

GENERAL TERMS OF SALE
KNOOCKER SP. Z O.O. WITH ITS REGISTERED OFFICE IN POZNAŃ

1.
[Definitions]

- 1.1. **"GTS"** - General Terms of Sale, i.e. this document;
- 1.2. **"PRODUCER"** - Knoocker spółka z ograniczoną odpowiedzialnością with its registered office in Poznań, ul. Głogowska 216, 60-104 Poznań, registered in the Register of Entrepreneurs in the District Court Poznań-Nowe Miasto i Wilda in Poznań, 8th Commercial Division of the National Court Register under the KRS number: 0000532609, holding NIP number: 7252080456 and REGON number: 360333033, with the share capital of PLN 8,850.00;
- 1.3. **"Buyer"** - means the Contractor who has placed an Order with the PRODUCER for the sale of Goods in accordance with these GTS or with whom the PRODUCER has entered into a separate contract for the sale of Goods, either directly or through other persons, in particular representatives and/or agents;
- 1.4. **"Contractor"** - a natural person, a legal person or an organizational entity that is not a legal person, which is granted legal capacity by the law and the provisions on legal persons apply to it, which conducts economic activity or is an entrepreneur, subject to clause 1.19, in particular an entity that contacts or cooperates with PRODUCER or receives an offer to enter into a contract or an offer for an Order;
- 1.5. **"Parties"** - mean jointly the PRODUCER and the Contractor, who is the Buyer of the Goods;
- 1.6. **"Catalogue"** - means the catalogue of selected goods of the PRODUCER located in the relevant tab on the website: www.knowla.eu, updated and modified by the PRODUCER in accordance with these GTS;
- 1.7. **"Orders"** - means the orders placed by the Contractor and accepted by the PRODUCER for fulfilment in accordance with the terms and conditions specified therein and in accordance with these GTS. Placing an order means, in particular, concluding a sales or delivery contract;
- 1.8. **"Goods"** - means all goods or services which the PRODUCER delivers to the Buyer in accordance with the Order;
- 1.9. **"Business Days"** - means days from Monday to Friday, excluding public holidays occurring on such a day, as well as all days defined as holidays by the PRODUCER;
- 1.10. **"Delivery Address"** - means the address indicated in the Order as the address to which the Goods are to be physically delivered under the terms and conditions of these GTS and/or the Order;
- 1.11. **"Acceptance Protocol"** - means a document signed by the authorised representatives of the Parties, pursuant to which the Parties confirm receipt by the Purchaser of the delivery of the Goods under the terms and conditions of these GTS and/or the Order;
- 1.12. **"Time of Delivery"** - means the moment at which the Parties sign the Acceptance Protocol and with which all risks and all liability associated with loss, damage or destruction of the Goods shall pass to the Buyer;
- 1.13. **"Price List"** - means the current price list for the Goods specified in net prices, i.e. excluding value added tax (VAT);
- 1.14. **"Price"** - means the net sales price of the Goods, i.e. excluding value added tax (VAT);
- 1.15. **"Customised Goods"** - goods or services not included in the PRODUCER's current offer or Catalogue or produced on the basis of the Contractor's or Buyer's individual instructions and individual Order;
- 1.16. **"Intellectual Property Rights"** - copyrights and industrial property rights to which the PRODUCER is entitled, in particular in relation to the Goods, trade names, designs, symbols, logos, emblems, slogans, advertising materials, photographs, designs, catalogues, service marks and any other information, descriptions and documents provided by the PRODUCER to the Contractor in relation to the PRODUCER's activities or the fulfilment of the Orders, whether registered or unregistered, registrable or unregistrable, as well as any and all rights for which a licence or the right to use has been granted to the PRODUCER;

- 1.17. **"Sole trader" (or also: "entrepreneur with consumer rights")** - a natural person who is an entrepreneur and who enters into a contract which is directly related to their business activity but the content thereof indicates that it is not of a professional nature for that person.

2. [Scope of application]

- 2.1 These GTS shall apply to all contracts concluded between the PRODUCER and the Contractor, in particular to all Orders, unless otherwise agreed by the Parties jointly, expressly and in writing. The Parties jointly indicate that any general terms and conditions submitted or applied by the Contractor or the Purchaser are hereby waived by virtue of these GTS and that these GTS take precedence over them.
- 2.2 These GTS constitute, as of the date of their entry into force, the exclusive basis for cooperation between the Parties within the scope covered by their content and they supersede any arrangements made by the Parties prior to the date of entry into force of the GTS, regardless of the form and manner of their execution, which does not apply to Orders accepted for fulfilment prior to the date of amendment to the GTS.
- 2.3 Any deviations from or amendments to these GTS upon placing an Order require a written agreement between the Parties in order to be valid, unless otherwise specified in these GTS.
- 2.4 In the event that one or more provisions of these GTS prove to be invalid or are deemed invalid due to conflict with applicable laws, or are excluded by the counterpart of the GTS on the part of the Contractor, the Parties shall take the necessary measures to ensure compliance of these provisions with the law or the intention of the GTS. Other provisions of these GTS, or contracts concluded between the Parties to which these GTS apply, shall remain in force to the extent to which the provisions in question may be effective irrespective of the invalid provisions of the GTS or those provisions of the GTS which have been deemed invalid.
- 2.5 The Buyer shall be obliged to immediately inform the PRODUCER of any circumstances which may affect the application of these GTS and the fulfilment of the Order, in particular of the following:
- a. any circumstances relating to the financial situation, including events adversely affecting the assessment of the Buyer's liquidity and solvency, the threat of insolvency or liquidation, the filed application for bankruptcy, the commencement of restructuring or liquidation proceedings relating to the Buyer, as well as the filed application for an instalment payment of public-law liabilities;
 - b. any other events of factual and legal character relevant to the terms and conditions under which the PRODUCER fulfils the Orders in accordance with these GTS.

