

KONSPORT'S GENERAL TERMS OF SALE  
Rev. 9 August 2023r.

I. DEFINITIONS

1. GTS – General Terms of Sale – the regulations which set forth the general terms of commercial dealings between the Seller (KONSPORT) and the Buyer/Distributor.
2. Seller/Manufacturer – The enterprise PRZEDSIĘBIORSTWO KONSPORT Mieczysław Majewski, Dobków 1, 98-105 Wodzierady, NIP [Tax Identification Number]: 831-100-23-01, REGON [National Business Registry Number]: 730-191-012.
3. Buyer/Entrepreneur – a natural person, a legal person, or a non-corporate body granted legal capacity under separate legal provisions, that conducts business activities in its own name. Communication shall occur by electronic means – via e-mail or in person at the Seller's place of business.
4. Distributor – an Entrepreneur acting in its own name and on its own account that is an entity independent of the Manufacturer, independently makes decisions and undertakes the economic risk, has a permanent business relationship with the Seller under separate terms, and is entitled to purchase, sell and distribute Merchandise manufactured by and purchased directly from the Manufacturer. Communication shall occur via the Distributor's Zone.
5. Merchandise – products sold by the Manufacturer.
6. Service – assembly and servicing actions undertaken to satisfy the Customers' needs that are performed by the Manufacturer.
7. Business days – days from Monday through Friday, taking into consideration any public holidays.
8. Distributor's Zone – an online platform for communication between the Seller and the Distributor.

II. GENERAL PROVISIONS

1. These General Terms of Sale (GTS) shall be an integral part of any contracts of sale, transaction and/or merchandise delivery performed by the enterprise PRZEDSIĘBIORSTWO KONSPORT Mieczysław Majewski, Dobków 1, 98-105 Wodzierady, NIP [Tax Identification Number]: 831-100-23-01, REGON [National Business Registry Number]: 730-191-012 and the Buyer/Distributor who purchases the Merchandise connected with its economic or professional activities.
2. The GTS may only be accepted without reservations.
3. The GTS shall apply to every order, delivery and contract of sale performed by the Seller until the contents hereof are amended.
4. The current version of the GTS is publicly available at the Seller's registered office or at [www.konsport.com.pl](http://www.konsport.com.pl) or via the Distributor's Zone.
5. The Manufacturer shall reserve the right to unilaterally amend the contents hereof and to publish an appropriate notice in accordance with Paragraph 4.
6. No information contained in any materials made available by the Manufacturer, in particular leaflets, advertisements, brochures, price lists, product catalogues and display gardens shall constitute a sample or template referred to in Article 556<sup>1</sup>(1) of the Civil Code, or affect any voluntary declaration of the will to enter into a contract with the Seller.
7. The Manufacturer shall reserve the right to introduce changes, in particular technical, material, structural and colouristic changes, to its products.

III. OFFERS

1. The Seller's offers shall remain tentative with regard to the quantity as well as to the delivery and receipt dates.
2. The Seller shall reserve the right to withdraw from or revise an offer at any time. The foregoing shall not apply to any offers where the Seller sets forth the date and validity of the offer in writing.
3. The date and validity of an offer shall be binding upon the Seller for the duration set forth therein, but for no longer than 10 calendar days from the date of submission of the offer.

#### IV. PRICES

1. The price of merchandise shall be determined on the basis of any arrangements applicable as of the date of confirmation of the order.
2. Any prices shall always be net prices (VAT exclusive) expressed in PLN.
3. The VAT rate arises from the currently applicable provisions of the tax law, and the Buyer/Distributor shall add the same to the final price of the Merchandise.
4. Any prices contained in the price list shall be retail prices.

