

**GENERAL CONDITIONS OF SALE (GCS)**  
**Ceramika Color Sp. z o.o. seated in Końskie**

## **I. General Provisions**

1. The General Conditions of Sale ("GCS") define the principles of trade cooperation taking place exclusively with domestic and foreign entrepreneurs (Contractor) purchasing goods and services of Ceramika Color Sp. z o.o. on the basis of an order. In case of concluding a trade cooperation agreement between the Contractor and Ceramika Color Sp. z o.o., these Conditions shall apply only to the extent not regulated in the trade agreement.
2. A derogation from the application of the provisions of GCS by the Contractor shall be permitted only on the basis of a prior written consent of Ceramika Color Sp. z o.o. under pain of nullity.
3. Withdrawal from the application of specific provisions of GCS by Ceramika Color Sp. z o.o. may refer to a specific order and in no case can be understood by the Contractor as binding for the execution of other orders.
4. By placing an order for goods/services of Ceramika Color Sp. z o.o. the Contractor hereby irrevocably and without objections accepts these GCS. The Contractor excludes the application of any provisions of any documents contrary to the provisions of these GCS, including, without limitation, its own general conditions of purchase or general conditions of sale.
5. The up-to-date content of the General Conditions of Sale is available in electronic form at <https://www.ceramikacolor.pl> Each order is subject to the GCS in force on the date of its placement.

## **II. Definitions**

Unless otherwise stated in the Agreement or its annexes, the following capitalized words and expressions, shall have meanings as stated below:

1. **"General Conditions of Sale (GCS)"** - the currently valid General Conditions of Sale published on the website [www.ceramikacolor.pl](http://www.ceramikacolor.pl)
2. **"Agreement"** - shall mean a framework agreement on trade cooperation concluded by Ceramika Color Sp. z o.o. with a Contractor.
3. **"Contractor"** - shall mean any customer of Ceramika Color Sp. z o.o. conducting business activity in the territory of the Republic of Poland and abroad, purchasing goods of Ceramika Color Sp. z o.o. both on the basis of a concluded framework trade agreement or on the basis of orders without Agreement.
4. **"Goods"** - all foreign goods and products being in the trade offer of Ceramika Color Sp. z o.o. valid in a given period, bearing the own Trademark or the Trademark of a third party.
5. **"Price list"** - a list containing a detailed summary of goods offered by Ceramika Color Sp. z o.o. for sale to Contractors, including in particular: price or other information on the Goods and their sale. Prices contained in the price lists may vary depending on the conditions under which the sale/delivery of the ordered Goods takes place (Incoterms), the quantity of ordered goods or the frequency of orders placed by individual Contractors.
6. **"Trading Conditions"** - an Annex to the Agreement containing selected trading conditions agreed for a given Contractor.
7. **"Settlement Cycle"** - a time interval established for the Contractor in the Trading Conditions by Ceramika Color Sp. z o.o., constituting the basis for setting prices, discounts and due dates.
8. **"Days off"** - Saturdays and public holidays.
9. **"Trade Credit"** - deferred payment for delivered Goods for a period determined by Ceramika Color Sp. z o.o. for a given Contractor in the scope specified in the Trading Conditions.
10. **"Trade Credit Limit"** - amount of the total permissible maximum balance of the Contractor's liability towards Ceramika Color Sp. z o.o. The limit is not a credit, loan or other financial instrument of a similar nature. The limit is set by Ceramika Color Sp. z o.o. and may be changed at any time. Change

of Trade Credit Limit shall not constitute an amendment to the Agreement and may be made unilaterally by Ceramika Color Sp. z o.o. Ceramika Color shall notify the Contractor about the change of the limit in writing in sufficient advance.

11. **"Order"** - purchase order placed by the Contractor, in the form and with the content required by Ceramika Color Sp. z o.o., concerning the purchase of a specific quantity and type of Goods/Product. Orders placed on other forms or in the content of an e-mail message, addressed to an employee of the Sales Department / Sales Representative of Ceramika Color Sp. z o.o. are also covered by these General Conditions of Sale, which means that also in these cases, when placing an order, the Contractor accepts them and undertakes to comply with them.
12. **"National Jurisdiction"** - all disputes related to the sale of goods shall be subject to the national jurisdiction of the Courts in Poland; the court having jurisdiction over the Seller's registered office, Polish law shall apply.

