

BADER Polska SP. Z O.O., ul. Mostowa 1, PL 59-700 Boleslawiec

## 1. Scope of Application

- 1.1. These General Terms of Delivery of Bader Poland sp. o.o. are applied to all sales, delivery agreements as well as to agreements for the provision of services concluded by Bader Polska sp. o.o. with the Buyer.
- 1.2. These General Supply Terms and Conditions of Bader Poland sp. z o.o. shall be accepted by the Buyer and deemed binding as of the moment of placing the order for the Goods or Service, and at the latest on the day of receipt of the Goods or the provision of the Service.

## 2. Definitions

Whenever these General Supply Terms and Conditions of Bader Polska sp. z o.o. states about:

- 1) **Bader** - It should be understood as Bader Polska sp. z o.o. with headquarters in Bolesławiec, Mostowa 1 Street, 59-700 Bolesławiec, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division, under the KRS No. 0000079650, NIP No.: 8991027316, REGON No.: 930766624, share capital: PLN 20,000,000.00
- 2) **Buyer** - it should be understood as a natural person, a legal person, an organizational unit without legal personality, which by law has legal capacity, containing a sales, supply or provision of services agreement with Bader.
- 3) **Parties** - it should be understood as a both Bader and Buyer.
- 4) **Goods** - it should be understood as the object being the subject of the sales or supply agreement.
- 5) **Services** - it should be understood as a service that is the subject of the Provision of Services Agreement.
- 6) **Price** - it should be understood as the price resulting from a sales/supply Agreement or remuneration related to the provision of services.
- 7) **Agreement** - it should be understood as a sales, supply or provision of services Agreement linking Bader and the Buyer, the integral part of the Agreement is the General Trading Terms and Conditions of Bader Polska sp. z o.o.
- 8) **GSTC** - it should be understood as the General Supply Terms and Conditions of Bader Polska sp. z o.o.

## 3. Offer and Orders

- 3.1. Information regarding the Goods and Services offered by the Bader is for information purposes only and does not constitute an offer within the meaning of the provisions of the Civil Code. Dimensions, weight, color and other data regarding the specification of the Goods become binding at the time of acceptance of the order and their written or electronic confirmation. The Parties allow the possibility of delivering goods larger or smaller by 5% of the ordered quantity of Goods. All offers submitted by Bader require their explicit confirmation in written or electronic form under the pain that Bader will not be bound by their content.
- 3.2. The condition for the conclusion of the Agreement is the submission by the Buyer of an order for Goods or Services offered by the Bader. The Order referred to in the preceding sentence shall be submitted in writing or electronically and shall contain the specification of the Good or Service and the planned date of delivery of the Goods or provision of the Service and the price.

- 3.3. The condition for the conclusion of the Agreement is confirmation by Bader of the acceptance of the order for execution in written or electronic form under pain of nullity. The moment of accepting the order for execution is deemed to be the moment of concluding the Agreement. Bader is solely bound by the content of the accepted order, and any changes may be made only after their previous acceptance by Bader. Oral arrangements or assurances that go beyond the scope specified in the accepted order must be confirmed by Bader in written or electronic form under pain of nullity.
- 3.4. Canceling the order by the Buyer is only allowed in exceptional cases and after prior arrangement with Bader of the terms of canceling the order in document form under pain of nullity. Bader has the right to charge the Buyer with the costs that arose from the moment of accepting the order until the moment of canceling the order, but no more than the value of the order.

#### **4. The Price and the Method of Payment**

- 4.1. Unless agreed otherwise, Bader binds prices included in the offers for a period of 30 days from the date of their submission. If otherwise agreed or the order was placed after 30 days from the date of submitting the offer, the Parties shall be bound by the price specified in the order confirmation. In the event of a subsequent increase in the costs, especially due to the increase in the prices of raw materials, Bader shall negotiate with the Buyer in order to set a new price. Negotiations referred to in the preceding sentence should be conducted in good faith and taking into account the legitimate interest of Bader.
- 4.2. The basis for calculating the price of the Goods is the weight and size of the Goods found in the Bader shipping center. Additional supplies and services will be billed separately.
- 4.3. Bader shall issue an invoice to the Buyer indicating the price and the date of payment. If the invoice does not specify the date of payment, the Buyer is obliged to pay the price within 30 days from the date of its issue done by Bader.
- 4.4. If, in connection with the conclusion of the Agreement, generally applicable regulations impose on Bader an obligation to pay turnover tax, a tax on goods and services will be added to the price in the amount applicable on the invoice issue date.
- 4.5. Unless otherwise agreed, the sale of the Goods takes place on the basis of Ex Works (EXW) according to the rules established in INCOTERMS 2010.
- 4.6. Unless agreed otherwise, the costs related to the performance of the Agreement, including in particular the costs of delivering and collecting the Goods and its insurance, shall be borne by the Buyer. The costs of packaging the Goods are calculated based on the real costs incurred. The choice of packaging type of the Good belongs to Bader, unless the Buyer first determines the type of packaging of the Good, and Bader will have the opportunity to fulfill such an obligation.
- 4.7. The Buyer is obliged to pay the due amount indicated in the invoice on time. The date of payment to the Bader's bank account or the date of payment in cash shall be considered as the day of payment. In the case of payment by check, the payment is recognized upon its implementation.
- 4.8. Payments made by the Buyer are in the first place counted towards his arrears. Payments made by the Bader' Buyer shall be credited by Bader in the first instance towards costs, in the second against interest and in the third towards the principal due amount. Bader is obliged to inform the Buyer about the method of settlements.
- 4.9. In the event of failure to pay by the date specified in the invoice or determined in accordance with paragraph 4.3, the Bader is entitled to charge the Buyer with maximum interest for the time of delay and to suspend the performance of the Agreement. Bader may also request a prepayment of the price in the event of the conclusion of another Agreement.

- 4.10. In the event of the Buyer's delay in payment, both in the case of this and earlier Agreements concluded with Bader, making a check, initiating the enforcement or bankruptcy proceedings against the Buyer or obtaining information about the Buyer's unfavorable financial condition, Bader is entitled to withdraw from the unrealized part of the contract or request a prepayment or additional payment security from the Buyer. In the event of situations referred to in the preceding sentence, all receivables due to Bader towards the Buyer become immediately due, regardless of the date of provision of the benefit.
- 4.11. The Buyer is entitled to deduct receivables due to him against Bader only if the counterclaim has been confirmed by a valid court judgment, is uncontested and was recognized by Bader in writing under pain of nullity.

## **5. Deliveries, Place of Service Performance, Release of the Goods**

- 5.1. The place of Service performance shall be the headquarters of Bader.
- 5.2. Deadlines for the release of goods or provision of services determined by the Parties are approximate dates and are not binding unless the Parties have agreed otherwise. Deadlines are considered to be retained when Bader declares its readiness to deliver the Buyer's Goods or when the Goods leave the Bader premises, and if services are provided - when Bader declares its readiness to perform them or perform them.
- 5.3. Bader is entitled to partial performance of the Agreement, including partial delivery of the Goods, and the Buyer may not refuse to accept partial service of Bader.
- 5.4. Bader shall not be liable for delays in failing to comply with the Agreement caused by force majeure or events that hinder or prevent the delivery of the Goods or Services on the agreed date. The circumstances referred to in the preceding sentence should include in particular: armed conflicts, social unrest, strikes, terrorism, lock-outs, lack of raw materials or means of transport, official requirements, obstacles or restrictions in land traffic, also failure to perform or improper performance of services by suppliers, subcontractors, service recipients or other persons whom the Bader uses when performing the Agreement . In the case referred to in the preceding sentence, Bader has the right to postpone the delivery of the Goods or Services for the time of occurrence of these circumstances or to withdraw from the Agreement in whole or in part. In the event of a postponement of the Agreement execution date, the Buyer shall not be entitled to any claims related to the Agreement, including, in particular, the right to withdraw. In the event of the circumstances referred to above, Bader shall not be liable for non-performance or improper performance of the Agreement. Bader may rely on the above-mentioned conditions if the Buyer shall become informed about them.
- 5.5. Where the difficulties referred to in paragraph 5.4. last longer than 2 months, the Buyer has the right to set an additional time for Bader to supply the Goods r Services, and in the case of an unrealized part of the Agreement, withdraw from it. In this case, Bader shall not be liable for non-performance or improper performance of the Agreement.
- 5.6. Fulfilling obligations due to deliveries of the Goods or providing Services by Bader requires timely and reliable fulfillment of obligations by the Buyer.
- 5.7. In the event that the Buyer delays the acceptance of the Goods or releases the Goods in another agreed manner is delayed for reasons attributable to the Buyer, Bader has the right to return the Goods for storage at the expense and risk of the Buyer and demand compensation for damage caused by the delay. In this case, the risk of accidental deterioration or loss of the Goods passes to the Buyer at the time when the release of the Goods would take place if there were no reasons on the part of the Buyer, which edition make it impossible.
- 5.8. In the event of bankruptcy proceedings being instituted against the Buyer, Bader is entitled to make the release of the Goods or Services subject to the prior payment of the entire price.

