

**GENERAL TERMS OF SALE
OF THE COMPANY STALMIKA SP. Z O.O. BASED IN
MYŚLENICE, EFFECTIVE FROM AUGUST 1, 2024**

§ 1

1. These General Terms of Sale and Service Provision (hereinafter referred to as “GTS”) define the terms for concluding sales agreements and providing services, for which the producer or seller is: STALMIKA sp. z o.o., based at ul. Henryka Sienkiewicza 21, 32-400 Myślenice, Poland, registered in the Register of Entrepreneurs maintained by the District Court for Kraków - Śródmieście in Kraków, 12th Commercial Division of the National Court Register under the KRS number: 0000668708, Tax number: 6812066274 with a share capital of 100,000 PLN.
2. These GTS constitute contractual terms binding upon the Parties concerning sales and service provision and apply to all offers and individual sales agreements and other services concluded between the Seller and the Buyer within the scope of commercial cooperation and form an integral part thereof.
3. The provisions of the GTS also apply when the Buyer is a natural person purchasing Goods for purposes unrelated to their business or professional activity, except for provisions that have different regulations for Consumers, particularly § 9.
4. The GTS are available to the Buyer before the conclusion of the contract in documentary form either at the Stalmika headquarters or on the website <https://www.stalmika.com/en/general-terms-of-sale/>
5. The provisions contained in these GTS may only be amended in documentary form or by electronic communication under the penalty of nullity. The conclusion of a separate agreement excludes the application of these GTS only to the extent regulated differently in that agreement.
6. Different arrangements between the Parties, agreed upon and confirmed in documentary form or through electronic communication, take precedence over the provisions of the GTS.
7. Contract templates or other documents containing different provisions than those contained in these GTS, and applicable at the Buyer, do not bind the Seller.

§ 2

The terms used in these GTS mean:

1. **Seller** – the company STALMIKA sp. z o.o., based at ul. Henryka Sienkiewicza 21, 32-400 Myślenice, Poland, KRS numer: 0000668708, Tax number: 6812066274;
2. **Buyer** – a natural person or legal entity and an organizational unit without legal personality, both domestic and foreign, purchasing Goods offered by the Seller;
3. **Consumer** – a natural person entering into a legal act with Stalmika not directly related to their business or professional activity, to whom the regulations regarding consumer rights and obligations arising from the conclusion of agreements apply, in particular, the Polish Consumer Rights Act of May 30, 2014. Additionally, under these GTS, the provisions concerning the Consumer also apply to a natural person concluding an agreement directly related to their business activity, where the content of this agreement indicates that it does not have a professional character for that person, particularly resulting from the subject of the business activity they conduct, available based on the Polish provisions on the Central Register and Information on Business Activity;
4. **Due Date** – the day on which the payment for the Goods becomes due;

5. **Business Days** – any day (excluding Saturday, Sunday, or other statutory holidays) on which entrepreneurs conduct their regular business activities;
6. **Goods** – movable items, services, Goods to be sold based on a sales or supply agreement between the Seller and the Buyer;
7. **Order** – a declaration of intent containing a purchase offer for products submitted by the Buyer in documentary form or through electronic communication, containing at least: the name of the ordered product and quantity, the Buyer's details necessary for issuing a VAT invoice and company information, contact details, the method, date, and place of receipt of the ordered products;
8. **Confirmation** – a written declaration of intent from the Seller accepting the order, submitted to the Buyer after receiving it, in documentary form or through electronic communication, specifying at least: the price of the Goods, delivery date, place and delivery/pick-up conditions, and payment terms.

