

General Terms of Sale Foamax Kamil Marjanek

All deliveries of equipment to the Buyer by Foamax Kamil Marjanek shall be made in accordance with the following terms and conditions, unless other terms and conditions agreed in writing have been applied:

§1. General Provisions

The General Terms and Conditions of Sale shall determine the principles of entering into agreements of sale of goods offered exclusively to business entities by Foamax Kamil Marjanek with its registered office in 05-155 Leoncin, Partyzantów 13 Street, entered into the Central Register of Business Activity and Information under NIP 531-163-86-70. The General Terms of Sale, hereinafter also referred to as GTS, are an integral part of all sales agreements of goods carried out by Foamax Kamil Marjanek with other business entities.

3. If a sales agreement contains provisions contrary to GTS, then the provisions of the agreement take precedence in their application.

Whenever these GTS refer to:

a) the Seller - it should be understood as Foamax Kamil Marjanek with the registered office in 05-155 Leoncin, 13 Partyzantów Street, entered into the Central Register of Business Activity and Information under NIP 531-163-86-70;

b) Buyer - it shall be understood as a business entity who has concluded a sales contract with the Seller;

c) Customer - a business entity interested in concluding a sales contract, in particular an entity which requests the Seller to present an offer;

d) Sales Agreement - any agreement concluded between the Seller and the Buyer, confirmed in writing, based on which the Seller undertakes to sell and deliver goods and the Buyer undertakes to collect them and pay the price

e) Goods - devices for fire protection offered by the Seller for sale within the framework of its business activity

f) Offer - an informative document, subject to provisions of § 2 item 2 of GTS, issued by the Seller at the request of the Customer, does not constitute an offer within the meaning of Article 66 of the Civil Code, unless its content states otherwise;

g) Sales Price - an amount specified in the sales contract or order confirmation which includes the price of the goods which the Buyer is obliged to pay to the Seller, increased by the goods and services tax at the rate valid on the date of invoice issue. The selling price includes the cost of delivery of goods, unless the contract of sale provides otherwise. The price may be specified in EUR or PLN.

h) Sale final price - the sale price indicated in the invoice issued by the Seller, increased by the prices resulting from the increase of delivery costs, indicated in particular in § 3 item 4 and § 4 item 8 of GTS or increased by the costs resulting from other consensual arrangements of the Parties.

5. The contract is concluded at the moment of putting signatures by the Seller and the Buyer under the text of the sales agreement made in writing or on the basis of a written confirmation of acceptance of the Buyer's order for execution by the Seller (order confirmation).

6. GTS are given to the Customer for information and acceptance when delivering an offer, and in the case of not preparing an offer - GTS are delivered to the Buyer before the sales contract is concluded, but no later than when placing an order. If the Buyer remains in permanent commercial relations with the Seller, acceptance of GTS at one order shall be deemed their acceptance for all other orders and sales agreements. In the event of change of GTS during a continuous relationship, the Seller shall provide new or changed GTS for the information and acceptance of the Buyer no later than when placing an order, which takes place after the change of GTS. The same applies to the Buyer remaining with the Seller in permanent commercial relations.

7. No written refusal to accept GTS by the Customer or the Buyer immediately after being informed by the Seller and

before conclusion of the sales contract, including before written order confirmation means full acceptance of GTS. It also applies to cases of changes in GTS provisions.

Kamil Marjanek conducting the business activity under the name Foamax Kamil Marjanek with the registered office in 05-155 Leoncin, Partyzantów 13 Street declares that he is married, in which the system of contractual property separation is in force.

§2. Orders

The Seller stipulates that the prices publicly announced and the prices indicated in offers do not constitute the sale price and may be subject to change. Both for the Buyer and the Seller the sales price is specified in the sales contract or order confirmation, which are binding documents.

2. The scope of deliveries by the Seller, in particular with regard to technical specifications, quantity and quality shall be determined solely on the basis of the offer, sales contract or order confirmation.

Specifications in data sheets, brochures, catalogs, etc., are for information only and are binding only insofar as they do not differ from the sales contract, order confirmation or offer.

