General Terms of Sale - Leon Witas sp. z o.o., based in Będzin

1 General Principles

1.1 The purpose of these General Terms and Conditions of Sale (hereinafter referred to as the "GTS") is to define the rules under which **Leon Witas sp. z o.o.** (hereinafter referred to as the "Company" or the "Seller") sells products and renders services to the Purchasers indicated each time in detailed terms and conditions of orders and/or agreements. The GTS form an integral part of all sales agreements concluded with the Buyer, including sales agreements concluded by means of a written or e-mail order.

1.2 The following expressions used in the text of these GTS have been assigned the following meanings:

1.2.1 **Seller** - Leon Witas spółka z ograniczoną odpowiedzialnością, based in Będzin.

1.2.2. **Buyer/Customer** - an entity being the other party to the contract of sale of Goods and/or Services offered by the Seller, being a consumer or entrepreneur within the meaning of Article 22^1 and 43^1 of the Act of 23 April 1964 of the Civil Code (i.e. 16 May 2019, Journal of Laws of 2019, item 1145 as amended). For the purposes of these Regulations, the term Consumer shall also be understood as an Individual Entrepreneur, i.e. a Buyer who is a natural person concluding a contract (including: a sales contract directly related to his/her business activity, when it follows from the content of that contract that it does not have a professional character for the Buyer, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity.

1.2.3. **Goods and Service** - movables and services being the subject of the sales contract between the Seller and the Buyer, of which these GTS are an integral element;

1.2.4. **Order** - an offer to purchase products made by the Buyer in writing, as detailed in sec. 2.5 GTS.

1.2.5. **Confirmation** - the Seller's statement, made in writing or by e-mail, of acceptance of the Order, specifying at least the price of the goods, the total value of the ordered goods, the completion date, place and terms of delivery and terms of payment.

1.3 The **GTS** are available to the Buyer at any time prior to the conclusion of the sales contract at the registered office of the Seller and on the website at http://www.leon.eu/ in such a way that the Buyer may store and reproduce them in the ordinary course of business.

1.4 These GTS constitute a template contract within the meaning of Article 384 of the Polish Civil Code. The Parties exclude the application of other contractual templates (general terms and conditions of contract, terms and conditions of sale, specimens of contract, regulations, etc.) applied or agreed upon by the Buyer.

1.5 Conclusion of a separate sale agreement shall exclude application of these GTS only to the extent regulated otherwise herein. The Seller shall make every effort to inform the Purchasers about the changes in GTS, in particular by announcing the changes on its website. The amendments to GTS do not apply to contracts concluded earlier, i.e. prior to the entry into force of the amended GTS.

2 Procurement

2.1 In order to conclude the contract, the Purchaser shall submit an Order to the Seller on the terms and conditions specified below. The Order shall include a statement that these GTS constitute its integral part.

2.2 The ordering of products is carried out through the Company's sales representative or by sending the Order to the e-mail addresses: zamowienia@leon.eu , handlowy@leon.eu , handlowy1@leon.eu , exportoffice@leon.eu and the e-mail addresses of the traders.

2.3 Each customer is served by a - sales representative and/or an office salesman.

2.4 Any changes to the submitted Order must be made in writing or electronically (fax, e-mail, etc.) in order to be valid.

2.5 Each order must contain at least the following information:

a) the subject of the order - the catalogue number of the product or its description and all the information that is specified in the Company's specially prepared order form (measurement sheet) including the quantity of the goods/services and/or the product card,

b) full details of the buyer - i.e. :

1. in the case of self-employed individuals, state the full name and business name; the number under which the business is registered in the Business Register and the seat of the authority which has made the entry; the address of residence and the address at which the business is conducted TIN, REGON and PESEL of the individual; and contact details.