#### V. ORDERS

1. The Seller shall accept orders placed electronically (via e-mail), in person at the Seller's registered seat, and via the Distributor's Zone.
2. An order must contain:
  - a) the Buyer's complete data necessary to issue a VAT invoice,
  - b) detailed specification which enables unambiguous identification of the Merchandise, specifying the product type, as well as the dimensions, quantity and colour of the merchandise.
3. The Buyer/Distributor shall be obliged to order products by the names and codes thereof used in the Seller's price lists, catalogues and product catalogues.
4. The Buyer/Distributor shall bear liability for any consequences of the provision of any incorrect or incomplete data in an order that prevent or hinder the processing or proper completion of the order.
5. Placement of an order shall not be binding upon the Seller, and a failure to reply/confirm shall not constitute tacit acceptance of the order.
6. The Seller may accept an order if he considers that has received from the Buyer any information necessary for the performance thereof.
7. An order shall be accepted on the day on which the Seller confirms the quantity, prices and delivery date.
8. The Seller shall confirm acceptance of an order electronically within an objectively justified period of time.
9. Confirmation of an order by the Seller shall constitute conclusion of a contract of sale and acceptance of the terms and conditions set forth in the order confirmation.
10. Any amendments wished to be made to an order that have been communicated via the Distributor's Zone may be made solely with the consent of both Parties.
11. No confirmed order may be cancelled or modified by the Buyer without the Seller's consent. In the event that a confirmed order is withdrawn or modified, the Buyer/Distributor shall bear any costs connected therewith.

#### VI. DELIVERY AND RECEIPT OF MERCHANDISE

1. Unless agreed otherwise, the Merchandise shall be sold without transport, according to the formula EXW (ex-work) - the Seller's manufacturing plant. Any terms and conditions pertaining to the delivery of and liability for the merchandise shall be interpreted in accordance with Incoterms 2010.
2. Any Merchandise shall be received solely on business days, from 8:00 a.m. until 3:00 p.m., unless the Seller agrees to receive the same on a different date and/or at a different time.
3. In each instance, the Seller shall confirm, by giving reasonable notice, his ability to load the merchandise on a specific day / at a specific time. The Seller shall bear no liability for any delay of the delivery, and the Buyer/Distributor shall not be entitled to cancel an order due to a delay in the loading or delivery, irrespective of the cause thereof.
4. The Buyer/Distributor shall be obliged to receive the Merchandise from the Seller's warehouse on a date agreed upon with it, but no later than within 14 business days from the notification of the availability thereof.
5. In the event of a delay in the receipt, the Buyer/Distributor may be charged with the storage costs in an amount equivalent to 1% of the sale value of the unreceived merchandise per each day of storage. If the delay exceeds 30 business days, the Seller shall be entitled to renounce the contract by means of a unilateral declaration submitted to the Buyer/Distributor.
6. The Seller may deliver the merchandise to the Buyer/Distributor via any external shipping/transport companies acting upon the Seller's orders, having previously agreed upon the terms and conditions thereof with the Buyer/Distributor. If necessary, the Seller may pay the transport cost in advance and charge the Buyer/Distributor therewith, including the same as a separate entry in the Merchandise invoice.
7. The Buyer/Distributor shall provide the complete data necessary to draw up any customs/import documents. In the event that the Seller does not receive such documents from the Buyer/Distributor, the Seller shall bear no liability for any fines, differences in the duty rates on imports to the country of destination, and any other consequences arising from erroneous or incomplete documentation.

