

GENERAL CONDITIONS OF SALE FOR B2B

These General Terms and Conditions of Sale (hereinafter referred to as OWS) constitute an integral part of each offer, order and Sales Agreement for Products offered by the Seller to Buyers, specifying the principles of their conclusion, implementation and liability, unless the Parties have agreed otherwise in writing.

§ 1 DEFINITIONS

The terms used in these General Terms and Conditions of Sale mean:

Producer - Suncube Sp. z o. o. based in 55-020 Wojkowice, ul. Rajdowa 4 (Poland), entered into the register of entrepreneurs under the KRS number: 0000899648, NIP: PL9372735139, REGON: 388870192, producing Suncube Products. In relation to the sale of Suncube Products to a Buyer or Partner, the Manufacturer acts as Seller.

Product - means the goods and/or services offered by the Seller, constituting the subject of the Sales Agreement, described in detail in the offer, Order or Order Acceptance Confirmation, divided into:

- 1) Suncube product - manufactured by the Manufacturer and bearing the Suncube logo,
- 2) Accessories - elements of the equipment of the Suncube Product that are not manufactured by the Manufacturer (in particular sauna heaters, stove controllers, and other elements) and supplied to the Manufacturer by third parties.

Personalized Product - means a Suncube Product, the implementation of which requires the Seller to introduce any changes (in particular technical, visual or equipment changes), specified by the Buyer in writing in the submitted Order.

Sales Agreement – means the Product sales agreement concluded between the Seller and the Buyer on the terms set out in these General Terms and Conditions, in particular on the basis of a submitted and then confirmed Order, unless the Parties have agreed otherwise in writing.

Buyer - means an entrepreneur, including a natural person running a business, a legal person or an organizational unit without legal personality but with legal capacity, conducting business or professional activity on its own behalf, which purchases the Product from the Seller on the basis of the Sales Agreement. A consumer within the meaning of Article 22 (1) of the Civil Code is not considered a Buyer.

Partner - means the Buyer purchasing the Product from the Manufacturer for further resale to Users.

User - means a natural person who is a consumer within the meaning of the provisions of Article 22 (1) of the Civil Code, entering into a legal transaction with the Partner or Seller for his or her own use and not directly related to his or her business or professional activity.

Working days - means days from Monday to Friday, excluding public holidays in Poland.

§ 2 GENERAL PROVISIONS

1. These General Terms and Conditions are addressed to Buyers and apply, among others, to: to all offers, orders, in particular Sales and Delivery Agreements, the subject of which are Products.

2. These GTC also apply to all future Sales Agreements between the Seller and the Buyer, even if they have not been expressly agreed between the Seller and the Buyer.

3. These General Terms and Conditions are constantly made available to the Buyer before concluding the Sales Agreement on the website

www.suncubesauna.com/dokumenty.

4. The submission of an Order by the Buyer, regardless of its form (e.g. via the website, e-mail or in writing), means that the Buyer has read the content of the General Terms and Conditions and accepted them. The General Terms and Conditions become an integral part of the Sales Agreement, provided that they are made available to the Buyer in advance. In particular:

a) in the case of orders placed via the website, the Buyer confirms acceptance of the General Terms and Conditions by checking the appropriate checkbox with the text "I have read and accept the General Terms and Conditions of Sale" before placing the Order,

b) in the case of orders placed by e-mail or in writing, the Seller provides the Buyer with the General Terms and Conditions together with confirmation of acceptance of the Order. Prepayment of the Order by the Buyer (including partial payment) or commencement of the execution of the Order by the Seller is tantamount to acceptance of these General Terms and Conditions by the Buyer. Commencement of the Order execution by the Seller means in particular taking steps to produce, obtain or prepare the Product for shipment/collection.

5. The provisions contained in the General Terms and Conditions and in contracts binding on the Parties regarding retention of ownership of the Product, further security of the Seller's claims against the Buyer and exclusion of further claims for compensation of the Buyer from the Seller shall in each case be binding as agreed.

6. These General Terms and Conditions are prepared in Polish and English. In relations with Buyers based in Poland, the Polish version is binding. In relations with Buyers based outside Poland, the English version is binding. In the event of discrepancies

between the Polish and English versions, the language version binding in a given relationship (as stated above) shall prevail.

7. The invalidity or ineffectiveness of any provision of the General Terms and Conditions does not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties undertake to enter into negotiations in order to replace the invalid or ineffective provision with a valid and effective provision that reflects, to the greatest possible extent, the intentions of the Parties contained in the original provision.

§ 3 NATURE OF INFORMATION ABOUT THE PRODUCTS

1. Information provided by the Seller regarding the Products, including: drawings, photos, dimensions, descriptions, technical parameters, prices and delivery conditions are for information and illustrative purposes only. These data contained in advertising materials, prospectuses, price lists or offers (if submitted in writing to the Buyer) do not constitute an offer within the meaning of the provisions of the Civil Code (Articles 66-70). Only the arrangements contained in the confirmation of acceptance of the Order by the Seller are binding.