3. [Offer and Orders]

- 3.1 The PRODUCER's current offer of Goods, along with the Prices, is provided in the PRODUCER's Price List. Additional information on selected Goods can be found in the Catalogue available on the website: www.knowla.eu. The current Price List is also available at the registered office of the PRODUCER and is also made available by the PRODUCER upon request sent to the registered office address of the PRODUCER, also electronically.
- 3.2 The PRODUCER reserves the right to unilaterally update and amend the information contained in the Price List or the Catalogue at any time. Updates or amendments to the Catalogue shall be made by uploading the new Catalogue to the website: www.knowla.eu. In the event of an update or amendment to the Price List, the new Price List shall be sent to the Contractors or Buyers with whom the PRODUCER has cooperated during 6 months preceding the change, in electronic version to the e-mail address from which PRODUCER receives correspondence from the Contractor or Buyer at least one month prior to its entry into force. For new Contractors, the current Price List shall be made available in accordance with 3.1. of the GTS. Any amendments to the Price List and/or the Catalogue do not require the Contractor's consent in order to be effective.
- 3.3 The PRODUCER stipulates that the Price List and the Catalogue do not constitute an offer within the meaning of Art. 66 § 1 of the Act of 23 April 1964 – Civil Code (i.e. Journal of Laws of 2022, item 1360, as amended), but only an invitation to submit offers for the conclusion of a Sales Contract, unless otherwise stipulated therein.
- 3.4 Ordering the Goods from the PRODUCER by the Contractor shall be tantamount to acceptance of these GTS and acquiring the status of the Buyer.

- 3.5 Orders can be placed by the Contractor via e-mail sent to the following e-mail address: zamowienia@knoocker.com 7 days a week, 24 hours a day. Orders may also be placed by the Contractor in writing or delivered in person to the Producer's registered office address. Orders placed by other means shall only be deemed binding upon confirmation of acceptance for fulfilment pursuant to section 3.9 of these GTS.
- 3.6 Each order placed by the Contractor should specify at least:
- the type of Goods ordered as specified in the Price List;
 - the quantity of Goods ordered;
 - Delivery Address;
 - personal and contact details (mailing address, fax, e-mail, phone number of the person responsible on the Contractor's side for processing the order and collecting the Goods at the Delivery Address).
- 3.6. In the event that the order placed by the Contractor is the first one, the PRODUCER shall have the right to call upon the Contractor to present additional documents regarding the Contractor's business activity, in particular, information from the Central Register and Information on Economic Activity or the National Court Register or their equivalents in the Buyer's country; certificate of assignment of the Tax Identification Number (NIP); certificate of assignment of the National Business Registry Number (REGON). The Contractor is obliged to inform the PRODUCER immediately and in writing of any changes to the information covered by the documents referred to in the preceding sentence and to update the submitted documents on a regular basis.
- 3.7. In the event that an order placed in accordance with 3.5. of the GTS does not include the data necessary for its proper fulfilment, or the data is incomplete or incorrect or untrue, the PRODUCER shall be entitled to request the Buyer to supplement or amend the order within a time limit indicated by the PRODUCER, withholding the processing of the order until the Buyer provides such information.
- 3.8. Upon receipt of a correct Order, the PRODUCER:
- shall refuse to accept the Order in the event that it is impossible to fulfil it under the conditions specified therein;
 - shall confirm acceptance of the Order by e-mail in accordance with the contact details specified in the Order;
 - The PRODUCER may also confirm acceptance of the Order, subject to amendments or supplements, by sending a confirmation of acceptance of the Order with the relevant amendments for processing by e-mail, in accordance with the contact details indicated in the Order. The modified order shall be binding for the Buyer unless they immediately object to the proposed amendments or supplements;
- 3.9. In the confirmation of acceptance of the Order for processing, the PRODUCER shall indicate:
- the type and quantity of Goods covered by the Order;
 - the price of the Goods covered by the Order resulting from the current Price List of the PRODUCER;
 - additional costs relating to the Delivery of the Goods in accordance with the GTS;
 - discounts granted;
 - approximate date and Delivery Address of the Goods;
 - the amount of the necessary down payment or deposit, the payment of which is a condition for the processing of the order or shipment of the Goods;
 - a request for the provision of additional security within the meaning of section 6.6 being a condition for the processing of the Order or shipment of the Goods.
- 3.10. In the event of a request for payment of a deposit, included in the Order by adding the word "deposit" next to or instead of the phrase "advance payment", the PRODUCER indicates, and the Buyer accepts, that it refers to a deposit within the meaning of Art. 394 of the Civil Code, with the proviso that in the event of withdrawal from the contract caused by the PRODUCER, they must return the deposit in a single amount.
- 3.11. The Parties agree that the PRODUCER shall only be bound by an order placed by the Buyer in accordance with the regulation of section 3 of these GTS and accepted by the PRODUCER for fulfilment in accordance with sections 3.9 b. and 3.10 of the GTS, which shall be deemed an Order within the meaning of section 1.7. of the GTS.
- 3.12. Notwithstanding the regulation of paragraph 3.9. a, the PRODUCER shall have the right to refuse to fulfil the Order, or to stop the processing of the Order, in the event that:
- there are outstanding obligations of the Buyer towards the PRODUCER, until they are settled;
 - The PRODUCER has reasonable grounds to believe that the financial situation of the Buyer jeopardises the proper fulfilment of this Order, or any of the previous Orders in progress;

- c. The Buyer has committed, also in the past, a breach of contractual obligations, including non-performance or improper performance of contractual obligations, in particular the provisions of these GTS.

