



GENERAL CONTRACTUAL SALES AND DELIVERY CONDITIONS ORIMAT SP. Z O.O.

Unless separate provisions are agreed in writing by the parties under pain of nullity, these General Contractual Conditions (hereinafter referred to as "GCC") regulate the rules for concluding and performance of contracts related to sales of Products distributed by ORIMAT sp. z o. o.

§ 1 General

1. These general sales contract conditions regulate relationships under civil laws between the parties, related to the trade in all Goods sold by Orimat sp. z o.o. and shall form an integral part of trade agreements signed individually with contractors.
2. Within the scope defined in clause 1, agreement templates and general terms and conditions used by the Buyer shall be excluded.
3. The Buyer agrees to receive commercial information concerning current offer, available promotions and novelties offered by ORIMAT sp. z o.o., to be sent by mail or via e-mail, to the Buyer's business addresses.

§ 2 Definitions

1. Terms used in the General Contractual Sales and Delivery Conditions (hereinafter referred to as "GCC") mean:

- a. Seller/ Orimat** - Orimat limited liability company with its registered office in Rzeszów KRS number 0000543871, TAX ID: 8133700700; registered in the District Court in Rzeszów, 12th Commercial Division of the National Court Register,
- b. Buyer** – legal entity (as defined in the Civil Code) or a natural person who purchases the Goods offered by the Seller,
- c. Good** – goods available in Seller's merchandising stock or goods available for an individual order,
- d. Offer** – a document containing a list of Goods and their qualitative and quantitative parameters together with prices and expiration dates,
- e. Order** – a document containing all the items, defined and completed by the Seller on a generated form, together with their respective quantities defined in units (package, item, m, m2 and others) provided that the Seller alone shall be empowered to complete and change the Order, except for the Buyer's signature,
- f. Orimat Producer** – any foreign company whose goods Orimat sells or intends to resell to the Ordering Party and any company that the Ordering Party has known through Orimat by name (name and address), in connection with specific Goods and the company whose offer Orimat presents to the Buyer.
- g. Transport service** – delivery of the Goods purchased at Orimat which Orimat is committed to provide at request and for the benefit of the Buyer. The choice of the carrier is up to Orimat.

§3 Conclusion of the contract

1. Orimat takes requests for proposals for the Goods from Monday to Friday between 8 a.m. and 4 p.m. Orders made after 12:00 (noon) are considered to be submitted on the next business day.
2. Requests for proposals are to be submitted by the Buyer via e-mail to offer@orimat.eu or by contact form accessible at: <http://orimat.eu/en/>.
3. In the request for proposal the Buyer indicates:
 - a) data of the entity (Buyer) on whose behalf he/she is acting, including: company name, address, Tax ID (VAT EU), depending on the type of business,





- b) goods it wishes to buy and their quantity, measurements, parameters or other technical specification necessary for their identification,
- c) an order for the Transport Service by the Seller on its behalf,
- d) detailed delivery address.

4. Person responsible at Orimat confirms receiving the Request for Proposal electronically, informs about the availability of the products and provides the Buyer with information regarding the total price of ordered Goods and the price of Transport service with a projected date of delivery.
5. After processing the details of the Request for Proposal, Orimat sends via e-mail the Offer to the Buyer, which it can accept or reject.
6. The Offer sent to the Buyer in the manner determined in clause 5 constitutes an invitation to conclude a contract.
7. If the Buyer accepts the Offer within the time limit referred to in the Offer, Orimat sends the Order document via e-mail. When the Buyer sends a scan of the document "Order" with the signature of an authorised person and the Buyer's company stamp via e-mail to the Seller and upon acknowledgement of receipt by Orimat via e-mail, the Contract is considered concluded and binding on both parties.
8. Resignation from the Order may take place within 24 hours from the moment of the Order confirmation in accordance to clause 7 of this section.
9. Bearing in mind the content of clause 7, the risk and consequences of signing the Order by an unauthorized person shall be fully charged to the Buyer, and the parties agree that each person who signs the Order is entitled to sign the above-mentioned document.
10. By ordering a Transport service via the Seller, the Buyer may change the delivery address in the destination country. If the delivery address is changed by the Buyer not later than 72 hours before the planned delivery, the Transport Service costs and the delivery date may change. The Seller is obliged to immediately inform the Buyer about the new costs of the Transport Service and the date of delivery.

