

General Terms and Conditions of Sale and Delivery of Goods and Services of PRINZ Polska

effective as of 01/06/2020

1. General conditions

- a. These General Terms and Conditions of Sale and Delivery of Goods and Services (hereinafter referred to as "GTC") apply to all contracts concluded by PRINZ Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Tulipanowa 4, 60-175 Poznań, Poland, entered in the register of entrepreneurs of the National Court Register under the following KRS number: 0000134452, REGON (National Official Business Register number): 630657614, NIP (VAT number): 9720417307, kept by the District Court Poznań Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register, (hereinafter referred to as "PRINZ Polska").
- b. The Buyer acknowledges these GTC as binding and declares that these GTC are the only general terms and conditions of sale and delivery that apply to contracts concluded with PRINZ Polska.
- c. PRINZ Polska does not conduct consumer sales within the meaning of the relevant regulations. The sale is carried out exclusively on the basis of professional business trading between economic operators.

2. Definitions

- a. The Buyer or Customer should be understood as an entrepreneur within the meaning of Article 43¹ of the Civil Code or another entity purchasing goods from PRINZ Polska within the framework of its business activity.
- b. An order should be understood as a declaration addressed by the Buyer to PRINZ Polska in any form (written, electronic or verbal) which specifies the type and quantity of goods or services ordered by the Buyer, the Customer's data and the delivery address.

3. Placing an order. Offer

- a. By placing an order or accepting an offer from PRINZ Polska the Buyer confirms that it has read and accepts these General Terms and Conditions of Sale and Delivery of Goods and Services.
- b. According to these GTC, a binding contract between the parties is concluded after: (i) the Customer has accepted an offer received from PRINZ Polska made in writing or by electronic mail or (ii) PRINZ Polska has sent an order confirmation to the Customer in writing or by electronic mail or (iii) a separate contract has been concluded with PRINZ Polska.
- c. The Customer should clearly indicate in each order the full data of the ordering party, in particular the company (name), first name and surname, mailing address, delivery address, telephone number and e-mail address appropriate for determining matters related to the order, payer's data, including VAT number.
- d. The Buyer's order is confirmed by PRINZ Polska via electronic mail. PRINZ Polska undertakes to respond to an order placed within 7 working days at the latest. Failure to

respond to an order placed does not mean its tacit acceptance. After order confirmation, any changes will not be taken into account unless the parties agree otherwise.

- e. PRINZ Polska reserves the right to refuse to accept an order or to indicate a longer period for order confirmation.
- f. Price lists, catalogues, leaflets and advertisements of goods made available by PRINZ Polska do not constitute an offer within the meaning of Polish civil law. All prices quoted by PRINZ Polska are net prices to which VAT should be added.
- g. Offers submitted by PRINZ Polska are valid for a period of 30 days unless a different period has been specified in the offer.

4. Termination of a contract

- a. PRINZ Polska may withdraw from a contract within 30 days of its conclusion, without incurring liability for damages to the Buyer. The statement of withdrawal from a contract shall be sent to the Customer in an electronic form.
- b. The Customer has the right to withdraw from a contract (in part or in whole) on condition of payment to PRINZ Polska of the compensation fee totalling 20% of the gross value of the order placed. The parties may agree on a different value of the compensation fee in each case. Regardless of the payment of the compensation fee, the Customer shall reimburse PRINZ Polska for all costs incurred by PRINZ Polska in connection with the contract. At the same time, PRINZ Polska also reserves the right to claim compensation for all damages, costs, losses (including lost profits) and interest due (until the date of withdrawal) in connection with the Customer's withdrawal from the contract.
- c. Without prejudice to other rights of PRINZ Polska, PRINZ Polska shall have the right to terminate a contract through the fault of the other party in the event of the Customer's insolvency or liquidation or suspension of payments. In the above mentioned cases PRINZ Polska's claims against the Customer become immediately due and payable.

