

GENERAL TERMS AND CONDITIONS OF SALE

I. Definitions

Seller - SUPERBET® Kempisty Spółka Jawna, Zakrze 114, 08-200 Łosice

Buyer - a natural person, legal person, organizational unit without legal personality placing an order or purchasing the Seller's products.

Consumer - a natural person (legal person, organizational unit without legal personality), performing a legal act (placing an order), which is not directly related to running a business or professional activity.

Dealer - a Commercial Broker.

Parties - the Seller and the Buyer.

Goods - own and commercial goods resold by the Seller.

Products - goods manufactured by the Seller.

Customized product - a product included in the Seller's permanent offer, but not included in the production plan in a continuous system, covered by an order of less than 100 m². The product is manufactured for a special, individual order.

Price list - an official current retail price list for Goods and Products prepared by the Seller.

Individual price list - a price list with an individual offer for the Buyer, which is covered by a trade secret.

GTCS - General Terms and Conditions of Sale applicable at the Seller.

Actual loss - the loss that the Seller has incurred and the benefit that they could have achieved if the damage had not occurred (value of the order).

Actual costs - additional costs in connection with the production of a customized product.

TGW - Terms for Granting Warranty.

Installation Instructions - Concrete fencing installation instructions.

Packaging - wooden transport pallets with dimensions of 120x100 cm, marked 'SUP'.

II. General principles

1. GTCS - general terms and conditions for concluding agreements within the meaning of Art. 384 et seq. of the Civil Code and are applied by the Seller. They constitute an integral part of order agreements and are binding for both Parties to the agreement, unless the Parties expressly agree otherwise. In cases not provided for in the GTCS, the Civil Code applies (Journal of Laws of 2009, No. 131, item 1075, as amended).
2. GTCS - are made public by posting them on the Seller's website www.superbet.com.pl or at the Manufacturer's registered office.
3. GTCS - are provided to the Buyer as an appendix to the placed order. In the case of an agreement concluded by the Buyer with a consumer, the Buyer is obliged to familiarize the Consumer with the provisions of the GTCS and TGW, in accordance with the applicable provisions of the Act of 30 May 2014 on consumer rights (Journal of Laws of 2005, item 827, as amended).
4. GTCS - are provided to the Dealer as an appendix to the cooperation agreement, price list and other commercial documents. The Dealer is obliged to familiarize the Buyer with the provisions of the GTCS and TGW under the guarantee and warranty on the terms of sale according to consumer law.

III. Force majeure

1. If there are circumstances that could not have been foreseen at the time of concluding an agreement (accidental or natural events), the Seller is released from its obligations under the agreement and these general terms and conditions for the duration of such circumstances and does not suffer any negative legal consequences for this.
2. The Seller undertakes to immediately inform the Buyer of the occurrence of the circumstances specified in item 1.

IV. Liability

1. Whenever the Seller's liability for damages towards the Buyer arises, it is limited to the actual loss.

V. Warranty

1. Warranty provisions for goods are included in the Terms for Granting Warranty available on the website www.superbet.com.pl at the Manufacturer's registered office, at the Dealer's or at the Seller's.

VI. Termination of the agreement

2. The Seller's order implementation time is min. 14 days from the date of placing the order by the Buyer. The Buyer may withdraw from the agreement in the event of a delay in the execution of the order exceeding 30 days (except when the Parties agree otherwise) and resulting from reasons attributable to the Seller, if the Buyer has called on the Manufacturer at least once in writing to perform the order.
3. The Seller has the right to withdraw from the agreement in the event of the Buyer's delay in payment or delay in the collection of the Goods longer than 14 days from the date on which the Seller informed the Buyer about the availability of the Goods in the warehouse.

VII. Additional information **VII.I Product order**

1. Orders are placed via e-mail, fax or in person at the Seller's registered office. Orders specify the type of ordered goods and their quantity. The order implementation time is two weeks. The condition for the implementation of the order, if the Parties agree on the form of settlement as a prepayment, is the payment to the indicated bank account number - the two-week deadline runs from this date.
2. In the case of orders for ELEGANT and SPLIT fencing hollow bricks, the order implementation time is determined individually when the order is accepted for implementation. The order implementation time may be extended. For orders below 100 m², the production costs are increased due to the actual costs incurred and amount to 5.00 net per m² of paving stone, added to the price specified in the individual price list or in the order. The Buyer will be informed about this fact at the time of accepting the order for implementation.
3. An order for fencing is prepared on the basis of ready information on the amount of needed elements. The Seller is not responsible for calculating the demand based on a drawing. As part of good cooperation, they can perform an appropriate calculation, but it is for illustrative purposes only. It is recommended that the demand for materials be prepared by the Contractor who has the best knowledge of the method of installation of the fencing.
4. When placing an order at the Seller's registered office, the customer receives an order confirmation and information on the GTCS, TGW and Installation Instructions (if applicable).