4.

[Deliveries]

- 4.1 Depending on the conditions presented in the acceptance of the Order or the characteristics or type of the Goods, the PRODUCER shall prepare the Goods ready for collection from the PRODUCER's premises or shall deliver the Goods at the time and to the Delivery Address specified in the Order, without carrying and unpacking the Goods. The Buyer shall be obliged to collect the Goods ordered in accordance with the terms and conditions of the Order agreed between the Parties.
- 4.2 The time when the Goods are ready to be presented for collection from the PRODUCER's premises or delivery shall be indicated by the PRODUCER in the Order confirmation. In exceptional cases, this time may be extended, of which the PRODUCER shall inform the Purchaser by e-mail to the address indicated in the Order as the mailing address. In the case of an order of Customised Goods, the delivery time is determined on a case-by-case basis and confirmed by the PRODUCER in the Order confirmation.
- 4.3 Any possible amendment of the terms and conditions of the Order may take place with the prior written consent of the PRODUCER sent by e-mail. Any changes to the terms and conditions of the Order communicated by the Buyer after 3 business days after the issuance of the order confirmation by the PRODUCER shall entitle the PRODUCER to charge the Buyer with the additional costs related to the change of the Order.
- 4.4 Additional services related to the Delivery, in particular the bringing in, unpacking and setting up of the delivered Goods, are carried out by the Buyer himself.
- 4.5 All formalities and costs related to obtaining permission to deliver the Goods to the Delivery Address indicated by the Buyer in the Order shall be borne by the Buyer. They shall be obliged to provide the PRODUCER with the necessary documents, information and permits to enable the delivery of the Goods to the Delivery Address under penalty of covering the damage caused.
- 4.6 In particular cases, at the request and upon agreement of both Parties, additional services related to the delivery, in particular the bringing in, unpacking and setting up of the delivered Goods, will be carried out by the PRODUCER at the Buyer's expense determined when the Order is placed.
- 4.7 Acceptance of the Goods will take place on the basis of an Acceptance Protocol. Acceptance of the Goods shall include, in particular, verifying that the quantity of the Goods complies with the Order and verifying the state of packaging and labelling of the Goods by the person designated and authorised by the Buyer, as specified in the Order. The moment the Acceptance Protocol is signed is deemed to be the Moment of Delivery.
- 4.8 The Buyer may not refuse to collect the Goods in whole or in part, even if the Goods have defects or do not comply with the Order in whole or in part. If any defects of the Goods or discrepancies with the Order are noticed during the Acceptance of the Goods, the Buyer shall be obliged to immediately point out the defects or discrepancies noticed and to include this fact in the Acceptance Protocol, otherwise it shall be presumed that the defects arose after the Acceptance of the Goods. The rectification of defects or non-conformities of the Goods by the PRODUCER shall take place in accordance with the warranty or complaint procedure.
- 4.9 If, for reasons attributable to the Buyer, it is not possible to deliver the Goods in accordance with the Order, notwithstanding any other rights to which the Buyer is entitled under the provisions of these GTS and the law, the PRODUCER shall have the right, at its own discretion, to:
 - a. leave the Goods at the Delivery Address for safekeeping until they are collected by the Buyer in accordance with the Order at the Buyer's sole cost and risk. In such a case, the PRODUCER shall unilaterally prepare an Acceptance Protocol and the leaving of the Goods at the Delivery Address shall be deemed to be the Moment of Delivery.
 - b. sell and deliver the Goods to third parties without incurring any liability in this respect towards the Buyer, upon written notice to the Buyer. In such a case, the Buyer shall be liable towards the PRODUCER for any damage to the PRODUCER resulting from the Buyer's failure to collect the Goods, including in particular those relating to the sale of the Goods below the price agreed by the Parties in the Order;
 - c. hand over the Goods to a third party for safekeeping and charge the Buyer for the costs of such safekeeping and transport or the costs of storage of the Goods at the Producer's premises for a fee corresponding to the fee charged by the providers of such services;

- d. cancel the Order or a part thereof on the terms indicated in section 12 of the GTS.

