

GENERAL TERMS AND CONDITIONS OF SALE AND PRODUCT DELIVERY

1. Definitions

The following definitions apply to these General Terms and Conditions:

"BSG" – BSG Sp. z o.o. with its registered office in Zgierz.

"Buyer" – any natural or legal person intending to conclude or having concluded a Contract with BSG, or who receives a price offer from BSG with a view to concluding such a Contract.

"Contract" – any agreement for the sale and delivery of Products by BSG to the Buyer, including any amendments, supplements, and all documents and acts executed in preparation for or in performance of the Contract, excluding agreements concluded via the Internet.

"Products" – all goods sold or to be sold by BSG under the Contract.

"General Terms and Conditions of Sale and Delivery of Products" – these general terms and conditions, hereinafter referred to as "GTC".

2. Scope of Application

The GTC govern the terms of Contracts concluded by BSG with the Buyer.

The GTC do not apply to consumer sales within the meaning of the Civil Code and the Consumer Rights Act.

The GTC form an integral part of all price lists and Contracts. They also apply to all price inquiries and negotiations regarding prices or Contracts. The GTC are made available to the Buyer as an annex to the Contracts or, at the latest, when placing an order. They are also accessible on the BSG website at www.bsg.pl.

If the Buyer maintains an ongoing commercial relationship with BSG, acceptance of the GTC with one order shall be deemed acceptance for all subsequent orders and Contracts.

In the event of a conflict between the GTC and the provisions of a Contract, the Contract provisions shall prevail.

Any additional or conflicting standard contractual terms contained in documents issued by the Buyer, whether before or after documents issued by BSG, shall not be deemed accepted unless such acceptance is expressly stated in the Contract and it is clearly indicated that the GTC are excluded to that extent.

3. Price Lists

Announcements, advertisements, catalogs, and other promotional materials concerning goods offered by the Supplier are for informational purposes only and do not constitute an offer as defined in Article 66(1) of the Civil Code. Samples and templates presented by BSG serve only as illustrative and display materials.

Final prices of goods and services are determined as of the date BSG accepts the order.

Prices listed in price lists (provided via email, orally by the Customer Service or Sales Department, or by other means) may be changed by BSG depending on market conditions for components required to manufacture the Products. Such price changes do not constitute amendments to the Contract and only require BSG to notify the Buyer of the adjustment coefficient applied.

Deviations from the applicable Price Lists are effective from the time they are confirmed in writing by BSG and apply only to the specific transaction.

Prices and rates provided by BSG are net prices and rates, to which value-added tax is added in accordance with applicable rates. Prices include standard packaging costs.

4. Contract Formation

The basis for concluding a Contract is the submission of an order by the Buyer. Orders may be submitted in writing (email) or by phone.

To be valid, all declarations exchanged between the parties for the purpose of concluding or amending a Contract must be delivered in writing, by post, fax, or email.

The parties exclude the possibility of tacit (implied) acceptance of orders within the meaning of the Civil Code. Order confirmation will always be sent to the Buyer in writing or via email or fax.

Lack of order confirmation as specified in section 4(c) means that no Contract has been concluded.

Changes to the Contract shall apply only to the specific Contract and particular transactions.

The Buyer is obliged to promptly notify BSG in writing of any change in its registered office or place of residence, correspondence address, or contact details. Failure to do so will render deliveries to the addresses indicated in the order or signed Contracts or other business arrangements as effective.

In case of production limitations by BSG for any reason, BSG may sell and deliver to the Buyer a smaller quantity of Products than specified in the Contract. The Buyer will be notified in writing via email. The remuneration shall be reduced proportionally to the delivered quantity.

5. Product Delivery

In the case of delivery to the Client, the delivery is deemed completed upon delivery of the Products to the designated destination.

For personal collection by the Client, delivery is deemed completed upon collection of the Products from BSG's warehouse.

Upon issuance of the Products by BSG, the benefits and burdens associated with the Products, as well as the risk of accidental loss or damage, pass to the Buyer.

