

GENERAL SALES TERMS AND CONDITIONS OF TOMPLAN SP. Z O.O.

§ 1. General regulations

1. These General Sales Terms and Conditions (hereinafter referred to as the “GSTC”) provide for rights and obligations of parties to agreements concerning the sale and delivery of goods and services sold by:

TOMPLAN spółka z ograniczoną odpowiedzialnością
with its registered office in Poland: 97-217 Lubochnia, ul. Tomaszowska 50
Number in the National Court Register: 0000508145, NIP (VAT No): 7732474505.

2. These GSTC form an integral part of sales agreements with the Seller.
3. These GSTC apply provided that the other party to the agreement is an entrepreneur within the meaning of the Civil Code, whatever its business activity or registered office.
4. These GSTC exclude the application of any other contractual regulations (general terms of contracts, sales terms and conditions, draft agreements, rules, etc.) applied or defined by the Buyer.
5. Contractual regulations that have been individually agreed and approved in writing prevail to the extent they differ from these GSTC.
6. These GSTC are published on the Seller’s website: www.tomplan.eu

§ 2. Definitions

In these General Sales Terms and Conditions, the following expressions have the following meaning:

1. Seller: TOMPLAN sp. z o.o. with its registered office at ul. Tomaszowska 50, 97-217 Lubochnia, number in the National Court Register: 0000508145, NIP (VAT No): 7732474505.
2. Buyer: a legal person, an unincorporated business unit without legal capacity, and a natural person carrying out business activity, whatever the location of its place of business or registered office.
3. Payment due date: a maturity date of a payment for the Product.
4. Products: movables, goods and services which are to be sold under the sales agreement between the Seller and the Buyer.
5. Order: a product purchase proposal made by the Buyer in writing or electronically and delivered in person or by e-mail, including at least:
 - a) the Buyer’s name and precise address;
 - b) the Buyer’s VAT number;
 - c) the trade name or alphanumeric symbol of the Product, as specified in the offer;
 - d) the quantity of Products ordered by the Buyer;
 - e) the date, place and terms of delivery/collection of the Product.
6. Confirmation: the Seller’s written or electronic statement on order acceptance submitted to the Buyer upon the receipt of the order, including at least the price of the Product, the total value

of Products ordered, a delivery date, the place and conditions of delivery/collection, and terms of payment.

§ 3. Execution of the agreement

1. Information concerning Products sold by the Seller, as presented in catalogues, leaflets, brochures, etc., and published on the Seller's website, is only given for advertising purposes and is not an offer within the meaning of the Civil Code.
2. No warranties, statements, commitments or amendments to the sales agreement that are made solely in writing by the Seller's employees in connection with the execution of the sales agreement or the presentation of an offer are binding on the Seller.
3. The Buyer may submit its Orders in writing or electronically.
4. The Seller must present its offer to the Buyer in writing or electronically.
5. An agreement between the Seller and the Buyer is deemed to be entered into the moment the Seller receives the Order whose key terms and conditions do not differ from the offer presented to the Buyer by the Seller.
6. In the case of discrepancies between the Order made by the Buyer and the Seller's offer, the Order confirmation that has been issued and sent to the Buyer by the Seller prevails.
7. If the Order is based on a previously presented offer, the date of the offer must be included in the Order. Otherwise, the Seller will not be liable for any price irregularities in the invoice, the unavailability of the Product or non-compliance of Product parameters with the original Order.
8. The Buyer has the right to cancel the Order solely in exceptional circumstances subject to a prior arrangement of cancellation conditions with the Seller. The Seller reserves the right to charge the Buyer for actual costs incurred till the cancellation, provided that such costs do not exceed the value of the Order.

§ 4. Price

1. The price of the Product under the sales agreement will be agreed on a case-by-case basis in the offer or sales agreement.
2. The Buyer must pay the price within the time limit specified in the Seller's invoice, unless the offer or sales agreement provides for a different payment due date.
3. The payment due date and form will be agreed individually for each Buyer.
4. The price is payable into the bank account specified by the Buyer in the invoice or otherwise defined in the offer or sales agreement.
5. The payment is deemed to have been made the moment the Seller's bank account is credited.
6. The Seller reserves the right to increase the price unilaterally if upon the agreement date there occur objective and reasonable premises for such an increase, which are beyond the Seller's control, including, without limitation, changes in VAT rates, significant changes in prices of materials, etc.
7. The Seller's prices are given net and increased by VAT at a rate and in accordance with requirements stipulated in applicable legal regulations.
8. The Seller's prices do not include any customs duties or other financial charges imposed on Products in accordance with law applicable within the territory of the Buyer's registered office.

