

**General Terms & Conditions of Sale**  
**of 4kraft Sp. z o.o.**

**1. General Provisions**

- 1.1. The General Terms & Conditions of Sale set forth the rules of concluding contracts of sale of products offered by the company under the business name of 4kraft Sp. z o.o. with its registered office in Poznań (Poland) – hereinafter referred to as **“the Seller”**.
- 1.2. The General Terms & Conditions of Sale (hereinafter referred to as **“the GTCS”**), constitute an integral part of all contracts of sale concluded with the Seller, including supplementary or substitute deliveries and determine the mutual relations between the Seller and the entities that enter into a sale agreement with the Seller (hereinafter: **“the Buyer”**). Any exceptions from the application of these General Terms & Conditions of Sale shall require a regular written form (not an e-mail form), otherwise it shall be deemed invalid.
- 1.3. The General Terms & Conditions of Sale shall be communicated and submitted for acceptance to the Buyer at the latest upon placement of the order by the latter, and they are also available on the website [www.4kraft.com](http://www.4kraft.com)
- 1.4. These GTCS shall apply to any sale and shall be deemed binding on both parties if the Buyer has received them from the Seller prior to the conclusion of the sale, or they have been made available on the website. No express submission of the relevant statement in any form is necessary for acceptance of the GTCS by the Buyer. In addition, the General Terms & Conditions of Sale shall be deemed to have been accepted by the Buyer if, after their transmission or indication by the Seller, the Buyer has confirmed, directly or through implicit acts, their intent to execute the contract of sale with the Seller. Silence of the Buyer on the matter of these GTCS implies consent to their application, if the parties carry out sale or sales.
- 1.5. If the Seller and the Buyer enter into subsequent contracts of sale, including in particular placement of subsequent orders by the Buyer, unless the Parties agree expressly otherwise in writing (not in an e-mail form), these GTCS shall apply to such contracts without the Buyer having to confirm each time the acceptance of their provisions, and the Buyer acknowledges that the provisions of the GTCS may be subject to unilateral modifications by the Seller and that contracts entered into and orders placed shall be governed at any time by the current, up-to-date provisions of the General Terms & Conditions as at the date, respectively, of conclusion of the relevant contract or placement of the relevant order.
- 1.6. Unless the Parties agree expressly otherwise in writing, no general terms and conditions of contracts or any similar documents of the Buyer shall apply to contracts of sale entered into by the Seller and the Buyer. Any exceptions from the provisions of these GTCS shall require each time

individual agreements between the Parties confirmed in the written form (regular, not per e-mail), otherwise they shall be deemed invalid. In the event of any discrepancies between the contractual terms and conditions agreed by the Parties and these GTCS, the terms and conditions of sale individually agreed upon in writing by the parties shall apply.

- 1.7. Refusal of acceptance of these GTCS by the Buyer shall entitle the Seller to withhold the release and delivery of the products until their acceptance by the Buyer. The Seller may set an additional deadline for acceptance of the GTCS, and upon its ineffective expiry the Seller may withdraw from the contract.

## **2. Contracts**

- 2.1. The contract of sale shall be concluded on the basis of an order placed by the Buyer with the Seller, preferably in the form of an electronic communication (e-mail or other long-distance communication platform), but also in any other way.
- 2.2. The Seller reserves the right to refuse to accept an order within 7 days of its receipt. Lack of order confirmation by the Seller within this period shall mean refusal to accept the order.
- 2.3. If the order is not accepted, the contract shall not be concluded. The Seller reserves the right to accept the order in part, and it shall inform the Buyer about this in writing or by e-mail.
- 2.4. Changes to the terms and conditions of the contract shall be valid only if they are confirmed in a written form "on paper" (not by e-mail) by the Seller and they shall apply exclusively to the specific commercial transaction.

## **3. Products and prices**

- 3.1. All technical information concerning the products resulting from catalogues, brochures and other advertising materials presented by the Seller shall constitute indicative data and only apply to the extent in which it is accepted by both parties.
- 3.2. The Buyer can only place orders on the basis of the price list provided by the Seller. It is not possible to place orders on the basis of other marketing materials or product lists, in particular those publicly available to individual consumers.
- 3.3. The Buyer shall be obliged to know the parameters of the ordered products. The Seller shall be obliged to deliver the products in accordance with the Buyer's order and shall not be liable for any inability to apply or use the products for the purpose assumed by the Buyer, unless such intended use of the products results directly from official materials made available by the Seller.
- 3.4. The prices specified in the price lists sent to contracting parties shall be binding until the Seller notifies about their change in an electronic form.