### III. Scope and subject matter of the General Conditions of Sale

1. The General Conditions of Sale govern the rules of trade cooperation between the Parties within the scope of sale of goods offered by Ceramika Color Sp. z o.o., as well as the rules of their display and promotion in the Contractor's sales points, including online sales.
2. Ceramika Color Sp. z o.o. undertakes, in particular, to execute the Orders placed by the Contractor, to ensure delivery of the Goods within a specified period of time for the price previously agreed upon.
3. The Contractor undertakes, in particular, to purchase the Goods for further resale, as well as to pay the price, on the conditions and in the scope described in the GCS and/or in the Agreement, each time confirmed in the VAT invoices delivered to the Contractor together with the Goods or in any other agreed way (e.g. by electronic mail)
4. Ceramika Color Sp. z o.o. may at any time add or withdraw certain goods from its sales offer.

### IV. Obligations of the Contractor

1. Before the execution of the first Order or before concluding the Agreement, if the parties intend to sign a cooperation agreement, the Contractor shall be obliged to provide Ceramika Color Sp. z o.o., with, among others, the following items:
  - a. current excerpt from the National Court Register (KRS) or other Register of Enterprises, if the Contractor's seat is located in another country;
  - b. a document confirming NIP (Tax Identification Number), unless such data was specified in documents confirming the Contractor's legal status,
  - c. A document confirming the VAT taxpayer's registration, confirmation of the taxpayer's active status - at the request of Ceramika Color Sp. z o.o.,
  - d. A declaration on whether the Goods exported or covered by intra-Community supply of goods by Ceramika Color Sp. z o.o. to the Contractor will be marketed by the Contractor in the territory of the Republic of Poland, required for the proper settlement of the sales transaction - at each request of Ceramika Color Sp. z o.o.
  - e. Financial statements or other documents confirming the financial situation of the Contractor - at the request of Ceramika Color Sp. z o.o.
2. The Contractor shall be obliged to provide up-to-date documents listed in section 1, at each request of Ceramika Color Sp. z o.o., also in the course of trade cooperation.
3. A Contractor who is a natural person is also obliged to provide their address of residence and PESEL number.
4. Ceramika Color Sp. z o.o. has the right to request at any time the provision of additional documents, in particular those proving the Contractor's credibility or the scope of responsibility.

5. The Contractor's Sales Representative/Proxy representing the Contractor at the time of conclusion of the Agreement is obliged to present an appropriate authorization and confirm the identity (a power of attorney to perform a specific action and a document confirming his/her identity).
6. Failure to provide the documents indicated above or failure to provide the information requested by Ceramika Color Sp. z o.o. may result in refusal to conclude the Agreement, termination of the already existing agreement or refusal to execute the Order.

## **V. Order and Delivery conditions**

1. Delivery of Goods shall be performed by Ceramika Color Sp. z o.o. on the basis of a written Order placed by the Contractor.
2. The order should contain:
  - a. details of the ordering party/payer/recipient;
  - b. delivery address;
  - c. expected sales/delivery date;
  - d. sales/delivery conditions (according to Incoterms 2010);
  - e. Details of the ordered Goods enabling their identification (type, dimensions, quantity, code);
3. When the Contractor places the order in written/electronic form, Ceramika Color Sp. z o.o. shall confirm the acceptance of the order, after initial verification of its feasibility, within 72 hours (3 working days) from the moment of placement of the Order. Initial verification of the order feasibility means, among others: checking the availability of the ordered Goods and the order execution date, agreeing on the sales prices of the Goods, availability of collateral of the executed trade transaction (including insurance), logistic possibilities of delivery or collection of the Goods and other circumstances that may affect the proper execution of the order. In the event of circumstances preventing the acceptance of the entire order, Ceramika Color Sp. z o.o. will confirm the order in the part in which it can be executed or will refuse its execution. The refusal is dependent on the Contractor's decision, i.e. its consent to a partial execution of the Order.
4. Ceramika Color Sp. z o.o. executes confirmed Orders. Execution of an Order is also possible after the Contractor's confirmation of the pro forma invoice.
5. The method of collection of the Goods / Delivery conditions (Incoterms 2010) are agreed before the execution of the order, and this information is included in the Order and the VAT invoice.
6. If the Contractor organizes the collection of the ordered Goods (transport), the goods should be collected from the agreed location within 5 working days from the date, agreed by the Parties, of making the Goods available for collection. The cost of storage for up to 5 working days is included in the price of the Goods; after 5 working days Ceramika Color Sp. z o.o. is entitled to charge the costs of storage of the Goods for each subsequent day of storing the Goods.
7. The collection of the Goods/product from the location indicated by Ceramika Color Sp. z o.o. may take place after the Contractor has provided the data of the driver and the vehicle, and such data must be consistent with the documents presented during the inspection at the entrance gate of the warehouse.
8. Ceramika Color Sp. z o.o. has the right to refuse to issue the Goods if the data of the driver or the vehicle is not consistent with the data previously provided by the Contractor.
9. Days off are not counted for the order execution period.
10. Refusal to execute the Order may occur in the event when:
  - a. The Contractor exceeds the Trade Credit Limit;
  - b. The Contractor does not confirm the order in the form required by GCS.
  - c. Balances of receivables are overdue more than 15 days after the original due date, regardless of the amount overdue;
  - d. The Contractor did not provide the documents and confirmations required by Polish law (e.g. documents for the export of goods outside Poland, etc.)

- e. Previous orders were not collected despite the Contractor's order confirmation in the form required by the GCS (see point V.)

## **VI. Prices and Conditions of Payment**

1. The Contractor's Orders for Goods shall be executed at the price indicated in the Price List valid as of the date of Order confirmation, including discounts, provided that they have been agreed by the Parties in writing.
2. Detailed trading conditions concerning the Goods, including the rules of granting discounts, may be agreed by the Parties in the Agreement and Annexes to the Agreement, in writing under pain of nullity.
3. Ceramika Color Sp. z o.o. shall inform the Contractors with whom it cooperates at a given moment about changes to the Price List in writing 14 days in advance.
4. Ceramika Color Sp. z o.o. may grant the Contractor a Trade Credit and a Trade Credit Limit for the purchase of Goods. Its amount and scope can be changed by Ceramika Color Sp. z o.o. at any time. When making such a decision, Ceramika Color shall be guided, among others, by the level of trade in Goods achieved by the Contractor in a given settlement period and its compliance with payment obligations towards Ceramika Color Sp. z o.o., as well as by the credit risk assessment and the collateral offered by the Contractor.
5. The Contractor using the Trade Credit is obliged to provide one or more personal or proprietary collaterals, including in particular a blank promissory note, mortgage or registered pledge for Ceramika Color Sp. z o.o. at any time upon any request from Ceramika Color Sp. z o.o. Costs related to the establishment, alteration or expiration of collateral shall be borne by the Contractor. Failure to comply with the obligation set forth in this paragraph may result in refusal to execute the Contractor's orders under the conditions of the Trade Credit.
6. Payment for the delivered Goods shall be made by bank transfer to the bank account indicated in the VAT invoice within 60 days from the date of issue of the invoice, unless the Parties agree in the Agreement on a different date of payment. The date of payment shall be the date on which the bank account of Ceramika Color Sp. z o.o. is credited. In case of delay in payment Ceramika Color Sp. z o.o. has the right to charge interests for the delay in trade transactions, which does not exclude the right to charge other types of interest resulting from the applicable regulations.  
In order to establish statutory conditions resulting from the provisions of the Act on payment gridlocks, Contractors should provide Ceramika Końskie sp. z o.o. with a statement of their status.
7. Banking fees and costs in the territory of Poland shall be borne by Ceramika Color Sp. z o.o., while outside the territory of Poland, banking fees and costs shall be borne by the Contractor.
8. Delays in payments by the Contractor entitle Ceramika Color Sp. z o.o. to, among others:
  - a. changing the conditions of the Trade Credit, including unilateral shortening of the due date for future transactions,
  - b. canceling or reducing the Trade Credit Limit
  - c. withholding the execution of the Contractor's remaining orders,
  - d. terminating the agreement
  - e. canceling or withholding the right to discounts for future transactions.
9. In the event of a situation where compensation or deductions are possible, Ceramika Color sp. z o.o. has the right to choose the settlement method. If obligations to pay arise on the part of Ceramika Color sp. z o.o. and they are undisputed, they shall be settled in accordance with statutory deadlines, however, in case of any delay not depending on /w/ , the next day after the due date, the contractor's receivable shall automatically become a loan bearing statutory interest, which after payment within a period not longer than 30 days shall become equivalent to a discount for a unit payment that the contractor gives to Ceramika Color sp. z o.o.

## VII. Ensuring proper conditions of the sale of Goods.

1. The Contractor shall be obliged to arrange the commercial space in its sales points in such a way as to offer the Goods of Ceramika Color Sp. z o.o. for further resale in a prominent way on suitable displays.
2. Ceramika Color Sp. z o.o. provides the Contractors with detailed guidelines on displaying the Goods and promoting the Trademark.
3. As part of the marketing cooperation with the Contractor, on the basis of individually determined conditions, Ceramika Color Sp. z o.o. may conduct / support marketing activities of the Contractors.

## VIII. Complaints

1. The Contractor shall be obliged to immediately notify Ceramika Color Sp. z o.o. of any discrepancies in the quantity, type and quality of the purchased Goods in writing, but no later than 14 days after the collection of the Goods, to the address of the company's seat or by electronic mail to: [reklamacje@ceramikacolor.pl](mailto:reklamacje@ceramikacolor.pl)
2. Complaints are considered in accordance with the Complaint Procedure applicable in Ceramika Color Sp. z o.o., which is an integral part of the GCS.

## IX. Confidentiality

1. The Parties undertake to maintain confidentiality and not to disclose information and data subject to their trade cooperation, the Agreement or resulting from its implementation to any third party, with the exception of entities belonging to the same capital group and entities entitled to obtain such information by operation of law, without the prior written consent of the other Party. Confidentiality includes, in particular, all information concerning the volume of purchases of Goods made by the Contractor, the volume of sales of Goods made by the Contractor to retail customers and all other information and data concerning trade in Goods in the possession of the Contractor.
2. The obligation of confidentiality shall continue to apply to the parties even after termination of the trade cooperation, expiration or termination of the Agreement, unless the information has lost its confidential character due to its earlier disclosure to the public or has been disclosed in the manner required by mandatory legal regulations.

## X. Final provisions

1. Ceramika Color Sp. z o.o. reserves the right to unilaterally make changes to the GCS, of which it is obliged to inform all the Contractors with whom it actively cooperates at a given moment, within 30 days on the Ceramika Color Sp. z o.o.'s website.
2. The delivery address of the Parties shall be the address of their seat specified in the Agreement, and if there is no Agreement - in the Order. In the event of a change of seat or correspondence address, each Party undertakes to notify the other Party immediately by registered letter and by electronic means. In the event of failure to comply with this obligation, the correspondence sent to the address referred to in the first sentence shall be deemed to have been effectively delivered.
3. Any disputes arising from the cooperation of the Parties shall be resolved by way of negotiations, and if they fail to reach an agreement within 21 days, the court competent to settle the disputes shall be the common court with territorial jurisdiction over the seat of Ceramika Color Sp. z o.o., which shall adjudicate according to Polish law. For the resolution of disputes related to the purchased goods, the Buyer acknowledges unquestionably the national jurisdiction of the courts in Poland.
4. In the event of cessation of trade cooperation or termination of the Agreement for any reason, the Contractor authorizes Ceramika Color to collect from the Contractor's warehouse at the Contractor's expense the Goods which the Contractor has not paid for, which Ceramika Color Sp. z o.o. has the right to collect and credit towards its receivables from the Contractor.