- 5.9. Upon receipt of the Goods or Services, the Buyer is obliged to examine the Goods or Services and immediately, however, not later than within 7 days, notify Bader of perceived defects. Lack of notification, in accordance with the previous sentence, prevents the Buyer from making use of the claims referred to in paragraph 7.
- 5.10. The Buyer may not refuse to collect the Goods or Services, even if defects are found. In the case referred to in the preceding sentence, the Parties are obliged to draw up an acceptance report in which the time and place of receipt will be specified and the defects shall be specified. The report must be made in writing under pain of nullity and signed by Bader and the Buyer.

## **6. Transfer of Risk, Reservation of Ownership**

- 6.1. Upon the delivery of the Goods to the entity responsible for its receipt on behalf of the Buyer, including the entity responsible for the delivery (transportation), all benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods are transferred to the Buyer. The rules referred to in the previous sentence also apply to deliveries free of charge as well as partial deliveries.
- 6.2. If the release of the Goods to the entity responsible for its receipt on behalf of the Buyer, including the entity responsible for the delivery, will not be possible due to reasons that are not on the part of Bader, all benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods pass on Buyer upon notification by Bader of the readiness to release the Goods.
- 6.3. The Goods remain the property of Bader until the full price indicated in the invoice has been paid (hereinafter called: "Goods with reservation of ownership"). At the Buyer's request, Bader may transfer the ownership of the Good with reservation of ownership to the Buyer when the amount of debt is less than 20% of the amount indicated in the invoice. As long as Bader retains ownership of the Goods, the Buyer has no right to dispose of the Goods with reservation of ownership. Sale of the Goods with reservation of ownership may take place only with the prior consent of Bader expressed in writing under pain of nullity. In the event of the sale of the Goods, in accordance with the previous sentence, the Buyer is obliged to transfer to Bader all claims to him against the Buyer of the Goods. Bader authorizes the Buyer to pursue these claims on behalf of and for the benefit of Bader.
- 6.4. The Buyer is obliged to secure the Goods with reservation of ownership against theft, fire and other possible damages.
- 6.5. The processing or transformation of the Goods with reservation of ownership by the Buyer always takes place for the benefit of Bader, and Bader does not have any obligations towards the Buyer. In the case of merging or mixing the Good with the reservation of ownership with another thing, Bader acquires the right of joint ownership in a newly created item in such a share that results from the ratio of the value of the newly created item to the value resulting from the price of the Good.
- 6.6. In the period in which the Goods with the retention of title remains in the possession of the Buyer, the Buyer shall not be entitled to any claims against Bader related to the storage of this Good.
- 6.7. If the Buyer initiates enforcement, bankruptcy or other proceedings that could infringe the ownership of the Merchant's Goods, the Buyer is obliged to mark the Goods in a manner indicating the existence of retention of title to Bader and immediately inform Bader.

## **7. Warranty and Liability**

- 7.1. Bader is responsible for all physical defects found on/in the Goods. Bader shall not be liable for legal defects of the Goods and defects arising after the date of release of the Goods, in particular resulting from its improper transport or storage.

- 7.2. If the sold Goods have defects referred to in paragraph 7.1. The Buyer may demand removal of the defect, replacement of the Goods with the one free of defects or reduction of the price. The Parties allow the possibility of repeated repairs of the Goods. The Buyer has no rights other than those mentioned in the previous sentence.
- 7.3. If the sold Goods have defects referred to in paragraph 7.1. The Buyer may submit a price reduction statement only if Bader does not replace the Goods for free due to possible defects or does not remove the defect within 30 days from the date of reporting the defect by Bader.
- 7.4. If the Buyer finds that the Goods have defects referred to in paragraph 7.1., the Buyer is obliged to immediately, but not later than within 7 days from the date of their determination, inform Bader about the cause. Failure to comply with the deadline referred to in the preceding sentence deprives the Buyer of claims in this respect.
- 7.5. Claims under the warranty are only for the Buyer and can not be transferred to third parties.
- 7.6. In the event that the claims made by the Buyer are obviously unjustified and the Buyer was aware of this, Bader will be able to demand from the Buyer a refund of any costs incurred in this respect.
- 7.7. Bader is liable under the warranty if the defect referred to in paragraph 7.1. will be confirmed within 12 months from the date of release of the Goods to the Buyer.
- 7.8. Bader is obliged to repair the damage caused by non-performance or improper performance of the Agreement only if the damage was caused by Bader's intentional actions. However, Bader is not liable for damage in any form other than actual damage, in particular for lost profits. Bader is not liable for gross negligence and non-performance or improper performance of obligations in the event of circumstances referred to in paragraph 5.4.