- 3.5. A notice of price change shall be deemed to have been effectively delivered if it is sent by e-mail to the e-mail address provided by the Buyer or by registered letter to the postal address indicated by the Buyer. The address indicated for contact shall be deemed to be the e-mail address used by the Buyer for contact with the Seller.
- 3.6. The prices of the products offered by the Seller do not include VAT, unless expressly stated otherwise.
- 3.7. The final price of the products shall be determined on the basis of the prices applicable at the Seller's company on the day of order confirmation made by the Seller.
- 3.8. If between the date of confirming the order and the date of delivery there is an increase in the prices of the basic raw materials or shipping costs, exceeding 5% compared to the prices confirmed on the date of placing the order, the Seller reserves the right to determine the final prices of the products based on the Seller's valid prices at the day of delivery.
- 3.9. The provision of paragraph 3.8 above is applicable as well, if the prices has been specified in the contract between the Seller and the Buyer and between the date of signing the contract and the date of products delivery, there will be an increase in the prices of raw materials or shipping costs exceeding 5% in relation to the prices in force on the date of conclusion of the contract.
- 3.10. Any discounts, price reductions, etc. granted by the Seller shall be agreed individually in writing (also permissible in e-mail form), otherwise they shall be deemed invalid. If the Seller makes a proposal regarding the amount or rate of discounts, price reductions, etc., then such discounts, price reductions, etc. shall be valid after their confirmation by the Buyer. Independently of the confirmation of the new amount or rate of discounts, price reductions, etc., the previously agreed rates shall lose their validity upon delivery of the offer to the Buyer.

#### **4. Orders**

- 4.1. Orders should be placed at least in an e-mail form and specify:
- 4.1.1. the exact name and address of the Buyer,
  - 4.1.2. the range and quantity of the products ordered (with precise description, preferably containing EAN codes of given products),
  - 4.1.3. the date and place of delivery,
  - 4.1.4. name, e-mail address and telephone number of a person responsible for the given sale on the Buyer's side,
  - 4.1.5. name, e-mail address and telephone number of a person responsible for delivery purposes, if it's different than the one for sale purposes,
  - 4.1.6. the INCOTERMS 2020 principle chosen by the parties (according to the template of these GTCS),

- 4.2. Orders may only be made by a person authorised to place orders on behalf of the Buyer. The Seller presumes, that sales representatives contacting him on behalf of the Buyers are indeed authorised to place orders. Nevertheless, the Seller may always request to be shown a relevant authorisation (e.g. a Power of Attorney or a confirmation of job-position in the Buyer's company with a workplace card listing employee's tasks).
- 4.3. Orders that do not contain the required information or placed in an incorrect form may be left without an answer by the Seller and consequently not accepted for fulfilment.
- 4.4. Only orders expressly confirmed by the Seller will be processed.
- 4.5. Placing an order by the Buyer on any given day does not, in any way, reserve any products on stock, let alone the price of said products.
- 4.6. Orders placed by the Buyer may not contain modifications to the terms of the Seller's offer without prior written approval and confirmation with the Seller, and if such modifications are made without the Seller's approval, they shall be considered ineffective and not binding upon the Seller.
- 4.7. All products shall be, in principle, sold on a quantity basis by sales units (e.g. pieces, packaging units, pallets, containers).
- 4.8. The Buyer shall be responsible for making sure that the type of products, as well as quality and quantity of them specified in their order (or in the contract) corresponds to their needs.
- 4.9. Approvals, certificates, declarations of conformity or other documents confirming the quality of the products shall be attached to the delivered document of release of the products only at the express request of the Buyer, submitted before the date of shipment of the products.

## **5. Buyer's Complaints**

- 5.1. All the Buyer's complaints, including those concerning quantity and quality defects, should be sent directly to the e-mail address of the 4kraft supervisor (with confirmation of receipt by the recipient), with whom the given order was placed, or by registered letter. Complaints lodged in different forms shall be left unexamined. Only claims under the manufacturer's warranty are an exception and are referred to in section 6. below.
- 5.2. The Buyer shall be obliged to check the products delivered in terms of quantity and quality for any non-latent defects, upon their receipt from the carrier or courier, and in the case of personal collection – at the moment of collection of the products from the Seller's warehouse.
- 5.3. Any discrepancy in terms of quantity or the occurrence of non-latent defects in the shipped products must be suitably recorded in the consignment note and signed by the driver (courier) and the person taking over the delivered products or in the products release document. If no such entry was made in the consignment note (release document), complaints related to quantity and

quality based on claims of quantitative non-conformity or non-latent defects shall not be examined.

