



**GENERAL TERMS AND CONDITIONS OF SALE
OF RADKA POLSKA SPÓŁKA Z O.O.
WITH ITS REGISTERED OFFICE IN BŁONIE**

(as approved by Resolution No. 1 of the Management Board of 21 December 2018)

§ 1

GENERAL PROVISIONS

1.1. These General Terms and Conditions of Sale, hereinafter referred to as the "GTCS", specify the terms and conditions of entering into and performing sale contracts of goods the distributor and seller of which is RADKA POLSKA Sp. z o.o. with its registered office in Błonie (post code: 55-330), commune of Miękinia, at the address: ul. Akacjowa 17, registered in the District Court for Wrocław – Fabryczna, 9th Commercial Division of the National Court Register under KRS No. 0000122629, hereinafter referred to as "RADKA POLSKA".

1.2. These GTCS, as approved by Resolution No. 1 of the Management Board of RADKA POLSKA of 21 December 2018, constitute an integral part of any and all sale contracts entered into by RADKA POLSKA, starting as at the aforesaid day, including contracts entered into in form of an order (once all the order terms are agreed and the order is confirmed), each one of which is hereinafter referred to as the "Contract", offered to an entity which purchases goods or services from RADKA POLSKA, hereinafter referred to as the "Buyer".

1.3. These GTCS are available in writing for all Buyers before entering into any Contract on www.radka.pl.

1.4. These GTCS constitute a contractual regulation binding upon the Parties with regard to the sale of goods and services made under a relevant Contract. The Parties to the Contract, i.e. RADKA POLSKA and the Buyer, hereby exclude from their mutual trading relations the application of any other contractual models (such as general terms and conditions of contracts, terms and conditions of sale, supply, contract templates, regulations, etc.) used or applicable by the Buyer.

1.5. The provisions hereof may be amended solely with a resolution of the Management Board, and within individual relations solely with a written agreement, contract, or amended contract signed by both Parties, otherwise null and void. A separate sale contract entered into by the Parties shall exclude the application hereof solely within the extent that is governed by that separate contract otherwise as herein.

1.6. In case of any discrepancies between a signed Contract or agreement and the provisions hereof, the provisions of the Contract shall prevail.

1.7. Should both Parties apply their own general or specific terms and conditions of sale, purchase, supply, etc. (hereinafter referred to as the GTC) in economic relations with their respective business partners and should their application within a Contract be allowed by RADKA POLSKA under individual, written arrangements with the Buyer, the provisions of the said GTC applicable by the Buyer shall be binding upon the Parties within the extent that may be reconciled herewith. In case of any contradictions between these GTCS and the Buyer's GTC, the clauses excluding each other shall be deemed non-binding (Article 3854 of the Civil Code), and in case of any discrepancies between the two, the provisions of these GTCS shall prevail.

1.8. A supplement hereto shall be the generally applicable INCOTERMS (International Commercial Terms), specifying the terms of sale, the application of which is a global standard, in the version applicable as at the date of the Contract.

§ 2

DEFINITIONS

The terms used herein shall have the following meanings:

2.1. Seller – RADKA POLSKA Sp. z o.o., [address:] ul. Akacjowa 17, Błonie, 55-330 Miękinia, NIP [Tax ID No.]: 894-26-90-776, KRS [National Court Register] No.: 0000122629.

RADKA Polska Sp. z o.o.

ul. Akacjowa 17, Błonie | 55-330 Miękinia-Błonie | woj. Dolnośląskie | info.pl@radka.eu
NIP: 894 26 90 776 | REGON: 932676807 | KRS: 0000122629

2.2. Buyer – an entrepreneur, i.e. a natural person pursuing business, a legal person or an organisational unit with no legal personality, as specified from time to time individually in the Contract with the Seller.

2.3. Order – an intent to purchase products expressed by the Buyer in writing, with indication of the name of the Buyer's Authorised Person who places the Order, delivered to the Seller in person, by traditional mail, courier mail, or electronic mail, including at least the following: the details of the Buyer necessary to issue an invoice, a NIP [Tax ID No.] or an equivalent thereof, **the date of the Seller's current offer to which the Order is made**, the name of the good or service ordered, including its trade name or alphanumeric code from the offer, specific designation or parameters thereof (if any), quantity, manner, place and date of delivery/pickup of the goods or services, and contact details of the contact persons.

