REGULATIONS ON THE USE OF
PFLEIDERER PURCHASE PLATFORM
(BUSINESS-TO-BUSINESS)

§ 1 [BASIC TERMS]

The terms and definitions used in these Regulations shall be understood as follows:

1) **Delivery** – transport, delivery and release of Goods by a selected Supplier, based on the delivery method chosen by the Customer);

2) **Business Day** – any day from Monday to Friday, with the exception of public holidays.

3) **Registration Form** - a document, application for joining the Platform according to the model established by the Service Provider constituting Appendix 1, which after filling in personal data and consent to the processing of personal data in accordance with generally applicable laws constitutes an application intended to set up an Account.

4) **Order Form** – an interactive service available on the Platform's website, by means of which a Platform User, acting on behalf of the Customer and holding a User Account, may place an Order and consequently purchase Goods.

5) **Password -** means a sequence of letters or digits chosen by the Platform User when setting up an account on the Purchase Platform, used in order to secure access to the User Account

6) **Customer** - means a natural person, a legal person or an organisational unit not being a legal person and having legal capacity under the law, conducting business or professional activity in its own behalf, residing or having its registered seat in the territory of the European Union, which places or intends to place an Order via the Platform.

7) **Account** or **User Account** - means the individual account of the Customer, established under the e-mail address (or name) specified by the Customer pursuant to the Registration procedure. The Account is mandatory for the Customer (Platform User) to be able to use all the available functionalities of the Platform.

8) **Basket** - a system tool that assists Platform Users in making purchases, including in particular the collection of selected offers from the Seller in one place, in order to place a bulk Order. The Basket is created automatically by unclicking the ["**Add to basket**"] option.

9) **Newsletter** - Electronic Service, electronic distribution service provided by the Service Provider via e-mail, which enables Platform Users to automatically receive from the Service Provider periodic newsletter content containing information about Goods, news and sales on the Platform.

10) **Platform** or **Purchase Platform** - an Internet service owned by the Seller, available at **https://b2bportal.pfleiderer.pl** domain, through which the Customer (Platform User acting on their behalf) may place an order for the Goods offered by the Seller and use other functionalities of the Platform referred to in § 4 of the Regulations.

11) **Regulations** - means these regulations of the Pfleiderer Polska purchase platform together with all appendices, which constitute an integral part hereof.

12) **Registration** - means the procedure of setting up an Account as described in the Regulations, i.e. by submitting a declaration of access to the Platform, required for the Platform User to use all the functionalities of the Platform.

13) **Seller** - Pfleiderer Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, ul. Strzegomska 42AB, 53-611 Wrocław, entered into the Register of Entrepreneurs of the

National Court Register by the District Court for Wrocław - Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the number: 0000247423, Tax Identification Number (NIP) assigned: 719-150-39-73 as well as REGON number: 200052769.

14) **IT system** - a set of compatible computer hardware and software allowing to process, store, as well as send and receive data via telecommunication networks using an end device that is suitable for a given type of the network, within the meaning of the Act of 16 July 2004 - Telecommunications Law.

15) **Means of electronic communication** - technical solutions, including IT devices and software tools cooperating therewith, enabling distance communication based on the transmission of data between IT systems, and in particular by e-mail.

16) **Provision of electronic services** - the performance of a service that is rendered without concurrent presence of the parties involved (distance service), by transferring data upon an individual request of the service recipient, with the said data sent and received by means of electronic data processing and storage devices capable of compressing digital information, with such data being fully sent, received or transmitted by means of a telecommunications network within the meaning of the Act of 16 July 2004 - Telecommunications Law.

17) **Goods** or **Product –** a movable item presented via the Platform, potential subject of a sales agreement, as specified in detail in the order.

18) **Electronic Service** - a service provided electronically by the Service Provider to the Service Recipient vie the Platform.

19) **Service Recipient** - a natural person having full legal capacity, and in cases provided for by generally applicable laws also a natural person having limited legal capacity; a legal person; or an organisational unit without legal personality, to which legal capacity is granted by law; - who uses or intends to use an Electronic Service.

