

# General Conditions of Sale of Schattdecor sp. z o.o.

## 1. Glossary

**GTS** - these General Terms and Conditions of Sale

**Seller** - Schattdecor spółka z ograniczoną odpowiedzialnością based in Tarnowo Podgorne (62-080) at ul. Sowia 10, registered in the Business Register of the National Court Register by the District Court Poznań - Nowe Miasto i Wilda, 8th Commercial Division of the National Court Register, under KRS number 0000149942,

**The Buyer** - a company entering into a Contract with the Seller

**Contract** - any contract for the sale of goods offered by the Seller concluded by the Seller and the Buyer

## 2. General provisions

These GTS apply to all Contracts. These GTS shall not apply to Buyers who are natural persons that acquire goods or services offered by the Seller for the purpose unrelated to professional or commercial activity. Any differing arrangements made between the Seller and the Buyer or any general terms and conditions, or standard contracts used by the Buyer shall not apply, even if these have not been excluded.

## 3. Orders and Contract conclusion

- (1) The Buyer shall place **an order**, indicating the Buyer as well as pattern number, pattern designation, quantity, width and other technical parameters, unit price of the goods. Orders shall be placed electronically (e.g. via e-mail) or by fax to the address or fax number indicated by the Seller. An order is equivalent to **solicitation of an offer** within the meaning of the Civil Code.
- (2) In response to the order placed by the Buyer, the Seller shall transmit to the Buyer, electronically (e.g. via e-mail) or by fax, an **order confirmation** specifying pattern number, pattern patternation, quantity, width, unit price and total price of the goods as well as INCOTERMS 2020 delivery terms, payment terms and other terms and conditions. An order confirmation forms an **offer** within the meaning of the Civil Code.
- (3) The Seller's offer (order confirmation) shall be accepted or refused by the Buyer via electronic means (e-mail) or by fax within one (1) business day from the date of dispatch. **A Contract shall be concluded** upon acceptance of the offer subject to sub-paragraph 3(4) of the GTS.
- (4) No response from the Buyer to the Seller's offer (order confirmation) within one (1) business day from the date of dispatch thereof by the Seller shall be deemed acceptance thereof by the Buyer and consequently conclusion of the Contract.
- (5) Information (including quantity, weight, dimensions and prices of goods) provided by the Seller in any form, in particular, in advertisements, ads, illustrations, brochures, catalogues and price lists, shall not constitute an offer within the meaning of the Civil Code and is not binding on the Seller, but shall be considered **commercial information and an invitation to contract**.

#### 4. Performance of the Contract

- (1) Any collectors' products ordered by the Buyer shall be manufactured according to the paper design of the Seller. Delivery by the Seller to the Buyer of goods deviating from this design, but to the extent not exceeding generally accepted tolerance, shall not constitute non-performance or improper performance of the Contract by the Seller and shall not bring any negative financial or legal consequences to the Seller.
- (2) Any tailor-made products ordered by the Buyer shall be produced according to the paper designs agreed on an individual basis between the Seller and the Buyer. Delivery by the Seller to the Buyer of goods deviating from this design, but to the extent not exceeding generally accepted tolerance, shall not constitute non-performance or improper performance of the Contract by the Seller and shall not bring any negative financial or legal consequences to the Seller.
- (3) The Buyer is obliged to inspect the goods delivered by the Seller in terms of suitability for processing intended by the Buyer. For the avoidance of doubt, the Buyer acknowledges that:
  - a. the Seller is not liable for changes in any optical sensations or technical characteristics of the goods in the event of any modifications to the method of processing by the Buyer;
  - b. the Seller has no control over the technical properties of the goods (e.g. expansion of paper in the impregnation process) and therefore is not liable in this respect;
  - c. the Buyer is familiar with the information on Smartfoil, which is attached as Appendix No. 1 to the GTS.
- (4) Contractual and tort liability of the Seller is limited to wilful misconduct and covers only the actual loss, i.e. shall not include lost profits, within the limits specified in the last sentence of this paragraph. In particular, default by the Seller in relation to the date of delivery of the goods shall not give rise to any claims for damages to the Buyer against the Seller, unless made intentionally. Contractual and tort liability is limited to the amount corresponding to the net price of the Seller's goods delivered to the Buyer which are covered by the scope of the Seller's liability.
- (5) The Seller shall not be liable for any failure to comply with the obligations arising from the circumstances or reasons beyond its control, including, among other things, the actions, omissions or a lack of cooperation on the part of the Buyer, or force majeure events, e.g. fire, lack of the necessary raw and auxiliary materials, breakdown of machinery, manufacturing equipment or interruptions in the supply of energy, other disasters, epidemics, strikes, labour disputes, war or other disturbances or with the law, the decision (decisions) of state bodies, order or requirement imposed by competent public authorities. If the Seller has already produced part of the goods, the Buyer is obliged to receive the goods produced under the conditions specified in the Contract.
- (6) The Seller shall provide standard packaging of the goods. Return elements contained in certain types of packaging (e.g. wooden spacers, end-walls) indicated by the Seller shall be properly stored and returned to the Seller by the Buyer. The Seller shall collect the return elements if the cost of such collection is justified.

