

**GENERAL TERMS AND CONDITIONS OF SALE  
("GTCS")**

**Definitions:**

**Vinderen, 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 concluded by the Parties to which these GTCS 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.

**GTCS** - 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, including, 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 GTC, the provisions concerning the Consumer contained in this GTC shall also apply to an individual who enters into a Contract directly related to his/her business activity, when it follows from the content of this Contract 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 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, downtime in the production of materials, occurring for reasons beyond Vinderen's control.

**Defect** - a physical defect in the Product, arising from causes inherent in the Product, as a result of which 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 purpose of the Product, as well as when the Product has lost the properties, the existence of which Vinderen assured the Buyer.

### § 1. General provisions

1. The General Terms and Conditions of Sale set out the framework for contracts of sale or delivery of goods, the manufacturer, distributor or seller of which is Vinderen. The GTCS constitute general terms and conditions of contracts within the meaning of Article 384 et seq. of the Act of April 23, 1964, Civil Code, 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 (including electronically).
2. The GTCS shall be mandatory for all Contracts entered into between the Parties and shall not be subject to exclusion, limitation or abrogation after the Order has been placed by the Buyer or acceptance of Vinderen's Offer by the Buyer, in particular through a unilateral statement of the Buyer to Vinderen, the terms and conditions of orders or other acts governing the purchase of Goods by the Buyer, or through regulations contained in the Buyer's general terms and conditions of sale (or similar document).
3. Pursuant to the provisions of these GTCS, the legal actions equal in effect to the actions performed with the observance of the written form shall be deemed to be the actions performed with the use of electronic mail or with the use of forms (including in electronic form) concerning the Contracts used in trading by the Seller, unless the law requires the observance of the written form under pain of invalidity.
4. Unless expressly provided otherwise, the GTCS shall apply to all Vinderen Offers for the sale or delivery of Goods, as well as to Contracts entered into by Vinderen with Customers, related to all supplies and services marketed by Vinderen.
5. These GTCS are publicly available at [www.rubtiler.com](http://www.rubtiler.com) and [www.vinderen.com](http://www.vinderen.com), of which the Buyer is informed before entering into any Contract with Vinderen. In addition, subject to paragraph 8 below, the Seller, when confirming each Order, shall send the content of these GTCS to the Buyer via email.
6. Each time the Buyer makes a Commercial Transaction with Vinderen by placing an Order or accepting Vinderen's Commercial Offer, he/she declares that he/she simultaneously accepts these GTCS in their entirety. Acceptance of the GTCS shall simultaneously involve confirmation that the Buyer knows and accepts these GTCS in their entirety, and in particular, the Buyer confirms that the terms and conditions have been made available to it and agrees to them as an integral part of the Contract in connection with the concluded Commercial Transaction. In the event of feedback from the Buyer to the Seller that the Buyer does not consent to the conclusion of a Commercial Transaction in the manner referred to above or that the Buyer does not accept the provisions of the GTCS, the conclusion of such Commercial Transaction with the Buyer shall not occur.
7. Orders are not placed by phone.
8. If the Buyer has an ongoing business relationship with Vinderen, such Buyer's acceptance of the General Terms and Conditions of Sale made at the time of the first Order shall be deemed to be their acceptance for all other Orders and Contracts until their content is changed or their application is revoked.
9. Contractual terms and conditions different from the GTCS applied by the Buyer are not binding on Vinderen unless both parties to the Commercial Transaction have agreed to their application in writing under pain of invalidity. If a statement is made agreeing to different contractual terms, they apply only to the specific business transaction at the conclusion of which they were established. In such a situation, contractual

provisions, individually agreed upon and confirmed in writing or by e-mail by the Parties, shall take precedence over the application of these GTCS to the extent that they contain regulations different from these GTCS.

10. In matters not regulated in the Contract concerning a Commercial Transaction concluded between the Parties or in these GTCS, the provisions of the Civil Code or other laws, if they contain a relevant regulation, shall apply accordingly.

