

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

I. Scope of Application

1. These General Terms and Conditions of Sale and Delivery apply to the sale and delivery of Goods manufactured by the Seller and to the provision of Services, excluding any general terms and conditions of purchase/delivery used by the Buyer, even if their applicability has not been expressly objected to. Any implied acceptance of the Buyer's general terms and conditions through conduct is excluded.
2. The General Terms and Conditions of Sale and Delivery, hereinafter also referred to as the "GTCS", form an integral part of all sales and delivery contracts concluded by PAGED Plywood S.A. with other business entities, including any order confirmation or pro forma invoice issued by the Seller. Where the parties have agreed their rights and obligations in the form of a separate written contract, the provisions of that written contract shall take precedence, and the provisions of these GTCS shall apply only to matters not regulated by that contract.
3. By placing an order, accepting a pro forma invoice, or commencing the performance of the Contract, the Buyer simultaneously confirms their familiarity with these GTCS. If the Buyer is engaged in an ongoing commercial relationship with PAGED Plywood S.A., the acceptance of the general terms and conditions of sale or delivery in connection with one order shall be deemed acceptance for all subsequent orders and sales or delivery contracts.
4. PAGED Plywood S.A. reserves the right to amend the GTCS.
5. Any amendments made to the GTCS shall be deemed accepted if the Buyer does not submit a written objection within seven (7) days from the date of receipt of the GTCS or from their publication on the website www.pagedplywood.com.
6. Any deviations from the conditions set out in the GTCS shall, under penalty of nullity, be binding only if agreed in writing by both parties, with a clear indication of the specific provisions of the GTCS that are not to apply to the particular contract.

II. Definitions

1. Seller – PAGED Plywood S.A.
2. Buyer – an entity that is not a consumer within the meaning of Article 221 of the Polish Civil Code, which has placed an order for the delivery of goods manufactured by the Seller.
3. Goods – plywood products and other items manufactured by the Seller or included in its product range.
4. Services – services such as sizing, processing, edging, and other services offered by the Seller or included in its range.
5. Order – a declaration made by a person authorised to represent the Buyer, expressing the intention to conclude an contract, addressed to the Seller.
6. Order Confirmation – written confirmation by the Seller of acceptance of the Buyer's order for fulfilment.
7. Pro Forma Invoice – a proposal for the final invoice issued by the Seller, which does not constitute an accounting document. Acceptance of a Pro Forma Invoice occurs through payment made by the Buyer.
8. General Terms and Conditions of Sale and Delivery or GTCS – the terms and conditions for placing orders and carrying out the sale or delivery of Goods manufactured and Services offered by the Seller. In the event that any provision of the GTCS conflicts with the provisions of the Contract, the provisions of the Contract shall prevail.
9. Contract – the contract of sale or delivery of Goods concluded between the Parties, including the Seller's confirmation of the order placed by the Buyer or the Buyer's acceptance of a Pro Forma Invoice.
10. Trade Credit – the gross amount, including applicable VAT, up to which Goods may be released to the Buyer on deferred payment terms, provided that the Buyer settles all outstanding payments promptly and in full.
11. Force Majeure – shall mean, in particular, any circumstances (regardless of whether they were foreseeable at the time the Contract was concluded) as a result of which the Seller's performance of the order becomes impossible, problematic, or disproportionately costly to such an extent that performance cannot reasonably be required from the Seller; this includes strikes, shortages of products, materials, or services necessary for fulfilling the Buyer's orders, war, natural disasters, or other similar events.