8. The Buyer/Distributor shall be obliged to obtain any permits, in particular import licences, that may be required by foreign administrative authorities. The Merchandise being delivered shall be intended for use in the country of destination set forth in the Commercial Documents. The Buyer shall be obliged to obtain by itself any information on any permits required in the event of re-export of the Merchandise.
9. A delivery shall be deemed complete:
  - a) in the event of receipt using the Buyer/Distributor's own transport – upon completion of the loading of the Merchandise,
  - b) in the event that transport is organised by the Seller – immediately upon delivery of the Merchandise to the destination and prior to the unloading.
10. Upon delivery of the Merchandise, the Buyer/Distributor shall be obliged to conduct an inspection for any possible transit damage. Any damage ascertained must be recorded in the form of a damage report in the presence of the carrier. The Buyer/Distributor shall be obliged to notify the Seller of any impediments no later than on the business day following the inspection. Failure to fulfil such obligation within the time limit set forth above shall mean that the Merchandise has been delivered intact. The Seller shall presume that the person who receives the merchandise on behalf of the Buyer/Distributor has been authorised by him to do so.
11. Any patent defects and deficiencies in quantity shall be reported forthwith (no later than within 5 days from the date of delivery) via the online platform or at the Seller's place of business. Failure to lodge complaints within the aforesaid time limit shall mean that the Merchandise has been accepted without any reservations.
12. In the event that any deficiencies in quantity are ascertained, the Seller shall deliver the missing elements forthwith, without undue delay.
13. Merchandise shall not be sent back without the Seller's prior consent.
14. The Buyer/Distributor shall be obliged to cover any costs incurred by the Seller that arise from the Buyer's groundless claims.
15. The Seller shall bear no liability for any consequences of the storage, in particular for any consequences of the passage of time during the storage (e.g. white rust, packaging erosion, dirt, discolouration, dampness).
16. Any liability for the consequences of improper storage of the Merchandise shall lie with the Buyer/Distributor.
17. The Seller shall deliver the Merchandise in accordance with an order and bear no liability for any further use thereof, in particular for any use thereof that is inconsistent with the intended purpose thereof.

## VII. PAYMENTS

1. The Seller agrees with the Buyer/Distributor on the terms of payment for the Goods and includes them in the Terms of Business, which it sends to the Buyer/Distributor.
2. The following payment methods for the ordered Goods are permitted:
  - a) prepayment in full or in part of the amount due;
  - b) deferred payment transfer.
3. Sales invoices will be sent by electronic means (email) to the address indicated by the Buyer/Distributor and are deemed to have been effectively delivered. The Buyer/Distributor is obliged to inform the seller of any change of address.
4. Sales invoices become binding when sent and do not require the signature of the Buyer/Distributor.
5. Seller invoices are payable to the bank account listed on the invoice. Unless otherwise agreed, the bank charges associated with the payment will be paid by the Buyer.
6. Payment will be made by the date indicated on the invoice or by a date agreed by the parties, without any deductions.
7. The date of payment is the date on which the funds are credited to the Seller's bank account.
8. If the Buyer/Distributor fails to meet the payment deadline, the Seller may withhold the next performance until the outstanding amount is paid.
9. In the event of a delay in payment for the Goods, the Buyer/Distributor will also be liable to pay default interest at the maximum rate and any costs associated with the collection of the debt. In addition, the Buyer/Distributor loses the right to all discounts, rebates, etc. granted to it.
10. In the event of a delay in payment for the Goods, the Buyer/Distributor will also be liable to pay default interest at the maximum rate and any costs associated with the collection of the debt. In addition, the Buyer/Distributor loses the right to all discounts, rebates, etc. granted to it.
11. Failure to pay for the Goods may result in cancellation of the contract and referral to the courts or the disposal of the claim or collection of the unpaid Goods.
12. Payments made by the Buyer/Distributor may be credited by the Seller in the first instance on a pro rata basis against the interest and arrears that are most recently due.

13. If there is a justified suspicion that the Buyer/Distributor will not fulfil their financial obligation (in particular a deterioration of the company's financial situation), the Seller is entitled to demand payment in full of the amount due with immediate effect. In addition, the Seller is entitled to cancel the granted payment deadlines for the Buyer/Distributor and to make further orders conditional on advance payments and the granting of additional security for receivables.
14. The lodging of any complaints does not relieve the Buyer/Distributor of the obligation to pay on time.

#### VII. RETENTION OF TITLE

1. The right to ownership of the Merchandise delivered shall not devolve upon the Buyer/Distributor until the full amount due for the purchase is paid.
2. The Merchandise for which the Seller holds the right to ownership shall be clearly labelled by the Buyer/Distributor as owned by the Seller.
3. Upon the Seller's request, the Buyer/Distributor shall be obliged to present any necessary information on the stock of the merchandise owned by the Seller.
4. The Buyer/Distributor shall not be entitled to encumber or dispose of the Merchandise for which the Seller holds the right to ownership. Any costs connected therewith shall burden the Buyer/Distributor.
5. The Buyer/Distributor shall authorise the Seller to recover at the Buyer/Distributor's cost any Merchandise for which the Seller holds the right to ownership when doubts arise as to the Buyer's solvency following the sale of the Merchandise.

