming the provision of the security. If the gross value (net + VAT) of the Buyer's liability towards the Seller for orders for which the Seller has not yet received payment (both completed and in progress) and the order placed exceeds the trade credit limit set for the Buyer, the Seller has the right not to accept any order from the Buyer until the Buyer settles the payments to the Seller to such an extent that the trade credit limit is not exceeded or until the Buyer receives the original document confirming the provision of additional trade credit security.
- 4.3. If the confirmation provides for an advance payment or deposit for the Seller, the amount paid by the Buyer shall be credited towards the price.
- 4.4. The price is paid within the time limits specified in the invoice.
- 4.5. The discounts set out in the order are available to the Buyer only when the timely payment for the delivered goods is made.
- 4.6. All payments shall be made by the Buyer to the bank account indicated in the invoice.

- 4.7. If the Buyer fails to pay for the delivered goods in accordance with the contract, the Seller may initiate debt collection proceedings or withdraw from the contract and demand that the Buyer return the goods for which the Buyer has not paid. Should the debt collection proceedings be initiated, the Seller may claim from the Buyer the costs incurred in this respect. The Seller may also demand compensation if the goods are worn or damaged, in particular when the value of the goods is lower than the price that the Buyer should pay for the received goods.
- 4.8. The Seller stipulates that the title to the sold goods will pass to the Buyer only upon payment of the entire price to the Seller. In the case of combining or mixing things, the Parties become co-owners of the whole. Art. 193 § 2 of the Civil Code is hereby excluded.
- 4.9. Payment of the price is considered by the Parties as crediting of the Seller's bank account indicated in the invoice.
- 4.10. Filing a complaint does not entitle the Buyer to withhold the payment of the price for the goods/service or for a part thereof.

5.0. COMPLETION OF THE CONTRACT

- 5.1. The parties are obliged to cooperate during the term of the contract.
- 5.2. Approximate deadline for the orders accepted for the spring-summer season starts from 1 December to 30 June and from 1 July to 30 November for the autumn-winter season, unless the Seller indicates a different date when confirming the order.
- 5.3. In the event of a delay in the delivery of the goods beyond the Seller's control, the order completion date shall be extended by the duration of the obstacle preventing the Seller from completing the order on time.
- 5.4. The Seller is not responsible for delays in delivery caused by the fault of the carrier.
- 5.5. If the Buyer is late with the payment of any amounts owed to the Seller, the Seller, in addition to other rights arising from the sales contract, the General Terms and Conditions of Sale and the law, has the right to immediately suspend the delivery of products and refuse to accept orders until the payments are settled together with interest. All costs related to the suspension of product deliveries, including in particular the costs of product storage and insurance, shall be borne by the Buyer.
- 5.6. In the event of circumstances posing a threat to the Buyer's timely fulfilment of their obligations, the Seller reserves the right to suspend product deliveries and refuse to accept orders until appropriate payment security is provided.
- 5.7. The delivery note ("WZ") serves as the proof of completion of order or its part.
- 5.8. The Seller has the right to freely dispose of the receivables under contracts concluded with the Buyer.

6.0. DELIVERY

- 6.1. Unless the conditions for sending the goods have been agreed separately, the Seller shall, at their own expense and at their own discretion, commission a professional entity to transport the goods to the location indicated by the Buyer in the order. The delivery is completed when the Buyer receives the goods. The date of delivery is the moment of transfer of the right to dispose of the goods as the owner within the meaning of Art. 7 section 1 of the VAT Act.
- 6.2. Quantitative complaints concerning the received goods may be reported by the Buyer only if the received shipment did not have any traces of violations on the outside. A written complaint shall be submitted after the damage is discovered, but not later than within 7 days from the date of goods receipt. The complaint should be accompanied by a committee discrepancy report along with a copy of the bill of lading and the invoice.

7.0. WARRANTY AND COMPLAINTS

- 7.1. The Seller grants the Buyer a warranty for the goods or service sold for a period of 24 (twenty-four) months from the date of delivery of the goods or service.
- 7.2. The Seller warrants to the Buyer that the goods delivered under the contract will comply with the specifications and all other requirements of the contract and that they are of good quality and made of good materials.
- 7.3. The warranty does not cover faults, defects and damage to the goods resulting from improper use, normal wear and tear of the goods and interference with the goods.
- 7.4. The Seller is obliged under the warranty only to remove physical defects of the goods at their own expense or to deliver goods free from defects, if these defects are revealed during the warranty period and arose for reasons attributable to the manufacturer.
- 7.5. The Buyer loses the rights under the warranty if they do not notify the Seller in writing of the defect within 7 days from the date of detecting the defect, and the notification must be electronic.
- 7.6. The Seller undertakes to take steps to remove the fault or defect in the goods within 14 / fourteen / days from the date of receipt of an effective notification from the Buyer.
- 7.7. The Buyer loses the rights under the warranty in the event of repair of the goods, alterations without the consent of the Seller.
- 7.8. Pre-sales complaints should be submitted by the Buyer within 30 days (thirty days) from the date of receipt of the delivery.
- 7.9. Complaint documents submitted by the Buyer must be made in writing and contain: a sequential number, date of preparation, digital code of the goods under complaint, description of the defect that is the reason for the complaint, number of the sales document /Seller invoice /, in the case of customer complaints, a photocopy of the purchase document / receipt, bill, invoice / Missing or incomplete documentation results in rejection of the complaint.