III. Placing Orders, Price, and Payment Terms

1. A Contract shall be concluded upon the submission of an Order by the Buyer – in written, documentary, or verbal form – and the Seller's Confirmation of that Order.
2. The Contract is deemed concluded on the date the Seller provides written confirmation of acceptance of the Buyer's Order.
3. If the Seller does not promptly confirm an Order placed by a Buyer with whom the Seller maintains regular commercial relations, this shall not be construed as acceptance of the Order by the Seller.
4. All prices provided are net prices, exclusive of VAT, and are to be understood in conjunction with the delivery terms indicated in the order confirmation and invoice (in particular as defined by the applicable INCOTERMS 2010 clause). Where the price agreed includes delivery to the Buyer, it shall not cover unloading or other additional services and activities. In the case of a concluded contract, the sale prices are the net prices valid on the date of delivery (excluding the costs of delivery to the client).
5. The Seller may grant the Buyer Trade Credit. The decision to grant Trade Credit may be amended or withdrawn at any time. In the event that the Trade Credit is withdrawn, the Buyer shall be obliged to pay for the goods already delivered within the period specified in the invoice.
6. The date of payment shall be deemed the date on which the amount corresponding to the price of the ordered Goods, together with any ancillary charges, is credited to the Seller's bank account as indicated on the VAT invoice.
7. The Seller may make the delivery of Goods conditional upon the Buyer making an advance payment, provided that such a condition is stated in the Order Confirmation.
8. In the event of late payment, the Seller may withhold further performance until the overdue payment (including ancillary amounts) has been settled or may demand appropriate payment security. If the Buyer refuses or fails to comply with the request for payment or security, the Seller may withdraw from the contract within seven (7) days, without any compensation owed to the Buyer. In such a case, the Buyer shall also forfeit all granted discounts, rebates, bonuses, turnover-based rewards, etc., all of the Buyer's obligations shall become immediately due, and the Seller shall be entitled to revise delivery terms concerning transport costs.
9. In the event of the Buyer's delay in payment for delivered or ordered Goods, the Seller shall be entitled to demand interest at the rate of double the statutory interest for delay.
10. If, after the conclusion of a sales or delivery Contract between the Parties, justified doubts arise as to the Buyer's solvency or creditworthiness, or if such facts – already present at the time of concluding the contract – only come to light later, the Seller may withhold further performance until the overdue amounts (including interest and costs) have been settled or may demand appropriate security for payment. In such a situation, all of the Buyer's obligations shall become immediately due. If the Buyer refuses or fails to provide the required payment or security, the Seller may withdraw from the contract within seven (7) working days, without compensation to the Buyer.
11. All Orders must be placed in pallet multiples specified for the given thickness and product type; packaging in any form other than palletised is not permitted. The Seller reserves the

right to apply fixed pallet quantities for all plywood thicknesses.

12. The minimum order quantity accepted for fulfillment is five (5) pallets, regardless of thickness, product type, or method of collection by the Buyer (whether using the Buyer's own transport or that of the Seller).
13. The Seller reserves the right that, in the event the Buyer places an order exceeding the maximum loading capacity, the order shall be divided into an appropriate number of separate orders, each corresponding to a full loading quantity and with a minimum size of five (5) pallets.

IV. Retention of Title

1. Title to the Goods shall pass to the Buyer only upon full payment of the total price of the ordered Goods, including any ancillary charges (interest, costs). The retention of title in favour of the Seller remains effective even if the Goods are combined with other items, or processed or transformed in any way.
2. Goods to which the Seller retains title must be clearly marked by the Buyer (in particular with appropriate labels, plates, or entries in the Buyer's accounting records) as the property of the Seller. All associated costs shall be borne by the Buyer.
3. The Buyer shall not be entitled to encumber the Goods owned by the Seller with any rights.
4. The Buyer authorises the Seller to carry out inspections to verify compliance with the provisions concerning retention of title. This authorisation may not be restricted by the Buyer in any way.