2.4. Order Confirmation – a written declaration of the Seller that the Order is accepted, with indication of the name of the Seller's Authorised Person who confirms the Order, delivered to the Buyer in person, by traditional mail, courier mail, or electronic mail, provided to the Buyer following the receipt of an Order, including the price of the goods, subject to Clause 4.5. below, the total value of the goods ordered, the completion time, the place and terms of delivery/pickup, payment terms, and any other additional individual arrangements as specified in the Order, and the details of the Buyer as specified in the Order. In case of any discrepancies between the Order and the Order Confirmation, the details specified in the Order Confirmation which the Buyer have received and failed to object to in writing upon receipt shall be deemed binding upon the Parties and reflecting their respective intents, as a modification of the Order.

2.5. Contract – any written agreement between the Seller and Buyer specifying their mutual rights and obligations, including these GTCS, the Order and the Order Confirmation and these GTCS.

2.6. Payment Due Date / Payment Time Limit – the time agreed by the Parties in the Contract within or at which the Buyer shall be obliged to pay the price of the ordered goods or services.

2.7. Goods – movables available in the Seller's trade offer for which the Buyer expressed their purchase intent in writing.

2.8. Services – services relating to the handling of the sale of Goods, including in particular delivery of Goods to the Buyer, preparation of the relevant batches of Goods for loading, special packaging, etc.

2.9. Parties – the Seller and the Buyer, as referred to collectively.

2.10. Party's Authorised Person – a person placing or accepting Orders respectively (including an employee or a person working for the Party otherwise than based on an employment contract, dealing usually with orders and their completion) on behalf of the Party whom they refer to. Such person shall be deemed authorised by the Party to place and accept declarations of intent concerning Orders and Order Confirmations as well as negotiate additional or non-standard contractual terms as every person active in the premises of the entrepreneur within the meaning of Article 97 of the Polish Civil Code.

2.11. Written Form / In Writing – whenever herein written form is referred to, it shall mean, apart from the traditional written form, also email, a scan sent by email, fax, but excluding a text message, unless otherwise expressly stated in the GTCS. The written form herein shall be from time to time deemed to include the proviso "otherwise null and void".

§ 3

ENTERING INTO AND PERFORMING CONTRACTS

3.1. Any and all information placed on the Seller's website, in various catalogues, brochures, adverts or other publications, shall not constitute an offer within the meaning of the provisions of the Polish Civil Code addressed to anyone, even if it is provided with a description of the properties and price. Publications concerning the products offered by the Seller are for information purposes only, and models and samples provided by the Seller are for information and advertising purposes only. The technical details provided in the publications may be amended at any time depending on the details received from the producer of the Goods.

3.2. A condition for an effective entering into the sale Contract is for the Buyer (the Buyer's Authorised Person) to place a complete Order in Written Form and a complete Order Confirmation by the Seller (the Seller's Authorised

Person) in Written Form. An Order Confirmation in Writing means that the Seller has received and accepted the Order. The mere placing of an Order by the Buyer shall not be binding upon the Seller, and the lack of answer of the Seller shall not mean the tacit acceptance of the Order.

3.3. The Seller may withhold the completion of the Order and the sale if in doubt as to whether the details included in the documents referred to in Clause 3.2. above are true, if they are incomplete, or if the Buyer has failed to make any payment according to the terms of the Order Confirmation, and in particular: payment for the Goods, the Service, advance payment of the full Order price or part thereof or payment of an instalment. The completion of the Order shall be withheld for the time of the said impediment and shall not entail any negative legal effects for the Seller.

3.4. Cancellation of the Order by the Buyer, including such that has already been confirmed by the Seller, shall be allowed solely in exceptional cases, following a Written, mutual agreement concerning the reasons and terms of cancelling the Order with the Seller and solely before the Seller starts completing the Order. The Seller shall have the right to burden the Buyer with the actual costs arisen from the moment of placing the Order to the moment of cancelling the Order, which, however, may not exceed the value of the Order.

