

General Conditions of Sale of KLUŚ sp. z o.o.
Kolonia Lesznowola (Poland)
24.09.2024

1. GENERAL CONDITIONS

- 1.1. The Seller declares that all deliveries of its products, goods and services ("Goods") are carried out pursuant to these General Conditions of Sale.
- 1.2. From their effective date, these GCS apply to all Sales Agreements concluded between the Seller and the Buyer. By concluding a Sales Agreement the Buyer accepts these GCS in their entirety. The Buyer declares that at the time of placing an order with the Seller, it fully accepts the provisions of these GCS.
- 1.3. These GCS may not be changed, replaced or supplemented without the prior written consent of the Seller. In particular, any other general terms and conditions used by the Buyer, or the specific terms and conditions specified by the Buyer in the inquiry, order or correspondence, shall not apply and do not imply the exclusion of any provision of these GCS unless the Seller expressly accepts the Buyer's terms or other conditions agreed by both Parties in writing.
- 1.4. These General Conditions of Sale are available to the Buyers on the home page of the website www.klusedesign.pl.
- 1.5. If the Parties are in permanent trade relations, the Buyer's acceptance of the GCS with an Order or a Sales Agreement shall be deemed to as their acceptance for subsequent Orders and Sales Agreements of this Buyer and the Seller.
- 1.6. If a separate agreement or agreements is concluded by the Seller and the Buyer, including the Framework Agreement for the sale of Goods, and if the provisions of such an agreement differ from the GCS, the provisions of the agreement shall prevail unless the GCS are more favorable for the Seller or they grant the Seller wider rights.

2. DEFINITIONS

- 2.1. Glossary of basic terms and abbreviations used in the General Conditions of Sale:
GCS - these General Conditions of Sale of KLUŚ Sp. z o.o.
Seller - KLUŚ sp. z o.o. with its registered office in 05-506 Kolonia Lesznowola, ul. Słoneczna 126, POLAND
Buyer - a natural person, an organizational unit without legal personality or a legal person purchasing products from the Seller
Seller's Warehouse - address: KLUŚ sp. z o.o., 05-506 Kolonia Lesznowola, ul. Słoneczna 126, POLAND
Distributor - is a type of Buyer who is a long-term business partner with whom the Seller has concluded a framework agreement on commercial cooperation
Parties - the Buyer and the Seller acting jointly
Sales Agreement - an agreement (including an agreement concluded on the basis of a framework agreement previously concluded between the Buyer and the Seller if such a framework agreement was concluded by the Parties) that has been concluded between the Seller and the Buyer and, together with the General Conditions of Sale, specifies the principles of cooperation between the Parties and is the basis for the transfer of ownership of the Goods from the Seller to the Buyer for a set price
Framework Agreement - a framework sales agreement concluded between the Buyer and the Seller, specifying, along with the General Conditions of Sale, the principles of cooperation between the Parties and the terms and conditions for concluding individual Sales Agreements (if such a framework agreement has been concluded by the Parties)
Order - a binding declaration of intent of the Buyer, leading to the conclusion of a Sales Agreement with the Seller
Standard Orders - Orders for products and goods included in the basic offer of the Seller and the standard price list, including: profiles, accessories, LED strips, power supplies, controllers etc., in which the products are ordered in the form presented in a catalogue and do not require modifications in the form of cutting, soldering, assembling into complex products, or constructing circuits.
Special Orders - Orders for products and goods not included in the basic offer of the Seller, manufactured and/or imported to the Buyer's order, and products requiring additional processing, e.g. cutting, soldering, fitting, assembly, sealing, varnishing or anodizing to a colour outside the standard offer, etc.
Times, periods and dates - all times, periods and dates in this document are set in working days unless otherwise indicated.
Written Form (written, in writing) - whenever these GCS refer to the Written Form, it means a declaration made to the other Party in one of the following ways: submitting or sending a signed document to the Seller; sending a scan of the signed document to the Seller by fax or e-mail; sending a message to the Seller in the form of an e-mail; data exchange via a configured EDI connection or via **B2B platform**.

3. SELLER'S OFFERS

- 3.1. The Seller reserves the exclusive validity of offers given in the form of e-mail or in writing (e.g. a pro-forma document). The information provided by phone is general in nature and does not constitute a commercial offer. The Seller does not consent to the digital recording of conversations with its sales staff without the express prior consent of the give salesperson. The information provided during the recorded conversation is general in nature and does not constitute an offer. The recorded conversation cannot be considered the conclusion of the Sales Agreement.
- 3.2. The Seller is bound by its offer within the period specified in the offer. If the Seller did not set the deadline in the offer, it is assumed that the offer validity period is 30 calendar days from the date of the offer. The conclusion of the Sales Agreement is considered effective if the Buyer places a written order with the Seller, in accordance with the offer received, on the basis of the Seller's offer and within the validity period of the offer, and the Seller confirms the acceptance of the Order in writing or starts carrying it out.
- 3.3. If the order is not consistent with the offer submitted by the Seller, a written confirmation of the order by the Seller is required for the conclusion of the Sales Agreement. The Seller is under no obligation to fulfil either an Order that is inconsistent with the submitted offer or an Order submitted after the offer validity period.

4. PRICES

- 4.1. The prices are included in the price lists and are communicated to the Buyer by the Seller's representatives (salespeople). The Seller reserves the right to change prices and to grant discounts to the Buyer. Price changes take effect on the price list effective date.
- 4.2. The prices given are EX-Works (EXW) prices, ex Seller's warehouse, and do not include VAT or other charges, including in particular transport charges.

- 4.3. If the Sales Agreement or the Order does not clearly specify the price of the Goods, the delivery is carried out according to the Seller's net price lists valid on the date of delivery.

5. PAYMENT CONDITIONS

- 5.1. Payment must be made on the date indicated on the invoice. The standard payment date for Buyers to whom the Seller has granted a Credit Limit is 14 days. The date of payment is the date of crediting the Seller's bank account.
- 5.2. The Buyer authorizes the Seller to issue VAT invoices without its signature and send them to the Buyer's e-mail address.
- 5.3. In the event of arrears in payment, the Seller has the right to charge statutory interest.
- 5.4. In the event of overdue payments, the Seller has the right to suspend deliveries to the Buyer and to any actions resulting from the Buyer not collecting the ordered goods.
- 5.5. Until full payment by the Buyer for the ordered Goods, they remain the property of the Seller.
- 5.6. If the Buyer fails to meet the payment deadlines for any reason, the Seller is entitled to request the Buyer to return (at the Buyer's expense and risk) the delivered Goods for which the Buyer has not paid the due payment (in whole or in part). The Seller reserves the right to demand compensation from the Buyer if the value of the returned Goods has decreased in relation to the price indicated on the VAT invoice, in particular due to their damage.
- 5.7. Upon the initiation of bankruptcy or composition proceedings in relation to the Buyer, it shall mark the Goods so that it is clear that they are owned by the Seller. In the event of seizure of Goods owned by the Seller in the course of enforcement proceedings against the property of the Buyer, the latter shall immediately inform the Seller about this fact.

6. REGISTRATION OF THE BUYER IN THE DATABASE OF THE SELLER

- 6.1. On the basis of the registration documents sent to the Seller by the Buyer, the Seller's Sales Department registers the Buyer in the Seller's database, to which the Buyer agrees.
- 6.2. After registration (if necessary), the Seller may decide to grant the Buyer a trade credit limit ("Credit Limit"). The condition for granting a Credit Limit is that the Buyer establishes a security for the payment of receivables by an insurance company. The Seller reserves the right to refuse to grant the Buyer a Credit Limit without giving reasons.
- 6.3. If the Credit Limit is exceeded, further deliveries of products may be suspended until the settlement balance is reduced enough to allow for full or partial (with the Seller's consent) fulfilment of the orders placed, or the orders will be processed only after prepayment.
- 6.4. The Seller may withdraw the credit limit granted to the Buyer at any time, without giving any reason, in particular in the event of late payment of VAT invoices issued by the Seller or if the Seller has doubts as to the timely payment of the entire amount due by the Buyer for the Orders placed by the Buyer. The Credit Limit granted to the Buyer may be withdrawn upon the Seller's declaration to the Buyer. Upon receipt of the Credit Limit, any payments not paid by the Buyer shall become immediately due and the Buyer may place Orders only by making 100% prepayment unless the Seller, at its own discretion, decides otherwise.
- 6.5. The Buyer shall provide the Seller with a list of persons authorized to place orders and collect goods on its behalf, including: names and surnames of authorized persons, series and numbers of their identity cards and their e-mail addresses. The Buyer shall deliver the above-mentioned list to the Seller prior to the execution of the first order, and shall also update the list periodically.

7. GENERAL RULES FOR THE FULFILMENT OF ORDERS

- 7.1. Orders shall be sent to the e-mail address of the sales person servicing the Buyer or to the address orders@klus.com.pl.
- 7.2. Orders can also be placed via the internet platform, access to which shall be agreed by the Parties (e.g. Magento, EDI).
- 7.3. In the case of delivery, it is made to the registered office of the Buyer and at its expense unless other terms of delivery are expressly specified in the agreement or order confirmation.
- 7.4. The Seller retains the right to make a split delivery.
- 7.5. Unless expressly stated otherwise, delivery will be made as soon as possible. If a delivery time is given in weeks, delivery on the last day of a given week is deemed to have been made on time under these conditions.
- 7.6. If the collection of the order is delayed over 5 working days from the information to the Buyer that the order has been prepared, as well as in the case of failure to collect the Goods delivered to the Buyer by the courier company and their return to the Seller, the Seller is entitled (but not obliged) to store the Goods at the cost and risk of the Buyer and to charge the costs of storing the Goods in the amount of EUR 1 net for each square meter of the area occupied by the Goods (crate, pallet) per day. After 90 days of paid storage of the Goods, the Buyer loses the right to collect the Goods, and the Goods will be, at the Seller's discretion: destroyed and the costs of disposal shall be borne by the Buyer, or sold to other buyers. The release of the Goods to the Buyer may depend on the prior payment of all the storage costs of the Goods incurred by the Seller.
- 7.7. In the case of orders for the production of ready luminaires, KLUŚ accepts only orders for a minimum of **10 luminaires** or with a minimum value of **500 EUR net** (regarding the value of the luminaires in the order).
- 7.8. For small orders for all KLUŚ products (less than **500 EUR net**), an additional handling fee in the amount of **50 EUR net** for the costs of packing and unit packaging is added to the value of the ordered goods.
- 7.9. In the case of orders for LED strips, only sales in full meters are possible (rounding to the length of the full module according to the cutting section applies). In the case of different sections of tapes of a specific length, e.g. adapted to the needs of the project, their length will be added up per type and rounded to a full meter when sold.

8. FULFILMENT OF STANDARD ORDERS

- 8.1. A Standard Order within the limits of the Credit Limit granted to a given Buyer may, at the Seller's discretion, be accepted for fulfilment and shipped without the Buyer making an advance payment, or the Buyer may be required to make an advance payment. The invoice shall be issued with the agreed payment date.
- 8.2. The Standard Order is usually dispatched within 5 days from the date of order confirmation, although it may be extended. When confirming the fulfilment of the Order, the Seller shall specify the estimated lead time for the Order. The Seller shall not be bound by the estimated lead time for the Order.

9. FULFILMENT OF SPECIAL ORDERS

- 9.1. The Buyer shall place a Special Order in writing and make an advance payment of 40% (say: forty percent) of the gross order value, for which the Seller issues a VAT invoice. The Seller may defer the remaining amount (60%) of the Special Order, provided that the remaining

amount is within the Credit Limit. If it is in excess of the Credit Limit, the excess amount must be paid prior to shipment.

- 9.2. In the case of Special Orders, the estimated lead time is each time confirmed in writing by the Seller. The above arrangements are made by an authorized person from the Seller's Sales Department. After receiving a Special Order, the Seller will prepare a pro-forma invoice and send it to the Buyer by post, e-mail or fax as confirmation of the Order with an estimated lead time.
- 9.3. The Seller is entitled to accept the Buyer's order partially, i.e. in terms of the quantity of the ordered Goods. In this case, the Seller shall inform the Buyer about the number of Goods that can be shipped to the Buyer. The Seller may refuse to accept the order without giving reasons, in particular if it is justified by technical difficulties, lack of Goods in stock, inability to deliver the Goods by the specified delivery time or for other reasons.
- 9.4. Special Orders of Distributors with deferred payment may be fulfilled (at the Seller's discretion), without the 40% advance payment referred to in item 9.1 of these GCS if their value does not exceed:
 - a) **PLN 50,000** net for domestic orders or
 - b) **EUR 10,000.00** for export orders.
 Such an order must be submitted and confirmed by a person authorized on behalf of the Buyer to place orders in a form that clearly defines its scope.
- 9.5. The Seller may choose not to fulfil Orders in the manner specified in item 9.4 and in accordance with the GCS, in particular in the event of delays in the payment of VAT invoices, exceeding the Credit Limit or other reasons.
- 9.6. If the Distributor makes any changes to a Special Order resulting in the need for additional work on the part of the Seller, or attempts to cancel a Special Order, the Seller shall carry out the subsequent Orders placed by the Distributor in accordance with the GCS, disregarding the rules for the Order fulfilment specified in item 9.4.