2. The Seller makes every effort to ensure that the information and materials are up-to-date and consistent with the facts, but reserves the right to modify them at any time for technical or commercial reasons. The Seller is not responsible for inaccuracies and printing errors in the information materials that do not affect the ability to correctly identify and evaluate the Product. The Seller is not obliged to update the materials.

3. The availability of Products and the possible order completion date is each time specified by the Seller in the confirmation of acceptance of the Order.

§ 4 PLACING ORDERS AND CONCLUSION OF A SALES AGREEMENT

1. Placing an Order by the Buyer means the Buyer's declaration of will, submitted to the Seller in writing or electronically (e-mail, online store, B2B platform or application), constituting an offer to conclude a Sales Agreement on the terms specified in these General Terms and Conditions.

2. Orders on behalf of the Buyer may be placed by persons acting as part of the ordinary management of the Buyer's enterprise. If an Order is placed by a person acting outside the scope of ordinary management or outside the scope of his/her official duties, such an Order is deemed to have been placed by the Buyer if the Seller, acting in good faith, could not easily determine the lack of authorization. In such a case, the Buyer is responsible for payment for the completed Order.

3. Before placing the first Order, the Buyer is obliged to provide the Seller with documents confirming his legal status as an entrepreneur or an institution conducting business activity. The required documents include, among others: a printout from

CEIDG or KRS, a certificate of assigning a Tax Identification Number (NIP) and a document confirming the REGON number. If the person placing the Order is not authorized to represent the Buyer on the basis of these documents, an additional power of attorney must be provided.

4. The order must contain at least:

- a) Buyer's data (data necessary to issue a sales document, contact details, name and surname of the ordering party,
- b) identification of the ordered Product (including name, quantity and specification allowing to clearly determine the selected Product variant),
- c) address and delivery method,
- d) details of the person placing the order on behalf of the Buyer, including contact details (e-mail, telephone number)

5. The Seller may make acceptance of the Order conditional on the Buyer making a prepayment in the form of an advance payment in the amount specified by the Seller.

6. The Sales Agreement is concluded under the terms of these General Terms and Conditions:

- a) when the Seller sends confirmation of acceptance of the Order to the Buyer - in writing to the address of the Buyer's registered office or the e-mail address from which the Order was received and/or to the e-mail address indicated by the Buyer in the Order and/or the e-mail address used by the Buyer for logging in to the account of the online store, B2B platform or Seller's mobile application,
- b) through the execution of the Order, but in this case the Buyer does not receive confirmation of acceptance of the Order, but only the sales document itself (e.g. a VAT invoice).

The above also applies in the event of supplementing or changing the Order.

7. The Seller reserves the right to make changes to Suncube Products that do not significantly impair their functionality and technical parameters. The Seller will inform the Buyer about significant changes in Suncube Products that are the subject of placed Orders and are in progress.

8. The Seller reserves the right to make changes to the design, technical and operational parameters, materials and equipment of Suncube Products. However, these changes do not apply to Orders that have been completed or are in progress, unless the Parties have agreed in writing. Introducing changes to the offer or information materials after placing the Order by the Buyer does not constitute a basis for demanding delivery of the Product in a changed version.

§ 5 IMPLEMENTATION DATES

1. In the Order Acceptance Confirmation, the Seller specifies the possible delivery date, taking into account, among others, availability of raw materials, components, equipment, production capabilities and resources.
2. The day on which the Seller notifies the Buyer (e.g. by telephone or e-mail) of readiness to collect the Product, hereinafter referred to as the Product Collection Readiness Deadline, is considered to be the performance of the service.
3. The deadline for the implementation of the Sales Agreement depends on the timely fulfillment of obligations by the Buyer, in particular: payment of the advance payment or price, provision of the required information, documentation or timely receipt of the Product. In the event of a delay on the part of the Buyer, the completion date is automatically extended by the duration of the delay. The Seller will inform the Buyer about the new completion date.
4. In the event of circumstances affecting the compliance with the deadline for the provision of services, transport or performance of the Sales Agreement, the Seller is entitled to independently set an additional new deadline for the provision of services. In such a case, the Seller will inform the Buyer about setting a new deadline for the performance of the service at least 7 days before the expiry of the original deadline for the performance of the service.
5. If the Seller sets a new deadline for the performance of the service, which will be longer than 30 calendar days in relation to the original deadline, the Buyer has the right to withdraw from the Sales Agreement within 2 business days from the date of notification of the new deadline, with the exception of the situation described in § 5 section 3. The Buyer submits the declaration of withdrawal to the Seller by e-mail under pain of invalidity. Apart from the right to withdraw, the Buyer is not entitled to any other claims against the Seller, including a claim for compensation for delay.
6. If the Seller does not meet the new deadline for the performance of the service, the Buyer has the right to withdraw from the Sales Agreement. Apart from the above-mentioned right to withdraw from the Sales Agreement, the Buyer is not entitled to any other claims, in particular a claim for compensation for delay.
7. To the circumstances referred to in point § 5 **ust. 4** include in particular random events, force majeure, actions of public authorities, availability of raw materials and Accessories, delays of the Seller's suppliers and others.

§ 6 PRICES

1. Prices provided in the Seller's materials, such as price lists, offers, order confirmations, are expressed in EUR by default. If the price is specified in a different currency (e.g. PLN or USD), this will be clearly indicated in the document. In the absence of such information, it is assumed that the prices are expressed in EUR.
2. In the case of non-cash transactions, settlements for the sale of Products will be made to a bank account in foreign currencies and in the currency indicated by the Seller on the sales document., consistent with the currency specified in the confirmation of acceptance of the Order.
3. Unless the Parties have agreed otherwise in writing, the prices of the Products are net prices under EXW Incoterms 2020 (the Seller makes the Product available at its headquarters, production plant, warehouse or other agreed place). Tax on goods and services (VAT) is added to the net prices in accordance with applicable law, taking into account the principles of taxation of intra-Community acquisition of goods (ICT).
4. If the processing time of the order placed by the Buyer - counted from the moment of sending the confirmation of acceptance of the Order - is longer than 30 (in words: thirty) days, the Seller reserves the right to change the price (in particular due to the increase in prices of raw materials, labor costs, exchange rates and others). In such a case, the Buyer has the right to cancel the Order.

§ 7 PAYMENT TERMS

1. Unless the parties agree otherwise, payment for the Product is made in two stages:
 - a) advance payment – the Buyer pays an advance payment in the amount determined by the Seller. Payment is considered completed when the funds are transferred to the Seller's account. The date of receipt of the advance payment determines the beginning of the Order completion date.
 - b) remaining amount – the Buyer pays the remaining price before releasing the Product or reporting readiness for collection. Payment is considered completed when the funds are at the Seller's disposal.
2. The Buyer undertakes, within the limits permitted by law, not to exercise any right to refrain from fulfilling the obligations due to the Seller. The Buyer's receivables from the Seller may be set off against the Seller's receivables from the Buyer only with the written consent of the Seller, under pain of nullity.
3. Regardless of the Buyer's indications included in the declaration submitted at the latest at the time of payment, the Seller is entitled to count the received payment first against the oldest obligations of the Buyer with the earliest payment date, and within a given obligation - in the following order: debt collection costs, including costs reminders and demands for payment, interest, principal amount. The Seller will inform the Buyer about the successful payment.

4. In case of delay in payment, the Seller is entitled to charge:

- a) in commercial transactions - statutory interest for delay in commercial transactions, in accordance with the Act on payment terms in commercial transactions,
- b) in other cases - statutory interest for delay, in accordance with Art. 481 § 2 of the Civil Code,

as well as to seek compensation on general terms, including reimbursement of debt collection costs.

5. In the event of the Buyer's delay in any performance, in particular payment, the Seller is entitled to suspend the provision of its own services until the arrears are settled by the Buyer. The Seller may also make further implementation of the Sales Agreement conditional on the Buyer making, at the Seller's option: prepayment, providing acceptable security or providing other agreed performance. The ineffective expiry of the additional deadline set for the Buyer to complete the service entitles the Seller to withdraw from the Sales Agreement in the part relating to the services not yet provided, excluding the Buyer's claims in this respect.

6. The submission of claims under the quality guarantee by the Buyer does not affect the payment deadline for the Product.

§ 8 DELIVERY CONDITIONS

1. The Place of Fulfillment of the Performance of the Sales Agreement is, at the Seller's choice, the Seller's registered office, warehouse or production plant indicated by the Seller. The Seller will inform the Buyer in writing via e-mail about the selection of the Place of Performance in advance.

2. Delivery of the Products takes place on EXW (Ex Works) terms in accordance with Incoterms 2020. This means that the Seller makes the Product available for collection at the Place of Performance, and all costs and risks related to loading, transport, security, loss and further proceedings are transferred to the Buyer at the time the Product is made available.

3. At the Buyer's request and expense, the shipment may be insured by the Seller against the following risks: theft, breakage, damage during transportation, fire and water, and other insurable risks.

4. The type and scope of necessary protective measures and the packaging of the Product are the responsibility of the Seller.

5. The Seller reserves the right to provide the Buyer with a Suncube Product with changed parameters, unless, in the Seller's opinion, the parameters of the Suncube Product do not differ significantly from the product parameters specified in the confirmation of acceptance of the Order.