## 5. Delivery and payment

- (1) The Seller reserves the right to deliver the goods in quantities increased or decreased by (+/-) 10%, and with the technical parameters (including weight and width) differing from those agreed in the Contract, but to the extent not exceeding generally accepted tolerance. Increased or decreased quantity of the delivered goods within the limits mentioned above or differences in the technical parameters (including weight and width) of the delivered goods shall not constitute non-performance or improper performance of the Contract by the Seller and shall not bring any negative financial or legal consequences to the Seller.
- (2) The price indicated in the order confirmation shall be increased by value-added tax at the rate currently in force.
- (3) Any bank transfers shall be considered made upon crediting the Seller's bank account. In the event of late payment, the Seller reserves the right to charge statutory interest. Other conditions of delivery and payment are set out in the Contract.

## 6. Retention of title

The goods are the property of the Seller until full payment of the price.

## 7. Guarantee of the Seller

- (1) In the case of deterioration of the financial position of the Buyer or any default on outstanding liabilities due from the Buyer to the Seller, the Seller is entitled to demand immediate payment of such outstanding liabilities and make the implementation of the Contract (including the production of goods) conditional on making the payment by the Seller.
- (2) In the case of default on any outstanding liabilities on the part of the Buyer, the Seller has the right to suspend the performance of the Contract until the Buyer pays all outstanding liabilities, including accrued default interest, which shall be communicated to the Buyer by the Seller. In this case, the term of the Contract shall be extended by the time between notifying the Buyer of the unpaid outstanding liabilities and settlement thereof by the Buyer, including default interest. Suspension of the implementation of the Contract by the Seller referred to above shall not constitute non-performance or improper performance of the Contract and shall not bring any negative legal or financial consequences to the Seller.
- (3) Offsetting by the Buyer of any claims due from the Seller against any reciprocal claims of the Seller to the Buyer is permitted only with prior written consent of the Seller.

## 8. Copyright and Industrial Property

The Seller holds all copyrights and industrial property rights to the patterns referred to in sub-paragraph 4(1) or 4(2) of the GTS. For the avoidance of doubt, the Seller and the Buyer confirm that upon the delivery of the goods or payment for the goods any rights to the above patterns shall not pass to the Buyer. The Buyer must not use the patterns. The Buyer is only entitled to use the pattern designation and the Seller's designation to the extent agreed with the Seller.

