

## GENERAL SALES TERMS AND CONDITIONS OF SCP Sp. z o.o.

### Art. 1 GENERAL REGULATIONS

1. These General Sales Terms and Conditions (hereinafter collectively referred to as the "GSTC") apply to agreements concerning the sale or delivery of products and goods (hereinafter collectively referred to as "Products")  
by: SCP Sp. z o.o., ul. Turystyczna 1, 43-155 Bieruń, NIP (VAT No.): 1231166267, REGON (statistical ID): 141603960, number in the National Court Register: 0000318698 (hereinafter referred to as the "Seller").
2. The Buyer is: (a) a trader: a natural person, a legal person or a unit without legal personality who or which carry out a legal activity on their own behalf as part of their business or professional activity;
3. These GSTC are binding both on the Seller and the Buyer. No commercial terms and conditions presented by the Buyer are binding on the Seller, unless the Seller explicitly confirms the application thereof. In the event of any discrepancy between these GSTC and the agreement, the provisions of the agreement prevail.
4. These GSTC form an integral part of all agreements with the Seller and set out mutual relationships between the Seller and the Buyer.
5. The Parties may amend or exclude any or all provisions of these GSTC on the basis of an individual arrangement to be entered into in writing.
6. These GSTC are available in the Seller's website at [scp1.pl](http://scp1.pl) and at the Seller's offices.
7. These GSTC are in force from 8 July 2024.

### Art. 2 OFFERS AND PRICE LISTS

1. Offers, advertisements, mailing lists, price lists and other announcements concerning goods offered by the Seller are purely indicative, unless they specify otherwise.
2. The Seller's templates and samples are only visual and display materials.
3. Together with the offer, the Buyer will be informed about the cost of transport and packing of goods and an approximate delivery date.
4. The Buyer must know technical parameters of goods ordered and verify on its own account whether the material is fit for the purpose.
5. A material form is an integral part of the offer.
6. The Seller must deliver goods compliant with the Buyer's order and is not liable for their further use.
7. All discounts, rebates, reductions, etc. granted by the Seller must be agreed on a case-by-case in writing.

### Art. 3 ORDERS

1. On the basis of the Order made by the Buyer, an offer of an agreement with the Seller will be presented.
2. The offer of an agreement subject to the Order is not deemed to be accepted until the Seller presents its Order Confirmation to the Buyer. Only then is the agreement deemed to have been entered into.
3. If the Order is changed before the Order Confirmation, the Agreement is entered into the moment the amended Order is confirmed.
4. The Order must be submitted: (a) in the form of an e-mail to be sent the following e-mail address: [info@scp1.pl](mailto:info@scp1.pl) or an e-mail address specified in the offer presented to the Buyer by the Seller; ; (b) in the form of an order filed via the wholesale panel platform SCP B2B at [scp-b2b.pl](http://scp-b2b.pl).
5. The Seller neither accepts nor confirms telephone orders because of, among others, a wide assortment of goods and a greater risk of errors during the arrangement of details of orders by phone.
6. The order must contain: (a) the Buyer's data, i.e. name, legal form, forename and surname of a person placing the Order on the Buyer's behalf, registered office, contact telephone number, VAT number, e-mail address; (b) delivery address, if different than the address of the registered office; (c) the identification of products ordered, including codes, names and quantities, as well as the price of Products ordered, as specified by the Seller in the price list made available to the Buyer or in the offer submitted by the Seller; (d) the name of a person authorised by the Buyer to place orders (a person authorised by the Buyer is a person using an e-mail address with the Buyer's domain).
7. The Order placed by e-mail will be confirmed by e-mail sent to the Buyer's e-mail address specified in the Order.
8. The order placed via the online store platform or the wholesale panel platform SCP B2B will be confirmed by e-mail sent from those platforms to the Buyer's e-mail address specified in the order.
9. The Seller confirms Orders solely in writing. None of the Seller's statements made by phone may be interpreted by the Buyer as the confirmation of the Order and terms and conditions of the Order, including the delivery date.
10. The Order Confirmation is the Booking Confirmation sent by the Seller or the Proforma Invoice paid by the Buyer.
11. The Order Confirmation must specify at least: (a) the Buyer's data; (b) data and quantity of products, as well as codes used by the Seller to mark products; (c) unit price and total value of the order; (d) terms of payment; (e) delivery dates; (f) delivery place, delivery method, including the terms and costs of transport and packaging.
12. Orders placed after 14:00 are considered as placed on the first business day thereafter.
13. The Order delivery period commences on the business day following the day on which the Order Confirmation has been delivered to the Buyer.
14. In case of prepayment, the Buyer will receive a proforma invoice. It must be paid immediately. Failure to pay within 5 business days of sending it to the Buyer will result in cancellation of the Order and release the reservation of the ordered Products.

### Art. 4 SHIPMENT

1. Orders will be sent within 3 business days of the business day following the Order Confirmation.
2. Special Orders, including products is non-standard dimensions, cut to specific dedicated size or modified to client's needs, will be sent within a time limit defined by the Seller on a case-by-case basis for each order.
3. Products will be shipped within the time limit defined by the Seller in the Order Confirmation. The Seller will use all efforts to ship the Orders as soon as possible.
4. Orders will be prepared for shipment on the first confirmed first shipped basis.
5. The method of delivery (carrier) will be chosen by the Seller.
6. The cost of delivery is dependent on the weight, size of goods and distance to delivery location.
7. Unless the Order does not specify otherwise, Products will be delivered to the Buyer by a carrier contracted by the Seller to the place indicated by the Buyer as the delivery place in the Order at the Buyer's cost.
8. To order its own transport or collection in person, the Buyer must make a relevant arrangement with the Seller in writing on a case-by-case basis.
9. The Buyer must inspect Products in terms of quantity during unloading procedures and notify the Seller of any related errors or shortages within 2 business days of the inspection, subject to Section below.
10. All errors or shortages in delivery, if any, must be reported by e-mail to [info@scp1.pl](mailto:info@scp1.pl) within 5 business days of the receipt of Products. Then, the goods are deemed to have been accepted without reservation and no claims can be made.
11. Together with the notice of errors or shortages, the Buyer should present the Seller with evidence confirming such errors and shortages. Otherwise, no related claims can be made. If the errors or shortages are proven, the Buyer can request that non-defective Products are or the missing quantity of Products is delivered and such Products should be delivered as soon as possible within the time limit agreed by both Parties at the Seller's cost.
12. In the event during the collection procedures the Products are found damaged, a certificate of damage should be drawn up and immediately sent to [info@scp1.pl](mailto:info@scp1.pl).
13. The collection of Products should be confirmed in loading documents and bills of lading of the carrier and in the WZ document and/or another document confirming the delivery of Products. Such a confirmation should include: (a) the Product collection date; (b) the Buyer's company stamp or, if none, the precise name of the Buyer; (c) the forename, surname and signature of a person authorised to collect Products on the Buyer's behalf.
14. Notwithstanding the delivery of the notice of errors or shortages, the Buyer must pay a part corresponding to the price of Products collected by the Buyer within the payment due date.

15. In the event the goods are not collected in person or by a carrier, the Seller has the right to charge the Buyer for extra fees for failure to perform the purchase and sales agreement.
16. The Seller has the right to charge fees for the cost of shipment, warehousing and loss of product value.

#### **Art. 5 SIZE TOLERANCE**

1. Products are subject to size tolerance in terms of thickness, wideness and length.
2. Size tolerance is specified in material forms for particular Products.
3. Unless the material form provides otherwise, size tolerance for: (a) thickness from 1 to 2 mm is +/- 0.2 mm, (b) wideness from 3 mm is +/-10%, (c) wideness is +/-3%, d) length is +/-1%.
4. For Product cutting, tolerance for length and wideness is +/- 5%.

#### **Art. 6 PAYMENT**

1. The customer can pay for Products ordered: (a) by traditional transfer into the bank account specified in the Order; (b) via the payment system Przelewy24: online transfer, BLIK, card payment (only for Orders placed via the B2B wholesale platform); (c) cash on delivery up to PLN 1,500.00 gross (only for Orders placed via email).
2. Terms of payment are specified in each offer. Otherwise, the whole Order must be paid in advance.
3. Any terms of payment other than offered are subject to the Seller's prior written consent.
4. A selling price specified by the Seller is a net price and will be increased by a tax on goods and services at an applicable rate.
5. Products ordered must be paid without deductions within the time limit specified in the pro forma invoice or invoice.
6. Invoices are issued and payable in PLN, unless the Order specifies otherwise.
7. The payment date is deemed to be a day on which the Seller's bank account is credited.
8. In the case of a payment delay the Buyer must pay default interest applicable to commercial transactions, as well as costs of reminders addressed to the Buyer.

#### **Art. 7 COMPLAINTS**

1. Complaints may be submitted to the Seller solely by the Buyer that bought Products from the Seller.
2. Each complaint should be submitted to the Seller in the complaint form available in: [scp1.pl/nzgform/](mailto:scp1.pl/nzgform/)
3. The Seller will review complaints within 14 days.
4. The Seller may refuse to take a complaint into account if the goods have been inadequately used or processed by the Buyer.
5. Goods will only be returned upon a prior written notice to the Seller and subject to the Seller's prior written consent.
6. The Seller is liability under statutory warranty for defect is found within 14 days from the date of delivery of the Product to the Buyer.

#### **Art. 8 LIABILITY**

1. The Seller is liable for repairing damages arising from non-performance or inadequate performance of the agreement only if the damage is caused by the Seller's wilful misconduct. The Seller's liability is limited to actual losses incurred by the Buyer, excluding lost benefits. The Seller's liability for damages incurred by the Buyer must never exceed the invoiced net sales price of defective Products.
2. In the event a further buyer makes claims against the Seller in relation to Products, the Buyer must inform the Seller about the conditions of storage, transport and sale of such Products to such a further buyer.
3. In the event the Buyer or a further buyer makes or pursues any claims against the Seller, the Buyer must provide the Seller with any other information that will enable the Seller to use its business liability insurance policy.

#### **Art. 9 FORCE MAJEURE**

1. The Seller is not liable for any non-performance or inadequate performance of the agreement if this is caused by Force Majeure.
2. The occurrence of Force Majeure exempts the Seller from its liability for non-performance or inadequate performance of its obligations arising from the agreement during the whole duration of the Force Majeure event.
3. In the event of Force Majeure, the Seller must immediately notify the Buyer of the occurrence and expected duration of a Force Majeure event, as well as expected consequences of its non-performance or inadequate performance of obligations.
4. Force Majeure means external events that the Seller could not predict or prevent, including in particular:
  - war, military actions, acts of terrorism, natural calamities, fire, flooding, riots, general strikes;
  - import and export bans, public bans on the sale of specific types of products or the performance of specific business;
  - blackouts, breakdowns of machinery or equipment;
  - bans and restrictions related to an epidemic or a pandemic;
  - restrictions related to the enforcement of states of emergency in Poland as a whole or a part of Poland;
  - late deliveries.

#### **Art. 11 MISCELLANEOUS**

1. By entering into the agreement the Buyer does not acquire any intellectual property rights, like licences, patents, copyrights, trademarks, in relation to Products.
2. Photos, graphical elements and technical data of Products are owned by the Seller. It is forbidden to copy and distribute them without the Seller's prior consent.
3. By placing its Order, the Buyer confirms that it has familiarised itself and accepted these GSTC.
4. A sales document will be delivered to the Buyer in the form of an invoice, sent to the e-mail address specified when the Order has been placed:
5. All matters not provided for in the agreement and herein are governed by the Civil Code.
6. In the event one or several regulations hereof become invalid, illegal or unenforceable, this does not influence or limit the validity, legality and enforceability of any other regulations.
7. All of the Buyer's or Seller's statements are binding on the other party solely if they have been included in a letter delivered to the party or in an e-mail sent to the parties' addresses specified in the Order.
8. By accepting these GSTC the Buyer agrees that its personal data will be processed by the Seller for the purpose of the Order and for marketing purposes related to the Seller's business activity. Personal data may only be shared with third parties in accordance with applicable law.
9. All notices, statements and amendments to these GSTC, as set forth herein, must be made in writing, unless these GSTC provide otherwise.
10. All disputes arising from the agreement will be resolved by a court having jurisdiction over the Seller.