5.
[Retention of ownership]

- 5.1 Unless otherwise agreed by the Parties, the PRODUCER shall retain ownership of the Goods ordered by the Contractor until the Buyer has paid the full Price.
- 5.2 Until ownership of the delivered Goods has passed to the Buyer, they shall be obliged to take all necessary steps to keep the Goods in an unimpaired state and to protect them from any damage, in particular the Buyer shall be obliged to store the Goods in a place intended for this purpose. The PRODUCER reserves the right to require the Buyer to insure the Goods for the period from their collection until the date of transfer of ownership to the Buyer under the conditions indicated by the PRODUCER in the notice. The Buyer shall insure the Goods within 2 Business Days of receipt of the notice and identify the PRODUCER as the entity solely entitled to receive compensation in the event of damage. Failure to conclude an insurance contract or failure on the part of the Buyer to deliver an insurance contract along with the insurance policy to the PRODUCER shall entitle the PRODUCER to charge a contractual penalty for each day of delay or default in the amount of PLN 500.00 for each day started.
- 5.3 In the event of default or delay in payment of the Price for the delivered Goods, the PRODUCER reserves the right to demand the return of the delivered Goods at the expense and risk of the Buyer. Failure to return the Goods delivered shall entitle the PRODUCER to charge a contractual penalty for each day of delay or default in the delivery of the Goods in the amount of PLN 500.00 for each day started.
- 5.4 Notwithstanding the rights of the PRODUCER set forth in the content of these GTS, in the event of damage to or loss of the Goods due to the Buyer's failure to perform or improper performance of the obligations set forth in 5.2 above, the PRODUCER shall be entitled to claim from the Buyer the payment of a contractual penalty in the amount corresponding to the Price of the damaged or lost Goods.

6.
[Prices and payments. Safeguards]

- 6.1 The prices indicated by the PRODUCER in the Price List, the Catalogue, the Orders are net prices, i.e. prices without value added tax (VAT excluded).
- 6.2 The Buyer shall be obliged to pay the Price for the ordered and delivered Goods on the basis of an invoice issued by the PRODUCER by the date agreed between the Parties, unless the Parties have agreed on a different payment date in the Order. If no date for payment of the Price has been agreed, the Buyer is obliged to pay within 7 days of the Delivery of the Goods.
- 6.3 The date of payment shall be the date on which the PRODUCER's bank account is credited with the full amount of the Price. In the event of default or delay in payment of the Price, the PRODUCER shall be entitled to claim statutory interest for delay in commercial transactions.
- 6.4 The PRODUCER reserves the right to require the Buyer to make an advance payment or a deposit for the entire or part of the Price, in particular if:
- a. in the opinion of the PRODUCER, the financial or actual situation of the Contractor gives grounds to believe that the Buyer will not make timely payment of the Price for the ordered Goods;
 - b. when the Contractor or the Purchaser has failed or is failing to meet its ongoing obligations to the PRODUCER;
 - c. The Contractor is entering into a business relationship with the PRODUCER or has not made any Order in the last 12 months.
- 3.6. The PRODUCER reserves the right to require the Contractor or the Buyer to provide additional collateral for the payment of the amount due under the Order or future Orders. In particular, the PRODUCER reserves the right to require the Contracting Party or the Buyer at their own choice: (i) to issue a blank promissory note and sign a promissory note declaration on the terms and conditions set forth by the PRODUCER; or (ii) to present a bank guarantee up to the amount and on the terms and conditions set forth by the PRODUCER, upon prior acceptance by the PRODUCER of the Bank issuing the guarantee; or (iii) to provide an insurance guarantee up to the amount and under the conditions set forth by the PRODUCER, subject to prior acceptance by the PRODUCER of the insurance institution issuing the guarantee; and/or (iv) to provide written guarantee of obligations by third parties, in

particular by members of the management bodies of the Contractor or Buyer, or by entities controlling the Contractor or Buyer (e.g. guarantee of the parent company or shareholders).

- 3.7. The PRODUCER may grant a trade credit to selected Contractors or Buyers up to its chosen amount and for a period of time to be determined each time by the PRODUCER. Before granting a trade credit, the PRODUCER may call upon the Contractor or the Buyer to provide appropriate (at the PRODUCER's discretion) documentation proving the financial situation. The PRODUCER shall inform of the granting, the duration and the amount of the trade credit in writing. The PRODUCER reserves the right to change the amount and duration of the trade credit granted, whenever it considers that the current financial, legal or factual situation of the Contractor or the Buyer justifies such a change. The PRODUCER shall communicate any change in the amount of trade credit granted in writing.
- 3.8. If, within the framework of an economically uniform transaction of the value exceeding PLN 15,000.00 gross, the Contractor purchases, as an Entrepreneur being a VAT taxpayer, including an Entrepreneur with consumer rights being a VAT taxpayer, goods referred to in Appendix 15 to the Act of 11 March 2004 on Goods and Services Tax, i.e. in particular:
- a) ex 26.11.30.0 – electronic integrated circuits – only processors
 - b) ex 26.20.1 – computers and other automatic data-processing machines and their parts and accessories
 - c) ex 26.20.21.0 - memory units - only hard disk drives (HDD)
 - d) ex 26.20.22.0 – semiconductor non-volatile storage devices – only SSDs
 - e) 26.40.20.0 – television receivers, whether or not combined with radio-broadcast receivers or sound or video recording or reproduction apparatus
 - f) ex 26.40.60.0 – video game consoles (such as those used with a television set or a stand-alone screen) and other gaming or gambling apparatus with electronic display — excluding parts and accessories,
- then such a transaction shall be subject to a specific settlement in the area of value added tax (the so-called split payment mechanism).

7.

[Warranty Conditions]

- 8.1. The detailed warranty conditions provided by the PRODUCER for the Goods are attached as **Appendix 1** to these GTS.

8.

[Liability of the PRODUCER

for non-conformity of the Goods with the sales contract and for defects]

a.

