

General Terms and Conditions of Sale
HS GLOSS Sp. z o.o. (Ltd) with its registered office in Poniec
valid since February 23, 2026

§ 1

GENERAL PROVISIONS

1. The terms used hereinafter in these General Terms and Conditions of Sale shall have the following meanings:

GTC - General Terms and Conditions of Sale;

Seller - HS GLOSS Sp. z o.o. with its registered office in Poniec (zip code: 64-125), Krobska Szosa 9, entered into the Register of Entrepreneurs maintained by the Sąd Rejonowy in Poznań, IX Commercial Division of the National Court Register, under KRS number 0001111683;

Buyer - the entity purchasing Goods from the Seller (the Seller's contractor);

Parties - Seller and Buyer;

Goods - a product manufactured or resold by the Seller;

Order - a declaration made on behalf of the Buyer, addressed to the Seller by an authorized person, expressing the will to enter into a sales contract;

Force Majeure – all events that cannot be foreseen or prevented at the time of conclusion of the sales contract and that are beyond the control of either Party, in particular: war, internal unrest, flood, fire, earthquake, and other natural disasters, government restrictions or orders, or other acts of state or local government authorities, general and industrial strikes, and emergencies.

2. These General Terms and Conditions of Sale apply to all sales contracts concluded by the Seller with the Buyer.

3. These General Terms and Conditions of Sale completely and exclusively govern the conclusion and performance of sales contracts for Goods between the Seller and the Buyer and constitute an integral part of each sales contract upon confirmation of the Buyer's Order by the Seller. Therefore, any other regulations (general terms and conditions, etc.) previously applied by the Buyer do not apply.

4. These General Terms and Conditions of Sale are made available to Buyers on the Seller's website (www.gloss.pl).

5. The provisions of these General Terms and Conditions of Sale may be amended by the Seller at any time. The amended General Terms and Conditions of Sale enter into force upon their publication on the website www.gloss.pl. The conclusion of a separate sales agreement excludes the application of these General Terms and Conditions of Sale only to the extent individually regulated differently in that agreement.

6. Each time the Buyer places an Order for the purchase of Goods, the Buyer accepts the Seller's General Terms and Conditions of Sale.

§ 2

CONCLUSION OF THE CONTRACT

1. The basis for concluding a sales contract is the Buyer's Order submitted in writing (including electronically) in response to the Seller's offer. In the event of any changes to the offer or reservations being made in the Buyer's Order, the contract will only be concluded upon the Seller's confirmation of acceptance of the Order with changes or reservations in writing (including electronically). Failure to confirm such an Order constitutes a failure to conclude the sales contract.

2. If the Buyer places an Order without receiving a prior written offer (e.g., based on an invitation to negotiate, etc.), written (including electronic) confirmation of the Seller's acceptance of the Order is required to conclude the contract.

3. Any additional agreements, assurances, promises, and guarantees made orally by the Seller's employees in connection with the conclusion of the contract or the submission of the offer are not binding unless they are included by the Seller in the Order confirmation.

4. If, for reasons beyond the Seller's control (including Force Majeure) and relating to the production of the goods, the Seller is unable to perform the contract in whole or in part, the Seller shall have the right to withdraw from the contract in whole or in part within three months from the date of conclusion of the contract. The Seller shall not be liable for any damage resulting therefrom.

5. Each Order must include:

- Buyer's details (name, address, Tax Identification Number),
- exact delivery address; if this address is to be different from the Buyer's registered office, this fact must be clearly stated,
- a detailed description of the ordered Goods, including: the type of Goods (symbol) and quantity (in the case of new designs, the Goods must be approved by the Seller),
- delivery method,
- proposed delivery date,
- contact details of the ordering party.

The Seller is not liable for any errors in Orders.

6. The condition for the performance of the order is its acceptance by the Seller. The Seller will inform the Buyer about the acceptance of the Order no later than 3 business days from the date of receipt of the Order by sending a written (including electronic) Order confirmation. A contract between the parties is concluded upon confirmation of the Order by authorized persons on the Seller's part. Any changes to the Order require the written (including electronic) consent of both Parties.