3.5. The Seller shall be not liable for failure to perform or improper performance of an obligation, if it results from sudden, accidental circumstances relating to the forces of nature or events in the world which are beyond the control of the Seller (**Force Majeure**). In particular, the foregoing concerns the following situations: strikes, terrorist acts, wars, problems with supplies, transport, manufacturing, production, lack of raw materials or energy, failures or breakdowns in the facility, situations resulting from the actions of legislative or executive authorities, which could not have been predicted, as well as any natural disasters, or for the effects of such events, and in particular: damage and lost profits in form of, among others, lost income, lost consideration, loss of data, etc. Furthermore, the Seller shall be not liable for any damage that the Buyer could have prevented by complying with the information included in the user manual by the producer and provided to the Buyer during training. In such situations, the Buyer shall have no right to any claim for redressing damage. If the obstacle resulting from Force Majeure is longer than 3 months, each Party shall have the right to rescind the Contract, which rescission requires the Written Form, and provided that the Parties return to each other everything that they have received from each other in connection with entering into the Contract. In case of a total or partial loss of the supply sources by the Seller after the Contract has been entered into, the Seller shall not be obliged to satisfy the demand from other suppliers.

§ 4

OTHER ARRANGEMENTS

4.1. In case of doubts, it is hereby agreed that the price of the Goods resulting from the Order Confirmation shall be binding upon the Parties, unless otherwise arranged by the Parties at a later time in Writing, with a proviso that if the price of the Goods is raised by the producers after the Buyer has received the Order Confirmation, the Seller shall have the right and shall be authorised by the Buyer to charge a price for the Goods delivered which includes the increased price of the producer (plus the markup).

4.2. The prices provided by the Seller are net prices to which the goods and services tax (VAT) shall be added according to the rates applicable as at the invoice date.

4.3. The basis to calculate the price are the Seller's prices applicable as at the delivery date. In case of a change in the exchange rate of the Polish currency (PLN – Polish zloty) to the euro occurring in the period between the placing of the Order and the delivery date, the Seller shall have the right to update the price according to the changed exchange rate of the Polish currency to the euro which occurred at the said time, without the need of arranging it additionally with the Buyer, apart from providing the appropriate price on the invoice. The reference rate for the purpose of determining the changes in the exchange rates shall be the average exchange rate published by the National Bank of Poland or, depending on the individual arrangements with the Buyer specified in the Order Confirmation, the average exchange rate of the euro in Raiffeisen Bank SA or PKO BP SA applicable as at the Goods delivery date shall.

4.4. The prices shall be calculated according to the quantity, weight and size as specified at the dispatch place.

§ 5 PAYMENTS

5.1. The Buyer shall be obliged to pay the amount due for the sale of the Goods within the time limit or at the date specified on the invoice.

5.2. The payment date shall be deemed to be the date when the payment is credited to the Seller's bank account specified on the invoice.

5.3. Should the Buyer fail to make the payment on time, the Seller shall have the right to interest for delay in commercial transactions at the amount applicable from time to time pursuant to the Polish Act of 8 March 2013 on Payment Time Limits in Commercial Transactions (Journal of Laws of 2016, item 684). Notwithstanding the foregoing, the Seller shall have the right to request an advance payment for the Goods ordered in the next Orders confirmed and accepted, otherwise the next deliveries may be withheld until the amounts past due are paid or the advance payments are made, which withholding shall have no negative legal effects for the Seller as arising out of reasons completely beyond the control of the Seller.

5.4. Unless the Parties agree otherwise in Writing, the payment for the Goods ordered shall be made without any unilateral deductions or mutual set-offs (bilateral or multilateral).

5.5. Filing a complaint shall not release the Buyer from the obligation to pay for the Goods within the prescribed time limit.

§ 6 DELIVERIES

6.1. The Seller shall be obliged to deliver the Goods at the place and time agreed in the Contract, provided the Seller's suppliers make timely supplies of correct products in terms quantity, type and quality.

6.2. The Seller shall not be liable for any damage or costs (direct or indirect) that may arise from the Buyer's claims due to the failure to perform or improper performance of the Contract with regard to the delivery or delays in delivery caused by the actions of the transport company other than the Seller themselves or such for which the Seller is not responsible.

6.3. Delivery times agreed by the Parties may change in case of events for which the Seller is not responsible and the Buyer shall have no right to any claims against the Seller due to the foregoing.

6.4. If the Buyer, contrary to the provisions of the Contract entered into, prolongs the agreed delivery time or refuses to accept the Goods, the Seller shall have the right to burden the Buyer with the transport costs and the costs of storing the Goods for the entire time of the prolongation or refusal to accept the Goods.

6.5. If the Buyer's delay in picking up the Goods exceeds 14 calendar days or if the Buyer refuses to accept the Goods at all, the provisions of Clause 3.5. and 6.4. shall apply.

