

## **General Terms of Sale, Payment and Warranty**

**applied by the Seller - MDH Spółka z ograniczoną odpowiedzialnością with its registered office in Łódź**

### **I. General Provisions**

1. The terms indicated below have the meaning as follows.
  - 1.1. Seller - MDH Spółka z ograniczoną odpowiedzialnością with its registered office in: 94-007 Łódź, ul. Maratońska 104, registered by the District Court for Łódź-Śródmieście in Łódź, 20th Economic Division of the National Court Register, KRS no. 0000179592, NIP (VAT no.) 7282295492.
  - 1.2. Buyer - any natural person, legal entity, or organisational entity with no legal personality, whose registered office is outside the Republic of Poland, which is not a consumer and buys goods of the Seller; consumer is here understood as a natural person who buys goods for any purposes not related to its business or professional activities.
  - 1.3. OWS – these General Terms of Sale, Payment and Warranty applied by the Seller – MDH Spółka z ograniczoną odpowiedzialnością with its registered office in Łódź; OWS are published on the website [www.mdh.pl](http://www.mdh.pl). OWS are published on the website in a way that makes it possible to buy, record and recreate by the Buyer; it is considered that the Buyer placing an order has read OWS and approved its content without any reservations.
  - 1.4. Goods – movable property intended for sale, which are found in the commercial offer of the Seller.
  - 1.5. Order – a proposal for acquisition of goods submitted by the Buyer, determining at least the type, quantity and place of delivery.
  - 1.6. Offer – terms of sale of goods presented by the Seller, determining at least the type of goods, their quantity, price, terms of payment, date and conditions of delivery.
  - 1.7. Written Form – a statement recorded in the form of a written document; written form shall be considered as preserved also in the case of submitting a statement by means of distant communication, if the content has been recorded (in particular by e-mail or SMS).
2. OWS shall apply to sale carried out by the Seller to the benefit of Buyers with registered offices outside the Republic of Poland. OWS shall not apply in the case of Buyers who are consumers.
3. OWS shall apply to all agreements for sale concluded between the Seller and the Buyer, regardless of the method of agreement conclusion. In the case of any discrepancies between the provisions of an agreement for cooperation or agreement for sale concluded in writing and the provisions of OWS, the regulations of relevant agreements shall apply. In the case of any discrepancies between the contractual clauses approved by the Parties when placing an order and provisions of OWS, the contractual provisions shall apply.

4. Each of the Parties undertakes to maintain due care in performance of this Agreement, required from an entity performing (professionally) the activities described in this Agreement.

## **II. Terms of Sale**

1. These Terms of Sale shall apply, unless the Parties adopted different solutions in an agreement for cooperation or agreement for sale concluded in writing.
2. In order to purchase goods, the Buyer shall place an order, which should be addressed electronically to the e-mail address or placed by telephone using e-mail addresses or phone numbers provided on the website [www.mdh.pl](http://www.mdh.pl), or dedicated for the Buyer. In the case of any doubts concerning the content of an order, the Seller will immediately request the Buyer to provide a relevant explanation.
3. The Buyer shall get familiar with the properties of goods and requirements related to its use before selecting the goods. In the case of any doubts, the Buyer should ask the Seller to provide them with relevant information before ordering goods.
4. The Seller may refuse to accept the order, in particular when the goods are not part of their commercial offer, the decision to withdraw goods from commercial offer has been taken, it is not possible to complete an order within reasonable time, the Seller is unable to complete an order due to the quantity of ordered goods, or the sale is unprofitable for them.
5. When accepting an order for processing, the Seller shall provide the Buyer with an offer that will be sent to the same e-mail address from which the order had been placed. Completion of a sale requires the offer to be approved by the Buyer in writing during the period of offer validity. In exceptional cases, order placement and confirmation can also be carried out without the written form (by phone).
6. The Seller may subject order completion to its confirmation by authorised representatives of the Buyer.
7. If order completion is subject to certain activities to be taken by the Buyer, including in particular payment of price, advance payment towards the price, payment security, the Seller shall not begin to process the order until these conditions have been fulfilled.
8. If the order is to be processed in batches, the Seller shall have the right to suspend further deliveries until the Buyer has settled all outstanding payments that are due.
9. The Seller reserves the possibility to withdraw from the terms of a placed offer, if it becomes impossible to complete the order as a result of circumstances that occur after the date of offer placement, as well as when the cost of order completion increases as a result of such circumstances. In particular, the Seller refers to the following circumstances: withdrawal of offered goods from the market, unavailability of goods or their subassemblies at the Seller's supplier, change of delivery conditions for the offered goods, as well as changes affecting the purchase price of goods or assemblies by the Seller, or costs of performing the agreement for changing tax obligations, customs obligations, currency exchange rate, transport costs or