2. In the case of natural persons not exercising a commercial or professional activity ("consumer"), the residential address and PESEL number, telephone/fax number, e-mail address and other contact details of the Buyer must be provided,

3. in the case of entities subject to mandatory entry in the National Court Register, the number under which the entity is registered in the National Court Register, the address of the registered office of the Purchaser and the details of the person representing the entity,

4. If the order is placed by partners of a civil partnership, the information on the Buyer's company, residential and business address, VAT ID, REGON, telephone/fax number, e-mail address and other contact details of the Buyer shall apply to each partner of the civil partnership,

Each order must be accompanied by documents confirming the authority to act for and on behalf of the Purchaser, e.g. an extract from the Register of Entrepreneurs of the National Court Register, a certificate from the Business Activity Register or a power of attorney,

5. if the Order is placed by an entity which is a foreign entrepreneur, data identifying such entity in accordance with the legal requirements of the country of its registered office should be provided, together with indication of the relevant register and persons representing it.

c) name of the person responsible for placing orders, his/her telephone number, fax number, e-mail address. In case of doubt, the contact person shall be deemed to be authorised by the Buyer to make all statements in relation to the order,

d) full details for the VAT invoice and the delivery address of the goods, if different from the invoice details,

e) the form of payment and method of collection of the goods, provided that the form and method of payment may be part of a separate agreement between the Contract Parties.

f) a statement by the Purchaser that he has received and familiarised himself with the GTCS,

(g) the date of the order,

(h) the stamp and legible signature of the Purchaser or of the person acting on behalf of the Purchaser.

2.6 The Company's receipt of an Order shall not be deemed to constitute acceptance of the Order.

2.7 The validity of the Order requires confirmation by the Company in writing or electronically (fax, e-mail, etc.). The contract is concluded as soon as the Buyer receives the Company's written or electronic confirmation of acceptance of the Order. The Company may reject the offer or accept it under the terms of Article 68 (1) of the Civil Code.

2.8 The date of execution of an order shall be specified each time individually by the Company in confirmation of the Order. The above-mentioned dates shall be binding upon the contracting parties provided that the Buyer provides, within the period indicated in the confirmation, all the materials and information necessary for the execution of the Order, compliant with the Company's technical requirements, of which the Company has informed the Buyer, and which are necessary for the execution of the Order.

2.9 The time limit for execution of the Order shall commence in each case at the moment of delivery by the Buyer of a complete set of materials and information necessary for execution of the Order. The fact of delivery of a complete set of materials is confirmed by the Company in writing or electronically.

2.10. In the event that the Order cannot be fulfilled by the confirmed deadline for reasons beyond the Company's control, the Company reserves the right to make a substitute offer to the Buyer who is not a consumer.

2.11. In the event of delays in the delivery of the materials and information referred to above. The Company reserves the right to postpone the execution date of the Order concerned accordingly.

2.12. Cancellation of the Order shall be admissible only in exceptional situations, after prior arrangement of the terms of cancellation with the Seller subject to sec. 2.13 OF GTS. The Seller reserves the right to charge the Purchaser with the actual costs incurred up to the moment of cancellation - not higher than the value of the Order.

2.13. In the case of the declaration of withdrawal from the Contract by the Buyer being an entrepreneur prior to the commencement of performance of the Order, i.e. prior to the commencement of production of the subject of the Order, the

Entrepreneur may be charged by the Company with a contractual penalty in the amount of 10% of the Order value payable within 14 days from the Company's call for its payment to the account indicated by the Company each time.

2.13. Information provided on the Seller's website, in catalogues, brochures, leaflets, advertisements and other publications - shall not constitute an offer within the meaning of the Civil Code even if it was provided with a price. Publications regarding the products offered by the Seller are for information purposes only, while samples and specimens displayed by the Seller are for reference and exhibition purposes only. Detailed technical data provided in publications may be subject to change at any time, including due to continuous changes in the technical industry.

2.14. Production of the Goods shall not commence until the Buyer has paid the advance amount agreed in the Order. Once production has commenced, in the event of withdrawal from the contract by the Buyer who is an Entrepreneur, the advance payment shall not be refunded. Otherwise, the subsequent provisions of these Conditions shall apply.