5. Payment

- a. The price of goods does not include transport, installation, training, bank charges, customs, insurance, storage, loading and unloading or other costs related to the sale or delivery of goods.
- b. PRINZ Polska has the right to change the price of goods also after receiving an order from the Buyer. In such a case PRINZ Polska shall notify the Buyer and ask the Buyer to keep the order valid. No response from the Buyer within two working days from the date of notification by PRINZ Polska constitutes acceptance of the order based on the new prices.
- c. The Buyer shall pay for the ordered goods according to one of the following forms of payment: cash, cash on delivery, prepayment based on a proforma invoice, bank transfer. Deferred payment by bank transfer is allowed if it has been agreed between the parties and confirmed in the contract.
- d. The payment deadline shall be specified by PRINZ Polska in the offer, on the order confirmation, in a separate contract or on the invoice submitted to the Buyer. In case of delay in payment, the Customer shall pay the maximum statutory interest for the delay to PRINZ Polska.
- e. PRINZ Polska reserves the right to make the conclusion and performance of the contract/delivery of goods subject to prepayment/payment made by the Customer under

the conditions specified in the contract concluded between the parties. In the absence of the prepayment/payment (or any part thereof), PRINZ Polska may: (i) suspend execution of the order until the full prepayment agreed with the Customer has been received, without the Customer's right to make any claims in this regard and/or (ii) terminate the contract immediately and retain payments already made, without the Customer's right to make any claims in this regard and/or (iii) claim compensation from the Customer for any damages (including costs and expenses) associated with the execution of the contract and its termination.

- f. In case of delay in payment of any prepayments, advance payments, instalments, etc., PRINZ Polska has the right to demand from the Customer the maximum statutory interest for the delay. If PRINZ Polska withdraws from the contract, it has the right to demand from the Customer the maximum statutory interest for late payment of prepayments, advance payments, instalments etc. until the date of withdrawal.
- g. The Customer shall cover all costs incurred by PRINZ Polska in connection with the Customer's failure to fulfil its obligations under the contract and specified in these GTC. In case of delay in payment (except for the maximum interest), the Customer shall reimburse PRINZ Polska for the costs of debt collection in a lump sum amounting to 15% of the amount to be recovered, but not less than PLN 500.
- h. The date of debiting PRINZ Polska's bank account with the appropriate resources shall be considered to be the date of payment.
- i. The Buyer may not set off its mutual claims towards PRINZ Polska against its obligations to make payments under contracts concluded with PRINZ Polska without prior written consent of PRINZ Polska for such a set-off.
- j. Payments should be made in Polish zloty unless otherwise agreed between the parties. PRINZ Polska shall indicate the appropriate bank account number in its offer, order confirmation, proforma invoice or invoice. If a payment is transferred to a wrong bank account or is made in a wrong currency and is converted automatically by the bank, then the Buyer shall supplement the payment to the full selling price.
- k. All prices given by PRINZ Polska in convertible currencies shall be converted into Polish zloty according to the sales rate of the given currency applicable in the bank maintaining PRINZ Polska's bank account as at the date of issue of the invoice.

6. Delivery

- a. Any delivery dates set by PRINZ Polska, in particular on the website, in catalogues or in any other publication, are for guidance only and do not constitute or may not be construed as setting an agreed delivery date unless the date is expressly confirmed and entered in the offer, order confirmation or contract.
- b. If the delivery date is not met PRINZ Polska does not automatically fall into default. In such a case, the Customer shall provide PRINZ Polska with a written notice of default in delivery, setting an additional reasonable deadline for delivery.
- c. PRINZ Polska shall not be liable for any failure to perform or for inadequate performance of obligations resulting, in whole or in part, from force majeure, including, among others, random events, labour unrest, acts of war, terrorist acts (both committed and threatening), decisions issued or restrictions imposed by state authorities, uprisings, epidemics, quarantines, deficiencies, failure of communication or power systems, fires,

accidents, explosions, inability to obtain or dispatch goods, inability to obtain required permits and licenses, inability to obtain raw materials, adverse weather conditions, disasters or other circumstances and causes beyond the reasonable control of PRINZ Polska in the course of its business activity.

- d. If an event of force majeure or other unforeseen circumstances prevent PRINZ Polska from performing the contract properly and if these obstacles are not caused by PRINZ Polska's fault and cannot be removed by economically justified actions, the original delivery date will be postponed for the duration of the said obstacle. If it is not possible to require PRINZ Polska to do so in justified cases PRINZ Polska has the right to terminate the contract without the Customer having any claim for damages.
- e. PRINZ Polska reserves the right to change the agreed deadlines and conditions of delivery or to resign from the execution of an order without the Customer's right to make any claims for damages.

