

**General Terms and Conditions of Guarantee**  
**("GTCG")**

**Definitions:**

**Vinderen, Guarantor, Seller** - Vinderen Spółka z ograniczoną odpowiedzialnością, based in Warsaw at Jutrzenki 177, 02-231 Warsaw, entered in the Register of Entrepreneurs of the National Court Register under KRS number: 0000164371, which has a tax identification number NIP: 5213246408 and REGON number: 015497339, share capital PLN 50,000.

**Buyer, Customer** - entrepreneurs within the meaning of Article 331 of the Civil Code who are natural persons, legal persons or organisational units without legal personality, both domestic and foreign, as well as natural persons who are not entrepreneurs, who purchase Goods or enter into a Contract with the Seller.

**Parties** - the combined designation of Seller and Buyer.

**Contract, Contracts** - contract of sale or delivery entered into by the Parties to which these GTCG apply.

**Product, Products, Goods** - a product purchased or acquired from the Seller, being the subject of a Contract or Commercial Transaction concluded between the Parties.

**Order** - a declaration of will of the Buyer regarding the desire to purchase Goods submitted to the Seller by the Buyer in writing, by telephone or by e-mail, containing, first of all, information regarding the type of Goods ordered, their quantity and information regarding the place where the Goods are to be picked up by the Buyer or the place to which it is necessary to transport the ordered Goods (hereinafter also as: "**Placing an Order**"). Placing an Order must always be confirmed by the Seller.

**GTCG** - General Terms and Conditions of Sale that are an integral part of all Contracts, offers or Orders.

**Commercial Transaction** - the conclusion of the Contract by the Parties.

**Offer** - Vinderen's offer for the Products offered by Vinderen that are the subject of the Commercial Transaction, containing, in particular, information regarding the type, name, features, specifications of the Products and the term of the Order.

**Seller's email address:** \_\_\_\_\_.

**Vinderen Plant, Manufacturing Plant** - Vinderen Manufacturing Plant, at the address: ul. Leśna 4, 26-332 Sławno.

**Consumer** - a natural person making a legal transaction with Vinderen that is not directly related to his/her business or professional activity to whom the provisions regulating the rights and obligations of consumers arising from the conclusion of Contracts apply, in particular the Act of May 30, 2014 on consumer rights. In addition, within the framework of the GTCG, the provisions concerning the Consumer contained in this GTCG shall also apply to an individual who enters into a Contract directly related to his/her business activity, when the content of this Contract shows that it does not have a professional character for this person, arising in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

**Force majeure** - an event of an external, accidental or natural nature, unavoidable or foreseeable, especially events of a catastrophic nature, acts of nature and extraordinary events in the form of disorders of collective life, such as war, national unrest, epidemics, quarantines or in the form of disorders of a private nature, related to ensuring uninterrupted supply of the Subject of the contract, such as interruptions in the supply of electricity and other operating factors, interruptions in the supply of the Internet or digital connections if without their supply the production facilities are unable to function properly, interruptions in the supply of materials and components of the Subject of the contract occurring for reasons beyond Vinderen's control.

**Defect** - a physical defect in the Product within the meaning of Article 556<sup>1</sup> of the Civil Code, arising from causes inherent in the Product, the effect of which is that the usefulness of the Subject of the contract is reduced, taking into account the purpose specified in the Contract, or resulting from the circumstances or from the purpose of the Product, as well as when the Product has lost the properties, the existence of which Vinderen assured the Buyer.

**Sales Document:** VAT invoice or receipt issued and provided to the Buyer for the performance of the subject of the Contract.

**EPDM pavement colour:** (ethylene propylene diene rubber) and SBR (ethylene propylene diene rubber),

**Standard EPDM Colours:** The actual colour of the pavement may differ from the photo / video, which is due to the lighting used and the settings of the monitor. Products made of SBR material may have slight variations in colour. This cannot be prevented; it is the result of using recycled material.

**GTCG** - these general terms and conditions of guarantee,

**Guarantee period** - 12 calendar months counted from the date of receipt by the Buyer of the Goods at the Vinderen Production Plant or upon receipt by the Buyer of delivery/transportation of the Products at the address indicated by the Buyer.

