

GENERAL TERMS OF SALE
„SUNNINGWELL INTERNATIONAL POLSKA” Sp. z o.o.

1. GENERAL PROVISIONS

- 1) General Sales Conditions as determined below are an integral part of every contract concluded in writing between the Seller and the Buyer or confirmed purchase order (hereinafter referred to as „the Contract”).
- 2) In the event of non-compliance of the terms of the Contract with the General Terms of Sale individually set out in the Contract shall prevail and are binding to the Parties.
- 3) Any changes and additions to the Contract should be made by the Seller and the Buyer in writing, under pain of invalidity.

2. SUBJECT OF SALE

- 1) The subject of the sale, i.e. in particular: the type and quantity of the product together with the Wright tolerance, detailed technical specification, mechanical properties of the material, required tests, attestations, inspection certificates as well as the price, payment terms and delivery date should be precisely specified in the Contract.
- 2) The weight of the material, depending on the means of transport, should be confirmed by the following documents:
 - Rail transport: railway consignment note, confirmed by the rail company (PKP) with the stamp of the Seller’s shipping department (Sunningwell International Polska Sp. z o.o.);
 - Road transport: CMR confirmed by an independent carrier and a person responsible for weighing of material in Sunningwell International Polska Sp. z o.o.;
 - Sea transport (ship/barque): FCR loading document, Bill of Lading, etc. issued by an appropriate carrier.
- 3) In the case of sales settled according to theoretical weight, the weight of the products specified in the above-mentioned documents is for registration purposes only and cannot constitute the basis for quantitative complaints.

3. PACKING

Unless the Contract provides otherwise, the material will be prepared for shipment or delivered following the conditions specified in the Buyer’s shipping instruction.

4. QUALITY CONTROL

- 1) The material being the subject of sale is subject to inspection by the Quality Control Unit of the Seller, i.e. „Sunningwell International Polska” Sp. z o.o.
- 2) Other, additional forms of material quality control may be used if individually agreed with the Buyer in the Contract.

5. TERMS OF DELIVERY

The terms of delivery, as defined in the Contract, shall conform with Incoterms 2010.

6. COMPLAINTS

I. QUANTITY COMPLAINTS

- 1) The Buyer should file the complaint regarding the product’s quantity non-compliance as soon as it is discovered upon arrival at the destination, but not later than 30 days from the date of the shipping specification for truck collections or the date of consignment note for collections by rail. Quantity complaints received after this deadline shall not be considered.
- 2) Quantity complaint shall be considered by the Seller within 15 days of its receipt. However, if for reasons beyond the control of the Seller, the entities involved in the forwarding and transport process fail to provide the necessary information or documents, the period for considering the quantity complaint may be longer.

II. QUALITY COMPLAINTS

- 1) The Buyer should assess the quality of the product and its compliance with the Contract. In the event of defects or non-compliance, the Buyer should immediately submit a complaint to the Seller in writing. Complaints may be submitted not later than 1 month from the date of finding the defect or non-compliance but not later than 12 months from the delivery date.
- 2) The quality complaint shall be considered by the Seller within 30 days of its receipt.
- 3) If the quality complaint is considered justified, the Seller may, at own choice:
 - Perform repairs,
 - Deliver products free of defects at its own expense,
 - Reduce the price of the products.
- 4) Complaints reporting non-compliance of product properties will always be considered with regard to its standard parameters as specified in relevant technical standards unless the Buyer has indicated other properties in the order and the Seller has confirmed them. Complaints concerning non-standard product properties or parameters, testing of which has not been ordered shall be considered unjustified and shall be rejected.

Using the product for operation in conditions requiring special properties constitutes the Buyer’s risk if the confirmation and tests of said properties have not been specified in the Contract, and therefore cannot be the subject of the complaint.
- 5) Submission of quantity or quality complaint or waiting for consideration thereof does not entitle the Buyer to withhold payment for sold products if at that time the Seller’s receivables become due.

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III. RESPONSIBILITY OF THE SELLER

In any case, the responsibility of the Seller resulting from non-performance or improper performance of the contract is limited by the Subject and value of the contract to the part that had not been performed or had been performed improperly. Furthermore, the Seller's liability cannot be associated with the Buyer's commercial or production activities.