## 9. Complaints

- (1) Within 14 days of receipt of the goods or prior to the processing thereof by the Buyer (whichever occurs earlier), the Buyer is obliged to check the quantity and quality of the goods. Any complaints regarding the quantity and quality of the goods must be reported to the Seller within 14 days of receipt or prior to processing thereof by the Buyer (whichever occurs earlier), under pain of losing the right to submit a complaint in this regard at a later date. The complaint should be accompanied by appropriate documentation of defects.
- (2) If the Seller accepts the Buyer's complaint, the Seller shall accordingly reduce the price of the goods and issue a correction invoice. The Seller has no obligation to receive or dispose of such defective goods. Any disposal costs shall be divided based on individual agreements between the Seller and the Buyer.
- (3) Liability for defects caused by improper transport shall be split in accordance with INCOTERMS 2020 delivery terms agreed in the Contract, i.e. set by the Seller in the order confirmation and accepted by the Buyer.
- (4) The Seller and the Buyer amicably exclude liability under warranty for physical defects of the goods.

## 10. Applicable law and jurisdiction

- (1) Any matters not provided for herein shall be subject to the applicable provisions of Polish law and in particular the relevant provisions of the Civil Code.
- (2) Any disputes that may arise on the basis of the GTS or any contract shall be settled by a court of general jurisdiction for the Seller.

## 11. Severability

Any invalidity or ineffectiveness of any provision of the GTS shall not cause invalidity or ineffectiveness of other provisions of the GTS. The Seller and the Buyer undertake to replace the invalid or unenforceable provision of the GTS with provisions that are as close as possible to the purpose of such invalid or ineffective provision.

## 12. Clause for economic agreements

(1) The Parties declare that they are entitled to the status of separate data controllers within the meaning of Article 4(7) 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 (General Data Protection Regulation) (hereinafter referred to as: "GDPR").

(2) Each Party confirms the processing of personal data provided by the Parties by the other Party at any time (i.e. before, during or after the expiry of the Agreement) in connection with exercising by the Parties of rights and/or obligations arising from the agreements concluded by the Parties and obligations arising from the Act of 10 May 2018 on the protection of personal data.

(3) The Parties are obliged to apply to them all the rules resulting from the provisions of the GDPR, in particular in the scope of proper protection of these data against unauthorised access, destruction, damage or loss, as well as fulfilment of the information obligation provided for in Article 14 of the GDPR towards the persons whose data they receive. The information clause is appended to the concluded economic agreements.

## 13. Counterparty Clause

Pursuant to Article 13(1) and (2) of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 (hereinafter: GDPR), we would like to inform you that:

(1) The controller of your personal data is SCHATTDECOR SP. Z O.O. UL. SOWIA 10, 62-080 TARNOWO PODGÓRNE , which under the concluded agreement co-manages the personal data with SCHATTDECOR AG, WALTER-SCHATT-ALLEE 1-3 D-83101 THANSAU.

(2) The Personal Data Controller, in order to provide information regarding the processing of your personal data, has appointed a data protection officer. All information should be sent to the e-mail address of the Data Protection Officer: [rodo@schattdecor.pl](mailto:rodo@schattdecor.pl)

(3) Your personal data will be processed for the purpose of:

a) performing the contract and taking action at the request of the data subject prior to entering into a contract in accordance with the premise of Article 6(1)(b) of the GDPR;

b) fulfilling legal obligations incumbent on the controller related, for example, to financial and accounting settlements pursuant to Article 6(1)(c) of the GDPR;

c) pursuing claims based on the implementation of the legitimate interest of the Company – Article 6(1)(f) of the GDPR;

d) maintaining business relations on the basis of the legitimate interest of the controller – Article 6(1)(f) of the GDPR;

e) handling complaints based on the legal obligation incumbent on the controller – Article 6(1)(c) of the GDPR.

(4) Your personal data may be transferred to Poczta Polska S.A, to companies connected in person and by capital, business intelligence agencies, insurance companies, auditors, law firms, software providers, e-mail box hosts, IT support and software maintenance companies, consulting companies, debt collection companies, document shredding companies, archiving companies, customs agencies, customs offices, transport companies, banks and other entities, if it is required by law.

(5) Your personal data will not be transferred to third countries.

(6) Your personal data will be processed for the duration of the contract, and then until the statute of limitations for claims arising therefrom. Data from financial documents will be processed for the time specified in the accounting law.

