

## GENERAL SALES CONDITIONS

### GENERAL PROVISIONS

1. These General Terms and Conditions of Sale and Guarantee (hereinafter "General Terms") apply to the supply and sale of products offered by NORWOOD Sp. z o.o., Rusocin, ul. Rataja 6, 83-031 Łęgowo entered into the register of entrepreneurs under the number KRS 0000114570 hereinafter referred to as the Supplier concluded between the Supplier and the entrepreneurs as purchasers of those products, hereinafter referred to as the Purchasers.
2. Detailed terms of delivery and sales agreements between the Supplier and the Purchaser may be governed by a one-off or a frame delivery contract (or sale), which sets out the terms of the contract differently than regulated in the General Sales Conditions. In the event of a conflict between the provisions contained in the specific agreement and the General Conditions, the provisions of the Specific Agreement are binding
3. General Warranty Terms are part of the General Sales Conditions and apply from the time of sale
4. The order submitted by the Purchaser shall not constitute a basis for the conclusion of the contract if it is contrary to the General Conditions of Business
5. The GSC's for domestic and foreign customers define the rules of the parties' cooperation in the sale of products by the Seller to the Customer
6. Information posted on the Seller's website does not constitute an offer within the meaning of the Civil Code, but only an invitation to place an order.
7. The customer submitting the order recognizes the General Sales Conditions as an integral part of the contract concluded with the Seller.
8. General Terms and Conditions are provided for your acknowledgment and acceptance by the Buyer as an attachment to the partnership agreements or at the latest at the time of placing the order. If the Buyer remains in Norwood's regular business relationship, the receipt of the General Terms and Conditions by a single order is

deemed to be their acceptance for all other orders and sales contracts.

9. If the Buyer has not made a declaration of approval of the General Sales Conditions, Norwood Sp. z o.o. may suspend the order until receiving a written statement.

### PRICES CONCEPT, TERMS OF DELIVERY, TERMS OF PAYMENT

1. The price specified in the contract or offer of the Supplier is the net price (excluding VAT) Loco the supplier's place of business.
2. The Buyer submits a written inquiry on products by email or in person (personally) to the Seller.
3. The inquiry should include: quantity, type and full specifications of the ordered products. The date indicated by the Client in the inquiry is not binding on the Seller.
4. The manufacturer, in response to a client's request, prepares an Offer which he or she sends to the Customer in person or via email. Each offer includes the quantity, type, full product specifications, delivery time and the validity of the offer.
5. Before confirming the offer and then handing over the order for production, the Customer is obliged to check its conformity in terms of quantity, assortment type, dimensions, colors and other items of order.
6. In the case of customer measurements - the customer is responsible for the correctness of measurements
7. The conclusion of a unit sale agreement is effected at the moment of the written confirmation of the Supplier's Sales Order submitted by the Client by mail or by fax.
8. The manufacturer is entitled to unilaterally demand from the Customer payment of an advance payment conditional on the conclusion of a unit sales contract in connection with the order placed in the amount of 50% of the gross