7. TERMINATION OF THE CONTRACT

- 1) The Contract may be terminated only by mutual agreement of the Parties made in writing under pain of nullity.
- 2) The Buyer may withdraw from the Contract as long as the order has not been released for production by the Seller and the production planning of the ordered goods has not been started. Otherwise, the Buyer undertakes to cover all costs incurred by the Seller in strict relation to the start of production of the ordered products.

8. PAYMENT TERMS AND DELAYS

- 1) The date of payment for the goods shall be each time specified in the Contract and shall run from the date of invoice.
- 2) The date of payment is the date when the due amount is credited to the bank account of the Seller indicated in the invoice.
- 3) The Seller reserves the right to charge the Buyer with interest for delayed payment. Also, the Seller has the right to suspend further deliveries to the Buyer until the Buyer settles all due payments.

9. FORCE MAJEURE

Force Majeure applies to all unforeseen circumstances that may occur during the implementation of the Contract that are beyond the control of both Parties, such as fire, flood, earthquake, strike, war, mobilization, warfare, revolution, confiscation of property, general lack of raw materials, energy or unavailability of public transport, embargo. In the event of Force Majeure, the Seller shall be released from their obligations under the Contract, in whole or in part, as well as from compliance with the delivery dates. The Party who cannot fulfil their obligations under the Contract as a result of Force Majeure shall notify the other Party of these circumstances. If the circumstances exist continuously for a period of 6 months, each Party has the right to terminate the Contract without consequences.

10. GOVERNING LAW

The Contract shall be governed solely by Polish law.

11. PERSONAL DATA

- 1) The Administrator of personal data is:
Sunningwell International Polska Sp. z o.o. seated in Warsaw (address: Przemysłowa 30, 00450 Warszawa), registered in the National Court Register kept at the District Court of the City of Warsaw, XII Commercial Division, under the National Register Number : 0000338348, REGON (National Register of Business Entities): 142037591, NIP (Tax Identification Number): 9522077710.
- 2) The purpose of processing personal data by the Buyer is:
 - a. performance of the Contract, as well as undertaking activities preceding the conclusion of the Contract provided for in commercial relations. The legal basis for processing personal data provided by the Buyer is the performance of the Contract or activities preceding the conclusion of the Contract [Art. 6 clause 1 letter b, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) hereinafter referred to as the GDPR].
 - b. optimization of contract concluding processes, building knowledge about the potential buyers, financial analysis of „Sunningwell International Polska” Sp. z o.o., which are the implementation of the legitimate interest of the Seller (Art. 6, clause 1, letter f of GDPR),
 - c. archiving for evidentiary purposes, which is the implementation of the Seller's legitimate interest in securing information in the event of a legal need to prove facts (Art. 6, clause 1, letter f of GDPR),
 - d. pursuing claims or defence against claims, being the implementation of the legitimate interest of the Seller (Art. 6, clause 1 letter f of RODO).
- 3) Personal data provided by the Buyer will be processed for the period in which claims related to the Contract may appear plus one year (provided for claims submitted at the end of the limitation period or delivery problems) counting from the end of the year when the Contract expired or by the period for which the Seller will be obliged to process data on the basis of tax laws, whichever is longer.
- 4) The Buyer has the right to request the administrator to access their personal data and receive a copy thereof, the right to rectify, delete or limit processing

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as well as the right to object to the processing and the right to transfer the data to another administrator.

- 5) The data subjects have the right to object to the processing of the data described above at any time. The administrator will cease to process the data described above, unless the administrator can demonstrate that there have valid, legally justified reasons for processing the data, such reasons overriding the interests, rights and freedoms of the data subjects they belong to or the personal data will be indispensable to the Administrator to possibly determine, pursue or defend claims.
- 6) Recipients of personal data may be the employees and associates of the Administrator who must have access to data in order to perform their duties, processors to whom data processing activities will be commissioned, other recipients, including couriers, insurance companies, law firms, debt collection companies, entities operating within the Administrator's capital group. Personal data may also be disclosed to entities and bodies to which the Administrator is obliged or authorized to provide personal data based on generally applicable law.
- 7) In the event of a violation of the personal data processing, the data subjects have the right to lodge a complaint regarding the processing of personal data to the supervisory authority.

12. SETTLEMENT OF DISPUTES

Disputes arising from this Contract shall be settled amicably by the Parties, and as a last resort, the disputes will be settled by the District Court in Częstochowa or the Regional Court in Częstochowa, as appropriate depending on the value of the subject of the dispute.