[Liability of the PRODUCER towards traders]

- 9.8 The PRODUCER shall be liable towards the Contractor or the Buyer who is a trader (except for sole traders), for legal defects and for the non-conformity of the Goods with the contract on the principles indicated below.
- 9.9 The non-conformity of the Goods with the contract (defect) shall only be deemed to be such non-conformity where the Goods do not have the properties which they should have for the purpose indicated in the contract or resulting from the circumstances or purpose of the Goods, or where the Goods have been delivered incomplete.
- 9.10 The PRODUCER shall be liable towards the Contractor or the Buyer who is an entrepreneur only for acts or omissions which are the consequence of circumstances for which the PRODUCER is liable in accordance with applicable law and only on a fault basis.
- 9.11 The PRODUCER's liability as referred to in paragraph 8.1 of these GTS, shall be limited to actual damage excluding lost profits. In any event, the PRODUCER's total liability to the Contractor or the Buyer under or in connection with the performance of the Orders shall not exceed, in respect of the Order concerned, the amount corresponding to the Price paid or likely to be paid, irrespective of the value of the actual damage suffered by the Contractor or the Buyer. Further liability is excluded unless it results from the PRODUCER's wilful misconduct.
- 9.12 The PRODUCER's liability for non-conformity of the Goods with the contract and for legal defects shall be 12 months and shall be calculated from the time of delivery of the Goods to the Buyer or to the person designated by them.

- 9.13 If the Goods are not compliant with the contract within the meaning of paragraph 8.2 of these Terms, the Buyer may only demand a price reduction or repair of the Goods. Other entitlements are excluded.
- 9.14 If the Order or these GTS provide for any contractual penalty in favour of the PRODUCER, this shall not exclude the PRODUCER's right to claim supplementary damages on general principles before a common court of law.
- 9.15 The Contractor or the Buyer shall be solely responsible to its direct customers or ultimate recipients for damages arising from the supply or sale to them of the Goods of the PRODUCER. The PRODUCER is not a party to such contracts. In this respect, the Contractor or the Buyer is obliged to organise the sales process and the claims procedure and to cover all claims of its customers or ultimate recipients to whom it delivers and sells the Goods by virtue of deliveries made or sales made on their own. The Contractor or the Buyer shall indemnify the PRODUCER against all liability in this respect.
- 9.16 The Buyer shall be obliged to examine the Goods without delay and in the manner customary for goods of that kind. The Buyer shall be obliged to notify the PRODUCER in writing or in documentary form immediately of the defect or, if the defect becomes apparent only later, immediately after its discovery, otherwise their warranty rights shall be forfeited.
- 9.17 The PRODUCER shall respond to the complaint within 30 days of its submission.

b.

[PRODUCER's liability towards entrepreneurs with consumer rights]

- 9.18 With regard to complaints and non-conformity of the Product with the Contract, Entrepreneurs with consumer rights have the rights under Art. 7aa of the Consumer Rights Act of 30 May 2014 and Art. 385⁵, Art. 556⁴ in conjunction with Art. 558 § 1 second sentence, Art. 556⁵ and Art. 576⁵ of the Civil Code.
- 9.19 The entrepreneur with consumer rights accepts these Terms and Conditions and then exercises their rights. An entrepreneur with consumer rights should fill in the relevant complaint form, in particular the details confirming the circumstances of their status under Art. 7aa of the Consumer Rights Act of 30 May 2014, or provide this information in another way to the Seller.
- 9.20 The entrepreneur with consumer rights declares in the form sent to the Store that the concluded Sales Contract is directly related to their business activity, but does not have a professional character for them, in particular resulting from the scope of their business activity.
- 9.21 The PRODUCER shall be liable to the Contractor who is an Entrepreneur with consumer rights for the non-conformity of the Goods with the Sales Contract existing at the time of delivery and disclosed within 2 years from that time, unless the shelf life of the Goods, as determined by the Seller, its legal predecessors or persons acting on their behalf, is longer.
- 9.22 Goods are in conformity with the Contract if, in particular, the following remain in conformity with the Contract:
- a) description, type, quantity, quality, completeness and functionality and, in relation to goods with digital elements, also compatibility, interoperability and availability of updates;
 - b) suitability for the specific purpose for which it is needed by the Entrepreneur with consumer rights, which the latter has communicated to the PRODUCER at the latest at the time of the conclusion of the contract and which the PRODUCER has accepted.
- 9.23 In addition, in order to be considered in conformity with the contract, the goods must:
- a) be suitable for the purposes for which such goods are normally used, taking into account applicable law, technical standards or good practices;
 - b) appear in such quantity and have such characteristics, including durability and safety and, in respect of goods with digital elements, functionality and compatibility, as are typical of goods of that type and which the Entrepreneur with consumer rights may reasonably expect taking into account the nature of the goods and the public assurances made by the PRODUCER, its legal predecessors or persons acting on their behalf, in particular in advertising or on labelling, unless the Entrepreneur demonstrates that:
 - they were not aware of the public assurance in question and, judging reasonably, could not have been aware of it,
 - prior to entering into the Contract, the public guarantee has been corrected in accordance with the conditions and form in which the public guarantee was given, or in a comparable manner,
 - the public assurance did not affect the decision of the Entrepreneur with consumer rights to enter into the contract;
 - c) be supplied with such packaging, accessories and instructions as the Entrepreneur with consumer rights may reasonably expect it to be supplied with;