20) **Service Provider** – Pfleiderer Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, ul. Strzegomska 42AB, 53-611 Wrocław, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław - Fabryczna in

Wrocław, 6th Commercial Division of the National Court Register, under the number: 0000247423, Tax Identification Number (NIP) assigned: 719-150-39-73 as well as REGON number: 200052769.

21) **Platform User** - A natural person having full legal capacity, who uses the Purchase Platform on behalf of the Customer.

22) **Order** - Customer's declaration of intent submitted via the Platform by a Platform User. The Order shall constitute an instruction to purchase Goods placed by the Customer by means of technical communication.

§ 2 [GENERAL PROVISIONS]

1. These Regulations set forth the terms and conditions pursuant to which the Seller and the Customer enter into a Goods sales agreement via the Purchase Platform, in the business-to-business (B2B) formula, available at the website **https://b2bportal.pfleiderer.pl**, using the means of distance communication (the Internet).

2. The sales agreement shall be concluded between the Customer and the Seller, i.e. Pfleiderer Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, ul. Strzegomska 42 AB, 53-611 Wrocław.

3. The functioning of the Platform in the business-to-business (B2B) formula means that it is addressed exclusively to Customers who conduct business activities and who are entrepreneurs within the

meaning of generally applicable laws, including in particular: the Act of 23 April 1964 Civil Code and the Act of 6 March 2018 - Entrepreneurs Act.

4. Verification of the Customer's status as regards its inclusion in the category of entrepreneurs, as well as its qualification, shall be performed directly by the Seller or a person (entity) duly authorised by the Seller.

5. The sale shall take place pursuant to the version of these Regulations in force at the time of placing the order, and should a separate agreement be entered into between the Customer and the Seller - on the basis of its provisions. In the event of a conflict between the provisions of these Regulations and a separate agreement concluded with the Seller, individual provisions of the agreement shall prevail.

6. The Customer shall be obliged to comply with all provisions of the Regulations.

7. Any and all information available at the Platform's website and related to products (including prices) shall not be deemed to constitute a commercial offer within the meaning of Article 66 of the Civil Code, but an invitation to execute an agreement, as specified in Article 71 of the Civil Code.

8. The Seller represents that is has the status of a large enterprise, i.e. an enterprise which is not a micro-, small, or a medium-sized enterprise, within the meaning of Appendix I to Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (Official Journal of the European Union, L 187, 26 June 2014, page 1, as amended).

§ 3 [SETTING UP OF AND ACCESS TO AN ACCOUNT ON THE PURCHASE PLATFORM]

1. Access to the Platform may be granted on the basis of a declaration made by a person authorised to act on behalf of the Customer (**Platform User**), which has previously been registered in the integrated module of the SAP ERP software package and the SAP Commerce system developed by SAP and maintained by the Seller.

2. The specimen declaration referred to in paragraph 1 above is attached as **Appendix No. 1** to the Regulations and forms an integral part hereof.

3. Access to the Platform shall be granted reasonably promptly by duly authorised representatives of the Seller.

4. The current structure of the Platform does not provide for the setting up of a Customer Account exclusively via the Platform, i.e. without using the data from SAP ERP and SAP Commerce, which at the same time means that in order to set up a Customer Account on the Platform, prior Customer registration in the system used by the Seller is necessary.

5. Logging into the Customer Account takes place by providing the login (the e-mail address assigned to the Customer in the SAP ERP and SAP Commerce System) and the Initial Password assigned by the Seller, subject to the paragraph below, which shall be provided to the Platform User no later than within 5 (five) business days of submission of the Registration Form.

6. The Platform User may change the Password at any time after logging in to the Customer Account. The Password must meet the requirements specified in the instructions displayed (letters, special character, etc.).

7. Setting up the Customer Account on the Platform is free of charge and optional. No fees shall be charged by the Seller for setting up and maintaining the Customer Account.