8.0. WITHDRAWAL FROM THE CONTRACT

- 8.1. The Buyer may withdraw from the contract in the event of a delay of more than 60 (sixty) days by the Seller in the completion of the order within the time limit specified in the confirmation of acceptance of the order for completion, after a prior written request for the Seller to complete the order within an additional period of 7 (seven) days, taking into account the provisions specified in 5 and when the Seller changes the prices considering the provisions specified in 3.
- 8.2. Withdrawal from the contract by the Buyer for reasons other than those listed in 8.1. will result in the Seller charging a contractual penalty equal to 40% of the net order value.
- 8.3. In the event of payment arrears from the Buyer, the Seller may withdraw from the contract. In this case, the Seller may charge the Buyer a contractual penalty equal to 40% net of the uncollected goods.

9.0. INFORMATION CONFIDENTIALITY

- 9.1. Any confidential information, which is understood as technical, commercial, financial, cost information, provided in connection with the completion of the contract in writing or on an electronic medium, may not be transferred to third parties, published or disclosed in any other way during the term of the contract and for 3 years after its expiry or termination.
- 9.2. The Buyer commits not to transfer, disclose or use technical, technological, commercial, organizational or financial information concerning the Seller or their cooperating entities without the written consent of the Seller (Confidential Information.)
- 9.3. The Buyer is also responsible for keeping the above information secret by the persons they will use in the performance of the duties entrusted to them and the persons to whom they will entrust the performance of these duties.

9.4. In the event of a breach of any of the provisions of this item of the agreement by the Buyer, they shall pay to the Seller a contractual penalty of PLN 100,000 (one hundred thousand zlotys) for each breach, within 14 (fourteen) days from the date of receipt by the Buyer of the request to pay it. When the damage suffered by the Seller exceeds the amount of the contractual penalty reserved for this circumstance, the Seller shall be entitled to claim damages from the Buyer on the general terms.

10.0 FORCE MAJEURE

10.1. The Seller is not liable for non-performance or improper performance of their obligations if the non-performance or improper performance results from circumstances caused by force majeure.

10.2. The Parties define the force majeure as circumstances beyond the Seller's control, in particular fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, interruptions or delays in the supply of raw materials, energy and components, and other unforeseen disruptions, in particular shortening working time in factories producing products sold by the Seller or their subcontractors, work interruptions, circumstances attributable to carriers, decisions of public administration bodies, changes in the law, other similar circumstances.

11.0 PROTECTION OF INDUSTRIAL PROPERTY RIGHTS AND TRADEMARK RIGHTS

11.1. The Buyer undertakes to the Seller that they will take all available, necessary and appropriate actions in their current activity aimed at protecting the Trademarks and industrial designs owned by or in possession of the Seller against unauthorized use by third parties or the Buyer (e.g. by copying products, marking products, selling or offering goods for sale, offering or performing services using these Trademarks, industrial designs, etc.).

11.2. The Buyer undertakes to immediately notify the Seller of all infringements by third parties of the Seller's Trademark or registered industrial design protection rights or infringement of other Seller's industrial property rights known or made available to the Buyer. In such a case, the Parties shall without undue delay agree the form, manner and the extent for them to pursue claims against the infringers of rights.

11.3. In the event of a breach of any of the provisions of this contract item by the Buyer, they shall pay to the Seller a contractual penalty of PLN 100,000 (one hundred thousand zlotys) for each breach, within 14 (fourteen) days from the date of receipt by the Buyer of the request to pay it. When the damage suffered by the Seller exceeds the amount of the contractual penalty reserved for this circumstance, the Seller shall be entitled to claim damages from the Buyer on the general terms

12.0 ENTIRE AGREEMENT BETWEEN THE PARTIES

12.1 The contract together with these GTCS constitutes the entire agreement between the Parties regarding its subject matter and supersedes all previous statements, offers, contracts, agreements and arrangements made between the Parties, both in oral and written form.

13.0 VALIDITY OF CONTRACT

13.1 The Parties agree that if any part of the contract is found to be invalid or otherwise legally defective, the remainder of the contract will remain in force. This applies in particular to the provisions on limiting the liability of the Parties and on the contractual penalties. For the provisions found to be

invalid or unenforceable, the Parties shall enter into negotiations in good faith to replace such provisions, if possible, with alternative provisions that are valid and enforceable and reflect the original intentions of the Parties.

14.0 GOVERNING LAW AND SETTLEMENT OF DISPUTES

14.1. The contract will be interpreted and completed in accordance with the law of the Republic of Poland.

14.2. Any disputes or claims arising between the Parties in connection with the content or completion of the contract, which the Parties have not been able to resolve by agreement within 14 days from the occurrence of such a dispute, will be settled by a common court competent for the registered seat of the Seller, unless the contract says that such disputes will be settled by impartial arbitration.

14.3 In matters not covered by the contract and the GTCS, the provisions of the Civil Code shall apply.

15.0 FINAL PROVISIONS

15.1. In the event of discrepancies between these GTCS and the content of the order confirmation, the conditions specified in the confirmation of order acceptance for completion shall prevail.

15.2. Any changes and additions to the content of the order confirmation and these GTCS must be made in writing - under pain of nullity.

15.3. The transfer of the Buyer's rights and obligations under the contract to a third party requires the prior written consent of the Seller.

15.4. These GTCS were adopted by a resolution **of the Management Board of INTERMAX Sp. z ograniczoną odpowiedzialnością Sp.k.** on 11 May 2022.

15.5. These GTCS are available at www.intermax.home.pl.