- d) be of the same quality as the sample or model which the PRODUCER made available to the Entrepreneur with consumer rights before the conclusion of the contract and correspond to the description of such sample or model. <https://zanshin.pl/pl/i/Regulamin-sprzedazy-towarow-od-01.01.2023/18>
- 9.24 The PRODUCER shall not be liable for the lack of conformity of the goods to the extent referred to in section 9.16 if the Entrepreneur with consumer rights, at the latest at the time of conclusion of the contract, has been expressly informed that a specific characteristic of the goods deviates from the requirements for conformity with the contract and has expressly and separately accepted the lack of a specific characteristic of the goods.
- 9.25 The PRODUCER shall be liable for the non-conformity of the Goods with the Sales Contract resulting from improper assembly of the Goods if:
- it was carried out by the PRODUCER under its responsibility;
 - the incorrect assembly carried out by the Entrepreneur with consumer rights was due to errors in the instructions provided by the PRODUCER or a third party (for Goods with digital elements);
- 9.26 If the Goods do not comply with the Sales Contract, the Entrepreneur with consumer rights may request repair or replacement.
- 9.27 The PRODUCER may make an exchange when the Entrepreneur with consumer rights requests a repair, or the PRODUCER may carry out a repair when the Entrepreneur with consumer rights requests a replacement, if it is impossible or would require excessive costs for the PRODUCER to bring the Goods into conformity with the Sales Contract in the manner chosen by the Entrepreneur with consumer rights. If the inability or unreasonable cost concerns both repair and replacement, the PRODUCER may refuse to bring the Goods into conformity with the Contract. In such a case, the Entrepreneur with consumer rights may submit a declaration for either a price reduction or withdrawal from the Contract. In assessing the excessiveness of the costs to the PRODUCER, all the circumstances of the case shall be taken into account, in particular the significance of the non-conformity of the Goods with the Sales Contract, the value of the Goods in conformity with the Sales Contract and the undue inconvenience to the Entrepreneur with consumer rights caused by the change in the manner of bringing the Goods into conformity with the Sales Contract.
- 9.28 The PRODUCER shall carry out the repair or replacement within a reasonable time from the moment it is informed by the Entrepreneur with consumer rights of the lack of conformity with the contract and without undue inconvenience for the latter, taking into account the nature of the goods and the purpose for which the Entrepreneur with consumer rights acquired them. The costs of repair or replacement, including in particular postage, freight, labour and materials, shall be borne by the PRODUCER.
- 9.29 Entrepreneur with consumer rights makes the goods subject to repair or replacement available to the PRODUCER. The PRODUCER shall collect the goods from the Entrepreneur with consumer rights at its own expense.
- 9.30 If the goods have been assembled before the non-conformity of the goods with the contract becomes apparent, the PRODUCER shall disassemble the goods and reassemble them after repair or replacement or have this done at its own expense.
- 9.31 Entrepreneurs with consumer rights are not obliged to pay for the ordinary use of goods that are subsequently replaced.
- 9.32 An entrepreneur with consumer rights may submit a declaration for a price reduction or withdrawal from the contract if the Goods do not comply with the Sales Contract, when:
- The PRODUCER has refused to bring the goods into conformity with the Sales Contract,
 - The PRODUCER has not brought the goods into conformity with the Sales Contract,
 - the non-conformity of the goods with the contract continues, even though the PRODUCER has tried to bring the goods into conformity with the contract,
 - the lack of conformity of the goods with the Sales Contract is substantial enough to justify either a reduction in price or withdrawal from the contract without prior resort to remedies,
 - it is clear from the PRODUCER's statement or the circumstances that it will not bring the goods into conformity with the Sales Contract within a reasonable time or without undue inconvenience for the Entrepreneur with consumer rights.
- 9.33 The reduced price must be in such proportion to the contract price as the value of the non-compliant goods remains to the value of the compliant goods.
- 9.34 The PRODUCER shall reimburse the Entrepreneur with consumer rights the amounts due as a result of the exercise of the right to price reduction immediately, but not later than within 14 days of receipt of the consumer's declaration of price reduction.

- 9.35 Entrepreneurs with consumer rights may not withdraw from the contract if the lack of conformity of the goods with the contract is insignificant. The lack of conformity of the goods with the contract is presumed to be significant.
- 9.36 The PRODUCER may not accept the declaration of the Entrepreneur with consumer rights to withdraw from the Sales Contract if it demonstrates that the lack of conformity of the Goods with the Sales Contract is insignificant.
- 9.37 Any complaints relating to the Goods or the performance of the Sales Contract may be made by the Entrepreneur with consumer rights in any form, in particular:
- a) by e-mail to: knoocker@knoocker.com,
 - b) in writing to the following address: Knoocker sp. z o.o. ul. Głogowska 216, 60-104 Poznań, marked "COMPLAINT",
 - c) by telephone at : +48 726 020 444
- 9.38 The PRODUCER shall respond to the complaint within 14 days of its submission.
- 9.39 An entrepreneur with consumer rights may use the out-of-court dispute resolution system. The competent entity for the PRODUCER in this respect is the Regional Trade Inspectorate in Poznań (address: Aleje Marcinkowskiego 3, 60-967 Poznań; information is also available on the website at: <https://poznan.wiih.gov.pl/>).

9.

[Force Majeure]

- 10.1 The PRODUCER shall not be liable towards the Contractor or Buyer for acts or omissions resulting from events deemed to be force majeure, understood as unforeseen or extraordinary circumstances, such as in particular fires, strikes, riots, terrorist acts, non-operational public utilities, lack of production capacity and other cases resulting in suppliers' failure to meet deadlines, theft or hijacking, martial law, unforeseen changes in the law establishing production or import limitations, etc., which prevent the placement or completion of the Order or concluded agreements, including in compliance with these GTS.
- 10.2 The PRODUCER shall immediately inform the Buyer of the occurrence of an event deemed to be force majeure. If, for this reason, the PRODUCER is unable to fulfil its obligations, the PRODUCER shall be entitled to cancel the Order by written notice. In such case, the Buyer shall not be entitled to claim compensation for the damage suffered as a result of the cancellation of the Order due to the consequences of force majeure.
- 10.3 The PRODUCER stipulates that an act of force majeure cannot cause the Buyer to fail to pay the amounts due under the Orders fulfilled by the PRODUCER.

10.

[Intellectual property rights]

- 11.1. Unless the Parties have agreed otherwise, in writing in order to be valid, these GTS, as well as any agreements concluded between the Parties, shall not result in the transfer to the Buyer, nor shall they constitute an authorisation for the Buyer to use and benefit in any way from the Intellectual Property Rights held by the PRODUCER, in particular the PRODUCER shall not grant any licence to use and benefit from these rights.
- 11.2. The Buyer shall not make any changes or modifications to the Goods without the prior written consent of the PRODUCER, otherwise being null and void, and in particular shall not make any changes to the logos or trademarks found on the Goods, nor remove logos, nor place stickers or sticker labels on the Goods, EAN codes or packaging.
- 11.3. It shall also be deemed an infringement of the Intellectual property right if the Buyer distributes, without the written consent of the PRODUCER, any type of intellectual property right of the PRODUCER, in particular in relation to the Goods, trade names, patterns, symbols, emblems, slogans, advertising material, photographs, designs, catalogues, service marks and any other information, descriptions and documents created or belonging to the PRODUCER.
- 11.4. The Buyer shall refrain from any action that may constitute an infringement of the intellectual property rights or copyrights of the PRODUCER in accordance with the applicable legal regulations, and in particular shall refrain from the use and handling of the Goods in a manner that may infringe said rights in an actual or potential manner.
- 11.5. If the Contractor or the Buyer becomes aware of any infringement of the PRODUCER's Intellectual property rights, the Contractor or the Buyer shall immediately notify the PRODUCER of this fact and

cooperate fully with the PRODUCER to the extent of its abilities in order to remedy the infringement and to the extent necessary for the PRODUCER to assert its claims for infringement.

11.6. The Buyer shall not be entitled to authorise third parties to use or handle the PRODUCER's Intellectual property rights. The Buyer shall be obliged to include information on the absence of such rights in the contracts it enters into with third parties concerning the Goods and to draw particular attention of its customers to them.

11.7. In the event that the Intellectual property rights referred to above are infringed by or with the participation of the Contractor or the Buyer, the PRODUCER shall, irrespective of any other rights to which it is entitled under these GTS and generally applicable laws, be entitled to claim from the Contractor or the Buyer a contractual penalty in the amount of PLN 500,000.00 for each identified case.

11. [Confidentiality]

12.1. The Parties agree that the business terms and conditions under which the Parties shall conduct their co-operation, especially the individual discount terms granted, as well as the Orders and payments shall be deemed confidential information of the PRODUCER.

12.2. Notwithstanding the regulation 11.1. of the GTS, confidential information shall also mean all information obtained by the Contractor or the Buyer in the course of fulfilment of the Orders or cooperation between the Parties, the disclosure of which could result in damage to the PRODUCER or violation of its personal rights. In particular, confidential information consists of technical and technological information of the company, including data concerning equipment and the layout of the company's facilities as well as any data on plans and specifications; information concerning software; information concerning inventions, utility models, or any solutions protected by intellectual property law; customer lists and any information concerning customers; marketing, promotional and other business plans; any information concerning the commercial and organisational aspects of the company's activities.

12.3. The Contractor or the Buyer undertakes to take all necessary steps and measures to protect the confidential information from disclosure to unauthorised persons.

12.4. The obligations referred to in this section shall remain in force for the entire duration of the cooperation between the Parties under these GTS and after termination of the cooperation indefinitely, unless the PRODUCER exempts the Contractor or the Buyer from this obligation in advance in writing, otherwise being null and void.

12.5. In the event of violation by the Contractor or the Buyer of the rules referred to above, the PRODUCER, irrespective of its other rights under the law or these GTS, shall have the right to claim from the Contractor or the Buyer a contractual penalty in the amount of PLN 500,000.00 for each identified case.

12. [Personal data]

12.6. In the event that any personal data is provided by the Contractor or the Buyer in connection with the Order process, the controller of such data is the PRODUCER.

12.7. The personal data provided will be processed for the purpose of fulfilling the Order by the PRODUCER and for the legitimate interests of the PRODUCER.

12.8. If the Contractor or Buyer voluntarily agrees to the processing of personal data in order to inform them electronically about the PRODUCER's current offer, the personal data will also be used for direct marketing purposes.

12.9. The personal data is processed pursuant to generally applicable laws, for the purpose of performing the contract between the PRODUCER and the Purchaser, as well as on the basis of voluntarily given consent.

12.10. The PRODUCER may process the Purchaser's personal data for a legitimate purpose, which is, in particular, the possible assertion of claims, the keeping of statistics, internal reporting, customer satisfaction research and marketing,

12.11. The PRODUCER may transfer the Buyer's personal data to transport or accounting companies, as well as to entities providing other ancillary services to the PRODUCER, and shall be obliged to secure such personal data with a separate data processing entrustment agreement.