#### VIII. FORCE MAJEURE, LIABILITY OF THE SELLER

1. The Seller shall bear no liability for the non-performance or improper performance of its obligations if such non-performance or improper performance arises from a force majeure event or from reasons attributable to the Buyer/Distributor. The Buyer/Distributor shall not be entitled to any compensation.
2. The Parties shall define 'force majeure' as any circumstances unattributable to the Seller, in particular the effects of the forces of nature, fires, inundations, strikes and labour protests of deliverers, riots and acts of war, acts of sabotage, epidemics.
3. The Seller shall be obliged to exercise due diligence in notifying the Buyer/Distributor of the nature of the circumstances beyond the Seller's control and of the expected date of cessation thereof, and shall exercise due diligence in limiting any negative consequences thereof. The purchase-sale transaction affected by such circumstances shall not expire, but the time limit for the performance thereof may be extended by the duration of the circumstances that are beyond the Seller's control.
4. The Seller's liability for the damage inflicted upon the Buyer/Distributor shall be limited to the value of the order. This shall also apply to any defects of the Merchandise sold. The Seller shall bear no liability for any damage to property caused by defective Merchandise. The Seller's liability for damages shall be limited in each case to no more than the price of the Merchandise paid by the Buyer/Distributor. Any other claims shall be excluded.
5. The Seller shall bear no liability for any damage to the Buyer/Distributor's property, or for any lost profits which the Buyer/Distributor could have gained.
6. The Seller shall bear no liability for improper addressing of correspondence with the Buyer/Distributor if the Seller has not been notified of the change in the address.
7. Until the payment is fully made, the Seller's liability for the Merchandise shall be excluded.
8. The Seller's liability under warranty as defined in Article 556 et. seq. of the Civil Code shall be excluded. The GTS contain the entirety of the regulations excluding the Civil Code.

#### IX. RIGHTS AND OBLIGATIONS OF THE DISTRIBUTOR

1. The Distributor shall make each purchase of Merchandise from the Manufacturer as part of his business activities, and shall conclude any contracts and agreements with his customers the subject matter of which is the sale and assembly of the Manufacturer's products in its own name.
2. Any warranty claims shall be submitted to and investigated by the Distributor from which the product has been purchased.
3. The Distributor undertakes not to use any statements which could potentially suggest that he is acting as the Manufacturer's agent or representative.
4. The Distributor shall be obliged to promote the sale of products by displaying the Manufacturer's brand, notify the Manufacturer of the market situation and of the market response to the products being distributed,

- and of the customer's expectations toward the products, as well as to convey to the Manufacturer any comments and suggestions which could potentially improve the business relations between the Parties.
5. The Distributor undertakes to gather and improve his product-specific expertise so as to provide reliable information and technical support, and to render highest-quality services connected with the Manufacturer's products.
  6. The Distributor who renders assembly services undertakes to ensure proper assembly of the Manufacturer's products. The assembly shall be performed with due diligence, in accordance with the intended purpose of the Products and in accordance with the provisions of the construction laws.
  7. The Manufacturer shall sell or hand over to the Distributor the advertising materials for its products that shall be used at sales outlets.
  8. Upon conclusion of the contract with a customer, the Distributor shall inform the customer that no information contained in any materials made available by the Manufacturer, in particular leaflets, advertisements, brochures, price lists, product catalogues and display gardens shall constitute a sample or template referred to in Article 556<sup>1</sup>(1) of the Civil Code, or affect any voluntary declaration of the will to enter into a contract with the Distributor, and that the Manufacturer reserves the right to introduce changes, in particular technical, material, structural and colouristic changes, to its products.
  9. The Distributor acknowledges that the Manufacturer's trademark is owned by the Manufacturer.
  10. The Distributor undertakes not to use the Manufacturer's trademark for any purpose other than the sale and advertisement of the Manufacturer's products.
  11. The Distributor undertakes not to remove the trademark from the Manufacturer's products.
  12. Any offering by the Distributor of non-original products under the Manufacturer's brand and trademark, or offering of the Manufacturer's products under any other brand or trademark shall result in immediate termination of the cooperation.
  13. Termination of the cooperation shall oblige the Distributor to cease the use of the Manufacturer's trademark and advertising materials.
  14. The Distributor may not transmit to his customers and business partners any information concerning the Manufacturer that constitutes a business secret, in particular: commercial secrecy, technical secrecy, commercial relations with other entities.

