

GENERAL CONDITIONS OF SALE AND DELIVERY OF GOODS BY TEKNOS Sp. z o.o.

Version of 02 April 2024

I. DEFINITIONS

Terms defined in this document, the Framework Agreement, Price Lists/Offers or other such materials used by the Seller, unless otherwise specified by the Seller, shall have the following meaning:

Seller - TEKNOS Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Warsaw at ul. Piotra Bardowskiego 8, 03-888 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register under number 0000052214, NIP [Tax Identification Number] 5221670517, with the share capital of PLN 13.164.500,00, BDO [Product, Packaging and Waste Management Database Registry] 000017027.

GCSD - these General Conditions of Sale and Delivery of Goods by TEKNOS Sp. z o.o.

Civil Code - the Act of 23 April, 1964 (Journal of Laws No. 16, item 93, as amended).

Business days - these are days from Monday to Friday, excluding public holidays.

Buyer - Entrepreneur who signed a Framework Agreement with the Seller or submitted an Order, which was accepted by the Seller and approved in writing or in electronic form.

Parties - Buyer or Seller individually, or Buyer and Seller jointly, respectively.

Entrepreneur - an entrepreneur within the meaning of Article 43[1] of the Civil Code, with the exception of natural persons conducting a sole proprietorship, for whom a distance sales and delivery agreement is directly related to their business activity, but not of a professional nature, resulting in particular from the subject of their business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity.

Goods - products sold by the Seller, in particular paints in the original manufacturer's packaging before their application, including Tinted Goods prepared by the Seller.

Tinted Goods - Goods pigmented with the use of Dosing and Mixing Equipment used in accordance with the Seller's specifications and equipped with legal and current software installed by the Seller. The Tinted Goods are systemically sealed in the manufacturer's packaging after the pigments have been dosed and marked with stickers printed from the Dosing and Mixing Equipment.

Framework Agreement - agreement concluded between the Seller and the Buyer, setting out the principles of their cooperation.

Agreement - the agreement for sale of Goods, as defined by the Civil Code, concluded between the Seller and the Buyer in the scope of the Order placed by the Buyer.

Order - a declaration of intent of the Buyer, or a person acting on his behalf or for its benefit, aiming directly at concluding a Sales Agreement for Goods received electronically at the address or in another form accepted by the Seller, in particular in the Framework Agreement, made on the basis of the Framework Agreement or without it, containing in particular the correct (consistent with the Price List): Code of the Goods, name of the Goods, in the case of Tinted Goods - Tint Code, quantity of the Goods, Invoicing currency in accordance with the Offer, as well as place of delivery, full details of the Buyer, date, name of the person acting on behalf of the Buyer and other relevant conditions. Each Order placed by the Buyer shall be deemed an offer of the Buyer within the meaning of the Civil Code submitted to the Seller. It is assumed that the address from which the Order is sent is the Buyer's email address for the purposes of formal correspondence concerning the execution of Orders between the Parties. Acceptance of the Offer by the Seller requires its confirmation by email. Any declarations of intent made by means of devices and means of communication assigned to the Buyer or under its control (in particular telephone number, fax, email address) shall be deemed as coming from the Buyer and having effect within the relationship between the Buyer and the Seller. It is unacceptable for the Buyer to

indicate prices in the Order other than those indicated in the Price List. Placement of the Order and conclusion of the Agreement takes place at the prices indicated by the Seller in confirmation of the Order.

Price List/Offer - document (printed or sent by email as a .pdf file) containing, in particular, net prices of Goods selected by the Seller within particular segments of paints (see: www.teknos.pl), possibly other commercial terms and conditions, drawn up by the Seller, made available to the Buyer as a printout or in electronic form or within particular applications made available by the Seller for submitting and sending Price Lists and commercial terms and conditions to the Buyer. Unless otherwise specified in the Price List, the information indicated therein, in particular the prices of the Goods, shall be valid for a period of up to 30 days from the date of publication of the Price List. At the same time, a term of validity of the Price List longer than 180 days requires the confirmation in the form of a signature of persons formally authorised to represent the Seller, otherwise, irrespective of the information given in the Price List, the Price List shall be valid no longer than 180 days from the date of its publication. Change of the Storage Category (Stor. Cat.) does not constitute an amendment to the Price List/Offer, unless it results in a change in prices or new charges.

Carrier - the entity or person who delivers the Goods ordered by the Buyer.

Authorised Distributor - an entity cooperating with the Seller in selling and distributing the Seller's Goods. A current list of Authorised Distributors is available at www.teknos.pl. The Seller may assist Authorised Distributors with offering and technical support if the Seller so chooses. The Authorised Distributor is solely responsible for the Goods sold by the Authorised Distributors and the terms of sale.

ERP System - Seller's ERP-class IT system used to support and record the turnover of goods and accounting and to generate and distribute documents related to the implementation of sales and deliveries.

