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## GENERAL TERMS OF SALE

### 1 - General Provisions

**1.1** In addition to the terms and expressions defined elsewhere in these General Terms of Sale, the terms and expressions listed below – starting with a capital letter – shall have the meaning conventionally ascribed to them or specified in this art. 1.1:

- **“Buyer”**: refers to an entrepreneur from which the Seller receives the order;
- **“Contract”**: refers to the Buyer’s purchase order accepted by the Seller, comprehensive of the General Terms of Sale;
- **“EXW”**: (also known as Ex Works) refers to the relevant rights and obligations of Buyer and Seller provided for in the Incoterm 2020 of the International Chamber of Commerce of Paris;
- **“Parties”**: refers to the Buyer and the Seller jointly;
- **“Products”**: refers to the products of the Seller resulting from the price list and sales catalogs year by year in force;
- **“Seller”**: refers to Polcolorit Spółka Akcyjna, a Polish joint-stock company, with registered office in Piechowice, 58-573 Piechowice, Jeleniogórska 7 Street, Poland registered in the registry of entrepreneurs kept by the District Court for Wrocław – Fabryczna in Wrocław, IX Commercial Division of the National Court Registry under KRS number 209059, tax identification number 6111715343, share capital: PLN 1,447,235 (fully paid).

**1.2** The terms and conditions set out below (the **“General Terms of Sale”**) shall form part of any and all the agreements entered into between the Seller and the Buyer for the sale of the Products, and they shall prevail over every general terms of the Buyer, unless expressly accepted upon in writing by the Seller.

**1.3** The Seller shall reserve the right to modify, supplement or amend the General Terms of Sale, by indication of such variations in the offers or any other written communication to the Buyer. If the Buyer does not accept the modifications, supplements or amendments of the General Terms of Sale within 15 days from the date of communication, the previous General Terms of Sale shall apply, without prejudice to the Seller’s right to terminate the Contract entered into with the Buyer, if any, within 30 days thereafter.

### 2 - Offers and Orders

**2.1** The offer to the Buyer made and/or the order to the Seller sent by agents, brokers or other intermediaries shall not be binding upon the Seller until the order of the Buyer is accepted by the Seller according to art. 2.2 of the General Terms of Sale.

**2.2** No order submitted by the Buyer shall be deemed to be accepted unless and until confirmed in writing by the Seller. If an order is not confirmed in writing by the Seller, the issuance by the Seller of the relevant invoice or the performance by the Seller shall be deemed to be an acceptance of the order. For avoidance of doubt, the lack of immediate rejection by the Seller of the offer made by the Buyer with whom Seller remains in constant business relations, is not deemed as acceptance of such offer.



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we Wrocławiu IX Wydział Gospodarczy Krajowego Rejestru Sądowego pod numerem KRS 0000209059.  
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### **3 - Terms of Delivery**

**3.1** The delivery of the Products shall be EXW. The Seller shall deliver the Products by making them available to the Buyer according to the terms and at the place as specified in the Contract (the “**Delivery**”). Upon Delivery, the Seller shall only assume the obligation to load the Products on the load vehicle, any other obligation being excluded.

**3.2** The Seller shall not be liable for any loss or damage to the Products after Delivery to the Buyer; under no circumstances shall the Buyer be released from its obligation to pay the price of the Products upon the Delivery.

**3.3** Without prejudice to the remedies set forth under art. 9, if the Buyer does not fulfill the obligation to pay the price of the Products, the Seller shall be entitled to suspend the Delivery.

**3.4** All the deadlines in connection with Products' delivery and return - although defined as mandatory - shall be considered as merely indicative, and binding on the Seller within the normal tolerance range. The Delivery terms - even though indicative - are only, and exclusively, those specified in the order confirmation of the Seller.

**3.5** In case of delay in the Delivery that exceeds the normal tolerance, the Buyer may only cancel the part of the order relating to Products not delivered within 30 days following the date of receipt by the Seller of the cancellation notice of the Buyer to be sent through registered letter with return receipt.

**3.6** The Buyer cannot cancel its order or withdraw from the Contract in case the Delivery is delayed due to the occurrence of events of force majeure referred to under art. 6 if the delay of the Delivery does not exceed 60 days.

**3.7** In case of occurrence of events of force majeure referred to under art. 6, the Seller may terminate the Agreement by written notice to the Buyer.

