

## **General Conditions of Sale**

### **"MIRANDA" Sp. z o.o.**

#### **I. The Acceptance and Completeness of a Contract.**

All goods and services sold and delivered by "MIRANDA" Sp. z o.o. with registered office in Turek, 62-700, Jedwabnicza Street 1, entered into Register of Entrepreneurs of the National Court Register kept by District Court – Nowe Miasto and Wilda in Poznań, IX Commercial Division of the National Court Register under KRS number 0000135145 NIP 668-17-12-330 REGON 311089769 with the Initial Capital of the Company – 8 824 200,00 zł (hereinafter "Seller") to the entity indicated in the order (hereinafter "Buyer") are issued subject to these General Conditions of Sale (hereinafter "OWS"). No Buyer's order shall be binding unless confirmed by the Seller in writing (hereinafter "Contract"), and the Seller will send it back to Buyer.

The lack of remarks of an order within 24 hours can be synonymous with its acceptance and approval for implementation. In matters not included in Contract, the General Conditions of Sale have only use for all conditions of sale and the supplies of services between Buyer and the Seller. These conditions form an entire agreement with provisions of the Contract between Parties. Any changes and adjustments need the written form and appropriate signatures of each of Parties. Any of business customs, trade practice or outgoing rules of cooperation between Parties or any other Buyer's conditions – in a written or an oral form – wouldn't apply to the interpretation of present conditions of Contract; and these cannot be read as the supplementation of the General Conditions of Sale or Contract. Buyer's general contractual patterns, in particular the General Conditions of Purchase, defined or attached the correspondence with the Seller, are hereby excepted and they have no use with OWS or Contract.

#### **II. Prices, Payment and Deliveries.**

1. Unless otherwise specified in Seller's offer (hereinafter "Offer") or in Contract, all products are assessed and sent according to INCOTERMS 2000 EXWORKS from the production facility, and the prices of products do not involve any insurance, delivery, forwarding trade and charges which only Buyer is liable for, subject to legal act 2.

Delivery dates of products are only estimate and they depend on the accessibility of given products at the time of placing an order by Buyer. For Buyers with granted trade credit the payments date totals seven (7) days from the date of making out an invoice unless otherwise provided in OWS or Contract. However, in case of remaining Buyers the payment is in cash, in form of prepayment or cash on delivery. The legal rate of interest are included in any of unpaid amounts in required date from the date of maturity payment to the payment day. The Seller reserves the right to each delivered goods until Buyer has made full payment for all the goods delivered.

2. In case of a stock purchase of the weight exceeded 500 kg, when the delivery place is on the territory of Poland, all costs connected with the shipment are covered by the Seller.

#### **III. Legality**

1. The Parties comply with applicable laws and regulations in particular the regulations concerned with the control of export, rules related to fighting with corruption, extortions, bribes, and the illegal or inappropriate ways for acquisition of order, directly or indirectly.

The Parties are obliged to cooperate with each other. Buyer will excuse the Seller from responsibility and indemnify the Seller from all petitions, claims, demands, costs, spendings and other obligations arising from violation of mentioned in regulations previous point by Buyer by the proceeding or nonfeasance of Buyer from Buyer's side.

2. The Seller promotes fit working conditions and environmental standards in the whole life cycle of a product. In connection with the Buyer he aims at the rules of responsible business and balanced development. In the whole life cycle of a product Parties are obliged to act on minimizing the negative influence on both the human health and environment. The processes of minimizing pollutants, promoting the effective and balanced use of primary products and natural resources, especially water are included in this action. What is more, the control of product life cycle based on the current controlling of production and transport processes is related to acting on decreasing of greenhouse gases emission. Parties aim at limiting the amount of wrappings e.g. the usage only such amount that is essential for fulfilling a function of wrapping and thereby decreasing the negative impact on the environment. Buyer is obliged to use the wrappings and wrapping wastes obeying the guidelines included in the following regulations at the same time.

