

## General Sales Conditions BIS sp. z o.o. - 2025

1. The document of General Sales Conditions (hereinafter referred to as “**GSC**”) constitutes general sales conditions within the meaning of Art. 384 of Civil Code (hereinafter referred to as “**C.C.**”) and defines the terms and conditions for conclusion, validity and performance of the sales contracts and general (framework) sales contracts concluded by **BIS sp. z o.o. with its head office in Lodz, 34 Konstantynowska Street, NIP: 7272847205, REGON: 387875313** (hereinafter referred to as **BIS** or **Seller**) as a seller of the goods covered by the BIS offer (hereinafter referred to as “**goods**”) with entities ordering and purchasing goods (hereinafter referred to as “**Buyer**”).

2. The provisions of GSC constitute an integral part of each contract or contracts concluded by Seller with Buyer and are binding, unless the Parties decide otherwise under express written contracts or agreements. Acceptance of terms of agreements concluded by the Seller and the Buyer conflicting with GSC requires the Seller's explicit consent expressed in writing, under the penalty of nullity. General terms or other contractual patterns reserved by the Buyer, as well as any remarks that the Buyer attaches or submits with its order or objections that raises to GSC, shall not be binding on the Seller, even if not expressly rejected by the Seller. In the event that a copy of GSC is not sent or delivered to the Buyer along with the order confirmation by the Seller, or is not provided to him on another occasion, GSC shall apply as if they were already known to the Buyer - or should have been known to him - from previous business transactions with the Seller.

3. The advertisements, announcements, price lists and other information about the goods do not constitute an offer within the C.C.

4. Buyer shall test the sample of goods to verify the selection of proper goods for intended use and purpose before placing an order for goods and incorporating goods to production process. Buyer shall test all kind of resistance of goods, including thermal, washing, etc. Conducting the goods' test by Buyer with the use of up to 20 linear meters of each goods is free of charge. Conducting the goods' test with the use of over than 20 linear meters of each kind of goods is payable. The price for goods used for testing (over than 20 linear meters) is agreed individually in each case.

The Seller in no event shall be liable for the suitability of the goods ordered by the Buyer for the Buyer's intended purpose.

5. Orders should be placed only by persons authorised to make statements of will on behalf of Buyer via e-mail to the e-mail address: [zamowienia@biurobis.pl](mailto:zamowienia@biurobis.pl).

6. Confirmations of placed orders shall be sent by Seller to the e-mail address from which the order was placed.

7. The sales contract is concluded at the time of Seller's confirmation of the order placed by Buyer. There is no possibility for the Buyer to withdraw, cancel, or modify the entire or part of the order from this moment. In exceptional circumstances, if the delivery of even a part of the order has not been yet realized, the Seller, at its discretion, may grant written consent upon the Buyer's written request to withdraw, cancel, or modify the entire or part of the order. In such a case the Buyer is obligated to compensate, upon the Seller's first request, all costs and expenses already incurred by the Seller for the purpose of executing the Buyer's order.

8. If the Seller does not send the order confirmation to Buyer within the term of:

- 3 business days from the day of receipt of the order for the goods available in Seller's stock, or
- 7 business days from the day of receipt of the order for the goods not available in Seller's stock that needs to be ordered by Seller for production (this period can be extended in case Seller receives information about lack of raw materials for production),

the sales contract is not concluded, and it means that Seller refused to realise the order, unless Seller began executing the order before the end of above mentioned periods. Buyer is bound by its order within one of above period.

9. In case the confirmation of order includes terms that differ from those specified in the placed order, such confirmation shall be deemed to be a new offer submitted to Buyer by Seller. If within 3 business days from the day of receipt of the order confirmation Buyer will not refuse to conclude a contract under the terms proposed by Seller, it is considered that the sales contract was concluded under the terms included in Seller's offer regarding the terms and conditions specified in Buyers order to the extent that they are consistent with the terms of Seller's offer.

10. Seller reserves the right to realise the order partially while specifying the date of delivery for the remaining part of ordered goods.

11. Seller allows Buyer to place framework orders which means that Buyer is entitled to order goods in larger quantities and the goods are delivered by parts agreed by the parties to Buyer. In this case the goods are stored by Seller and Buyer pays for ordered goods in instalments. Seller issues invoices for particular parts of goods delivered to Buyer. Storage of the goods ordered by Buyer under the framework order may last no longer than 3 months and is free of charge within this period. After expiry of this period Seller shall issue an invoice including all the goods and the goods should be collected by Buyer no longer than within 3 business days. Failure to collect the goods entitles Seller to charge Buyer the costs of storage the goods according to the rates for storage this type of goods, as well as start debt collection procedure to obtain payment for the goods ordered by Buyer. Seller takes into consideration modifications of sales conditions specified in this point of GSC only on the basis of written individual agreement between the parties.

