

REGULATIONS

FOR FOREIGN BUSINESSES OF ADBL B2B ONLINE SHOP

operated by JJPM sp. z o.o. having its registered seat in Warsaw

(formerly "JJ Management" spółka z ograniczoną odpowiedzialnością sp. k.)

www.b2b.adbl.eu

§ 1 General provisions

1. These Regulations define the terms and conditions of making purchases in **ADBL B2B** Online Shop operated by the Seller at www.b2b.adbl.eu for Businesses carrying out business operations outside the Republic of Poland.
2. The Seller is **JJPM sp. z o.o. having its registered seat in Warsaw** (formerly "JJ Management" spółka z ograniczoną odpowiedzialnością sp. k.), ul. Rzeczycka 26, 04-940 Warsaw, entered into the Register of Entrepreneurs kept by the District Court for the City of Warsaw in Warsaw, 13th Economic Division of the National Court Register under KRS (National Court Register) number: 0000941530, NIP (tax identification number): 952 212 66 67, REGON (statistical identification number): 146925555, with share capital amounting to PLN 270,000.00, hereinafter referred to as the "**Seller**".
3. These Regulations set out the terms and conditions of use of the Online Shop and provision of online services within the Online Shop, as well as the rules and procedure for concluding Sales Agreements with the Customer using the means of distance communication.
4. These Regulations set out the terms and conditions of use of the Online Shop exclusively by Businesses carrying out business operations outside the Republic of Poland and provision of online services for them within the Online Shop, as well as the rules and procedure for concluding Sales Agreements exclusively with Businesses carrying out business operations outside the Republic of Poland. The terms and conditions of use of the Online Shop by Businesses carrying out business operations in the Republic of Poland and provision of online services for them within the Online Shop, as well as the rules and procedure for concluding Sales Agreements with Businesses carrying out business operations in the Republic of Poland, have been laid down in separate regulations of ADBL B2B Online Shop.
5. The Seller can be contacted:
 - a) by calling the Seller's telephone number: +48 796 409 444 (from 8:00 AM to 4:00 PM);
 - b) by sending an e-mail to the following e-mail address of the Seller: export@adbl.eu;
 - c) by sending a letter to the Seller's contact address: ul. Pajęcza 23, 04- 802 Warsaw.

§ 2 Definitions

1. **Order Form** – an interactive form available in the Shop which allows for placing an Order, in particular by adding Products to the Cart and specifying the provisions of the Sales Agreement, including delivery method.
2. **Customer** – a Business who, under the terms and conditions laid down in the Regulations, places an Order with the Online Shop.
3. **Civil Code** – Polish Civil Code of 23 April 1964 (consolidated text: Dz.U. of 2020, item 1740, as amended).
4. **Account** – the Customer's account in the Shop, where data provided by the Customer and information about the Orders placed by the Customer with the Online Shop are collected.
5. **Cart** – a component (functionality) of the Shop's software, in which the Products selected by the Customer can be viewed, as well as in which the data of the Order, in particular the quantity of the Products, can be determined and modified.