10. ORDER SHIPMENT

- 10.1. Shipment of the ordered goods is carried out via courier companies cooperating with the Seller at the Buyer's expense. At the Buyer's written request, Orders may be shipped by another courier company chosen by the Buyer (the Buyer's customer number in the shipping company may be required). The courier company or other transport company is responsible for delivering the package to the Buyer. The Buyer shall inspect the package upon delivery. After signing the shipping documents, in the presence of the courier, the Buyer shall unpack the shipment and check the technical condition of the Goods, prepare a report describing damage or other non-compliance with the order or arrangements. If there is no reason to prepare the report, the Buyer shall confirm the receipt of the Goods by signing a copy of the VAT invoice, consignment note or information on the release of the Goods. The method of documenting the receipt of the Goods by the Buyer from the carrier must ensure efficient recovery of amounts due for any transport damage. In accordance with applicable regulations, the Seller shall not be liable for transport damage.
- 10.2. The Parties agree that each confirmation of receipt at the address indicated in the order as the delivery address is tantamount to confirmation of receipt of the Goods by the Buyer. Thus, it is the final confirmation of the receipt of the order and the proper performance of the Order and the Sales Agreement by the Seller. The lack of a damage report drawn up in the presence of the courier upon receipt of the Goods means that the order has been accepted without any reservations.

11. LEAD TIME CHANGES AND DELAYED ORDERS

- 11.1. As far as the lead time is concerned, the conditions of the sale of the Goods by the Seller are not fixed. The Seller only indicates the approximate lead time and is not bound by it unless the Parties agree otherwise in writing. The Seller may also suspend or delay the fulfilment of the Order, in particular if the Buyer fails to perform all its obligations under the Order, Sales Agreement, GCS or Framework Agreement (if such a framework agreement has been concluded with the Buyer). transport damage. In accordance with applicable regulations, the Seller shall not be liable for transport damage.
- 11.2. In particular, it is possible for the Seller not to adhere to the agreed lead time, not to fulfil the Order or the Sales Agreement, in the event of: a) change of the order at the Buyer's request, b) delay in delivery or performance of services due to the fault of the Buyer or its subcontractor, c) force majeure, d) forced stoppage or delay of the delivery at the request of state authorities, e) the Buyer's default in payment, f) arrangements in writing between the Parties. With reference to the above items a), b), e) and f), the Seller retains the right to change the agreed price based on additional costs incurred by it.
- 11.2. If the delivery is delayed, the Seller shall immediately notify the Buyer of the expected delay in delivery, the reasons for the delay and the expected new delivery date. If the Buyer fails to raise objections in writing regarding the new delivery date within 3 calendar days from the date of notification by the Seller of the above-mentioned circumstances, it shall lose its rights to raise any claims related to the delay in delivery (including claims referred to in items 11.4 - 11.6), in particular the right to withdraw from or terminate the sales agreement.
- 11.3. In the event of a significant delay in the delivery, the Buyer has the right to notify the Seller in writing about the withdrawal from the sales agreement if earlier (i.e. before delivery), but after the delay, the Buyer has made a justified complaint in this respect. A significant delay in delivery is considered to be a period exceeding 20 business days from the date of the previously confirmed delivery date. If the delay concerns only part of the ordered goods, the Buyer may withdraw from the sales agreement only in the scope relating to the delayed part of the delivery.
- 11.4. If a significant delay concerns goods custom-made for the Buyer (Special Order), or if the Buyer orders goods not included in the Seller's standard offer, the Buyer may not withdraw from the sales agreement.
- 11.5. If the Buyer is able to prove that the delay was due to the fault or negligence of the Seller and that the Buyer suffered a loss as a result of the delay, the Buyer has the right to claim compensation for the loss suffered (except lost profits). The amount of compensation may not exceed 0.1% of the value of the delayed delivery of the Goods for each day of delay, not more than 10% of the total value of the delivery. Apart from these provisions, the Seller shall not bear any responsibility.

12. COMPLAINTS AND DEFECTS

- 12.1. Complaints not related to transport damage should be reported on the Seller's complaint form at www.klusdesign.pl.
- 12.2. The procedure and rules for considering complaints for orders carried out by the Seller are described in the General Warranty Conditions (GWC), the provisions of which should be applied in this respect.

13. RETURNS OF PRODUCTS

- 13.1. As a rule, the Seller does not accept returns of the purchased lighting products unless the terms of the agreement provide otherwise or it results from mandatory provisions of law.

14. WARRANTY AND GUARANTEE

- 14.1. The Goods whose distributor is the Seller are under warranty in accordance with the terms of the warranty granted by the supplier to the Seller unless the Parties have agreed otherwise.
- 14.2. The warranty is valid only if the Buyer and the final recipient and user of the Goods fully comply with the conditions of transport, storage, assembly, handling and other rules relating to the purchased Goods.
- 14.3. The Seller's liability under the warranty for physical and legal defects of the sold goods is excluded if the Buyer is not a consumer.
- 14.4. In the case of bent and twisted fixtures, the tolerance for adhering to the given shape is +/- 3 mm.
- 14.5. The full content and conditions of the warranty provided by the Seller are included in the Seller's General Warranty Conditions available at www.klusdesign.pl.

15. TECHNICAL DATA

- 15.1. All specification sheets, mounting instructions, technical drawings, sketches, specifications and any other documentation provided by the Seller are its property and may not be reproduced for use by a third party without the Seller's prior written consent.
- 15.2. In the event of a breach of this prohibition, the Seller has the right to pursue its claims under general principles of law (in an amicable or judicial form).

16. TRADE SECRET AND CONFIDENTIALITY

- 16.1. Confidential information is information that the Parties provide to each other in connection with the conclusion or performance of the Order, the Sales Agreement and the Framework Agreement (if concluded by the Parties), which may not be used for purposes other than those related to the fulfilment of the Order and the Sales Agreement.
- 16.2. The Buyer shall treat all information received from the Seller in connection with the acquisition and fulfilment of the Order, including know-how and other trade secrets, as confidential information. Confidential information shall be, in particular, any written or oral information, or recorded on information media, relating to the activities of the Seller or entities related to the Seller, in particular technical, know-how, organizational, financial, legal and other information of economic value, regardless of the manner in which it was made available to the Buyer, including in particular:
 - a) information on the financial policy of the Seller and its affiliates, commercial strategy, prices, company development programmes and operational programmes, contracts and agreements concluded by the Seller and its affiliates,
 - b) information on commercial conditions, prices and discounts, logistic conditions, amounts of the Credit Limit,
 - c) the content of concluded agreements and commercial correspondence,
 - d) the operating strategy of the Seller's enterprise and its related entities, document flow, data protection method.
- 16.3. The Parties shall use the Confidential Information only for the purpose for which it was provided and not for any purpose other than directly related to the performance of the Order and the Sales Agreement.
- 16.4. Confidential information may be disclosed only to those employees of the Buyer to whom it must be made available in order to fulfil the obligations arising from the Order and the Sales Agreement, provided that these persons are obliged to maintain confidentiality to the extent specified in these GCS. The Buyer will be liable for breach of confidentiality by these persons.
- 16.5. The Buyer shall obtain the prior written consent of the Seller each time it is necessary to disclose Confidential Information to a third party to the extent other than permitted in these GCS. In particular, the drawings and any documentation attached to the offer or provided as part of the Order or the Sales Agreement are intended solely for the internal use of the Buyer and may not be reproduced or made available to third parties without the prior written consent of the Seller.
- 16.6. The Buyer is released from the obligation to keep Confidential Information secret if:
 - a) the obligation of disclosure is stipulated by law,
 - b) it has been announced or disclosed to the public,
 - c) it has the prior written consent of the Seller to disclose confidential information.

17. PROCESSING OF PERSONAL DATA

- 17.1. The Parties agree that if it is necessary to provide personal data in connection with the fulfilment of the Order and the Sales Agreement, depending on the needs resulting from the provisions of the Order and the Sales Agreement and the scope of such data processed, the Parties shall protect personal data obtained in connection with the fulfilment of the Order, in particular they shall comply with the provisions of the Personal Data Protection Act of 10.05.2018 (as amended) and 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) (OJ L 2016, 119, p. 1, as amended).
- 17.2. For the purposes of the Order and the Sales Agreement, as controllers, the Parties shall share the personal data of their representatives indicated in the Order and other persons in connection with the fulfilment of the Order and the Sales Agreement, depending on the needs arising from the fulfilment of the Order.
- 17.3. Detailed information regarding the processing of personal data by Klus sp. z o.o. is provided in Appendix No. 1 to the GTC. The Buyer undertakes to provide persons authorized to contact or execute the Order or Sales Agreement on their behalf with the information about the Seller as the personal data controller, as attached to the GTC in Appendix No. 1, pursuant to Article 14 of GDPR.