VII.II Order implementation / collection of goods

1. Products received by the Buyer are considered free from obvious defects. Collection of the Goods confirmed by the signature of a person authorized by the Buyer on the Seller's release document means the loss of the Buyer's rights to any claims in the future related to quantity shortages or obvious defects of the Goods issued.
2. At the time of collecting the Goods, all burdens related to the Goods, all risks of accidental loss or damage to the Goods are transferred to the Buyer.
3. The Buyer who collects the Goods using their own transport or through a carrier is responsible for proper securing of the load by using pallet travel limiters and clamping straps. The Seller is not responsible for possible losses occurring as a result of improper transport.
4. In a situation where the Goods are delivered by the Seller to the place indicated by the Buyer, and the place of releasing the Goods is other than the Seller's registered office, the Buyer is obliged to accept the Goods in terms of their quality and quantity after the completion of transport and possible unloading carried out by the Seller.
5. If the Seller delivers the Goods to the place indicated by the Buyer, it is the Buyer's obligation to ensure that there is a person authorized to collect the Goods at the indicated place.
6. If there is no person with the required authorization at the place indicated by the Buyer, the Seller has the right to release the Goods to a person who undertakes to accept them on behalf of the Buyer at the Buyer's cost and responsibility. The risk related to the release of the Goods shall be borne by the Buyer in this situation.
7. Until full payment, the materials remain the property of the Seller. In the event of a delay in payments, the Seller may submit a written request for the return of the collected Goods and packaging not paid for. The Buyer is obliged, at their own expense and risk, to return all Goods and packaging not paid for to the place indicated by the Seller within 14 days of the request.
8. An employee of the Seller's Sales Department may refuse to implement the order if he/she is aware of the Buyer's financial situation, which may indicate that the Buyer will not pay for the delivered Goods or the payment will be delayed, in particular if the Buyer has previously failed to meet the payment deadlines or there are grounds for the Seller to bring an action against the Buyer or the Seller has initiated legal proceedings against the Buyer, in particular in connection with the Buyer's failure to fulfil its contractual obligations towards the Seller, the Buyer has been declared bankrupt or is subject to recovery proceedings.
9. The Buyer who does not collect the Goods in person using their own transport is obliged to provide the Seller with a signed authorization for collection containing the following data before collection:
 - driver's full name,
 - series and number of the identity document,

- vehicle registration number,
- order number and date,
- type and quantity of goods to be collected.

The driver should be informed about the possible need to present an identity document or a vehicle registration document at the Seller's request in order to verify the authorization.

10. The authorization should be signed by the Buyer or a person authorized to make declarations of will on behalf of the Buyer.

11. The Seller has the right to refuse to release the Goods to a person who does not have the required authorization without incurring any liability for damages incurred by the Buyer or third parties in this respect. The Buyer is liable towards the Seller for the costs incurred due to the lack of authorization, in particular the costs of storing the Goods.

VII.III Settlement

1. Ordered and delivered Goods free from defects are not returnable. A VAT invoice is issued by the Seller to the Buyer specifying the date and method of payment for the Goods. The date of payment shall be considered by the Parties as the date of receipt of funds on the Seller's account or cash desk.

2. In the event of a delay in payment, the Seller has the right to charge interest at the statutory rate.

3. After the expiry of the payment deadline, the Seller has the right to suspend the release of the Goods to the Buyer, and all payments of the Buyer to the Seller become immediately payable, regardless of the previously agreed payment date. Suspension of deliveries or the Seller's use of other rights provided for in these GTCS in the event of a delay by the Buyer will deprive the Buyer of the possibility of pursuing any claims for non-performance or improper performance of the agreement, in particular claims for damages caused to the Buyer as a result of suspending deliveries, any claims of the Seller against the Buyer becoming immediately due and payable or the Seller's exercise of other rights referred to above.

VII.IV Specification/packaging of the Goods

1. The Goods reach the declared performance properties after 28 days from the date of production. The curing period of the goods is the period of their initial maturation. This period is necessary for safe delivery and unloading. Its duration is variable (from 7 days from production), because it depends mainly on the external conditions and the type of goods being the subject of production/purchase (bevelless edges are the most sensitive to damage). In the case of collecting the Goods, before the curing period of the Goods has passed, the Buyer assumes the risk of damage and any future claims related to it. In the case of purchase of the Goods for resale, they are obliged to inform the contractor/investor of this fact. On the Goods release document, the Manufacturer places an appropriate entry about the above-mentioned situation each time.

2. SUP pallets and BIG-BAG pallets are returnable. The amount of the deposit for returnable packaging is PLN 40.00 + VAT/pc. for SUP pallets, for BIG-BAGs – PLN 50.00 + VAT/pc. The deadline for returning SUP pallets and BIG-BAGs is 60 days from the date of their issue. Generally, pallets are returned at the expense of the Buyer. The packaging may be returned by the Seller, after prior agreement with an employee of the Seller's Sales Department, using the transport delivering the Goods, however, the collection of pallets in any case may not cause equipment downtime and additional costs. The driver, together with the person authorized to hand over the packaging, perform quantitative and qualitative control. The driver enters the number of returned pallets on the delivery note and initials the returned amount with the Customer.

3. The Seller has the right to refuse to accept pallets which are not marked 'SUP' or damaged pallets. In such a case, the Buyer is informed about the discrepancies and the further procedure is agreed with them.