§ 3

1. Information posted on the Seller's website or other publications does not constitute an offer within the meaning of the Polish Civil Code, even if accompanied by a price. Publications concerning the Goods offered by the Seller are for informational purposes only.
2. The cooperation between the Parties will be based on detailed agreements, including offers, orders, and order confirmations. By placing an Order, the Buyer confirms that these GTS are known and fully accepted. Acceptance of these GTS is a necessary condition for establishing a legal relationship between the Parties.
3. The Seller has the right to condition the fulfilment of the Order and delivery on the provision of security for current or future receivables by the Buyer in a form accepted by the Seller, e.g. down payment, advance payment, insurance of the transaction, blank promissory note, surety, bank guarantee, mortgage, pledge, assignment, transfer of ownership, etc.
4. If the Order does not include a specification of the ordered Goods enabling the execution of the agreement or does not include other conditions affecting the execution of the Order or delivery, the Seller will confirm the Order with the reservation that the Buyer is obliged to specify the Order details within 7 days from the date of placing the Order without further summons from the Seller. Failure to provide additional information within this period entitles the Seller to withdraw from the agreement.
5. An Order may only be placed and accepted in written form or through electronic mail. Orders may only be placed and accepted by persons authorized by the Buyer or the Seller. Authorization is provided in writing along with the signatures of the authorized persons. The Buyer is obliged to immediately inform the Seller about revoking the authorization granted to a person to place an Order, under the penalty of assuming that the Order was validly placed. This provision applies accordingly to the Seller.
6. An Order is considered accepted only if all its conditions are explicitly confirmed by the Seller.

§ 4

1. In the absence of any different arrangements between the Parties, the price of the Goods shall be the price resulting from the Order confirmation.
2. Prices quoted by the Seller are always net prices, to which VAT shall be added based on the rates applicable on the day the invoice is issued.
3. The quoted prices do not include the costs of special packaging or other costs incurred due to the unconventional form of the Goods or the intended use of the Goods if required by the Buyer.

4. The appropriate Incoterms commercial rules are applied to determine the principles of transportation of the products, the settlement of export and import liabilities, the coverage of costs including transportation and insurance, and the transfer of risk for the condition of products at various points in the transportation process.
5. If, following the placement and acceptance of the Order, circumstances arise that justify an increase in the price of the Goods, particularly an increase in customs duties, the introduction of additional customs fees, the introduction of other public-legal charges, an increase in the average market price of the Goods by more than 5% compared to the average market price at the time of Order acceptance, the Seller is entitled to a proportional, unilateral increase in the price of the Goods or raw materials, indicating the reason for the increase. The increase cannot exceed the actual increase in price-determining factors.
6. The payment term is set individually and specified on the invoice for each Order and depends on the Buyer's financial condition and transaction history.
7. The payment date is considered to be the date of crediting the Seller's bank account.
8. It is stipulated that until full payment of the price, the Goods delivered to the Buyer remain the property of the Seller.
9. Upon the initiation of bankruptcy or reorganization proceedings against the Buyer, the Buyer is obliged to mark the Goods in a manner indicating the existence of the reservation of ownership in favour of the Seller. In the event of seizure of the Goods constituting the Seller's property in the course of enforcement proceedings directed against the Buyer's assets, the Buyer is obliged to immediately inform the Seller of this fact and cooperate in exercising the Seller's rights towards the entity conducting the seizure of the Goods using all available means.
10. At the Seller's request, the Buyer is obliged to immediately provide all information regarding the storage location of Goods subject to ownership reservation.
11. After the payment term has expired, the Seller, at their choice, may demand the return of the Goods within the specified period or the fulfilment of the obligation. The return of Goods takes place at the Buyer's cost and risk. The foregoing provisions do not affect other Seller's rights under the Polish Civil Code, including the right to claim damages.
12. Failure to settle dues within the term specified on the invoice entitles the Seller to interrupt the delivery of Goods and halt the processing of already accepted orders.

§ 5

1. In the case of Intra-Community supply of goods (ICS – supply of goods from the Republic of Poland to the territory of another EU member state), the Buyer is obliged to provide the Seller with a valid identification number for Intra-Community transactions, under which it operates in a country other than the Republic of Poland, i.e., the appropriate and valid identification number for Intra-Community transactions, issued by the member state relevant to the Buyer, and containing the two-letter code used for VAT.
2. The Buyer is also required to present documents unequivocally confirming that the purchased goods have been exported to their final destination within another EU country, regardless of whether the transport of the purchased goods is carried out by the Seller or the Buyer (also via carriers), in particular: transport documents received from the carrier or freight forwarder, which clearly show that the goods have been delivered to their destination within another EU state (e.g., CMR, CIM), along with the specification of individual cargo units (specifying its type, parameters, properties, origin, destination, etc.).
3. In the case where the export of goods mentioned above is carried out using the Buyer's own means of transport, the Buyer is required to provide the following data and documents:

specification of individual cargo units, including the description of the goods and their quantities, the address to which the goods are transported if different from the address of the business location or residence of the Buyer, confirmation of receipt of the goods in the territory of a member state other than the Republic of Poland, the type and registration number of the transport means used to export the goods, or the flight number – in the case where the goods are transported by air.