**3.8** In case the Delivery does not take place for any reason related to the Buyer, upon simple communication to the Buyer that the Products are at its disposal, the Delivery is considered performed for all purposes (including to the effect of the terms of payment and the issuance of the invoice). After 15 days from the communication warehouse, expenses are applied and the Seller is relieved from any responsibility for destruction, damage or loss of value of the Products.

**3.9** In case of non-delivery of the Products at the place of destination indicated in the transport document, or in case the Products are delivered in a place other than that indicated in the transport document, the Buyer undertakes to inform the Seller within 120 hours after the scheduled date for delivery at the place of destination through registered letter with return receipt also containing the copy of the signed transport document. The Seller provides to the regularization of invoices issued charging VAT according to the Polish VAT Act (Journal of Laws 2004, no. 54 item 535, as amended) . The Buyer shall indemnify the Seller for any taxes, surcharges, interest and penalties of any kind – as well as legal expenses - should any amounts be charged by tax authorities as a result of failure to provide such notification in writing or, however, the delivery of Products at the place of destination other than that indicated in the transport document. The Buyer, having acknowledged the notice that the Seller requires the carrier to sign, undertakes to communicate to the carrier any change or modification of the destination of the Products. In case the Buyer fails to comply with the



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aforementioned obligation, the Seller shall charge the Buyer for any taxes, surcharges, interest and penalties of any kind - as well as legal expenses - should any amounts be charged by tax authorities as a result of said failure.

**3.10** Except in cases of willful misconduct or gross negligence, the Seller shall not be liable in any way for damages arising from late Delivery or non-Delivery (total or partial) of Products.

#### **4 - Prices and Terms of Payment**

**4.1** The prices of the Products indicated in the price list year by year are EXW; therefore, any other charges or expenses related to shipping, delivery and / or transport of the Products are the sole responsibility of the Buyer. The funding necessary to deal with any Buyer's charges and expenses is anticipated by the latter to the Seller; by way of example only, such expenses and charges comprise costs of additional packaging, shipping cost, accessories, tax charges, stamp duties, customs fees, and any additional charges not including the prices. The prices of the Products may be subject to corrections due to printing errors.

**4.2** Prices of the Products are exclusive of VAT at the rate applicable by law, to be paid in accordance with the invoice.

**4.3** The place of payment is at the registered office of the Seller even in the case of drafts, cash orders or bills. The acceptance by the Seller of payment in the form of bills, promissory notes, endorsed bills or bank cheques shall always be «subject to collection» and without scope for novation of the debt. Payment is due in full upon Delivery of the Products, unless otherwise agreed in writing.

**4.4** In addition to other remedies provided by law and / or the Contract, the Seller shall apply default interest on late payments in accordance with the provisions of Act on Counteracting Excessive Delays in Commercial Transactions.

#### **5 - Terms of Warranty**

**5.1** The Seller warrants that the Products are free from defects and flaws for a period of 12 months from Delivery. The warranty operates within the limits of art. 577 of the Polish Civil Code. Any indications of weights, measures, dimensions, colors, shades and other data contained in catalogs, brochures, folders, of the Seller are merely indicative and not binding. The warranty of the Seller is in any case limited to first choice Products i.e. with a percentage of defective tiles not exceeding 5%, for the part exceeding that percentage. The warranty does not operate for Products different from those of first choice. Except in cases of willful misconduct or gross negligence, the Buyer cannot claim differences in tone as vice of Products.

**5.2** Pursuant to the warranty obligation of the Seller, the latter undertakes to replace the defective and / or damaged product within the limits of the Contract and without any further obligation of indemnification for direct and / or indirect and / or consequential damages caused by defective Products to the Buyer and / or third parties, save for the mandatory provisions of law. The Parties acknowledge and agree that the Seller's aggregate liability to the Buyer hereunder shall, in all cases, be limited to the amount of the price paid by the Buyer for the Products giving rise to the Supplier's liability.

**5.3** The liability for defects and flaws no longer applies following the installation of the Products; any claims must be made before the installation



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through registered letter with return receipt to be addressed to the Seller, and must indicate in detail the vices and defects found. The complaint does not give the Buyer the right to suspend or delay, in whole or in part, the payment.

**5.4** It is understood that the warranty referred to in this article is excluded from the installation as well as where the flaw and / or defect of the Products is caused by incorrect use, modification or alteration of the same Products attributable to the Buyer.