6. **Business** – a legal person or an organisational unit other than a legal person, to whom a separate act grants legal capacity, carrying out business operations or professional activity on its own behalf, as well as a natural person carrying out business operations or professional activity on their own behalf, if the purchase of Products by such person is of professional nature within the meaning of Article 385⁵ of the Civil Code.
7. **Regulations** – these Regulations. With regard to services provided online, the Regulations are the regulations referred to in Article 8 of the Polish Act of 18 July 2002 on provision of services by electronic means (consolidated text: Dz.U. of 2020, item 344, as amended) and the Seller is a service provider as defined by that Act. The Regulations are only addressed to Businesses and do not apply to consumers within the meaning of Article 22¹ of the Civil Code, and to the natural persons referred to in Article 385⁵ of the Civil Code, i.e. natural persons entering into an agreement directly related to their business operations, where the content of the agreement indicates that it is not of a professional nature for them.
8. **Online Shop** (hereinafter also referred to as the "**Shop**") – the website available at www.b2b.adbl.eu, through which the Customer may place an Order.
9. **Seller** – the entity referred to in § 1(2) of the Regulations, providing sales services through the Online Shop on the terms and conditions laid down in the Regulations.
10. **ICT System** – a set of compatible IT devices and software, ensuring data processing and storage, as well as sending and receiving, via telecommunications networks by means of an end device appropriate for the given type of network.
11. **Product** – a movable item presented in the Online Shop, which can be purchased by the Customer on the basis of a Sales Agreement.
12. **Distribution Agreement** – a framework distribution agreement concluded by the Seller and the Customer prior to the acceptance of the Regulations by the Customer, laying down framework rules of commercial cooperation between the Seller and the Customer, with regard to the sale of the Products by the Seller to the Customer, who purchases the Products for further resale.
13. **Sales Agreement** – an agreement on the sale of the Products, as defined by the Civil Code, concluded between the Seller and the Customer using the Shop, the content of which is determined by the provisions of the Regulations and the Distribution Agreement, as well as by the content of the Order.
14. **Distance Contract** – a contract concluded with the Customer under an organised system of concluding contracts remotely (within the Shop), without the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication up to and including the conclusion of the Sales Agreement.
15. **Online Services** – the services provided by the Seller to the Customer through the Shop, as described in § 3(1) of the Regulations.
16. **Order** – Customer's declaration defining unambiguously the type and quantity of the Products the Customer intends to buy, aiming directly at the conclusion of a Sales Agreement.

§ 3

Provision of Online Services

1. The Seller provides the following Online Services electronically within the meaning of the Act of 18 July 2002 on provision of services by electronic means (Dz.U. of 2002, No. 144, item 1204, as amended):
 - a) the service of maintaining a Customer Account in the Shop, facilitating and accelerating the conclusion of Sales Agreements and enabling viewing Order history;
 - b) the service of concluding Sales Agreements remotely.

2. Online Services are provided free of charge.
3. In order to provide Online Services, an agreement on the provision of Online Services is concluded between the Customer and the Seller. The agreement is concluded upon activation of the Account in the Shop, and its terms are defined in the Regulations.

§ 4
Online Shop

1. The rules of using the Online Shop are specified in the Regulations. The Online Shop carries out only wholesale operations via the Internet.
2. The Online Shop is available in the following languages:
 - a) in Polish;
 - b) in English.
3. Only Businesses can use the Online Shop. The Shop's offer is addressed to Businesses only and only Businesses may conclude Sales Agreements via the Online Shop.
4. The Seller makes every effort to ensure the proper and uninterrupted operation of the Online Shop. The Seller, to the fullest extent permitted by law, is not liable for damages, including interruptions in the Shop's operation caused by Force Majeure, unauthorised third party action, incompatibility of the Online Shop with the Customer's technical infrastructure caused by the Customer's failure to comply with the technical requirements necessary for the use of the Shop, reasons beyond the Seller's control, and Shop software failures or maintenance outages regarding the Shop's operation.
5. The range of Products sold in the Shop, excluding information about prices and availability of the Products, can be viewed on the website www.adbl.eu under the "Products" tab. The actions referred to in the previous sentence do not require creating an Account.
6. Placing Orders with the Shop requires the creation of an Account by the Customer in the manner specified in § 5 of the Regulations.
7. The price of a Product can be viewed in the Product sheet. The prices of Products presented in the Product sheet, as well as the amounts and terms and conditions of offering discounts to the Customer, may be subject to change, whereas such changes do not apply to Orders that are pending.
8. The Seller has the right to withdraw Products from the offer, add new Products to the offer, and temporarily block sale of Products being offered without providing any reasons for such decisions.
9. All Products presented in the Online Shop are brand new, originally packaged, free from physical and legal defects, and have been legally introduced to the Polish market.
10. As part of the technical requirements necessary to ensure compatibility with the ICT System used by the Seller to process Orders, the Customer should have an active e-mail account (e-mail) and a device connected to the Internet, meeting the following minimum technical requirements:
 - a) recommended browsers – Mozilla Firefox, Chrome or Opera;
 - b) minimum screen resolution (pixels):

Device	Device dimensions	Minimum resolution
Mobile phone/smartphone	320x480 or 960x640	320 or 640

Tablet	1024x768	768
Laptop/Computer monitor	1024x768	960-980
TV screen (including HD)	1280x1024 or higher	1240

(c) cookies and Javascript enabled.