## **§ 2. Conclusion of the Contract**

1. The Contract is concluded either on the basis of Vinderen's acceptance of the Buyer's Order or on the basis of Vinderen's Offer accepted by the Buyer or a duly authorised person acting on behalf of the Buyer.
2. The Parties' correspondence on the conclusion of the Contract shall be carried out by means of direct communication, in particular in the form of e-mail correspondence.
3. The Buyer is obliged to direct all inquiries and Orders to the e-mail address of Vinderen indicated in the "Definitions" section at the beginning of the GTCS.
4. Advertisements, commercials, price lists and other commercial information of Vinderen are for advertising purposes only and do not constitute an offer within the meaning of the Civil Code. These materials constitute an invitation to enter into negotiations for the purpose of concluding a Contract, unless it is clear from their content that they constitute an offer addressed to a specific, defined Customer.
5. Any assurances, warranties, promises and amendments to the Contract made orally by employees or persons acting on behalf of Vinderen in connection with the conclusion of the Contract shall not be binding on Vinderen until confirmed in writing or in documentary form (e-mail) under pain of nullity by persons duly authorised by Vinderen to make such representations.
6. In case of discrepancies between the Order submitted by the Buyer and Vinderen's offer, the Order confirmation, which is issued and sent to the Buyer by Vinderen, is binding.
7. Cancellation of the Order by the Buyer is allowed only in exceptional situations after prior written or documentary (e-mail) agreement on the terms of cancellation of the Order with Vinderen. With appropriate, application of § 4(15) of GTCS, Vinderen reserves the right to charge the Buyer with the actual costs of the Order, which arose up to the moment of cancellation - not more than the value of the subject of the Order, especially in the situation of the beginning of the production process of the Subject of the Order. The provisions hereof shall also apply mutatis mutandis to the situation of the Buyer's resignation from receiving the Order.
8. The parameters of the Products indicated in information materials such as catalogues and information on the website, as well as in Vinderen Offers, are approximate data. Due to permanent technological advances, there may be minimal differences in the technical parameters of products. However, the products will not meet lower technical parameters than those indicated in the information materials.
9. The Seller shall be the sole owner of all copyrights in the documentation relating to the Products offered and provided or made available to the Buyers in connection with the conclusion of the Commercial Transaction. The transfer or sharing does not imply the granting of a license or other intellectual property right in the materials.
10. The Seller has exclusive intellectual property rights to the Products offered as part of the services provided and the technical solutions used in the creation of the Products. Buyers are obliged to keep the technical/technological data of the Products made available to them confidential.
11. Confirmation of the Order by the Seller specifies the scope, terms and execution of the sale or delivery of the Goods, as well as information on the term of execution of the Order, unless the Parties agree otherwise. The term of execution of the Order may be postponed, of which the Seller will immediately notify the Buyer, providing him with information on the reason for the change in the term of execution of the Order and the expected new term of execution of the Order. Products or services (such as, but not limited to, transportation

of the Goods) not expressly mentioned in the Order confirmation, as well as any further changes in delivery or service, will be subject to separate pricing and invoicing.

12. Vinderen is entitled to withdraw from the Contract with immediate effect if:
  - a) it obtains reasonable information that the Buyer is insolvent, or
  - b) the Buyer is in default of payment of the price or advance payment (when the obligation to pay the advance payment was agreed upon by the Parties) for the ordered Goods, or
  - c) an application for the initiation of reorganisation or bankruptcy proceedings will be filed against the Buyer.
13. The order binds the Seller only to the extent that it was placed by the Buyer and confirmed by the Seller in writing or by e-mail.
14. Any mistakes made by the Buyer with regard to the Order submitted to the Seller, in particular the wrong choice of goods or the place of delivery, shall be borne by the Buyer. In addition, the Seller shall not be liable for misinterpretation of the information and technical data contained in catalogues, brochures, website and other materials received or obtained by the Buyer. Execution of the Order in accordance with the contents of the Order means execution of the Contract regardless of the intentions or intentions of the Buyer.

### **§ 3. Prices and product information**

1. The prices specified in the Offers or other promotional materials are binding for the period specified in the Offer, and in the absence of information on the validity date - indefinitely. Prices for the Goods offered by the Seller are net prices and do not include VAT, unless expressly indicated otherwise.
2. Payment for the Goods in each case shall be made on the basis of a VAT invoice issued by the Seller, in the currency, on the date and to the bank account indicated on the invoice.
3. The cost of delivery to the Buyer and other additional services are determined individually when placing an Order. Failure to make such arrangements shall mean that the Buyer's receipt of the goods shall be made directly at the Seller's Production Plant. If the Parties agree that the scope of the Order also includes delivery of the Goods to the address indicated by the Buyer, such service shall be charged additionally.
4. All possible banking costs related to letters of credit, bank guarantees, documentary collection, stamp duties are on the customer's side.
5. Unless the Parties have agreed otherwise, the final price of the Goods shall be determined based on the prices in effect at the Seller on the date the Customer places the Order.
6. Rebates, discounts, rebates, etc. granted by the Seller may be granted to the Customer only subject to the then individual arrangements between the Seller and the Buyer and the Seller's express proposal/agreement in this regard.
7. Immediately upon receipt of the Product, the Buyer is obliged to inspect the Product to detect any defects inherent in the Product. If a sample of a Product is provided to the Buyer, the Buyer is also obliged to verify that the full-quality Product will be useful to the Buyer for the Buyer's intended purpose.
8. When using the product, the Buyer shall be responsible for observing the standards of the applicable law, health and safety rules and processing the subject of the contract in accordance with the principles of technical and professional knowledge.
9. Attestations, certificates, declarations of conformity or other documents confirming the quality of the Goods shall be attached to the delivered Goods, if such a requirement is indicated in the Order or the Contract or results from generally applicable regulations.