- 5.4. Any complaints related to quantity must be lodged immediately after receipt of the products, and in any case not later than on the first working day after receipt of the products, otherwise any rights related to quantitative deviations shall be lost and considered waived by the Buyer. Complaints must be made per e-mail to the Seller's employee or merchant who is the Buyer's handler, with a copy to [logistyka@4kraft.com](mailto:logistyka@4kraft.com)
- 5.5. Any and all complaints must contain precise information about products: especially EAN code or SKU with quantities, description of potential damage along with photographic evidence.
- 5.6. Any complaints related to quality must be lodged immediately upon receipt of the products, and in any case not later than within 10 working days after the defects in the products are revealed, otherwise any rights related to qualitative deviations shall be lost and considered waived by the Buyer.
- 5.7. If the complaint lodged within deadline set in point 5.5. above is considered justified, the Seller may, at their own discretion, replace the products with a new product free from defects, or collect the defective product and return the price paid for the defective product to the Buyer. Handling of the complaint in the manner described above shall exclude the possibility of claiming further compensation.
- 5.8. Any complaints made after the deadline indicated in 5.5. should be submitted by the Buyer via the complaints procedure analogous to that for end-customers, where the Seller decides how to resolve the issue with either replacement part, repairs to the product, replacement or by means of an invoice correction.
- 5.9. In any case complaints related to quality may not be lodged later than within 1 month from the date of release of the products to the Buyer. In the case of latent defects, the Buyer may submit complaints related to quality not later than within 1 month from the date of detection of the defect, but in any case not later than within 24 months from the date of purchase of the products, as per products warranty.
- 5.10. The Seller's liability for damage resulting from the existence of defects if rights are exercised under the statutory warranty for defects is excluded pursuant to Article 558 of the Polish Civil Code, as both Seller and Buyer are professional parties to the sales contracts, which are made in the course of their business activities. This does not affect the rights of consumers, who may be the final recipients of the products.
- 5.11. The challenged products should be available in an unprocessed form to the Seller throughout the duration of the complaint handling process, until its completion, i.e. until the Seller sends information.

- 5.12. In the case of defects in the products revealed during or after processing thereof, the Seller's liability shall be limited only to those defects in the products whose earlier detection was impossible with the exercise of due diligence. The Seller shall not be liable for organisational solutions adopted by the Buyer.
- 5.13. The Seller may refuse to accept the complaint if the products have been improperly used or processed by the Buyer.
- 5.14. If only some of the products delivered and sold are defective and it is possible to detach from the defect-free products, the Buyer's right to cancel order fulfilment or withdraw from the contract related to the fulfilment of their order shall be limited exclusively to the defective products.
- 5.15. Until the final examination of the complaint, the Buyer shall be obliged to keep the products the complaint concerns in a proper manner, preventing their potential damage.
- 5.16. The Seller's liability for consequential and indirect damages, as well as lost profits shall be excluded.
- 5.17. The Seller's liability shall be limited to the purchase value of the products the complaint concerns.
- 5.18. Challenging the products in terms of quantity and/or quality shall not entitle the Buyer to withhold payment for the deliveries completed.
- 5.19. The Seller shall not be liable for products used in a manner inconsistent with their intended use and technical properties, in which damage has occurred as a result of failure to comply with the recommendations and instructions.
- 5.20. The Seller shall not be liable for damage caused during unloading of the products, unless otherwise specified in the selected INCOTERMS 2020.
- 5.21. The Seller shall have the right to withhold the satisfaction of the Buyer's claims under the complaint until the Buyer has paid all overdue amounts for other sales.
- 5.22. The Buyer waives their right to have their claims set off.
- 5.23. If any dispute arises as to whether a complaint concerning defective products is justified, the Parties shall have the products examined by an independent testing body indicated by both Parties. The costs of an unjustified complaint, including any costs related to the performance of the test referred to above, shall be borne by the Buyer.
- 5.24. If the Buyer undertakes delivery of the products without checking their condition with the carrier or without sending Seller reservations giving a general indication of the nature of the loss or damage, as described in these GTCS, the Buyer shall be deemed to have received the goods in the condition described in the consignment note. The objections provided for above shall be made in writing.