6.6. The Buyer shall be obliged to inspect the delivered Goods against compliance with the Contract immediately upon delivery. In particular, the Buyer shall be obliged to inspect the following: the condition of the parcel and the quality, quantity and type of the Goods delivered, as well as to make a report of Goods damage, if any, upon the receipt and give that report to the driver of the transport company, as well as report the Buyer's reservations in this regard immediately (i.e. no later than on the 7th working day) to the Seller and make a discrepancy report. The Seller shall have the right to inspect the damage reported at the delivery place.

6.7. The Seller shall have the right to make partial supplies. Deviations in the supplies of +/-10% as compared to the Contract shall be allowed.

6.8. If the delivery time is specified in the Contract as "immediate", it shall be deemed to equal 14 calendar days.

6.9. In case of any delays in delivery for reasons attributable to the Seller, the Buyer shall be obliged to designate in Writing an additional time limit of at least three weeks for the Seller to complete the delivery.

6.10. Unless otherwise agreed by the Parties, the Goods of the Seller shall be delivered in the producer's original and intact packaging, and shall be processed exclusively by the Buyer.

6.11. The Seller shall have the right to rescind the Contract, if between the Contract date and the delivery date the state authorities of Poland or the country of origin of the Goods increase the existing or introduce new public levies, including customs duty or taxes, on the import or distribution of the Goods for which the Buyer gives no consent to cover them. In such a case, the provisions of Clause 3.5. above shall apply.

§ 7

OWNERSHIP RIGHT

7.1. The Seller hereby reserves the ownership right to the Goods sold until the price for the Goods resulting from the Contract is paid in full, the effect of which is that the Seller shall remain the owner of the Goods until the amount due for the Goods delivered and other amounts due under the Sale Contract are paid, regardless of the storage place or compounding with other items.

7.2. In case of processing of the Goods to which the ownership right appertains to the Seller pursuant to Clause 7.1. above, the Seller shall act in the capacity of the producer and acquire the right to the newly made goods.

7.3. If the reserved Goods are subject to processing, compounding or mixing with goods belonging to third parties, the Seller shall have the right to request liquidated damages from the Buyer at the double amount of the contractual value of the Goods subject to the modifications referred to above, which liquidated damages shall be payable within 7 days of the receipt of a written request for payment from the Seller.

7.4. Upon the instigation of bankruptcy or composition proceedings against the Buyer, the Buyer shall be obliged to label the Goods in a manner that clearly indicates the reservation of the ownership right for the benefit of the Seller.

7.3. The Seller shall be obliged to store the Goods with the Seller's reserved ownership right at the Buyer's own cost and with merchant's reasonable care, and insure the Goods at the Buyer's own cost from typical storage-related risks, including damage to or loss of the Goods, with the Seller as the sole beneficiary. For the event when an insurance case occurs, the Buyer hereby assigns all future claims under the said insurance policy to the Seller, undertakes to provide to the Seller the policy and all related documents immediately upon entering into the insurance contract, sign any other documents if they prove to be necessary to ascertain claims under the policy, and should the Buyer receive any damages from the policy the Buyer undertakes to transfer them to the Seller's bank account within three calendar days, without any additional requests for payment. In case of refusal to pay out the insurance for the damaged or lost Goods and in case of failure to enter into an insurance contract as prescribed above, the Buyer shall be obliged towards the Seller to take full liability for damages for the lost or damaged Goods.

7.4. Should the Buyer resell the Goods with the reserved ownership right for which the Buyer failed to pay to any third parties, the Buyer shall be obliged to indicate the Seller's bank account specified on the last invoice as the account for payment for the Goods, otherwise the Buyer shall be obliged to pay liquidated damages to the Seller at the amount of the value of the reserved Goods that they disposed of otherwise as specified above. The Buyer, however, shall have no right to dispose of the Goods otherwise, including no right to establish a pledge on them, assign any amounts due (including future ones) from the sale of the Goods to third parties, or transfer the Goods or the amounts due to secure any other claims.

7.5. In case of any delay of the Buyer in payments, the Seller shall have the right to request that the Goods be released, without designating any additional payment time limit or rescinding the Contract, which means that the payment obligation shall be still existent, and furthermore, the Seller shall have the right to burden the Buyer with the costs of any additional transport and storage of the Goods until the payment for the Goods is made at the amount agreed.

