

General mandatory terms and conditions of sale and commercial cooperation of brand Klubana, which is owned by WODADO, a limited liability company with its seat in Lodz, Poland, registered in the Entrepreneurial Register of the National Court Register under the number 0000836767, Tax Identification Number: PL7252298474 and REGON State Statistical Number: 385883490 (hereinafter referred to as 'KLUBANA').

1. GENERAL TERMS

- 1.1.** The provisions of the following regulations apply to all customers using the services of the KLUBANA.
- 1.2.** These regulations apply also to the website www.klubana.com, which is owned by KLUBANA.
- 1.3.** The following general terms and conditions of sale and commercial cooperation (hereinafter referred to as "the general conditions") constitute an integral part of every sales and purchase agreement concluded with KLUBANA and when placing an order are treated as well known by the customer, unless any special conditions have been agreed.
- 1.4.** An act of submitting an order in KLUBANA is tantamount to the acceptance of these general conditions by the purchaser.
- 1.5.** Selected terms of the general conditions may be excluded or changed in separate individual arrangements. Such changes can only be made in writing.
- 1.6.** All inquiries regarding the general conditions should be sent directly to the e-mail address: office@klubana.com.

2. PRICE OFFER

- 2.1.** All inquiries should be submitted electronically via e-mail to the address: office@klubana.com. In order to prepare a specific offer, the inquiry should contain:
 - detailed description of the product / service and the number of quantity and model
 - expected delivery date of the order.
- 2.2.** In order to get acquainted with the company's offer and product quality, KLUBANA offers the possibility of sending once free samples of all available products. Next samples will be treated as a sale and sent at a regular price. Requests for samples should be addressed to: office@klubana.com.
- 2.3.** KLUBANA sells its products to purchasers at the prices indicated in a valid price list or based on an individual price calculation. The prices provided by KLUBANA are always the net prices and the value-added tax has to be added according to the rates valid on the day of the VAT invoice issuance.
- 2.4.** All prices are expressed per unit of measure (pcs, sq m, etc.) in EUR. KLUBANA gives also possibility to buy products in PLN, which needs to be agreed individually.
- 2.5.** Possible discounts resulting from promotional actions or individual arrangements with ordering parties are to be confirmed in writing by KLUBANA in the order acceptance.
- 2.6.** KLUBANA reserves its right to change the prices without prior notice, unless such a change has been agreed individually.

3. ORDERS, AGREEMENT CONCLUSIONS

- 3.1. Orders are accepted only in electronic form at the e-mail address: office@klubana.com.
- 3.2. Each time the order should contain as much detail as possible regarding the type of ordered assortment, quantity of the product, unit of measurement, agreed price and tax identification number, exact company name of purchaser, address, telephone numbers and names of persons dealing with the given order. The order should have the exact shipping address and e-mail address of the purchaser. The order should indicate also a selected form of delivery (own transport or organised by KLUBANA, with or without unloading).
- 3.3. The order is confirmed by KLUBANA by e-mail within a maximum 3 business days from the date of its receipt, with an indication of the approximate date of shipment or preparation for collection.
- 3.4. Ordering the products is treated as a commitment to collect them.
- 3.5. An act of submitting an order is tantamount to the acceptance of these general conditions by the purchaser.
- 3.6. KLUBANA does not take any responsibility for mistakes in the orders.
- 3.7. A sales-purchase agreement is concluded when KLUBANA approves the order via e-mail sent to the purchaser.
- 3.8. By placing an order for printing, the purchaser also declares that he has the rights to print, reproduce and process the materials supplied. The customer takes full responsibility for legal defects resulting from the content and form of works and samples provided for printing, including infringement of copyrights and other rights of third parties.