**5.5** The Parties agree that the Seller liability for statutory warranty (*rękojmia za wady*) (set out in art. 556 through 576 of the Polish Civil Code) shall be excluded entirely.

## **6 - Force Majeure**

**6.1** The Seller may suspend the execution and / or withdraw from the Contract if performance is objectively impossible or excessively burdensome because of unforeseeable events beyond its control, such as, for example, strikes, labor disputes, accidents, explosions, boycott, lockout, fire, war, civil war, riots, revolutions, requisitions, embargo, energy, flood, acts or omissions of law or government, acts of terrorism, delay or failure to supply of its suppliers, equipment or essential equipment breakdowns, and other causes similar to those listed above.

## **7 - Anti – Bribery. Code of Ethics**

**7.1** The Buyer shall comply with any law, regulation, directive and applicable law of any authority, governmental entity, and any other national and international institution relating to practices and offences of corruptive nature (the “**Applicable Law**”), including, rules concerning illegal payments or offers or promises of money or other benefits to public officials or persons in charge of public services for the performance of their duties or powers.

**7.2** In particular, Buyer shall comply with the US Foreign Corrupt Practices Act, the Convention on Combating Bribery of Foreign Officials in International Business Transactions of 1997, and any other Applicable Law relating to bribery.

**7.3** The Buyer shall, and shall procure that its officers, directors, employees, contractors or consultants shall, not undertake, directly or indirectly, any action in the performance of any Contract and supply provided for therein, which may constitute a breach of any Applicable Laws, and, in particular, the Buyer shall, and shall procure that its officers, directors, employees, contractors or consultants shall, not: a) offer, make or authorize any contribution, payment or gift or other benefits to public officials or persons in charge of public services officials, employees or agents of any authority, governmental entity, and any other national and international institution; (b) make any contribution, of any nature, to any candidate to a public office.

**7.4** The Buyer represents to have examined the Code of Ethics of the Seller (the “**Code of Ethics**”), and the Model of Organization, Management and Control (the “**Model**”). The Code of Ethics, and the Model may be consulted on the following web site: <https://www.marazzitile.co.uk/download/>. The Seller undertakes to perform the supplies under the Contract in compliance with the rules provided under the Code of Ethics, the Code of Conduct, and the Model.

**7.5** The Buyer shall, and shall procure that its officers, directors, employees, contractors or consultants which will be in contact with the Seller in the



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performance of the supplies under the Contract shall, promptly inform the Management Board of the Seller of any act, fact or action of which it became aware, and may constitute a crime included in the scope of any relevant statutory penal law.

**7.6** If during the execution of the Contract, the Buyer incurs in a conduct described in article 7.3 and 7.4, the Seller has the right to terminate the Contract as per article 9 of these General Terms of Sale.

**7.7** The Buyer represents and warrants that it is not designated on, owned by or associated with, any party designated on any U.S., E.U. or other government restricted parties' lists, including without limitation, the U.S. Treasury Department Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, and the Buyer agrees that it will not sell or transfer any goods to such persons. The Buyer shall comply with all applicable U.S., E.U. or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the Office of Foreign Assets Control.

**7.8** In case of breach of the Buyer of its undertakings, representations and warranties under art. 7, the Seller has the right to terminate the Contract as per article 9 of these General Terms of Sale. For avoidance of doubt breach of the Buyer of its undertakings, representations and warranties under art. 7 constitute material breach.

## **8 - Personal Data Protection**

**8.1.** For the purpose of executing the Contract, the Parties undertake to comply with all the obligations set out in the General Data Protection Regulation (UE) 2016/679 on "the protection of natural persons with regard to the processing of personal data and on the free movement of such data" (hereinafter "**GDPR**"), as well as, within the limits of its applicability, Act on Personal Data Protection (Journal of Laws 2018, item 1000, as amended).

**8.2** By signing this Contract, the Parties, each to the extent of its respective competence, acknowledge that their own personal data and/or of their employees and/or collaborators involved in the activities referred to the Contract, will be communicated to the other Party and processed by the latter as an autonomous Data Controller in relation to the execution of the Contract, in particular for the purposes strictly functional to the setting up and execution of the Contract and fulfilling any applicable legal obligations of the respective Party.

