

GENERAL TERMS OF CONTRACTS OF SALE

DEFINITIONS:

Seller – Fabryka Kart being the trade mark of Fabryka Kart Trefl-Kraków sp. z o.o. based in Podłęże, at the address: 32-003 Podłęże no. 650, entered in the register of entrepreneurs of the National Court Register by the District Court for Kraków – Śródmieście in Kraków, 12th Business Division of the National Court Register, under the number 0000071800, share capital in the amount of PLN 600,000.00, TIN 6771791882, statistical business number [REGON] 351234370.

Buyer – every entity that purchases, or undertakes (within the meaning of the Civil Code) to purchase Goods from the Seller.

Parties – jointly the Seller and the Buyer.

Contract of Sale – a contract of sale or obligating to sell the Goods, between Fabryka Kart and the Buyer, regardless of the manner, mode and circumstances in which it is executed. Provisions concerning the Contract of Sale shall be applied to all other binding contracts.

Goods – all products and services offered by the Seller.

GT – these General Terms, with the following content:

1. GT are placed by the Seller on their generally accessible website: www.fabryka-kart.eu
2. Consumers are not parties.
3. The conclusion and amendment of the Contract of Sale requires the written form, subject to invalidity, as well as signatures of persons authorized by the Parties; an amendment of the Contract of Sale cannot trigger any legal or other effects prior to the Seller's written approval.
4. GT constitute an integral part of all offers submitted by the Seller, as well as any confirmations of the Seller's acceptance of purchase orders and offers submitted by Buyers.
5. The Contract of Sale shall constitute the entire agreement between the Parties and shall replace any and all arrangements between the Parties before the conclusion of the contract. Information provided by the Seller prior to the conclusion of the Contract of Sale constitute trade data only, and are not legally binding unless included in the relevant Contract of Sale.
6. In the event of any discrepancies between GT and regulations or agreement templates applied by the Buyer, the Contract of Sale shall be concluded on terms expressly agreed to by the Parties; in the remaining scope the Seller shall be bound solely by the provisions of GT.
7. Unless provided otherwise in the Seller's offer to conclude the Contract of Sale, the Seller shall be bound by the offer for 30 days from the submission to the Buyer.
8. No declaration of the Buyer shall be binding for the Seller unless it is expressly accepted and approved by the Seller.

9. Prices of Goods, terms of payment, security for payment of the price, as rebates and discounts for the Buyer, as well as terms and conditions of issuing Goods to the Buyer shall be defined by the Seller.

10. Unless the Parties agreed otherwise, the sale of Goods shall be conducted based on EXW Podłęże no. 650 (PL 32-002) – according to Incoterms 2010.

11. Any burdens and risks related with the Goods shall be transferred from the Seller to the Buyer upon issuing the Goods to the Buyer, and ownership and benefits shall be transferred upon the payment of the entire price (including VAT) to the Seller and issuance of the Goods.

12. Unless the Parties agreed otherwise in writing, the Buyer shall make a prepayment to the Seller's bank account, before the Goods are issued, in the amount of the full price of the Goods plus VAT, and the Seller shall issue the Goods to the Buyer after the payment of the full price for the Goods plus VAT.

13. If the Seller expressly agrees to a deferred or partially deferred payment of the price for the Goods, the Seller shall also define the security for these payments.

14. The amounts of any and all payments to the Seller expressed in the Contract of Sale in a currency other than PLN and paid in PLN shall be translated to PLN on the invoice according to the currency exchange rate applicable on the invoice issue date, as published by the President of the National Bank of Poland.

15. If the Goods are meant for consumer trading, the warranty for physical defects is defined in the provisions of the Polish Civil Code. If the Goods are not meant for consumer trading, the warranty for physical defects is excluded.

16. Complaints regarding quantity may be submitted only in writing, no later than upon the issuance of the Goods to the Buyer.

17. Complaints regarding quality may be submitted only in writing along with documenting the given defect. The Buyer shall allow the Seller to check the Goods, which are the subject of a complaint, at their current location.

18. In the event of the Buyer's delay in the performance of their obligations under the Contract of Sale, the Seller may suspend their performance under the Contract of Sale, without any notices sent to the Buyer, and the Seller may withdraw from the Contract of Sale, without the need to agree an additional deadline, at their discretion, in whole or in the part, which has not been performed.

19. The Seller shall in no case and in no scope be held liable for any force majeure event. Force majeure shall mean any external event independent of the Seller, which the Seller could not have prevented even if acting with due diligence. Force majeure events shall include, in particular: natural

disasters, earth quakes landslides, flooding and inundation, including a tsunami, acts of authorities, trade restrictions and bans, strikes, tumults, blockades, war, inner turmoil and acts of terror, cyber attacks, interruptions in the operation of communication networks, epidemics, legal or actual limitations of mobility, crossing state borders and in transport.

20. The Seller's entire financial liability under the Contract of Sale and due to reasons other than the Seller's intent or gross negligence shall be limited to the amount equal to 25% of the net price of the Goods (i.e. excluding VAT). In particular, the Seller shall in no case be liable for any indirect or consequential losses and damages, loss of revenue or income, financial losses of the Buyer or any legal entities or other entities related with the Buyer (including the Buyer's direct or other contractors); the Seller shall not be liable for contractual penalties and damages charged to the Buyer by third parties, as well as contractual penalties and damages paid by the Buyer to third parties.

21. A transfer of any claims towards the Seller under the Contract of Sale, including under the quality guarantee, shall require the Seller's previous written consent, subject to the transfer being ineffective towards the Seller.

22. An offset of any claims between the Parties shall require the Seller's written consent subject to invalidity resulting in an ineffectiveness of the offset.

23. The Contract of Sale shall be subject to the Polish law, and any disputes related with the Contract of Sale shall be settled by a court of law having jurisdiction over the seat of the Seller.

24. Through concluding the Contract of Sale, the Buyer expresses consent, as required by applicable laws, for the processing of voluntarily provided personal data by the the Seller in relation with the performance of the Contract of Sale and for the Seller's marketing purposes, pursuant to the GDPR information clause available on

https://www.fabryka-kart.eu/wp-content/uploads/2020/08/zasadypoufnosci_en.pdf.