§ 9 COLLECTION OF GOODS

1. The Products may be collected from the Place of Performance by the Buyer personally or through third parties indicated by the Buyer (including a person acting on behalf of the Buyer, an entity responsible for the transport of the Products).
2. If the Product is to be sent by the Seller to the place indicated by the Buyer, in case of doubt, the Product is deemed to have been released when, in order to deliver the Product to its destination, the Seller entrusted it to an entity responsible for transport, designated by the Buyer, engaged in transport. organization and/or transportation of such Products.
3. If the Buyer fails to collect the Product on the agreed pickup date, the Seller is entitled to designate an additional pickup date for the Buyer (in writing or via e-mail) and to charge the Buyer with the actual storage costs, which will be at the Buyer's risk, and to insure the uncollected Product. counted from the agreed collection date to the date of receipt of the Product by the Buyer or until the date of withdrawal from the Sales Agreement.
4. After the ineffective expiry of the additional collection deadline set for the Buyer to collect the Product, the Seller is entitled to withdraw from the Sales Agreement for reasons attributable to the Buyer in relation to the uncollected Product, and the Buyer is obliged to pay the Seller a contractual penalty in the amount of **10%** value of the uncollected Product or **30%** value of the unclaimed Personalized Product. The Seller reserves the right to claim compensation exceeding the amount of the contractual penalty if the damage incurred exceeds its amount.
5. The advance payment made by the Buyer may be offset by the Seller towards the contractual penalty or compensation described in section 9.7, which does not require the submission of additional declarations of will in this respect.
6. When collecting the Product (in accordance with EXW terms and conditions), the Buyer is fully responsible for the organization and course of transport.
7. The buyer is obliged to:
 - a) notify the Seller at least 24 hours in advance of the intention to collect the Product, providing information necessary in the Seller's opinion for the safe transfer of the Product, in particular: car details, driver details and loading conditions,
 - b) provide a means of transport enabling safe, in the Seller's opinion, loading and/or transport of the ordered Product.

If, in the Seller's opinion, a car is provided that makes it impossible, in the Seller's opinion, to ensure safe loading and/or transport of the Product or a car with insufficient cargo space or in the absence of notification within a specified period, the

Seller may refuse to load and charge the buyer with any resulting costs (in the amount of specified by the Seller).

8. In the event of personal collection of the Product by the Buyer from the Place of Performance, the Buyer is obliged to carry out acts of diligence to thoroughly check the Product. In particular, the Buyer is obliged to report any objections to visible damage to the Product (e.g. damage to the packaging, loss or damage to the Product) and non-compliance of the Product with the sales document or the Order upon its receipt. Any comments should be immediately reported to the Seller's employee before the Product is loaded onto the means of transport, and the Parties will prepare an appropriate complaint protocol. The defects indicated in the report will be removed by the Seller under the terms and conditions of the applicable Product warranty. If it is not possible to repair or correct deficiencies or discrepancies, the Seller will set a new Product Collection Readiness Date for the Buyer. In such a case, the Buyer is not entitled to claim any compensation and has no right to withdraw from the Sales Agreement due to the fault of the Seller. The absence of any comments regarding the Product during its personal collection by the Buyer means that the Product does not have any defects.

9. If transport from the Place of Performance to the Buyer is carried out by third parties (including the entity responsible for transport):

a) When receiving the Product from the entity responsible for transport, the Buyer is obliged to carry out acts of diligence to thoroughly check the Product. In particular, the Buyer is obliged to report any objections to visible damage to the Product (e.g. damage to the packaging, loss or damage to the Product) and non-compliance of the Product with the sales document or the Order upon receipt, and to perform all activities necessary to determine the liability of the entity responsible for transport (m. (e.g. enter damage and losses in the consignment note, prepare photo documentation, prepare a damage report) and contact the Seller immediately and submit it electronically complete documentation prepared above, including photos.

b) In the case of other defects or invisible defects, which have signs that occurred during transport and which, with due care, could not be noticed upon receipt of the Product, the Buyer is obliged to report them to the entity responsible for transport (requesting a damage report) and to the Seller in writing via mail. e-mail, no later than 5 days from the date of receipt of the Product. In the event of a complaint about a shipment delivered through a forwarder, the Buyer is obliged to prepare a complaint report additionally with the participation of the forwarding company.

c) The Seller reserves the right to reject the complaint if the Buyer has neglected his duties related in particular to checking the Product, preparing a damage report with the entity responsible for transport, preparing photo documentation or informing the Seller about the noticed defect. If the Seller does not receive notification of the disclosure of defects in the goods within 5 calendar days, the goods are deemed to have no defects.

10. The Buyer is obliged to accept the Product delivered to him even if it has minor defects (including, in particular, minor scratches, abrasions, discolorations that do not affect the functionality of the product) or deficiencies that can be supplemented by the Seller within a reasonable time, taking into account the specific nature of international transport and customs procedures, or defects whose removal is within the limits of the warranty granted. Acceptance of the goods does not affect the Buyer's rights arising from the WARRANTY [point number] section of these General Terms and Conditions.

§ 10 RETURNS

1. The Buyer is not entitled to return the purchased Product.
2. The provisions of the Act of May 30, 2014 on consumer rights, including in particular the provisions regarding the right to withdraw from a distance contract, do not apply to Sales Agreements concluded on the basis of these General Terms and Conditions.
3. The Buyer's rights related to defects of the Goods are regulated in § 12.