3 Pricing/Invoicing/Billing Terms

3.1 The Buyer shall pay to the Company the price determined on the basis of current list prices, unless the Parties agree otherwise in the contract.

3.2 The agreed/negotiated prices are net prices, to which value added tax (VAT) must be added at the rate applicable on the day of invoicing, unless gross prices were used in the preparation of the offer.

3.3 VAT invoices will be issued by the Company upon completion of the Order or prior to completion in the case of advance invoices.

3.4 Invoices will be issued separately for each order.

3.5 The Buyer shall pay the price to the Company by the date specified on the VAT invoice unless another date has been agreed in writing. The date of payment shall be the date on which the funds are credited to the Company's account.

3.6 The Company may make the execution of an order conditional upon the advance payment of a certain amount or a percentage of the order value.

3.7 The Company shall be entitled to withhold the delivery of the subject matter of the order, without liability for non-performance of the contract, in the event of the Buyer's failure to comply with the financial terms and conditions set out in the contract in accordance with clause 3.10.

3.8 Invoices shall be issued in the currency corresponding to the content of the Order. The Supplier may issue invoices in PLN, EUR or USD.

3.9. The Supplier reserves the right to request collateral for its receivables from the Buyer who is an entrepreneur in the form:

- blank promissory note with a non-protest clause,
- an unconditional and irrevocable bank guarantee payable on first demand,
- another form of security acceptable to the Supplier.

3.10. In the event of breach by the Buyer of the terms of the Order, including in particular the time limit for payment, the Supplier shall have the right to: refuse to accept the Order for fulfilment, withhold the delivery or release of the ordered batch of Goods until the Buyer has settled its outstanding obligations. The Supplier shall not be liable for any extension of the Order lead time resulting from the above reasons. In the event that a confirmed Order cannot be fulfilled or its fulfilment is hindered for the aforesaid reasons, the Supplier shall be entitled to withdraw from the Agreement for reasons for which the Buyer is at fault, by submitting an appropriate statement within 90 days of becoming aware of the infringement.

3.11. If, after a sale of the Goods, reasonable doubts arise as to the solvency or creditworthiness of the Buyer who is not a Consumer/Individual Entrepreneur or if this fact - occurring at the time of the conclusion of the Contract - only becomes apparent at a later date, the Supplier may withhold subsequent performance until the outstanding amount due has been paid (together with incidental receivables such as interest and costs) or request appropriate security for payment, and all obligations of the Buyer shall become immediately due and payable. In the event of a refusal or failure to comply with a demand for payment or the provision of security, the Supplier may withdraw from the Agreement within 7 days, without compensation to the Buyer.

3.12. In any case of withdrawal from the Contract by the Supplier for reasons attributable to the Buyer, the Supplier shall be entitled to claim remuneration for materials made or produced (including stored, in transit or already delivered to the Buyer) for the performance of the Order.

3.13. An advance or prepayment paid by the Buyer shall not constitute a deposit regardless of the title of the transfer sent by the Buyer.

4 Delivery/collection/assembly

4.1 The delivery of goods to the buyer is individually agreed in each case.

4.1.1. Delivery of the Goods to countries within the European Union for the Buyer who is not a Consumer will be made on the terms and conditions of INCOTERMS 2010 by default according to the rule DAP (Delivered at Place) - Delivered to Place (Designated Destination) subject to clause 4.5. 4.5.

4.1.1.1 , If the delivery is not carried out according to the DAP rule, the relevant terms and conditions of INCOTERMS 2010 shall be specified in the Purchase Order.

4.1.2 The business Buyer shall provide the Supplier with a list of persons authorised to receive the Goods. In the absence of such a list or if there is any doubt, any person collecting at the business Buyer's premises or at the delivery address indicated shall be deemed to be duly authorised by the Buyer.

4.1.3 The delivery of the Goods to countries outside the European Union for non-consumers will be carried out on INCOTERMS 2010 terms and conditions by default according to the EXW (Ex Works) rule - from the factory (designated place) of the Supplier.

