

GENERAL TERMS OF SALE KKM

§ 1. General Provisions

1. These General Terms of Sale set out the rules for concluding sales contracts for goods offered by KKM Polska sp. z o.o.
2. These General Terms of Sale, hereinafter also referred to as "GTS", form an integral part of all sales contracts concluded with KKM.
3. The conclusion of the contract takes place based on the Buyer's order. The contract is concluded if KKM notifies the Buyer of the acceptance of their order within 24 hours from the submission of such an order. The notification will be sent via email, fax, or another method commonly accepted for such contracts and will indicate a link to the website where the content of these GTS is available. As of the date of drafting these GTS, they can be found at <http://www.kkmpolska.pl/warunki-sprzedazy.html>. The GTS will be binding for KKM and the Buyer unless the parties separately and explicitly agree in writing that all or specific provisions of these General Terms of Sale do not apply to a given order or contract.

§ 2. Offers, templates, and price lists

Offers, advertisements, price lists, and other announcements regarding the goods offered by KKM are for informational purposes only. Samples and templates provided by KKM are for demonstration and display purposes only.

§ 3. Payment Terms

1. Payment for the received goods should be made within 30 days from the invoice date issued by KKM unless otherwise specified on the invoice. This term is always defined in days and calculated from the date of the invoice issuance.
2. The Buyer becomes the owner of the ordered goods only upon full and timely payment for the goods. KKM reserves ownership of the goods under Article 589 of the Civil Code. If the Buyer fails to make the payment within the specified term, KKM has the right to demand the return of the unpaid goods from the Buyer. KKM may also claim compensation if the goods have been used or damaged, especially if the value of the goods recovered by KKM is lower than the payment amount due from the Buyer for the received goods.
3. The payment date for the Buyer is the date the funds are credited to KKM's bank account as indicated on the VAT invoice.
4. In the event of late payment, KKM is entitled, without additional notices, to claim interest for late payment at a rate of 5 (five) percentage points above the statutory interest rate applicable on the invoice payment date (on an annual basis). Interest for late payment is calculated from the day following the invoice's due date.
5. In case of late payment, KKM is entitled to claim, in addition to the principal amount and interest, court costs, enforcement fees, and legal representation costs. Furthermore, KKM has the right to demand and claim a lump sum reimbursement of costs related to debt collection up to 20% of the collected amount.
6. If the Buyer delays payments based on more than one invoice, KKM has the right to allocate any payment made by the Buyer, regardless of the invoice it refers to, first toward the accrued interest and then toward the oldest outstanding debt. This provision overrides the Buyer's right (debtor's right) provided in Article 451 §1 of the Civil

Code. At the same time, KKM reserves the right to set off other claims and obligations in accordance with the provisions of the Civil Code.

7. The Buyer is not entitled to offset any claims against KKM.
8. If the Buyer exceeds the payment term for delivered goods as per any single invoice, KKM has the right to declare all payments due under all invoices, including those not yet due, as immediately payable.
9. Filing a complaint does not entitle the Buyer to withhold payment for the delivered goods or any part thereof.
10. The Buyer is obliged to promptly notify KKM in writing of any change in its registered office or address for correspondence. Failure to notify results in the assumption that deliveries made to the addresses provided in the order or in signed contracts or other agreements are valid.

§ 4. Delivery Conditions

1. Delivery of goods purchased by the Buyer is made based on their order.
2. The order may be placed through the website www.kkmpolska.pl—via the system or in other written form (email, fax) and must specify the exact name and address of the Buyer, the assortment, the quantity of the ordered goods, and the delivery date and location.
3. KKM may accept the order in whole or in part.
4. KKM undertakes to ensure that the ordered goods are delivered to the Buyer without delay. Delays in the delivery of goods do not entitle the Buyer to any claims against KKM, particularly claims for damages or withdrawal from the contract.
5. If the inability to fulfill the order by KKM occurs due to force majeure, the Buyer is not entitled to any claims for damages resulting from the non-fulfillment or improper performance of the contract. KKM is obligated to immediately inform the Buyer about the events that caused the impossibility of delivery. Events considered force majeure include, among others, disruptions at the plant not caused by KKM, restrictions caused by government orders, natural disasters, strikes, lack of electricity, etc.
6. If the Buyer has overdue payments, has failed to pay interest for delayed payments, or if KKM becomes aware of the Buyer's deteriorating financial situation in a way that may negatively affect the Buyer's ability to fulfill its obligations under the contract with KKM, the fulfillment of further orders may be suspended until appropriate payments are made or the payments are secured in a manner separately agreed upon by KKM.