§ 11 WITHDRAWAL FROM THE SALES AGREEMENT

1. If the Buyer withdraws from the Sales Agreement for reasons attributable to the Buyer, the Buyer is obliged to pay the Seller a contractual penalty in the amount **10%** value of unclaimed Products or **30%** the value of uncollected Personalized Products, unless the withdrawal was due to reasons attributable to the Seller. The Seller reserves the right to claim compensation exceeding the amount of the contractual penalty if the damage incurred exceeds its amount.
2. The advance payment made by the Buyer may be set off by the Seller towards the contractual penalty or compensation described in point 1 of this paragraph, which does not require the submission of additional declarations of will in this respect.
3. The Seller is entitled to withdraw from the Sales Agreement for reasons attributable to the Seller at any time without the obligation to provide a reason. In such a situation, the Buyer is not entitled to any claims against the Seller, in particular a claim for compensation in this respect, and at the same time the Seller will refund the advance payment previously paid by the Buyer in respect of the uncollected Product.

§ 12 LIABILITY UNDER WARRANTY AND WARRANTY

1. The Parties agree that the Manufacturer is not liable to the Buyer under the warranty for defects in the Products that are the subject of the Sales Agreement, in accordance with the provisions of Polish law. This exclusion does not cover defects fraudulently concealed by the Manufacturer.

2. Accessories are covered by a warranty granted directly by their manufacturers under the conditions specified in separate warranty documents delivered with the Accessories. The Seller is not liable under the warranty for Accessories delivered to the Buyer under the Sales Agreement.

3. Upon delivery of the Product, the benefits and burdens associated with the Product as well as the risk of accidental loss or damage to the Product are transferred to the Buyer.

4. By selling the Suncube Product to the User, the Partner undertakes to issue a Warranty Card in accordance with the template and conditions set by the Manufacturer (**Annex No. 1 to OWS**). The Charter specifies, among others: warranty period, scope of exclusions and obligations and rights of the User.

The Warranty Card will be issued by the Partner on its own behalf, which means that the Partner becomes the Guarantor towards the User and is solely responsible for the implementation of warranty services (e.g. repairs, replacement of goods), post-warranty service and technical support, which is included in its margin.

5. The Partner is liable to the User for defects in the Products resulting exclusively from his fault or the fault of third parties acting on behalf of the Partner and in direct connection with the following activities:

- a. damage to the Product caused during transport organized by the Partner,
- b. installation inconsistent with the Instructions provided by the Manufacturer,
- c. improper storage of the Product by the Partner, inconsistent with the written recommendations of the Manufacturer,
- d. demonstration of the Product that is inconsistent with the Instruction Manual provided by the Manufacturer,
- e. providing the User with incomplete or outdated Product documentation provided by the Manufacturer. In such a case, the Partner shall bear all documented costs of repair or replacement of the Product to the User.

6. The Manufacturer provides the Partner with a warranty against manufacturing defects of purchased Suncube Products for a period of 27 months from the date of purchase of a given Suncube Product, indicated on the Manufacturer's sales document. This warranty applies only to defects resulting from reasons inherent in the Product at the time of its release to the Partner. If a manufacturing defect is discovered, the Partner is obliged to inform the Manufacturer about it in the manner specified in point 9, and the Manufacturer undertakes to cooperate with the Partner in the process of considering the User's complaint.

7. The Manufacturer's liability under the warranty covers only defects resulting from reasons inherent in the Suncube Product sold to the Buyer. The Manufacturer is released from liability under the warranty if the Partner knew about the Product defect at the time of concluding the Sales Agreement

8. If a manufacturing defect of the Suncube Product is discovered during the warranty period granted to the User by the Partner, the Partner is obliged to immediately, no later than within 3 business days from receiving the notification from the User, inform the Manufacturer of this fact by e-mail to the following address: **info@suncubesauna.com** and to cooperate closely with the Manufacturer in the process of considering complaints and possible repair or replacement of the Suncube Product.

9. The Manufacturer will consider a complaint submitted by the Partner only provided that the Partner has followed the complaint procedure established by the Manufacturer and described in **Annex No. 2** to these General Terms and Conditions. This procedure specifies, among others: rules for reporting complaints, deadlines for considering complaints, method of documenting defects and the scope of necessary information that the Partner is obliged to provide to the Manufacturer.

10. If the complaint is accepted by the Manufacturer, the Manufacturer, at its own discretion, will satisfy the Partner's claims by:

- a. providing spare parts necessary to repair the Product,
- b. replacement of the defective Product with a new one, free from defects.

11. The place of delivery of spare parts or a product replaced by a new one is, as indicated by the Partner, its registered office, warehouse or sales point or another place agreed by the Parties in writing. The costs of such transport of spare parts or the Product replaced with a new one are borne by the Manufacturer under the terms of DAP Incoterms 2020.

12. The place of delivery of spare parts or a product replaced with a new one is, as indicated by the Manufacturer, its registered office, warehouse or production plant in Poland or another place agreed by the Parties in writing. The costs of such transport of the replaced defective parts or the defective Product are borne by the Partner under the terms of DAP Incoterms 2020.