18. FORCE MAJEURE

- 18.1. Neither the Seller nor the Buyer shall be liable for partial or complete non-performance of the obligations arising from the Order, the Sales Agreement and the Framework Agreement (if concluded by the Parties) if such non-performance is due to force majeure.
- 18.2. By force majeure, the Parties understand external circumstances or events unforeseeable at the time of concluding the Sales Agreement (and/or the Framework Agreement if concluded by the Parties), independent of the will of the Parties and the occurrence of which neither of the Parties could prevent. The following are considered as force majeure: wars, natural

disasters, and acts of state authorities and administration. The Parties agree that a strike in the company of either Party is not a force majeure event.

- 18.3. The Party affected by force majeure shall notify the other Party of this fact, informing at the same time about the causes for the inability to perform the obligation and their estimated duration. The Parties shall take immediate action to determine the manner of resolving the situation in order to perform the Sales Agreement (and the Framework Agreement if concluded by the Parties).
- 18.4. Force majeure shall be understood as the occurrence of the following events: war, the risk of war and riots, actions of the authorities in the country and abroad that hinder the activity of entities, fire, strike, engine damage, explosions, lack of manpower, labour disputes, blockage of road, waterway and air traffic, lack of means of transport, flood, sit-down strike, earthquakes, epidemics, breach of agreements with suppliers, impossibility of deliveries due to bad weather conditions, sabotage and generally any unforeseen circumstances both inland and abroad, as a result of which it will not be possible to objectively require the Seller to carry out the Order or deliver the Goods to the Buyer.
- 18.5. The Party is not responsible for any consequences resulting from the behavior of the other Party or third parties, for the behavior of which a given Party is not liable under the law.
- 18.6. If an event is caused by force majeure, the Seller is released from liability for the delivery of the goods ordered by the Buyer until the causes of force majeure have ceased, or has the right to withdraw from the agreement in whole or in part. In such a case, the Seller shall not be obliged to pay any costs, damages and interest to the Buyer.
- 18.7. The Parties shall immediately notify each other in writing about the occurrence of any of the above-mentioned causes of force majeure. The Parties shall cooperate in order to minimize the effects of force majeure.
- 18.8. The Party that may be affected by force majeure is not responsible for non-performance or improper performance of the agreement. The performance of the agreement may be suspended in whole or in part in the event of force majeure until the cause of force majeure ceases. The Party that may be affected by force majeure may withdraw from the agreement without the right to claim damages by the other Party.

19. FINAL PROVISIONS

- 19.1. These General Conditions of Sale are valid from **26th of August, 2024** and apply to all orders placed after this date.
- 19.2. The Seller has the right to unilaterally amend these General Conditions of Sale – in this case, the amended General Conditions of Sale shall apply to all orders placed after the date of publication of the amended Conditions on the Seller's website indicated in item 20.7.
- 19.3. To matters not regulated by the provisions of the GCS, the provisions of the Polish Civil Code shall apply.
- 19.4. Any disputes arising in connection with the handling of complaints covered by these GCS shall be settled by the court competent for the seat of the Seller.
- 19.5. The Seller has the right to pursue its claims also in the jurisdiction of the place of performance of the Agreement.
- 19.6. Any correspondence between the Parties shall be sent to the official addresses indicated by the Parties when registering the Buyer. In the event of a change of address by either of the Parties, the changing Party shall immediately notify the other Party in writing of the change of the address for service, otherwise the service shall be considered to be effective at the address last known to the other Party.
- 19.7. The current General Conditions of Sale are available on the Seller's website: www.klusdesign.pl

Appendix No. 1 to GTC (General Terms and Conditions)

INFORMATION FOR THE CLIENT OR CLIENT'S REPRESENTATIVES REGARDING PERSONAL DATA PROCESSING BY KLUŚ sp. z o.o.