## **8. Confidentiality of Information**

- 8.1. During the term of the Agreement and for a period of at least 10 years after its termination, the Buyer undertakes to keep confidential all information obtained in connection with the performance of the Agreement, in particular technical, organizational, personal and financial, and not to transfer them to anyone, except persons and bodies authorized to receive them by applicable law or, if Bader agrees in writing to provide such informations, under pain of nullity.
- 8.2. If the Buyer violates the obligation referred to in paragraph 8.1, the Buyer shall pay Bader a penalty of PLN 50,000.00 (in words: fifty thousand zlotys) for each case of violation. Bader is entitled to claim compensation from the subcontractor transferring the amount of the reserved contractual penalty.

## **9. Personal Data Protection**

The Buyer, being a natural person and the person representing the Buyer in the case of an Agreement concluded by a legal person or an organizational unit without a personality, which it has legal capacity under the provisions of law, acknowledges that:

- a. The administrator of personal data is BADER POLSKA spółka z ograniczoną odpowiedzialnością, Mostowa 1 Street, 59-700 Bolesławiec, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division, under the KRS No. 0000079650, NIP No.: 8991027316, REGON No.: 930766624, Telephone: +48 75 616 17 00, E-mail: info-pl@bader-leather.com.
- b. Personal data are processed on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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, including on the basis of Article 6(1), points "b", "c" and "f".

- c. The processing of personal data by the Data Administrator is necessary for the performance of the contract with the Data Administrator, including the fulfillment of legal obligations incumbent on the Administrator of personal data or redress.
- d. Personal data will be stored until the expiry of the period of limitation of claims and the expiry of the period of storage of documentation related to the contract, resulting from generally applicable provisions of law.
- e. The data will be made available only to the following recipients: persons authorized by the Administrator of personal data to process personal data and entities processing personal data on behalf of the Administrator on the basis of agreements concluded with the Data Administrator.
- f. The Buyer is entitled to personal data in relation to the Administrator, pursuant to the rules set out in the Regulation of the European Parliament and Council (EU) 2016/679, the right to access personal data, requests for rectification, supplementation, deletion or limitation of personal data processing, right to object to the processing, right to transfer data, the right to file a complaint to the President of the Office for Personal Data Protection.
- g. Personal data will not be transferred to a third country within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council.
- h. Decision making based solely on automated processing, including profiling, will not be used.

## **10. Final Provisions**

- 10.1. The binding nature of these GSTC is their wording in Polish.
- 10.2. Any changes to the Agreement may be made only in writing under the pain of nullity.
- 10.3. In matters not covered by the Agreement, separate provisions shall apply, in particular the provisions of the Civil Code, excluding the provisions of the United Nations Convention on Agreements for the International Sale of Goods, made in Vienna on 11 April 1980 and other international conventions.
- 10.4. Unless otherwise agreed in the Agreement and the GSTC, the Parties are required to apply the rules resulting from INCOTERMS 2010.
- 10.5. Any disputes arising out of the Agreement will be settled by a common court having jurisdiction over the registered office of Bader.
- 10.6. Any disputes arising out of the Agreement will be settled by a Polish court on the basis of Polish law. All conflict-of-law rules that would indicate as a competent court other than indicated in the first sentence and/or applicable law other than those indicated in the first sentence shall be excluded.
- 10.7. Bader is entitled to proprietary copyrights to designs, drawings and other information regarding the Commodity understood as a work in accordance with the provisions of the Act of 4 February 1994 on copyright and related rights. The Buyer may not share or transfer such information to third parties and is obliged to provide any material and intangible media regarding the above information upon every request of Bader.
- 10.8. If any provisions of the GSTC prove to be invalid, this does not prejudice the validity of the other provided that essential provisions are maintained (*essentialia negotii*). In the case referred to in the preceding sentence, the Parties undertake to replace the invalid provisions of the GSTC with other provisions, as close as possible to the economic objective.

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**General Supply Terms and Conditions of Bader Polska Sp. z o.o.**