4. The Buyer is required to present the above documents within 3 (three) days from the date of receipt of the goods. Failure or delay by the Buyer in fulfilling the obligation mentioned in this paragraph will result in the Seller adding the amount of VAT at the rate applicable for domestic sales to the price of the delivered goods until the documentation proving ICS is obtained.
5. Failure or delay in performing this obligation will result in the Seller adding an amount of 100 EUR to the price of the transaction, which the Buyer will be obligated to pay to the Seller.

§ 6

1. The Buyer is obliged to timely collect the Goods. In the event of a delay in collecting the Goods, the Seller may charge the Buyer a contractual penalty in the amount of rates specified and resulting from the current storage price list available on the website <https://www.stalmika.com/en/storage/> with these values being calculated for each day of storage. The foregoing provisions do not affect other Seller's rights under the Civil Code, including the right to claim damages exceeding the amount of the contractual penalty. The contractual penalty mentioned in this paragraph will be calculated starting from the 8th day of delay, and the Buyer will be requested to collect the Goods and informed about the commencement of the calculation of the contractual penalty through the agreed form of communication, including electronic communication.
2. The risk of loss or damage to the Goods passes from the Seller to the Buyer at the moment the Goods are handed over to the Buyer, or, if the Goods are entrusted to the carrier designated by the Buyer, at the moment the Goods are handed over to the carrier, regardless of who bears the transportation costs.
3. The Seller is not responsible for any losses, damages, or costs (whether direct or indirect) arising from the Buyer's claims for errors or delays in delivery caused by the carrier's actions.

§ 7

1. Upon receiving the Goods, the Buyer is obligated to immediately verify the conformity of the delivered Goods with the Order; this includes checking in particular: the condition of the shipment as well as the quality, quantity, and assortment of the delivered Goods.
2. The Seller shall not be liable for actions or omissions of the shipping company. In the event of delays or defects in delivery, the Buyer is required to direct their claims in this regard directly to the shipping company, in accordance with the provisions of shipping law. The foregoing provision does not apply to Consumers.
3. The Buyer must notify the Seller of any detected defects promptly, but no later than within 7 days from the receipt of the Goods, under penalty of losing warranty rights.
4. For hidden defects, i.e., those that could not be detected despite very thorough examination upon receipt, the Buyer must notify the Seller promptly after their discovery, but no later than within 7 days from the receipt of the Goods, under penalty of losing warranty rights.
5. To meet the deadlines mentioned in sections 2 and 3 above, it is sufficient to send a registered letter to the Seller's address before the deadline.

6. The Seller is liable only for legal defects and significant physical defects. Significant physical defects are considered to be internal or external defects of the Goods that cause actual difficulties in further processing and proper use.
7. The Seller's liability under the warranty is excluded if the Buyer repairs the Goods without the Seller's written consent, or if, before inspection and consideration of the complaint, the Buyer sells, processes part or all of the purchased Goods while being aware of their defects.
8. If a warranty claim is deemed justified, the Seller, at their discretion, is obligated to either deliver defect-free Goods at their own expense to the Buyer or reduce the price.
9. If the price, already paid by the Buyer, is reduced due to the acknowledgment of the complaint, the Seller will refund the respective part of the price to the Buyer's bank account without interest, unless the refund was unjustifiably delayed.
10. Before the delivery of defect-free Goods by the Seller as a result of the acknowledgment of the complaint, the Buyer is obligated to return the defective Goods to the Seller (at the Seller's expense).
The Seller's liability under the warranty for physical defects is excluded with respect to Buyers who are not Consumers.