8. The Customer shall have the right to delete the Customer Account at any time, without providing any reasons and without incurring any fees, by sending a relevant request to the Seller, in particular by e-mail or in writing to the addresses specified in item 1 of these Regulations.

9. Once access to the Customer Account has been granted, an agreement for the provision of services by electronic means, concerning the maintenance of the Customer Account shall be concluded between the Seller and the Customer for an indefinite period of time. The Consumer may withdraw from such an agreement in accordance with the terms and conditions set forth in the subsequent provisions of these Regulations.

10. To use the Platform, its users are required to operate a device with Internet access and an Internet browser enabling to display websites; they also need to provide an e-mail address to which information on the Order delivery status may be sent.

§ 4 [PRINCIPLES OF PLATFORM OPERATION]

1. Via the Pfleiderer Purchase Platform, the Seller shall:

   1.1. conclude agreements for the sale of goods with Customers,

   1.2. render, for the benefit the Customer, an electronic service consisting in creating and maintaining, free of charge, the Customer Account allowing for the use of the Platform's functionalities offered by the Seller, which ensures, including (but not limited to) the option to:

   1.2.1. save the completed Order (Basket) in order to restore it later,

   1.2.2. assign by the Customer own names to products available in the Seller's offer and then using the established terminology when adding them quickly to the Basket ("**Product Mapping**");

   1.2.3. quickly add products to the Basket according to the Seller's codes or those assigned by the User by means of Product Mapping ("**Quick Product Adding**"),

   1.2.4. quickly add items by adding a list of products to the basket in the correct format i.e. (i) *index [space] quantity or (ii) index [tab] quantity* (**"Quick Item Adding**"),

   1.2.5. check the status of a placed Order and verify open deliveries with the option to filter and search by specific parameters, e.g. delivery status, shipment number, delivery number, order number, product identification, invoice number - if attributed ("**Products on Delivery Report"**),

   1.2.6. analyse data from SAP ERP concerning the Customer, including inter alia: credit limits, total receivables, value of open deliveries, value of open orders, available credit limit, currency ("**Credit Limits Report"**),

   1.2.7. verify the information contained in accounting records with the option to filter by: document type, payment date, default days and document date ("**Receivables Report**"),

   1.2.8. verify the available production capacity allocated to the Customer broken down by product groups and supply plant ("**Capacity Reservations**"),

   1.2.9. add a list of products to the Basket using a previously created file in .CSV format on a template made available by the Seller ("**CSV file import**"),

   1.2.10. detailed verification of the report of the quantities to be collected on the basis of the Orders placed ("**Quantities for Collection Report**"),

   1.2.11. store and make available to the Customer data relating to concluded sales agreements and completed Orders,

   1.2.12. submitting a complaint via the Complaint Form,

   1.3. render, for the benefit of the Customer, an electronic service including consisting in sending, free of charge, commercial information within the meaning of the Act on the provision of services by electronic means (Newsletter) - as further detailed in § 6 below,

2. The Seller shall ensure that the Platform is operated in an uninterrupted manner. Should it become necessary to maintain the Seller's IT system, to inspect it or to eliminate defects affecting the operation of the Platform, temporary difficulties in accessing the Platform or in using some of its functionalities may be experienced.

3. In the event of an unexpected suspension of the Platform's functionality when processing Orders placed by the User, the Seller undertakes to inform the Customer Service Representative (if any), to ensure manual input of the data corresponding to the Order and to take the necessary measures to remedy the failure.

4. The Seller shall not be liable for any disruptions, including interruptions in the operation of the Purchase Platform caused by events of force majeure, unlawful activities of third parties or incompatibility of the Platform with the Customer's technical infrastructure.

5. The Reports referred to, inter alia, in item 1.2. above may be read on-line by the Platform User; however, should there be any problems in communication with the SAP ERP software - there is a risk of temporary loss of the aforementioned functionality, which in no way affects the ability to place an Order and to record it in SAP Commerce. Once the functionality has been restored, the data shall be updated.