### **§ 4. Terms of payment**

1. Unless otherwise agreed by the Parties, VAT Invoices shall be issued by the Seller no later than on the date of shipment of the Goods to the Buyer (in the case of a delivery contract) or on the date of delivery of the Goods to the Buyer (in the case of a sales contract) and shall be payable on the date indicated on the VAT Invoice.
2. Vinderen shall be entitled to demand payment from the Buyer for the Goods in the amount and payment terms specified on the issued VAT invoice. If there is any delay in payment of the invoice issued by the Seller to the Buyer for the sale of the Products, the Seller shall charge the Buyer interest for the delay in the amount of (unless the Contract concluded with the Customer specifies a different amount of interest):
  - a) In the case of Consumers - Late interest when the debtor does not pay the amount due despite the expiration of the payment deadline. They are due for the period of delay from the due date of the VAT invoice issued to the Buyer until the date of payment of the price. If the amount of such interest was not specified, for example, in the Contract, then statutory interest is due, i.e. regulated by Article 481 of the Civil Code.
  - b) In the case of Buyers who conduct business and enter into the Contract in connection with their business activity- Interest for delay in commercial transactions shall apply to commercial transactions whose exclusive parties are entities defined in Article 2 of the Act on Prevention of Excessive Delay in Commercial Transactions, including primarily entrepreneurs. They are due for the period of delay from the due date of the VAT invoice issued to the Buyer until the date of payment of the price.
3. The Seller reserves the right to refuse any further Orders placed by the Buyer until the outstanding amounts are paid.
4. The obligation to pay interest does not exclude the Seller's claim for damages on general principles.
5. The Seller, in order to conclude the Contract/performance of the Order with the Buyer, has the right to require the Customer to make a prepayment in the amount and by the date individually agreed with the Buyer.
6. Customer payments to the Seller shall be made only to the bank account indicated by the Seller on the VAT invoice and shall be free of any money transfer costs and other charges.
7. The date of payment by wire transfer is the day the amount due is credited to the Seller's bank account.
8. The Seller stipulates that the ownership of the Goods sold will pass to the Buyer only at the moment of payment of the entire price for the Goods to the Seller.
9. If the Buyer fails to pay the price for the Products within the period specified in the VAT invoice, the Seller shall have the right to require the Buyer to pay the price for the issued Goods (in particular, by issuing a demand for payment to the Buyer) or to require the Buyer to return the unpaid Products in kind, and the Buyer shall promptly return the unpaid Products. The cost of transportation shall be borne entirely by the Buyer. The Seller may also demand compensation in the amount corresponding to the value of the damaged Products, together with the costs of their transportation to the Buyer, if the returned Products have been used up or damaged by the Customer, in particular, if their value after collection from the Buyer's warehouse is lower than the value of the Products.
10. Reservation of ownership of the Goods until the full price is paid does not deprive the Seller of the right to claim payment of the price from the Buyer. The Buyer may not relieve himself from the obligation to pay the price by returning the Goods to the Seller in kind, unless otherwise expressly stated in the written arrangements made with the Seller. In such a situation, the Goods returned to the Seller must be in an undamaged condition, corresponding to the state of the Product transferred to the Buyer under the concluded Commercial Transaction.
11. If the Buyer has fallen into arrears with payments due under more than one invoice, the Seller shall have the right to credit any payment made by the Buyer under any invoice first against interest for late payment and other incidental receivables on the furthest due VAT invoice and then against the furthest due receivables,

regardless of the Buyer's indication in the transfer order. This provision waives the debtor's entitlement referred to in Article 451 §1 of the Civil Code.

12. The Seller reserves the right to make deductions of its receivables from the Buyer's receivables, in accordance with the provisions of the Civil Code.
13. Submitting a complaint (both under warranty and guarantee) does not entitle the Buyer to withhold payment for the Products or a part thereof within the agreed period.
14. The Buyer may not exercise set-off of counterclaims and the right of set-off of any receivables owed to the Seller. Default in payment entitles the Seller to suspend the execution of other orders submitted to the Buyer.
15. The Seller may condition the execution of the Order on the payment of a down payment by the Buyer. The imposition on the Buyer of an obligation to make an advance payment for the Order each time results from the arrangements of the Parties and depends, in particular, on the type and quantity of the ordered Product. If the Buyer makes an advance payment to the Seller for the execution of his/her Order and then withdraws from receiving the subject of the Order within the agreed period or cancels the Order, the Seller is entitled to deduct the amount corresponding to the value of expenses incurred by the Seller for the execution of the Order so far from the amount paid by the Buyer as an advance payment for the execution of the Order. If the Buyer is required to make an advance payment for an Order for a certain amount, the Seller shall have the right to withhold execution of the Order until the advance payment is received from the Buyer.

