

General Terms of Sale CB Inc.

1. PRELIMINARY PROVISIONS

1. These General Terms of Sale (hereinafter referred to as "GTS") shall apply to all sales of goods or services (hereinafter referred to as "Goods") by CB Inc., with its registered office in Chrzastowice, Ozimska 2A, 46-053 Chrzastowice, entered into the register of entrepreneurs kept by the District Court in Opole, VIII Commercial Department of the National Court Register under no. 0000320862, Business Registration Number: 530993551, Tax number: 7541013532 (hereinafter referred to as "CB") for the benefit of its contractors (hereinafter referred to as "Buyer") based on contracts concluded between them (hereinafter referred to as "contract").
2. Any terms and conditions proposed by the Buyer presented in its acceptance of the offer, order, return offer, invoice, or other statement of the Buyer, including in particular those resulting from the general terms and conditions of contracts/purchases etc. applied by the Buyer, are rejected.
3. GTS is also applicable to any future contracts of the Parties related to sale of Goods.

2. CONCLUSION OF THE CONTRACT

1. The contract for sale of Goods is entered into on the basis of the Buyer's order, accepted and confirmed by CB, also constituting acceptance of CB's offer, submitted in writing or via e-mail.
2. Final terms of the contract are determined by CB's offer or confirmation of Buyer's order placed by CB.
3. Buyer has the right to comment on the terms of CB's offer or order confirmation, provided that Buyer shall do so promptly, but no later than the next business day by 12:00 p.m. from the date of receipt of CB's offer or order confirmation. Buyer's failure to comment on CB's offer or order confirmation within the time specified above shall be deemed Buyer's acceptance of CB's terms and conditions without comment.
4. If the Buyer raises objections, within the aforementioned time limit, CB shall include the objections in a new offer or order confirmation or inform the Buyer about rejection of the objections or lack of possibility to conclude the contract. It is not possible to conclude a contract based on Buyer's objections without CB's prior express acceptance thereof. In case of doubt, CB shall be deemed to have rejected the objections and the contract shall be concluded on the terms and conditions previously specified by CB.

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3. DELIVERIES

1. Unless otherwise agreed by the parties, deliveries shall be made on the terms of incoterms 2010 - Ex Works for the point of receipt of the Goods specified in the contract. The delivery date stated in the contract is an approximate date and is not a direct commitment of CB. The Seller shall make every effort to realize the above delivery date. The Seller reserves the right to change the date of delivery or conduct partial deliveries in the event of events beyond CB's control (failure of production equipment, delays in supply of raw materials, weather events, strikes, road events and other situations not directly attributable to CB), whereby the change of delivery date or conducting partial deliveries shall not be treated as failure to perform the contract through CB's fault, and CB shall not be liable for losses resulting directly or indirectly from such an event.
2. The Buyer is obliged to collect the Goods on the date of delivery or within the time specified in the contract. In the event of refusal or delay by the Buyer in taking delivery of the Goods, including CB's refusal to deliver the Goods due to the Buyer's arrears to CB, CB shall be entitled to charge the Buyer for the costs of storage, insurance, special or additional transport and other costs incurred by CB through the fault of the Buyer.
3. After the expiration of 30 days from the date of delivery or the date of its acceptance specified in the contract, CB shall have the right to resell the goods or destroy or recycle them and charge the Buyer the appropriate costs thereof. The funds received by CB from the sale of the Goods, or their recycling shall be credited against the Buyer's obligations to the Seller or refunded accordingly.
4. CB reserves the right to partial deliveries and prior to agreed delivery date.

4. PAYMENTS

1. Unless otherwise agreed by the parties in the Contract, payment for the goods shall be made by bank transfer to CB's bank account in the form of prepayment. All bank costs resulting from the execution of the payment shall be borne by the Buyer.
2. In case of Customer's delay in payment of any amounts due to CB, CB reserves the right to suspend execution of deliveries or issue of Goods and refusal of further orders until the Buyer settles the arrears. The above shall be deemed a delay in performance of the contract through the fault of the Buyer.
3. Any claims of the Buyer against CB, including on account of complaints or other allegations connected with execution of the contract, cannot constitute basis for refusal to pay for Goods. The Buyer's right to set off any of its claims against CB's claims for payment for the Goods is excluded.
4. Unless otherwise specified in the contract, all prices are net prices, exclusive of applicable VAT.

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5. CB informs that its receivables are subject to insurance, within the framework of which the insurer specifies maximum trade credit limits for individual customers covered by the insurance. CB reserves the right to suspend deliveries or refuse fulfilment of any orders, which could result in exceeding the indicated limits.

5. COMPLAINTS

1. The Buyer is obliged to examine the goods in terms of quality and quantity at the moment of taking over the Goods. In the event of non-conformity of the Goods with the contract, the Buyer shall be entitled to lodge a complaint. The notification should be made within 5 days from the date of acceptance of the Goods, under the pain of losing the rights under warranty.
2. If the Goods are found to be damaged or missing during delivery, the Buyer shall be obliged to write an appropriate protocol of this circumstance together with the carrier.
3. The complaint notification should contain full identification of the Goods, including number indicated on the contract (no. of order or offer), quantity of Goods, basis of complaint with its documentation in the form of samples, description, photos. CB has the right to request from the Buyer additional documentation or materials in order to assess the reasonableness of the complaint, including the inspection of the Goods at the Buyer's premises.
4. Complaints should be reported by e-mail to the address: reklamacje@cb.com.pl or in writing to CB's registered office address.
5. CB has the right to reject the complaint if the above conditions are not fulfilled.
6. CB shall examine the complaints within 30 days from the date of receipt of notification.
7. The Buyer is entitled to lodge a complaint regarding latent defects of the Goods, material defects or other, which could not be detected during acceptance of the Goods, within 6 months from receipt of the Goods, unless the Parties have agreed otherwise in the Contract.
8. The amount of the Buyer's claim against CB under the contract of sale of the Goods shall not exceed the total value of the Goods under the given contract.
9. The Buyer shall reimburse CB for costs related to investigation of unjustified claims.

6. FORCE MAJEURE

1. Neither party shall be liable for any delay in performance caused by force majeure. However, the delayed party will make every effort to reduce the duration of the delay.
2. In the event of force majeure, the delayed party shall immediately notify the other party of its occurrence and specify its expected duration, if known to it.
3. If, due to force majeure, the delay in performance exceeds one month, the Parties shall make arrangements for the terms and further manner of performance. CB, however,

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reserves the right to withdraw from the contract, if due to the purpose of the contract known to the Buyer and due to the nature of the obligation, the fulfillment of performance becomes impossible or economically unjustified.

7. APPLICABLE LAW AND COURT

1. The contracts are governed by the substantive and procedural law of the Republic of Poland.
2. In case of any doubt, the seat of CB shall be considered the place of Contract execution.
3. The competent court for disputes arising in connection with the agreements is the Common Court of the Republic of Poland with jurisdiction over CB's registered office.

8. CANCELLATION OF ASSIGNMENT

Transfer of any rights or obligations under the agreement is allowed only after obtaining CB's prior express written consent, otherwise being null and void.

9. PERSONAL DATA

Personal data shall be processed in order to undertake activities aimed at concluding an agreement and its performance, maintaining business relations and for marketing purposes permitted by law. Detailed information on the processing of personal data, together with the information clause, can be found on CB's website at: <https://www.cb.com.pl/polityka-prywatnosci/>.

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