6. Platform users are forbidden to post illegal content on the Platform.

§ 5 [GOODS AND PLACING THE ORDERS]

1. **Seller's Offer.**

   1.1. Orders may be placed by the Customer (Platform User acting on their behalf, to whom access to the Purchase Platform shall be granted) as part of the following types of Seller's offers, dedicated to different sales channels:

   1.1.1. **[Make to stock]** ("**MTS Offer**")

   ¾ Applies to products in stock that the Customer can collect immediately. 1.1.2. **[Make to order**] ("**MTO Offer**")

   ¾ Applies to products to be commissioned for production.
   Hereinafter collectively referred to as **"Offer"**.

   1.2. Only the Goods marked with the button ["**Add to Basket"**] are offered for sale via the Purchase Platform, while their availability may be unilaterally limited by the Seller at any time due to the need to adjust the Goods to the current offer.

   1.3. Update of the offer by the Seller may involve complete withdrawal of some indices, and as a consequence removal of the Goods from the Basket.

   1.4. Sales bids made available (visible) as part of the Purchasing Platform on a given User Account may differ depending on the Customer's status and type of activity (sales channel)."

2. **Availability of Products.**

   2.1. The range of products available on the Platform includes in particular the indices from the Seller's standard offer, which are available to all Customers.

   2.2. Individual Customers, depending on the nature of their cooperation with the Seller, may additionally be able to order individual indexes, which shall be available exclusively under the MTO offer.

   2.3. In order for a Platform User to be granted the option to place orders for individual indices, the Customer must submit a notification via a contact person on the part of the Seller or the Sales Manager, and the price for a given Product must be specified and entered in SAP ERP.

2.4. All Products are displayed on the Platform broken down into product categories along with the indication of the basic attributes that shall be transferred from SAP ERP, including but not limited to: product name, dimensions, décor, certificate, emission class. The Product description may contain additional information provided by SAP Commerce (marked, inter alia, as "MTS", "New", "Sale", "Rainbow"), by means of which the Platform User is able to find the right product.

2.5. Information on Products offered for sale as part of the Seller's offer is presented in the corresponding Product sheet, while the availability of individual indices shall only be visible to Platform Users authorised to order them.

2.6. Under a single Purchase Order, it is not possible to select more than one offer. If, when adding Products to the Basket, it turns out that only some of the Products are available under the MTS Offer - the User shall be informed that the entire Order shall be completed under the MTO Offer, unless the User removes from the Basket the products available under the MTS offer.

2.7. The MTO offer includes each and every Product available in the Seller's offer, however, the Order delivery time may be extended accordingly due to the specific nature of the Products.

2.8. Information on availability of Products in a given Offer is approximate only and subject to further specification at the stage of finalising the Order.

2.9. Should the Products be available in at least two production plants of the Pfleiderer Group, the Customer (Platform User) - for further processing of the Order - shall be asked to select the plant where the Order shall be processed. The above option shall be disabled if the Product is only available at one Pfleiderer Group production plant.

3. **Selection of Products.**

3.1. The Customer shall select the Goods and their quantity by clicking ["**Add to Basket**"] button. The window ["**Basket**"] shows the number of selected Goods contained in the basket, their basic unit price (i.e. price without additional fees or discounts), the value and total value of the entire order.

3.2. By repeating the above procedure, the Customer may add more Goods to the basket or increase their quantity indefinitely.

3.3. Within the available functionalities of the Purchase Platform, the Customer may also verify the content of their Basket and introduce potential changes (e.g. the quantity of the Goods), recalculate the value or delete the Goods.

3.4. Products may be added to the Basket according to the defined logistic units (e.g. pallet, carton, roll) or sales units (pieces, running meters), where each configuration is subject to individual verification by the algorithms implemented in the Platform. Products that have been defined in the SAP Commerce system as full-pallet products cannot be ordered via the Platform in smaller quantities, of which the Customer (User) shall be informed accordingly.

3.5. Should the Customer (User) select Products which can be assembled in quantities of less than one full pallet, they shall be informed of this by a relevant notice.

3.6. For Orders using "Rainbow" type pallets, which may contain Products only under one trade name with the same dimensions (i.e. width, length and thickness) - the Platform shall add up the quantities and, if there are any discrepancies, shall disable the Order placement option.

3.7. Each time the action ["Add to Basket"] is selected, a new Order line is created enabling the Customer (Platform User) to place the Order for the same Products in different quantities and with a different requested delivery date (the Order is automatically split in the SAP ERP system).

3.8. The platform enables the Customer to use the so-called Sub-Account, if such has been established for the recipient (Customer) with a dedicated price according to the SAP ERP data.

The unit prices shall be synchronised only after the Customer has selected the Sub-Account and, consequently, shall only be displayed correctly in the Order summary.

4. **Delivery time.**

   4.1. The Customer can check the contents of their Basket by clicking on the ["**Basket**"] button where, having specified the Offer, they shall be required to indicate the desired date for the Order delivery.

   4.2. For both MTS Offers and MTO Offers, the Platform shall independently specify the cut-off dates taking into account the delivery conditions for the Customer provided in SAP ERP.

   4.3. The requested delivery date may be specified for the entire Order or defined individually for individual items in the Basket.

5. **Capacity Reservation. Order Placement**

   5.1. Customers' orders are accepted via the website of the Purchase Platform, i.e. in the shared domain after completing the entire Order placement procedure, as well as via e-mail.

   5.2. Having specified the type of Offer, the requested date for the Order delivery and the company delivering the Order - the Customer (Platform User) shall receive information concerning the possibility of delivering the order line after verifying the available reservation capacities. Should the Order delivery prove to be impossible, the Platform User shall be asked to change certain parameters of the Order.

   5.3. If all the data entered by the User is correct - the Platform enables the validation of the Basket, the so-called ["**Safe Checkout**"], which enables the User to specify the name of their order and to choose the delivery address from those previously entered into the SAP ERP system.

   5.4. The Customer places an Order by clicking on the ["**Order**"] button with prior approval of the provisions of the Regulations. This is the moment of the conclusion of the Agreement (binding and final for the Seller and the Customer are the terms of the transaction valid at that moment).

   5.5. After placing the Order, the Customer shall receive an automatic e-mail (to the e-mail address assigned to the Customer in the SAP ERP system) with information including confirmation of acceptance of the Order for processing and information on the status of their Order - the Order shall be assigned a sequence number in the SAP Commerce system (B2B Order) and, after processing in SAP ERP, shall also be assigned an order number or numbers according to the SAP ERP system ("Order Number").

   5.6. The Customer may check the status and details of their order at any time under ["**Order History**"] or ["**Order Details**"] after logging in to their Account. Moreover, all relevant data from the order placed shall be additionally sent to the Customer at the e-mail address provided by the Customer (the Customer may print out the content of the information received in this form).

   5.7. Once the confirmation of acceptance of the order is received by the Customer, the process of executing the Order by the Seller begins.

6. **Payments.**

   6.1. The price specified in the Order shall be the base price which the Customer shall be obliged to pay, including any taxes and delivery costs due (gross price) in accordance with the payment terms agreed between the Parties or displayed as part of the Order placement. The price referred to in the preceding sentence may be increased by surcharges specified by the Seller or decreased by discounts applied on the basis of separate commercial terms and conditions agreed between the Parties.

   6.2. Depending on the configuration of the Customer's account and the contents of the Basket, the Customer (Platform User) may choose a type of order, under which they can place a sales order and, for selected Customers and selected product groups, a consignment order.

§ 6 [PROVISION OF SERVICES BY ELECTRONIC MEANS]

1. As regards services provided electronically, these Regulations are the regulations referred to in Article 8 of the Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2002, No. 144, item 1204, as amended).