MS/MR Storage Category (Stor. Cat.) - Goods attribute in the ERP System. Assignment of the MS/MR category results in the fact that the given Goods will be kept in the Seller's stock in amounts resulting from rotation in a representative period, or on the basis of a forecast agreed with the Client. Goods with stock category MS/MR are automatically replenished according to the settings in the ERP System.

ML Storage Category (Stor. Cat.) - Goods attribute in the ERP System. Assignment of the ML category results in the fact that the given Goods will not be automatically added to the Seller's stock. The ML category Goods shall be available to the Buyer on the Seller's stock in quantities resulting from the Buyer's Call of Order accepted by the Seller.

MO Storage Category (Stor. Cat.) - Goods attribute in the ERP System. Assignment of the MO category results in the fact that the given Good will not be automatically added to the Seller's stock. Goods of MO category shall be delivered to the Buyer each time on the basis of the Order with admissible tolerance of delivered quantity of Goods +/-20% in relation to the Order. In the event of Ordering by the Buyer of a quantity smaller than the minimum production batch of Goods the Seller shall add to the delivery a fee in the amount specified in the "Price List for Additional Services" (does not apply to Powdermix Goods). When ordering Goods of MO Stor. Cat., the Buyer is obliged to pay the Seller the price for the quantity of Goods delivered, in accordance with the above-mentioned second sentence, possibly increased by the fee referred to in the preceding sentence. The Seller's liability for delivery of Goods in less than or more than the quantity as defined herein is excluded.

Goods Code - a unique sequence of characters identifying the goods index in the ERP System indicated in the Price List/Offer. The Goods Code is required to be provided by the Buyer in the Order.

Tint Code - a unique sequence of characters identifying the tint of the given Goods in the ERP System, indicated in the Price List/Offer. The tint code is required to be provided by the Buyer in the Order.

Unit of Measurement (U.M.) - unit of measure of the Goods: litres (l), kilograms (kg), pieces (pcs).

Packaging (Pkg.) - the capacity of the original packaging of the Goods in Units of Measurement.

Online Shop Regulations/Regulations - a document regulating the conclusion of a Sales Agreement via the Online Shop, located on the Seller's website at the following link: <https://www.teknos.com/pl-PL/regulamin-sklepu-internetowego/>

Online Shop - website owned by the Seller, through which the Buyer may place an Order for Goods, located at the following link: <https://www.teknos.com/pl-PL/webshop/>

Filling (Fill.) - the content of the Goods in the Packaging stated in Units of Measurement.

Logistics minimum – the minimum quantity of the Goods in the Order, above which the Transport Cost is borne by the Seller.

Transport cost - an additional cost resulting from the transport of the ordered Goods which, depending on whether or not the Logistics Minimum is met, is borne by the Seller, or in the event of failure to meet the Logistics Minimum - by the Buyer. Price list The cost of transport borne by the Buyer is specified in the Price List for Services and Additional Fees of TEKNOS sp. z o.o.

Price list of Services and Additional Fees TEKNOS Sp. z o. o. - a document specifying, among other things, Transport costs, rules for calculating Additional Fees and Services, located at the following [link](#):

Service - an additional service offered by the Seller, the price of which is specified in the Price List of Services and Additional Fees of TEKNOS Sp. z o.o.

Additional fee - additional costs that the Buyer may be obliged to pay regardless of the achievement of the Logistics Minimum, resulting, among others, from as a result of individual arrangements related to the delivery of Goods or the use of Services. Additional fees are charged in accordance with the Price List for Services and Additional Fees of TEKNOS Sp. z o.o.

II. GENERAL PROVISIONS

1. These General Conditions of Sale and Delivery (GCSD) are applicable to all legal relations resulting from Agreements, Orders and deliveries carried out between TEKNOS Sp. z o.o. as the Seller and the Buyer, unless otherwise stipulated in the Framework Agreement, the Regulations of the Online Shop, or regulations of particular services offered by the Seller.

2. The General Conditions of Supply for the TEKNOS Group are excluded.

3. The Parties may regulate their rights and obligations related to the sale and delivery of Goods in a different manner in the Framework Agreement, Regulations of the Online Shop, or Rules and Regulations of individual services offered by the Seller, with the reservation that in the scope not regulated therein, the GCSD shall apply.

4. The current content of GCSD is always available, upon request of the Buyer, at the registered office of the Seller, and is also posted on the official website of the Seller - www.teknos.pl.

5. The Buyer is obliged to get acquainted with the content of the GCSD before placing an Order.

6. The Buyer is an independent Entrepreneur and, in the scope regulated by these GCSD, it is in no case an employee, agent or sales representative of the Seller.