4.1.3.1 , If the delivery is not carried out according to the EXW rule, the relevant terms and conditions of INCOTERMS 2010 shall be specified in the Purchase Order.

4.1.4 The delivery dates shall be suspended if all the terms and details of the Order have not been agreed with the Buyer or if the Buyer has not provided all the necessary domestic and/or foreign documents, until such time as these terms and conditions have been met and/or the necessary documents have been provided and shall be postponed accordingly. The same shall apply to subsequent amendments made to the contract by the Buyer which affect the delivery dates or where the Buyer's documents and drawings, necessary for the execution of the order, have not yet been submitted.

4.2 Two days prior to the scheduled delivery, the Buyer shall receive confirmation of the transport, including the approximate time of delivery and the driver's telephone number.

4.3 Exceeding the delivery date shall not result in statutory/contractual interest being charged to the Seller or in the cancellation of ordered deliveries.

4.4 Upon delivery of the subject matter of the order to the Buyer who is a Consumer, all risks shall be transferred to the Buyer.

4.5 Risk of loss of the goods shall pass to the Buyer who is not a Consumer or Individual Entrepreneur upon handover of the consignment to the carrier or the forwarding agent and at the latest upon leaving the factory or the forwarding centre. If the goods are ready for dispatch and the handover to the carrier or freight forwarder is delayed for reasons for which the Seller is not responsible, the risk shall pass to the Buyer who is not a Consumer or Individual Entrepreneur upon receipt of the information that the goods are ready for dispatch.

4.6 The Seller shall not be liable for any loss, damage or costs (direct or indirect) resulting from any irregularities in delivery caused by the action of the forwarding or courier company and incurred by the Buyer who is a businessman.

4.7 All benefits and burdens relating to the Goods and the risk of their accidental loss or damage shall be transferred to the Buyer, being an entrepreneur, upon the release of the Goods from the Seller's warehouse.

4.8 The Buyer shall be obliged to check the conformity of the Goods with the Order immediately upon receipt. The Buyer is obliged to check in particular: the condition of the shipment and the quality of the Goods as well as their quantity and assortment. The Buyer being an entrepreneur is obliged, not later than within 2 working days from the receipt of the Goods, to notify the Seller of any reservations in this respect, drawing up a protocol of inconsistencies, subject to the following sentence. The Purchaser being an entrepreneur is obliged, under pain of losing rights under warranty and guarantee, to check the conformity of the Goods with the Order, in particular the condition of the consignment, and in the case of damage, to report the damage by way of a protocol before accepting the consignment to the carrier or, in the case of damage that cannot be noticed externally, to request that the condition of the consignment be determined within 2 days of its acceptance. The Seller reserves the right to inspect the complaint at the place of delivery. This clause, with the exception of sentence 1, does not apply to sales to consumers or individual entrepreneurs.

4.9 The Seller reserves the ownership of the sold Goods until the price and other amounts due under the sales contract have been paid in full, regardless of where the Goods are stored or installed.

4.10. Carriage of the Goods from the Seller's warehouses shall be at the Buyer's expense, unless otherwise agreed by the Parties.

4.11. The Buyer is obliged to collect the goods within the time limit indicated in clause 4.2. 4.2. If he is not able to do so, he is obliged to inform the Company about that fact, otherwise he may be charged with costs of goods storage and additional shipping costs in accordance with the price list available at http://www.leon.eu/.

4.12. In the case of delivery of goods including assembly, the Buyer is obliged to provide assembly conditions. If installation is not possible through the fault of the Buyer, the Buyer may be charged with additional installation costs in accordance with the price list at http://www.leon.eu/.

4.13. If dispatch or delivery/assembly at the Buyer's request is delayed by more than 2 weeks after receipt of notification of readiness for dispatch, the Buyer may be charged a composition fee of 0.5% of the price of the delivery item for each month started; this fee may not amount to more than 5% of the order value in total. The contracting parties shall be entitled to document higher or lower storage costs. The same shall apply if, for reasons for which the Buyer is responsible, the goods have to be returned again.

4.14. All packaging and protective materials used for the transportation and protection of the Seller’s Products, including, in particular, stretch film, cardboard boxes, expanded polystyrene, foam corner protectors, polystyrene corner protectors, bracing boards, separators, package fillers, and any other packaging or protective materials, shall become the property of the Buyer upon the unpacking of the Products or upon their delivery to the Buyer or to any third party carrying out the installation. Unless expressly agreed otherwise by the Parties, the Seller shall have no obligation to collect, remove, recycle, dispose of, or otherwise manage such packaging or protective materials.

5 Complaint procedure

5.1 Notification about defects of the Goods shall be sent electronically to the e-mail address of the Seller, by filling in the electronic form placed on the website of the online shop or in writing to the address of the Seller. If the Consumer/Individual Entrepreneur has difficulties and does not know how to construct a notification of defects of the Goods, the notification can be sent, for example, on the form attached as Appendix No. 2 to these Terms and Conditions, which is only to facilitate the complaint process, it is not a requirement to use the above mentioned form for the complaint to be effective.

5.2 The Seller shall be liable under warranty if a defect is discovered before the expiry of two years from the date of delivery of the Goods to the Consumer or Individual Entrepreneur. The Seller shall be liable to the Consumer or Individual Entrepreneur , if the Consumer Goods at the time of their release were inconsistent with the contract, have physical defects, legal defects. The Seller shall be liable for inconsistency of the Consumer Goods with the contract if it is found before the lapse of two years from the issuance of these Goods to the Buyer, and in the event of replacement of the Goods, this period shall run anew. A physical defect consists in the non-compliance of the sold thing with the contract. In particular, the sold thing is inconsistent with the contract if:

(a) lacks the qualities which a thing of that type should have by reason of the purpose stated in the contract or by reason of the circumstances or the intended use;

b) does not have the qualities the Seller assured the Buyer of, including by presenting a sample or specimen;

c) it is not suitable for the purpose which was communicated by the Buyer to the Seller at the conclusion of the contract and the Seller has not raised any objection to such a purpose;

d) has been delivered to the Buyer incomplete.

5.3 Delivery of Goods in exercise of warranty rights for defects shall be at the Company's expense.

5.4 If it is necessary for the proper assessment of physical defects of the Goods, upon request and by preliminary arrangement with the Seller, the Goods shall be delivered to the address indicated by the Seller as soon as the characteristics of the Product allow it.

5.5 The Seller shall respond immediately to the notification of the Consumer/Individual Entrepreneur, but no later than within 14 calendar days of its receipt. Failure to consider the notification within the specified deadline shall be deemed as acceptance by the Seller and acknowledgement of the notification as legitimate.

5.6 The Seller shall bear the costs of collection of the Goods, delivery, rectification of defects or the defect and replacement of the Goods with new ones.

5.7 The warranty for non-consumer/non-business customers is excluded and complaints shall be dealt with on the basis of the warranty conditions of the respective product, the GTS or the written contractual arrangements.

5.8 In order to lodge a complaint properly, the Customer should provide his/her data such as: name and surname or company name, address of residence or registered office and e-mail address, subject of the complaint, if possible, order number with

an indication of the period of time to which the complaint refers and circumstances justifying lodging a complaint (description of the complaint) or what features the ordered Goods do not have, but according to the Seller's assurances or according to the way they were presented to the Customer they should have.

5.9 Unless otherwise stipulated by separate provisions, the Seller is obliged to respond to the consumer's/Individual Entrepreneur's complaint within 14 days of its receipt. If the Seller has not provided a response to the complaint within the time limit referred to above, it is deemed that he has acknowledged the complaint. The Seller shall provide the response to the complaint to the Customer/Consumer on paper or on another permanent carrier (e.g. USB memory stick or CD/DVD, responding to the complaint by e-mail).

5.10 If a claim is not dealt with within the stipulated time limit, it shall be deemed to have been accepted by the Seller. A claim for withdrawal from the contract, if not dealt with within the time limit, shall not be deemed to be an acknowledgement of the complaint submitted.

5.11 The rules set out in this clause (5) apply only to Consumers and Individual Entrepreneurs with the exception of clause (5). 5.7, in the case of other Customers, the Company undertakes to consider the reported complaint on the basis of either written contractual arrangements or the rules contained in sec. 5.12 to 5.14 and GTS, within a reasonable period of time, as a rule not longer than 30 days. The provisions of GTS 5.1, 5.4, 5.8 shall apply accordingly.

5.12 With regard to non-consumer/non-business purchasers in the case of innovative, non-standard and large-scale products, the Supplier does not guarantee that the quality or performance of the products will meet the purchaser's requirements, that the purchaser will be able to achieve the performance characteristics declared by the Supplier for the delivered products, or that the goods will function without interruption or error.

5.13. The Buyer who is not a Consumer/Individual Entrepreneur shall be entitled to lodge a claim for non-conformity of the Goods with the Order. The complaint should be made in writing or electronically as soon as possible after the non-conformity is noticed, within 2 days from the date of receipt of the Goods, but no later than before the commencement of the installation, or else the right to claim thereon shall be forfeited.

5.14 If the goods do not conform to the order and this is reported in accordance with clause 5.13, the Supplier is obliged to rectify the defects or shortcomings within a mutually agreed time limit. The Supplier shall endeavour to rectify the defects and/or shortcomings as soon as possible.

5.15 Where the Buyer who is not a Consumer/Individual Entrepreneur has notified the Supplier of the existence of unjustified defects or deficiencies and/or defects in the Goods sold, the Supplier shall be entitled to claim compensation from the Buyer for the costs incurred in having to deal with the unjustified complaint.

6 Withdrawal

6.1 In accordance with the provisions of the law, the Customer who is a Consumer pursuant to Article 27 of the Act of 30 May 2014. (Journal of Laws of 2014, item 827, as amended) on the rights of the Consumer hereinafter referred to as the "UoPK", has the right to withdraw from a contract concluded remotely without giving any reason except for the circumstances indicated in paragraph 14 of this section. Pursuant to Art. 38a of the UoPK, an individual concluding a contract directly related to his/her business activity is also entitled to this right, if it follows from the content of the contract that it does not have a professional character for that person, resulting in particular from the subject of his/her business activity, made available on the basis of the provisions on the Central Register and Information on Business Activity - Individual Entrepreneur.

6.2 The right of withdrawal shall apply within 14 calendar days from the moment the Goods come into the possession of the Customer who is also the Consumer or a third party indicated by the Customer other than the carrier.

6.3 If the Customer who is a Consumer/Individual Entrepreneur withdraws from the contract, the contract shall be deemed not to have been concluded and the Consumer/Individual Entrepreneur shall then be released from all obligations. What the parties have rendered to each other shall be returned unchanged, unless the change was necessary within the limits of ordinary management. The return shall take place without delay, no later than within fourteen days.

6.4 The Customer who is a Consumer/Individual Entrepreneur may withdraw from the contract by making a declaration on the online form attached as Annex No. 1 to these Terms and Conditions, sending it by e-mail or to the postal address of the Seller at the choice of the Customer. Annex No. 1 is only an aid to withdraw from the contract, it is not a necessary template for exercising the right to withdraw from the contract. The Customer may, but need not, use it. For an effective withdrawal it is sufficient to send the declaration in writing to the Seller's address.

6.5 Sending the Customer's declaration of withdrawal before the deadline specified in paragraph 2 is sufficient to meet the deadline.

6.6 The Seller shall immediately confirm to the Customer being a Consumer/Individual Entrepreneur receipt of the declaration of withdrawal from the contract and shall inform the Customer accordingly about the further procedure, including the manner of returning the Goods and shall answer them if there are any questions.