3. The Buyer shall be solely responsible for verifying the suitability of goods purchased from the Seller for his needs and purposes (including in the case of further resale). Any liability of the Seller for the suitability of goods for the needs and purposes of the Buyer may only result from a separate written agreement.

Unless otherwise agreed, goods sold and delivered by the Seller shall be free from any rights of third parties, including property rights and copyrights only within the territory of the Republic of Poland. In the case of export of goods outside the Republic of Poland, the Buyer is obliged to inform the Seller in writing about the country of delivery and the end user (buyer). If the Buyer fails to do so, the Seller shall not be liable in the event of any legal defects in the country of delivery.

§3. Terms of payment

1. Payment of the final selling price for the goods received shall be made immediately after the invoice is issued or according to the agreed terms of payment. This term in any case is determined in days and is calculated from the date of invoice.

2. The Buyer shall not be entitled to make any deductions from the sale price and the final sale price of his claims against the Seller, regardless of the title of their origin.

3. Invoices should be issued in EUR or PLN including VAT at the prevailing statutory rate.

4. The Seller reserves the right to charge the Buyer an increase in transport costs after confirmation of the order, if it results from causes beyond the control of the Seller.

5. The date of payment of the final sale price by the Buyer shall be the date of crediting the Seller's bank account.

6. In the case of a delay in payment of the final sale price, the Seller shall be entitled, without additional requests, to calculate and demand payment of statutory interest for delay in commercial transactions. The interest for delay is calculated from the day following the date on which the payment deadline expired.

7. In the case of late payment of the final sale price, the Seller shall be entitled to claim, in addition to the principal and interest for delay, also the reimbursement of court costs, enforcement and legal representation. Moreover, the Seller is entitled to claim reimbursement of costs associated with the collection of this debt to an amount not exceeding 10% of the sum of recovered receivables.

8. If the Buyer has fallen into delay with payments of the final sale prices due to the Seller under more than one contract of sale or payments under more than one invoice issued under a single contract of sale, the Seller shall have the right to include any payment made by the Buyer under any receivables first on account of interest for delay, followed by the receivables most due. This provision waives the debtor's rights referred to in Article 451 §1 of the Civil Code. At the same time the Seller reserves the right to make offset (compensation) for other debts and liabilities, in accordance with the provisions of the Civil Code.

9. The Buyer is not entitled to submit a statement of deduction to the Seller.

10. In the event whereby the Buyer is in default with even one payment or part thereof for goods supplied, the Seller shall have the right to put the final sale price payments arising from all sales agreements concluded with the Buyer and invoiced by the Seller, in the state of immediate enforceability, even though the payment dates have not yet passed.

11. The submission of a complaint, including any claims under the guarantee and/or warranty shall not entitle the Buyer to withhold payment for the goods, in whole or in part.

12. The Buyer undertakes to immediately notify the Seller in writing of any change in its registered office or place of residence and address for service of correspondence. Lack of notification shall mean that deliveries made to the address indicated in the order or in signed partnership agreements or other commercial arrangements shall be deemed effective.

13. The Seller stipulates that if the Buyer has not yet made payment for the amount of the final sale price resulting from one or more sales agreements, regardless of whether its due date has already occurred, or if there is reasonable doubt that the amounts due will be paid, the Seller shall have the right to include in the sales agreement or in the order confirmation a condition obliging the Buyer to make an advance payment or to provide other security.

§4. Orders and Deliveries

1. Delivery of goods purchased by the Buyer is executed on the basis of a sales contract or order confirmation.

2. The order should be submitted in electronic form (e-mail) or in writing. The order should include, in particular, the exact name and address of the Buyer, specification of the goods along with catalog numbers provided in the offer by the Seller, the Seller's offer number, quantity of the ordered goods, date, place of delivery, name, surname and phone number of the contact person for the delivery, as well as form and date of payment agreed with the Seller. The order should be submitted by a person authorized to place orders on behalf of the Buyer. The order may contain other provisions individually agreed with the Seller.

