

# Terms and Conditions of Sale and Delivery

for DAFA POLSKA SP. Z. O.O.

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## 1. General

1.1 Each supply from DAFA POLSKA SP. Z O.O. is covered by these Terms and Conditions of Sale and Delivery, provided that they have not been expressly deviated from or amended by other agreement concluded in document or in written form.

1.2 Special conditions of purchase or specific requirements for goods/ services purchased by the buyer and listed in, for example, the buyer's purchase order or the buyer's general conditions of purchase, tender documents, etc., are not binding on DAFA POLSKA SP. Z O.O., unless DAFA POLSKA SP. Z O.O. has expressly agreed to this in writing. Any agreement will be concluded only on the conditions set forth in these Terms and Conditions of Sale and Delivery.

## 2. Quotation/order

2.1 Any agreement between the buyer and DAFA POLSKA SP. Z O.O. is not deemed to have been concluded until the agreement has been confirmed in document or in written form by DAFA POLSKA SP. Z O.O., e.g. by an order confirmation sent via email. In case of discrepancies between the order confirmation and the buyer's order, the order confirmation prevails. DAFA POLSKA SP. Z O.O. reserves the right to suspend the execution of the order till its final version is agreed.

2.2 Technical information, guidelines, etc.

All intellectual property rights (including, but not limited to copyright, design right, patent right and utility model, as well as rights to drawings) to products supplied by DAFA POLSKA SP. Z O.O. belong to DAFA POLSKA SP. Z O.O. This applies irrespective of whether the drawing or product concerned is developed for the buyer and/or is based on the buyer's specific specification or drawings. The buyer acquires solely an ordinary right of use to the purchased products. The buyer is not entitled to disclose or make available drawings or specifications to others, nor is the buyer entitled to produce or allow others to produce the products or replicas of the products supplied by DAFA POLSKA SP. Z O.O.

## 3. Handling surcharge for stock items and opening

3.1 A handling fee will be charged for orders less than PLN 1,000, net and exclusive of VAT. Delivery of opened consignments is not available.

## 4. Terms and conditions of payment and retention of title

4.1 Unless otherwise agreed, the purchase price falls due for payment on the due date specified on the invoice.

4.2 In case of non-payment, interest will accrue from the due date, cf. clause 5.1, on the amount due at any time at an interest rate of 1.5% per month or any part thereof.

4.3 The buyer is not entitled to set-off against the purchase price for claims arising from any other legal relationships, and the buyer is not entitled to exercise any right of retention or refuse payment due to a delay, complaint or counterclaim regarding the specific delivery.

4.4 If the buyer fails to comply with payment obligations vis-à-vis DAFA POLSKA SP. Z O.O., DAFA POLSKA SP. Z O.O. reserves the right to withhold further deliveries, including to withhold deliveries that have already been handed over to a carrier, until payment in full for all receivables has been received or a security deposit was paid by the buyer.

4.5 DAFA POLSKA SP. Z O.O. retains ownership title to the goods sold until the purchase price plus any interest and costs have been paid.

## 5. Delivery

5.1 Delivery is ex works DAFA POLSKA SP. Z O.O. in Natolin, Polska (Incoterms 2020), unless otherwise agreed in document or in written form in each specific case. If delivery cannot be made as a consequence of the buyer's circumstances, the output will remain at DAFA POLSKA SP. Z O.O. at the buyer's expense and risk. DAFA POLSKA SP. Z O.O. is entitled to charge warehouse rent, costs, etc.

5.2 Any and all delivery times stated by DAFA are estimated and thus non-binding on DAFA POLSKA SP. Z O.O., unless a fixed delivery time has been explicitly agreed for the entire delivery or parts thereof.

5.3 If a fixed delivery time has been explicitly agreed, DAFA POLSKA SP. Z O.O. is entitled to extend this period by ten (10) working days calculated from the expiry of the fixed delivery time. If DAFA POLSKA SP. Z O.O. exceeds the extended delivery time (due to fault as well as due to no fault), the buyer is entitled to an agreed penalty from the expiry of the extended delivery time. The agreed penalty constitutes 0.5% of the part of the agreed purchase price which covers the services comprised by the delay for each full week of delay. The agreed penalty cannot exceed 5% of the agreed purchase price for the delayed output. If DAFA POLSKA SP. Z O.O. exceeds the extended delivery time by more than 45 working days, the buyer is entitled to rescind the agreement in its part affected by the delay.

5.4 If the buyer chooses to rescind the agreement, the buyer will only be entitled to a refund of any remuneration already paid in respect of the delayed performance, but not of remuneration for other output. The buyer cannot assert any other remedies for breach as a consequence of the delay and, thus, is prevented from claiming compensation of any kind.

5.5 For customer-specific goods, the right is reserved to make deliveries below or above the agreed delivery of up to 10% (delivery tolerance).