7. The Buyer declares that:

a) the conclusion of the Agreement does not infringe the rights of third parties and does not require the consent of such persons, and if such consent was required, the Buyer ensures that it was obtained;

b) has the necessary knowledge, qualifications and experience in the use of the Goods as part of the business conducted by the Buyer;

c) no arrangement, bankruptcy, reorganisation, liquidation or enforcement proceedings are pending (as well as no application has been made in this regard) to which it is a party and which could affect the

Buyer's ability to fulfil obligations under this Agreement or its validity and enforceability, and if they do, undertakes to immediately notify the Seller in writing.

III. ORDERS

1. Information about the Goods given by the Seller, in particular in the Price List/Offer, descriptions of the Goods and prices, constitute an invitation to conclude the Agreement, within the meaning of Article 71 of the Civil Code.
2. The Seller undertakes to supply the Goods to the Buyer in accordance with applicable standards and regulations in the Republic of Poland.
3. The Seller shall execute Orders accepted by it in accordance with the GCSD, unless anything else results from the Framework Agreement, Rules of the Online Shop, or rules of additional services.
4. Actions aimed at concluding the Agreement, in particular placing an Order, may be performed only by persons duly authorised to act on behalf of the Buyer. It is assumed that the person placing the Order is the person authorised by the Buyer to do so.
5. By placing the Order, the Buyer undertakes to comply with the economic sanctions, understood as restrictions imposed by the European Union, the United States, or the United Kingdom, in particular on the Russian Federation and Belarus, regarding the economy of these countries, individual natural persons, or legal entities.
6. The Buyer, in connection with the above, ensures that it, as well as the members of its bodies and persons acting on its behalf and in its name:
 - a. remain in compliance with the regulations on the severance or limitation, in whole or in part of economic and financial relations with one or more third countries and the anti - money laundering and counter – terrorist financing regulations of the European Union, the Republic of Poland, the United Kingdom of Great Britain and Northern Ireland, the United States of America, the Kingdom of Norway and the United Nations (the "Sanction Regulations");
 - b. are not subject to any sanctions, including economic sanctions, trade embargoes, prohibitions on the transfer of funds and economic resources or other restrictive measures imposed under the Sanction Regulations (the "Sanctions") and are not legal or natural persons or other entities with whom the Sanction Regulations prohibit the transaction (the "Sanctioned Entity");
 - c. do not own or have actual possession or control within the meaning of Council Regulation (EU) No 269/2014 of March 17, 2014 on restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine ("Regulation 269/2014") of the Sanctioned Entities;
 - d. do not participate in any proceedings or investigations against them for violation of any Sanction Regulations or Sanctions;
 - e. verify their contractors for compliance with Sanction Regulations.
7. The Buyer further ensures that, to the best of the Buyer's knowledge, no Sanctioned Entity is a beneficial owner of the Buyer within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of May 20, 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC
8. The Agreement is concluded when the Seller electronically confirms the Order.
9. In the case of Orders of significant value placed by the Buyer's employees, the Seller reserves the right to request confirmation of Orders by persons authorised to make declarations of will and assume obligations on behalf of the Buyer, as well as the right to request appropriate authorisations.
10. The Seller may propose to the Buyer replacement of the ordered Goods with other Goods, with similar parameters and properties, as the Goods ordered earlier by the Buyer. The Seller sends a proposal to change the Goods to the Buyer by email to the address specified in the Order. After expressing consent to replace the Goods by the Buyer in the form of an Order confirmation, by email, the Seller commences processing of the Order in accordance with the provisions of the GCSD and

the content of the modified Order. Within 3 days after confirmation of the Order, the Seller shall send an updated Offer to the Buyer. In case of lack of the Buyer's consent for substitution of the Goods with other Goods, the Seller or the Buyer shall have the right to withdraw from the part of the Order concerned by the proposed substitution.

11. The Seller reserves the right to refuse the processing of an Order, in particular when the Order does not contain all the relevant data, when the Buyer delays any payment to the Seller, in the case of absence of positive verification of the Order referred to in sec. 4-10 above, or for any other reason designated by Seller, e.g. due to violations of the Sanction Regulations by the Buyer or members of its bodies or persons acting on its behalf and in its name.
12. The Seller shall inform the Buyer about refusal to process the Order, regardless of the reason, by phone or email.
13. The Seller may at any time withdraw from the Agreement in whole or in part.
14. Cancellation of an Order shall not at the same time result in cancellation of confirmed Orders, which shall remain in effect until they are fully executed, with this proviso, if it does not apply to a withdrawal from the execution of the Order resulting from a violation of the Sanction Regulations by the Buyer or members of its bodies or persons acting in its name and on its behalf.
15. The Seller shall, at its option, send a statement of withdrawal from the Agreement by email to the email address indicated by the Buyer in the Order, the Framework Agreement, or the Buyer's email address, available in particular on its website.
16. The Seller shall have the unilateral right to conduct promotions or grant discounts to selected Buyers, in particular with regard to fees for delivery of the Order and the fee for performing the service of tinting the Tinted Goods.