3. The Seller may accept the order in full or in part. If the Seller confirms the acceptance of an order for processing, it shall specify the quantity and type of goods that are subject to sale, the date of processing, the selling price, i.e. the price of goods and the cost of delivery, terms of payment and delivery date. Order confirmation may contain other provisions individually agreed with the Buyer.

4. Execution dates and delivery dates are not binding unless they have been expressly guaranteed by the Seller in writing under pain of invalidity.

5. Delivery date shall be counted from the time of conclusion of the sales contract, unless after its conclusion the parties renegotiate or amend any of its provisions, in which case the delivery date shall be counted from the time when all details of the contract have been accepted.

6. Deliveries - even DDP - are at the Customer's own risk.

7. It shall not constitute improper performance or non-performance of the contract of sale to exceed or change the date of execution and delivery for reasons beyond the Seller's control, in particular for reasons attributable to the manufacturers of goods and third parties dependent on or related to the manufacturers, the Buyer and third parties

dependent on or related to the Buyer, extraordinary and difficult to predict circumstances or events, including force majeure, strikes, acts of war, exceptional weather conditions. In the event of a delay in delivery for reasons beyond the Seller's control, the agreed delivery time shall be extended by the duration of the impediment. Only if the agreed delivery date is exceeded by more than 10 weeks, the Buyer shall be entitled to withdraw from the contract. Withdrawal from the contract must be in writing in order to be valid. Previously, the right of withdrawal exists only if the Seller makes a statement to the Buyer, in writing under pain of invalidity, for reasons beyond his control and not attributable to him, that the subject of the contract of sale cannot be implemented in whole or in part. The statement must be justified. In case of partial impossibility of implementation of the sales contract, the Buyer has the right to withdraw from the contract only in that part, unless the remaining part that can be implemented lost all economic importance to the Buyer because of the purpose or use of the goods.

8. The Buyer is obliged to unload the delivered goods within 2 hours from the arrival of the truck at the place of delivery. If the Buyer fails to unload within the aforementioned time, he shall bear the costs of vehicle downtime. The Buyer has the right to indicate an additional, alternative place for unloading the car with goods. The cost of unloading the car at the additional unloading place shall be borne by the Buyer. If delivery of goods to the additional unloading place results in longer transport route or its significant change, then additional transport costs shall be borne by the Buyer. In the case of deliveries made on request of the Buyer with a special crane truck, the Buyer shall pay according to the tariff applicable to such deliveries or according to separate provisions concluded with the Seller in writing under pain of invalidity. Separate provisions shall then form an integral part of the contract of sale.

9. The Seller reserves the right to make partial deliveries when this is justified by the goods covered by the contract of sale or justified by other actual or legal circumstances.

10. The receipt of goods by the Buyer shall be confirmed by a delivery and acceptance protocol.

11. The Buyer shall be obliged to examine the goods and report to the delivery and acceptance protocol any and all revealed defects and inconsistencies with the concluded sale agreement under pain of losing the right to claim physical defects, to the extent that unreported defects and inconsistencies were possible to detect by the Buyer already on the date of acceptance of the subject of sale.

§5. Acceptance

1. The Buyer is obliged to accept the goods immediately after notification that they are ready for collection. In a situation where the Buyer fails to collect the goods, he bears the risk of accidental loss or damage to the goods and is obliged to cover any costs incurred by the Seller in connection with the failure to collect the goods, in particular the costs associated with storage, transportation, securing the goods.

2. In case of returning the goods, Seller reserves the right to deduct 25% of the value of the final sale price. The Buyer agrees to return the goods undamaged. In case of any damage to the goods the Seller has the right to claim compensation on general terms in excess of the amount equivalent to 25% of the final sale price.

§6. Reservation of title

1. The ownership of the goods passes to the Buyer upon full payment of the final selling price for the goods, within the time limits specified in the sales contract (reservation of the property of the sold goods - Article 589 of the Civil Code).

2. If the Buyer fails to make payment within the specified time, the Seller has the right to request the Buyer to return the goods unpaid. Transport costs are entirely the responsibility of the Buyer. The Buyer is also responsible for damage or accidental loss of goods.

3. If the Buyer fails to deliver the goods by the specified date, the Seller shall have the right, without separate request, at the expense and risk of the Buyer to collect the goods from the Buyer and deliver them to his own premises (substitute performance).

4. The Seller may also demand payment of remuneration if the goods have been used up or damaged. If the value of goods returned by the Buyer or collected by the Seller at the expense and risk of the Buyer (substitute performance) is lower than the final sale price to be paid by the Buyer, the Seller may demand payment of the amount to compensate for the loss of value of the goods - compensation.

5. The Seller reserves the right to further use of returned or collected goods after charging the Buyer with costs arising from their use or damage during their exploitation by the Buyer.

6. Until the transfer of ownership of goods to the Buyer, the Buyer undertakes to maintain the goods in proper technical condition (not deteriorated) at his own expense and use them as intended.

7. The Buyer undertakes to insure the goods at its sole expense against fire, water and theft, and if necessary, at its own expense to maintain the goods and their timely maintenance. The Buyer shall be obliged to store separately and appropriately mark the goods with reservation of ownership.

8. The Buyer may use the reserved goods as long as he is not in arrears with payment of the selling price to the Seller. Goods subject to retention of title may not be resold, pledged or used as collateral.

9. The Buyer grants the Seller a security interest on any proceeds that the Buyer has received from third parties as a result of concluding any binding agreements relating to or involving the goods, as well as any amounts due to the Buyer relating to the goods subject to retention of title in respect of third parties that arise from any other legal events and causes (in particular, claims for unauthorised acts and claims for insurance payments), including all due receivables from open accounts.

10. Any payments, receipts and receivables resulting from actions by the Buyer or other legal events should be made to the Seller's bank account, and to the Buyer's bank account only if the Seller so decides in writing under pain of invalidity.

11. If the Buyer delays in paying the sales price, the Seller shall have the right to request the Buyer to disclose and transfer by way of assignment of rights under any liabilities due to the Buyer from acts or legal events, the subject of which is or was the goods or related to him and concerning him and to inform the relevant debtors of the assignment made. The Buyer shall then be obliged to provide the Seller with all documents and information which are required to assert the claims against which the assignment has taken place. The Buyer may not assign the receivables to be collected under the factoring agreement if the Buyer irrevocably undertakes to pay.

12. The Buyer is entitled to alter or process the reserved goods. If the reserved goods are processed from other items that do not belong to the Seller, the Seller shall acquire the right of co-ownership to the new item in the ratio of the value of the reserved goods (final sale price) to the value of the items used during processing. Furthermore, the same shall apply in the case of reserved goods also to the new item resulting from processing. If the reserved goods are combined or mixed with other items that are not the Seller's property in such a manner that they cannot be detached, the Seller shall acquire co-ownership of the new items in the ratio of the value of the reserved goods (final selling price) to the value of the combined or mixed items at the time of their combination or mixing. If the reserved goods are combined or mixed in such a way that the Buyer's items are to be regarded as the main element, under this contract the Seller shall acquire proportionate co-ownership of the resulting item.

§7. Buyer's claims in case of material defects

1. The Buyer is obliged to examine the goods within 5 days of delivery. If the Buyer raises objections to the delivery after that time, they will not be considered by the Seller.

2. The Buyer is obliged to deliver to the Seller in writing under pain of nullity notification of defects identified within 7 days of their discovery. Notification of defects, the detection of which could not have been possible even during proper use, shall be made within 2 weeks of delivery of goods. The Parties agree that due to the type of goods sold by the Seller, the above time limits are sufficient to protect the Buyer's rights and are accepted by both Parties.

3. In the case of justified and properly reported defects, the Seller shall be obliged, at his discretion, to repair defective goods or replace them with goods that are free from defects within a time limit specified by the Seller, which shall depend on the type of goods or their defects, i.e. the time of delivery of new goods or the time of repair of goods and their redelivery, to which the Buyer agrees. Time specified by the Seller to repair or replace the goods may be extended for reasons beyond the control of the Seller.

4. The Buyer shall have the right to withdraw from the contract, reduce the price or additional compensation the goods failed to be repaired or replaced within the period specified in accordance with §7. Section 2. However, the right to compensation shall be entitled only in the case of material defects, and is governed by separate provisions set out in the Civil Code.

5. The right to claim for defects of goods shall not be entitled if the Buyer has attempted to repair or have it done to a third party without the prior consent of the Seller in writing on pain of invalidity.

6. The right to claims shall lapse one year from the date of delivery of goods.

§8. Personal data protection and electronic commercial information

1. In accordance with Article 13 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), the Seller informs that the Administrator of personal data provided by the Customer or the Buyer is Foamax Kamil Marjanek with its registered office in 05-155 Leoncin, 13 Partyzantów Street, registered in the Central Registration and Information of Economic Activity under NIP 531-163-86-70.

2. Personal data provided by the Customer or the Buyer will be processed in order to take action at the request of the Customer or the Buyer before the conclusion of the contract and/or performance of the contract of sale of goods, execution and delivery of goods, as well as for marketing purposes related to the Administrator's business.

3. The basis for the processing of personal data are points a and b of Article 6 (1) of RODO.

4. The Administrator on the basis of contracts concluded for the entrustment of data processing provides access to personal data to entities processing data on behalf of the Administrator (e.g. entities acting on behalf of the Administrator in connection with the implementation of contracts for the sale of goods offered by the Administrator, shipping companies, IT companies).

5. Provided data will be stored by the Administrator until the expiry of claims under the concluded sales agreements.

6. Any person whose personal data is processed by the Administrator has the right to:

- a) request from the Administrator access to his/her personal data, rectification, erasure "right to be forgotten" or restriction of processing of personal data (Article 15, 16, 17 18 RODO),
- b) object to such processing (Article 21 RODO),
- c) data portability (Article 20 RODO),
- d) lodge a complaint to the supervisory authority (Article 77 RODO).

7. Providing personal data is voluntary. Failure to provide personal data may prevent the Administrator from taking action at the Customer's request before the conclusion of the contract and/or prevent the Customer from placing an order for goods and the performance of the sales contract.

8. Personal data processed by the Administrator can be transferred to recipients in countries outside the European Union ("third countries"). It is possible for the Administrator to transfer personal data to a third country, territory or specific sector or sectors within that third country for which the Commission has found that the third country, territory or specific sector or sectors within that third country ensures an adequate level of protection (Article 45 RODO), or where adequate safeguards are provided, and subject to the existence of enforceable data subjects' rights and effective legal remedies (Article 46 RODO).

9. Your personal data is not subject to automated decision-making, including profiling,

10. The Customer or the Buyer, by accepting the provisions of the GTS, confirms that he/she is familiar with the information on the processing of personal data and consciously and voluntarily consents to the processing of personal data for the purpose of taking action at the request of the Customer or the Buyer by the Administrator before the conclusion of the contract and/or performance of the contract for the sale of goods, execution and delivery of goods, as well as for marketing purposes related to the Administrator's business activity.

11. In accordance with the provisions of the Act of 18 July 2002 on the provision of services by electronic means (consolidated text - Journal of Laws of 2017, item 1219, as amended), the Buyer agrees that Foamax Kamil Marjanek with its registered office in 05-155 Leoncin, Partyzantów 13 Street, entered in the Central Register and Information of Economic Activity under NIP 531-163-86-70 will send messages and information of a commercial nature electronically to the e-mail address provided by the Buyer, in accordance with the provisions of this Act.

§9. Final provisions

1. In cases not covered by the GTS, the provisions of the Civil Code shall apply.

2. In the case of invalidity of some GTS provisions due to the introduction of different statutory regulations, the remaining provisions do not lose their validity. The Seller and the Buyer will strive to amicably resolve any disputes arising in connection with the performance of contracts covered by these terms and conditions. In case it is not possible to settle the case amicably, the competent court to resolve the dispute shall be - at the plaintiff's choice - the competent court for the place of the Seller's registered office.