5.25. If the condition of the products has been inspected jointly by the Buyer and the carrier, proof to the contrary of the result of such inspection shall not be admissible except in respect of shortcomings or damage which are not apparent, and if the Buyer has notified the Seller in writing of his objections within ten (10) days from the date of such inspection.

## **6. End-Customer Service**

6.1. By the “end-customer” Parties hereby understand a consumer or sole, when they make a purchase other than for business reasons, that acquires a product from the Buyer

6.2. For end customers, 4kraft has a dedicated customer service, to provide information on products, after-sales services and to handle complaints processes. Seller encourages the Buyer to inform end-customers about the abovementioned method of reporting complaints directly to the Seller.

6.3. Any requests for information, return orders or requests for compensation made by the Buyer are not accepted via the customer service. In such cases, the Buyer should contact 4kraft in accordance with provisions of paragraph 31 above.

6.4. All end-customer’s complaints based on the 4kraft guarantee as a manufacturer should be addressed directly by using a claim form, available depending on the product brand on the websites:

6.4.1. For “Kinderkraft” products: <https://rma.kinderkraft.com/>

6.4.2. For “Kiddy” products <https://rma.kiddy.com/>

6.4.3. For other brands: <https://rma.kinderkraft.com/>

6.5. Notwithstanding the provisions of point 5.7. above, the Buyer may also file complaints in this way on behalf of its customers, provided that it has the appropriate authority from them, including a written entrustment of the processing of personal data of end-customers.

6.6. All complaints submitted must be dealt with in full in accordance with the complaints procedure available on the above-mentioned websites.

6.7. All complaints must contain all the data included in the form from the websites.

6.8. Seller reserves right to decide how to resolve any complaint, taking into account especially end-customer's convenience.

6.9. In cases of lack of contact from the Buyer when the Seller has requested additional information or documentation, all claims will be rejected ex officio after ten (1) days of silence.

## **7. Returns**

7.1. The Buyer may, by separate agreement or if the Parties determined so in a written contract, return some or all of the products. In such cases a corrective invoice shall be issued by the Seller.

- 7.2. In cases of such returns of products, they shall only be accepted provided that the products are not damaged, that they have not been processed by the Buyer and that they are fully resaleable. Furthermore, they must be in their original, undamaged packaging.
- 7.3. Even in cases of a separate written contract by the parties, the products shall be returned only after prior written notice given to the Seller and after obtaining the Seller's written confirmation/acceptance. The return shipment must be properly secured during transport. Details of the packaging shall be included in the relevant notice.

## **8. Deliveries from warehouses**

- 8.1. Delivery of products purchased by the Buyer from warehouses shall be performed on the basis of the Buyer's order. Rules for the direct delivery of containers from China are always individually established with the Buyer.
- 8.2. In each order Parties are obliged to determine an applicable INCOTERMS, as per point 4.1.6. above.
- 8.3. Unless the Parties agree otherwise, deliveries shall be executed under INCOTERMS **FCA 2020, Zonneweg 1, 9940 Rieme, Belgium** (operated by Bleckmann).
- 8.4. The Seller shall be bound by the delivery date only if it complies with the applicable delivery rules or if they confirm different delivery conditions in writing.
- 8.5. If the Buyer sets a specific day and time for delivery, he may not change it later than seventy-two (72) hours before delivery. In cases where such a change is made, all costs relating to the change of the delivery time will be passed on to the Buyer.
- 8.6. Failure to meet the delivery date by the Seller entitles the Buyer to assert his statutory rights only if the Seller, despite confirming the delivery date indicated in the order or an additional date agreed with the Buyer, still fails to deliver, despite a written request.
- 8.7. The delivery date is extended for the duration of the obstacle caused by circumstances beyond the control of the Seller, e.g. suspension of deliveries or untimely deliveries by the Seller's suppliers, force majeure events, unpredictable disruptions in the Seller's production facility, transport and customs delays, damage of production lines, transport damages, road blockades, limitations in road traffic of truck deliveries, electricity shortages, shortages of materials and raw materials, restrictions in the scope of business, movement, transport introduced by acts of public authority (especially connected to epidemics and/or pandemics), etc. Failure to meet the delivery date by the Seller, based on the above-mentioned causes, does not entitle the Buyer to any claims for compensation of damages resulting from non-performance or untimely performance of the contract.