4. PAYMENTS

- 4.1. The payment for the ordered goods shall be settled on the grounds of the invoice issued by KLUBANA.
- 4.2. The ordering party is obliged to transfer the payments within the time limits indicated on the VAT invoices to the bank account of KLUBANA (also indicated on the invoice).
- 4.3. The purchaser can be entitled the right to purchase with an extended payment deadline which is agreed individually and must be confirmed by KLUBANA in the order acceptance.
- 4.4. The payment is deemed settled once the money transfer is posted on the bank account of KLUBANA. The basis for starting the execution of the order is the confirmation of the receipt of money on the account of KLUBANA, unless otherwise agreed.
- 4.5. If the order for the goods of KLUBANA is submitted for the first time, before issuing a VAT invoice or before shipping or collecting the goods, the purchaser is obliged to prepay the total amount for the price of the ordered goods indicated in a pro-forma invoice issued by KLUBANA. After receiving the payment, the order is sent for execution.
- 4.6. Failure to meet the payment deadline by the purchaser results in the need to settle outstanding obligations and prepay the next order in 100% on the basis of a pro-forma invoice.
- 4.7. If the payment becomes overdue, KLUBANA reserves a right to suspend further deliveries and not to accept another order before paying any outstanding balance.
- 4.8. The purchased goods remain the property of KLUBANA until the payment for the goods has been fully settled.

4.9. In the case of late payment settlement, KLUBANA will charge the statutory rates for each day of delay.

4.10. The ordering party undertakes to bear any costs referring to the pre-litigation and litigation enforcement of claims resulting from the failure to settle the amounts due or delay in their payment for the purchased goods.

5. COMPLETION DATE AND DELIVERY CONDITIONS

5.1. The order is assembled as soon as possible, with the proviso that the products must be available in the Contractor's stock. Otherwise, the approximate, fastest possible delivery date is given.

5.2. The delivery date of the ordered goods agreed with KLUBANA is only an approximate date and should not be considered as the final date.

5.3. The ordered goods are collected by shipping companies, unless otherwise agreed.

5.4. The delivery costs are covered by the purchaser.

5.5. If two or more orders are processed at the same time (from the same customer and with the same shipping address), KLUBANA may decide to pack them in one package to reduce delivery costs.

5.6. Delivery time of international shipment is dependent on shipping company (approx. 3 business days). KLUBANA is not responsible for late delivery resulting from reasons beyond the control of the Contractor.

5.7. If the courier delivers a damaged order, the Purchaser is obliged to write a damage report in the presence of the courier from the shipping company and to stop the waybill. KLUBANA must be notified immediately by e-mail.

6. COMPLAINTS

6.1. Only products damaged or incompatible with the order are subject to complaint.

6.2. The complaint should be submitted in electronic form to the e-mail address office@klubana.com no later than 5 days after receiving the order.

6.3. In case of an unjustified complaint, the customer will be charged for transport costs.

6.4. Complaints about damage to shipments during the transport must be reported at the time of receipt of the goods. The recipient is obliged to prepare a complaint damage report in the presence of the courier from shipping company and immediately notify KLUBANA by e-mail. Complaints that do not meet the given procedure will not be considered.

6.5. If the delivered goods do not comply with the confirmed order, KLUBANA is only obliged to supplement any deficiencies or either repair or replace defective goods.

6.6. Defects of part of the order do not entitle to claim the entire delivery.

6.7. Returns of goods processed in any way are not accepted.

6.8. An excess or deficit of up to 5% of the goods is possible and does not constitute grounds for complaint claims. This provision does not apply to consumers, who do not run a business (legal entity).

6.9. KLUBANA is not responsible for temporary shortages of goods at suppliers.

7. DISPUTE SETTLEMENT

7.1. In case of any disputes between the Parties and any discrepancies or claims, the parties undertake to cooperate in

order to resolve them amicably by mutual agreement.

7.2. If an agreement cannot be reached within fourteen days from the date of receipt by the Party of a written request for settlement, disputes shall be resolved by the court having jurisdiction over the company's registered office.

7.3. In matters not covered by the above general conditions, the provisions of the Civil Code shall apply.

8. FINAL PROVISIONS

8.1. Any changes or additions to these general conditions require written form for their validity.

8.2. If particular provisions of the general conditions prove to be illegal, invalid, or ineffective, the remaining provisions of the general conditions remain valid and are still binding for both parties.

8.3. The Polish law constitutes the grounds for settling any disputes resulting from the conclusion hereof.

8.4. KLUBANA is the administrator of personal data of the natural persons who conclude the agreement on behalf of the Client, as well as contact persons of the Client, including persons authorized to place assignments, and persons servicing the process of settlement of the assignments. The rules concerning the processing of the personal data by KLUBANA can be found on the website www.klubana.com, which document forms an integral part of the general conditions.