#### X. WARRANTY AND COMPLAINT PROCEDURE

1. The Seller shall furnish the Buyer/Distributor with a Warranty for the period of 24 months from the date of issue of the invoice, but for no longer than 30 months from the date of manufacture, for any structural, workmanship and material defects revealed during the warranty period in the Merchandise purchased from the Seller, provided that the products are not exposed to temperatures below -20°C or above +50°C, and are assembled in a temperature no lower than -50°C.
2. The Seller shall furnish the Buyer/Distributor with a Warranty for the period of 60 months from the date of issue of the invoice, but for no longer than 66 months from the date of manufacture for anti-rust coating defects. The coating warranty shall be shortened when the product has been installed in an aggressive environment:
  - corrosivity category C2 as per PN-EN ISO 12944-2 (atmospheres with low-level pollution. Chiefly rural areas) – 4 years,
  - corrosivity category C3 as per PN-EN ISO 12944-2 (urban and industrial atmospheres, moderate sulphur dioxide pollution. Coastal areas with small salinity) – 3 years.

2a. The warranty against defects in the anti-corrosion coating is shortened to 2 years for movable elements of the fence, in particular gates and wickets.
3. The warranty shall be valid in the EU and apply to the Manufacturer's products purchased and installed within the EU.
4. The Warranty shall be valid only if the invoice has been paid in full.
5. The Warranty shall be furnished provided that the assembly has been performed in accordance with the Assembly Instructions and with good building practices, and that the product is being used in accordance with the intended purpose thereof. A legible proof of purchase and complaint notification form submitted via the online platform available at <http://reklamacje.konsport.com.pl> shall be the basis for Warranty claims.
6. No complaints submitted via telephone shall be accepted or investigated.
7. A complaint shall be lodged immediately (no later than within 14 days) following ascertainment of a defect.
8. Any patent defects of the Merchandise shall be reported prior to the assembly of a product, as the Seller shall bear no liability for any damage resulting from the use of defective Merchandise. Damaged Merchandise shall not be used, as it may cause a safety hazard for the Buyer/Distributor and increase the scope of the repair