- 8.8. In the event that the expected duration of the obstacles described in paragraph 8.5 above exceeds 1 week, the Seller is obliged to inform the Buyer about it. In this case, both the Buyer and the Seller are entitled to cancel the order or the contract from which the Seller is obliged to perform the delivery of the products, to the extent that it is affected by such obstacles.
- 8.9. If the Parties have agreed that the Buyer will collect the products using their own transport, the collection should take place within five (5) working days after the notice of availability of the products in the Seller's warehouses. The Buyer shall be obliged to notify the Seller at least forty-eight (48) hours in advance about the planned time of collection of the products (with an accuracy of +/- one[1] hour). Supplier then checks the possibility of pick-up in said time and if not the Supplier gives the nearest possible pick-up time, at which the Buyer's carrier can turn up for pick-up. If then the carrier turns up at a different time, the Supplier does not guarantee a pick-up, however, it will perform it on the first possible free loading window (and it does not have to be on the same day).
- 8.9.1. Generally the collection is possible only from Monday to Friday during the working hours of the warehouse (8:00 a.m. – 3:00 p.m.). In the event of a delay in collection, the Buyer may be charged with storage costs, without prejudice to the Seller's other rights. Each partial delivery should constitute a separate transaction and may be invoiced separately by the Seller.
- 8.10. If the products are delivered using the carriers contracted by the Seller and any subsequent means of transportation, the Buyer must provide all the means required to enable efficient unloading of the vehicle.
- 8.10.1. The Buyer is obliged to unload transport within two (2) hours of the agreed delivery time, otherwise, in accordance with local regulations, any and all of the additional costs will be passed on to the Buyer.
- 8.11. The costs of delivery to the Buyer and of other additional services shall be determined individually when the order is placed. All other costs that may arise during order fulfilment, e.g. repackaging, cutting, film-wrapping, transshipment and other fees and taxes applicable during order fulfilment shall be borne by the Seller and counted into the price of products, unless the parties have agreed otherwise.
- 8.12. The Seller makes it clear that, in the case of overdue payments, failure to pay interest on delayed payments, or exceeding of credit limits by the Buyer and other actions of the Buyer to the Seller's detriment, the fulfilment of subsequent orders shall be withheld until the relevant payments are made.
- 8.13. When performing deliveries, the Seller reserves a possible deviation as far as timeliness is concerned: plus or minus 48 hours in relation to the planned delivery date. This provision does not apply if there is a system of advance notice for the date indicated.

8.14. In the absence of specific arrangements, which should be reflected by appropriate provisions in the Buyer's specification, delivery shall take place at the Seller's discretion and without any guarantee as to the selection of the fastest and least expensive manner of shipping of the products.

## **9. Passage of Risk and Ownership**

9.1. The Passage of risk shall be normally determined by a chosen INCOTERMS 2020 rule.

9.2. If no INCOTERMS rule is chosen to a given order or sale, the risk of accidental destruction or loss of products delivered shall lie with the Buyer, including in the time of transport carried out by the forwarder or carrier following the Seller's order.

9.3. The transfer of ownership to any products sold to the Buyer, to which these GTCS apply, shall only take place upon full payment of the price. The provisions of Art. 589 et seq. of the Polish Civil Code shall apply directly to this provision.

## **10. Packaging**

10.1. The Seller shall make every effort to make sure that the products are packaged properly.

10.2. The costs of materials used for packaging shall be considered part of the Seller's own costs and shall be included in the prices of products, unless parties agree otherwise.

10.3. Unless otherwise agreed, the products will be stowed on non-returnable pallets measuring 120x80x180cm.

## **11. Compensation**

11.1. Any and all Buyer's claims for damages related to the fulfilment of the Buyer's order, unless they result from the Seller's wilful misconduct, shall be excluded, to the fullest degree permissible by the law. In particular, the Seller's liability for any indirect or consequential damages or for loss of profit is excluded.

11.2. The Buyer undertakes to strictly comply with the instructions concerning further use of the products. Any Seller's liability shall be excluded if the Buyer fails to comply with the instructions for use of products.

11.3. Notwithstanding the exclusions stated above, any overall Seller's liability towards the Buyer shall be limited to the price of the purchased products.