13. The Partner is entitled to a refund of the documented costs of the Partner's warranty repair of the Product, provided, however, that they only include the scope and values determined and accepted by the Manufacturer before the Partner commences the warranty repair. Any action taken by the Partner to carry out a warranty repair without prior approval by the Manufacturer is at the Partner's responsibility and expense, without the possibility of seeking reimbursement from the Manufacturer.

14. The Manufacturer is not responsible for the costs associated with replacing the Product with a new one free from defects, in particular those related to disassembly and assembly as well as transport of the Products between the User and the Partner. The Partner will have the exclusive right to replace the Product, excluding further claims.

15. Within 14 (fourteen) calendar days from the date of receipt of spare parts or a new Product, the Partner is obliged, at the request of the Manufacturer, to:

a) return to the Manufacturer the defective parts replaced as part of the Product repair, and in the case of replacing the Product, return it in its entirety,

b) documenting the fact that defective parts were replaced as part of the Product repair (e.g. by sending photos, repair report or other documents indicated by the Manufacturer).

Replaced replacement parts or returned Products become the property of the Manufacturer in their entirety.

16. In the event of failure to fulfill the obligation specified in § 12 section 16 deadline, the Producer has the right to charge the Partner a fee taking into account:

a) the value of the delivered parts, valid on the date of their purchase by the Manufacturer.

b) transport costs incurred

c) a flat-rate administrative fee of PLN 500.00 (in words: five hundred) net + VAT

d) other documented costs

17. The obligations arising from the warranty will be fulfilled by the Manufacturer within 14 (fourteen) calendar days, counting from the date of receipt by the Manufacturer of a complete complaint from the Partner and/or an order for a spare part. If a spare part is unavailable in the Manufacturer's warehouse, the Manufacturer will inform the Partner about this fact, and the spare part will be delivered as soon as possible, allowing for replenishing the Manufacturer's warehouse.

18. The warranty does not cover defects in the Product caused by the User's fault as a result of the reasons indicated in the Warranty Card template constituting **Annex No. 1** of these General Terms and Conditions.

19. If the Partner issues a Warranty Card to the User that would specify the warranty rules differently than the Warranty Card template specified in **Annex No. 1** of these General Terms and Conditions, the provisions of these General Terms and Conditions together with **Annex No. 1** have priority. In such a case, the Partner shall be liable to the User for any discrepancies and undertakes to release the Producer from any liability in this respect.

20. In the event of disputes between the Partner and the User regarding the warranty, the Partner is obliged to immediately inform the Manufacturer of this fact. The Manufacturer may, but is not obliged, to provide the Partner with legal or technical support in resolving the dispute.

§ 13 CONFIDENTIALITY

1. The Buyer undertakes to maintain the confidentiality of all information obtained in connection with the implementation of the Sales Agreement. This information includes technical, commercial, financial, organizational and marketing data, customer information, know-how and trade secrets, as well as (in accordance with Article 11(2) of the Act on Combating Unfair Competition). This information may not be disclosed unless it is publicly available or the Seller's consent has been obtained. Informing about the mere fact of concluding the Sales Agreement does not constitute a breach of this obligation.
2. Disclosure of Confidential Information, excluding its disclosure to the extent necessary for the proper performance of the Sales Agreement, requires the prior written consent of the Seller.
3. In the event of a breach by the Buyer of the provisions of § 13 section 1 and 2 of this paragraph, the Seller is entitled to a contractual penalty of PLN 20,000.00 net for each violation. The Seller reserves the right to claim compensation exceeding the amount of the contractual penalty if the damage incurred exceeds its amount.
4. The confidentiality obligation remains in force also after the end of the Sales Agreement for a period of 5 years.

§ 14 INTELLECTUAL PROPERTY RIGHTS

1. The execution of works by the Seller and the transfer of Materials to the Buyer (in particular designs, photos, visualizations, sketches, technical documentation, etc.) does not mean the transfer of any proprietary rights to these Materials to the Buyer. The Buyer is entitled to use the Materials only to the extent necessary to achieve the purpose of the Sales Agreement, including the assembly and operation of the Subject of the Order.

2. The execution of the Order by the Seller does not constitute granting the Buyer a license to use the Materials and/or the Subject of the Order for purposes other than the execution of the Sales Agreement.

3. In the event of a breach by the Buyer of any of the above described in point 1 of this paragraph, the Buyer undertakes to pay the Seller a contractual penalty in the amount of:

a) **2000,00** (in words: two thousand) PLN for each unintentional infringement,
b) **5000,00** (in words: five thousand) PLN for each intentional infringement,
within 7 days of submitting such a claim by the Seller, on the basis of the debit note and to the bank account indicated therein. The payment of the contractual penalty does not deprive the Seller of the right to claim compensation exceeding the amount of the agreed contractual penalty.