12.12. The collected personal data shall be stored by the PRODUCER for the period necessary for the performance of the Order and/or the period of cooperation between the Parties in accordance with these GTS, but not less than until the expiry of the statute of limitations for claims related to the performance of the Order and/or cooperation between the Parties and the expiry of the period required by the provisions of the Accounting Act,

- 12.13. The Buyer may at any time request the PRODUCER to access their personal data, to rectify it, to restrict its processing to the extent specified by the PRODUCER, as well as to delete their personal data, the Buyer may also at any time object to their data being processed by the PRODUCER in order to pursue its legitimate interest,
- 12.14. The Buyer may at any time request the transfer of their personal data by the PRODUCER to an entity designated by them, provided that this is technically possible,
- 12.15. If the Buyer's personal data is processed solely on the basis of the consent given, the Buyer shall have the right to withdraw consent at any time, which shall not, however, affect the lawfulness of the processing of such data until the PRODUCER has been informed of the withdrawal of consent.
- 12.16. In the event of improper processing of personal data, the Buyer has the right to lodge a complaint with the national data protection supervisory authority.
- 12.17. Provision by the Buyer of personal data within the scope indicated in the GTS is the condition of proper fulfilment of the Order by the PRODUCER; in case of failure to provide such data, proper performance of the contract may prove impossible, in particular it will not be possible to deliver the goods and issue a purchase document.
- 12.18. The above provisions shall apply mutatis mutandis to the personal data of third parties other than the Buyers received by the PRODUCER from the Buyers, in particular employees, co-workers, subcontractors of the Buyers involved in the process of Order processing. However, the personal data of these persons is only processed to the extent and for the period of fulfilling the Order, and their data is passed on to the recipients involved in the process of fulfilling the Order.

12.
[Cancellation]

- 12.19. Without prejudice to other provisions of these GTS, in the event of non-performance or improper performance by the Contractor or the Buyer of any of their obligations under the Order or these GTS, the PRODUCER shall be entitled – without the necessity of setting an additional deadline - to cancel the entire Order for reasons attributable to the Contractor or the Buyer, and in the event of an Order processed in batches - at its own discretion, to cancel the Order in its entirety, or to cancel the Order in the part concerning deliveries which have not yet been completed.
- 12.20. In the event of the circumstances referred to in section 14.1 above, all claims of the PRODUCER against the Contractor or the Buyer existing as at the date of the declaration of cancellation shall become immediately enforceable.
- 12.21. Notwithstanding regulation 14.1, the PRODUCER shall be entitled to exercise the right to cancel the Order under the conditions indicated therein for reasons attributable to the Buyer, also in the event of:
 - a. the filing of an insolvency motion against the Purchaser or a motion to initiate restructuring proceedings or other proceedings having similar effects;
 - b. the commencement of liquidation by the Buyer, or in the event of the commencement of proceedings by other authorities aimed at liquidating or removing the Buyer from the National Court Register;
 - c. the submission by the Contractor or Buyer of a request for the payment in instalments of liabilities resulting from public law or social security obligations.
- 12.22. In the event of a declaration of cancellation of the Order for reasons attributable to the Buyer, the PRODUCER shall be entitled to claim from the Buyer payment of a contractual penalty in the amount of the Price of the Goods covered by the Order, or part thereof, to which the cancellation applies.

13.
[Final provisions]

- 13.1. The Buyer may not transfer the rights or obligations arising from these GTS or the Order to a third party without the prior express and written consent of the PRODUCER.
- 13.2. The Contractor or the Buyer shall be obliged to inform the PRODUCER of any change of data to the extent necessary to ensure the due performance of the cooperation between the Parties, especially the change of mailing addresses. Such a change should be made in writing. Until the PRODUCER is properly notified of a change of address, all correspondence, documents and information relating to the performance of these GTS delivered by the PRODUCER to the previous address shall be deemed to have been effectively delivered to the Contractor or the Buyer.

- 13.3. The GTS and the Orders and agreements between the Parties to which these GTS apply in whole or in part shall be governed by Polish law.
- 13.4. These GTS and any Orders and agreements between the Parties to which these GTS apply in whole or in part shall not be governed by the Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980 pursuant to Art. 6 of the Convention in question.
- 13.5. Any and all disputes relating to the GTS, the Orders, and agreements between the PRODUCER and the Contractor or the Buyer, to which these GTS apply, irrespective of their title, and which cannot be resolved by way of negotiations, shall be settled by a Polish court with territorial and material jurisdiction over the registered office of the PRODUCER.
- 13.6. Any amendments to the GTS, as well as agreements between the PRODUCER and the Buyer to which these GTS apply, upon a specific Order, shall be subject to the consent of the Parties expressed in writing in order to be valid.
- 13.7. Pursuant to these GTS, the Contractor or the Buyer shall not have the right to set off its claim against the claim due to the PRODUCER by virtue of the sale of the Goods without the written consent of the PRODUCER otherwise being null and void.
- 13.8. These GTS and the attached PRODUCER's Warranty Terms and Conditions form an integral whole.
- 13.9. Whenever the GTS indicate the need to perform an action in written form, the Parties shall also allow such action to be performed in documentary form.
- 13.10. These GTS shall enter into force and apply to each Contractor from 1 January 2023 and shall remain in force until they are superseded by the GTS in the amended version, of which the Contractor or the Buyer with whom the PRODUCER cooperates shall be informed in writing or by e-mail.