11. It is prohibited for the Customer to provide content that is prohibited by generally applicable provisions of Polish and international law, in particular content that is defamatory or violates personal rights and other rights of third parties, pornographic content, content associated with the promotion of violence and hatred, graphic content, as well as content generally regarded as offensive, morally reprehensible, socially inappropriate, blasphemous, infringing copyright or other persons' rights.

§ 5 Creating an Account in the Shop

1. The condition for creating an Account in the Online Shop by a Business carrying out business operations outside the Republic of Poland is the conclusion by such Business of a Distribution Agreement with the Seller in writing, otherwise it will be considered null and void. The Seller may provide a model Distribution Agreement by sending it to the e-mail address of the Business. If a Business carrying out business operations outside the Republic of Poland has not yet signed the Distribution Agreement with the Seller, but it is interested in signing such an Agreement, the Business should declare its willingness to conclude the Distribution Agreement, including the data specified in Paragraph 2 below, by sending a message to the e-mail address of the Seller: export@adbl.eu.
2. The Distribution Agreement should contain the data necessary to create an Account and allowing the identification of the Business, in particular:
 - (a) full name of the Business with an indication of the legal status of the conducted business operations;
 - (b) tax identification number;
 - (c) registered seat and contact address;
 - (d) e-mail address;
 - (e) contact phone number.
3. A Business who has concluded a Distribution Agreement and created an Account is obliged to immediately inform the Seller of any change in the data referred to in the preceding Paragraph.
4. After the conclusion of the Distribution Agreement and entering the Business's data into the ICT System of the Shop, an e-mail message will be sent to the e-mail address provided by the Business, confirming the creation of an Account in the Shop and containing the current content of the Regulations, as well as allowing the creation of a password to access the Account. The password is a string of characters determined by the Business creating an Account. The password to the Account is not known to the Seller and the Business is obliged to keep it secret and secure it against unauthorised third party access.
5. The Business is able to delete the Account at any time, without providing any reasons for such decision and without incurring any fees in this respect, by sending an appropriate request to the Seller, in particular by e-mail or in writing to the addresses specified in § 1 of the Regulations.

§ 6 Placing Orders

1. All prices provided in the Shop are denominated in Polish zloty (PLN) and include all applicable taxes. The provided prices of the Products do not include delivery costs.
2. Orders can be placed with the Shop 24/7 throughout the year, whereas the Seller executes the Orders only on business days.
3. To place an Order, the Customer should:
 - a) log in to the Shop;
 - b) select the Products to be covered by the Order and click the "Add to cart" button;
 - c) select the method of delivery of the Products and click the "Next" button;
 - d) enter and confirm the delivery data of the Products, if the delivery method has been chosen as specified in § 9(2)(a) of the Regulations, and click the "Next" button;
 - e) to complete the Order, click the "Confirm purchase with obligation to pay" button.
4. By placing an Order, the Customer declares that they have read the Regulations, accepted them and committed to comply with them. Acceptance of the Regulations effective as of the date of the Order is required each time an individual Order is placed.
5. The information in the Shop does not constitute an offer within the meaning of the Civil Code; it is merely an invitation to conclude a contract, as specified in Article 71 of the Civil Code. Placing an Order by the Customer is an offer made by the Customer to the Seller to conclude a Sales Agreement in accordance with the content of the Regulations and the placed Order.
6. The prerequisite for the completion of the purchase is to correctly fill in the Order Form and provide the correct contact details, including, if the Customer has chosen the method of delivery specified in § 9(2)(a) of the Regulations, the exact address to which the Products are to be delivered.
7. In the event that the data provided by the Customer in the Order Form or the data referred to in § 5(2) of the Regulations are not complete or correct, the Seller will contact the Customer and determine the complete and correct data. If the contact with the Customer is not possible, the Seller will have the right to cancel the Order.