§ 5. Delivery of Goods

1. Unless otherwise agreed, KKM goods are sold on an ex-works basis.
2. Pallets on which the cardboard is delivered are the property of KKM unless they belong to KKM's supplier. The Buyer is obliged, upon request from KKM, to prepare the pallets in their possession for return and to load them onto the transport vehicles designated by KKM for collection. If the Buyer fails to return the pallets, KKM will charge the Buyer the cost of the unreturned pallets according to KKM's current price list.
3. Goods that cannot be delivered to the Buyer for reasons attributable to the Buyer at the agreed time will be stored by KKM at the Buyer's cost and risk. KKM reserves the right to store such goods at a third-party warehouse at the Buyer's cost if the Buyer does not collect the goods within 7 days after receiving a collection notice.

§ 6. Characteristics of Ordered Goods

1. All orders are placed by the Buyer at their own risk. In particular, KKM is not liable to third parties in case of any violations related to the ordered goods concerning industrial property rights such as patents, utility models, geographical indications, or copyrights. The Buyer undertakes to indemnify KKM against any liability and claims directed towards KKM due to the violation of the above-mentioned rights in connection with the ordered products.
2. Rubber or other products, depending on the type, are manufactured according to the following standards:
 - Molded products: ISO 3302-1 M2 or M3, depending on the material type.
 - Extruded elastomer products: ISO 3302-1 E2 or E3, depending on the material type.
 - Calendered products: ISO 3302-1 ST2 or ST3, depending on the material type.
 - Cut products: ISO 9013 class 2 or 3, depending on the material type.

§ 7. Complaints

1. All complaints must be submitted to KKM immediately and in writing.
2. For quantity complaints, the complaint must be submitted: a) For complaints related to incorrect loading of goods – no later than the day following the unloading of the goods. b) For complaints related to damage during transportation – no later than on the day of the unloading of the goods.
3. For both quantity and quality complaints, the Buyer must note the type of damage to the purchased goods (identifying the shortage or damage) on the bill of lading. The bill of lading must be signed by the driver who delivered the goods.
4. Quality complaints can be submitted by the Buyer within 7 days from the discovery of the defect, but no later than 14 days from the date the goods were handed over to the Buyer.
5. If the complaint is deemed justified, KKM may, at its discretion, either replace the goods with new ones free from defects or agree on appropriate compensation. Handling the complaint in the above manner excludes the possibility of further compensation claims.
6. Until the complaint is resolved, the Buyer is required to store the complained goods properly to prevent any damage or shortages.
7. Failure to submit a complaint within the time limits specified above results in the Buyer losing the right to complain.
8. In every case, the basis for considering a complaint by KKM is the preparation of a complaint protocol and photographic documentation by KKM's sales representative immediately after the complaint is submitted by the Buyer.
9. KKM is not responsible for any damage caused during the unloading of goods.
10. KKM is not liable for damages caused by improper use or storage of the goods by the Buyer.
11. KKM has the right to withhold the processing of the Buyer's claims related to complaints until all outstanding payments are settled by the Buyer.
12. By accepting this complaint procedure, the Buyer waives the right to set off their claims.
13. In matters concerning KKM's liability for defects in the sold goods, the relevant provisions of the Civil Code regarding warranty for physical and legal defects apply, subject to the provisions of this paragraph.

§ 8. Limitation of Liability

Notwithstanding any other provisions of the Agreement and the GTS, and to the extent that it does not violate mandatory legal provisions: KKM's total liability for any damages, claims, and demands based on any grounds (including damages, claims, and demands for tort, breach of contract, warranty, assurance, or statutory duty, lack of due diligence, strict liability, or infringement of Intellectual Property Rights) shall not exceed an amount equal to $\frac{1}{4}$ (one quarter) of the Contract Price. Moreover, KKM shall not, under any circumstances (including breach of warranty or assurance), be liable for any loss of profits, loss of contracts, increased costs (including costs of capital, fuel, and energy), loss of revenue, loss of use, loss of data, or for any consequential or indirect damages.

§ 9. Final Provisions

1. In matters not regulated by these GTS, Polish law applies. These GTS exclude the application of the Vienna Convention of April 11, 1980, on the International Sale of Goods.
2. KKM and the Buyer will strive to resolve any disputes arising from the performance of contracts covered by these GTS amicably. If an amicable resolution is not possible, the common court having jurisdiction over KKM's registered office, as of the day the claim is filed, will have jurisdiction to resolve the dispute.
3. The Buyer authorizes KKM to issue VAT invoices without the signature of the person authorized to accept them and declares that such VAT invoices are considered accepted by the debtor within the meaning of the provisions on summary proceedings, particularly Article 485 §1 point 2 of the Code of Civil Procedure.
4. The Buyer will not have the right to transfer their rights or obligations under these Terms without KKM's prior written consent.
5. The Buyer hereby excludes the application of their own purchasing or sales terms when performing the contract with KKM.