2. As part of the Purchase Platform, the Service Provider enables the Service Recipient to access the following Electronic Services:

   2.1. **Setting up of and using a Customer Account.**

      2.1.1. Setting up of an Account on the Purchase Platform is optional. At any time the Service Recipient may opt out (i.e. delete the Customer's Account) without providing any reasons thereof by sending an appropriate request to the Service Provider, including by e-mail to the Service Provider's address specified in the Regulations.

      2.1.2. The Seller reserves the right to permanently discontinue the Account service provision after prior notification to its users, without providing any reasons thereof. The moment when the User is notified is the moment when the agreement for the Account service provision is terminated.

   2.2. **Order Form Placement,**

      2.2.1. The Electronic Service for the Order Form is a one-off service and shall expire upon placing the Order via the Order Form or upon the Service Recipient's earlier discontinuation of placing the Order via the Order Form.

   2.3. **Singing up for Newsletter.**

      2.3.1. Via the Platform, the Customer may be entitled to receive the Newsletter by providing in the ["**Newsletter**"] tab visible on the Purchase Platform website the e-mail address to which subsequent editions of the Newsletter are to be sent and by unchecking the appropriate box - ["**Sign up**"], as well as when setting up an Account - if this is the case, the Service Recipient becomes a Newsletter subscriber upon setting up the Account.

      2.3.2. By registering in the Newsletter database the user expresses their consent to receive the Newsletter, and at the same time it is the moment of concluding the Newsletter service agreement.

      2.3.3. The Newsletter Electronic Service is provided free of charge for an indefinite period of time. The Service Recipient may, at any time and without stating any reasons, unsubscribe from the Newsletter (Newsletter opt-out) by sending a relevant request to the Service Provider, in particular via e-mail to the Service Provider's address.

      2.3.4. The User using the Newsletter Service agrees to commence its provision by the Seller upon registration in the Newsletter database.

      2.3.5. The Newsletter Electronic Service may be activated or deactivated by the Seller on the Purchase Platform at any time.

   2.4. **Access to sales and promotions organised by the Service Provider** under separate provisions of the Regulations.

3. The Account Electronic Service is provided free of charge for an indefinite period of time.

4. Where content is provided on the Website, an agreement for the provision of services by electronic means is concluded until the closing of the Platform Website.

§ 7 [ORDER ACCEPTANCE AND DELIVERY]

1. **Terms of use of the Platform.**

    1.1. An absolute technical prerequisite for using the Platform requires the Customer to have a computer or other devices enabling Internet browsing, Internet access and a valid and active e-mail account which has been registered in the SAP System.

    1.2. In order to use the services of the Platform, it is necessary to read and accept the present Regulations. By placing an order, the Customer (Platform User acting on their behalf) accepts the provisions of the Regulations.

2. **Customer's Obligations.**

    As part of using the Purchase Platform, the Customer (Platform User) shall be obliged to:

    2.1. provide true and up-to-date details when placing the Orders,

    2.2. immediately update the details provided to the Seller in connection with placing the Order or concluding a Service provision agreement,

    2.3. make timely payments of the prices due for the goods ordered and delivered, including the delivery costs.

3. The Order placement procedure is specified in detail in § 5 item 5 above.

4. Any potential deficiencies in the scope of the Order specification shall be corrected by the Seller as soon as they have been identified or reported by the Platform User.

5. Orders may be placed during the availability period of the website of the Purchase Platform (as a rule for 7 days a week and 24 hours a day, however due to technical limitations, the Seller does not guarantee the continued availability of the Platform). Having placed the order, the Customer (Platform User) shall receive an order placement confirmation by e-mail.

6. Orders placed via the Platform shall be delivered by relevant production companies forming part of the Pfleiderer Group in Poland through the agency of the Seller.

7. The Seller shall issue a VAT invoice for each order. At the Customer's request, the Seller may also issue a duplicate invoice or a corrective invoice for the Customer.

8. Available means of communication between the Customer and the Seller (unless individually agreed) shall be as follows:

    a) **Telephone –**
       +48 (71) 747 1000

    b) **E-mail –**
       grajewo@pfleiderer.pl

    c) **Correspondence address –**
       Pfleiderer Polska sp. z o.o.
       ul. Strzegomska 42AB 53-
       611 Wrocław.