## 6. Prices

6.1 Any and all deliveries are made at the prices applicable at the time of delivery and specified on DAFA POLSKA SP. Z O.O.'s price lists, order confirmations, as the case may be. Quotations and prices specified on the order confirmation are exclusive of VAT and of other public taxes charges, fees, etc., associated with the delivery, which will be added to the price upon invoicing.

6.2 DAFA POLSKA SP. Z O.O. reserves the right to change prices without notice due to extraordinary price increases for raw materials, production costs, wage increases and other circumstances for which DAFA POLSKA SP. Z O.O. is not responsible but which have impact on the order execution and prices. In particular, if the raw materials index of one or all of the following materials: PU, PE and PVC published on the portal kiweb.de, increases by 20% compared to the previously published raw materials index.

6.3 DAFA POLSKA SP. Z O.O. reserves the right to change prices. In such a case DAFA POLSKA SP. Z O.O. will send the new Price List to the buyer via e-mail. The change becomes effective after ten (10) days from sending the new Price List of the Products. DAFA POLSKA SP. Z O.O. does not have to justify the changes in the prices.

## 7. Returns

All sales are final and no refund will be issued.

## 8. Liability and defects

8.1 DAFA POLSKA SP. Z O.O. guarantees the quality of the products in a range described in the product technical specification and resulting from the law. The buyer undertakes to examine the delivered products/services immediately and no later than one week after receipt. The buyer forfeits the right to invoke defects/deficiencies in the delivered products/ services if the buyer fails to notify DAFA POLSKA SP. Z O.O. of this immediately after the defect/deficiency is discovered or should have been discovered, however not later than within ten (10) working days after the delivery date. In any case, the buyer loses the right to invoke defects/deficiencies in delivered chattel products, if the buyer does not notify DAFA POLSKA SP. Z O.O. of this within sixty (60) days after the delivery date. Distinct arrangements regarding guarantee granted by DAFA POLSKA SP. Z O.O. may be binding on DAFA POLSKA SP. Z O.O. if agreed in written or document form.

8.2 If it is documented that the products/services delivered by DAFA POLSKA SP. Z O.O. were defective at the time of delivery, and the deadline for complaints in clause 8.1 has been complied

with, DAFA POLSKA SP. Z O.O. undertakes to remedy defects by repair or replacement delivery at its own discretion within a reasonable period of time. If DAFA POLSKA SP. Z O.O. does not carry out repair or replacement within a reasonable period of time, DAFA POLSKA SP. Z O.O. is liable for damages vis-à-vis the buyer pursuant to the general rules of Polish law with the following restrictions: DAFA POLSKA SP. Z O.O.'s liability for defects in the delivered products/services is limited to the invoice price of the defective products/services. As part of its commercial and product liability insurance, DAFA A/S has taken out additional insurance called "Ingredient and component cover", which has the following benefit for the buyer: If DAFA's products/services have been incorporated into or added to another product, including buildings ("End Product"), and the repair or replacement of DAFA A/S's defective product/service requires interference in the End Product, DAFA A/S is liable in damages – pursuant to the ingredients and components cover under the DAFA's commercial and product liability insurance – for costs directly associated with the interference in other equipment. Thus, DAFA POLSKA SP. Z O.O. is in no case liable for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers, additional costs incurred in connection with the stationing and recall of employees, troubleshooting, studies, analyses or transport of the defective product/service or other financial consequential loss. DAFA POLSKA SP. Z O.O.'s liability in damages vis-à-vis the buyer for defects in the delivered products/ services may not exceed PLN 1 million per calendar year.

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8.3 Apart from what is stated in clauses 8.1 to 8.2 above, any claim made by the buyer arising from defects in the products/services delivered by DAFA POLSKA SP. Z O.O. is ruled out. The liability of DAFA POLSKA SP. Z O.O. under warranty is excluded.

8.4 The limitations of DAFA POLSKA SP. Z O.O.'s liability in accordance with this clause 8 do not apply if the defect was deliberately caused by DAFA POLSKA SP. Z O.O. or it is due to the gross negligence of DAFA POLSKA SP. Z O.O.

