



# GENERAL TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES OF SUN WINNER

## § 1

### GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") regulate the rules for concluding commercial contracts and sales agreements for goods and services supplied by Sun Winner Group Sylwester Piechowski, with its registered office at ul. Poznańska 148A, 18-400 Łomża, NIP: 7182011087, hereinafter referred to as "Sun Winner" or the "Seller."
2. This document constitutes an integral part of all sales agreements concluded by Sun Winner and, together with the agreement, takes precedence over any general terms and conditions of the business partner.
3. The Buyer's initiation of cooperation with the Seller, in particular placing an order, signifies the Buyer's acceptance of the GTCS.
4. The provisions contained in the GTCS may only be amended in writing or by a separate agreement upon consultation with Sun Winner.
5. The General Terms and Conditions of Sale are available to the Buyer before the agreement is concluded, both in electronic and written form, and are published on the Seller's website: [www.sunwinner.pl](http://www.sunwinner.pl)

## § 2

### OFFER, CONCLUSION OF CONTRACT, MARKETING MATERIALS

1. Information regarding the goods and services offered by Sun Winner, including prices, is contained in price lists, brochures, catalogs, leaflets, and is available directly through contact with the sales department, as well as partially published on the company's website. Sun Winner reserves the right to make changes to the offer at any time
2. Commercial agreements are concluded in writing, through direct purchase of the company's products or by establishing individual cooperation terms with Sun Winner. Each order placed is equivalent to the conclusion of a commercial agreement, acceptance of its terms, and consent to comply with these GTCS.
3. Price offers are made exclusively by authorized employees of Sun Winner's sales department in writing (delivered in person, by electronic means, fax, or post) and depend on previously agreed terms of the contract between the parties.
4. The validity of a price offer is determined directly with Sun Winner, only in writing.
5. Lack of knowledge of the Seller's current commercial offer does not release the Buyer from the obligation to fulfill the terms of the contract and pay all amounts due.
6. Sun Winner provides full sales support through training, marketing materials (photos, brochures, catalogs, etc.), samples, templates, and technical support based on a separately concluded marketing agreement.
7. Detailed conditions and additional information regarding the availability and sale of the materials described in § 2 point 6 are regulated in the Sun Winner marketing agreement available in the company's sales department.
8. Prices specified in the price lists do not include VAT.

### **§ 3**

#### **ORDER PLACEMENT AND FULFILLMENT**

- 1.** Orders must be submitted in writing (delivered in person, by electronic means, fax, or post) and confirmed by acceptance of a completed Sun Winner order form. A properly submitted order should include, in particular: the full name and address of the customer with contact details, a detailed list of the goods or services with their specifications, as well as the quantity of the ordered goods.
- 2.** Sun Winner confirms acceptance of the order for fulfillment based on the Buyer's compliance with the conditions specified in § 3 point 1, verification of the feasibility of the order, and the Buyer's fulfillment of the payment conditions specified in § 4.
- 3.** Sun Winner reserves the right not to fulfill the order in the event of excessive difficulties or prevention of sales due to force majeure. In such a case, unless otherwise agreed by the parties, the Buyer is not entitled to any claims for delayed fulfillment of the order or damages related to the situation.
- 4.** The order fulfillment deadline is determined individually with the Sun Winner sales department.