#### **§ 5. Performance of the Contract**

1. Delivery (transportation) of the subject matter of the Contract to the address indicated by the Buyer shall take place if the Parties under the Contract have expressly agreed on such an obligation and it results from the Seller's confirmation of the Order or the accepted Vinderen Offer by the Buyer. Subject to § 2(11) second sentence of the GTCS, Vinderen is obliged to deliver the Products ordered by the Customer via a carrier of its choice in accordance with the date specified in the Contract or the e-mail confirmation sent to the Customer, after the Buyer has indicated information regarding the address to which the delivery is to take place. However, unless otherwise agreed, receipt of the ordered Goods shall take place at the Production Plant. The choice of transport company is made by Vinderen.
2. Danger of loss of or damage to the Goods shall pass to the Buyer as soon as the Goods are delivered to the Buyer or the Buyer's duly authorised representative, or as soon as the Goods are entrusted by the Seller to the first carrier. If the Contract is concluded with a Consumer, the danger of accidental loss of or damage to the Goods shall pass to the Buyer at the time of its delivery to the Buyer. Delivery of the Goods shall be deemed to be the entrustment of the Goods by the Seller to the carrier, if the Seller had no influence on the Buyer's choice of carrier.
3. The Order execution date may be changed in the event of: a) stopping the execution of the Order for reasons attributable to the Buyer; b) the Buyer's delay in payment of the price or prepayment; c) the Buyer's failure to provide Vinderen with the information necessary for the execution of the Order or information regarding the place of delivery of the Goods (if, as agreed by the Parties, collection will not take place at the Production Plant); d) transport problems at the border (in the case of international transport); e) force majeure f) production downtime. In this case, the delivery date will be extended by the period of occurrence of such circumstances, taking into account the time necessary for Vinderen to resume the execution of the Order - for which Vinderen is not responsible.
4. If the release of the Goods does not take place for reasons attributable to the Buyer, the Seller shall exercise ordinary care in storing the Goods, and the Buyer shall pay all costs of such storage.

5. The cost of storage is PLN 4.50 net (in the case of Goods for which the set price is expressed in Polish zloty) or EUR 1 (in the case of Goods for which the set price is expressed in Euro) for each day of storage on one pallet. The amount will be charged for each commenced day of storage, starting from the day following the day on which receipt of the Goods was to take place.

#### **§ 6. Order completion date**

1. Order completion date means the time when the Goods will be delivered by the Seller to the first carrier, unless otherwise agreed in writing, or - in the case of collection of the Goods directly by the Buyer at the Vinderen plant - means the date of delivery of the Goods to the Buyer at the Vinderen Production Plant.
2. In the case of collection of the Goods directly by the Buyer at the Vinderen plant, in the situation where the Buyer fails to collect the Goods due to force majeure, the deadline for collection of the Goods will be extended accordingly. However, if the state of force majeure continues for a period of 30 calendar days or it is clear from the circumstances that it will last for at least 30 calendar days, the Seller will have the right to withdraw from the Contract. In this case, the Order shall not be fulfilled and the Buyer shall bear only those costs that he/she caused by his/her act or omission.
3. Vinderen is not responsible for the acts or omissions of the shipping company. In the event of a delay or defect in delivery, the Buyer is obliged to direct his/her claims in this regard directly to the shipping company, in accordance with the provisions of the shipping law. The above provision does not apply to Commercial Transactions to which the Consumer is a party.
4. If the Buyer is unable to pick up the Goods from Vinderen's plant on the agreed date for a legitimate reason, the Parties shall jointly agree on a new date for the Buyer to pick up the Order, provided that this does not lead to the burdening of Vinderen with significant additional costs. In the event of costs on the part of the Seller due to the postponement of the collection date of the ordered Products, the Buyer is obliged to immediately cover or reimburse Vinderen for all costs caused by the rescheduled collection of the Order.
5. If the Buyer refuses to pick up the Goods or fails to appear for pick-up without an excusable reason, or if the Parties have agreed on a new date for picking up the Goods in accordance with the provisions of paragraph 4 of the GTC above, and the Buyer still fails to appear for pick-up of the Goods on the newly agreed date, the Seller shall have the right to cancel further execution of the Order or withdraw from the Contract. In this case, the Seller shall not transfer the Goods to the Buyer and, the Buyer shall be obliged to pay in full all costs arising due to the situation, in particular, the costs for storage of the Goods by Vinderen for the period from the date when the Goods should have been received by the Buyer / made available for collection to the Buyer until the date of withdrawal from the Contract by the Buyer. The Buyer shall furthermore be obliged to pay for any damage occurring on the part of the Seller.
6. Notwithstanding the above provisions, the Seller may refuse to execute the Order or delay the execution of the Order in the event that from the behaviour of the Buyer or circumstances for which he/she is responsible, it appears that the Buyer fails to perform his/her obligations to the Seller or causes damage to the Seller.