§ 4 Terms of delivery and collection of the goods

1. Orimat undertakes to perform the Transport Service of the Goods (as defined in §2 g), as requested and to the delivery address specified by the Seller. Orimat defines the type (size) of the means of transport for the Order. The Buyer is obliged to immediately confirm, via e-mail sent to Orimat, that the place designated for the delivery is adequately prepared to receive and handle the means of transport referred to in the previous sentence.
2. The cost of delivery shall be borne entirely by the Buyer. The cost of delivery will be added to the sale price.
3. The Parties agree that the ownership of the Goods passes to the Buyer when the Goods are transferred from the Seller's warehouse, unless otherwise stated in the Order document. The delivery of the goods is deemed to have been completed when the Goods have been transferred, as defined in the Act of 11 March 2004 on Goods and Services Tax.
4. The unloading of the Goods at the destination place must be organized by the Buyer at his own expense. Unloading should be carried out promptly, however not later than within 4 hours from the delivery of the Goods.
5. The costs of delay in carrying out the unloading shall be borne entirely by the Buyer, thus increasing the price of the Goods.
6. The Buyer is obliged to guarantee the collection of the goods, whereby the Goods shall be inspected in terms of quantity and quality and the relevant CMR document shall be signed upon collection of the goods by a person authorized to do so.
7. Bearing in mind the content of clause 1, the Buyer shall be liable for any risk and consequences if the Goods are collected and the CMR documents are signed by an unauthorized person, and the parties agree that each person who accepts the goods in the place indicated as the place of delivery is entitled to collect the goods and sign the above document. Transfer of the Goods to such person by the Seller is considered to be a correct implementation of the contract by Orimat to the Buyer.
8. If as a result of an obstacle not attributable to Orimat (e.g. natural disaster, difficult weather conditions, strikes, closure of the Orimat Producer's company, traffic disturbances, traffic accidents, power outages),



the order performance is seriously hampered, or temporally impossible, the lead time does not start, or the initiated lead time is suspended for the duration of the obstacle.

9. The Seller shall immediately notify the Buyer by e-mail about the occurrence of an obstacle referred to in clause 8.

10. After the Goods have been delivered to the place of unloading, the Buyer (or a person authorized by the Buyer in accordance with clause 6) confirms the quantity and quality of the Goods declared in the Delivery Note.

11. Immediately after unloading the Goods, the Buyer will receive, as an e-mail attachment, a VAT invoice and Specification, and the Buyer assumes that this form means effective delivery of the VAT invoice and Specification. The Buyer thus accepts the use of electronic invoices.

12. The Buyer is required to provide immediately one copy of the signed VAT invoice and one copy of the signed Specification to the ORIMAT correspondence address:

ORIMAT sp. z o.o.
ul. Mochnackiego 25/4
35-016 Rzeszów
Polska
www.orimat.eu

13. If the Buyer does not collect the Goods at the place of unloading, the Seller will deliver the Goods to a warehouse of its choice. The Buyer remains obliged to pay for the Goods along with transport costs in accordance to terms of contract and GCC as if the delivery / collection of the Goods has taken place and additionally is obliged to:

a) Collect at his own expense the Goods from the warehouse indicated by the Seller within 7 days from the day when the Goods were to be picked up or from the date of ineffective delivery or the Buyer may ask the Seller to perform the Transport service again on his behalf, with a reservation that the Buyer bears the costs of the new Transport Service, and

b) The Buyer shall pay the Seller a remuneration for storing the Goods for every day of such storage starting from the eighth day.

14. The storage of the Goods referred to in clause 13b) takes place at the expense and risk of the Buyer.

15. In the event of a delay in collecting the Goods, the Seller may also sell the Goods to the Buyer's account. Before making the sale, the Seller shall give the Buyer an additional deadline to collect the Goods, unless it is not possible, or the item is not at risk of deterioration or other damage. The Seller shall immediately notify the Buyer about the sale.