insurance of goods. The Seller shall immediately notify the Buyer about withdrawing from the terms of offer.

10. The Buyer shall provide the Seller with the data required for issuing a VAT invoice (name, legal form, registered office and NIP (VAT number) of the Buyer). This does not apply to the situation when the Seller is already in the possession of the specified data.

### **III. Delivery**

1. The date of delivery specified by the Seller is indicative only and may be changed. The Seller shall immediately notify the Buyer about such change. The Buyer acknowledges that the Seller might not have control over the timeliness of delivery and approves the possibility to move the date of delivery of goods, as a result of which neither a delay in delivery of goods, nor the resulting termination of the agreement shall constitute a basis for raising any compensation claims against the Seller.
2. The Buyer may withdraw from an agreement in consequence of a delay in delivery of goods only when provision of a service by the Seller loses its economic importance for the Buyer as a result of the delay. The Buyer cannot withdraw from the agreement, if they approved the change of the date of delivery. The Buyer shall immediately notify the Seller about withdrawing from the agreement.
3. The delivery shall be carried out in line with Incoterms agreed with the Buyer in writing or in the offer.
4. The Seller may entrust performance of activities related to implementation of the agreement to third parties.
5. The Buyer shall be obliged to collect the goods.
6. The Buyer shall examine the goods upon receipt in terms of their compliance with the offer, type, quantity and quality, as well as notify the Seller immediately, not later than within 5 working days, about the revealed non-compliance with the agreement, or else the Buyer shall lose the entitlement to lodge a complaint for the delivered goods. In the case of discovering any damage of goods or packaging during transport, the Buyer shall enter their objections in the waybill, shipment specification or other proof of transport completion.
7. If goods are to be collected from the Seller's warehouse in accordance with the concluded agreement, a representative of the Buyer, or a third party acting on their behalf, including the carrier, shall have the obligation to examine goods in terms of their compliance, type, quantity and quality before loading, as well as confirm their compliance with the agreement by means of a handwritten signature; such confirmation shall be binding for the Buyer.

#### **IV. Prices and Terms of Delivery**

1. The prices specified in the written agreement or offer, in the case of a lack of other specific indication, are net prices, which means that the Seller will increase them by the amount of VAT due.
2. The price may be determined by reference to the price list published by the Seller.
3. Terms of payment are agreed individually with each Buyer.
4. The payment date is considered as the date when the bank account of the Seller has been credited with the appropriate amount. The Seller shall charge the Buyer for any delay in payment with the proper amount of interest applicable in commercial transactions. The settlement of interest will be carried out on the basis of a debit note.
5. In the case of deferment of payment date or arrangement of payment in instalments, the Seller shall be entitled to withdraw from the agreement in the event of a failure to pay the price or its specific instalment on time.
6. A failure to pay the price on time results in maturity of the whole price, which should be paid to the benefit of the Seller immediately, within no more than two working days.
7. Unless the Parties decided otherwise in a concluded written agreement or offer, the goods shall be property of the Seller until the whole price has been paid. During the period of deferment of price payment, at the request of the Seller, the Buyer undertakes to make the goods available to the Seller, indicate the place of storage and release them in a non-deteriorated condition to the Seller.
8. In the case when the Seller has to collect the goods delivered to the Buyer, the Seller shall charge the Buyer with compensation for the loss suffered in this manner. In such circumstances, the Buyer shall not be entitled to a refund of the costs of storing and securing the goods.