V. Delivery

1. The risk of accidental loss or damage to the Goods passes to the Buyer upon collection of the Goods, unless the Parties have agreed otherwise under one of the INCOTERMS 2010 rules.
2. The Buyer shall collect the Goods from the Seller's warehouse, unless otherwise agreed by the Parties.
3. At the time of collection, the Buyer is obliged to verify that the quantity of Goods corresponds to the shipping documents and the placed order. In the event of shortages or transport damage, a written statement must be submitted by both the Buyer and the carrier.
4. The quantity of Goods delivered may differ from the quantity ordered by $\pm 5\%$. Such a delivery shall be considered proper performance of the Contract, and the Buyer shall be obliged to accept the Goods.
5. The delivery date shall be indicated by the Seller in the order confirmation.
6. Delivery dates stated in the order confirmation are indicative. The Seller will make reasonable efforts to meet the agreed delivery time. Any delay on the part of the Seller shall not entitle the Buyer to claim compensation or terminate the Contract.
7. The Buyer is obliged to collect the Goods within five (5) working days of receiving notice that the ordered Goods are ready for collection.
8. The Seller has the right to withhold delivery of the Goods if the Buyer is in delay with payment of the advance or full price of the Goods, or is late with payment for previously delivered Goods.
9. Partial deliveries are permitted and depend on the Seller's current production capacity.
10. If the Goods are held in the Seller's warehouse for reasons attributable to the Buyer for more than fourteen (14) days after the planned delivery date, the Buyer will be charged additional storage fees as follows: 0.1% of the net value of the Goods per day for storage between fifteen (15) and thirty (30) days; 0.2% of the net value of the Goods per day for storage exceeding thirty (30) days.
11. Delivery shall be deemed completed upon signature of the delivery document by authorised representatives of both Parties.

VI. Warranty and Guarantee – Complaint Conditions

1. These Terms and Conditions relate solely to liability under the statutory warranty (and under the warranty, if a quality guarantee has been provided) for material defects in the goods sold.
2. The Seller guarantees that the goods will be delivered in accordance with the agreed quality. Liability for ensuring that specific properties are maintained applies only if this is stated in a separate letter or email. Deviations within the tolerance limits specified by applicable standards (EN, ISO, etc.), technical data sheets and product documentation, and natural variations resulting from the properties of wood as a natural raw material, are not considered product defects. Consequently, they do not constitute grounds for claims under the statutory warranty or warranty. The Seller shall not be liable for any defects or non-conformities arising from further processing, assembly, conversion, improper use or application of the goods without prior mandatory validation by the Buyer for a specific application. It is the Buyer's responsibility to validate and verify the suitability of the goods for their intended use prior to their further processing or use in production.
3. The Seller shall be liable to the Buyer for physical defects in the goods only if the goods have a defect that reduces their value or usability in view of their intended purpose; this shall be understood to mean deviations from production standards, material specifications or technical data sheets for the product in question, provided that such defects have been reported before the Buyer makes further use of the goods (resale, processing, etc.).
4. Any complaints regarding the goods may only be submitted by completing the form provided by the Seller, which is also available at the Seller's premises and on the website www.pagedplywood.com, not later than:
 - 21 days from delivery for visible defects,
 - 12 months from delivery for hidden defects.
 The Seller shall not be liable for any defects that arise more than 12 months after the date of delivery or in respect of which the Buyer lodges a complaint more than 12 months after the date of delivery.
 In the event of formal deficiencies in a complaint, the Seller may request the Buyer to rectify them, failing which the complaint will not be considered. Notwithstanding the identification of defects and the lodging of a complaint, the Buyer has to take delivery of the goods, unload them properly and store them.
5. Until the complaint procedure has been concluded, the Buyer has to take appropriate measures to safeguard the goods subject to the complaint and to allow the Seller to inspect them.
6. The goods covered by the statutory warranty must not be subjected to further processing, assembly or use without the Seller's prior written consent. Otherwise, the complaint may be deemed unfounded.
7. The quality and conformity of the goods supplied are assessed against the relevant technical standards for plywood, in particular the relevant PN-EN standards and the manufacturer's technical documentation.
8. In particular, the following are not subject to complaints:
 - the natural characteristics of wood, such as variations in colour, grain pattern, minor cracks or other features resulting from the natural nature of the raw material,
 - defects arising from the Buyer's improper transport, storage or use of the goods,
 - defects resulting from improper handling or use of the goods for purposes other than those for which they are intended.
9. For a complaint regarding goods resulting from damage sustained during delivery, the



Seller requires that details of any damage to the packaging be included on the consignment note or in the carrier's report attached to the consignment note. A lack of information regarding the condition of the packaging may constitute grounds for rejecting a claim.

