

# General Terms and Conditions (GTC-B2B)

## POL-LEIM-HOLZ S.A.

### **§1 Scope of Application**

These General Terms and Conditions (“GTC”) apply to all sales, supply agreements, and other commercial relationships between POL-LEIM-HOLZ S.A. (“Seller”) and an entrepreneur (“Buyer”).

The GTC apply exclusively in B2B relationships.

The Buyer’s terms and conditions do not apply, even if the Seller has not expressly objected to them.

The GTC also apply to all future transactions.

### **§2 Offers and Conclusion of Contract**

Offers are always non-binding and may change depending on availability.

The Seller has the right to accept a contractual offer contained in an order within two weeks of its receipt. Statements of acceptance and all orders require written confirmation by the Seller to be valid.

We reserve the right to make technical modifications, changes in shape and weight, as well as reasonable and commercially justified differences in color and grain of wooden surfaces. Mass-produced furniture is sold based on samples or illustrations. Delivery of exhibition furniture is not covered by warranty.

The conclusion of the contract is subject to the Seller being properly and timely supplied by its suppliers, if non-delivery of the goods was not the Seller’s fault.

### **§3 Prices**

Prices are net EXW Leszno in accordance with Incoterms 2020, unless agreed otherwise.

VAT is added according to applicable law.

Transport, insurance, customs duties, and other costs are borne by the Buyer, unless agreed otherwise.

The Seller reserves the right to adjust prices in case of increased costs for raw materials, energy, transport, or currency fluctuations after conclusion of the contract.

### **§4 Payments**

Unless otherwise agreed in writing, the following payment terms apply:

- a) 50% of the order value as a deposit upon order placement – condition for starting production,
- b) 50% of the order value payable before collection or shipment of goods.

The Seller is not obliged to deliver the goods before full payment is received.

Invoices issued by the Seller are due as specified on the invoice. In case of late payment, the Seller has the right to:

- charge statutory interest on late payments in B2B transactions according to EU Directive 2011/7/EU,
- demand compensation of EUR 40 plus collection costs,
- suspend deliveries,
- make further deliveries dependent on advance payment,
- declare all outstanding amounts immediately due.

In case of a significant deterioration of the Buyer's financial situation, especially in case of late payments, initiation of restructuring, insolvency or liquidation proceedings, or refusal by the insurer to insure receivables, the Seller has the right to:

- suspend the execution of the contract,
- demand advance payment or security,
- withdraw from the contract.

The Buyer may only offset claims that are undisputed or legally established.

In case of delayed payment by the Buyer, all discounts, bonuses, sales and freight discounts, and currency agreements granted by the Seller shall lapse. This also applies if the Buyer becomes insolvent or bankruptcy or composition proceedings are initiated against them.

The Buyer may not transfer rights or obligations under the contract without written consent of the Seller.

## **§5 Delivery**

Only written confirmation of the order by the Seller is binding for delivery. Any purchase conditions or other terms of the Buyer, as well as special agreements, are invalid insofar as they conflict with the Seller's terms.

By placing an order, the Buyer explicitly accepts the Seller's GTC. These Terms also apply to future orders and transactions until revoked, without further reference being necessary.

Delivery dates are non-binding. Delays do not entitle the Buyer to claims. Force majeure, shortages of energy or raw materials, transport disruptions, operational interruptions, and other events beyond the Seller's control release the Seller from the delivery obligation. Execution of the Seller's obligations depends on the Buyer's timely and proper performance.

Partial deliveries are permitted. Customer claims for damages due to non-performance or delay are excluded to the extent permitted by law. Orders placed outside business hours (Monday to Friday after 14:45) are considered placed on the next business day.

## **§6 Shipping and Collection**

Deliveries are EXW Leszno according to Incoterms® 2020, unless agreed otherwise.

The risk of accidental loss or damage passes to the Buyer when the goods are made available at the place of delivery under Incoterms® 2020.

The Buyer is obliged to collect the goods at the agreed time. In case of non-collection or non-payment, the Seller has the right to:

- refuse delivery,
- store the goods at the Buyer's expense and risk,

- withdraw from the contract and claim damages.

Shipping costs are borne by the Buyer, even if transport documents indicate otherwise. We are not responsible for transport difficulties or any damages. Packing is done with utmost care, and shipment is the responsibility of the Seller. Transportation complaints must be reported directly to the carrier.

### **§7 Liability**

Claims for damages are excluded regardless of the type of breach, unless the breach was intentional or grossly negligent. Exclusion or limitation of liability also applies to the Seller's employees, agents, or persons acting on their behalf.

In case of breach of essential contractual obligations, the Seller is liable for negligence, but only up to the net value of the respective delivery. Claims for lost profits, third-party damages, and other indirect or consequential damages are excluded.

These limitations do not apply to claims resulting from fraudulent conduct, guaranteed properties, product liability, or bodily injury, death, or health damage.

### **§8 Complaints and Warranty**

The Buyer must inspect goods immediately upon receipt regarding quantity, condition, and suitability for intended use. Complaints must be reported to the Seller in writing immediately, no later than 8 days after receipt. Late complaints will not be considered.

Complaints entitle the Buyer to withhold payment only to the extent necessary to remedy the defect. In justified cases, the Seller may, at its discretion, repair, replace, or refund the purchase price upon return of the goods.

Normal wear, improper use, misuse, overloading, unsuitable materials, or factors beyond the Seller's control are excluded from liability. Modifications or improper repairs by the Buyer or third parties also void liability.

Wood is a natural product with inherent variations in color and grain; these differences are not defects and do not justify claims.

### **§9 Impossibility and Change of Contract**

In case of unforeseen circumstances significantly altering the economic meaning or content of performance, or making performance impossible, the contract will be adjusted in good faith. If adjustment is not economically justified, the Seller may withdraw. No compensation is owed to the Buyer. The Buyer must be informed immediately.

### **§10 Retention of Title**

All delivered goods, even if paid for, remain the Seller's property until all obligations of the Buyer arising from the business relationship are fulfilled.

The Buyer may resell in the ordinary course of business; claims from resale are assigned to the Seller. If security exceeds claims by more than 20%, the Seller must transfer the excess upon

request. The Buyer may not pledge or transfer goods. Retention of title does not constitute contract withdrawal.

### **§11 Data Protection**

The Seller may collect, store, process, and use the Buyer's information and personal data as necessary to execute the contract, provide customer service, run advertising campaigns, and comply with legal storage obligations. Data may be shared with authorized entities such as banks, courier services, or for accounting and tax purposes.

### **§12 Applicable Law and Jurisdiction**

Polish law applies.

The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Jurisdiction lies with the court competent for the Seller's registered office in Leszno. The Seller may also bring claims before the Buyer's court.

### **§13 Intellectual Property and Confidentiality**

The Seller retains ownership and copyright of all estimates, samples, drawings, and other documents provided. Documents must not be shared with third parties.

The Buyer must maintain confidentiality of commercial information.

### **§14 Final Provisions**

Invalidity of any provision does not affect the validity of remaining provisions. Invalid provisions are replaced by legally effective provisions closest to the economic intent.

All changes must be in writing. The Polish version is binding.

Leszno, February 2026