IV. BUYER'S OBLIGATIONS

1. The Buyer undertakes to immediately notify the Seller in writing - no later than within 14 days - of any changes, in particular circumstances relating to its formal, legal and economic situation, including: liquidation, merger, bankruptcy, composition proceedings, or changes in the Management Board.
2. The Buyer has no right to change any properties of the Goods or to pour them into other packages without the prior written consent of the Seller.
3. The provisions of point 2 shall not apply to Goods coloured in the TEKNO MIX/TEKNO COLOR/TEKNO TINT system only in the scope of dyeing in the original packaging, provided that the Buyer uses the software provided by the Seller, up-to-date recipes authorised by the Seller, working dyeing machines (with Internet connection in order to update online recipes), a service contract concluded with the Seller and in accordance with the accepted rules of art.

V. PRICE

1. The Goods shall be sold at prices applicable on the date of the approval the order ready for processing, in the Seller's internal system. The Price List/Offer may contain prices in Polish zloty, Euro (€) or in any other currency.
2. In case of the sale of the Goods according to the Price List/Offer expressed in Euro (€) or in another currency, the Seller shall issue an invoice in Polish zloty according to the selling rate of the National Bank of Poland (Table A) of the given currency, published on the day before the day on which the placed Order will be approved by the Seller's internal system.
3. At the request of the Buyer and with the express and prior consent of the Seller, the invoice may be issued in Euro (€) or any other agreed currency. However, this requires a separate email or written arrangements between the Parties and the Seller's consent.

4. In the case of ordering Tinted Goods, the Seller may charge an additional fee for tinting. The fee is obligatory if the Buyer owns or leases from the Seller a tinting machine (UDM) enabling the preparation of Tinted Goods in the Teknomix or Teknocolour systems at the Buyer's premises. The price list of the tinting service can be found in the Price List of Services and Additional Fees of TEKNOS Sp. z o.o.

5. The Seller will make every effort to ensure that the product is properly packed. Standard packaging materials are not subject to additional charges and are not returnable, except for returnable pallets. Teknos Sp. z o.o. estimates a deposit for returnable pallets in the amount consistent with the "Price List for Additional Services" of Teknos Sp. z o.o.

6. Within 60 days of the delivery of the order on returnable pallets, the Seller shall settle the balance of returnable pallets with the customer and, if the pallets are not returned, issue an invoice in accordance with the deposit described in the "Price List for Additional Services" of Teknos Sp. z o.o.

VI. PAYMENTS

1. The Seller shall be entitled to issue an invoice for the ordered Goods at any time after completion of all or part of the Order, unless the Agreement stipulates an obligation of the Buyer to pay in advance.

2. In the case of payment in advance, processing of the Order will begin after the Seller sends confirmation of the Order and after it receives information from the system of the settlement agent that the payment has been made by the Buyer or funds have been credited to the Seller's bank account, and shipment will take place immediately after completion of the Order.

3. The Buyer shall pay the Seller the price indicated in the invoice, within the payment period specified in the invoice to the account of the Seller indicated in the text of the invoice. In the event of non-payment by the Buyer within the time limit referred to in the first sentence of this subitem, the Seller may, at its option, terminate the Agreement with the Buyer immediately or withdraw from the Agreement, under the terms and conditions specified in item III above. The Seller shall charge statutory interest for delay in commercial transactions for each day of delay in payment for the Order by the Buyer.

4. In the case of an invoice issued in a currency other than Polish zloty, payment of the net amount shall be made to the relevant currency account indicated by the Seller on the invoice, while the value of the VAT from the invoice issued in Euro (€) or another foreign currency shall be made in Polish zloty to the relevant currency account indicated by the Seller on the invoice in the amount stated in Polish zloty on the invoice.

5. The day of payment shall be the day on which the payment is credited to the Seller's bank account or the day on which the Seller receives information from the system of the settlement agent that the payment has been made by the Buyer. Both the prices indicated in the Price List/Offer as well as the prices after deduction of any discounts granted are net prices, to which Value Added Tax (VAT) shall be added at the applicable rate.

6. The VAT invoice and correction of the VAT invoice shall be deemed delivered also by sending it in electronic form to the email address indicated by the Buyer in the Order, Agreement, or email address from which the Buyer has placed the Order, to which the Buyer agrees. In the case of corrections of VAT invoices in electronic form, the Buyer is obliged to confirm its receipt by sending confirmation in electronic form to the email address of the Seller. In case of corrections of VAT invoices in paper form, it is necessary for the Buyer to send back a confirmed copy to the Seller's address indicated for correspondence in these GCSD.

7. The Buyer shall not withhold or deduct any amounts claimed or due from the Seller under any other obligation it has with the Seller or from the remuneration the Seller is entitled to from the Buyer under the Agreement, unless otherwise agreed by the Parties.