10. The Seller shall not be liable for any consequential damages or loss of profits incurred by the Buyer in respect of defects in the goods or the initiation of a complaints procedure.
11. The Buyer is entitled to choose the remedy under the statutory warranty once the complaint has been considered. The Customer may request that the goods be repaired, replaced or the price reduced, or may withdraw from the contract. A request for a replacement does not include the removal of the faulty goods and the fixing of goods free of defects; it covers only the supply of goods free of defects.
12. The Seller has to consider the complaint within 30 days of receipt. If the complaint is upheld, a relevant accounting document will be issued within this period; if the complaint is rejected, the Seller will provide the reasons for rejection. The Seller reserves the right to extend the time limit for considering a complaint if, for reasons beyond their control, the 30-day deadline may not be met, in particular where it becomes necessary to seek the opinion of an independent expert or to obtain information from the manufacturer. If the complaint is deemed valid, the Seller shall, in accordance with the Customer's request set out in the complaint, either issue a correcting invoice for the return of the goods or reduce the price by issuing a credit correcting invoice.
13. The Seller may accept the return of goods in the following cases: a valid complaint, or an invalid complaint – provided the Seller gives its written consent. In the return of goods that were the subject of a rejected complaint, the Buyer will be charged for all costs associated.
14. If no complaint is lodged, or if a complaint is lodged after the statutory deadline has expired, the goods shall be deemed to have been collected and delivered in the agreed quality and quantity. In such a case, the rights arising from the statutory warranty, the right to compensation and the right to avoid the legal consequences of a declaration of intent made under the influence of error are excluded.
15. The Parties exclude the application of Articles 556–581 of the Civil Code to the extent that these General Terms and Conditions provide otherwise.
16. The provisions of the General Terms and Conditions of Sale and the Civil Code relating to the rules on statutory warranty and warranty do not apply to goods purchased by the Buyer as part of a sale organised by the Seller, in which the goods are sold at a price lower than that specified in the current price list. The fact that the goods have been purchased under the aforementioned terms is indicated on the order confirmation or invoice.

VII. Limitation of Liability

1. The Seller shall not be held liable for failure to perform or improper performance of its obligations if such failure was caused by force majeure.
2. The Seller shall promptly notify the Buyer of any obstacle to the performance of the Contract.
3. Subject to mandatory provisions of law, the Parties exclude the Seller's liability for any damage, except for damage caused by the Seller's wilful misconduct or gross negligence.
4. In any case, the Seller's liability towards the Buyer shall be limited to the net value of the Goods subject to the Contract.

VIII. Confidentiality

1. The Parties undertake to keep confidential all commercial and technical information obtained in the course of their business relationship and not to disclose such information to any third party.
2. All documents, such as samples, drawings, plans, and similar materials mutually provided by the Parties shall be treated with appropriate care and confidentiality. Such documents may not be disclosed or made available to unauthorised persons.

IX. Termination of the Contract

1. Each Party may terminate the Contract by giving one month's notice.
2. If the Buyer delays in collecting the Goods for more than three (3) months, the Seller shall be entitled to withdraw from the Contract due to the fault of the Buyer with immediate effect and to claim a contractual penalty equal to the net value of the Goods.
3. In the event of the Buyer breaching material terms of the Contract, particularly in the case of repeated delays in payment of amounts due under the Contract, the Seller shall be entitled to terminate the Contract with immediate effect.

X. Buyer's Declarations

1. The Buyer declares that the Buyer itself, as well as its owners (both direct and indirect), ultimate beneficial owners, representatives, directors, managers, or employees:
 - a) do not violate any provisions of the Sanctions Regulations (as defined in clause 3(b) below);
 - b) are not listed on any Sanctions Lists (whether by name or by inclusion in a designated group);
 - c) do not have their registered office or principal place of business in, and were not established under the laws of, a country subject to Sanctions Regulations;
 - d) are not directly or indirectly dependent on entities listed under points (b) or (c);
 - e) are not subject to any proceedings or investigations related to any violation of sanctions regulations.
2. If any of the circumstances referred to in clause 1 occurs, the Buyer undertakes to immediately inform the Seller.
3. For the purposes of this declaration, the following terms shall have the following meanings:
 - a) "Sanctioning Authorities" shall mean: the Kingdom of Norway, the Government of the United States of America, the United Nations, the United Kingdom of Great Britain and Northern Ireland, the European Union and each of its Member States (including Poland), the Organisation for Economic Co-operation and Development, and any bodies acting on their behalf;
 - b) "Sanctions Regulations" means any legislation or regulations issued by Sanctioning Authorities (including regulations of the Office of Foreign Assets Control (OFAC)) imposing economic or financial sanctions on individuals, legal entities, countries, organisations or other entities;
 - c) "Sanctions Lists" means lists of individuals, legal entities, countries, organisations or other entities published in connection with Sanctions Regulations by Sanctioning Authorities.
4. The Buyer declares and warrants that the goods purchased from the Seller or any of its Affiliates shall not be sold, supplied, transferred, or exported directly or indirectly to any person, entity or authority:
 - a) listed on Sanctions Lists (whether by name or by inclusion in a designated group);
 - b) domiciled or having their principal place of business in a country subject to Sanctions Regulations and established under the laws of such a country;
 - c) directly or indirectly dependent on any entities listed in clause 1.4(a) or (b);
 - d) subject to ongoing proceedings or investigations relating to any violations of Sanctions Regulations.
5. The Buyer declares and warrants that the Goods shall not be sold, directly or indirectly, to Russia, Belarus or Ukraine (specifically Crimea, Sevastopol, Donetsk and Luhansk regions), or to Russian or Belarusian entities, or used within the aforementioned territories.
6. In the event of: (i) the occurrence of any of the circumstances referred to in clause 1; or (ii) any breach by the Buyer of the obligations referred to in clauses 2, 4 or 5 of this section; or (iii) the Seller having a reasonable suspicion that a situation described under (i) or (ii) has occurred, the Seller:
 - a) shall be entitled to immediately cease cooperation; or
 - b) may withdraw from Contracts not yet fully performed (in any case, no later than the

date of full performance of the respective Contract);

and the Buyer shall not be entitled to any claims in connection with the exercise of such rights (even if the suspicion later is proven unfounded, provided that it was reasonable at the time of exercising such rights).

XI. Personal Data Protection

1. The controller of the personal data of the Buyer who is a natural person conducting business activity is PAGED Plywood Spółka Akcyjna, with its registered office in Morąg, email: sklejka@paged.pl. The Controller has appointed a Data Protection Officer who can be contacted at: iod@m3mcom.pl.
2. The Controller may process your personal data for the following purposes:
 - a) for the conclusion and performance of the contract for the sale of Goods, including the possible exercise of the Buyer's warranty rights, handling of complaints or returns – the legal basis for processing is the necessity for the conclusion and performance of the contract (Article 6(1)(b) of the GDPR);
 - b) for telephone support related to the contract – the legal basis for processing is the necessity to take steps at the request of the data subject prior to the conclusion of the contract (Article 6(1)(b) of the GDPR);
 - c) for the execution of the ordered transport – the legal basis for processing is the necessity to pursue the legitimate interests of the controller (Article 6(1)(f) of the GDPR); the legitimate interest of the controller is the fulfilment of the Client's/Buyer's instructions;
 - d) for direct marketing of the controller's own products and services, including profiling in order to tailor marketing content to individual preferences based on purchase history – the legal basis for processing is the necessity to pursue the legitimate interests of the controller (Article 6(1)(f) of the GDPR); the legitimate interest of the controller is to provide clients/buyers with information about goods and services offered by PAGED Plywood S.A.; where consent is given for the processing of personal data for marketing purposes after termination of the contract or for the sharing of data, such consent shall constitute the legal basis for the processing of personal data for this purpose (Article 6(1)(a) of the GDPR); the contact details provided as well as any contact details obtained in the future will be used for marketing purposes;
 - e) where necessary, for the establishment, exercise or defence of legal claims related to the concluded contract – the legal basis for processing is the necessity to pursue the legitimate interests of the controller (Article 6(1)(f) of the GDPR); the legitimate interest of the controller is the ability to assert and defend against claims arising from the concluded Contract;
 - f) for the fulfilment by the controller of legal obligations related to the retention of accounting records regarding the sales Contracts – the legal basis for processing is the necessity to comply with a legal obligation incumbent on the controller under accounting regulations (Article 6(1)(c) of the GDPR).
3. The provision of personal data is necessary for the conclusion and performance of the sales Contract and the arrangement of transport. Without providing personal data, it is not possible to conclude and perform the Contract or fulfil the aforementioned services. Providing personal data for marketing purposes is voluntary.
4. Your personal data will be stored until the expiry of any claims arising from the Contract or until the expiry of the data retention obligation arising from legal regulations, particularly the obligation to retain accounting documents.
5. The controller will cease processing data used for direct marketing purposes, including profiling, earlier if you object to the processing of your data for this purpose. To the extent that the processing of data is based on consent, your personal data will be processed until such consent is withdrawn.
6. Your personal data may be disclosed to entities and authorities authorised to process such data under legal regulations. Your personal data may be disclosed to other companies within the Paged Group for their marketing purposes if you have given consent for such disclosure. Your personal data may be transferred to entities processing personal data on behalf of the controller: IT service providers, entities processing data for debt collection purposes, marketing agencies, and shipping companies, provided that such entities process the data under an agreement with the controller and solely in accordance with the controller's instructions.
7. You have the right to access your personal data and the right to request its rectification, deletion, or restriction of processing. You have the right to data portability, i.e., the right to receive from the controller your personal data in a structured, commonly used, machine-readable format. You may transmit this data to another controller. To the extent that the basis for processing your personal data is the legitimate interest of the controller, you have the right to object to the processing of your personal data. In particular, you have the right to object to the processing of your data for direct marketing purposes, including profiling. To the extent that the basis for processing your personal data is consent, you have the right to withdraw such consent. Consent may be withdrawn at any time by sending an email to iod@intercars.eu. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
8. You have the right to access your personal data and the right to request its rectification, deletion, or restriction of processing. You have the right to data portability, i.e., the right to receive from the controller your personal data in a structured, commonly used, machine-readable format. You may transmit this data to another controller. To the extent that the basis for processing your personal data is the legitimate interest of the controller, you have the right to object to the processing of your personal data. In particular, you have the right to object to the processing of your data for direct marketing purposes, including profiling. To the extent that the basis for processing your personal data is consent, you have the right to withdraw such consent. Consent may be withdrawn at any time by sending an email to iod@m3mcom.pl. The withdrawal of consent does not affect the lawfulness of processing based on consent before its withdrawal.
9. To exercise the above rights, you should contact the controller or the Data Protection Officer using the contact details provided above.
10. You have the right to lodge a complaint with the supervisory authority for personal data protection in Poland.

XII. Final Provisions

1. Without the Seller's written consent, the Buyer shall not use the Seller's name, trademarks, or trade names. The Seller holds copyright and other intellectual property rights in the Goods it manufactures.
2. The assignment of rights arising from Contracts to which these GTCS apply requires the Seller's written consent.
3. All orders, confirmations, notices, declarations, and amendments to the Contract must be made in writing to be valid.
4. The place of performance of all obligations of the Parties arising from concluded Contracts and/or agreements is the registered office of the Seller.
5. The illegality, invalidity, or unenforceability of any provision of these GTCS or of an Contract and/or agreement concluded between the Parties shall not affect the validity of the remaining provisions of the GTCS or the agreement. In such cases, the Parties shall replace the invalid provision with a valid one that best reflects the commercial purpose of the original provision. The same applies in the case of omissions in the GTCS.
6. The GTCS, Contracts and/or agreements are governed by Polish law and shall be construed and interpreted accordingly. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) and the Convention on the Limitation Period in the International Sale of Goods of 14 June 1974 (New York) shall not apply.