6.7 The Seller shall immediately, within no more than 14 calendar days from the date of receipt of the Consumer/Individual Entrepreneur's statement of withdrawal, return to the Customer who is a Consumer/Individual Entrepreneur all payments received from him, including the costs of delivery of the item. The Seller shall refund the payment using the same method of payment used by the Customer, unless the Customer has expressly agreed to a different method of refund that does not incur any costs for the Customer.

6.8 If the Seller, after obtaining consent from the Customer who is a Consumer/Individual Entrepreneur, has not undertaken to collect the Goods from him/her himself/herself, the Seller may withhold the reimbursement of the payments received, including the costs of delivering the Goods until he/she has received the Goods back or the Customer has provided proof/confirmation of their return, whichever event occurs first.

6.9 The Customer who is a Consumer/Individual Entrepreneur is obliged to return the Goods to the Seller or hand them over to a person authorised by the Seller immediately, but no later than within 14 calendar days, from the day on which he withdrew from the contract, unless the Seller offered to collect the Goods himself. To meet the deadline it is sufficient to send back the Goods before its expiry.

6.10. The Buyer shall only bear the direct costs of returning the Goods in an amount equal to the cost of sending the parcel by courier or by any other means chosen by the Buyer.

6.11. The Consumer/Individual Entrepreneur has the right to withdraw from a contract concluded at a distance, without giving any reason and without incurring costs, except for the costs set out in Article 33 and/or Article 34 of the Consumer Law.

6.12. Goods should be delivered to the Seller's Address (in accordance with §1. 2 of the Terms and Conditions).

6.13 The Consumer/Individual Entrepreneur shall be liable for any diminution in the value of the item resulting from the use of the item beyond what is necessary to ascertain the nature, characteristics and functioning of the Goods. This means that the Buyer has the right to assess and inspect the Goods, but only in the way he could do so in a stationary shop (i.e. to check their completeness and technical parameters). This is because the Consumer/Individual Entrepreneur cannot normally use the item otherwise, by withdrawing from the contract, he/she may be charged with additional costs due to the reduction in its value.

6.14. **The Customer shall not have the** right to withdraw from **the** contract in **respect of the contracts** defined in Article 38 of the Consumer Rights Act of 30 May 2014, inter alia, in the situation:

a) for the provision of services where the trader has supplied the service in full with the express consent of the consumer who has been informed before the performance begins that he will lose his right of withdrawal once the trader has provided the service;

b) in which the price or remuneration depends on fluctuations in the financial market outside the trader's control, which may occur before the end of the withdrawal period;

c) where the object of the performance is a non-refabricated item manufactured to the Consumer's specifications or to meet the Consumer's personalised needs;

d) where the object of the performance is an item that is perishable or has a short shelf life;

e) where the object of the service is an item supplied in sealed packaging which cannot be returned after opening for health or hygiene reasons if the packaging has been opened after delivery;

f) in which the subject matter of the performance consists of items which are, by their nature, inseparable from other items after delivery.

7 Out-of-court complaint and redress procedures

7.1 Information on out-of-court procedures for handling complaints and pursuing claims, as well as the rules of access to these procedures are available at the offices and on the websites of district (city) consumer ombudsmen, social organisations whose statutory tasks include protecting consumers, Voivodship Inspectorates of Trade Inspection and at the following addresses of the Office of Competition and Consumer Protection:

www.uokik.gov.pl/spory_konsumenckie.php

www.uokik.gov.pl/wazne_adresy.php

www.uokik.gov.pl/sprawy_indywidualne.php

Among other things, the consumer has the following options for out-of-court complaint handling and redress:

- applying to the Provincial Inspector of Trade Inspection to initiate mediation proceedings for an amicable settlement of the dispute.
- apply to the Permanent Arbitration Consumer Court operating at the Regional Inspector of Trade Inspection to resolve a dispute arising from the concluded contract, address www.uokik.gov.pl/wazne_adresy.php.
- seek free legal assistance from, among others, the Consumer Federation - website address: www.federacjakonsumentow.org.pl.