8. The Seller shall have the right to withhold processing of Orders or delivery of Goods or may withdraw from the Agreement in whole or in part, pursuant to item III. 11 - 12, in the event of delay in payment by

the Buyer to the Seller. The Buyer shall not be entitled to any present or future claims for damages or lost profits which may arise in connection with the suspension of deliveries.

VII. DELIVERY

1. The Delivery of Goods is additionally payable for Transport Costs, calculated in accordance with the Price List of Services and Additional Fees of TEKNOS Sp. z o.o., if the Order does not meet the Logistic Minimum specified in the Price List/Offer or the Framework Agreement. If the Price List/Offer or the Framework Agreement do not specify the Logistic Minimum, it is assumed as one full EURO pallet. The costs of issuing and collecting the Goods being the subject of the Order placed by the Buyer shall be borne by the Buyer.

2. Depending on the assortment, the Logistic Minimum for one full EURO pallet is specified in the tables below.

Liquids paints:

Filling the package in litres	Number of litres on a EURO pallet
Various	400

Infralit powder paints:

Packing filling in kg	Number of packages on a EURO pallet	Number of kilograms on a EURO pallet
15	24	360
20	24	480
350	1	350

Proximal powder coatings:

Packing filling in kg	Number of packages on a EURO pallet	Number of kilograms on a EURO pallet
20	21	420

Orders containing both liquid paints and powder paints (mix)

Packing in litres and kilograms	Number of kilograms on a EURO pallet
various	480

3. The delivery of the Goods is limited to the territory of the Republic of Poland and is carried out to the address indicated by the Buyer when placing the Order. In individual cases, after prior arrangement with the Seller, delivery to another country is possible.

4. Delivery of the Goods is made through a Carrier.

5. If a different delivery period is provided for the Goods covered by the Order, the longest period from among those provided applies to the entire Order. In the event that an Order for Goods with different

delivery dates meets the Logistic Minimum, it will be delivered in its entirety within the longest stipulated time. The Seller may deliver such an Order in parts at the Buyer's request, adding Transport Costs in accordance with the Price List of Services and Additional Fees of TEKNOS Sp. z o.o. If the entire Order does not meet the requirements of the Logistic Minimum, the Seller reserves the right to deliver the Order in parts, adding Transport Costs in accordance with the Price List of Services and Additional Fees of TEKNOS Sp. z o.o.

6. At the moment of handing over the Goods being the subject of the Order placed by the Buyer to the Carrier or directly to the Buyer (in the case of personal collection), benefits and burdens related to the item as well as the danger of accidental loss or damage to the item are transferred to the Buyer.

7. Delivery of the Goods is made on Business Days in accordance with the delivery schedule available on the Carrier's website. The Seller may individually arrange the delivery with the Buyer also on days other than Business Days. In such a case, Additional Fees may apply in accordance with the Price List of Services and Additional Fees of TEKNOS Sp. z o.o.

8. Delivery of the Goods shall take place at the time indicated by the Seller.

9. Collection organised by the Buyer shall be possible only upon each approval of the Seller and shall require the provision by the Buyer of means of transport adapted for loading with the use of hydraulic ramps. The Goods shall be collected by the Buyer by means of transport organised by the Buyer, subject to section 1, from the place and at the time indicated by the Seller, using vehicles adapted for loading in TIR docks (hydraulic ramp).

10. The beginning of the delivery or collection dates of the Goods indicated by the Seller is counted from the date of confirmation of the Order by the Seller. The rules for the execution of Orders for Goods kept in stock (ready and dyed) take place according to the rules set out in the document [link](#). Public holidays, Saturdays and with restrictions in the movement of trucks are not counted towards the period of the Order.

11. The above deadlines do not apply to the execution of Orders for Goods manufactured or imported at the Buyer's special request (Mag. Cat. MO and Stock Cat. ML), as well as Orders for Goods that the Seller does not have in stock at the time of placing the Order (Mag. Cat. MS/ MR). The Seller shall immediately notify the Buyer of the occurrence of such circumstances. In such a situation, the Seller shall inform the Buyer about a different delivery date.

12. Upon receipt of delivery of the Goods, the Buyer shall be obliged to check their condition. If any damage or other objections are found upon collection of the Goods by the Buyer, a report of objections should be made in the presence of the Carrier, specifying the exact quantity and type of Goods and their damage in accordance with the procedure in force at the given Carrier.

13. The Seller is not responsible for the actions of the Carrier.

14. The Seller shall not be liable for damages resulting from incorrect or incomplete data provided by the Buyer while placing the Order (e.g. lack of Item code of the Goods from the Price List/Offer), as well as caused by incorrect contact details or collection address.