**8.3** In particular, the Buyer acknowledges that the Seller will process his personal data and/or of its employees and/or collaborators, involved in the activities referred to the Contract, as autonomous Data Controller for the purposes and in accordance with the modalities specified in the information notice provided pursuant to articles 13 and 14 of the GDPR available on the website: <https://www.polcolorit.pl/privacy/>, which the Buyer undertakes to bring to its employees', representatives and/or collaborators' and any other persons knowledge if the Buyer provides personal data of such persons to the Seller due to the signing and performance of this Contract.

## **9 - Termination of the Contract**

**9.1** The Seller has the right to terminate any Contract with the Buyer, with immediate effect, by notice sent through registered letter to the Buyer in the following cases:



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- a) if the Buyer fails to fulfil its obligations under articles 3.9, 4 and 7 of these General Terms of Sale;
- b) if the Buyer is in material breach of the Contract.
- c) the Buyer fails to fulfil its obligations under articles 1.3, 3.7, 6.1;
- d) the Buyer is subject to enforcement, insolvency or liquidation proceedings;
- e) the Buyer's economic and financial situation can be reasonably considered a situation of crisis;
- f) shares and / or quotas representing the majority or the Buyer's control of share capital - in case of corporate - are directly or indirectly sold, disposed of, or restricted in guarantee.

#### **10 – Retention of Title**

**10.1** The Seller shall retain title in the Products sold until it has received full payment of the agreed price from the Buyer. Consequently, the Buyer undertakes i) to make good use of them, according to their intended use; ii) not to transfer their title to third parties, unless expressly and previously authorized by the Seller. In the event that the Buyer fails to pay all or part of the Products by the due date, the Seller may retake possession of the Products delivered, at its simple request. Notwithstanding the above, the Buyer shall be liable for any damage and loss occurring to the Products after Delivery, even if caused by force majeure or other events not attributable to the Buyer.

#### **11 - Applicable Law – Competent Jurisdiction**

**11.1** These General Terms of Sale and each Contract entered in to by the Buyer with the Seller shall be governed by Polish law.

**11.2** Any dispute arising between the Parties concerning the interpretation, validity or enforcement of these General Terms of Sale and any Contract shall be referred exclusively to the court having its jurisdiction over the Seller.

**11.3** Only the Seller, at its discretion, has the right to waive the exclusive jurisdiction of the Court referred to in previous art. 11.2 and to take legal action against the Buyer at his residence and at the Court therein competent.

**11.4** In order to interpret the terms of return of the Products and other commercial terms used by the Parties, reference is made to the Incoterms 2020 of the Chamber of Commerce of Paris.

#### **12 - Seller's trademarks and distinctive signs**

**12.1** The Buyer is obliged to use the Seller's trademarks, models, names and other distinctive signs ("**Seller's Marks**") for the purpose of identifying the Products. Upon Seller's written consent, the Seller's Marks may also be used for advertising and other promotional purposes conducted by the Buyer, such consent being null and void unless made in writing. All Seller's Marks shall remain the exclusive property of the Seller and the use of the Seller's Marks by the Buyer shall be in the exclusive interest of the Seller. The Buyer shall not modify, amend, update or otherwise change any of the Seller's Marks. In all events, any use of the Seller's Marks on the Buyer's headed paper, on advertising or promotional materials or on any other materials, however intended for third parties, must be agreed to beforehand with the Seller, such consent being null and void unless made in writing.



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**12.2** The Buyer undertakes not to use the Seller's Marks in their firm or company names, trademarks, models, names, other distinctive signs, their product or services, web sites and domain names. The Buyer shall not file for registration of the Seller's Marks as trademarks, designs, domain names or any other registerable intellectual property. The Buyer shall have no right to allow other persons to use the Seller's Marks.

**12.3** The Buyer's right to use the Seller's Marks, as provided for in article 12.1 above, shall immediately terminate with the expiry or termination, for whatever reason, of this General Terms of Sale or any Contracts entered in to between the Seller and the Buyer.

**12.4** The Buyer shall inform the Seller of any infringement or violation of Seller's Marks of which they become aware.

### **13 - Final Provisions**

**13.1** The invalidity in whole or in part of any provision of these General Terms of Sale shall not affect the validity of the remaining provisions.

**13.2** These General Terms of Sale may be amended, supplemented, varied, only in writing by the Seller.



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