7. Failure to confirm acceptance of the Order within the time period referred to in paragraph 6 shall constitute a failure to conclude the contract and shall not create any obligations on the part of the Seller towards the Buyer.

8. To protect its interests, the Seller reserves the right to conduct a verification process for each Buyer, in terms of their solvency and reliability. Therefore, the Seller is entitled to refuse to accept the Order without providing a reason.

9. The Seller is obligated to deliver the Goods in accordance with the content of the confirmed Order and is not responsible for their further use contrary to its intended purpose.

10. In the event of a Force Majeure event, the Seller reserves the right to change previously confirmed delivery and Order fulfillment dates, as well as the right to withdraw from the contract for the sale of Goods it has accepted for fulfillment.

11. If either Party is unable to fulfill its obligation due to a Force Majeure event, it is obligated to immediately notify the other Party of this fact, no later than 7 days after the occurrence of such events, and to provide credible evidence thereof.

12. If a Force Majeure event lasts longer than 30 days, the Parties will, in good faith, attempt to reach a solution that satisfies and protects the interests of both Parties.

13. The Seller may also change previously confirmed delivery and Order fulfillment dates for reasons other than Force Majeure, in particular in the event of logistical obstacles or those resulting from limited production capacity of its suppliers. He is obliged to immediately, no later than within 7 working days of the occurrence of such obstacles, notify the Buyer about them, specifying a new delivery date.

§ 3

PRICE AND PAYMENT

1. The selling price of the goods will be specified in each Order and/or Order confirmation.

2. The Order must clearly state whether the prices stated therein are net prices (excluding VAT) or gross prices (including VAT).

3. Selling prices presented in foreign currencies are converted to PLN at the average exchange rate of the National Bank of Poland on the day preceding the invoice issuance.

4. The Buyer authorizes the Seller to issue VAT invoices without signature and to send them to the Buyer's correspondence address (including the e-mail address).

5. Shipping costs are determined individually when placing the Order.

6. The Buyer is obligated to pay for the purchased goods within the time specified in the Order and/or invoice. The date of payment is the date on which the funds are credited to the Seller's bank account. If the Buyer fails to make payment by the due date, the Seller is entitled to charge statutory default interest for commercial transactions.

7. In the event of late payment for the delivered Goods, the Seller is entitled to suspend further deliveries until the entire debt is settled, along with accrued interest. If the delay in any payment to the Seller exceeds 30 days, the Seller may withdraw from the sales contract without setting an additional deadline. The Seller is not liable for any resulting damage.

8. Submitting a complaint for the purchased Goods does not release the Buyer from the obligation to make timely payment.

9. The Seller is entitled to change the prices of the offered Goods to adapt them to current market conditions. The Seller will inform the Buyer of such a situation, provided that such price change applies only to orders that have not yet been confirmed by the Seller.

10. If the Seller has granted the Buyer trade credit (deferred payment), the Seller may limit or withdraw it at any time. This right does not apply to receivables that have already arisen.

§ 4
OWNERSHIP

1. The Seller reserves the right to ownership of the Goods sold only upon payment of the full price to the Seller.
2. The risk of loss or damage to the Goods passes from the Seller to the Buyer upon delivery of the Goods, and in the case of entrusting the Goods to a carrier, upon delivery of the Goods to the carrier, regardless of who bears the transportation costs.

§ 5
GOODS RECEIPT, DEFECTS IN THE ITEM SOLD, WARRANTY, AND COMPLAINT HANDLING

1. Goods will be delivered in the manner agreed and confirmed in the order and will be delivered on returnable euro type pallets (120 x 80 cm), unless the parties have agreed otherwise.
2. The Seller is not liable for any delays in the delivery of Goods resulting from Force Majeure, circumstances attributable to the carrier, or the omissions or actions of third parties for which the Buyer is not responsible.
3. The Buyer confirms acceptance of the Goods on a delivery note, a CMR document, or a bill of lading.
4. Upon acceptance of the Goods, the Buyer confirms the absence of visible external defects.
5. The Buyer is fully liable to the Seller for any damage resulting from an unjustified refusal to accept the delivered Goods.
6. The Buyer is obligated to immediately inspect the delivered Goods for compliance with the Order – in terms of quantity and quality, as well as for any hidden defects existing at the time of delivery. The Buyer is also obligated to document any comments or reservations regarding any identified defects.
7. The Buyer is obligated to store and warehousing the purchased Goods in appropriate conditions, i.e., in a dry place, protecting them from atmospheric conditions, particularly excessive humidity.
8. The Buyer is obligated to immediately notify the Seller of any detected quality defects, but no later than 30 days from the date of delivery of the Goods. After this deadline, the Buyer's rights regarding physical defects in the Goods expire. Notification should be made in a manner that allows for confirmation that the Seller has received the notification.
9. The Seller guarantees the quality of the Goods sold. Liability under warranty is excluded.
10. The warranty covers only brand-new Goods with respect to physical defects (quality and materials) resulting from causes inherent in the Goods.
11. The warranty is excluded for damage resulting from mechanical damage to the Goods (crushing, tearing, crushing) occurring after the Goods have been delivered to the Buyer or carrier, as well as in the event of damage resulting from Force Majeure. In the event of improper use of the Goods, the Buyer loses all warranty rights regarding the Goods.
12. The complaint must be delivered to the Seller, together with the defective Goods and documentation confirming the comments and reservations regarding the identified defects, subject to Section 13 below.
13. In the event of a quality complaint, the Buyer is obligated to secure the Goods at the Seller's disposal for a period of 14 business days from the date of filing the complaint and allow a representative of the Seller to inspect them.

14. The Seller is obligated to notify the Buyer of the complaint resolution process within 14 business days from the date of receipt of the complaint. This deadline may be extended by the time necessary for the Seller to examine the complained-about batch of goods and perform the necessary expert opinions, but no longer than by 30 days.

15. Complaints will be considered in writing (including electronically), under pain of nullity, after the Seller examines the complained-about batch of goods, or after conducting an expert opinion. If the complaint is upheld, the Seller agrees to replace the defective Goods with defect-free ones at its own expense, within a time agreed upon by the Parties. If replacement is impossible or involves additional expenses for the Seller, the Seller has the right to refuse replacement and refund the Buyer an appropriate portion of the price.

16. In the event of an unfounded complaint, the Buyer is obligated to collect the complained-about goods at its own expense, within the time specified by the Seller.

17. Promotional or substandard goods, and therefore discounted, are not subject to complaint.

18. Complaints may only be filed for Goods purchased from the Seller.

19. Goods that have been processed, improperly stored, and/or used by the Buyer, resulting in their loss of properties, are not subject to complaint.

20. The Seller's liability for damages to the Buyer for losses resulting from the sale of defective goods is limited solely to the actual damage suffered by the Buyer, which is limited to the value of the defective goods sold. In all other respects, liability is excluded, unless this is contrary to mandatory provisions of law. To the same extent, the Seller is liable for the acts or omissions of persons used in the fulfillment of the Buyer's order.

§ 6

LAW AND JURISDICTION

1. Any disputes arising between the Parties will be resolved amicably in the first instance.

2. The court of law having jurisdiction over the Seller's registered office shall have jurisdiction over any disputes between the Parties.

3. Polish law shall apply to sales agreements concluded between the Parties.

4. If the Buyer's registered office is located outside the country of the Seller's registered office, any disputes arising between the Parties shall, in the absence of an amicable resolution, be resolved by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.

§ 7

OTHER PROVISIONS

1. The titles of the individual sections of these General Terms and Conditions of Sale are included solely for ease of use and have no legal significance, and therefore, the text of these General Terms and Conditions of Sale may not be interpreted based on them.

2. If individual provisions of these General Terms and Conditions of Sale prove invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties undertake to adopt provisions that effectively reflect the prior intention of the Parties.

3. The Parties undertake to treat as strictly confidential all terms of the Order (including all information contained in the offer), as well as information mutually obtained from each other during business negotiations and beyond, in particular all organizational, commercial, and technical information concerning both Parties that is not publicly available, and to use it solely for the purpose of fulfilling the Order. Information regarding the volume of trade, specifications of the Goods and technological data, prices, discounts, and payment terms applied by the Seller, as well as the content of agreements concluded between the Parties, shall also be considered confidential. The obligation of confidentiality is indefinite.