15. It is assumed that the person collecting the Goods on behalf of the Buyer is a person authorised by the Buyer to take delivery and sign on its behalf on the delivery document, as well as to perform other actions related thereto.

16. In the event of the Buyer's failure to collect the ordered Goods on one occasion, if they were delivered through a Carrier, or failure to collect them within 7 days from receipt of notification of readiness of the Goods for collection at the Seller's personal collection point, the Seller may, at its discretion, designate another date for collection or delivery of the Order to the Buyer or terminate the Agreement with immediate effect with the Buyer or withdraw from the Agreement, under the terms and conditions specified in item III above. In addition, the Buyer shall be obliged to pay the costs incurred by the Seller for non-collection of the Goods referred to in this subitem and the cost of shipping the Goods.

17. The Buyer undertakes to pay all costs incurred by the Seller due to the Buyer's failure to collect the Ordered Goods.

18. The Seller shall not be liable for any damages incurred by the Buyer as a result of waiting for loading by means of transport organised by the Buyer, as a result of failure to adhere to the time limit for acceptance of the Goods specified in the Order or the Agreement or specified by the Seller, as well as as a result of placing a means of transport not adjusted to the hydraulic ramps or as a result of lack of possibility to unload the delivery by means of transport organised by the Seller, for reasons attributable to the Buyer.

VIII. LIABILITY, DEFECTS IN GOODS

1. The warranty for defects referred to in the Civil Code is excluded.

2. The Seller shall not be liable in particular in the event of storage, transport or application of the Goods inconsistently with the information contained in Technical Information Sheets, Safety Data Sheets, labels of the Goods or in specifications made available by the Seller, use of the Goods in coating systems with coatings obtained with the use of paints and varnishes of other producers, sale of the Goods in packaging other than factory packaging, capacity (except for tinting), use of a system for tinting the Goods other than recommended by the Seller or use of devices for this purpose other than authorised and serviced in accordance with the instruction by the Seller.

3. The Seller's liability for lost profits in relation to the Buyer is excluded.

4. Any liability of the Seller under a Sales Agreement, Framework Agreement or provision of services to the Buyer shall be limited to half of the amount resulting from the last Order placed by the Buyer.

5. The Seller shall have no liability other than that set forth in the GCSD, under the Agreement, Orders or deliveries (express or implied), for damage caused to Buyer or user by tort or otherwise. On account of defects of the Goods the Seller shall not be liable for any loss of profits or income, loss of time or loss of possibility to use machines or devices. Seller shall also not be liable for any special or indirect loss or damage.

6. The Buyer shall not be entitled to any claims against the Seller on account of claims of third parties arising from the use of the Goods.

IX. INTELLECTUAL PROPERTY

1. The use of graphic symbols, logos, trademarks and trademarks of the Seller, apart from the symbols and patterns presented in Appendix 1 "TEKNOS logotype and corporate colours templates", requires the written consent of the Seller, in particular the Buyer does not obtain under the Sales Agreement any legal title or the prospect of its acquisition, for registration or use in any other form of the Seller's graphic symbols and logos.

2. Any drawings, specifications, technical sheets, advertising materials or other materials made available by Seller to Buyer or the public are the sole property of Seller. The Buyer shall not make any changes to these materials without the Seller's prior consent. The Buyer further warrants that the aforementioned materials will be:

- a. used exclusively for the processing of the Orders,
- b. marked as belonging to the Seller,
- c. in the possession of the Buyer at its risk, and
- d. maintained by Buyer in good condition and, if necessary, will be replaced by the Buyer.

3. The Buyer undertakes not to make changes in advertising materials concerning the Goods without the consent of the Seller.

4. The Buyer, on its own or on the basis of an appropriate authorisation, grants the Seller a free, non-exclusive, unlimited in time and territory licence for the logotype of the Buyer's business activity, to use it for its own purposes of the Seller's business activity in the following fields of exploitation: recording, multiplication by any technique, introduction of the work into a computer memory and into a computer network, public display or reproduction on the Internet, in particular on the Seller's website.

5. The Buyer agrees to include the above data in the list of Seller's customers available, inter alia, on Seller's website.

X. INFORMATION CONSTITUTING A SECRET

1. The Buyer undertakes to keep confidential all information regarding the Seller obtained in connection with the Sales Agreement, as well as all information regarding the conclusion of the Agreement itself, the content of its provisions and the performance of the Agreement, regardless of the form of their transmission or disclosure and the information medium (hereinafter: "**Confidential information**").

2. The Buyer undertakes not to distribute and not to use any Confidential Information for purposes other than the performance of the Sales Agreement, including for the purposes of any third parties, without the prior written consent of the Seller.

XI. PERSONAL DATA

1. The Buyer entrusts the Seller with the processing of personal data of persons who are authorised to represent the Buyer in the Agreement and in relations arising therefrom or these GCSD.