The Buyer is obligated to cooperate with BSG in the delivery process and to accept delivery of the Products.

Agreed delivery dates are approximate and non-binding. BSG will make reasonable and honest efforts to meet the agreed delivery deadlines.

Delivery dates and periods may be suspended until the Buyer fulfills any overdue payment obligations to BSG or fails to provide the necessary information for BSG to fulfill the delivery.

BSG shall not be liable for any damages arising from delays or failure to meet delivery deadlines, unless otherwise agreed by the Parties.

BSG reserves the right to make changes to the Products presented in its catalogs, brochures, other printed materials, and on the website, as well as to remove Products from its offering. BSG is not liable for graphical differences between delivered Products and their illustrations in catalogs, brochures, the website, or other printed materials.

If the Buyer refuses to accept the delivery of ordered Products supplied by BSG, BSG reserves the right to withdraw from the Contract in whole or in part and charge the Buyer with incurred costs, including invoicing, shipping documents, product preparation, storage, transport, and, if necessary, product disposal.

6. Invoicing and Payments

Unless otherwise agreed in the Contract, BSG issues the invoice no later than within 7 days of the delivery date.

BSG invoices must be paid in the agreed currency and within the payment terms specified on the invoices. If the invoice does not specify a payment term, payment shall be made within 30 days of the invoice delivery date.

The Buyer is not entitled to make deductions from the invoice amount or to suspend payment obligations.

If the Buyer does not contest the invoice in writing within 7 business days of its delivery, the invoice shall be deemed accepted.

Payments made by the Buyer shall first be allocated to ancillary overdue amounts, and only then to the principal outstanding amount.

BSG has the right to refuse to execute any new orders from the Buyer if the Buyer has not paid any overdue invoices.

7. Warranties and Complaints

These GTC apply exclusively to sales between business entities.

BSG provides a warranty for transparent adhesives for a period of 12 months and for colored adhesives for a period of 6 months from the date of production, unless otherwise specified in the Contract. In order to benefit from the warranty, the Buyer must present a proof of purchase (VAT invoice) and a delivery/receipt document (WZ). In each case, the complaint must be supported by a complaint protocol and photographic documentation prepared by the Buyer immediately after filing the complaint. A complaint protocol template is available at www.bsg.pl.

BSG makes no other warranties, express or implied, including fitness for a particular purpose.

The parties hereby exclude the application of the Civil Code provisions on statutory warranty ("rękojmia").

Claims regarding differences in assortment or quantity of the Products compared to the order expire unless noted by the Buyer on all copies of the delivery documents at the time of delivery.

Claims regarding visible defects or damages to the Products expire unless submitted in writing within 3 days of delivery.

Claims for other defects must be submitted in writing within 7 business days of either a) the delivery date or b) the date of defect discovery, provided the Buyer proves the defect could not have been discovered earlier.

Complaints will not be accepted if:

- the defect resulted from improper use or storage by the Buyer,
- the Product was modified or processed,
- the Product was produced or packaged according to the Buyer's instructions using materials selected by the Buyer,
- the defect falls within industry-accepted deviations in quantity, color, finish, size, or composition.

The Buyer must enable BSG to examine the complaint and cooperate fully. BSG may conduct its own assessment or appoint an independent expert. The Buyer will bear the costs if the complaint is found to be unfounded.

Failure to meet the deadlines and documentation requirements results in loss of the right to warranty claims.

Until the complaint is resolved, the Buyer must store the Products properly to avoid damage or loss.

Using visibly defective Products disqualifies the Buyer from any claims.

Complaints will be reviewed within 30 days.

To be considered, complaints must include:

- written complaint submission,
- copy of the purchase invoice,
- identification labels from the product batch,
- applicable WZ documents.

If the complaint is incomplete, BSG may either:

- proceed to investigate based on available information, or
- request missing information/documents within 7 business days under penalty of rejection.