16. The Seller is not obliged to store the Goods for more than one month from the agreed date of receipt or delivery of the Goods.

17. The Seller is not liable for the risk of deterioration of the technical condition of the Goods during storage and after its completion.

18. Individual terms of a trade contract may specify other terms of delivery of the Goods. In this case, contractual provisions should be used.

§5 The Seller's responsibility under warranty

1. The Seller is not liable under the warranty for physical and legal defects.

2. The Seller does not handle the assembly of Goods sold and does not provide technical advice regarding their use; hence the Seller is not responsible whether the Buyer has selected the Goods correctly as well as whether they are used correctly.

3. The transfer of ownership of the Goods to the Buyer takes place once the Goods have been issued from the Seller's warehouse. From then on, the Buyer shall be responsible for any benefits and burdens related to the Goods as well as the risk of their accidental loss or damage.

4. The Buyer may check the quality of the Goods by ordering samples of products before concluding a contract with Orimat. However, the sample of the Goods may not fully reflect the quality of the product, because it does not constitute a full-sized batch of the Goods.

5. Specific provisions of the trade contract may define Orimat's warranty liability in a different manner. In this case, the contractual provisions shall apply.





§ 6 Complaint procedure

1. In view of the exclusion of the Seller's warranty liability for physical and legal defects of the Goods, the Seller may accept the Buyer's complaint made only in accordance with the procedure and the terms described in this section.
2. The Seller may accept the complaint provided that the complaint jointly meets the following requirements:
 - a. it shall be made in writing under pain of nullity,
 - b. it shall be drawn up in the presence of a person empowered by the Buyer at the time or on the day when the Goods were to be collected,
 - c. it shall be delivered to the Seller by mail to the address:
Orimat sp. z o.o.,
ul. Mochnackiego 25/4, 35-016 Rzeszów,
within 7 days from the date of receipt or from the date of delivery of the Goods,
 - d. it shall precisely define which products are claimed and their quantity,
 - e. it shall include a description of the defect,
 - f. the products, subject to the complaint, shall be returned by the Buyer at the Seller's explicit request made within 5 days from the date the Goods have been collected, to the address indicated by the Seller within 7 days after receiving the above request. These provisions regarding the delivery of the Goods do not concern quantitative complaints (indicating a shortage in delivery).
3. The complaint protocol template can be found at: www.orimat.eu
4. If the Seller confirms the information presented in the complaint, the Seller may accept the complaint by supplementing or replacing the Goods, and when this is impossible, by reducing the price for the missing or faulty products.
5. The Seller shall notify the Buyer about the method of handling the complaint within 14 days following the receipt of the Goods or following the day of the inspection, and in the case of a complaint only related to the quantity, within 14 days from the date of delivery of the complaint form.
6. Orimat reserves the right to refuse to process the complaint if the Buyer uses (e.g. in construction works) the Goods subject to the complaint, before the latter has been handled.

§ 7 Payment and effects of late payment

1. The Buyer shall pay the Seller for the performance of the contract in a timely fashion, as defined in the relevant Order and if no such provision is contained therein, meeting the deadline specified on the VAT invoice.
2. The day when the amount receivable is credited to Orimat's bank account specified in the Order or VAT invoice, is considered to be the day the payment has been executed.
3. In the event of late payment, Orimat is entitled to demand payment of statutory interest.
4. Interests for the delay shall be calculated from the day following the expired due date. In the event of late payment, in addition to the principal amount and interests for the delay, Orimat shall be entitled to claim reimbursement of any legal costs, enforcement costs and legal representation costs.
5. If a delay in the payment of claims to Orimat exceeds 7 days, the company shall be entitled to:
 - a. withdraw from the contract,
 - b. withhold processing of further orders for the Buyer until the arrears are settled, subject to no liability for improper performance of the contract,
 - c. submit a demand for payment of the overdue amount with an additional due date specified by Orimat. If the deadline is not met, all Orimat's claims for payment of the price for the Goods sold become immediately due.
6. The powers described in clause 5 may be used by Orimat jointly or separately, at its own discretion.
7. The fact that the Buyer has submitted a complaint does not authorise the Buyer to withhold payment for the Goods or for a part of the Goods.