2. The Controller of personal data of Buyers who are entrepreneurs conducting a sole proprietorship is the Seller. The personal data provided by Buyers are collected and processed by the Seller in accordance with applicable law and in accordance with the Information Clause, constituting Appendix 2 to these GCSD.

3. The Seller processes personal data in order to implement the subject matter of the Agreement and in order to comply with the obligations set forth in the legal regulations.

4. The Seller may provide personal data to entities entitled to receive them under the law, its employees, and persons employed on another legal basis.

5. Due to the voluntary nature of the personal data provided by the Buyer, they have the right to access their personal data, correct them, and may request the Seller to remove the previously provided personal data from data files maintained by the Seller, subject to the following sentence. The Seller may refuse to remove the data if the Buyer, by their current behaviour has violated the provisions hereof or applicable laws, or in the event when the storage and processing of data by the Seller is required by law.

XII. FINAL PROVISIONS

1. Each of the Parties to the Sales Agreement is entitled to transfer all or part of its rights or obligations under the Sales Agreement to any third party; however, the Buyer is entitled to do so only with the prior written consent of the Seller.

2. The Buyer is obliged to promptly notify the Seller of any changes in delivery addresses, authorisations, powers of attorney, under pain of considering correspondence and processing of Orders submitted by persons so far authorised or as valid and considering effective delivery to the last address indicated.

3. In all matters not regulated in these GCSD, the Framework Agreement or the Additional Services Regulations, the provisions of the Civil Code shall apply.

4. Shall any of the provisions of these GCSD be deemed invalid, illegal or unenforceable in any scope pursuant to law, this shall not affect the validity of the remaining provisions of the GCSD.

5. Any and all cases and disputes arising from orders or agreements concluded between the Seller and the Buyer, in particular those related to establishing the existence of the legal relationship linking the Seller and the Buyer, its performance, termination, invalidation and seeking damages for non-performance or undue performance of the order or agreement, shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Poland and Polish law.

6. The court exclusively competent to resolve any disputes arising from the agreements or processing of orders concluded between the Seller and the Buyer is the court having jurisdiction over the registered office of the Seller.

7. The contents of these GCSD are subject to change. The amendments to these GCSD come into force as of the date of its publication on the Seller's website. The amendments do not apply to Orders placed prior to the effective date of these GCSD.

8. Seller's Delivery Addresses:

mailing address: ul. Piotra Bardowskiego 8, 03-888 Warszawa, Polska

email address: logistyka@teknos.com

9. Email addresses from which the Seller sends notifications from TEKNOS internal systems (without the possibility of replying):

Order confirmation: do-not-reply@teknos.com

Delivery document: donotreply@teknos.com

Safety data sheets: sds-tds-distributor@teknos.com

Quality Certificates: batch@teknos.fi

Invoices (Pagero document distribution and archiving system): no-reply@pageroonline.com

Organisational information: informacja@teknos.com noreply@email.teknos.com

Notifications about sent shipments (Schenker): Awizo@dbschenker.com

Information about a registered complaint in CRM: noreply@salesforce.com; on behalf of: first name.surname@teknos.com (name and surname of the person registering the complaint in the system)

Notifications from TEKNOS WEBSHOP noreply@salesforce.com; on behalf of; Teknos (no reply) <digitalservices@teknos.com>

Appendix 1 "TEKNOS logo and corporate colours templates"

1. "TEKNOS logotype templates" set out the basic principles for the presentation of TEKNOS logos and are presented in the document "TEKNOS corporate identity for business partners" along with other guidelines explaining the correct use of visual elements in print, promotional materials and the Internet. In order to obtain the logo files and the document in pdf version, please contact the Marketing Manager of TEKNOS at: marketing@teknos.com.

2. The Seller has the right to change the guidelines or the document "TEKNOS corporate identity for business partners" referred to in point 1 above at any time and this does not constitute a change to the

GCSD. The Buyer is obliged to apply the new rules as soon as the Seller informs it about the change of this document by email.

3. The Buyer is entitled to use the markings of the Seller or its Goods only in accordance with the Seller's recommendations and in such a way that they present the Seller and its Goods in a positive light. In the event of any doubts by the Buyer as to the use of the Seller's markings or its Goods, the Buyer is obliged to contact the Seller in order to obtain the consent of the Seller.

4. The Seller, at its own discretion, has the right at any time to request the Buyer to stop using the Seller's markings or its Goods.

Appendix 2

INFORMATION CLAUSE

Pursuant to Article 13 (1) and (2) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (general data protection regulation) (OJ of EU L 119, p. 1), hereinafter referred to as: GDPR

we inform you that:

1. DATA CONTROLLER

The Data Controller of your personal data is:

TEKNOS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ (limited liability company), with its registered office in Warsaw, ul. Piotra Bardowskiego 8, 03-888 Warsaw, registered by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS number: 0000052214, NIP (Tax Identification Number): 5221670517, REGON [Business statistical number]: 012307918, with the share capital of: PLN 13,164,500.00, BDO (Product, Packaging and Waste Management Database Registry) 000017027.