7. Performance of a contract

- a. The place of collection/release of goods is the warehouse located at the headquarters of PRINZ Polska: ul. Tulipanowa 4, 60-175 Poznań, Poland, unless the parties agree otherwise.
- b. The Buyer shall collect the ordered goods within the agreed deadline. If the goods are not collected on time, PRINZ Polska has the right to charge a storage fee of 0.5% of the gross value of the order for each day of delay in collecting the goods.
- c. PRINZ Polska may deliver the goods to the Buyer at the address specified in the contract, for a separate remuneration, by own transport or using the services of a forwarding company. In such a case, the release of the goods is made at the moment when PRINZ Polska hands over the goods to the carrier to deliver them to the Buyer. Upon delivery of the goods to the carrier, the risk of accidental loss or damage to the goods shall pass to the Buyer.

8. Guarantee

- a. PRINZ Polska ensures that all goods sold are free from physical and legal defects and that they comply with the attached documentation.
- b. PRINZ Polska provides a 12-month guarantee for the goods supplied, starting from the date of delivery.
- c. The Customer shall examine the goods with due diligence immediately upon receipt. The Buyer shall report any possible quantitative inconsistencies and noticed physical defects of the goods purchased from PRINZ Polska immediately but not later than within three working days from the date of receipt of the goods (the date of sending the letter counts) based on a notification made in writing and sent by registered mail to the address of PRINZ Polska or by e-mail, with acknowledgement of receipt.
- d. Delivered goods are deemed to have been accepted by the Customer (without defects) unless the Customer notifies PRINZ Polska of a defect in the goods within three working days after delivery or of other performance defects within three working days after the defect is detected. After these dates, the Customer's claims referred to above expire.
- e. Minor deviations from the quality, quantity, size, colour, finish, dimensions, processing etc., which are commercially acceptable or unavoidable for technical reasons, shall be accepted by the Customer and do not constitute a defect in the goods.

- f. Defective goods may be returned only after written notification of the defect and its confirmation by PRINZ Polska. Returned goods must be delivered to PRINZ Polska's warehouse in an unused condition and in original packaging.
 - g. PRINZ Polska shall investigate the notification made under the guarantee within 30 days of its receipt at the latest. This period shall be extended if an expert's opinion is required.
 - h. If the legitimacy of the reported defect is confirmed and acknowledged PRINZ Polska shall place the defect-free goods at the Buyer's disposal as soon as possible. Apart from the replacement of the goods with defect-free goods, the Customer is not entitled to any other claims against PRINZ Polska.
 - i. The guarantee does not cover elements subject to natural wear and tear during operation (e.g. cutting chains, guides, drive modes, guide rolls, grinding wheels) or damage caused by the Buyer's actions, in particular as a result of using the goods incorrectly or not in accordance with their intended use, instructions for use or as a result of modifications, alterations or changes to the goods by the Customer.
 - j. The parties hereby exclude in full the liability of PRINZ Polska for defects in goods and services under warranty.
 - k. The submission of a complaint or claim under the guarantee or any other title does not allow the Customer to refuse to pay for the goods or to postpone payment.
9. Reservation of ownership
- a. Ownership of all goods delivered by PRINZ Polska will remain with PRINZ Polska until full payment for the goods specified on the invoice has been received (including applicable taxes and shipping costs). Until the title of ownership is transferred to the Customer, the Customer shall: (a) treat the goods with due diligence, (b) store the goods separately and clearly mark them as being the property of PRINZ Polska, (c) not pledge the goods.
 - b. The Customer shall immediately notify PRINZ Polska about any claims made by third parties with regard to the goods owned by PRINZ Polska.
 - c. The Customer hereby grants PRINZ Polska an irrevocable right to enter the premises where the property owned by PRINZ Polska is stored in order to exercise its ownership rights.
10. Liability
- a. PRINZ Polska limits its liability for damage caused to the Customer (on the basis of any legal title) in connection with the sale of goods or services to the amount of the net price paid by the Customer for the goods or services to which PRINZ Polska's liability is associated.
 - b. However, under no circumstances shall PRINZ Polska be held liable for any damage as a result of:
 - repairing or modifying the goods by the Customer or third parties
 - defective, incomplete or misleading information provided by the Customer or defective materials or devices supplied or used by the Customer to the extent that they have caused the damage.
 - c. PRINZ Polska's liability for damages is limited to the actual damage consisting of:
 - reasonable costs necessary to determine the cause and extent of the damage, if the need to determine the damage results from the provisions of these GTC