## **I. General Provisions**

1. The GTCG constitute general terms and conditions of contracts within the meaning of Article 384 et seq. of the Civil Code of April 23, 1964, and are applied by Vinderen. They shall form an integral part of the Contracts and shall be binding on the Parties unless the Parties expressly agree otherwise. Any changes, additional arrangements, suspensions require the consent of both Parties expressed in writing.
2. The GTCG are mandatory for all forms of Contracts entered into between the Parties and are not subject to exclusion, limitation or abrogation once the Buyer has placed an Order or accepted Vinderen's offer by the Buyer, in particular, either through a unilateral statement by the Buyer, addressed to Vinderen, or through the wording contained in the Buyer's general terms and conditions.
3. Contractual provisions individually agreed and confirmed in writing by Vinderen with the Buyer shall take precedence over the provisions of these GTCG to the extent that they contain regulations different from these GTCG.
4. The GTCG are publicly available to the Buyer via the Guarantor's website: [www.rubtiler.com](http://www.rubtiler.com), [www.shop.rubtiler.com](http://www.shop.rubtiler.com) . The GTCG together with the guarantee card each time after the

execution of the Order and issuance to the Buyer of the Goods covered by the guarantee are made available to the Buyer together with the VAT Invoice for the Products for which Vinderen provides a guarantee. Provision of the GTCG along with the guarantee card is made by providing the Buyer with a link to download the documents from the Guarantor's website.

5. By placing an Order or accepting the Vinderen Offer, the Buyer implicitly declares that he has read the GTCG and accepts their contents.

## **II. Applicable Guarantee Period**

1. Vinderen guarantees the offered RUBTILER Products for a period of 12 calendar months. This period is calculated from the date of receipt by the Buyer of the Goods at the Vinderen Production Plant (in the case of a sales contract) or upon receipt by the Buyer of delivery/transport of the Products (in the case of a delivery contract), which will be confirmed by an appropriate document, i.e., in particular, a bill of lading or a document of release of the Goods. The scope, terms and conditions of the guarantee and a description of the procedure for exercising guarantee rights are set forth in this GTCG document.
2. If, in the performance of its obligations, the Guarantor has delivered to the Buyer, instead of the defective thing, a defect-free thing or has made substantial repairs to the guaranteed thing, the guarantee period shall run anew from the moment of delivery of the defect-free thing or return of the repaired thing. If the guarantor has replaced part of the item, the provision above shall apply mutatis mutandis to the replaced part. In other cases, the guarantee period shall be extended by the time during which, due to a defect in the item covered by the guarantee, the holder of the guarantee was prevented from using it.
3. The Guarantor's liability under guarantee for Products for which Vinderen provides a guarantee is excluded. This provision does not apply to Commercial Transactions with Consumers.

## **III. Terms and Conditions for Providing Guarantee Protection**

- A. The terms and conditions of the guarantee are in accordance with the generally applicable provisions of Polish law. In case of non-conformity of the sold thing with the Contract, the Buyer, being a Consumer by law, is entitled to legal remedies from the side and at the expense of the Seller, and the guarantee does not affect these remedies. A guarantee is an additional obligation under which the Buyer obtains rights under the GTCG. In relation to Contracts concluded with a Consumer, the guarantee does not affect the Seller's liability under the warranty for defects, while in relation to Buyers who are not Consumers, the guarantee does not affect the Seller's liability under the warranty for defects in relation to Products for which Vinderen does not provide a guarantee. If the Buyer exercises its rights under the guarantee, the time limit for the exercise of warranty rights shall be suspended as of the date of notification to the Seller of the Defect. The period shall continue from the date of the guarantor's refusal to perform the obligations under the guarantee or an ineffective lapse of the time for the performance thereof.
- B. Vinderen provides a 12-month guarantee under the terms and conditions set forth below:
  1. The guarantee covers all Products sold by Vinderen under the RUBTILER brand in the Republic of Poland purchased from the effective date of this GTCG. The guarantee terms in effect on the date of purchase of these Products shall apply to Products for which Vinderen has provided a guarantee, purchased before the effective date of this GTCG.

2. Complaints should be reported directly at the point of purchase of the Product or to the following e-mail address of the Seller: \_\_\_\_\_.
3. Only the actual Buyer of the Product, i.e. the entity to whom the VAT invoice or fiscal receipt was issued for the sale or sale and delivery of the Goods, is entitled to file a complaint.
4. A claim should be filed immediately after the Product defect is revealed, but no later than within 1 month (understood as a period of 30 calendar days) from the moment of its discovery. Failure to meet the deadlines for reporting a Defect will result in the loss of guarantee rights under the guarantee and rejection of the claim by the Seller.
5. The basis for initiating the complaint procedure is the submission of a complete complaint application at the point of purchase of the Product or to the Seller's email address referred to in paragraph 2 above (hereinafter as: "**Claim Application**") containing:
  - a. buyer's data (name or company, registered office (if applicable) and address of the Buyer, address of installation of the Product (if applicable), telephone number, e-mail), the bank account number to which any reimbursement of the complaint is to be made,
  - b. document, confirming the date of the original purchase of the Goods issued by Vinderen, i.e. a VAT invoice or a fiscal receipt.
  - c. a detailed description of the identified defect, including the circumstances of its disclosure and a comprehensive description of what the identified defect consists of,
  - d. photo documentation of the subject of the complaint with regard to the revealed defect in the Product,
  - e. receipts to determine the manufacturer and type of materials used for installation,
  - f. bills or contracts to identify the contractor for the installation work. Their absence will be treated as self-assembly, i.e., not justifying possible reimbursement in this regard.
6. The Buyer, together with the Complaint Application, shall deliver the claimed Product at the expense of the Guarantor to the address of the Production Plant, unless it follows from previous arrangements with the Seller that the Product Defect should be removed at the place where the thing was at the time of disclosure of the defect. The Product under complaint should be placed and secured on a pallet so that it is not displaced or damaged during transportation and handling. The risk of accidental loss of or damage to the Product during the time between its release to the Guarantor and its receipt by the Buyer shall be borne by the Guarantor.
7. The Buyer is obliged to exercise due diligence in selecting the method of transportation of the claimed Product and any third party responsible for transportation. The Guarantor shall not be obliged to cover costs exceeding the economically reasonable costs of transportation of the claimed Goods.
8. In the event of installation and/or disassembly of a Product that is subsequently found to be defective, the Buyer shall have the right to do so at the Seller's expense and risk. If the cost of assembly and/or disassembly exceeds the value of the sold item, and the Buyer is not a Consumer, the Seller has the right to refuse to bear such cost. If the Buyer is a Consumer, the Seller shall be responsible for disassembly and reassembly of the Goods only up to the price of the sold thing, and the costs above this amount shall be paid by the Consumer. The Seller's obligation to disassemble and reassemble the Goods (or to bear the costs of these actions performed by the Buyer) shall not apply, especially in the situation when the claimed defects of the Goods were perceivable by the Buyer before their assembly.

- 9.** In the case of an unjustified complaint, the Buyer will be charged with the costs of handling the complaint incurred by the Seller, including the costs associated with transporting the Goods to the Seller. The above provision does not apply to complaints filed by Consumers.
- 10.** The time for consideration of a properly made and complete Complaint Request is 14 calendar days, calculated from the date of receipt from the Buyer of a complete set of documents and information necessary to consider the complaint request along with the complained Product. In the case of Buyers who are not Consumers, after prior email notification in this regard, the deadline for responding to a complaint notification may be extended by Vinderen's decision by the time necessary to make a factual and complete evaluation of the Complaint Application, but by no more than 14 calendar days. Vinderen will inform the Buyer about the resolution of the complaint via email to the email address indicated by the Buyer in the complaint application.
- 11.** If, in the process of processing a complaint, it will be necessary to obtain from the Buyer additional information related to the defect/fault detected by the Buyer or the way the Product is used, the Buyer shall, at any request of the Seller, provide the Seller with all data and information requested by the Seller in order to process the complaint.
- 12.** Failure to agree to perform the actions referred to in paragraph 11 of the GTCG above, or failure to agree to show the Seller the conditions under which the Product is used, or refusal to provide additional information, related to the occurrence of the defect/failure requested by Vinderen, shall result in the disregard of the guarantee claim and its dismissal as unfounded.
- 13.** The Guarantor's liability shall cover only physical defects resulting from causes inherent in the Product on the date of delivery of the Goods to the Buyer, i.e. receipt of the Goods by the Buyer directly at the Production Plant (in case of a sales contract) or on the date of delivery of the Goods to the first carrier (in case of a delivery contract).
- 14.** The Guarantor decides on the manner of processing the complaint, except that replacement of the Product with a new, defect-free one may take place only in the case of finding a physical defect in the Product that cannot be removed. If it is not possible to provide a Product of the same type, Vinderen reserves the right to replace it with a Product of a different type, provided that the Product of a different type will correspond to the quality and parameters of the replaced Product.
- 15.** Within the framework of this guarantee and throughout its validity period, based on a complaint that the Seller deems legitimate, the Guarantor undertakes to carry out the following: removal of the defect or repair of the Product or its parts, and in the absence of the above possibility - replacement of the Product (or its parts) with a new, defect-free one, and to cover the reasonable costs of removing the defect/fault of the Product, i.e. transportation of the Goods, assembly and disassembly, taking into account paragraphs 8-11 of the GTCG above.
- 16.** Reimbursement of the costs of covering the reasonable costs of processing the complaint referred to in paragraphs 6-8 above will be made to the Buyer's bank account indicated in the Complaint Application.
- 17.** If the Seller recognises the complaint as legitimate, the disclosed nonconformities will be removed within no more than 30 calendar days from the date of providing the Buyer with information regarding the processing of the complaint and the method of removing the detected Product Defect.
- 18.** In exceptional cases, the time limit referred to in paragraph 17 of the GTCG above may be extended if the fulfilment of the Buyer's obligations under the guarantee is hindered, in particular, due to the lack of stock for the claimed Product or its parts, which involves its production. In this case, the Buyer will be informed of the extension of the deadline.

19. Any defective Products that have been replaced with a new product under the guarantee shall become the property of the Guarantor.
20. Any document issued on the occasion of resale of a used Product, is not a document confirming guarantee rights.
21. In the event that a guarantee claim proves to be unfounded, all costs incurred by Vinderen, in connection with its submission by the Buyer, shall be borne by that Buyer.

#### **IV. Limitations and Exclusions of the Guarantee**

The Guarantee does not cover:

1. Damage to the Product as a result of improper use and storage not in accordance with the instructions for use and storage or "Manufacturer's recommendations" of the Subject of the contract;
2. introduction of modifications to the Product by the Buyer,
3. Mechanical damage to the Product and defects caused by them, as well as failures resulting from unforeseeable fortuitous events (in particular, fire, flooding, flood, abnormal voltage in the network, the action of chemical agents, and others beyond the control of the Guarantor)
4. Damage to the Product as a result of improper or inconsistent with the Manufacturer's guidelines for assembly/installation, use of improper care products (including sprinkling with chemicals or salt), as well as adhesive mortars.
5. Damage resulting from installation and operation of the Product under conditions or in a manner inconsistent with its intended use or characteristics.
6. Damage caused by natural contamination - such as sand, moss, dust. Mechanical damage to the Product resulting from use, operation by the Buyer.
7. Integral steel components in the Products are not subject to guarantee.
8. Minor differences in the colours of the purchased Product with respect to the colours presented on the material sample or pattern, which depends on the specific production batch. Colour changes that naturally occur in Products and are the result of the inevitable aging process. The guarantee does not cover changes in the colour of EPDM pavement under the influence of changing weather conditions UV rays, mechanical pollution (dust) and is not considered a Product Defect. This is especially true for bright colours like yellow and gray. CAUTION! The presented RAL colour palette is not a faithful reflection of true colour samples, slight colour differences are accepted, and customary slight deviations in the colour and pattern or shape of the Subject of the contract from their patterns do not entitle to initiate guarantee proceedings. In particular, they do not constitute a Defect and are not subject to Guarantee under these Guarantee Terms and Conditions: a) colour differences of the Products resulting from the properties of the raw materials used and the natural maturation process of the Products, in relation to the samples and photos included in the offer, b) colour differences between different batches or elements of the same Products, c) differences in the texture of the top layer of the Products, not affecting the technical parameters of the Products, e) surface staining caused by external factors, f) possible surface microcracks (cobwebs on the top layer), resulting from the natural shrinkage of the rubber during the maturation of the Products.
9. The Guarantee does not cover changes in the colour tones of the Product's coloured surfaces resulting from the natural abrasion of the coloured layer of rubber granules on the top surface of the panels in contact with the user's footwear or body.

10. These GTCG exhaust all claims of the Buyer under the guarantee. Defects of which the Purchaser was aware at the time of entering into the Contract.
11. periodic inspection, maintenance and repair of the Product or replacement of parts due to normal wear and tear of the Product (scratches, hard-to-remove dirt, wiping of inscriptions, etc.)
12. A defect in the product is not the smell of the components used in its manufacture, especially during the first period of use. All components used in the production process have safety approvals. The products are not harmful to health. The smell of a new product evaporates after a few days, which can be accelerated by airing the product. It is recommended to air the products also during use, at least 4 times a year.
13. Vinderen is not responsible for the lost benefits of the Buyer.

#### **V. Liability of the Guarantor**

1. Vinderen's guarantee liability is limited to the face value of the claimed Goods as of the date of the Contract.
2. Vinderen shall not be liable for damages and losses resulting from the inability to use the Subject of the contract during the guarantee proceedings.
3. The filing of claims for Defects does not relieve the Buyer from the obligation to make payment for the Goods by the agreed date.
4. Vinderen shall not be liable in the event of default under the Guarantee if this was due to causes beyond its control, which could not have been foreseen at the time of conclusion of the Contract and which could not have been avoided due to the occurrence of Force Majeure.
5. The occurrence of a Force Majeure shall entitle Vinderen to suspend further performance of the Guarantee for the duration of the Force Majeure, and in a situation of prolonged and onerous nature of the Force Majeure, to withdraw from providing further performance of the Guarantee.
6. In the situation of a decision by Vinderen to the extent expressed in paragraph 5 above, the Buyer will not be entitled to claims for damages or lost profits.

#### **VI. Final provisions**

1. Subject to paragraph 2 below, the provisions of the GTCG shall apply mutatis mutandis to matters not covered by this GTCS.
2. In matters not regulated in the GTCG and GTCS, Polish law shall apply, including in particular the provisions of the Civil Code. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply to the GTCG and the Contract. (the so-called Vienna Convention).
3. Any disputes arising in connection with the Contract shall be subject to settlement by a common court with local jurisdiction over the Seller's registered office. This does not apply to Contracts concluded with a Consumer.
4. The invalidity or ineffectiveness of any provision of the GCC shall not affect the validity or effectiveness of other provisions of the GCC. In such a case, instead of the invalid or ineffective provisions of the GTC, the relevant generally applicable legal provisions shall apply.
5. Vinderen reserves the right to unilaterally amend the GTCG, at any time. The revised GTCG will be effective as of the date designated by Vinderen, and in the absence of a designated effective date for the revised GTCG, the revised GTCG shall be deemed effective as of the date of publication on Vinderen's website.

6. The Buyer is not entitled to transfer any rights under the contract to any third party without the prior written consent of the Seller.
7. The current content of the GTCG is available on the Seller's website. The GTCG may be fixed, obtained, stored and reproduced at any time by printing or downloading in PDF format from the Vendor's website and saving in the memory of a computer or other suitable data carrier.
8. These GTCG are effective as of 01.02.2023.

**Appendix: Guarantee card**