#### **§ 7. Buyer's rights**

1. The Seller is not obliged to check the suitability of the Goods ordered by the Customer for the purposes intended by the Buyer. The Seller shall be bound only by the properties or parameters of the Goods expressly described in the Contract or in the Offer or other documentation containing the description and technical specifications of the Goods (conformity of the Goods with the Contract or the Catalogue Card).

2. The burden of examining the suitability of the Goods for the Buyer's needs and purposes rests solely with the Buyer. By placing an Order, the Buyer declares that the ordered Products meet the Buyer's needs and purposes.
3. The Buyer shall be obliged to check the ordered Products for their compliance with the Contract or the Order, immediately upon their receipt no later than within the deadlines specified in § 8 of the GTCS.

### **§ 8. Seller's liability for defects**

1. Vinderen guarantees the Products sold in accordance with separate guarantee terms and conditions, which are publicly available at [www.rubtiler.com](http://www.rubtiler.com), [www.shop.rubtiler.com](http://www.shop.rubtiler.com). The guarantee card (guarantee terms and conditions) is attached as Appendix 1 to these GTCS.
2. At the same time, with regard to the Goods for which a guarantee has been granted, pursuant to Article 558 of the Civil Code, Vinderen's liability under the warranty specified in the provisions of the Civil Code is excluded, except for exclusions that are not permitted under the mandatory provisions of law.
3. The exclusions and limitations indicated in this § 8 of the GTCS do not apply to the Contract concluded with the Consumer, against whom the issue of Vinderen's liability for physical and legal defects of the Goods is governed by the Civil Code on general principles.
4. These terms and conditions of the GTCS regulate in full and final terms the Seller's liability under warranty, in relation to goods for which Vinderen does not provide a guarantee.
5. For goods not covered by the Vinderen guarantee, the Parties shall limit the Buyer's statutory warranty rights to the rights and rules set forth below:
  - a) The Buyer, upon receipt of the Products (i.e. upon receipt at the Vinderen Production Plant or upon receipt of delivery/transport of the Products), is obliged to immediately check the Products for conformity of the sold thing with the Contract, within the meaning of Article 556<sup>1</sup> of the Civil Code.
  - b) Subject to § 9(3) of GTCS, about any detected defects / inconsistencies of the Product with the Contract, the Buyer is obliged to notify Vinderen immediately by letter, or e-mail, no later than within 7 days from the date of receipt of the Products (i.e. upon receipt at the Vinderen Production Plant or upon receipt of delivery / transport of the Products) under pain of losing the right to invoke the inconsistency of the Goods with the Contract under warranty. Subject to (e) below, if the defect came to light only later, the Buyer is obliged to notify the Seller of the defect immediately after its discovery in the manner specified above, no later than within 7 days of its discovery or the possibility of its discovery, with the Buyer's obligation to examine the conformity of the contract subject to the Contract within 30 days from the date of receipt of the Products at the Vinderen Production Plant or 30 days from the date of receipt of delivery/transport of the Products. If the Buyer has not performed these actions within the time limits specified above, the Product shall be deemed to have been inspected and approved by the Buyer.
  - c) When Vinderen notifies the Seller of a defect, Vinderen shall be entitled to require the Buyer to send or place at Vinderen's disposal the disputed Goods for inspection. In the event of an unreasonable refusal to ship/put the Goods at Vinderen's disposal, the Buyer loses the right to invoke the non-conformity of the sold thing with the Contract and to exercise his/her rights under the Seller's liability under the warranty for defects.
  - d) In the event of a legitimate notification from the Buyer regarding a detected defect/non-conformity of the Product with the Contract, Vinderen is obliged to consider the complaint and perform its obligations under the guarantee in accordance with the provisions of §9(8-12) of the GTCS below within 30 days from the date of recognition as legitimate the notification of the defect/non-conformity of the Product with the Contract made by the Buyer.



- e) Claims and rights under the warranty for defects shall accrue to the Buyer within 12 months from the execution of the Contract (understood as delivery of the Goods to the Buyer or delivery of the Goods to the first carrier) by the Seller.
- f) The Buyer's rights under the warranty include a demand for replacement of the item with a defect-free one or removal of the defect. All other claims of the Buyer under the warranty are excluded.
6. The Seller declares that it is not responsible for any damage caused by improper use of the Products.
7. Notwithstanding the above provisions, the Seller shall be liable for damages only in the event of damage caused by his/her fault or gross negligence. The value of the damage corresponds to the actual damage, in a value not exceeding 100% of the agreed net price for the Product, whereby the Seller shall not be liable for the benefits lost by the Buyer from the Commercial Transaction.
8. Vinderen's liability for delay and late delivery of the Goods is excluded.