- reasonable costs incurred in connection with the non-performance of services or improper operation of goods
- reasonable costs incurred in order to prevent or limit the damage, provided that the Customer proves the damage suffered and the amount thereof and that the costs incurred actually contributed to the limitation of the damage.
- d. PRINZ Polska shall not be liable (on any legal grounds whatsoever) for damage which cannot reasonably be foreseen provided the goods are used as intended.
- e. PRINZ Polska shall not be liable for damage resulting from an intentional action or negligence of the Customer.
- f. PRINZ Polska's liability, regardless of the title of this liability, shall in no way cover loss of profit, loss of production or loss of market reputation.
- g. The Customer is not entitled to compensation for any damage caused by the goods or in connection with their possession or use (or in connection with a service provided by PRINZ Polska) – except for liability arising directly from mandatory legal regulations.
- h. If a third party makes any claims against the Customer with respect to any goods sold by PRINZ Polska to the Customer or to any services provided by PRINZ Polska, the Customer should immediately notify PRINZ Polska thereof and enable PRINZ Polska to participate in any proceedings related to the claims of that party, under pain of exclusion of any liability of PRINZ Polska related to such claims.
- i. PRINZ Polska may be notified by the importer and/or manufacturer of a defect in the goods delivered to the Customer – the so-called 'recall'. In such a case PRINZ Polska shall immediately notify the Customer thereof in writing. If the Customer, after a written notification, does not immediately address PRINZ Polska, it shall waive all possible claims against PRINZ Polska on this account. As a consequence, neither PRINZ Polska nor the importer and/or manufacturer is liable to the Customer for any damage in this respect.
- j. Regardless of the legal basis and the type of liability, PRINZ Polska's liability for damage cannot exceed the amount paid by the insurer of PRINZ Polska on the basis of a business liability insurance agreement.
- k. The above limitation of liability does not apply in the case of damage caused by wilful misconduct of PRINZ Polska.

11. Intellectual property

- a. The Customer is not entitled to any rights, titles or shares of any kind with respect to trade names, trademarks, visual forms of goods, copyrights, patents, domain names, names of goods, catalogues or other intellectual property rights of PRINZ Polska and its affiliated companies.
- b. All materials contained on our websites are covered by the intellectual property rights of PRINZ Polska, its suppliers and licensors. The Customer may not copy or use any intellectual property of PRINZ Polska, its suppliers and licensors without prior written consent of PRINZ Polska.
- c. Newly created intellectual property rights developed under a contract will be vested in PRINZ Polska.

12. Confidentiality clause

- a. The parties are obliged to keep confidential all information they have obtained from each other in the course of cooperation, in particular in connection with the conclusion and performance of a sales or delivery contract.
- b. The obligation of confidentiality does not apply to information and data: 1) which are publicly known other than through the actions of the parties; 2) which have been exempted by law or in a court judgment; 3) with respect to a party who has been granted written exemption from the obligation of confidentiality.
- c. Unless otherwise agreed in writing, the Customer is not allowed to refer to the goods of PRINZ Polska and any contract concluded with PRINZ Polska in publications or advertisements on websites or in folders, etc.

13. Export control and related provisions

- a. The Customer shall comply with all applicable laws, regulations, treaties and agreements concerning the export, re-export and import of all goods. Good) may not be exported or re-exported, shipped or re-transported (i) to any country or region subject to restrictions (including countries or regions subject to embargoes or sanctions by the United States of America, the United Nations or the European Union ('designated location')) or (ii) to any person on the 'Refusal/Exclusion' list. The Customer represents and warrants that the Customer is not a citizen or resident or that its head office is not under control or is not located in any of the designated locations or is not included on any 'Refusal/Exclusion' list. The Customer shall fully cooperate with PRINZ Polska in the event of an official or unofficial audit or inspection, in connection with the applicable laws and regulations on export and import control, and shall release PRINZ Polska from liability for damage resulting from any violation of the provisions of this Article by the Customer itself, its employees, consultants, agents or customers.

14. Governing law and jurisdiction

- a. All contracts concluded between PRINZ Polska and the Customer are governed by Polish law, without the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising out of or in connection with a given contract shall be subject to the exclusive jurisdiction of the courts competent for the City of Poznań. This is without prejudice to mandatory legal provisions governing jurisdiction.

15. General provisions

- a. The Customer, without prior written consent of PRINZ Polska, may not assign any contract, any order or rights or obligations under the contract or order. Making or attempting to make such assignment without prior written consent of PRINZ Polska entitles PRINZ Polska to terminate the given order. PRINZ Polska is entitled to transfer its rights and obligations to a third party by way of assignment and the Customer agrees in advance to this and declares its cooperation during the assignment.
- b. Any non-compliance, invalidity or non-enforceability of any of the provisions of these General Terms and Conditions of Sale shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale.