

GENERAL TERMS & CONDITIONS

I

GENERAL PROVISIONS

1. General Terms and Conditions (hereinafter referred to as "GTC") define the rules for concluding and performing sales or delivery; or providing services by POLCOAT SP. Z.O.O. SP. K., a company registered in the register of entrepreneurs under KRS number 0000681101; whose registration files are kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register, using NIP number 5552115258, REGON number 367446740, hereinafter referred to as the "Seller".
2. General Terms and Conditions apply to contractual relations between the "Seller" and the "Customer" within art. 431 of the Civil Code, except for contracts whose content shows no professional character for the Customer resulting in particular from the subject of its business activity made available on the basis of the provisions of CEIDG.
3. General Terms and Conditions constitute an integral part of all contracts concluded by the Seller with the Customer specified in section 2, unless the provisions of the contract expressly exclude its application in whole or in part.
4. In case when the Customer uses its own contract templates, which are inconsistent with the Seller's General Terms and Conditions, the Customer's terms and conditions will not be binding in the relations between the Parties. Any deviations from the Seller's General Terms and Conditions are only possible after they have been agreed by the Parties and confirmed in writing to be valid.
5. Definitions:
 - **GTC** - General Terms and Conditions applicable at POLCOAT SP. Z.O.O. SP. K.;
 - **CTC** – detailed Complaints Terms and Conditions applicable at POLCOAT SP. Z.O.O. SP. K.; constituting a separate document from the General Terms and Conditions (GTC);
 - **Seller** - POLCOAT SP. Z.O.O. SP. K.,
 - **Customer** - an entity that submits a request for quotation or order for the purchase or delivery of goods, or the provision of service by POLCOAT SP. Z.O.O. SP. K.;
 - **Goods, Products** – a product or service included in the Seller's current commercial offer;
 - **Order** - a document submitted by the Customer, containing the data specified in Section II, sent to the Seller electronically after the terms of sale, delivery or provision of services provided by the Seller had been agreed by the Parties,
 - **Working Days** – days from Monday to Friday, except public holidays,
 - **Force Majeure** - extraordinary and unforeseeable circumstances beyond the control of the Seller; the consequences of which could not be avoided despite the exercise of due diligence; in

particular armed conflicts, official interventions and bans, delays in transport and customs clearance, damages occurred during transport, shortages of electricity and raw materials, employees strikes and difficulties in replacing an important sub-supplier;

- **Trade Secret** - technical, technological or organizational information of the Customer's or Seller's business; or other information of economic value which as a whole or in a specific combination and set is not generally known or easily accessible;
6. Catalogues, brochures, specifications of goods made available by the Seller in any form, as well as other information addressed to Customers do not constitute an offer within the meaning of Art. 66 of the Civil Code. They are therefore not binding. All information about the goods sold constitutes an invitation to cooperation.
7. The Seller assures the highest quality of the offered goods. The goods parameters are consistent with the values stated in the Product Specification Cards and are within the tolerance ranges. The Customer will get notified in the event of changes to products specification. Updated Product Specification Cards will be provided electronically.

II ORDERS, PAYMENTS

1. An order may be preceded by the Customer's enquiry or the Seller's offer. The Seller's offer may include product data, delivery conditions, product prices and any additional costs, as well as the estimated order completion date. However, the submission of an offer by the Seller does not constitute the will to conclude a contract, but is only an invitation to cooperation.
2. The Customer is required to validate the order by submitting it electronically to the Seller's e-mail address after determining all relevant provisions and/or additional conditions.
3. The contract is concluded after the Seller confirms acceptance of the order within 2 working days of receiving the order. The order to be valid, must be submitted electronically to the Seller's e-mail address. Failure to confirm the order within the given period of time is deemed to be a refusal to process it.
4. The Customer is obliged to provide the following information:
 - **Company Details:** business registration name, business registration number, business registration address, delivery address if different than the business registration address;
 - **Contact Details:** name and surname of the person authorized to contact the Seller; their telephone number and e-mail address used for contacts with the Seller;
 - all relevant and expected parameters of the goods (material type, dimensions, i.e. width, length, thickness; internal and external diameters, quantity, and application). Failure to provide the type

of application releases the Seller from liability for incorrect selection of goods.

- agreed term of delivery or collection of goods;
 - agreed prices and possible delivery costs (depending on incoterm);
5. The order earlier approved by the Seller is not subject to cancellation. The Customer may cancel the order only with the written consent of the Seller.
 6. Before placing an order, the Customer must familiarize themselves with the technical parameters of the goods (e.i., by requesting a product sample) and assess the suitability of the goods for the Customer's intended use. The Seller is not responsible for incorrectly selected goods because their unsuitability for the purpose intended by the Customer is not a defect of the goods. The Seller is not responsible for the non-functionality of the material if the material meets the technical parameters specified in the Product Specification Card.
 7. If the terms and conditions within the Customer's order cannot be fully accepted by the Seller, the Seller may propose different terms and conditions. If the Customer does not accept the conditions proposed by the Seller electronically to the Seller's e-mail address within 2 working days, this will be tantamount to the Seller's refusal to accept the order.
 8. The Seller reserves the right not to accept or even refuse to process an order placed by the Customer without giving any reason for the refusal.
 9. All prices given by the Seller are net prices. If applicable VAT will be added.
 10. The price of the goods is agreed individually with the Customer.
 11. The date of payment for the purchased goods is the date of funds being received by the Seller in their bank account. The payment term and the date of payment are clearly specified on the purchase invoice or proforma invoice.
 12. The Seller has the right to refuse or to postpone the execution of Customer's new order in case of any outstanding invoices for previously concluded orders until the debt is settled by the Customer in full. The Seller is not responsible for any delays in the execution of new orders resulted from aged debt.
 13. Payments made by the Customer will first be allocated against any outstanding invoices or any incidental receivables.

III ORDER COMPLETION

1. The order will be completed within the timeframe specified in the order confirmation, which begins

to be processed the next working day after the order is confirmed by the Seller; or the next working day after the Customer accepts different terms of order execution presented by the Seller, referred to in point 7 of the Section II. Any changes by the Customer to the order after the Seller has confirmed its execution are permitted only with the consent of the Seller.

2. The date of order fulfillment should be treated as an estimation as it may change subject to various factors. The Seller will notify the Customer of the estimated order fulfillment date and any changes if they occur.
3. The parties agree on whether the goods will be collected by the Customer from the Seller's warehouse or delivered by the Seller to the place indicated by the Customer. The agreed incoterm will be included in the order confirmation.
4. In agreed case when the Customer collects the goods from the Seller's warehouse, the Customer is obliged to inform the Seller of the collection at least one day in advance indicating the forwarder, truck's registration plate number(s) as well as the person that is authorized to collect the goods.
5. Upon delivery of the goods, the Customer is obliged to check the goods in terms of their quantity and quality. In the event of any discrepancies, the Customer is obliged to immediately (at the time of delivery of the goods) notify the Seller electronically; under pain of releasing the Seller from liability for defects. The Seller will only consider a complaint if the delivery document contains a description of the damage to the goods signed by the delivery driver. The above restrictions do not apply to hidden defects, which the Customer should report to the Seller immediately, no later than within 7 days from the date of their disclosure, and immediately after their disclosure, the Customer must stop the production from the defective goods, under pain of releasing the Seller from liability for these defects.
6. The goods will be dispatched on the basis of the Stock Issue Confirmation (CI) document and the acceptance protocol. If the Customer refuses to sign the acceptance protocol for unjustified reasons, the Seller may withhold the release of the goods and charge the Customer the storage and possible re-delivery costs.
7. Depending on the agreement between the Parties, whether the goods will be collected by the Customer from the Seller's warehouse; or delivered by the Seller to the location indicated by the Customer, respectively, if the Customer does not collect the goods from the Seller's warehouse within 2 working days from the date of notifying them about the readiness of the goods. for collection or delivery of the goods by the Seller to the place indicated by the Customer and the reason for which the Customer refuses to accept them is unjustified, the Seller may charge the Customer with the costs of storing the goods and possible re-delivery.
8. The Seller reserves the right to up to +/- 10% quantity difference of the delivered goods, which may be the result of the production processes,

9. In the event of the Seller being unable to complete the contract due to force majeure (also when it occurs on the Seller's sub-supplier's end), the contract will expire and the Seller will immediately refund the Customer the prepayment they had previously made. The Customer will not be entitled to further claims against the Seller.
10. The Seller is not liable for any contract delays caused by force majeure, even if occurred at the Seller's sub-supplier's end.
11. The Seller will immediately notify the Customer of any forces which may affect the contract execution or lead to its cancellation.

IV **SELLER'S LIABILITY**

1. The Seller provides a guarantee for the goods. Guarantee periods are indicated in the Product Specification Cards for specific goods. The Seller excludes its liability under the warranty.
2. By placing an order for a specific product, the Customer confirms that they have knowledge of its parameters and properties; and that it is suitable for the Customer's intended use.
3. The Customer is obliged to select the appropriate product for its intended use. The Seller is not responsible for the incorrect selection of goods for the purpose intended by the Customer.
4. It is recommended to test the product before its final use.
5. The Seller is not liable for any defects occurred by:
 - storing the goods inconsistently with the guidelines described in Complaints Terms & Conditions document,
 - improper use of the goods,
 - further processing of the goods resulting in their parameters or properties being changed,
6. The guarantee and complaints terms and conditions have been presented in detail in the Complaints Terms & Conditions document.
7. The Seller's liability for defective goods may not exceed the value of those goods.
8. The Seller is not liable to the Customer for damage to their property due to defects in the goods, including any lost profits or savings, as well as any damages resulting from claims of third parties against the Customer.

V**PROCESSING OF PERSONAL DATA**

1. POLCOAT SP. Z O.O. SP. K., a company registered in the register of entrepreneurs of the National Register of Entrepreneurs under the number 0000681101, whose registration files are kept by the District Court in Bydgoszcz, XIII Commercial Division of the National Court Register, informs that it is the Administrator of personal data provided by the Customer (including personal data of the Customer; personal data of the Management Board Members; data of proxies, as well as data of employees) in connection with establishing cooperation, concluding and implementing contracts on the basis of these General Terms and Conditions. A person whose personal data is processed by the Administrator may contact them by email on info@polcoat.pl; or in writing to the registered office address.
2. Personal data will be processed by the Administrator in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/ 46/EC (so-called "GDPR").
3. The administrator collects and processes personal data in the following cases, purposes and legal bases:
 - a) when it is necessary for the purposes of concluding and implementing the contract, as well as handling the case in the event of reporting a complaint and its handling, other reports or inquiries addressed to the Administrator pursuant to the provisions of Art. 6 section 1 letter b) GDPR,
 - b) when it is necessary to fulfill the legal obligations of the Administrator, including for tax and accounting purposes or to carry out tasks in the public interest pursuant to Art. 6 section 1 letter c) GDPR,
 - c) in order to establish, pursue or defend against claims by the Administrator pursuant to the provisions of Art. 6 section 1 letter f) GDPR,
 - d) for archival (evidential) purposes to secure information in the event of a legal need to prove facts, protect against any allegations and claims of third parties, and ensure accountability (demonstration of compliance with obligations arising from legal provisions) by the Administrator pursuant to the provisions of Art. 6 section 1 letter f) GDPR,
 - e) in order to initiate or maintain business relations pursuant to the provisions of Art. 6 section 1 letter f) GDPR,
 - f) when it results from other legally justified interests of the Administrator pursuant to the provisions of Art. 6 section 1 letter f) GDPR.
4. The Administrator, conducting business activity and implementing specific purposes in connection with which it collects and processes personal data, may disclose it to external entities (e.g. entities providing services and IT tools; entities providing accounting services; entities providing legal services; postal and courier operators, entities insurance, etc.) data needed to implement a given project.

5. The Administrator may disclose personal data to third parties if the obligation to disclose them results from legal provisions.
6. The administrator processes personal data for a period that depends on the purpose of processing. The data processing period may result from both the concluded contract and the regulations when these constitute the basis for the processing of personal data. In the case of data processing based on the legitimate interest of the Administrator, the data is processed for a period enabling the implementation of this interest or until an effective objection to the processed data is raised. The Administrator reserves that the period of personal data processing may be extended if the purpose of establishing and/or pursuing claims or defending against claims by the Administrator is achieved. After the processing period, personal data is permanently and irreversibly deleted.
7. Providing personal data is voluntary, but necessary for the implementation of the Agreement.
8. The Administrator does not intend to transfer personal data to a third country or to international organizations, unless it is necessary in connection with proceedings conducted on the basis of law.
9. The Administrator will not make automated decisions based on personal data, including decisions resulting from profiling.
10. A natural person whose personal data is processed by the Administrator has the right to:
 - access the data content and request its rectification, deletion, restrict its processing; the right to transfer the data,
 - object the processing of data for marketing purposes if the processing is carried out in connection with the legitimate interest of the Administrator, as well as - for reasons related to the particular situation of the data subject - in other cases.
11. A natural person whose personal data is processed by the Administrator has the right to lodge a complaint with the President of the Office for Personal Data Protection if they consider that the processing of their personal data violates the provisions regarding their protection.
12. A natural person whose personal data is processed by the Administrator in order to exercise their rights may submit requests for specific content via traditional correspondence or e-mail directly to the Administrator. The Administrator shall respond to submitted requests without undue delay, no later than within one month from the date of receipt of the request, via the form of correspondence chosen by the data subject. The Administrator reserves the right to extend the above deadline, of which the data subject will notify the reporting entity.

**VI
FINAL PROVISIONS**

1. In matters not regulated by General Terms and Conditions, the provisions of Polish law shall apply, in particular the provisions of the Civil Code. General Terms and Conditions exclude the application of the provisions of the Vienna Convention of April 11, 1980 on the international sale of goods.
2. If any provision of the contract or any of the provisions of the General Terms and Conditions is deemed invalid or is invalid by operation of law, this shall not affect the effectiveness of the remaining provisions. An ineffective provision should be replaced by an effective provision that comes closest to the purpose.
3. Any disputes arising from the implementation of the General Terms and Conditions and any contracts based thereon will be resolved by the relevant courts located in the Seller's country.
4. The Customer is obliged to immediately notify the Seller in writing of any changes to its business registration name, business registration number, business registration address, delivery address or e-mail address. The notification should be sent electronically to the Seller's e-mail address. Failure to do so means that any deliveries made to the addresses indicated in the order, in signed contracts or any other arrangements are considered valid.
5. General Terms and Conditions are made available to the Customer in PDF format on the Seller's website (www.polcoat.pl).
6. The Customer is obliged to keep the Seller's trade secret confidential. This apply to any information obtained in connection with or during the execution of contract/order.
7. General Terms and Conditions come into force on the day of their publication on the Seller's website and are valid until they are amended or withdrawn.