4. The Seller reserves the right to use the Materials (e.g. videos, photos of Products or assembly services performed or received from the Buyer) for marketing purposes, including on the Internet (e.g. on the Seller's website, in social media, in advertising materials). The Seller undertakes not to infringe the Buyer's personal rights when using the Materials. The Buyer may withdraw consent to the use of his image in the following justified cases (e.g. change of the Buyer's company image, negative context of use of the Materials, violation of the Buyer's trade secret). Withdrawal of consent must be in writing and delivered to the Seller.

5. For the offered Products in the field of construction solutions, the Seller is the owner of patents issued by EUROPEAN UNION INTELLECTUAL PROPERTY OFFICE (EUIPO). All intellectual property rights, including patent rights and rights to exercise derivative rights regarding the Subject of the Order, excluding the Buyer's right to use the purchased Product in accordance with its intended purpose, belong exclusively to the Seller and are excluded from the Sales Agreement. The Buyer does not acquire the right to produce, adapt, modify, distribute or commercially use the Subject of the Order or any part thereof.

6. In the event of a breach by the Buyer of any of the above described in point 5 of this paragraph, the Buyer undertakes to pay the Seller a contractual penalty in the amount of:

a) **40000,00** (in words: forty thousand) PLN for each unintentional infringement,
b) **120000,00** (in words: one hundred and twenty thousand) PLN for each intentional infringement,

within 7 days of submitting such a claim by the Seller, on the basis of the debit note and to the bank account indicated therein. The payment of the contractual penalty does not deprive the Seller of the right to claim compensation exceeding the amount of the agreed contractual penalty.

§ 15 PERSONAL DATA

1. The administrator of personal data provided by the Buyer is Suncube spółka z ograniczoną odpowiedzialnością with its registered office in 55-020 Wojkowice, ul. Rajdowa 4. (within the meaning of 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 referred to as GDPR)

2. In matters related to the protection of personal data, the data subject may contact the Administrator by phone: +48 690 332 332 by e-mail: info@suncubesauna.com or in writing to the address of the Administrator's registered office.

2. The Buyer's personal data is processed for the following purposes:

a) implementation of the Sales Agreement (Article 6(1)(b) of the GDPR - in the case of the Buyer's data; Article 6(1)(f) of the GDPR - in the case of representatives' data, where the legitimate interest is to ensure the implementation of the contract);

b) fulfillment of legal obligations, such as financial reporting (Article 6(1)(c) of the GDPR).

c) pursuing or defending possible claims related to activities carried out under the Sales Agreement with the Buyer (Article 6(1)(f) of the GDPR - where the legitimate interest of the Seller as the data controller should be understood as the possibility of pursuing and defending claims),

d) providing information promoting the Seller's activities using the e-mail address and telephone number, provided that the data subject gives voluntary consent (Article 6(1)(a) of the GDPR) and without using the mentioned means of electronic communication (Article 6(1)(a) of the GDPR) 1 letter f of the GDPR - where the legitimate interest of the Seller as the administrator is to conduct marketing activities promoting its activities).

3. Personal data provided by the buyer will be transferred only to entities that cooperate with the Seller in order to implement the contract concluded with the Buyer, including: suppliers of IT systems and IT services, entities providing logistics, accounting, legal, consulting and marketing services, and these entities process data on the basis of an agreement with the Seller and only in accordance with his instructions.

4. Personal data provided by the Buyer will be processed depending on the purpose and basis of processing until:

a) termination of the contract concluded between the Seller and the Buyer,

b) expiry of the obligation to store data resulting from legal provisions, in particular the obligation to store accounting documents,

c) expiration of claims related to the performance of the contract between the Seller and the Buyer,

d) withdrawing consent to marketing activities using the e-mail address and telephone number,

e) raise an objection to activities based on the legally justified interest of the Seller as an administrator, i.e. marketing activities without the use of an e-mail address or telephone number.

5. In connection with the processing of personal data, the data subject has the following rights: the right to access their data and the right to rectify, delete, limit processing, the right to transfer data and the right to object. Moreover, to the extent that the basis for data processing is consent, the data subject has the right to withdraw this consent at any time, without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal. Requests to comply with the above-mentioned rights may be reported via e-mail to the following address: e-mail info@suncubesauna.com or to the address of the Seller's registered office.

6. The data subject has the right to lodge a complaint with the President of the Personal Data Protection Office if he/she considers that the processing of his/her personal data violates the provisions of the GDPR.

7. Personal data will generally not be transferred outside the European Economic Area (hereinafter: "EEA"). However, taking into account the provision of services by the Seller's subcontractors in the implementation of support for ICT services and IT infrastructure, the Seller may outsource specific IT activities or tasks to recognized subcontractors operating outside the EEA, which may result in the transfer of data outside the EEA. In accordance with the decision of the European Commission, recipient countries outside the EEA ensure an adequate level of personal data protection in accordance with EEA standards. In the case of recipients in the territory of countries not covered by the decision of the European Commission, in order to ensure an adequate level of this protection, the data exporter (Seller or processor acting on behalf of the Seller) concludes contracts with recipients of personal data, which are based on standard contractual clauses issued by the Commission. European in accordance with Art. 46 section 2 letter c GDPR. More information about the security measures used in this regard, including a copy of the adopted protection measures, can be obtained by contacting the Seller (contact details are provided in section 1 above).