### **III A. Provisions relating to restrictive measures arising from the provisions of law.**

1. An order shall be deemed to have been effectively placed at the time of/provided that:
  - 1) the submission by the Purchaser to the Seller of a statement containing the details of the Purchaser's beneficial owner, within the meaning of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC,
  - 2) it has been established that the Purchaser and the beneficial owner of the Purchaser are not subject, in connection with the subject matter of the order/contract, to restrictive measures under the provisions of law, in particular:
    - a. Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the participation of Belarus in Russian aggression against Ukraine, (OJ EU L 2006.134.1),
    - b. Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine (OJ EU L 2014.78.6),
    - c. Act of 13 April 2022 on specific solutions to counter support for aggression against Ukraine and to protect national security (OJ 2022, item 835)
  - 3) the submission of a declaration by the Purchaser to the Seller that the subject of the order/contract/transaction is not subject to restrictions or sanctions introduced due to the situation in Ukraine, in particular the following legal acts:
    - a. Act of the Sejm of the Republic of Poland of 13 April 2022 on special solutions to counter support for aggression in Ukraine and to protect national security,
    - b. Council Regulation (EC) No 765/2006 of 18 May 2006 concerning restrictive measures in view of the situation in Belarus and the participation of Belarus in Russian aggression against Ukraine,
    - c. Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine,
    - d. Council Regulation (EU) No. 2022/263 of 23 February 2022 concerning Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine,

- e. restrictive measures in response to the illegal recognition, occupation or annexation by the Russian Federation of certain non-government controlled areas of Ukraine,
  - f. relevant legislation of the United States of America.
2. The declarations shall be submitted according to the models specified by the Seller. The Seller shall make these models available to the Purchaser.
3. The Purchaser shall be obliged to immediately notify the Seller of any amendment to the data within the scope specified in clause 1.
4. Non-performance or improper performance of obligations of the Seller, including non-performance of a service or non-delivery of an order, shall not be deemed an infringement of the obligations of the Seller if it is caused by the restrictions referred to in clause 1. The Seller shall be released from any liability for damage which the Purchaser has suffered in connection with non-performance or improper performance of such obligations.
5. In case where the Purchaser or the beneficial owner of the latter or the subject of the order/contract/transaction is subject to the restrictions referred to in clause 1, either Party may withhold its performance or, if the restriction lasts longer than one month, may terminate the contract with immediate effect, whereby the Seller shall be released from any performance obligation and liability for damages towards the Purchaser and, if the Purchaser has paid all or part of the amount due for the goods, the Seller shall refund the amount due within 30 days (if legally and factually possible) after the restrictions have been lifted. The Purchaser shall not be entitled to interest on this account for the period until the restrictions are lifted.
6. The Seller may withhold from the amounts already paid by the Purchaser an amount equivalent to the costs incurred in connection with the order, which has not completed due to the introduction of restrictions, including the cost of storage of finished goods.
7. The Purchaser shall be liable to the Seller for any damage caused to the latter as a result of the Purchaser misleading the Seller as to the circumstances of the inclusion of the Purchaser in the restrictions referred to in section 1 and as a result of failing to observe the obligation referred to in clause 2.

#### **IV. Control and Reception**

1. After receiving every consignment Buyer is obliged to go over it, especially to check the quantitative and substantive consistency with shipping list and commodity specification or packing list of delivery, and to check the possible and visual poundings. In case of any poundings, the complaint must be forthwith reported to the carrier in the delivery day – or in case of pounding of packaging invisible from the outside within 7 days from the delivery. The Seller must be also informed in writing. All goods or/and provided services by the Seller will be considered and accepted by Buyer unless the written complaint in the form of complaint report was reported and passed by Buyer to the Seller at the latest of seven (7) days from the day when Buyer has received the goods. Buyer titles to complaint of goods or/and services which have poundings and shortcomings.
2. For technological reasons, it is allowed to deviate in the measurement of delivered goods from the ordered size, not more than 1.5% for a commercial unit up to 100 linear metres in length and 1% for a commercial unit over 100 linear metres in length. Delivery of goods of a size larger or smaller than that ordered but within the limits of the deviations indicated in the preceding sentence shall not constitute improper performance of the obligation or a physical defect and shall be treated as delivery of the goods of the size ordered; nor shall it constitute grounds for the acceptance of complaints or any claims by the Buyer. The buyer is obliged to pay for the size shown on the label.
3. The Seller informs that the colours of particular production batches of goods can vary due to reasons related to the production process and remain within the limits specified in the Seller's standard. Taking into account the aforementioned, it is not recommended to combine goods from two different production batches.

## V. Claims

1. Complaint means that in any case of occurrence of goods defects Buyer should forthwith inform the Seller who will make a decision afterwards and decide if:
  - a. It is necessary to get the samples of faulty goods from Buyer,
  - b. The fingertip examination by the Seller's representatives is necessary.
2. If it is decided that the examination of a claim is not connected with the conditions in act 1 point a)b), the Seller will inform Buyer about it and from that moment within 21 working days the solidity of complaint will be assessed.
3. The term of the solidity of complaint may be extended if the opinion of external Parties is required.
4. The Parties set a warranty period for physical and legal defects of the goods for the period of six (6) months from the date of goods receipt. The defects that are noticed in that period shall be reported to the Seller in written form, immediately after their detection.
5. The Buyer, upon the Seller's request, is obliged to make available immediately to the Seller the samples of the defective goods necessary to carry out the examination, as well as to enable the examination of the goods on site - as well as to provide the necessary information concerning the processing technology and conditions under which the goods were used.
6. The Seller's responsibility in respect of shortcomings and shortage of goods is limited in accordance with the duties of OWS entirely.
7. The Seller's responsibility is limited to up the level equal to and not exceeding the value of advertised product and increased by possible delivery expenses and / or transport charges.
8. The Seller's liability for damages listed in Article 566 of the Civil Code of 23 April 1964 is excluded.