12. The prices of the goods are determined on the basis of the Seller's price list being in force on the day of issuing the VAT invoice or a separate offer submitted by Seller to Buyer. The prices of the goods presented by the Seller in the price lists and offers are net prices. The prices of goods will be subject to VAT at the currently applicable rate, for which the Buyer is responsible for payment. Seller is entitled to grant any discounts and promotions for the goods. The prices are EX work LODZ stock prices.

The prices of the goods mentioned above may change in case of increase in purchase prices of goods from the manufacturer of goods, increase in inflation, incurring by the Seller increased costs related to the delivery of goods, transportation services, labor, and general operating expenses of the Seller's business, the introduction of new taxes or fees, changes in currency exchange rates exceeding 5%, as well as the occurrence of other circumstances beyond the Seller's control that affect the price of the goods. The Seller will inform the Buyer about any prices of goods increases via email.

13. Payment for the goods are made on the basis of invoices issued by Seller through bank transfer to Seller's bank account indicated on the invoice.

14. In advance or postponed term of payment is acceptable by Seller. The payment day is individually agreed with Buyer, however it cannot be longer than 30 days from the date of issuing the invoice. Postponed term of payment may be granted by Seller only after verification of Buyer's financial situation, e.g. in BIK, CIK or with help of companies insuring receivables. In case of granting postponed term of payment Seller is entitled to demand additional security of payment in form of e.g. surety or by promissory note.

15. In the event of Buyer's delay in the payment for the goods Buyer is obligated to make payment for goods (without any separate Seller's notice) including statutory interest for delay in commercial transaction counted from the day following the payment due date to the day of actual payment. From the day the Seller acquires the entitlement to interest, the Seller is also entitled, without additional demand, to a compensation paid by the Buyer for the costs of recovering the receivables, being an equivalent to the following amounts: 40 euros – when the overdue amount does not exceed 5000 PLN; 70 euros – when the overdue amount exceeds 5000 PLN but is lower than 50,000 PLN; 100 euros – when the overdue amount is equal to or exceeds 50,000 PLN. Moreover such delay in payment entitles Seller to suspend immediately the realization of any other orders placed by Buyer and confirmed by Seller, and also to refuse confirmation of orders placed by Buyer until Buyer settles the entire arrears with interest due. In such a case Buyer is not entitled to demand any monetary compensation, including damages, for Seller's failure of realization of orders.

16. Regardless of the above Buyer's delays in payment for goods lasting longer than 14 days authorize Seller to withdraw from the framework sales contract or sales contract without setting additional payment time for Buyer.

17. In each case of delay in payment for goods Seller is entitled to demand return of goods already delivered. In such a case Buyer is obligated to return goods on his own expense and risk within the term specified in Seller's demand. The return of goods includes loading, transportation and unloading of goods at the place and time indicated by Seller. Moreover Buyer shall pay fee for wear or deterioration of returned goods on Seller's demand.

18. In case of sale with postponed term payment Seller reserves ownership of delivered goods until Buyer pays entire price due for the goods. However the risk of damage or accidental loss of goods passes to Buyer at the moment of release of goods from the Seller's stock and loading them onto the means of transport to deliver the goods to Buyer.

19. Seller accepts following kinds of delivery of goods:

- own Buyer's transport or organized by Buyer (forwarding, courier, etc.),
- Seller's transport or organized by Seller (individual transport company, courier, etc.).

In case the transportation is organized by Seller, Buyer is obligated to return transport costs to Seller (Seller re-invoices Buyer).

20. The delivery date of goods is agreed with Buyer each time. However, Seller reserves the right to extend the delivery date in case of issues with delivery of goods by the manufacturer of goods or other circumstances beyond the control of Seller that make impossible to deliver the goods on agreed date. In such a case Seller shall inform Buyer via e-mail about the change of the delivery of goods date. In the event that the extension of the delivery date would exceed 3 weeks Seller is entitled to withdraw from the sale contract entirely or partially. In this case, if Buyer has already paid for the goods, Seller is obligated to return the sale price for goods entirely or in part in which Seller withdrew from the sale contract. In case of delivery date change or withdrawal from the contract by Seller, as mentioned above, Buyer is not entitled to any claims for damages or reimbursement of other costs.