4. Orders carried out by courier shipments are carried out on non-returnable pallets, the cost of which is: PLN 40.00 + VAT/pc. and is added to the order value. NOTE! The number of fencing elements packed on a SUP pallet is different than on a disposable pallet. This is due to the difference in the size of the pallet.

5. Standard paving stones are sold in full pallet units (the number of m² depends on the pattern), precious stones (Feeria Color and Aqualine series) in full layers, and RETRO series stones in full BIG-BAG packaging, placed on pallets. It is recommended to purchase products from one production batch. The display material constitutes preliminary commercial information: differences in the shade of Goods are allowed, which are natural and, in accordance with the norm, are not subject to complaint claims.

5. Some types of paving stones have edge and half stones, which are offered together with basic stones in a strictly defined quantity per m². Any excess of edge and half stones is not refundable, and any shortage should be supplemented by cutting basic stones or purchasing the missing amount.

6. The demand for paving stones per m² of the surface to be laid also includes joints and, accordingly, the products will be

delivered in such a way that they can be used to lay the ordered surface while maintaining the mesh size (possible cut-outs should be taken into account). Almost all types of paving stones have special spacer protrusions, however, they are not sufficient to replace the necessary joints, the size of which varies from 3 mm to 5 mm depending on the system. Please note that the values provided by the manufacturer are nominal values that change over time due to the process of natural wear of the mould, within the limits provided for by formal regulations.

7. RETRO series stones are packed in BIG-BAG packaging and transport pallets. There is an absolute ban on loading/unloading BIG-BAGs by their handles, as this may cause the bag to burst and create a dangerous situation. Stones should be removed using a forklift truck and pallets. NOTE! There is a high probability that it will not be possible to deliver RETRO stones by a dump truck. The HDS gripper may not cover a full pallet with the Goods.

8. Bevelless stones, due to their edges, should be laid in accordance with the paving practice. The sharp edges of the product are subject to damage during transport, stacking and compaction. The Manufacturer is not responsible for the incorrect arrangement of the product, which causes damage to the edges.

9. Stair slabs and treads are sold in pieces. Due to the large surface of the elements, which also results in their significant weight, special care should be taken during installation. It is best to use a pressure gripper for this purpose. Elements with micro-bevels and bevelless are particularly vulnerable to edge damage. It is important to use the correct compaction equipment and to properly prepare the subfloor before installation. It is extremely important to properly perform slopes and bedding due to the difficult compaction of products.

10. SUPERBET® split fences, ELEGANT fences and GALA fences can be purchased in full pallets. The Goods are also subject to packaging, i.e. individual packaging of individual elements upon request. Before commencing installation of fencing hollow bricks, read the Manufacturer's recommendations included in the Fencing Installation Instructions. Inspect the hollow bricks and caps before commencing work. The Goods are individually packaged, i.e. the quantity is packed upon individual request from the Customer. Due to packaging, fencing elements cannot be returned or exchanged.

11. The split elements are subjected to the concrete breaking process. Each element is unique, and its different surfaces are a natural effect of this process and do not constitute grounds for complaints. Differences in colours and lime efflorescence result from natural mineral raw materials used for production and do not constitute grounds for complaints.

12. It is recommended to install a fence made of hollow bricks from one production batch. It is recommended to impregnate fencing elements to protect them against dirt, etc. An impregnation test in an invisible place should be performed to check the effect.

13. In the case of faulty installation of the fence, inconsistent with the construction practice, the Manufacturer is not responsible for any possible damage. In the event of non-compliance of the order with the delivery, an apparent defect of the product and other irregularities, the Customer submits a complaint to the Manufacturer before installation. After installation, the Manufacturer does not reimburse any deinstallation costs.

14. Settlements between the Seller and the Buyer apply only to undamaged packaging, returned in a timely manner. The deadline for returning the packaging is 60 days from the date of release from the warehouse.

15. If the Buyer fails to comply with the deadline to return the packaging, the packaging will not be accepted and the collected deposit will not be refunded.

16. If the packaging is returned in a timely manner, the Buyer is obliged to issue an invoice for the Seller for the returned quantity immediately, i.e. at the end of the month.

VII.V GENERAL INFORMATION

1. In case of any disputes, the applicable law is Polish law.
2. Any changes to the GTCS require written form.
3. Warranty does not cover substandard products and discounted products.
4. Warranty for products resold by the Seller, which are not the Seller's products, are covered by the regulations and warranty of their Manufacturer.
5. The Seller is not liable for the consequences of providing incorrect data in the order, preventing the correct

implementation of the order.

6. Any disputes arising from the performance of the agreement will be submitted by the Parties to the court competent for the registered office of the Seller.

7. In matters not covered by the General Terms and Conditions of Sale and Terms for Granting Warranty, the provisions of the Civil Code will apply.

8. Please be advised that during the order implementation, the personal data controller is SUPERBET® KEMPISTY Spółka Jawna with their registered office in Zakrze 114, 08-200 Łosice. More information on the principles of data processing and rights in connection with its processing can be found at www.superbet.com.pl.