## VI. Liability range.

1. Seller's liability connected with Contract conclusion or achievement of goods sale does not embrace the undoing the damage concerned with prospective advantage, missing profit, generative trading loss, loss of market reputation, etc.
2. The Seller is not responsible for usefulness of supplied, according to the order, good for desired aims of Buyer.
3. All factsheets, advertising brochures as well as the pattern books are only for informational and demonstrative purposes, thereby they cannot be the base for lodging any claims against the Seller. By written agreement, Parties may introduce an individual pattern book delivered by the Seller within the confines of concluded agreements with the Buyer.

The non-significant variances among the delivered goods, as well as the patterns cannot be the reason for lodging any claims against the Seller on the score of the physical defects, and also non-preparing or inadequate preparing of the conducted agreements.
4. The Parties update the individual pattern book as the following:
  - a) after 2 years once it is set and also at any time in the case of recognizing that it is battered, lost or damaged.
  - b) in the case of documenting by the Seller planned or introduced technological changes as well as a planned or performed change of supplier for materials, measures or products that are crucial for producing the goods and which have the influence on their physical features.
5. The Seller informs the Buyer about these circumstances referred to the points 4 a, b, sending simultaneously the updated individual pattern book. If on target of 3 working days from the date of delivered updated individual pattern book the Buyer doesn't lodge any claims as to its quality or

parameters, the Parties stated that the updated individual pattern book is agreed and effective for the further deliveries within the conducted agreements.

#### **VII. Abandonment of right and clastic interpretation of resolution.**

No earthly case of failure to take the investigation or delay in asserting the Seller's rights and eligibilities result from OWS or Contract will not form abandonment of investigation by the Seller. If any of resolutions of OWS of any of their parts will be considered as irrelevant or impossible to fulfill, they will not have any impact on the rest part or parties of this resolution, or any of different resolutions related to OWS.

#### **VIII. Act of God.**

1. Failure to meet contractual conditions or delivery contract by one of the Parties is justified only when this failure to meet conditions is connected with existing of act of God. Within the meaning of Contract, the act of God means every event which is not under the control of any of the Parties such as: force of nature, in-fighting on the territory of the Seller or Buyer, port block or other inlet or outlet places, fire, strike, labor riots, war, accidents, orders and decisions of civil or military authorities, or the event which is impossible to be predicted or overcame by the Parties also when the Parties have no impact on the situation.
2. The Party, in which there were impediments in the fulfillment of Contract because of act of God, is obliged to inform the second Party about occurring and non-functioning of the act of God. The lack of notification or delay of notification of the second Party in connection with the existence of act of God will cause that the Party won't be able to plead the act of God as a reason of acquittance of liability for non-fulfillment of a Contract or undue performance. The existence of act of God should be supplied with documentary evidence by the Party which pleads this act of God.
3. The Party of Contract which had the impediments because of the act of God is obliged to commence any possible and legal efforts to minimize the influence of the act of God to carry out of Contract.

#### **IX. Solvency.**

Placing an Order by the Buyer or conclusion of the Contract shall be tantamount to making a statement that the Buyer is solvent and able to pay for the products or services ordered. If the Buyer fails to make payment on time, is in liquidation or if the Buyer makes an assignment to creditors, this will be tantamount to a breach of obligations by the Buyer and the Seller shall have the right to terminate the Contract with immediate effect by written notice delivered to the Buyer. Upon termination of the Contract, the Seller shall be entitled to immediately suspend further deliveries or services under the Contract without any liability to the Buyer. Within 14 days from the date of receipt of the notice of termination, Buyer shall pay to Seller all documented costs and damages incurred by Seller and the value of the obligations incurred by Seller to properly perform this Agreement until the date of termination.

#### **X. Disputes and Court of Competent Justice.**

The present OWS are liable to legal provisions of the Seller's registered office. All disputes arising in connection with the sale or/and interpretation of these conditions of sale shall be exclusively submitted to the Polish Court Competent for the registered office of the Seller.

Please note that Polish version of this Contract is in force.