- order value, under pain of refusal to accept the order to be executed
9. The customer may resign or make changes to the order provided that it has not started production.
  10. In each case, the Customer will receive a confirmation of the order from the Seller specifying the date of production (the date of receipt) and the date of the adjustment specifying the day to which the changes may be made
  11. Payment for the products will be in the form of:
    - advance payment by bank transfer to the Seller's account upon signing the Offer
    - the remaining amount by bank transfer to the Seller's account, before receiving the products
    - cash transferred on receipt of products up to 5 000 PLNThe date of payment of the party shall be the date on which the account is credited to the Seller's account:  
Raiffeisen Bank Polska Spółka Akcyjna, 80-280 Gdańsk, o / Wrzeszcz, ul. Szymanowski 2  
Account number in PLN Raiffeisen Bank Polska SA: PL 46 1750 1325 0000 0000 0671 8442  
SWIFT CODE: RCBWPLPW
  12. Delay in payment of any required receivables authorizes the Seller to suspend supplies and withdraw from subsequent orders
  13. Filing a complaint does not release the Customer from the obligation to pay the full price of the product.
  14. If the Seller requests payment of an advance payment, the date of production of the ordered products is determined individually and counted from the day of receipt on the account or to the Seller's cash register, advance payment for the ordered products
  15. In other cases, the production date is fixed with the customer and is counted from the date of order confirmation / contract conclusion
  16. The manufacturer defines the following liability rules for the supply of products:
    - for products transported by the seller's own transportation, the Seller bears the risk of damage or loss of products until the Customer unloads the product. From the moment of unloading the delivered products, the customer is responsible for any damage or loss of products.
    - for products transported by the customer's own transport or through a third party, Seller's liability for loss of or damage to the products ends when they are loaded onto the means of transport. Liability for loss of or damage to products is passed on to the Customer
  17. The products should be stored in indoor, dry and airy rooms and should be protected against direct negative atmospheric conditions. For defects and nonconformities resulting from improper storage of products, the Seller shall not be liable.
  18. The Buyer undertakes to immediately notify Norwood Sp. z o.o. in writing about any change in place of business or residence and mailing address. Failure to notify will result in service to the addresses indicated in the order or to the signed partnership agreements or other trade agreements.
  19. The Seller must immediately inform the Customer of the occurrence or forecast of the delay in the readiness to release the goods from the Seller's warehouse and notify the reason thereof and the possible new deadline for receipt. Together, the Supplier and Buyer will agree on further steps. Delay of delivery of goods can not be the cause of claims against the Seller.
  20. The Supplier for the delivered products issues a VAT invoice. The supplier adds tax on goods and services to the net prices included in the offer or contract at the applicable amount.
  21. Unless otherwise agreed by the Parties, the price for the ordered products is paid in full before the Purchaser is issued. In the case of a deferred payment invoice, the date of payment is calculated on the day the funds are credited to the supplier's account.
  22. In the case of delivery of products before payment of the total price, detection of possible defects in delivered products does not constitute grounds for the Purchaser to suspend payment of any part of the receivables.
  23. Unless otherwise agreed by the Parties, the Purchaser is obliged to collect the products within two weeks from the date on which the Supplier receives the readiness information for the products to be received. The Purchaser will pay the Supplier a contractual penalty of 20% of the price of the unclaimed goods when the Purchaser delays receiving more than 10 days counted from the ineffective expiry of the above-A two-week term. If the Purchaser fails to collect the ordered products within the specified period,

the Supplier may also withdraw from the contract. The supplier is entitled to file a written statement of withdrawal within 60 days of the expiry of the date designated by the Purchaser for the receipt of the products. Withdrawal by the Supplier from the contract does not release the Buyer from the obligation to pay the claimed penalty. The supplier is entitled to claim damages in excess of the claimed penalty.

#### CREDIT

1. The Supplier is entitled to suspend the execution of the accepted order if the Purchaser is in delay in paying the amount due for the delivery covered by this order or the delivery has been made in advance
2. Ownership of products is reserved to the Supplier until the full price of the product is paid.

#### WARRANTY

The Seller shall provide warranties for the ordered products in accordance with the terms and conditions set out in the Warranty Certificate accompanying the products and the General Terms and Conditions of Warranties made available on the Seller's website

1. All complaints must be reported to the Seller promptly and in writing.
2. In the case of quantitative complaints, the complaint may be filed:
  - for complaints resulting from incorrect loading of goods - at the latest on the day following the unloading of the goods
  - for complaints arising from damage caused during transport - at the latest on the day of unloading; It is necessary to place the Buyer's annotation on the consignment note of the type of damage purchased goods (statement of absence or damage). The note on the consignment note must be signed by the driver who delivered the consignment.
3. The different terms of the guarantee may be governed by a one-off or a framework contract of supply between the Supplier and the Purchaser. In the event of a conflict between the provisions contained in the specific agreement and the GTC, the provisions of the Specific Agreement are binding.
4. Pursuant to art. 558 § 1 of the Polish Civil Code the Parties exclude the liability of the Supplier for warranty.

#### FINAL PROVISIONS

1. The General Sales Conditions was prepared in linguistic versions, equally authentic. In the case of disputes between the parties, their interpretation is decisive in the Polish language version.
2. Agreements between the Parties, including matters concerning their conclusion, execution and termination, shall be governed by Polish law. Any disputes arising out of the concluded contracts will be resolved by the competent court of the Seller.
3. The seller reserves the right to change the General Sales Conditions. Any change of General Sales Conditions shall apply from the date of their publication on the Seller's website, provided that the provisions of the General Sales Conditions applicable to the date of acceptance of the contract / contract are applicable to the contracts concluded between the Parties

#### PACKAGE

1. Norwood Sp. z o.o. Will make every effort to ensure that the goods are properly packed.

I hereby declare that I have read and accepted the General Sales Conditions and the terms and conditions contained in the Guarantee Sheet, the Norms of Installation, Use, Care and Maintenance.

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Buyer signature