9. **Lodging complaints.**

    9.1. The Customer or its authorized representative who has previously obtained access to the Platform shall be able to lodge a complaint with regard to defective goods using the Complaint Form available in the tab **["Complaint Form"]**.

    9.2. The Complaint Form enables the claimant, among other things, to specify the title of the notification, indicate contact details, specify the details of the claimant, enter the data of the defective product (e.g. decor, thickness of the product, structure of the surface) and the reasons for the complaint, as well as the expected resolution of the Claimant.

9.3. The Complaint Form enables the claimant to supplement the notification with photographic documentation.

9.4. A properly filled complaint is submitted by unclicking the **["Send"]** button. The claimant is not able to edit the sent notification.

9.5. Complaints sent by the claimant shall be directed to the Customer Service Office separated in the Seller's structure and shall be handled in accordance with the current complaint procedures.

9.6. If the complaint cannot be handled due to insufficient information provided by the claimant in the notification, the Seller shall attempt to contact the claimant, through the Customer Service Office or the After-sales Service Department, in order to properly supplement it (e.g. by specifying the notification by e-mail or by phone or sending additional photographic documentation).

9.7. The Platform may allow the Claimant to consult the complaint report, which will contain basic information concerning the notification, including in particular: date, product, description of the notification, value of the complaint and status. The functionality referred to in the preceding sentence may be activated and deactivated by the Seller at any time, in particular when its correct implementation or operation causes excessive problems or technical inconvenience of the Purchasing Platform."

§ 8 [DELIVERY COST AND ORDER DELIVERY TIME]

1. The ordered Products may be collected by the Customer on their own or delivered through the company JURA Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Grajewo, as a professional forwarder providing for the transportation of all goods ordered by the Seller, in accordance with the master data provided for in SAP ERP. The Platform does not provide for the possibility of modifying the delivery method from the [**"Secure Checkout"**] level.

2. Goods shall be delivered within the territory of Poland and the European Union.

3. Goods shall be delivered to Customers against a fee, unless the sales agreement provides otherwise. The costs of delivery of goods (including transport, delivery and postal services charges) shall be specified under separate commercial terms and conditions agreed between the parties to the sales agreement.

4. Orders placed through the Platform shall only be processed on business days. Orders placed on Saturdays, Sundays and public holidays shall be processed on the first business day thereafter.

§ 9 [FORMS OF PAYMENT]

The Platform enables the payment methods established in the commercial terms and conditions (offer or price list) agreed between the parties to the sales agreement. The method of payment for orders placed via the Purchase Platform shall be in accordance with the master data provided for in the SAP ERP system and shall not be subject to modification via the Platform.

§ 10 [PERSONAL DATA PROTECTION]

1. The personal data of the Customers (Platform Users) shall be controlled by Pfleiderer Polska Spółka z ograniczoną odpowiedzialnością with its registered office in Wrocław, ul. Strzegomska 42AB, 53-611 Wrocław, entered into the Register of Entrepreneurs of the National Court Register by the

District Court for Wrocław - Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the number: 0000247423, NIP: 719-150-39-73, REGON: 200052769, hereinafter referred to as the **"Data Controller"**.

2. The principles of processing the personal data of the Customer (Platform User) by the Seller are set out in a separate document - the Privacy Policy, which is also available on the Platform's website.

§ 11   [COOKIE POLICY]

1. In order to make sure that the process of selling the individual Goods is adjusted to the needs and preferences of our Customers, information is collected in the form of the so-called cookie files ("cookies"). Cookies contain pieces of information, including text files, are stored on the Customer's end device and are intended to facilitate the process of using the Seller's Purchase Platform.

2. Cookie files are used to identify the software used by the Platform User and to optimise the functioning and safety of the web service. Cookies contain information about the domain they originate from, specify the period of time over which they are to be stored on the user's computer, and have a unique number assigned to them.