- costs to be covered by the Buyer/Distributor.
9. The lodging of a complaint by the Buyer/Distributor shall not entitle it to refrain from paying for a completed delivery. Commencement of the complaint procedure shall not constitute grounds for renouncement or termination of an order/contract by the Buyer/Distributor. Failure to pay the Seller for the purchased Merchandise may constitute grounds for suspension of the complaint procedure until the amount due for the faulty Merchandise is paid.
  10. If a product defect is ascertained and reportable in the form of a complaint prior to the assembly thereof, the Seller shall not be obliged to bear the costs of the disassembly and reassembly of the Merchandise.
  11. Any complaints against any defects of the Merchandise revealed and reported in writing during the warranty period shall be investigated within 14 business days. The Seller shall notify the Buyer/Distributor of the outcome of the complaint investigation in writing or via e-mail. In the event that the complaint is accepted, the Seller shall decide by himself to either replace the defective Merchandise with new one or appropriately reduce the price of the defective Merchandise or to repair the defective Merchandise, or to return the price paid, provided that the Merchandise has been sent back to the Seller in the original packaging thereof at the cost and effort of the Buyer.
  12. The Manufacturer undertakes to repair the defective Merchandise within 60 days (unless the Parties decide otherwise) from the date of confirmation of acceptance of the complaint by the Seller. The period of repair of a Product may be extended in the event that it becomes necessary to replace components which the Manufacturer must obtain from suppliers/contractors.
  13. In the event that a complaint is accepted, the warranty period shall not be extended, nor shall a new warranty period commence, unless the piece of Merchandise has been replaced with one that is free of any defects.
  14. The Seller's aggregate accounts payable under warranty shall be limited to an amount no higher than the price of purchase of the defective piece of Merchandise alone. The Seller shall bear no liability for any damage resulting from complaint proceedings and delays in delivery, including for any lost benefits, profits and any other losses.
  15. The Seller shall render no door-to-door services. The Distributor shall cooperate on the complaint process and, as is the case for servicing, shall provide a repair service, transport to its Customer, disassembly and reassembly, and shall consult the form of compensation with the Seller prior to the repair.
  16. In the event of a justified complaint, the Seller shall, during the warranty period, make available to the Distributor, free of charge, any elements necessary to remove the faultiness in the product.
  17. In the event that a defect is reported during the post-warranty period, the Seller shall make available to the Distributor, against payment, any elements necessary to remove the faultiness in the product.
  18. In the event that a fault is reported, during either the warranty period or the post-warranty period, the Distributor shall cover any costs connected with transport to the destination of the complaint.
  19. In the event that repairs are performed at the Seller's place of business, the Seller shall bear no costs of transporting the defective Merchandise to and from its place of business.
  20. The amount of warranty claims may not exceed the value of the Merchandise subject to the claim.
  21. In the event that an unjustified complaint is lodged, any costs connected therewith shall be incurred by the Claimant.

## XI. WARRANTY EXCLUSIONS

WARRANTY SHALL NOT BE PERFORMED IN THE EVENT OF ANY OF THE FOLLOWING:

1. Ascertainment of a defect in the varnish coat that is invisible during the visual inspection of the fencing, which should be performed on a sunny day with the naked eye from a distance no nearer than 3 metres.
2. Mechanical damage caused during the storage, installation and/or use of the products inconsistently with their intended purpose.
3. Complaints against errors and effects caused by improper assembly of the products.

4. Damage caused during transport performed by the Distributor, Customer or third persons.
5. Assembly and repair performed by an incompetent person, i.e. a person with no training, expertise, experience and qualifications.
6. The removal, covering or replacement of the rating plate of the Merchandise.
7. Complaints against stains on the base and paver due to condensate emerging from construction openings.
8. Complaints against efflorescence and minor fractures appearing on the surface of the concrete during the maturing thereof.
9. Effects of external factors, including in particular: fire, salts, lye, acids, organic solvents that contain esters, alcohols, chlorinated hydrocarbon materials and other aggressive chemicals.
10. Complaints against any colour fades caused by storage of the Merchandise under stretch wrap securing the same during transport. The so-called "coating scalding" effect is possible to remove completely by using hot air (heat gun) on the faded spot. Changes in the colour of the coating of the Merchandise does not decrease the quality of the product.
11. Claims against the presence of light grey and dark grey areas, external surface unevenness and the so-called "white rust" (resulting from the natural zinc oxidation) on hot-dip galvanised products. Hot-dip galvanisation is not a process that improves the aesthetic qualities of a product; it is a process that markedly extends the life of the Merchandise. This phenomenon is natural and typical of this type of anti-rust protection.
12. Differences between the hues of the coating between pieces of the Merchandise manufactured as part of different batches, and between elements of the Merchandise manufactured using different production technologies. However, such differences shall not be greater than one RAL hue.
13. Differences in the hues of fencing elements painted in structured (metallised, fine) coating, even within a single batch of the material.
14. Complaints regarding spot repairs in the place where the piece of Merchandise to be painted is hung. The specific nature of powder coating permits such spot repairs.
15. Complaints against parts and elements thereof that are subject to natural wear resulting from use thereof. This shall apply in particular to: trucks, guide rollers, locks, inserts.
16. Complaints against gradual deterioration of the sliding properties of self-supporting gates, which may result in particular in a gradual increase in the level of vibrations and noise.
17. Complaints against inconveniences which do not affect the ability to use an object in accordance with the intended purpose thereof.
18. Appearance of corrosion spots no larger than 5mm<sup>2</sup>.
19. Products used in high and very-high corrosivity environments (corrosivity categories C4 and C5, respectively, as per PN-EN ISO 12944-2).
20. Cuts unprotected by the Manufacturer, or cuts made during the assembly (e.g. tips of the fencing, edges of openings, etc.) within 10mm from the cutting line.
21. Complaints against self-supporting gates when upon the opening thereof, the counterweight drops in the proportion of 1cm per linear metre of the gate.
22. Introduction of any structural changes or modifications to the Merchandise without the Seller's consent. The Seller shall bear no liability for any damage or hazards resulting from the use of modified Merchandise.
23. Failure to perform the actions prescribed in the Assembly Instructions, which the user of the product is obliged to perform by himself or herself and at his or her cost.
24. Failures or damage resulting from improper use, soil movements, overuse, vandalism, negligence.
25. Complaints against faults that should have been revealed by inspection upon delivery, but which were not subject to such inspection.
26. Use of spare parts or additional devices of other manufacturers.