### § 9. Warranty claim procedure

1. The procedure and conditions for claiming Products for which Vinderen's guarantee has been granted are described in the general terms and conditions of guarantee ("**General Terms and Conditions of Guarantee**"). At the same time, the General Terms and Conditions of Guarantee are attached as Appendix 1 to these GTCS and are posted on the website [www.rubtiler.com](http://www.rubtiler.com), [www.shop.rubtiler.com](http://www.shop.rubtiler.com).
2. Any exclusions or modifications to the general rules indicated in this § 9 of the GTCS do not apply to the Contract concluded with the Consumer, against whom the issue of Vinderen's liability for physical and legal defects of the Goods is governed by the Civil Code on general principles.
3. For goods not covered by the Vinderen guarantee, the warranty claim procedure described in this paragraph shall apply.
4. All complaints made under the warranty should be reported in writing or via email to Vinderen **at the email address: \_\_\_\_\_**
5. In the case of transportation of Goods to the address indicated by the Buyer (sale of Products with delivery), quantity complaints consisting of incorrect quantity of ordered Products may be reported within 2 days counting from the date of delivery of the Product.
6. When considering complaints, their legitimacy is assessed taking into account the principles under Article 556<sup>1</sup> of the Civil Code.
7. A complaint notification must include an accurate description of the Product to which the detected defect relates, a comprehensive description of the defects revealed, the date and method of detection of the defect, the exact designation of the Seller of the Product and the Buyer's data (name and surname 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. The claim must be accompanied by proof of purchase of the Product in the form of a VAT invoice or fiscal receipt, confirming the date of purchase of the advertised Goods and data of the Seller. The Buyer, together with the Complaint Request, shall deliver the claimed Product to the address of the Production Plant, unless it follows from prior arrangements with the Seller that the Product Defect should be removed at the place where the thing was at the time the Defect was revealed.
8. Complained Products are delivered to the Seller at the Seller's expense only in the event that the complaint is considered by the Seller as legitimate, otherwise the cost of transport of the advertised products will be charged to the Buyer. 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 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 Seller shall not be obliged to cover costs exceeding the economically reasonable costs of transportation of the claimed Goods.

9. If, in the process of considering the complaint, it will be necessary to obtain from the Buyer additional information related to the defect/failure or the manner of operation of the Products, the Buyer shall, at any request of the Seller, provide the Seller with all data and information requested by the Seller in order to consider the complaint, under pain of considering the Buyer's complaint as unfounded.
10. The Seller assures that it will give its opinion on how to resolve the complaint within 30 days from the date of receipt of the complained Goods from the Buyer. In special justified cases, the response time to the claim may be extended.
11. If the Seller cannot replace the defective Product with a new one, - the Seller reserves the right to pay the Buyer compensation corresponding to the value of the defective Product by issuing an appropriate corrective document to the Buyer and returning the funds (the price for the Product) to the Buyer.
12. The manner of consideration of a legitimate complaint, i.e. removal of the defect, - replacement of the Product with a new one or refund of the price paid by the Buyer, is decided each time by the Seller, assessing the type of defect and the Seller's capabilities, except that the replacement of the Product with a new one, free from defects or refund of the price may be made only in the case of finding a physical defect in the Product impossible to remove. 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.
13. Within the framework of the warranty, on the basis of a complaint recognised by the Seller as legitimate, the Seller undertakes to perform the following: removal of the defect or repair of the Product or its part, and in the absence of the above possibility - to replace the Product (or its part) with a new one, free from defects, and to cover the reasonable costs of removing the defect / fault of the Product, i.e. transport of the Goods, assembly and disassembly, taking into account the principles arising from the Civil Code.
14. With respect to Buyers who are Entrepreneurs, the right to submit a statement of price reduction and a statement of withdrawal from the contract under the warranty is excluded.
15. The Seller shall not be liable in any way for additional costs incurred as a result of the occurrence of a defect / fault / non-conformity of the Product with the Contract, limiting its liability only to the Product itself, which is the subject of the contract.
16. The Seller shall not be liable for damages caused by improper use or storage of the Products by the Buyer, or for workmanship and design errors of third parties.
17. 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.
18. Reimbursement of the costs of covering the reasonable costs of processing the claim referred to in paragraph 11 will be made to the Buyer's bank account indicated in the Claim.

## **§ 10. Special rights of consumers**

1. The provisions of this section are of a special nature and apply only to the Contract concluded with the Consumer.
2. A Consumer who has entered into a Contract off-premises or at a distance within the meaning of the Consumer Rights Act of May 30, 2014 has the right to withdraw from the Contract within 14 days without giving any reason.