8. The Buyer shall not be entitled to pay the price by applying any deductions or by using the right of retention, unless the Buyer and Orimat agree for such deduction or retention in writing under pain of nullity.

9. The Buyer may not apply any setoffs, make assignments and sell the receivables that may arise and to which it may be entitled with respect to Orimat, unless the Buyer obtains Orimat's consent in this respect in writing under pain of nullity.

§ 8 Payment security

1. The Seller reserves the right to request from the Buyer - prior to the implementation of the contract - to provide adequate security for payment in the form of an unconditional bank guarantee or an insurance guarantee both payable upon first request.

2. The establishment of such security and the amount thereof depends on Orimat's decision based on consultation with the Buyer, taking into account the Buyer's financial resources and the value of its assets.

3. If the security is not established by the deadline specified by Orimat, or a statement on the refusal to provide the security is issued, Orimat may refuse to process the Order, and refrain from accepting further Orders until the required payment security has been established.

§ 9 Termination of the contract

1. Each party may terminate the contract with one-month notice, effective as of the end of the calendar month following the month when the termination notice was submitted.

2. Orimat may terminate the contract without prior notice in the event that:

a) The Buyer is delayed in the payment of any outstanding claims for more than 21 days,

b) Any national authority determines the Buyer's insolvency (e.g. through decision on ineffective bailiffs' enforcement),

c) Other gross violations, by the Buyer, of the provisions of the Order, the GCC or an additional trade contract concluded between the parties.

3. The Buyer may terminate the Contract, without respecting the notice period, if the Seller changes the provisions of the GCC and the Buyer does not accept these changes.

4. Orimat may withdraw from the contract in the event that:

a) the Buyer is subject to a bankruptcy petition or a request for a procedure of reconstruction, regardless of whether such petition or request proves to be justified;

b) The Buyer takes actions to close its business or announce the closure of the business;

- within three months after relevant information regarding the above has been acquired.

5. The parties may terminate the contract at any time by mutual consent, provided that such agreement is made in writing.

§ 10 Trade secret and protection of personal data

1. All information obtained in connection with the conclusion of a contract and implementation of the GCC is regarded to constitute the parties' trade secret and a failure to comply with the obligation of commercial confidentiality entitles each of the parties to withdraw from the contract and claim compensation for any resulting damage.

2. Orimat, as a party to the GCC, pays special attention to compliance with the highest standards and regulations regarding personal data protection, also applicable to its co-workers and business partners. Considering the above, Orimat has prepared information regarding the processing of personal data, available at the Internet address: www.oriwood.eu and constituting Annex 1 to these GCC.

3. The Buyer is committed to provide the above information to any employees and associates who participate in the implementation of the Order.

4. Information regarding the processing of personal data referred to in clause 2 of this section also applies to companies affiliated with the Buyer and their employees - if these companies are in any way involved in performing tasks related to the Order.





5. The above provisions cover Orimat's obligation to provide information in accordance with Articles 13(4) and 14(3) of GDPR, therefore they shall not be implemented separately.

§ 11 Amendments to the GCC

1. Any amendments to the GCC shall be made by publishing a new version of the GCC on Orimat's website: www.orimat.eu
2. The Buyer shall get acquainted with the amended GCC before placing any new order.
3. Irrespective of changes hereto, each and every transaction shall be subject to provisions of the GCC existing at the time the relevant Order is placed by the Buyer.

§ 12 Jurisdiction and applicable law

1. Any Order, the GCC, additional trade contracts concluded between the parties and any disputes between the parties concerning their cooperation shall be subject to Polish law.
2. Any dispute arising in connection with any trade relations between the parties, shall come within the jurisdiction of Polish courts.
3. Disputes between the parties shall be resolved by a court competent for the area of jurisdiction of District Court in Rzeszów.