## **12. Payment Terms**

- 12.1. Payment for the products received shall be made without any deductions and in term of fourteen (14) days counting from the date of issuing of the invoice, unless parties agreed specific payment terms.
- 12.2. The effective date of payment made by the Buyer shall be the date on which the amount due credits the Seller's bank account.
- 12.3. In the event of a delay in payment, the Seller shall be entitled to charge statutory interest for the delay without further requests to comply as well as compensation for debt recovery costs referred to in Article 10, paragraphs 1–2 of the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions. The interest for delay shall be calculated from the day following the day on which the payment deadline expired.
- 12.4. In the event of payment past the due date, the Seller shall be entitled to claim, in addition to the principal amount, interest for delay and compensation for the debt recovery costs referred to in paragraph 12.3 above, as well as for administrative, enforcement, legal representation costs and any other fees and costs related to the collection of the relevant debt.
- 12.5. If the Buyer is in delay with payments due under more than one invoice, the Seller shall be entitled to credit any payment made by the Buyer under any invoice in the first place against the interest for delay and the compensation for debt recovery costs, and subsequently against the oldest outstanding principal amounts.
- 12.6. The Buyer shall not have the right to make a set-off statement towards the Seller.
- 12.7. Bank guarantees, deposits, mortgages, pledges and bills of exchange shall be accepted only for the purpose of securing claims, after prior agreement with the Seller.
- 12.8. The Seller shall be entitled to make order fulfilment dependent on a prepayment in the amount set by the Seller or on the submission of a security accepted by the Seller, in particular if the entity insuring the Seller's receivables refuses to grant a credit limit to the Buyer, if the Buyer is in delay with payments for insurance covering the Buyer, or if the Buyer's financial standing is poor.
- 12.9. The Buyer undertakes to immediately notify the Seller in writing about each change of its registered office or place of residence and address for service of correspondence (including e-mail address, if provided to the Seller). Failure to provide this notice shall result in service to the addresses indicated in the order or in signed contracts or other commercial agreements being deemed effective.

## **13. Force Majeure**

- 13.1. The Seller reserves the right to unilaterally change the order fulfilment date if disruptions occur in the Seller's current activity caused by *force majeure* circumstances.

- 13.2. *Force majeure* shall mean circumstances independent of the parties, which cannot be predicted on the date of conclusion of the contract and/or placement of the order, and which neither Party is able to prevent, including in particular extraordinary natural phenomena (earthquakes, volcanic eruptions, floods, fires, tornadoes, etc.), epidemics, wars, states of emergency, administrative restrictions, power cuts, etc.
- 13.3. The Seller shall be obliged to inform the Buyer immediately about the occurrence of force majeure circumstances affecting an ongoing order. Equally, the Buyer is obliged to inform the Seller of any *force majeure* circumstances that affect the handling of the sale, payment for products, delivery or generally the fulfilment of mutual obligations between the parties.
- 13.4. If it is impossible to collect the products ordered due to the occurrence of *force majeure* affecting the Buyer, the Seller should be immediately informed about this circumstance, not later than 72 hours before the planned date of shipment of the products (if the Seller is responsible for transport). A delayed notice shall be deemed ineffective, and the Buyer shall be obliged to collect the products independently of the *force majeure* circumstances, and if collection is impossible, the products shall be handed over for storage in the warehouse (own or third-party warehouse), and the Buyer shall be obliged to cover the costs of transport and storage.
- 13.5. If the Seller obtains a notice stating that it is impossible to collect the products due to *force majeure* circumstances suitably in advance, the Seller shall withhold delivery of the products ordered until such circumstances cease to exist.
- 13.6. In such a case, the Seller shall confirm by e-mail to the Buyer a new date when the ordered products will be available for collection (or shipment) and when the products will be handed over to the warehouse or Buyer.
- 13.7. The cost of storage of the products for the duration of *force majeure* circumstances shall be borne by the Seller.

#### **14. Intellectual Property**

- 14.1. Seller is the sole owner of the “Kinderkraft”, “Kiddy” and “Baby Tiger” brands and all trademarks connected to them (hereinafter: “**Brands**”). Their use by the Buyer may only take place as indicated below.
- 14.2. In addition, the Seller is the owner of original merchandising and marketing materials such as photographs, advertising films, 3D renders, banners etc. (hereinafter: “**Marketing Materials**”). The use of Marketing Materials may only take place if they are made directly available to the Buyer by the Seller and only to the extent indicated below.