- 1.1. **Personal Data Controller.** KLUŚ sp. z o.o. is the controller (hereinafter "**Controller**") within the meaning of Article 4(7) 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) (Text with EEA relevance) (OJ L 119, 4.5.2016, hereinafter "**GDPR**") of personal data of the client, persons indicated in the Agreement as client's representatives, contact persons in connection with the Agreement performance, persons responsible for the implementation of individual rights and obligations under the Agreement, and other persons acting on behalf of the client in connection with the subject matter of provided services or deliveries, whose personal data the client has provided to the Controller. The Controller can be contacted using the following details: Kluś sp. z o.o., address: ul. Słoneczna 126, 05-506 Kolonia Lesznów, tel. 22 757 40 51, e-mail: daneosobowe@klus.com.pl.
- 1.2. **Purposes and legal bases for personal data processing.** The Controller processes personal data for the purpose of:
 - 1.2.1. proper performance of the Agreement or taking actions prior to concluding the Agreement; the legal basis for processing personal data in this respect is Article 6(1)(b) GDPR;
 - 1.2.2. fulfilling legal obligations incumbent on the Controller under generally applicable law, including in particular accounting and tax law regulations; the legal basis for processing personal data in this respect is Article 6(1)(c) GDPR;
 - 1.2.3. pursuing legitimate interests of the Controller such as conducting correspondence in written form, via email and telephone conversations in connection with the performance of this Agreement, the possibility to establish or pursue claims and defend against claims arising from this Agreement or related to its performance; the legal basis for processing personal data in this respect is Article 6(1)(f) GDPR;
 - 1.2.4. pursuing legitimate interests of the Controller such as ensuring security of persons present on the premises of Kluś sp. z o.o. and their property, as well as for evidential purposes, to secure information in case of legal need to analyse specific events on the premises of Kluś sp. z o.o. in the form of video monitoring - in case of personal visit to the Controller's headquarters; the legal basis for processing personal data in this respect is Article 6(1)(f) GDPR.
- 1.3. **Source of personal data and categories of personal data.** The Controller obtains personal data from the client, and in the case of persons representing the client, contact persons, persons responsible for implementing rights and obligations under the Agreement, or persons acting on behalf of the client in connection with the matter being the subject of provided services - from the client or directly from these persons. Personal data may also have been obtained from our employee or associate or from publicly available sources such as the National Court Register, Central Registration and Information on Business Activity. The Controller processes the following ordinary personal data of the client and the above-mentioned persons: name, surname, position, contact details (email address, phone number, correspondence address), business address and NIP (Tax ID) and REGON (Business ID) numbers (in case the client is a natural person conducting business activity), image.
- 1.4. **Recipients of personal data.** Personal data may be transferred to the Controller's subcontractors and may be accessed by entities providing services to the Controller related to current operations, i.e., services in the field of office, administrative, accounting, tax, legal, IT services, postal, courier, banking, payment, insurance, telecommunications, document archiving and destruction services, and other similar services. Personal data may also be transferred to authorized authorities to the extent required by applicable law. Personal data obtained by the Controller in connection with the Agreement performance will not be transferred to third countries within the meaning of GDPR or international organizations.
- 1.5. **Data retention period.** Personal data will be processed by the Controller for the duration of the Agreement concluded with the client, as well as for the period of limitation of claims. After this period, data will be processed only to the extent and for the time required by law. Image data will be processed for a maximum period of up to 3 months, and if necessary for the establishment, exercise, or defense of legal claims - until the final satisfaction of the claims pursued or the expiration of their limitation period.
- 1.6. **Rights of the data subject.** Persons whose personal data are processed by the Controller have the right to:
 - 1.6.1. access their personal data,
 - 1.6.2. rectification, erasure, or restriction of processing of personal data,
 - 1.6.3. data portability,
 - 1.6.4. object to the processing of personal data,
 - 1.6.5. lodge a complaint with the President of the Personal Data Protection Office if they consider that the processing of their personal data violates the provisions of GDPR.
- 1.7. **Information about the requirement or voluntariness of providing personal data.** Providing personal data is necessary for the conclusion and performance of the Agreement and to some extent required by law. Failure to provide personal data will result in the inability to conclude or perform the Agreement or the lack of implementation of certain obligations or rights of the parties to the Agreement. Failure to provide contact details (email address, phone number, correspondence address) may prevent that form of contact.
- 1.8. **Automated processing and profiling of personal data.** The Controller does not make decisions concerning individuals in an automated way or based on profiling.