Information concerning processing of personal data by ORIMAT for business partners, their employees and associates

Ladies and Gentlemen,

Protection of your personal data has been and still is of great importance for us. This is why we would like to give you detailed information about the processing of your personal data by us.

The following information concerning protection of personal data are applicable if:

- a) you made contact with our company on your own behalf or for the company you represent,
- b) you are conducting negotiations with us related to any contracts or you are already a party to a contract that has been concluded,
- c) you are making contact with us in connection with current business cooperation and for needs related to existing contracts.

The range and type of data processing depends on the range and type of services subject of our contractual arrangements. Taking this into account, some of the information presented below may not apply in your case.

Personal data controller

Orimat limited liability company with its registered office in Rzeszów KRS number 0000543871, NIP: 8133700700; registered in the District Court in Rzeszów, 12th Commercial Division of the National Court Register.

You can contact us using traditional mail or via e-mail: office@orimat.eu

Aim and legal basis for personal data processing

- a) Performance of contractual obligations (Article 6(1)(b) of the GDPR): We process personal data in order to take actions leading to conclusion of a contract and in order to perform obligations resulting from the existing contract (e.g. delivery of goods, processing of complaints, etc.)
- b) Implementation of a legal obligation (Article 6(1)(c) of the GDPR): In some cases, the processing of personal data will result from legal provisions, such as data retention obligations, accounting obligations, tax or reporting obligations, or inquiries from state authorities or other, as applicable.
- c) Legitimate interests realized by the administrator (Article 6(1)(f) of the GDPR): Personal data provided by you will be processed by us in a way that goes beyond the actual performance of the contract. If such a situation occurs, then the processing of personal data will be based on our legitimate interests which we perform as a personal data controller. By the above we understand in particular the following situations: choosing the right profile of business partners, pursuing claims and defence against claims, as well as clarifying possible violations of law as well as preventing prohibited acts or (if possible) repairing damage caused in relation with cooperation.

How do we collect your personal data and which categories of data do we use?

As a rule, you provide us with your personal details.

However, it may happen that your personal data will be transferred to us by third parties (e.g. external companies / employers cooperating with us or offices).





The processed data may include in particular: identification data (e.g. name and surname, employer's address and other contact details of professional nature only), data enabling confirmation of a person's or entity's identity (e.g. extracts from commercial registers or data from an ID document, signature), data concerning our business cooperation (including, for example, payment data, order data), creditworthiness data, organizational structure and company ownership relationships, any photos or videos, and other data similar to the ones listed above.

Who receives your personal data?

In our company the data provided by you can only be accessed by entities which need your data to perform the contractual or legal obligations or to implement legitimate interests. It is also possible that in the framework of contractual relations we will cooperate with potential subcontractors or service providers who could get access to your personal data.

Are you obliged to provide your personal data?

As a part of commercial cooperation with us, you must provide the personal data required to establish, implement and terminate this cooperation and to perform the obligations related to it. We are legally obliged or authorized to collect such data in connection with the pursuit of legitimate interests. As a rule, without access to this information, we will not be able to establish commercial cooperation with you.

Is the data transferred to a third country?

Ladies and Gentlemen, taking into consideration reasonable concerns about ensuring the highest standard of protection of your personal data, if we need to provide personal data to recipients outside the European Economic Area (EEA), your personal data will be transferred only to those countries in which, as recognised by the European Commission, data protection is at a satisfactory level. Currently, the relevant data are not transferred outside the EEA.

What rights do you have?

You have the right to get access to your personal data, the right to rectify or delete them, and the right to restrict processing, as well as the right to transfer them, in accordance with applicable regulations. If the processing of your personal data is based on your consent, you have the right to withdraw your consent at any time, but remember that will produce effects for the future. In this case, please contact us - in writing or by e-mail. In addition to the above, you have the right to lodge a complaint to the President of the Personal Data Protection Office. Notably, if your personal data is processed pursuant to Article 6 (1) (f) of GDPR (legally justified interests of our company), you have the right to raise objections to the processing of this data.

How long are your data stored?

Personal data is stored for the time specified in the civil and tax law, as well as in the provisions on the obligation of keeping archival records.