7.5 Products manufactured under the buyer's brand: the buyer authorizes DAFA POLSKA SP. Z O.O. to use the name, symbol, logo and trademarks, brand names and other elements of intellectual property of the buyer in the range of executing the contract (order). DAFA POLSKA SP. Z O.O. as the producer of products manufactured under the buyer's brand is only a manufacturer and the buyer is the producer in the understanding of the bill from 12th of December 2003, concerning the general safety of Products, the bill from the 16th of 2004 concerning building Products and the Bill from 30th of August 2002 concerning the system of evaluating compliance. The buyer as the producer is responsible for executing any duties resulting from the law (as well as any direct European Union regulations), and within this especially the compliance of the products, their packages and signs and for fulfilling any requirements concerned with the potential qualification of the products as a building product. DAFA POLSKA SP. Z O.O. is responsible only for the compliance of the products with product technical specification and with branding the products with the label designs sent by the buyer. The execution of orders placed by the buyer doesn't mean the introduction of the products to the market, but only passing the product from the manufacturing plant of the manufacturer (DAFA POLSKA SP. Z O.O.) to the producer (buyer). The buyer is the subject responsible for introducing the products onto the market. Products manufactured under the buyers branding will be delivered only to that buyer. Any product claims made by the recipients are collected and considered by the buyer. If any manufacturing flaws of the product are suspected, DAFA POLSKA SP. Z O.O. is only obliged to cooperate with the buyer in order to explaining the reasons and to get rid of the deviation and implying the recommended correction process. The buyer states that he has the full copyrights to the product labels. If DAFA POLSKA SP. Z O.O. will manufacture the products in compliance with the specification delivered by the buyer, introducing these specification to the DAFA POLSKA SP. Z O.O. by the buyer will equivalent with the buyer guarantying, that using the specification mentioned above for manufacturing or delivering the product will be safe and lawful.

## 9. Product liability

9.1 DAFA POLSKA SP. Z O.O. is liable in damages for any damage which the products/ services delivered by DAFA POLSKA SP. Z O.O. incur on anything other than the delivered product/service, in accordance with the general rules of Polish law on product liability. Damage to anything other than the delivered product/service occurring during the exercise of DAFA POLSKA SP. Z O.O.'s business is also deemed product liability. DAFA POLSKA SP. Z O.O.'s liability in damages is, however, limited pursuant to the following rules:

9.2 DAFA POLSKA SP. Z O.O. is in no case liable in damages for indirect loss, including loss of profit, operating loss, costs for lawyers and other advisers and other financial consequential loss.

9.3 When DAFA products/services have been incorporated into or added to another product (the "End Product"), DAFA POLSKA SP. Z O.O. is under no circumstances liable for any additional costs incurred for the stationing and/or recall of employees, troubleshooting, inspections, analyses or transport of the defective product/service and/or the End Product.

9.4 Claims from the buyer for damages resulting from product liability which are not excluded pursuant to clause 9.2 and/or clause 9.3, can never exceed PLN 1 million per insurance event. Furthermore, DAFA POLSKA SP. Z O.O. liability for such claims for damages vis-à-vis the buyer can never exceed PLN 2 million per calendar year. In case of serial claims, defined as claims for damages filed against DAFA POLSKA SP. Z O.O. as a result of damages or loss caused by the same factors giving rise to product liability and occurring over more than one calendar year, the liability for all such serial damage claims cannot exceed PLN 5 million in total.

9.5 The buyer must indemnify DAFA POLSKA SP. Z O.O. against any claim for damages for which DAFA POLSKA SP. Z O.O. may be liable in respect of the buyer's customer and/or injured third party, but for which DAFA POLSKA SP. Z O.O. has waived liability in accordance with this clause 9 vis-à-vis the buyer.

9.6 If any third party files a claim for loss and/or damage as described in this clause 9 against either DAFA POLSKA SP. Z O.O. or the buyer, the party concerned is obliged to immediately notify the other party of this in document form.

9.7 The limitations of DAFA POLSKA SP. Z O.O.'s liability in accordance with clause 9 do not apply if the damage was deliberately caused by DAFA POLSKA SP.

Z O.O. or if the damage is the result of gross negligence by DAFA POLSKA SP. Z O.O., or where the limitations are at variance with mandatory rules of law.

## 10. Insurance cover

10.1 DAFA POLSKA SP. Z O.O. states that it has taken out usual commercial and product liability insurance with ingredient and component cover for damage and loss.

## 11. Governing law and venue

11.1 Agreements and any dispute arising from this agreement must be settled according to Polish law. Contracts concluded by DAFA POLSKA SP. Z O.O. do not undergo the United Nations Convention concerning International Sales of Goods (CISG).

11.2 If the Parties are unable to resolve disputes arising from the agreement, the dispute must be settled by the ordinary Polish court competent for the seat of DAFA POLSKA SP. Z O.O.

## 12. Force majeure

12.1 We are not liable to the buyer if the following conditions occur after the conclusion of the contract and prevent or delay the fulfillment of the contract: War and mobilization, riots and unrest, acts of terrorism, extraordinary natural phenomena, strikes and lockouts (whether or not we ourselves involved, is or is the cause of such discrepancies), late deliveries from suppliers, flood, fire, explosion, failure to transport, currency controls, death, illness or departure of key personnel, computer viruses or other circumstances beyond our direct control. In this case, we are entitled to postpone the delivery until the impediment to performance has ceased or, alternatively, cancel the contract in whole or part.

## 13. Modification clause

13.1 DAFA POLSKA SP. Z O.O. is entitled to change these Terms and Conditions of Sale and Delivery.

13.2 These Terms and Conditions of Sale and Delivery replace previous Terms and Conditions of Sale and Delivery and apply starting from 01.12.2023