3. It is the Seller who places and accesses cookies on the Platform User's end device.

4. The Platform uses two types of cookies:

   a) session cookies - temporary files which are stored on the Platform User's end device until logging out, leaving a website,

   b) persistent cookies - stored on the Platform User's end device for a time specified in the cookie data parameters or until they are deleted by the Platform User.

5. Detailed information about the options for and methods of using cookie files and setting the mechanism for handling them by the user's software is available in the settings of the Platform User's software (web browser).

6. The Platform User may restrict the use of cookies. However, such a restriction may affect the operation and availability of specific Platform functionalities.

§ 12   [FINAL PROVISIONS]

1. The Regulations specify the principles of conclusion and performance of the sales agreement of the Goods available on the Purchase Platform website.

2. In the event of a conflict between the provisions of these Regulations and the mandatory provisions of law, such mandatory provisions of law shall prevail.

3. These Regulations are made available on the Platform website under the ["Purchase Platform Regulations"] tab in a form enabling them to be downloaded, reproduced and recorded by means of the IT system used by the Platform User.

4. The Seller reserves the right to amend these Regulations, in particular due to at least one of the following reasons:

   a) change in the wording of generally applicable laws regulating the electronic sale of goods or the provision of services by the Seller, affecting the mutual rights and obligations of the parties specified in the sales agreement or in the service agreement concluded by the Customer and the Seller,

   b) the need for the Seller to comply with orders, rulings, provisions or guidelines affecting the rights and obligations set out in the sales agreement or the service agreement concluded by the Customer and the Seller, resulting from:

   ¾ a final and binding decision of a public administration authority competent for the type of business activity conducted by the Seller,

   ¾ a final and binding court ruling applicable to the type of business activity conducted by the Seller.

  c) changes in technical conditions applicable to the provision of services by the Seller, resulting solely from updating technical requirements.

5. The Customer shall each time be informed about an amendment to the Regulations and their wording by making information on the amendment of these Regulations on the Platform's website, with the changes being specified accordingly.

6. The information referred to in the preceding sentence and concerning the amendment to these Regulations shall be communicated to the Customer no later than 7 calendar days prior to the date of entry of such amendments into force.

7. Any other amendments to these Regulations shall not apply to agreements concluded and Orders placed prior to the date of entry into force of such an amendment, unless the generally applicable laws provide otherwise.

8. In matters not regulated herein, the provisions of Polish law, in particular the Civil Code, the Act on the provision of services by electronic means shall apply accordingly.

9. Appendices forming an integral part of the Regulations:

  a) **Appendix 1** – Model statement with request for access to the Platform and identification of persons authorized to represent the entity.

Appendix 1 to the Terms of Use of the Pfleiderer Purchasing Platform

**Model statement with request for acess to the Platform
and identification of the individuals authorized to represent the entity.**

Acting on behalf of *(designation of entrepreneur)*..

based in *(city)*............ ...., street (address) ....

NIP (VAT EU) *(number)* ...., *(email address)*...........................@......................... hereinafter

referred to as the **"Buyer",** hereby:

1. I/We* express the willingness to use the **Pfleiderer Purchasing Platform,** and
2. I/We* declare that the persons authorized on behalf of the Buyer to use the **Pfleiderer Purchasing Platform** are:

Ite m	Name of authorized person:	E-mail address:	Scope of access (1 - 5)*:
1.			
2.			
3.			
4.			
5.			

Possible scopes of access within the Pfleiderer Purchasing Platform for authorized persons:

1. *Access to the purchasing process with the ability to view all reports, including financial reports.*
2. *Access to the purchasing process with the ability to view all reports, excluding financial reports.*
3. *No access to the purchasing process with the ability to view all reports, including financial reports.*
4. *No access to the purchasing process with the ability to view all reports, excluding financial reports.*
5. *Access for sending and handling claim reports (without the ability to place orders and without viewing all reports other than the claim report).*

The above-mentioned Representatives may act either jointly or separately.

_____   _____

(place and date)   Signature on behalf of the **Buyer**: