

Czeladź, August 7, 2024

General Terms and Conditions

PORTWEST POLSKA Sp. z o.o.

41-200 Czeladź, ul. Wiejska 49, KRS: 0000282012, NIP: 9542598613

§1 - definitions

The terms used in this document shall mean:

- 1) Contract - the contract between the Supplier/Seller and the Customer for the sale or supply of the Goods in accordance with these Conditions;
- 2) Supplier - Portwest Polska Sp. z o.o. with registered office in Czeladź, KRS: 0000282012, NIP: 9542598613;
- 3) Customer - means the person or firm placing an order with Portwest Polska Sp. z o.o.
- 4) Personalised product - a product created to the Customer's order, having non-standard features in accordance with the Customer's order - a product tailored to the Customer's expectations, e.g. adding a logo, patch, Customer's name to the standard product offered by the Supplier. The manufacture of a personalised product requires the specification of that product, for which the Customer is responsible;
- 5) Order - an order placed by the Customer with the Supplier, including an order placed electronically - via the applicable purchasing platform;
- 6) Goods - a product offered by the Supplier, interchangeably referred to as a product,
- 7) Force Majeure Event – an event unforeseen or circumstance beyonds a party's reasonable control including without limiting the generality of the foregoing, phenomena, events or circumstances affecting the performance of the contract, in particular the occurrence of natural disasters, martial law, states of emergency, epidemics or epidemic threats, strikes, etc,

§2 - scope of application, personalised products

1. This document (the General Terms and Conditions of Business (GTCs)), shall apply to each Contract with a Customer, unless other (individual) terms and conditions of cooperation between the parties have been agreed in writing under pain of nullity, whereby the applicability of the GTCs is excluded.
2. The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions. The Customer is responsible for ensuring the completeness and accuracy of the Order placed.
3. The Order shall only be deemed to have been accepted - under pain of nullity - if the Supplier has issued an acceptance of the Order via the purchasing portal or in writing. The contract is concluded upon acceptance of the Order.
4. Any samples, drawings or advertisements presented by the Supplier and illustrations contained in the Supplier's catalogues or brochures are for the sole purpose of giving an approximate idea of the Goods - they are for illustrative purposes only and are non-binding.
5. The Supplier's quotations are valid for a period of ninety (90) days from the date of issue of the quotation, unless the Supplier specifies a different (shorter or longer) period when presenting the quotation.
6. In the case of Personalised Products to be manufactured in accordance with the Specifications provided by the Customer, the Customer shall indemnify the Supplier against all liability for infringement of intellectual property rights to the extent that the performance of the contract in accordance with the Specifications has infringed or may have infringed the rights of third parties. In the above-described situation, the Customer shall be solely liable for all damages and costs resulting from the infringement of third-party rights and shall enter into any possible proceedings as a defendant or participant.
7. In the case of Personalised Products to be manufactured in accordance with a Specification provided by the Customer, the Supplier shall not be liable for this Specification and the effect of the work based on it, as long as the Supplier manufactures the product in accordance with the Specification. In particular, the Customer shall be solely responsible for the quality and accuracy of the Specification, graphics, logos, illustrations etc.
8. The Supplier may refuse to manufacture Personalised Products if manufacturing them in accordance with the Specification would be contrary to the requirements of law. In the situation described, the Supplier shall not be liable to the Customer for damages.

§3 - delivery of Goods.

1. The Supplier will despatch the ordered Goods to the Customer's address, or such other address as the parties may agree. It is

the Customer's responsibility to collect the Goods and to provide assistance in unloading them.

2. The Customer's first order from the Supplier must be paid in full prior to despatch of the Goods or, if the Supplier agrees, may be sent cash on delivery (payment on delivery). In the case of subsequent orders by the Customer, the date of payment may be determined on an individual basis upon receipt of the Order. This date shall be set by the Supplier and communicated to the Customer.

3. Any delivery dates provided by the Supplier are given as approximate - forecast dates only. The Supplier shall in particular not be liable for any delay in delivery of the Goods caused by a Force Majeure Event, the Customer's failure to comply with any of the provisions of the GTC, or the Customer's failure to give the Supplier proper delivery instructions or any other instructions in relation to the delivery of the Goods.

4. If the Supplier delivers up to and including 3% more or less Goods than ordered under the Order, the Customer may not refuse to accept the Goods, but upon notification received by the Supplier from the Customer, within 3 business days from receipt of the Order, that the wrong quantity of Goods has been delivered, an adjustment will be issued by the Supplier to the invoice issued to the Order - in accordance with the quantity of Goods actually delivered. It is then the responsibility of the Customer to make payment according to the corrected invoice.

5. The Supplier may deliver the Goods in instalments, which will be invoiced and paid for separately. Any delay in delivery or defect in one instalment (delivery instalment) shall not entitle the Customer to cancel the other part of the Order.

§4 - liability of the Supplier

1. The Supplier shall be liable to the Customer on the basis of warranty, which shall remain limited in accordance with the provisions of the GTC set out in clause 2 below

2. The Supplier shall not be liable to the Customer under warranty if a defect in the Goods:

- 1) results from use of the Goods not in accordance with the instructions as per the user booklet,
- 2) results from non-compliance with the recommendations for the maintenance of the Goods contained in the Instructions or other notices of the Supplier,
- 3) concerns Goods previously repaired by the Customer or a third party,
- 4) relates to Goods which have been altered, modified by or on behalf of the Customer,
- 5) arises as a result of normal wear and tear, wilful damage, negligence or improper storage or operating conditions.

3. The Customer taking delivery of the Goods shall be obliged to verify the condition of the Goods without delay and to notify the Supplier by way of a complaint of defects in the Goods - no later than within 3 days of taking delivery of the Goods. If, on the other hand, a defect in the Goods was not apparent on reasonable inspection, the Customer is obliged to make a complaint within 3 days of the discovery of the defect. Notification of a defect requires evidence of the defect, in particular a description of the defect and photographs or other authoritative evidence. Notification of the defect after the expiry of the aforementioned deadlines or without adequate evidence of the defect shall be tantamount to releasing the Supplier from liability under the warrant

4. If the Customer's complaint is upheld, the Supplier shall decide - at its option to:

- 1) to repair the Goods,
- 2) replace the Goods with defect-free Goods,
- 3) reduce the price,
- 4) refund the entire purchase price.

5. In the event that the complaint is accepted and the Supplier decides to refund the price, the Customer shall deliver the Goods complained about to the address indicated by the Supplier.

6. The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

7. The Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

§5 - product samples

Where the Customer requests (and the Supplier agreed to provide) samples of Goods, the Supplier shall be entitled to invoice the Customer the full price of such samples upon dispatch. Such invoice will be credited provided that the Customer returns the relevant items at its own expense in unused and undamaged condition within 30 (thirty) days of delivery. If the relevant items are not so returned, the Customer will become immediately liable to pay the amount invoiced.

§6 - price and payment

1. The price of the Goods shall be:
 - the price confirmed on acceptance of the order or, if the price is not stated therein, the price set out in the Supplier's published Price List in force at the date of dispatch of the Goods; plus
 - any small order charge which is payable in accordance with the provisions set out in the Supplier's price list from time to time
2. The price of the Goods includes the cost of delivery of the Goods by the Supplier's nominated courier by standard courier service. Where the Customer has requested, and the Supplier has agreed, to provide a special (non-standard) delivery service for the Goods, the Supplier shall inform the Customer of the additional cost and the price of the Goods shall be increased accordingly by such cost.
3. The Supplier may, by notifying the Customer at any time prior to dispatch of the Goods, increase the price of the Goods to reflect any increase in the cost of the Goods which may be caused by one or more of the following circumstances:
 - 1) any factors beyond the Supplier's control (including currency fluctuations, increases in taxes and duties, the imposition of new tariffs and increases in the cost of labour, materials and other production costs);
 - 2) any request by the Customer to change delivery dates, quantities or types of Goods and Specifications ordered;
 - 3) any delays caused by the Customer's instructions or failure to provide the Supplier with adequate or accurate information or instructions.
4. The price of the Goods is exclusive of amounts in respect of taxes (including but not limited to value added tax (VAT), whether payable in Poland or in the country of delivery of the products, which the Customer shall be additionally obliged to pay to the Supplier at the prevailing rate, subject to receipt of a valid VAT invoice.
5. The Supplier shall invoice the Customer for the Goods on the date of acceptance of the order or at any time after acceptance of the order.
6. The Customer shall pay for the Goods in full before delivery of the Goods unless the Supplier has expressly and documentedly agreed to a later date for payment.
7. The Supplier may agree to later payment than before delivery, in particular where:
 - 1) the Customer has an approved credit account with the Supplier,
 - 2) the price of the Goods, when added to all other amounts owed by the Customer to the Supplier, is within the trade credit limit granted by the Supplier to the Customer.
8. In the case of agreement to a later payment - its term shall not be longer than 30 days from the date of delivery of the Goods to the Customer. To be valid, consent to a later payment shall require an email confirming the arrangements as to the payment date or an appropriate letter to that effect.
9. If the Customer fails to make any payment due to the Supplier under the Contract by the due date set out in the invoice, then the Customer shall pay to the Supplier interest on the overdue amount at the statutory rate of interest for delay in a commercial transaction and the legal costs of pursuing the claim (if any). Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount.
10. Without requiring prior notice to the Customer, the Supplier may, at its discretion, withdraw any discount arrangements that are applied to purchases made by the Customer.
11. Without requiring prior notice to the Customer, the Supplier may at its sole discretion cancel any pre-approved credit account or reduce the credit limit on that account.
12. The Customer shall pay to the Supplier all amounts due under the Contract in full without any deduction being applied.
13. The Supplier may at any time, without limitation, apply a set-off (offset) against the Customer - any amounts due to the Supplier from the Customer against amounts due to the Customer from the Supplier.