3. The period for withdrawal from the Contract expires after 14 days from the date of transfer of the subject of the Contract (Goods) to the Consumer.
4. In order to exercise the right of withdrawal from the Contract, the Consumer must inform Vinderen of his decision to withdraw from the Contract by an unequivocal statement (for example, a letter sent by mail, fax or e-mail).
5. In order to comply with the deadline for withdrawal from the Contract, it is sufficient for the Consumer to send information on the exercise of the Consumer's right to withdraw from the Contract before the expiry of the deadline for withdrawal from the Contract.
6. In the event of withdrawal from the Contract, Vinderen will return to the Consumer all payments received from the Consumer, including the costs of delivery of the item (except for the additional costs resulting from the delivery method chosen by the Consumer other than the cheapest ordinary delivery method offered by Vinderen), immediately, and in any case no later than 14 days from the day on which Vinderen was informed of the decision to exercise the right of withdrawal. Reimbursement will be made using the same means of payment that were used by the Consumer in the original transaction, unless the Consumer expressly agrees to a different solution; in any case, the Consumer will not incur any fees in connection with the return.
7. Additional information on the rights and obligations of the Consumer can be found on the UOKIK website at: <https://prawakonsumenta.uokik.gov.pl/>.
8. Consequences of the withdrawal from the Contract:
  - a) In the event of withdrawal from this Contract, the Seller shall return to the Buyer all payments received from the Buyer, including the costs of delivery of the item (except for additional costs resulting from the method of delivery chosen by the Buyer other than the cheapest ordinary method of delivery offered by the Seller), immediately, and in any case no later than 14 days from the day on which the Seller was informed of the Buyer's decision to exercise the right to withdraw from the Contract. The Seller will refund the payment using the same means of payment used by the Buyer in the original transaction, unless the Buyer has expressly agreed otherwise; in any case, the Buyer will not incur any fees in connection with this refund.
  - b) In the event that the Seller has not offered to the Buyer to collect the item from him/her himself/herself, the Seller may withhold reimbursement until he/she receives the item or until he/she provides the Seller with proof of its return, whichever event occurs first.
  - c) The Buyer should send back or hand over the item to the Seller immediately, and in any case no later than 14 days from the day on which the Seller was informed of the withdrawal from the contract. The deadline is met if the Buyer sends the item back before the expiration of the 14-day period. Return of goods should be made to the address of the Production Plant.
  - d) The Buyer shall bear the direct costs of returning the item. If the item, due to its nature, cannot be returned by mail in the usual manner, the Buyer shall bear the direct costs of returning the item.
  - e) The Buyer shall be liable only for the diminution in value of the item resulting from the use of the item other than what was necessary to ascertain the nature, characteristics and functioning of the item.
9. In addition, the following provision will apply under the GTCS: The provisions relating to the Consumer contained in § 10 of the GTCS and other provisions of the GTCS applicable to the Consumer shall also apply to an individual concluding a Contract directly related to his/her business activity, when it follows from the content of the Contract that it does not have a professional character for that person, resulting 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.

### **§ 11. Change in the terms and conditions of GTCS**

Any arrangement modifying or abrogating any of the above-described provisions of the GTCS shall require for its validity confirmation in writing under pain of nullity.

#### § 12. Partial invalidity

In the event that a particular provision of these General Terms and Conditions of Sale is found to be contrary to applicable law or is declared invalid or ineffective by a decision of a competent court, the validity and effectiveness of the remaining provisions shall not be affected. Other provisions remain valid. In such a case, the parties agree to amend the invalid or ineffective provision accordingly with the prior intent of the parties, and if the intent of the parties cannot be determined, the common law shall apply.

#### § 13. Force majeure

Subject to the reservations arising from the GTCS, in particular § 5(3) and § 6(2) of the GTCS, none of the Parties shall be liable for non-performance or improper performance of obligations under the Contract if it is caused by force majeure phenomena.

#### § 14. Confidentiality clause

1. The Parties undertake to maintain the confidentiality of all information provided and made available to each other to him/her for the purpose of the proper execution of the Business Transaction. Such information may be shared only with employees and subcontractors of the Parties working directly on the execution of the Order in question. Vinderen declares that all sub-suppliers who will be engaged to handle the Buyer's orders have entered into a contract with Vinderen binding them to maintain the confidentiality of all information coming from the Buyer.
2. All documentation provided to the Buyer, especially all documents related to the Order and the Products, as well as all technical data of the Products must be treated by the Customer and its personnel as strictly confidential. Such documents and/or data may not be copied, photocopied, reproduced, without the written consent of the Seller. The Buyer declares that its personnel/employees/co-workers involved in the process of implementation of the Commercial Transaction are subject to the same confidentiality obligations and are liable for any damages incurred by the Seller on this account.
3. In addition, the Parties agree to keep confidential any information that constitutes a trade secret of the Parties or may be considered confidential information (hereinafter: "**Confidential Information**"), whether in oral, written, graphic, electronic or other machine-readable form, or copies thereof, regardless of the subject matter, nature and medium, i.e., in particular:
  - a) any information regarding the Commercial Transaction;
  - b) any information of which the Party has become aware in connection with the Commercial Transaction, conclusion of the Contract or execution of the Order;
  - c) all research results, materials, technical and technological documentation, trade secrets, information, ways of organising production, distribution, marketing and advertising, business strategies, technical intentions and achievements, as well as its Products, including those not related to the execution of the Order and cooperation under the Contract;
  - d) all information and know-how related to the Parties' activities and analyses and their results, including those not related to the execution of the Orders and the Parties' cooperation;
  - e) any information marked as "confidential" by the disclosing Party.