### **§ 4**

#### **PAYMENT TERMS**

- 1.** Payment for the products and services offered by Sun Winner shall be made on the basis of an invoice issued by the Seller to the designated bank account in the specified currency.
- 2.** Unless otherwise agreed in writing or under a separate agreement, the following payment terms shall apply:
  - 100% before the commencement of production
  - 50% before the commencement of production, 50% before delivery
- 3.** The Buyer is not entitled to unilaterally offset any claims against amounts due to Sun Winner, nor to withhold payment due to possible defects in goods or improper performance of the contract. All claims in such cases are to be handled in accordance with the complaint procedure described in § 8.
- 4.** The date of payment shall be considered the date on which the funds are credited to the bank account of Sun Winner. Orders may be accepted and processed earlier based on a written (delivered in person, electronically, by fax, or by post) bank confirmation of payment provided in advance by the Buyer.
- 5.** The Buyer becomes the owner of the goods only upon full payment of the sale price for the goods within the term specified in § 4 point 2 of the GTC (retention of title in accordance with Article 589 of the Civil Code). If the Buyer fails to pay within the agreed term, Sun Winner is entitled to demand the return of the goods for which payment has not been made, and compensation if the goods have been used or damaged.
- 6.** If the Buyer is in delay with payments due under more than one invoice issued by Sun Winner, in accordance with § 3 point 1 of the GTC, Sun Winner shall be entitled to apply any payment made by the Buyer toward any invoice issued by Sun Winner, first to interest for late payment and then to the oldest outstanding amounts. For the avoidance of doubt, under this provision the Buyer waives any rights they may have as a debtor under Article 451 § 1 of the Civil Code.

## **§ 5**

### **WITHDRAWAL FROM THE CONTRACT, ORDER CANCELLATION**

- 1.** The Buyer has the right to withdraw from the contract / cancel the order without incurring additional costs, no later than before the commencement of production of the ordered goods or the execution of services.
- 2.** The Buyer is obliged to provide information about the withdrawal from the contract / cancellation of the order to Sun Winner in writing during the company's working hours (delivered in person, electronically, by fax, or by post).
- 3.** Otherwise, Sun Winner reserves the right to deduct incurred costs from the Buyer's payment or to charge the Buyer for costs related to the cancellation of the order after the start of production.

## **§ 6**

### **DELIVERY TERMS**

- 1.** Sun Winner arranges all deliveries of goods via external carriers, using the partner's own transportation, or allows personal collection of orders at the company headquarters at Poznańska 148A, 18-400 Łomża.
- 2.** A business partner using transport services commissioned by Sun Winner is obliged to cover all transport costs. Unless otherwise agreed between the parties, confirmation of the delivery requires presentation of a bank payment confirmation within the timeframe specified by the company's sales department. The carrier has the right to withdraw from transport services if payment for the service is not received.
- 3.** Sun Winner undertakes to make every effort to ensure that deliveries are carried out properly and on time; however, it is not liable for any damages or losses incurred during transport by external carriers or for delivery delays.
- 4.** For deliveries outside the European Union, it is required to provide all documentation and information necessary for proper customs procedures. The cost of customs agency services is fully borne by the business partner.

## **§ 7**

### **WARRANTY**

- 1.** Detailed warranty provisions, procedures, and information are contained in the General Warranty Terms and Conditions (GTC) available at the Sun Winner sales department. Concluding the contract or placing an order constitutes acknowledgment and acceptance of the warranty terms.

## **§ 9**

### **PERSONAL DATA PROTECTION**

**1.** The business partner consents to the processing of the provided personal data by Sun Winner or entities acting on behalf of Sun Winner for the purpose of fulfilling the contract/order and for marketing purposes related to Sun Winner's business activities, in accordance with the provisions of the Act of August 29, 1997, on the Protection of Personal Data (consolidated text, Journal of Laws of 2014, item 1182, as amended).

**2.** In accordance with the provisions of the Act of July 18, 2002, on the Provision of Services by Electronic Means (consolidated text, Journal of Laws of 2013, item 1422, as amended), the business partner consents to receiving commercial messages sent electronically by Sun Winner or entities acting on behalf of Sun Winner to the email address provided by the Partner for the purpose of fulfilling the contract/order.

## **§ 10**

### **FINAL PROVISIONS**

**1.** The parties shall strive for an amicable and friendly resolution of all disputes arising from concluded contracts and placed orders. If it is not possible to resolve the dispute amicably, it shall be submitted to the court competent for the location of Sun Winner's business activity.

**2.** The law applicable to these General Terms and Conditions of Sale (GTCS) is Polish law.

**3.** The invalidity or ineffectiveness of certain provisions of these GTCS does not affect the validity or ineffectiveness of the remaining provisions.

**4.** In the event that these GTCS are drafted in a language other than Polish, the Polish version of the GTCS shall prevail in case of any dispute.