§ 8

COMPLAINTS, SELLER GUARANTEE, STATUTORY WARRANTY

8.1. Due to the fact that the Seller is not the producer of the Goods and makes no alteration, processing of or any other interference with the Goods, the Seller hereby represents and the Buyer acknowledges and accepts that the

Seller grants no guarantee for the Goods sold, and the only entity granting the guarantee for their products which in the relations between the Parties are the Goods is solely the producer of the Goods specified, depending on the type of the Goods, either on the website of the Seller www.radka.pl or on the packaging of the Goods. The guarantee terms and conditions of the Goods of a specific manufacturer (if manufacturer's guarantee is granted) are available on that manufacturer's website a link to which is provided on the website www.radka.pl, with the proviso that the Seller shall be not liable for the content of the guarantee terms and conditions or of any information whatsoever concerning the Goods of the particular producer placed on their websites listed on www.radka.pl.

8.2. The Parties unanimously represent that any claims due to guarantee may be sought by the Buyer solely from the producer of the Goods as specified in the guarantee document, **however, for the convenience of the Buyer, it may be done via the Seller**. The Buyer shall be obliged to notify the Seller immediately of any found quality inconsistencies of the Goods delivered, in Writing (including email). The Seller shall notify the Buyer of the manner to handle the complaint within 30 days of the receipt date of the official report.

8.3. The Buyer hereby acknowledges and undertakes to inspect the Goods immediately upon delivery and to report immediately, and no later than within one week of the Goods delivery date, and in Writing any inconsistencies of the delivered Goods against the Contract. In the case of partial deliveries, the aforesaid obligation shall regard every single part of the delivery.

8.4. A complaint, if any, within the extent specified in Clause 8.2. shall not authorise the Buyer to suspend payments for the Seller of amounts due or to refuse to accept next deliveries.

8.5. If the Seller receives any timely and reasonable complaint concerning the nonconformity of the delivery to the Contract, the Seller shall send the missing part of the Goods or deliver the Goods actually ordered instead of the other delivered ones. Other claims of the Buyer due to the foregoing shall be excluded. If the Seller is not capable of meeting the said requests due to reasons beyond their control (e.g. lack of goods), the Buyer shall have the right to rescind the Contract with regard to the uncompleted part. Other claims due to foregoing shall be completely excluded.

8.6. The application of Articles 556 et seq. of the Polish Civil Code shall be completely excluded in the relations between the Parties.

§ 9

TRADE SECRET

9.1. The Buyer hereby represents and acknowledges that within the term of the Contract and following termination thereof without any time limitation, the Buyer shall undertake not to disclose, provide or use without the Seller's consent expressed in Writing any information or documents constituting the trade secret of the Seller (Confidential Information), to any third parties, however provided (whether verbally, in writing, in form of documents or otherwise) or recorded and regardless of their form, provided by the Seller in connection with the Contract, concerning the enterprise or business activity of the Seller, received as a result of the commercial or other type of cooperation with the Seller (Trade Secret).

9.2. Furthermore, the Buyer shall undertake to use the information referred to in Clause 9.1. exclusively for the purposes specified in the arrangements of the Parties in connection with the entering into and performance of the Contract, disclose the Confidential Information exclusively to those employees and associates for whom it is necessary to perform their tasks and only to the extent necessary, undertake any and all necessary steps to ensure that no recipient of the Confidential Information discloses the Information or its source, whether in full or in part, to third parties without the Seller's previous express consent made in Writing. The Buyer shall be liable towards the Seller for the actions of those persons as for the Buyer's own actions.

§ 10

FINAL PROVISIONS

10.1. The Contract and the contractual relations between the Parties shall be governed by and interpreter in accordance with the Polish law exclusively.

10.2. The Contracts, GTCS and any other documents applicable in the sale process shall be made in the Polish language, and should other language versions be made and doubts arise, the provisions and regulations of the Polish version, as the only original one, shall be deemed exclusively binding.

10.3. Entering into a Contract governed by the GTCS shall mean that the Buyer has read the GTCS and accepts them without reservations.

10.4. In matters not regulated herein, the provisions of the Polish Civil Code shall apply.

10.5. Should any provision hereof be found invalid, it shall not affect the validity of the remainder hereof.

10.6. The Parties shall strive to resolve amicably any and all disputes arising out of or in connection with the performance of the Contracts entered into. Should it be impossible to resolve a particular case amicably, the matter shall be subjected to adjudication by the court having the jurisdiction over the City of Wrocław.

10.7. These GTCS exclude the application of the United Nations Convention on Contracts for the International Sale of Goods made in Vienna on 11 April 1980 (Polish Journal of Laws of 1997, No. 45, item 286) pursuant to Article 6 thereof.