## XII. MERCHANDISE RETURNS

1. Pursuant to Article 38 of the Act on Consumers' Rights, with regard to an order the subject of which are, for example, non-prefabricated objects manufactured in accordance with the Buyer's specifications, or meant to satisfy its individual needs, products tailored to the dimensions provided by the Buyer, etc., such Merchandise shall not be returnable and the Buyer shall not be entitled to renounce the contract within 14 days without cause.

## XIII. PERSONAL DATA PROTECTION

1. The data controller of the Customers' personal data as defined in the Act of 29 August 1997 on Personal Data

Protection (i.e. Journal of Laws of 2002, No. 101, item 926, as amended) shall be the Seller.

2. Customers shall consent to the processing of their personal data by the Seller, which may result in such data being transmitted to entities authorised to process the order and to conduct any possible and lawful operations in that regard.
3. Any of the Customers' data, including their personal data, shall be collected with their consent, in order to properly carry out an order placed by a Customer for Merchandise or for Merchandise plus the Assembly Service. The Seller shall be entitled to record, store and remove the data referred to above.
4. Customers shall have the right to request access to and rectification or erasure of their data or restriction of the processing or to object to processing as well as the right to data portability. The privacy policy is available at [www.konsport.com.pl](http://www.konsport.com.pl). The personal data shall be provided voluntarily; however, an order may not be carried out without the provision thereof.

#### XIV. PERSONAL DATA PROTECTION

In fulfilment of the obligation of Article 13 (1) (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, the Seller informs that:

1. The controller of the personal data is KONSPORT MAJEWSKY SP.J. 98-105 Wodzierady Dobków 1.
  2. Personal data provided in the contracting and ordering process will be processed to the extent necessary for the performance of the contract or the execution of the order.
  3. The recipients of the personal data will be the Controller's associates, to the extent necessary for the performance of the contract or the execution of the order.
  4. Personal data will be stored for a period of 6 years from the date of execution of the contract or for the time necessary to comply with the obligations laid down by the relevant legislation. After this date, the data will be deleted or anonymised.
  5. Customers, Contractors and Distributors shall have the right to access their personal data, the right to request the rectification, erasure or restriction of the processing of such data, the right to data portability, subject to the obligation to keep tax records or other documentation required by applicable law.
  6. The Customer, Contractor and Distributor shall have the right to lodge a complaint with a supervisory authority if they consider that the processing of personal data regarding the tenderer is in breach of the law.
  7. Personal data will not be processed by automated means, including profiling.
  8. The bidder's personal data will not be transferred to third countries.
- Contact with the Data Controller is also possible via

#### XIV. LITIGIOUS CASES

1. These General Terms of Sale and any contracts of sale concluded hereunder shall be governed by the Polish law. To any matters not settled herein or in the contract of sale, the appropriate provisions of the Civil Code shall respectively apply.
2. Both the Seller and the Buyer shall strive to settle any disputes amicably. In the event that a settlement fails to be reached, the common court of proper subject matter jurisdiction and having jurisdiction over the Seller's legal seat shall settle the dispute.