You may contact the Controller regarding your personal information via:

- traditional mail: ul. Piotra Bardowskiego 8, 03-888 Warsaw

- email: daneos@teknos.com

- phone: +48 22 67 87 004

2. OBLIGATION TO PROVIDE PERSONAL DATA

Your provision of the requested personal data is voluntary and is not a contractual or statutory requirement. At the same time, providing your personal data is necessary to conclude an agreement or establish contact with the Controller.

3. PURPOSES AND LEGAL BASIS OF PERSONAL DATA PROCESSING

Your personal data will be processed for the following purposes:

Purpose	Personal Data	The legal basis for the processing
conclusion and performance of the sales agreement	name, surname, registered or correspondence address, company, NIP or REGON, email address, telephone number, bank account number	article 6(1)(b) of the GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the

		performance of the agreement to which you are party
setting up an Account in the Online Shop	name, surname, registered office, mailing address, company, email address, telephone number	article 6(1)(b) of the GDPR, i.e. processing for the purpose of taking steps at your request prior to entering into an agreement and processing necessary for the performance of the agreement to which you are party
ensure continuity of communication and enable contact with the Controller in business matters	name, surname, email address, telephone number, mailing address	Article 6(1)(f) of the GDPR, i.e. processing in order to pursue the Controller's legitimate interest consisting in maintaining continuity of communication and enabling contact with the Controller in matters concerning the Controller's business activity
establishment, pursuit and enforcement of claims and defence of claims in proceedings before courts and other state authorities	name, surname, registered or correspondence address, company, NIP or REGON, email address, telephone number, bank account number	article 6(1)(f) of the GDPR, i.e. processing in order to pursue our legitimate interests consisting in establishing, pursuing and enforcing claims and defending against claims before the courts and other state bodies
fulfilling legal obligations arising from legal regulations, in particular tax and accounting regulations	name, surname, registered or correspondence address, company, NIP or REGON, email address, telephone number, bank account number	Article 6(1)(c) of the GDPR, i.e. processing is necessary to comply with legal obligations incumbent on us under the law, in particular tax and accounting regulations
direct marketing of own goods and services	name, surname, registered or correspondence address, company, email address, telephone number	article 6(1)(f) of the GDPR, i.e. processing for the purpose of our legitimate interest in marketing activities

4. DATA PROCESSING TIME

Your personal data will be processed until:

- in the case of processing for the purpose of taking steps prior to entering into an agreement at the request of the data subject, as well as processing necessary for the performance of the agreement until the expiration of the period of limitation for claims concerning the performance of the agreement,
- in the case of processing for the purposes of the Controller's legitimate interest, until the moment of lodging an objection to the processing of your personal data (with the exception of situations in which the Controller may continue to process your personal data despite your objection),
- in the case of processing necessary for compliance with legal obligations under the law, until the expiry of the legal obligations incumbent on the Controller which justified the processing of the personal data.

5. PERSONAL DATA RECIPIENTS

The current list of entities to whom we share your personal information can be found [here](#).

6. AUTOMATED DECISION-MAKING (INCLUDING PROFILING)

Your personal data will not be used for profiling or any automated decision-making towards you.

7. TRANSFER OF PERSONAL DATA OUTSIDE THE EEA OR TO AN INTERNATIONAL ORGANISATION

Your personal data is not transferred outside the European Economic Area or to an international organisation.

8. RIGHTS OF THE DATA SUBJECT

Under the GDPR, you have the right to:

- request access to your personal data (Article 15 of the GDPR);
- request the rectification of your personal data (Article 16 of the GDPR);
- request the erasure of your personal data, the so-called "right to be forgotten" (Article 17 of the GDPR);
- request to restrict the processing of personal data (Article 18 of the GDPR);
- the right to object to the processing of personal data (Article 21 of the GDPR);
- request for personal data to be transferred (Article 20 of the GDPR).

If you submit any of the above requests to the Controller without undue delay - and in any case within one month of receiving the request - the Controller will inform you about the actions taken in relation to the request submitted by you.

If necessary, the Controller may extend the one-month period by another two months due to the complexity of the request or the number of requests.

In any case, the Controller will inform you within one month of receipt of the request about the extension of the time limit and give the reasons for the delay.

9. COMPLAINT TO THE SUPERVISORY AUTHORITY

If you believe that the processing of your personal data breaches the GDPR, you have the right to lodge a complaint with a supervisory authority, in particular in the member state of your habitual residence, your place of work, or the place where the alleged breach occurred.

In Poland, the supervisory authority under the GDPR is the President of the Office for Personal Data Protection.

For more information, please visit: <https://uodo.gov.pl>