7.2 The consumer may also use the online dispute resolution platform (ODR platform) in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes). ODR (online dispute resolution) available at the electronic address: http://ec.europa.eu/consumers/odr/ The European ODR platform provides a single point of access for consumers and traders for the out-of-court resolution of disputes concerning contractual obligations arising from an online sales contract:

https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=PL

7.3 The use of out-of-court complaint and redress procedures is voluntary and can only take place if both parties to the dispute, i.e. the Seller and the Customer agree to it.

8. Protection of personal data

8.1 The Company is the administrator of the personal data provided by the Buyer and processed for the performance of the Contract - the privacy policy can be found at http://www.leon.eu/.

8.2 By accepting these GTS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in Poland and abroad, in connection with the performance of sales agreements, deliveries of goods offered by the Seller and other Agreements concluded by the Parties.

8.3 The provision of personal data is voluntary, but necessary for the effective conclusion of the contract and its execution.

9. Final provisions

9.1 These GTS and the concluded contracts shall be governed by Polish law.

9.2 In matters not regulated in these GTS, the provisions of the Civil Code shall apply.

9.3 Any disputes arising out of or in connection with sales agreements concluded on the basis of these GTS shall be settled by the court having jurisdiction in accordance with the provisions of the Code of Civil Procedure with respect to Consumers/Individual Entrepreneurs, in the case of other entities, the court having jurisdiction over the registered office of the Company.

9.4 These GTS have been in force since 26.07.2023.

10. Final provisions for purchasers who are not Consumers/Individual Entrepreneurs

10.1 In connection with the performance of the Order, the Buyer undertakes to maintain indefinitely the confidentiality of information concerning the concluded Agreement and any other information disclosed by the Supplier for the proper performance of the Order. All information and documents shall be disclosed only within the scope necessary and related to the performance of the Order. These GTS shall also apply if the Buyer could easily become acquainted with them.

10.2 The GTS shall be deemed delivered to the Purchaser in the event of a reference to the GTS in an offer, contract, order confirmation, invoice along with indication of a website, where the content of the GTS is available.

10.3 The Supplier shall be entitled to the copyrights and industrial property rights, if any, to the quotations, plans, designs, documentation, models and drawings (documents) created by or on behalf of the Supplier in connection with the fulfilment

of the contract, even if the purchaser has covered the costs for their preparation. The purchaser undertakes not to make the above documents and solutions available to third parties.

10.4 All legal acts which have the effect of directly or indirectly transferring to third persons/parties any rights of the Buyer arising from contracts, offers, orders and confirmations to which the Supplier is a party shall be null and void unless the Supplier has given his prior written consent to such legal acts.

10.5 The Supplier's total liability for damages in connection with the performance of the Contract shall in no event exceed the original net value of the Order or the amount 5.000 € - whichever is lower. To the extent permitted by applicable law, the above limitations and exclusions will apply where liability arises from breach of contract, indemnity, warranty or tort liability.

10.6 Each Party will be responsible for complying with regulations and laws regarding domestic supply, import, export and re-export, and will cooperate in providing information to each other in this regard.

10.7 Should any provision of these GTS prove to be illegal, invalid or unenforceable, then the validity of the remaining provisions of the GTS shall not be affected.

10.8 In the event of any inconsistency between the GTS and the Order, the provisions of the Order shall be binding in the first instance.

10.9 Any amendments and additions to the GTS may be made unilaterally by the Supplier, however, they shall become binding for the Buyer (with respect to subsequent Orders) at the time of delivery of information on the amendment in a manner enabling the Buyer to become familiar with the content of the new GTS - e.g. by referring to the Supplier's website. For individual Orders, the GTS applicable at the time of placing the Order shall apply.

List of annexes:

appendix no. 1 - model withdrawal form

appendix 2 - model form for notification of defects