9. In the event the amounts due are not paid within the time limit specified in the invoice, the Seller has the right to stop deliveries of Products and suspend Orders that have been already accepted. The Seller may decide that the new Order made by the Buyer that is in arrears or does not pay invoices on a timely basis provided that the Buyer pays an advance payment on account of its new Order.

10. In the event of payment delays, the Seller has the right to charge default interest even if it does not incur any damage or the delay results from circumstances the Buyer is not responsible for. The Seller is entitled to statutory default interest, unless the agreement provides for other interest. The interest payment obligation is without prejudice to claims for repair of damages on the basis of general principles.

11. Notwithstanding the complaint, the Buyer will pay for Products on time.

§ 5. Delivery and transport of Products

1. Products will be delivered within the time limit specified in the offer or order confirmation.

2. The delivery due date may change if:

- a) the delivery is suspended for reasons caused by the Buyer;
- b) the Buyer is late with the payment of the price;
- c) the Buyer fails to submit information necessary for delivery purposes;
- d) there occurs a Force Majeure event.

In that case, the delivery due date will be postponed by the period of the above circumstances, including time required by the Seller to resume deliveries.

3. The Buyer bears the cost and risk of the transport of Products.

4. The risk of damage, destruction or loss of Products will pass to the Buyer the moment those Products are handed over to the Buyer by the Seller.

5. The Buyer must inspect whether the Products are consistent with the Order immediately upon the receipt thereof, including in particular: the state of a parcel, as well as the quality, quantity and types of Products delivered, and report its reservations in the certificate of irregularities to the carrier and the Seller immediately (i.e. at the latest within 3 business days). The Seller reserves the right to inspect the damage at the place of delivery.

6. If the Buyer postpones the delivery due date or fails to accept Products, the Seller has the right to charge the Buyer for the cost of transport and warehousing of 0.1% of the sales value per storage day.

7. If the Buyer is late with collecting Products from the Seller's warehouse by more than 14 (fourteen) days or has failed to collect Products within the agreed time limit in a different place agreed by the Parties, the Seller will request the Buyer to collect those Products within 14 (fourteen) days of the receipt of such a request.

8. If the additional period referred to in Section 7 above expires and the Products are not collected, the Seller has the right to have those Products stored or store those Products in its own warehouse at the Buyer's risk and cost.

9. Fees and costs of the non-contractual storage of Products that have not been collected by the Buyer amount PLN 500.00 net per storage day.

§ 6. Force Majeure

The Seller is not liable for any failure to meet its contractual obligations if this is caused by circumstances which are beyond its control, unpredictable as at the agreement date, and unavoidable (Force Majeure).

§ 7. Liability of the Seller

1. The Seller is liable for non-performance or inadequate performance of the agreement, provided that its liability is limited to actual damages, excluding lost benefits. The Seller is not liable for any damages arising from the inadequate selection or use of Products or the use of Products otherwise than in accordance with the purpose thereof or a user and maintenance manual. User manuals for Products are published on:

https://tomplan.eu/wp-content/uploads/2024/05/Instrukcja-ogolna-26.04_EN.pdf

https://tomplan.eu/wp-content/uploads/2024/06/Instrukcja-obslugi-przyczepy-kempingowej_EN.pdf

2. The Seller is not liable towards the Buyer for defects in goods manufactured by the Buyer by the use of Products delivered by the Seller.
3. In any case, the Seller's liability is limited to the value of Products collected and paid by the Buyer.

§ 8. Guarantee and statutory warranty

1. The Seller grants a guarantee for Products manufactured and sold thereby under terms and conditions published on https://tomplan.eu/wp-content/uploads/2024/04/Warranty-Card-TOMPLAN_EN.pdf
2. The Seller is not liable for physical product defects under the statutory warranty if the Buyer is an entrepreneur.

§ 9. Miscellaneous

1. These General Sales Terms and Conditions are governed by Polish law.
2. All disputes arising between the Parties will be resolved in accordance with Polish law by a court having jurisdiction over the Seller.
3. The invalidity or ineffectiveness of any provisions hereof is without prejudice to the validity and effectiveness of other provisions.
4. All amendments hereto must be made in the form of a document and a new text of these General Sales Terms and Conditions will be published on www.tomplan.eu.
5. By accepting these General Sales Terms and Conditions, the Buyer agrees that the Seller and entities acting at the Seller's request in Poland and abroad can process the Buyer's personal data in connection with the performance of sales agreements concerning Products offered by the Seller in accordance with commonly applicable regulations and based on Art. 6(1)(b) of the GDPR. The Seller is a data controller and its data are specified hereinabove.

6. Without the Seller's consent, the Buyer will not share any knowledge and information acquired under commercial cooperation from the Seller with third parties if they are considered trade secrets.

7. These General Sales Terms and Conditions come into force as of 15 June 2024.