5. Ceramika Color Sp. z o.o. shall not be liable towards the Contractor for any damages constituting lost profits, as well as other damages of a similar nature, incurred by the Contractor in connection with the performance of the Agreement.
6. To all matters not settled herein, the provisions of the Polish law, in particular the Civil Code and other Acts, including the rules of limitation periods, shall apply.
7. In case of discrepancies between the language versions of the GCS, the Polish version shall prevail.
8. Placing an order in writing, by e-mail, EDI, B2B shall be considered as acceptance of the conditions set out above and shall be treated as a voluntary waiver of the application of the law of another country, another registered office, and shall be deemed to constitute consent to the application of Polish judicial procedures, even if bilateral agreements between Poland and other countries are in force. If the Contractor does not respect this provision, it may, until the date of receipt/shipment of the Goods, submit a declaration of withdrawal from the transaction. Different regulations require written agreement in the form of a contract.

## **XII. Protection of Personal Data**

1. In connection with entering into trade cooperation, the Contractor entrusts Ceramika Color Sp. z o.o. with the processing of personal data constituting a set of data hereinafter referred to as "personal data", on the basis of the currently binding legal regulations. Personal data shall be transferred to Ceramika Color Sp. z o.o. by the Contractor for the purpose of performance of the Agreement / execution of the Order.
2. The extent of personal data necessary for the implementation of trade cooperation includes, among others:
  - a. first name and surname,
  - b. address of residence, business address or correspondence address,
  - c. PESEL number,
  - d. phone number,
  - e. e-mail address.
3. Ceramika Color Sp. z o.o. undertakes to protect personal data against unauthorized access and to apply technical and organizational measures provided for in applicable regulations in the processing of personal data.
4. Ceramika Color Sp. z o.o. declares that:
  - a. the Contractor's personal data administrator is Ceramika Color Sp. z o.o. seated in Końskie, ul. Ceramiczna 5;
  - b. the administrator may be contacted by traditional mail at the address indicated in item a. above or by e-mail at the following address: [info@ceramikacolor.pl](mailto:info@ceramikacolor.pl)
  - c. we have appointed a Data Protection Supervisor who can be contacted by e-mail at: [iod@grupakonskie.pl](mailto:iod@grupakonskie.pl) ;
  - d. the Contractor's personal data shall be processed in order to perform the cooperation aimed at sales, promotion and complaints of the Goods offered by Ceramika Color Sp. z o.o. pursuant to art. 6 sec. 1 item b of the general data protection regulation of 27 April 2016.
  - e. The recipients of personal data will be companies from the Ceramika Color Capital Group, as well as partners of the Końskie Capital Group, for which the transfer of personal data is necessary in order to guarantee high quality of product or service or to ensure compliance with the law. The data shall be processed on the basis of an agreement with the administrator and exclusively on the administrator's order. We do not disclose the data to any third parties for their own use - only for the provision of our products and/or services. All partners processing the Contractor's personal data ensure data security and comply with all data protection obligations.
  - f. Where there are grounds for doing so, the Contractor's personal data may be transferred to recipients in third countries, i.e. outside the European Economic Area or to international organizations;
  - g. The Contractor's personal data shall be stored for the duration of the agreement and until the statute of limitations for claims under the agreement, i.e. 10 years from the end of the

agreement, as well as for 5 years from the end of the financial year in which the last sale of goods was made;

- h. Data of Contractors using the Administrator's B2B systems (shopping platform, etc.) may be processed in an automated way. The Contractor has the right to appeal against automated decisions. The appeal shall be considered by a natural person - an Administrator's employee.
- i. Data of Contractors using the Administrator's websites are subject to profiling by cookies and Google Analytics service.
- j. The Contractor shall have the right to access the content of its data, to receive copies of the data and the right to rectify, erase, limit processing, the right to transfer data, the right to object, the right to withdraw consent at any time without affecting the lawfulness of the processing (if the processing is based on consent) which has been done under consent before its withdrawal;
- k. The Contractor has the right to lodge a complaint to the President of the Office of Personal Data Protection when it considers that the processing of personal data violates the provisions of the general data protection regulation of 27 April 2016;
- l. The provision of personal data by the Contractor is a condition necessary for conclusion and performance of the agreement. The Contractor is obliged to provide the data, and the consequence of not providing personal data will be the inability to execute the order, conclude and perform the agreement;

Końskie, 20 February 2020