§ 7 Conclusion of Sales Agreement

1. After the Customer places an Order in accordance with § 6(3) to (4) and (6) to (7) of the Regulations, the Customer will receive the following automatically generated messages from the Seller's Shop:
 - a) the first message, confirming the placement of the Order, describing in detail the item(s) covered by the Order;
 - b) the second message, confirming conclusion of the Sales Agreement and acceptance of the Order for execution, describing in detail the item(s) covered by the Order.For each Order placed by the Customer, the Seller issues a pro-forma invoice to the Customer.
2. The Customer is obliged to pay for the Order, including the fee covering the costs of delivery of the Products in the case of selecting the delivery method specified in § 9(2)(a) of the Regulations, within 7 days from the date of conclusion of the Sales Agreement and in any case no later than before the delivery of the Products. The day of conclusion of the Sales Agreement is the day when the Customer receives the message referred to in Paragraph 1(b) above from the Seller. Payment for the ordered Products can only be made by bank transfer to the Seller's bank account on a prepayment basis in the manner specified in §8 of the Regulations.
3. In the event of the Customer's failure to pay for the Order within the period referred to in the preceding Paragraph, the Seller will be entitled to terminate the Sales Agreement, the subject matter of which is the Order that has not been paid for by the Business, within 7 days from the

lapse of the period specified in Paragraph 2 above. Termination of the Sales Agreement requires at least a document form.

4. Order execution will commence after the Seller's bank account is credited with the full price of the ordered Products, and if the delivery method specified in § 9(2)(a) of the Regulations has been selected, also with the fee covering the cost of delivery of the ordered Products.

§ 8 Payments

1. The final (ultimate) amount payable by the Customer for the Order consists of the total price of the Products covered by the given Order and the fee covering the cost of delivery of the Products, of which the Customer is informed by the Seller in accordance with § 9(5) of the Regulations.
2. Payment for the ordered Products, including delivery costs, may be made in PLN (Polish zloty) or EUR (euro).
3. Amounts due for the ordered Products, including fees covering delivery costs, should be paid to the following bank account numbers of the Seller:
 - a) in Polish currency (PLN): 37 050 1025 1000 0090 3253 9513,
 - b) in EUR (euro): 93 1050 1025 1000 0090 8148 0825,
with INGBSK bank, SWIFT code: INGBPLPW.
4. Transfer reference should indicate the number of the Order, which the Customer will receive in the message confirming receipt of the Order by the Seller.
5. The Seller issues a VAT invoice for the Products sold to the Customer.
6. The VAT invoice will be placed in the form of a non-editable PDF file in the Customer's Account in the Online Shop. In fortuitous cases caused by technical issues of the ICT system, the VAT invoice may be:
 - a) attached in hard copy to the shipment sent or delivered to the Customer;
 - b) sent to the provided e-mail address of the Customer in the form of a non-editable PDF file in accordance with the requirements specified in Polish VAT regulations for a correctly issued VAT invoice.
7. The rules specified in the preceding Paragraph also apply to potential advance invoices, corrective invoices and copies of invoices.

§ 9 Delivery of Products

1. The Seller carries out deliveries of the purchased Products in a manner selected by the Customer while placing the Order.
2. The Products are delivered exclusively by:
 - a) delivery to the address indicated by the Customer via a courier and/or shipping company selected by the Seller;
 - b) collection of the Products by the Customer using their own transport from the Seller's warehouse located at ul. Nadrzeczna 50/52, 05-462 Wiązowna, Mazowieckie Voivodeship, after prior arrangement with the Seller of the Products collection date. Collection of the Products by the Customer using their own transport is carried out at the expense of the Customer.
3. In the event where the Customer selects the delivery method specified in Paragraph 2(a) above, the Products will be delivered to the Customer:
 - a) to the address indicated in the Order Form;
 - b) by courier or forwarding (shipping) companies selected by the Seller individually for each Order, taking into account the calculation of shipping costs.