#### **V. Complaints, Guarantee of Quality, Liability of the Seller.**

1. The below provisions on guarantee of quality are binding for the Seller only in the case when the Seller failed to provide the Buyer with a warranty card of a different manufacturer or distributor of goods.
2. The Seller may use the guarantee of quality only if they settled the price in full.
3. Unless other documents (in particular agreement, offer, provided warranty card) show otherwise, the warranty period is **12 months** and it is calculated from the date of receipt of goods by the Buyer, and in the case when the Buyer fails to fulfil the obligation to collect goods within the date agreed by the Parties - from the date when the goods were to be collected in line with the arrangements between the Parties.
4. A complaint should be lodged within 5 working days from the moment of discovery of a defect, or else any warranty entitlements may be lost. A complaint shall be sent electronically to the e-mail address indicated by the Seller for lodging complaints, stating the batch number of goods, LOT

number and description of the defect. The complaint should be accompanied with a warranty card (provided that it was issued), proof of purchase, as well as photos or film allowing to verify the defect occurrence.

5. The Seller shall consider the complaint within 7 working days from the date of submission. If additional explanations of the Buyer are required to process the complaint, the deadline will be calculated from the date when such explanations have been provided.
6. If the complaint is accepted, the Seller shall remove the defect by repairing the defect free of charge or replacing goods with new goods free from defects. The manner of handling a complaint shall be chosen by the Seller. In the case when the repair or replacement of goods is not possible, or the repair would result in incurring costs disproportionate to the value of goods, the Seller may decide to handle the complaint by refunding the price paid to the Buyer.
7. The Seller shall not be liable under guarantee of quality if:
  - 7.1. goods were destroyed, damaged or lost as a result of activity of the Buyer, third party or force majeure,
  - 7.2. defect of goods has been caused by improper use of goods, in particular their use in a way contrary to its intended use, instruction manual, or failure to comply with the required adjustment or maintenance activities,
  - 7.3. defect of goods occurred as a result of mechanical damage,
  - 7.4. the Buyer made any individual repairs or modifications during the warranty period, or replaced components of goods in a manner not consistent with the instructions or other recommendations of the manufacturer,
  - 7.5. the defect results from the use of goods, or natural wear of goods or their components.
8. The Seller shall incur the costs of sending claimed goods only if the complaint is found to be legitimate. If the complaint has been approved without a survey of the goods, and the defect is removed without a repair, the Seller may recommend the Buyer disposing of goods at their expense. The Seller shall refund the cost of disposal of goods only in the amount that was previously agreed with them.
9. In connection with the guarantee of quality provided by the Seller, other manufacturer or distributor of goods, the liability of the Seller under warranty for defects in goods is excluded.
10. The Seller shall bear compensation liability towards the Buyer only for losses caused intentionally.

## **VI. Withdrawal from the Agreement**

Regardless of the basis for termination of the Agreement referred to in IV.4 of OWS, the Seller shall be authorised to terminate the Agreement with immediate effect in the case of:

1. violation of terms and conditions of the Agreement by the Buyer, terms specified in the offer, or provisions of OWS,

2. overdue payments on the side of the Buyer towards the Seller,
3. initiation of enforcement proceedings against the Buyer, insolvency of the Buyer, or commencement of bankruptcy, restructuring or winding-up proceedings against the Buyer.

#### **VII. Return of Goods**

1. The Seller does not foresee the possibility to return goods, subject to the below provisions.
2. Goods can only be returned in the case when:
  - 2.1. The Parties decide that goods are to be returned in a written agreement or offer,
  - 2.2. The Seller consents for the return of goods in writing, or else such consent shall be null and void.
3. The goods may be returned pursuant to VII.2, provided that they are consistent with the following requirements:
  - 3.1. the goods were ordered from the Seller not later than 6 months calculated from the date of submission of proposal for the return of goods by the Buyer,
  - 3.2. the goods are not damaged; the goods are complete, clean and bear no traces of use (including original, undamaged packaging),
  - 3.3. the goods are part of commercial offer of the Seller.
4. The Seller may subject the return of goods to:
  - 4.1. prior approval of correct VAT invoices by the Buyer,
  - 4.2. prior refund of costs incurred by the Seller in connection with the sale by the Buyer.

#### **VIII. Force Majeure**

1. None of the Parties shall be liable for non-performance or improper performance of their obligations resulting from the Agreement, if such non-performance or improper performance of obligations is caused by force majeure.
2. If order completion was not possible due to occurrence of force majeure, any rights and obligations resulting from the Agreement concluded by the Parties shall be suspended for the duration of force majeure occurrence.
3. In the case when force majeure lasts for a period longer than 3 months, the Agreement shall expire upon the expiry of the above-specified period, unless a Party demonstrates that the Agreement may be performed in line with its intended purpose despite a force majeure occurrence. In such case, the Parties acting in good faith may adjust provisions of the Agreement to the new conditions resulting from force majeure occurrence.

4. Force majeure shall be understood as any reasons that are beyond control of the other Party, including riots, war, hostile relations between countries, embargo, fortuitous events, epidemic, flood, fire, accidents and strikes. Force majeure shall also be understood as an important change of the existing legal provisions, as well as such judgements or decisions of the authorised authorities that prevent or significantly restrict the possibility of agreement implementation.

## **IX. Final Provisions**

1. The Seller shall be have the right to change unilaterally provisions of OWS or Price List referred to in IV.2, whereby such change shall apply to the already placed orders or concluded agreements only in the case when the Buyer agrees to introduce such a change. A change of OWS or Price List shall take place by publication on the website of new content of OWS or Price List.
2. Any changes in the terms of placed orders or concluded agreements require a consent of the Parties expressed in writing, or else shall be null and void.
3. Each of the Parties shall immediately notify the other Party in writing about a change of the address of its registered office and mailing address, as well as about a change of phone numbers or e-mail addresses used for the purpose of agreement implementation. Until the notification about a change of the above addresses, the correspondence sent to the last address known to a Party shall be regarded as effectively served.
4. Transfer of liabilities resulting from this Agreement to the benefit of the Buyer, as well as transfer of rights and obligations of the Buyer to a third party, can only take place upon receiving a prior consent of the Seller, expressed in writing, or else it shall be null and void.
5. No provision of OWS, agreement or offer shall be interpreted as providing the Buyer with the right to use trading names, trademarks, Community designs, as well as any other industrial property objects of the Seller, even if they have not been reserved.
6. No provision of OWS, agreement or order shall be interpreted as resulting in establishment of institutional relations, relationship of domination or dependence, consortium or partnership agreement between the Parties.
7. Each of the Parties shall maintain the secrecy of all information about the company and business of the other Party, in particular all non-public information, technical, financial, commercial, organisational and personal information (company secrets). The following circumstances shall be considered as violation of company secrets: providing information to an unauthorised third party (including publishing information which causes access to information for an unlimited number of recipients), failure to secure information due to which information is acquired by an unauthorised third party, use of information for own business activity in the case when it is not justified by the performance of the agreement.
8. The Parties hereby acknowledge that they may be entrusted with personal data for processing in connection with the agreement performance. The Parties hereby undertake to protect the indicated data pursuant to the provisions of the Regulation of the European Parliament and of the Council (EU) 2016/679 and relevant national legislation.

9. The generally applicable regulations of Polish law shall apply in any issues not governed by the agreement, offer or OWS. The Parties shall submit any disputes to the jurisdiction of Polish common courts. The court having jurisdiction over the registered office of the Seller shall be competent for resolving any such disputes.

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