Filing a complaint does not exempt the Buyer from payment.

In case of a confirmed defect, the Buyer is entitled only to product replacement. If replacement is impossible, BSG may reduce the price in agreement with the Buyer.

Product use guidelines are for reference only and do not constitute grounds for defect claims.

8. Liability

The Buyer acknowledges that BSG, as the supplier, is not liable for any defects, malfunctions, or damage to the Products occurring after the Products have been delivered to the Buyer.

BSG shall not be liable for indirect damages, including consequential damages, loss of profit, business interruption losses, non-economic damages, direct commercial losses, or any other financial losses, including any third-party claims in the broadest sense, claims from end users, or from the Buyer's personnel.

If BSG is found liable to the Buyer for any damages arising from the Contract, the GTC, and/or by operation of law, such liability shall be limited to the amount paid under BSG's civil liability insurance.

If the insurer fails to make a payment for any reason, BSG's liability shall be limited to the invoice amount (excluding VAT) for the Contract in question. If partial deliveries have been

agreed upon, liability is limited to the value of the invoice (excluding VAT) for the part of the delivery most closely related to the event causing the damage.

BSG shall not be required to compensate any damage if, at the time of the event causing the damage, the Buyer is in default of any obligation towards BSG or has willfully or grossly negligently breached the Contract.

If the Buyer is a distributor or dealer of BSG, they must provide end users with BSG's safety regulations and technical documentation and inform them that these materials must be followed strictly. BSG shall not be liable for damages resulting from the Buyer's failure to provide such materials to their customers.

If the Contract entitles BSG to claim a contractual penalty, BSG also has the right to seek compensation exceeding the value of the penalty.

9. Force Majeure

Neither party shall be held liable for improper performance, including delays or failure to perform, due to force majeure.

Force majeure refers to any circumstances or events beyond BSG's reasonable control, regardless of foreseeability at the time of the Contract, which make it impossible to expect BSG to fulfill its obligations. This includes natural disasters, strikes, labor disputes, war, shortages of raw materials, epidemics, transport issues, import/export bans, governmental measures, explosions, fires, freezing temperatures, heat waves, communication or power supply failures, or operational disruptions at BSG's facilities or warehouses. Force majeure affecting BSG's suppliers shall also constitute force majeure for BSG.

The parties must notify each other immediately in the event of force majeure.

In the case of force majeure, BSG's obligations shall be suspended for the duration of the event, and the Buyer shall not be entitled to compensation. Force majeure does not release the Buyer from payment obligations.

If the force majeure event lasts longer than 3 months, either party may terminate the Contract with immediate effect, without the right to compensation.

10. Intellectual Property Rights

The Buyer acknowledges that BSG is the sole owner of all intellectual property rights (including existing and future claims) lawfully acquired and related to the Products, projects (including those made at the Buyer's request), processes, presentations, opinions, drawings, printed materials, photographs, files, websites, brochures, and catalogs. This includes, in particular, copyrights, patent rights, trademarks, and trade names used and/or appearing during the term of the Contract.

If a third party infringes BSG's intellectual property rights, the Buyer shall immediately notify BSG by phone and in writing. Upon BSG's request, the Buyer shall provide all relevant documentation and information and offer full cooperation.

The Buyer is obliged to maintain confidentiality with regard to all data, information, opinions, and documentation received from BSG.

11. Personal Data Protection

To the extent necessary for the performance of the Contract, BSG is entitled to process and store the Buyer's personal data in accordance with applicable data protection laws.

12. Final Provisions

If any provision of the GTC or the Contract is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties shall replace any invalid or unenforceable provision with a new one that most closely reflects the original intent.

BSG may amend the GTC. The Buyer shall be deemed to have accepted any amendments if they become aware of the changes and do not terminate the Contract at the next available termination date.

Polish law shall exclusively govern the Contracts. The court with jurisdiction over BSG's registered office shall have exclusive jurisdiction to resolve any disputes.