4. The cost of delivery indicated in Paragraph 2(a) above, including possible further charges related to the shipping and delivery of each parcel, is determined by the Seller on the basis of individual quote.
5. The quote for the delivery costs referred to in the preceding Paragraph is sent to the Customer's e-mail address for approval. The information about the approval of the delivery costs is sent by the Customer to the e-mail address of the Seller.
6. The Products will be sent by the Seller or delivered to the Customer within the deadline specified in the Product description in the Online Shop; however, the time of shipping or delivery of the Products to the Customer may be extended due to delays on the part of the entity through which the Seller carries out deliveries, or due to circumstances beyond the Seller's control.
7. The term for shipment or collection by the Customer starts from the date when the Seller's bank account is credited with the amount due for the Order, and in the case of selecting the delivery method referred to in Paragraph 2(a) above, including the fee covering the delivery costs approved by the Customer.
8. If an Order covers Products with different delivery dates, the delivery date for the entire Order will be the longest of the specified dates.
9. If a given Order covers Products that are unavailable, the Seller will immediately inform the Customer accordingly by e-mail or phone and the Parties will modify the Order and the Sales Agreement accordingly by e-mail.

§ 10 Complaints procedure

1. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under warranty for Product defects is excluded.
2. In the case of selecting the method of Products delivery via the entity referred to in § 9(3)(b) of the Regulations, the Customer is obliged to check, in the presence of the courier, whether both the parcel and the Products it contains are not damaged due to shipping, and whether they are intact and in line with the Order, and to submit potential reservations to the courier. Failure to carry out the activities referred to in the preceding sentence by the Customer means that the Customer has accepted the Products without reservations.
3. If the Customer collects the Products in person, the Customer will be entitled to verify whether the Products prepared for collection have no visible damage or defects, and whether they are in line with the Order, and to submit potential reservations prior to such collection. Failure to carry out the activities referred to in the preceding sentence by the Customer means that the Customer has accepted the Products without reservations.
4. From the moment of collection of the Products by the Customer, the liability for the Products, as well as the risk of their loss or damage, is transferred to the Customer. After the collection of the Products, the Customer's rights to submit potential reservations about the Products expire.
5. The Customer will have the right to file complaints regarding the Online Services if the Online Services which the Seller is obliged to provide under these Regulations are not compliant with the Regulations, in particular if they do not work or if they work incorrectly.
6. Complaints should be sent by e-mail to the e-mail address of the Seller: export@adbl.eu . It is recommended to include a brief description of the reservations in the complaint.
7. The Seller will consider the complaint regarding the Online Services within 30 days from the date of receipt of the complaint. The Customer will be informed by the Seller about the manner of consideration of the complaint.

§ 11 Amendment of the Regulations

1. The Seller is entitled to amend the Regulations. The Seller will publish the amended text of the Regulations on the website of the Online Shop with an indication of the effective date of the amendments, as well as inform the Customers having Accounts by sending information about amendments to the Regulations to the Customers' e-mail addresses. The Seller is obliged to carry out the activities referred to in the previous sentence at least 7 days in advance.
2. A Customer having an Account may submit to the Seller, within 7 days after being informed of the amendments to the Regulations, a statement refusing to approve the amendments to the Regulations, which is equivalent to the Customer's statement of termination of the agreement on the provision of Online Services. Termination of the agreement on the provision of Online Services is effective upon the expiry of the last day of the period reserved in the previous sentence and authorises the Seller to delete the Customer's Account. After termination of the agreement on the provision of Online Services, the Business will no longer be able to place Orders and buy Products in the Online Shop.
3. The Seller will recognise that the Customer has approved the amendments to the Regulations if the Customer fails to submit any statement by the end of the period referred to in Paragraph 2.
4. Amendments to the Regulations will not in any way affect the rights of the Customers using the Online Shop before the effective date of such amendments; in particular, Orders placed by the Customers before the effective date of the amendments to the Regulations will be executed in accordance with the previous provisions of the Regulations.

§ 12 Final provisions

1. Sales Agreements concluded through the Shop are concluded in Polish or in English, depending on the language version selected by the Customer during registration.
2. The governing law of the Regulations and contracts concluded on the basis of the provisions of the Regulations, in particular the Sales Agreement and agreement on the provision of Online Services, is the Polish law. Provisions of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980 (Dz.U. 1997, No. 45, item 286, as amended) will not apply to the provisions of these Regulations and to Sales Agreements.
3. Any disputes arising from the Regulations, Sales Agreements or agreements on the provision of Online Services or related to them will be considered by the competent court having the jurisdiction over the Seller.
4. These Regulations have been drawn up in Polish and in English.
5. These Regulations become effective on 1.06.2022