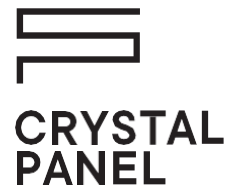


General terms and conditions of contracts



1. These General Terms and Conditions of Contracts hereinafter referred to as "GTC" apply to all forwarding, transport, sale and delivery contracts concluded by SKL PLUS Spółka z ograniczoną odpowiedzialnością with registered office in Poznań (61-608) at ul. Błazeja 70E, REGON 301067675, NIP 9721195168, entered into the Register of Entrepreneurs of the National Court Register under number 0000334391, whose registration documents are in the District Court Poznań – Nowe Miasto and Wilda, VIII Business Division of the National Court Register, hereinafter referred to as "SKL", as a forwarder, carrier, vendor, or supplier.
2. The GTC constitute a standard contract formulated and applied by SKL in the understanding of art. 384 § 1 of the Civil Code.
3. The GTC constitute an integral part of the contract concluded by SKL, regardless of the contents of documents confirming the conclusion of the contract, and in particular bills of lading, transport orders and other commercial documents prepared in writing, as a document or electronic document.
4. The contractual provisions, individually agreed and confirmed in a written, documentary or electronic form, shall take precedence over the provisions of the GTC in the scope in which they contain regulations different from those of the GTC.
5. The GTC are applicable if the other party to the contract, hereinafter referred to as "the other Party", is a business person within the meaning of the Civil Code.
6. The GTC are posted on the SKL website and are made available at the moment of executing a contract.
7. The GTC in the electronic form are attached to commercial correspondence conducted by means of electronic mail (e-mail) as a PDF file.
8. The GTC exclude the use of other standard contracts, in particular those used by the other Party.
9. Information regarding services and products offered by SKL presented in catalogs, price lists, folders, press materials, as well as posted on the SKL website is only of advertising nature, it does not constitute an offer within the meaning of the Civil Code and does not form a part of any executed contract.
10. The date of payment of the amount due by the other Party to SKL is 14 days, unless a longer payment period is indicated on the invoice issued by SKL.
11. Filing a complaint does not release the other Party from the obligation to make payments to SKL in due time.
12. In case of late payment by the other Party, SKL shall be entitled to the maximum interest for delay established in accordance with Article. 481 §2¹ of the Civil Code.
13. SKL and the other Party are obliged to keep confidential all information that they learned in connection with the execution and performance of the contract regarding its conditions. The maintenance of confidentiality does not apply to the obligation to disclose information required by the mandatory provisions of the law or necessary for the performance of the contract. The obligation of secrecy also lasts after the end of the contract and is not limited in time.
14. The contract is concluded in Polish. The Polish language is the basis for interpretation of the contract regardless of the country of residence or origin of the other Party.
15. In the case of concluding an agreement with the other Party being a natural person, SKL as the controller will process personal data of that person pursuant to art. 6 par. 1 points b, c and f of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals 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), in particular to the extent necessary to perform the contract, process complaints, assert claims, and meet tax obligations.
16. Common courts of the Republic of Poland will be competent in all matters arising from the contract concluded by SKL with the other Party. Conclusion of a contract with GTC as its integral part is tantamount to the conclusion of the agreement on choosing jurisdiction referred to in art. 25 of Regulation (EU) No 1215/2012 of the European Parliament and Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters.

17. The obligations arising from the contract concluded by SKL with the other Party are governed by the Polish law. Conclusion of a contract with GTC as its integral part is tantamount to the conclusion of a contract regarding the choice of law within the meaning of art. 3 of the Regulation of the European Parliament and Council (EC) of 17 June 2008 on the law applicable to contractual obligations (Rome I).
18. The provisions of the UN Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980 (Journal of Laws of 1997 No. 45 item 286), do not apply to the contract concluded by SKL with the other Party.
19. All disputes arising from the contract concluded by SKL with the other Party shall be settled by common courts locally competent for SKL.
20. Any changes and additions to the contract concluded by SKL with the other Party shall require the form in which the contract was concluded, under pain of nullity.
21. Damages related to the transport and delivery of purchased goods to the Customer, if the delivery was commissioned to us, should be reported in the following manner:
22. External damage to the packaging should be reported in the presence of a courier or driver on their form.
23. Internal damage resulting from delivery can be reported in writing to the Customer Service Desk by 16:00 hrs of the business day following the date of receipt.
24. In both cases, a photograph of the damage should be taken and delivered to the Customer Service Desk.
25. A failure to comply with the above-mentioned principles in this point 21 releases SKL from its liability for damages resulting from transport.

Poznań, 25/07/2018