§7 - Customer declarations

The Customer hereby represents and warrants that:

- 1) it is not on any list of restricted (sanctioned) persons or entities of any member state of the European Union, the Government of the United States of America, the United Nations (collectively, the "Sanctions Lists") and is not owned or controlled by persons or entities subject to such lists,
- 2) the receipt and/or transport and/or delivery of the Goods to its intended destination and/or end users will not constitute a breach or violation by the Supplier of any applicable laws and regulations, including sanctions/embargo/export control laws (including those of the European Union, the United States of America and the United Nations - where applicable) and will also not expose the Supplier to any sanctions or penalties imposed by any state, international organisation or other competent authority,
- 3) it is not in bankruptcy or liquidation, and that its economic situation does not support a declaration of bankruptcy, the opening

of liquidation or the implementation of reorganisation, sanctioning, restructuring or similar proceedings.

§8 - termination of contract

1. Without limiting its other rights, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- 1) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- 2) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 3) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 4) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause par. 8 (1) point 1 to clause par. 8 (1) point 4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

3. Without limiting its other rights, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

4. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

5. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

6. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

§9 - Title and risk

1 The risk in the Goods shall pass to the Customer on completion of delivery.

2 The ownership ("Title") to the Goods shall not pass to the Customer until the earlier of:

- 1) the Supplier receives payment in full of the whole price (principal amounts and incidentals) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case Title to the Goods shall pass at the time of payment of all such sums; and
- 2) the Customer resells the Goods, in which case Title to the Goods shall pass to the Customer at the time specified in clause par. 9 (4).

3. Until title to the Goods has passed to the Customer, the Customer shall:

- 1). store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 2) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 3) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 4) notify the Supplier immediately if it becomes subject to any of the events listed in clause par. 8 (1)
- 5) give the Supplier such information relating to the Goods as the Supplier may require from time to time and
- 6) hold the Goods on a fiduciary basis as the Suppliers bailee;

4. The Customer may resell or use the Goods in the ordinary course of its business before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

§10 - final provisions

1. All technology and know-how, whether patented or not, which relate to the Goods and all industrial and intellectual property rights relating to the Goods shall remain the exclusive property of the Supplier or its associates to whom such rights belong.

2. Neither party to the Contract shall be liable for any delay in performance or failure to perform any of its obligations under the Contract if such delay or failure is due to a Force Majeure Event.

3. In no event shall the Supplier be liable to the Customer for any loss of profit or any indirect or consequential damages arising

out of the Contract.

4. The Supplier's total liability to the Customer for any damage arising out of or in connection with the Contract shall in no circumstances exceed the price of the Goods which caused the damage.

5. The Supplier may at any time assign, transfer, pledge, charge, sub-contract or otherwise dispose of all or any of its rights or obligations under the Contract.

6. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

7. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all previous agreements, promises, assurances, declarations and understandings between them, written or oral, relating to its subject matter.

8. All written declarations of the parties, in order to be effective, must be sent to the address of the Supplier and the Customer, respectively, shown in the relevant register of entrepreneurs (CEiDG or KRS).

9. Once the Customer has placed an order, he/she is not entitled to cancel it, unless the Supplier through an authorised employee agrees to accept the cancellation of the order, and this decision will be confirmed in writing under pain of nullity.

10. Any representations of the Supplier relating to the executed Contracts made by e-mail shall be effectively made provided that they are made by authorised employees of the Supplier from the e-mail address in the domain: @portwest.pl or @portwest.com.

11. The contracts concluded on the basis of these GTCs shall be governed by Polish law.

12. Any disputes of the parties which may arise in connection with contracts concluded pursuant to these GTCB shall be submitted to the common courts having jurisdiction over the Supplier's registered office.

13. Terms and Conditions are available on the Supplier website at www.portwest.com/market/legal and the Customer is entitled to inspect any updated Terms and Conditions. The General Terms and Conditions are effective as of September 1, 2024.

14. The placing of an order with the Supplier by the Customer is tantamount to acceptance of these GTCs and constitutes confirmation of familiarisation with them.

15. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

16. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty that is not set out in this agreement.