§ 8

1. The Seller's liability towards the Buyer, regardless of the legal basis of such liability, is limited to direct and actual damage.
2. The Seller shall not be liable towards the Buyer or any other person for any indirect or consequential damages, nor for any other damages not directly related to the event causing the damage.

§ 9

The Seller shall not be liable for any delay or failure to perform the obligation if its performance is impossible due to circumstances beyond the Seller's control and unforeseeable (force majeure). Such circumstances include, but are not limited to: war, revolution, strike, lack of or limited supply of energy, fuel, communication, or other goods or services, natural disasters, epidemics, government actions, export or import embargos, fire, explosion, flood, sabotage, social disturbances, or delays in the services by subcontractors (if caused by force majeure as described in this paragraph).

§ 10

1. The provisions of this paragraph are specific and apply exclusively to agreements concluded with a Consumer.
2. A Consumer who has concluded an agreement outside the business premises or at a distance within the meaning of the Polish Act of 30 May 2014 on Consumer Rights has the right to withdraw from the agreement within 14 days without giving any reason. The withdrawal period expires after 14 days from the date the Consumer receives the subject of the agreement (Goods).
3. To exercise the right to withdraw from the agreement, the Consumer must inform the Seller of their decision to withdraw from the agreement by an unequivocal statement. To meet the withdrawal deadline, it is sufficient for the Consumer to send the information regarding their right to withdraw from the agreement before the withdrawal period has expired.
4. The exclusions and limitations indicated in these GTS regarding the Seller's liability for defects do not apply to Agreements concluded with a Consumer, for whom the Seller's liability for physical and legal defects of the goods is governed by the Polish Civil Code on general principles.

5. In case of withdrawal from the agreement, the Seller will refund the Consumer all payments received from the Consumer, including the cost of delivering the Goods (except for additional costs arising from the Consumer's choice of a delivery method other than the least expensive standard delivery method offered by the Seller), promptly, but in no case later than 14 days from the day the Seller receives the returned Goods. The refund will be made using the same payment methods used by the Consumer in the original transaction, unless the Consumer expressly agrees otherwise; in any case, the Consumer will not incur any fees in connection with the return.
6. Additional information regarding the rights and obligations of the Consumer can be found on the website of the Office of Competition and Consumer Protection (UOKIK) at: <https://prawakonsumenta.uokik.gov.pl/>.
7. Effects of withdrawal from the agreement:
 - a. In case of withdrawal from the agreement, the Seller will refund the Buyer all payments received from the Buyer, including the costs of delivering the Goods (except for additional costs arising from the Buyer's choice of a delivery method other than the least expensive standard delivery method offered by the Seller), promptly, but in no case later than 14 days from the day the Seller receives the returned Goods. The refund will be made using the same payment methods used by the Buyer in the original transaction, unless the Buyer expressly agrees otherwise; in any case, the Buyer will not incur any fees in connection with the return.
 - b. The Buyer should send back or hand over the Goods to the Seller promptly, but in any case, no later than 14 days from the day on which the Buyer informed the Seller of the withdrawal from the Agreement. The deadline is met if the Buyer sends back the Goods before the period of 14 days has expired. The return of Goods should be made to the Seller's address.
 - c. The Buyer bears the direct cost of returning the Goods. If the Goods, due to their nature, cannot be returned by ordinary mail, the Buyer bears the direct cost of returning the Goods.
 - d. The Buyer is only liable for any diminished value of the Goods resulting from the handling of the Goods other than what is necessary to establish the nature, characteristics, and functioning of the Goods.

§ 11

1. The governing law for these General Terms and Conditions of Sale (GTS) shall be Polish law.
2. In matters not regulated by these GTS, the provisions of the Polish Civil Code shall apply.
3. The invalidity of individual provisions does not affect the validity of the remaining provisions of the GTS.
4. The Parties shall seek to amicably resolve any disputes arising in connection with the execution of agreements covered by these GTS. In the event that amicable resolution is not possible, any disputes shall be resolved exclusively by the Polish common court having jurisdiction over the Seller's registered office. This does not apply to agreements concluded with Consumers.