- 14.3. The Seller grants the Buyer a non-exclusive and conditional license for the use of Brands and Marketing Materials solely within the scope of further resale of the products purchased from the Seller, for the time of cooperation between the Parties and within the territory of Buyer's regular business (hereinafter: "**the License**") – unless otherwise agreed in writing.
- 14.4. The Buyer may use the Brands and Marketing Materials for their intended purpose and without making any changes to them without explicit and prior consent of the Seller. The Buyer is not granted any entitlement to exercise subsidiary rights.
- 14.5. The Seller reserves the right to exercise personal rights on Brands and Marketing Materials including the right to designate their origin and author on all publications made by the Buyer.
- 14.6. The License may not be transferred by the Buyer to third parties. The Buyer has no right to grant further sub-licenses to third parties.
- 14.7. For granting the abovementioned License and exploitation of Marketing Materials, the Parties do not agree upon any additional remuneration, except in case described in provision 4.11 below.
- 14.8. The Seller reserves the right to demand immediate discontinuation of any use of Brands or Marketing Materials by the Buyer.
- 14.9. Due to the strict protection of intellectual property by the Seller, the Seller reserves the full right to immediately revoke the License without any further justification and at any time, effective on the day following the delivery of such revocation by e-mail to the Buyer.
- 14.10. The Buyer undertakes to take care of the good name of the Seller and Brands and to use Marketing Materials with respect to binding instructions from the Seller.
- 14.11. In the event that the Buyer does not comply with the demand to stop the use of Brands or Marketing Materials, the Licence shall *ex officio* become a paid license. In such case the Buyer shall pay the Seller EUR 100 (in words: one hundred and 00/100 Euro) remuneration for a paid Licence for each day of use.
- 14.11.1. The payment of this remuneration does not preclude the Seller from claiming for damages caused by the misuse of the Brands or Marketing Materials, in particular damage to the image of the Brands.

## **15. Final Provisions**

- 15.1. These GTCS shall enter into force on 1<sup>st</sup> of January, 2023.
- 15.2. These GTCS shall apply also to orders placed after the date indicated in paragraph 14.1 above on the basis of written contracts of sale (including framework contracts) concluded by the Seller before the date indicated in point 14.1 above, subject to the Buyer's express acceptance of the GTCS.

- 15.3. Whenever these GTCS envisage the written form, correspondence sent electronically shall be deemed acceptable and sufficient for this purpose, unless it is specifically determined otherwise in the provision itself.
- 15.4. The legal relationships with the Buyer shall be governed exclusively by the laws of Poland.
- 15.5. The Seller and the Buyer shall strive to settle amicably any disputes arising in connection with the performance of contracts covered by these terms and conditions. If amicable settlement is impossible, and no arbitration agreement is in place, then any disputes arising directly or indirectly from these arrangements shall be settled by courts of law having territorial jurisdiction over the Seller's registered office.
- 15.6. The Buyer shall not be entitled to transfer the rights and obligations arising from any contract with the Seller without the prior written consent of the Seller.
- 15.7. If any part of the provisions of this GTCS or entire provisions hereof are deemed by a court or any other proper authority to be invalid or unenforceable in part or in full, including due to the enactment of different statutory regulations, other provisions of this GTCS and the remaining part of the questioned provisions shall not be affected. With regard to the provisions deemed invalid or unenforceable, the parties shall negotiate – in good faith and within the limits of objective feasibility – substitute provisions which are valid and enforceable to replace them.
- 15.8. By accepting the GTCS, the Buyer expresses their consent to the processing of their personal data by the Seller in connection with the performance of contracts for the sale of products offered by the Seller and for the purpose of order fulfilment.
- 15.9. The Buyer shall be subjected to all the rights resulting from the provisions of the Act of 29 August on personal data protection and from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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", hereinafter: "GDPR"), including in particular the right to access their data and demand their rectification, erasure, restriction of processing, transfer of data, and the right to object to data processing. For detailed privacy provisions on the processing of personal data, please see 4kraft's privacy policy, which can be found [here](#).
- 15.10. The language of communication between the parties shall always be English (including in the processes of complaints), irrespective of the language in which negotiations were conducted and orders placed, unless otherwise agreed in writing.
- 15.11. Any changes to these GTCS by the Seller will be communicated to buyers electronically. If the buyer has not objected to the new content of these GTCS within five (5) working days, the originally agreed content of the GTCS shall be binding between the parties unchanged or the parties may terminate the agreement with immediate effect.