(7) You have the right to access your data and the right to rectify it, limit its processing, transfer it, delete the data and object to its processing.

(8) Providing your personal data is necessary for the conclusion and performance of the contract.

(9) You have the right to lodge a complaint with the President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warsaw), if you feel that the processing of personal data violates the provisions of law.

(10) Your data will not be subject to profiling and no automated decisions will be made on its basis.

#### 14. Clause for natural persons serving as bodies of legal entities, prosecutors.

In accordance with Article 14 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 (GDPR), we inform that:

- (1) The controller of your personal data is SCHATTDECOR SP. Z O.O. UL. SOWIA 10, 62-080 TARNOWO PODGÓRNE , which under the concluded agreement co-manages the personal data with SCHATTDECOR AG, WALTER-SCHATT-ALLEE 1-3 D-83101 THANSAU.

(2) The Personal Data Controller, in order to provide information regarding the processing of your personal data, has appointed a data protection officer. All information should be sent to the e-mail address of the Data Protection Officer: [rodo@schattdecor.pl](mailto:rodo@schattdecor.pl)

(3) Your personal data will be processed for the purpose of:

a) establishing business relationships including the signing of agreements or in order to establish contact in connection with the implementation of an agreement pursuant to Article 6(1)(f) of the GDPR

b) exercise and defence against claims pursuant to Article 6(1)(f) of the GDPR

c) fulfilling legal obligations incumbent on the controller related, for example, to financial and accounting settlements pursuant to Article 6(1)(c) of the GDPR;

(4) Your personal data may be transferred to Poczta Polska S.A, to companies connected in person and by capital, business intelligence agencies, insurance companies, auditors, law firms, software providers, e-mail box hosts, IT support and software maintenance companies, consulting companies, debt collection companies, document shredding companies, archiving companies, customs agencies, customs offices, transport companies, banks and other entities, if it is required by law.

(5) Your personal data will not be transferred to third countries.

(6) Your personal data will be processed for the duration of the contract, and then until the statute of limitations for claims arising therefrom. Data from financial documents will be processed for the time specified in the accounting law.

(7) You have the right to access your data and the right to rectify it, limit its processing, transfer it, delete the data and object to its processing.

(8) Your data have been obtained:

- if you represent a company - from an entity where you are a member of the legal authorities and the National Court Register,

- if you are a contact person appointed by the entity: from the entity in which you perform that function within the framework of the agreement.

(9) You have the right to lodge a complaint with the President of the Personal Data Protection Office (ul. Stawki 2, 00-193 Warsaw), if you feel that the processing of personal data violates the provisions of law.

(10) Your data will not be subject to profiling and no automated decisions will be made on its basis.

## 15. Entry into force

The GSDC enter into force on 10.05.2021

Appendix:  
Information on Smartfoil.  
Appendix No. 1 to the GTS

Information on Smartfoil.

*Smartfoil –a finish foil that meets the requirements of IKEA R2/R4/R7 and DIN 68861/1C, as well as FIRA 6250.*

*The foil meets all IKEA "As Natural Wood" and E1 (EN 13986:2015-06) requirements for formaldehyde emissions.*

*The production of foil-coated furniture surfaces and furnishings is a complex treatment process in which individual components such as wood-based board substrates, the adhesive system and the foil itself maintain their hygroscopicity in nature. Therefore, it is worth mentioning that, depending on the components and the manufacturing processes used, more or less visible swellings of the wood-based substrate fibers may occur.*

*The fulfilment of quality parameters (e.g. IKEA "R") is influenced by many factors, which, in addition to the properties of the foil, include:*

*- type of board (MDF/HDF/chipboard, lightweight board), its types (e.g. E1, CARB II, Better Carbon) and properties and quality (constant/variable density, cohesiveness, as well as surface preparation before veneering);*

*-Adhesive systems (hot melt glue / reactivated hot melt adhesive / PVAC / urea resin based adhesive);*

*-technical processes (type of press and machine parameters) and characteristics of the subsequent processings of elements.*