## § 15. Personal Data

1. In the event that, in connection with the execution of a given Order, it is necessary for the Seller to process personal data, the controller of which is the Customer, these GTCS shall constitute an agreement on entrusting the Seller with the processing of personal data by the Customer, to which the following provisions shall apply.
2. The Seller undertakes to process personal data only for the purpose of executing the Order and the Contract and to the extent necessary for the execution of the respective Order and the Contract.
3. The Seller undertakes to process the personal data entrusted by the Customer in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and the repeal of Directive 95/46/EC (General Data Protection Regulation (Dz. Urz. EU L 119 of 04.05.2016 hereinafter referred to as "GDPR").
4. The Seller shall allow only persons with appropriate named authorisations to process personal data, and shall ensure that such persons have been acquainted with the personal data protection regulations and the responsibility for non-compliance with them, have undertaken to comply with them, and to indefinitely maintain the confidentiality of the processed personal data and the means of securing them.
5. The Seller undertakes to apply technical and organisational measures aimed at proper, corresponding to threats and categories of data subject to protection, security of the entrusted personal data for processing purposes, in particular secure them against making them available to unauthorised parties, taking away by an unauthorised person, processing in breach of law and changes, loss, damage or destruction.
6. The Customer agrees that the Seller may entrust the processing of personal data to subcontractors who have entered into an appropriate agreement with the Seller for the entrustment of personal data processing.
7. Vinderen in an effort to comply with the standards contained in Article 13 (1) and (2) of the GDPR informs the Buyer that:
  - a) the controller of the personal data is 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.
  - b) personal data will be processed for the proper performance of the Contract (i.e., pursuant to Article 6(1)(b), (c) and (f) of the GDPR).
  - c) the data may also be processed in connection with the controller's direct marketing of the Subject of the contract to potential and existing customers, which is a legitimate interest of the controller, i.e. under Article 6(1)(f) of the GDPR. In such a situation, the data subject is entitled to object to further processing of the data for this purpose to the controller, which will result in the cessation of further data processing in the present scope.
  - d) the data may also be based on the consent of the data subject expressed in explicit form or through the implied consent of the data subject expressed by a marked action. Each time the purpose of data processing based on the data subject's consent will be stated by the controller before processing begins. The data subject is then entitled to withdraw consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal
  - e) Recipients of personal data will include:
    - providers of services supplying the controller with technical and organisational solutions to manage the controller's organisation (in particular, courier and postal companies, IT service providers);
    - providers of legal and consulting services and those supporting the controller in the recovery of claims;
    - subcontractors of services outsourced to the controller under the Contract;

- other entities providing services to the controller or entities to which the controller entrusted data processing on the basis of a separate entrustment agreement.

- f) personal data will not be transferred to third countries, i.e. outside the European Union.
- g) personal data will be kept for the period necessary for the performance of the Contract, and after its termination or expiration, for the period of limitation of claims, in accordance with applicable laws.
- h) the data subject has, depending on the circumstances and the legal basis involved, the right of access to the content of their data and the right to rectification, erasure, portability, restriction of processing, the right to object.
- i) the data subject has the right to lodge a complaint with the PUODO when he/she considers that the processing of personal data by Vinderen concerning the data subject violates data protection laws.
- j) provision of personal data is a contractual condition. Providing them is voluntary but necessary to achieve the intended purpose.
- k) the source of origin of the data is the contract specified in paragraph (b) and direct actions taken by the Buyer.
- l) personal data will not be processed in an automated manner (including in the form of profiling) that may produce legal effects against the Buyer or similarly significantly affect the Buyer's situation.

#### **§ 16. Final Provisions**

1. In matters not regulated in the 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 GTCS and the Contract. (the so-called Vienna Convention).
2. 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.
3. The invalidity or ineffectiveness of any provision of the GTCS shall not affect the validity or effectiveness of other provisions of the GTCS. In this case, instead of the invalid or ineffective provisions of the GTCS, the relevant generally applicable legal regulations shall apply.
4. Vinderen reserves the right to unilaterally amend the GTCS, at any time. The amended GTCS will be effective as of the date designated by Vinderen, and in the absence of a designated effective date for the amendments to the GTCS, they shall be deemed effective as of the date of publication on Vinderen's website.
5. The Buyer is not entitled to transfer any rights under the contract to any third party without the prior written consent of the Seller.
6. The current content of the GTCS is available on the Seller's website. The GTCS can be fixed, obtained, stored and reproduced at any time by printing or downloading in PDF format from the Seller's website and saving in the memory of a computer or other suitable data carrier.
7. These GTCS are effective as of 03.02.2023.

#### **Appendix: General Terms and Conditions of Guarantee**