21. Seller is obligated to pack properly and prepare goods for transportation, however is not liable for goods during transportation.

22. The release of goods to Buyer occurs at the moment of loading goods onto means of transport with which the goods will be delivered. The delivery and transportation of goods shall be carried out at sole risk and expense of Buyer.

23. A document of WZ including Buyer's order number and batch number of particular goods is issued to each delivery.

24. Buyer is obligated to receipt the ordered goods at the place and time agreed in the contract. In case of failure of performance of this obligation Buyer is obligated to pay for the storage of goods by Seller or by a third party on Seller's request, on the basis of invoice, according to the rates for storage of this type of goods. Seller is also entitled to undertake debt collection procedure immediately.

25. Buyer is obligated to confirm receipt of goods and verify their condition carefully at the moment of delivery. In case of any quantity shortages or damage to the goods during transportation Buyer or the person receiving the goods on his behalf shall place appropriate note on the CRM document at the moment of delivery.

26. In the event the goods are covered by guarantee, the guarantee document issuer is responsible. Seller does not provide the guarantee for the goods and does not take part in the claims procedure.

27. Seller's responsibility for the warranty for physical defects of goods within the meaning of provisions of C.C. is excluded.

28. Buyer is obligated to store the goods for no longer than their validity/ usefulness period which is 12 months from the date of sale, and in case of framework sales contracts from their delivery date to Sellers warehouse, in the conditions strictly specified for particular type of goods in TDS.

29. Seller is not liable for non-performance or improper performance of the sales contract, except in the event of intentional acts by Seller or persons acting on its behalf. In any case, if Seller bears the liability mentioned above, it is limited only to the losses actually incurred by Buyer and does not include lost profits. In any case the upper limit of the Seller's liability towards the Buyer under the sales agreement, as well as any possible related claims, cannot exceed the sum of net prices of the goods included in the order to which such liability and claims relate.



30. The Seller is exempted from the obligation of the fulfillment of its contractual obligations and is not liable for non-performance or improper performance of the sales contract from the moment of Force Majeure event occurrence. Force Majeure event means the occurrence of an event or circumstances beyond the reasonable control of the Seller, which renders impossible or difficult the fulfillment of one or more of the Seller's contractual obligations. Force Majeure events include, in particular: war, hostility, invasion, actions by foreign enemies, mass military mobilization, civil war, riots, rebellion, or revolution, military coup or seizure of power, act of terrorism, sabotage, or piracy, currency and trade restrictions, embargoes, sanctions; compliance with any law or government regulation, expropriation, seizure, confiscation, nationalization, pandemic, epidemic, fire, storm, tempest, flood, earthquake, or other natural disasters or events, breakdown or unavailability of all or part of the manufacturer's machinery, manufacturer's factory, transportation services, loading, or telecommunications installations, unavailability or restriction of energy or raw material supplies, general labor disturbances, such as boycotts, strikes, and lockouts, work slowdowns, occupation of factories and premises. When the effect of a Force Majeure event is temporary, liability shall be excluded only for the period during which the Force Majeure event disables the execution of the sales agreement.

31. The Seller is entitled to terminate the framework sales agreement or the sales agreement in writing immediately without a notice period in the following cases: - the Buyer infringes any provision of the GSC, and if the infringement can be remedied or ceased, fails to cease or remedy it within 14 days from the date of the Seller's written request to cease or remedy the infringement by the Buyer; - the bankruptcy of the Buyer is declared, liquidation proceedings are initiated, or the Buyer effectively ceases conducting its business activities; - at the Seller's discretion, the Buyer's financial situation deteriorates to such an extent that the Buyer's ability to fulfill its contractual obligations is jeopardized.

32. In case the Seller is obligated by the manufacturer of the goods to withdraw a particular type or series of goods from the market and cooperate with the manufacturer in this regard, this obligation also transfers to the Buyer. In such a case, the Buyer is required to fully cooperate with the Seller and the manufacturer of the goods and comply with the Seller's or manufacturer's recommendations or instructions, as well as (if applicable to the Buyer) cease further distribution or resale of goods being withdrawn from the market.

33. If any of the provisions of GSC is or will occur invalid or ineffective it shall not effect on binding force of other provisions of GSC. In such a case mandatory provisions of binding law on the rights and duties of the parties instead of invalid or ineffective provision of GSC shall apply.

34. The law applicable to all contractual rights and duties of the parties is Polish law.

35. Any disputes that may arise between the parties shall be settled by the court competent for the head office of the Seller.