8. Providing personal data is voluntary, but without providing them, it will not be possible to execute the contract and receive marketing information from the Seller.

9. If the Buyer provides the Seller with personal data of the Buyer's employees or associates, the Buyer undertakes, before such disclosure, to fulfill the information obligation towards these persons, on behalf of the Seller, referred to in Art. 14 GDPR. Information regarding the principles of processing personal data of the Buyer's employees or collaborators by the Seller is provided in § 15 of these General Terms and Conditions.

§ 16 REGISTRATION DOCUMENTS

1. In the case of Buyers based in Poland, the documents referred to in § 4 section 3 in particular:

- a) a printout from the Central Registration and Information on Economic Activity (CEIDG) or an excerpt from the National Court Register (KRS),
- b) certificate of assigning a tax identification number (NIP),
- c) document confirming the assignment of the REGON statistical number.

2. In the case of Buyers based outside Poland, the documents referred to in point 1 are equivalents of the documents listed in point 2, issued by the competent registration authorities in the country of the Buyer's registered office. These documents should, whenever possible, be accompanied by an official translation into Polish or English. In particular, depending on the legal form of the Buyer, these may be:

- a) excerpt from the commercial register, register of entrepreneurs or other register of a similar nature,
- b) a document confirming the tax identification number or other identification number used in a given country,
- c) other documents confirming legal status and authorization to run a business.

3. Issues regarding the authorization of persons acting on behalf of the Buyer are regulated §4 of these General Terms and Conditions. If the right to represent the Buyer does not result directly from the provided registration documents, the Buyer is also obliged to provide a document confirming the authorization of the person placing the Order to represent the Buyer in relations with the Seller, to assume obligations on his behalf and to collect the Products (e.g. power of attorney). This document should, if possible, be accompanied by an official translation into Polish or English.

4. The Seller reserves the right to request additional documents or information to verify the legal status of the Buyer.

5. If the required documents are not provided, the Seller has the right to refuse to accept the Order.

§ 17 FINAL PROVISIONS

1. The Parties agree that declarations, requests, notices and information provided by electronic mail (e-mail) will be deemed delivered in accordance with the following principles:

- a) Messages that do not require confirmation: In the case of messages in which the sender does not request confirmation of receipt (no explicit request in the message content or no active DSN option - delivery status notification - in the

sender's email program), the message is considered delivered on the day it is sent to the last e-mail address of the recipient known to the sender. The confirmation of sending the message by the sender's mail server is considered proof of sending the message.

b) Messages requiring confirmation: In the case of messages in which the sender has expressly requested confirmation of receipt (by clearly indicating in the message content, e.g. "Please confirm receipt of this message" or by activating the DSN option - delivery status notification - in the sender's email program), the following procedure applies:

i) If the sender does not receive confirmation of receipt of the message from the addressee by the end of the next business day after sending the message, he or she should make two attempts to contact the addressee by telephone at the addressee's last telephone number known to the sender. These attempts should be documented, e.g. through a call log linked to a memo.

ii. If there is no telephone contact with the addressee despite two documented attempts, the message is deemed delivered on the next business day from the day the message was sent, provided there is no automatic return from the addressee's mail server informing about the failure to deliver the message to the recipient's inbox.

c) Automatic return from the mail server about non-delivery: If the sender receives an automatic return from the recipient's mail server informing about the non-delivery of the message (e.g. due to an incorrect e-mail address, an overflowing inbox, a server failure), the message is considered undelivered. In such a situation, the sender is obliged to immediately attempt to contact the addressee in another form (e.g. by telephone, letter) in order to re-deliver the message. The date of delivery is then considered to be the date of effective delivery of the message in another form.

2. The Parties agree that if the Party refuses to accept the letter or does not collect the shipment advised by the postal operator, the letter is deemed to have been delivered on the day of refusal to accept it or on the day following the ineffective expiry of the deadline for notifying the letter sent by post.

3. The Seller reserves the right to make changes to these General Terms and Conditions. Changes to the provisions of the General Terms and Conditions of Sale come into force from the moment they are posted on the website www.suncubesauna.com/dokumenty, or also when they were delivered to the Buyer in writing or electronically to the last e-mail address of the buyer known to the Seller or in a manner generally accepted in commercial relations in the territory of the Republic of Poland, in professional transactions carried out using electronic means of communication, so that he could become familiar with them.

Changes to the General Terms and Conditions do not apply to Orders confirmed by the Seller before the date of entry into force of these changes

4. In matters not regulated in these General Terms and Conditions, the relevant provisions of Polish law shall apply.
5. These General Terms and Conditions are effective as of January 14, 2025.

