

Appendix No. 2 to the Agreement

TERMS AND CONDITIONS OF ADBL B2B ONLINE STORE FOR FOREIGN ENTREPRENEURS

www.b2b.adbl.eu

§ 1 General provisions

1. These Terms and Conditions set out the rules for purchasing in the **Online Store ADBL B2B** operated by the Seller at www.b2b.adbl.eu by Entrepreneurs conducting business activity outside the Republic of Poland.
2. The Seller is **JJPM Sp. z o.o. with its registered office in Warsaw**, ul. Rzeczycka 26, 04-940 Warszawa, entered into the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under KRS No. 0000941530, Tax ID No. (NIP) 952-212-66-67, National business registry number (REGON) 146925555, with a share capital of PLN 270,000.00, hereinafter referred to as the "**Seller**".
3. These Terms and Conditions set out the rules for using the Online Store and providing services by electronic means as part of the Online Store, as well as the principles and procedures for concluding Sales Agreements with Customer using means of distance communication.
4. These Terms and Conditions set out the rules for using the Online Store exclusively by Entrepreneurs conducting business outside the Republic of Poland and providing services by electronic means as part of the Online Store for their benefit, as well as the principles and procedures for concluding Sales Agreements exclusively with Entrepreneurs conducting business outside the Republic of Poland. Rules for the use of the Online Store by Entrepreneurs conducting business in the Republic of Poland and the provision of services by electronic means as part of the Online Store for their benefit, as well as principles and procedures for the conclusion of Sales Agreements with Entrepreneurs conducting business in the Republic of Poland are defined in separate regulations of the ADBL B2B Online Store.
5. You can contact the Seller via:
 - a) telephone number: +48 796 409 444 (8 a.m. – 4 p.m.),
 - b) e-mail address: export@adbl.eu,
 - c) postal address: ul. Patriotów 110, room no. 209, 04-844 Warszawa.

§ 2 DEFINITIONS

1. **Order Form** – an interactive form available in the Store, allowing to place an Order, in particular by adding Goods to the Basket and specifying terms of the Sales Agreement, including the manner of delivery.
2. **Customer** – Entrepreneur who, under the Terms and Conditions, places an Order in the Online Store.
3. **Civil Code** - the Polish Civil Code Act of 23 April 1964 (Journal of Laws 2020, item 1740, as amended).
4. **Account** – Customer's account in the Online Store, where data provided by the Customer and information concerning Orders placed by him/her in the Store are collected.
5. **Basket** – an element (functionality) of the Store 's software in which the Goods selected by the Customer are visible, and where it is possible to determine and modify the Order data, in particular the quantity of the Goods.
6. **Entrepreneur** – a legal person or an organisational unit that is not a legal person and to which a separate act grants legal capacity, conducting business or professional activity on its own behalf, as well as a natural person conducting business or professional activity on its own behalf, provided that the purchase of the Goods by the person has a professional nature within the meaning of Article 385⁵ of the Civil Code.
7. **Terms and Conditions** – these Terms and Conditions. With regard to services provided by electronic means, the Terms and Conditions are the regulations referred to in Article 8 of the Polish Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws of 2020, item 344, as

amended), and the Seller is a service provider within the meaning of that Act. The Terms and Conditions are addressed exclusively to entrepreneurs and do not apply to consumers within the meaning of Article 22¹ of the Civil Code and natural persons referred to in Article 385⁵ of the Civil Code, i.e. natural persons concluding an agreement directly related to their business activity, when it is clear from the content of the agreement that it does not have a professional nature for them.

8. **Online Store** (referred to above and hereinafter as: "**the Store**")– the website available at www.b2b.adbl.eu, through which a Customer places an Order.
9. **The Seller** – the entity referred to in §1(2) of the Terms and Conditions, providing sales services through the Online Store on the terms specified in the Terms and Conditions.
10. **Teleinformation system** – a set of cooperating information devices and software which ensure processing and saving, and also transmitting and collecting data within telecommunications networks by means of a terminal appropriate for the given kind of network.
11. **Goods** – movable items, presented in the Online Store, which can be purchased by the Customer on the basis of a Sales Agreement.
12. **Distribution Agreement** – a framework distribution agreement entered into by the Seller and the Customer prior to the acceptance of the Terms and Conditions by the Customer setting out the framework terms and conditions of commercial cooperation between the Seller and the Customer with regard to the sale of Goods by the Seller to the Customer who purchases the Goods for resale.
13. **Sales Agreement** – an agreement for the sale of Goods, as defined by the Civil Code, concluded between the Seller and the Customer, using the Store, the content of which is shaped by the provisions of the Terms and Conditions and the Distribution Agreement, as well as the content of the Order.
14. **Distance Sales Agreement** – an agreement concluded with a Customer within an organised distance contracting system (within the Store), without the need for the simultaneous physical presence of the parties, with the exclusive use of one or more means of distance communication valid up to and including the time at which the Sales Agreement is concluded.
15. **Electronic services** – services provided by the Seller to the Customer via the Store, described in § 3(1) of the Terms and Conditions.
16. **Order** – Customer's declaration specifying unambiguously the type and quantity of Goods the Customer intends to purchase, aiming directly at the conclusion of the Sales Agreement.

§ 3

Provision of Electronic Services

1. The Seller provides the following Electronic services by electronic means within the meaning of the Act of 18 July, 2002 on Providing Services by Electronic Means (Journal of Laws of 2002, no. 144, item 1204, as amended):
 - a) the service of maintaining a Customer Account in the Store, which facilitates and accelerates the conclusion of Sales Agreements and allows a review of Orders' history;
 - b) the service of concluding Distance Sales Agreements.
2. Electronic services are provided free of charge.
3. In order to provide Electronic services, an Agreement for the Provision of Electronic Services is concluded between the Customer and the Seller. This agreement is concluded upon the activation of the Account in the Store and its regulations are set out in the Terms and Conditions.

§ 4

Online Store

1. The rules for the use of the Online Store are set out in the Terms and Conditions. The Online Store conducts exclusively wholesale trade via the Internet.
2. The Online Store is available in the following languages:
 - a) Polish;
 - b) English.

3. The Online Store may only be used by Entrepreneurs. The offer of the Store is addressed only to Entrepreneurs and only Entrepreneurs have the possibility to conclude Sales Agreements via the Online Store.
4. The Seller shall make every effort to ensure the proper and uninterrupted operation of the Online Store. The Seller is not liable for damages to the fullest extent permitted by law including interruptions in the operation of the Store caused by force majeure, unauthorised actions of third parties, incompatibility of the Online Store with the technical infrastructure of the Customer caused by the Customer's failure to comply with the technical requirements necessary for the use of the Store, reasons beyond the Seller's control, and software failures of the Store or technical interruptions in the operation of the Store.
5. The range of Goods sold in the Store, excluding information on prices and availability of Goods, is available on the website www.adbl.eu under the tab: "Products". The actions referred to in the previous sentence do not require the creation of an Account.
6. Placing orders in the Store requires the Customer to set up an Account as specified in § 5 of the Terms and Conditions.
7. The price of the Goods is shown on the Goods tab. The prices of Goods presented on the Goods tab and the amounts and principles of discounts charged to the Customer are subject to change, but such changes do not apply to Orders in process.
8. The Seller has the right to withdraw Goods from the offer, add new Goods to the offer, and temporarily block Goods offered for sale without giving any reason.
9. All Goods presented in the Online Store are brand new, in the original packaging, free from physical and legal defects, and have been legally introduced into the Polish market.
10. As part of the technical requirements necessary to cooperate with the Teleinformation System used by the Seller to carry out the Orders, the Customer should have an active electronic mail (e-mail) account and a device connected to the Internet that meets the following minimum technical requirements:
 - a) recommended browsers – Mozilla Firefox, Chrome or Opera,
 - b) minimum screen resolution (in pixels):

Device	Dimensions	Min. screen resolution
Mobile phone / smartphone	320x480 or 960x640	320 or 640
Tablet	1024x768	768
Laptop/computer monitor	1024x768	960-980
TV screen (incl. HD)	1280x1024 or bigger	1240

c) enabled cookies support and enabled Java Script support.

11. It is prohibited for the Customer to provide content that is prohibited by generally applicable Polish and international law, in particular content that is defamatory or infringes the personal rights and other rights of third parties, pornographic content, content regarded as stirring up violence and hatred, drastic content, as well as content that is generally regarded as offensive, morally reprehensible, socially inappropriate, offensive to religious feelings, infringing copyright or the rights of others.

§ 5

Online Store Account Setup

1. The condition for setting up an Account in the Online Store by an Entrepreneur conducting business outside the Republic of Poland is that the Entrepreneur concludes a Distribution Agreement with the Seller in writing under pain of invalidity. A template of the Distribution Agreement can be made available by the Seller by sending it to the e-mail address of the interested Entrepreneur. If an Entrepreneur conducting business outside the Republic of Poland has not yet signed a Distribution Agreement with the Seller, but is interested in doing so, he or she should notify the Seller of his or her intention to conclude a Distribution Agreement, providing the details specified in section 2 below, by sending a message to the Seller's e-mail address: export@adbl.eu.

2. The Distribution Agreement should contain the data necessary to set up the Account, allowing at the same time for the identification of the Entrepreneur, in particular:
 - a) the full name of the Entrepreneur with an indication of the legal form of his/her business activity;
 - b) tax identification number;
 - c) its registered office and postal address;
 - d) e-mail address;
 - e) contact telephone number.
3. The Entrepreneur who has concluded a Distribution Agreement and set up an Account shall be obliged to inform the Seller immediately of any change in the data referred to in the preceding section.
4. After the conclusion of the Distribution Agreement and entering the Entrepreneur's data into the Store's teleinformation system, an e-mail message will be sent to the e-mail address provided by the Entrepreneur, confirming the creation of an Account in the Store and containing the current content of the Terms and Conditions as well as enabling the creation of a password to access the Account. The password is a sequence of characters determined by the Entrepreneur setting up the Account. The password to access the Account is not known to the Seller and the Entrepreneur is obliged to keep it secret and protect it from unauthorised access by third parties.
5. The Entrepreneur has the possibility of deleting his/her Account at any time, without stating any reason and without incurring any charges for this, by sending a relevant request to the Seller, in particular by e-mail or in writing to the addresses given in §1 of the Terms and Conditions.

§ 6 Placing Orders

1. All prices given in the Store are given in Polish zloty (PLN) in net and gross values. If you choose to view prices in EUR, the prices in PLN are converted according to the average exchange rate of the National Bank of Poland once a day. The prices of the Goods do not include delivery costs.
2. Orders can be placed in the Store 24 hours a day, 7 days a week throughout the year, however, the Seller processes Orders only on working days.
3. In order to place an Order it is necessary to:
 - a) log onto the Store;
 - b) select the Goods that are the subject of the Order and then click the "Add to basket" button;
 - c) select the method of delivery of the Goods, and then click the "Next" button;
 - d) enter and confirm the Goods delivery details, if selected the delivery method specified in § 9(2)(a) or (b) of the Terms and Conditions, and then click the "Next" button;
 - e) and to complete the Order, click the button "Confirm purchase with obligation to pay".
4. By placing an Order, the Customer declares that he/she has read the Terms and Conditions, accepts them and undertakes to comply with them. Acceptance of the Terms and Conditions in force on the day of placing the Order is required each time a separate Order is placed.
5. The information in the Store does not constitute an offer within the meaning of the Civil Code, it is merely an invitation to conclude an agreement as defined in Article 71 of the Civil Code. Placement of the Order by the Customer constitutes the Customer's offer to the Seller to conclude the Sales Agreement in accordance with the content of the Terms and Conditions and the submitted Order.
6. The primary condition for the execution of purchases made is a correctly filled Order Form and the provision of correct contact details, including, when selecting the method of delivery specified in § 9(2)(a) or (b) of the Terms and Conditions, the exact address to which the Goods are to be delivered.
7. In case the data given by the Customer in the Order Form or the data referred to in § 5 section 2 of the Terms and Conditions are not complete or correct, the Seller shall contact the Customer and establish the complete and correct data. If it is not possible to contact the Customer, the Seller has the right to cancel the Order.

§ 7 Conclusion of Sales Agreement

1. When the Customer places an Order in accordance with § 6 sections 3-4 and 6-7 of the Terms and Conditions, the Customer receives automatically generated messages from the Store:

- a) the first message – confirming the placement of the Order, describing in detail the subject of the Order;
 - b) second message – confirming the conclusion of the Sales Agreement and acceptance of the Order for execution, describing in detail the subject of the Order.
2. The date of concluding the Sales Agreement shall be the date on which the Customer receives the message from the Seller, referred to in section 1(b) above.
 3. The Customer is obliged to make payment for the Order, including the charges related to the delivery of the Goods when choosing the form of delivery indicated in § 9(2)(a) or (b) of the Terms and Conditions, within the time limit and pursuant to the rules and regulations specified in the Distribution Agreement. The payment for the ordered Goods can only be made by bank transfer to the bank account indicated on the invoice issued by the Seller.
 4. The commencement of the Order execution shall take place:
 - a) if the Customer places an Order which is subject to prepayment – at the moment when the amount due for the Order is credited to the bank account indicated on the invoice issued by the Seller, and in case of choosing the form of delivery specified in § 9(2)(a) or (b) of the Terms and Conditions – together with the fees connected with the delivery of the Goods;
 - b) if the Customer places an Order for which prepayment is not applicable, that is with deferred payment date – at the time of the conclusion of the Sales Agreement.

§ 8 Payments

1. The final amount to be paid by the Customer for the Order includes the total price for the Goods covered by the given Order and the fees for delivery of the Goods referred to in § 9(4) and (5) of the Terms and Conditions in case of selecting the form of delivery indicated in § 9(2)(a) or (b) of the Terms and Conditions.
2. The payment of the amount due for the ordered Goods, including delivery costs, can be made in PLN (Polish zloty), in EUR (euro), or USD (United States Dollar) at the average exchange rate of the National Bank of Poland (NBP) on the last working day preceding the issue of the invoice.
3. Payments for the ordered Goods, together with charges covering transport costs and any further delivery charges, shall be made to the bank account indicated on the invoice issued by the Seller.
4. In case of payments for an Order where prepayment is applicable, the transfer title must include the Order number, which the Customer has received in the message confirming the receipt of the Order by the Seller, and in other cases – the VAT invoice number.
5. The Seller issues a VAT invoice for the Goods sold to the Customer.
6. The VAT invoice shall be placed as a non-editable PDF file in the Customer's Account in the Online Store. The VAT invoice may also be:
 - a) attached on paper to the parcel being sent or issued to the Customer;
 - b) sent electronically to the Customer's indicated e-mail address 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 issue and transmission of advance invoices, duplicate invoices as well as invoice corrections shall take place as provided for in section 6, second sentence letter (b) above.

§ 8a Trade Credit

1. The Seller shall establish a limit for purchases made in the ADBL B2B Online Store with deferred payment ("**Trade Credit**") for the Customer who is entitled to make purchases from the Shop on the basis of the Distribution Agreement. The Trade Credit is a renewable and non-extendible limit of funds, expressed in a currency determined by the Seller, up to which the Customer is able to place Orders with deferred payment.
2. In case the total price of the Goods selected by the Customer, when placing an Order, exceeds the Trade Credit, the Customer shall be obliged to pay prepayment for the portion of the Order exceeding the Trade Credit.

3. The Trade Credit is each time reduced by the gross amount due (i.e. including VAT, if applicable) resulting from each (due or undue) unpaid invoice issued by the Seller in connection with the Order placed by the Customer. The Trade Credit does not apply to Orders which require a prepayment.
8. If the Customer has overdue liabilities to the Seller for more than 7 days, the Seller reserves the right to withdraw from the Sales Agreement and refuse to execute the Order within 14 days from the date of conclusion of the Sales Agreement or suspend the Customer's right to place further Orders until the overdue payments are settled, including when the sum of the overdue payments is lower than the amount of the granted Trade Credit.

§ 9 Delivery of Goods

1. The Seller shall deliver the purchased Goods in the manner indicated by the Customer in the Distribution Agreement.
2. The Goods may be:
 - a) delivered to the agreed place according to Incoterms 2020 on the basis of the DAP rule;
 - b) delivered to the agreed place according to Incoterms 2020 on the basis of the DAP rule;
 - c) collected by the Customer with its own means of transport according to Incoterms 2020 on the basis of the EXW rule.
3. In case of the form of delivery indicated in section 2 letter a) and b) above, the Goods are delivered to the Customer:
 - a) to the address indicated by the Customer on the Order Form;
 - b) via courier or forwarding (transport) companies, the selection of which is made by the Seller individually for each Order, unless otherwise agreed by the Seller and the Customer, taking into account the transport costs and all charges related thereto, including the cost of insurance.
4. In case of the form of delivery indicated in section 2 letter c) above, the delivery of the Goods takes place through the receipt of the Goods by the Customer with its own means of transport from the Seller's warehouse located at ul. Nadrzeczna 50/52, 05-462 Wiązowna, Mazowieckie Voivodeship, upon prior arrangement with the Seller to collect the Goods. The collection of the Goods with the Customer's own means transport is at the Customer's expense.
4. The cost of delivery indicated in section 2 letter a) or b) above, including any further charges for transport and delivery of each consignment, shall be determined by the Seller on the basis of an individual quote.
5. An estimate of any delivery costs as referred to in section 4 above shall be sent to the Customer's e-mail address for the Customer's approval. The Customer shall send information about the acceptance of the delivery costs to the Seller's e-mail address.
6. The goods shall be dispatched by the Seller or delivered to the Customer within 14 days:
 - a) if prepayment applies to Orders placed by the Customer – of the date of crediting the bank account indicated on the invoice issued by the Seller with the amount due for a given Order, and in the case of choosing the form of delivery indicated in section 2 letters a) and b) above, together with the fees related to the delivery and accepted by the Customer;
 - b) if a deferred payment period applies to Orders placed by the Customer
 - of the date of confirmation by the Customer of all costs associated with delivery of the Goods in the event that the form of delivery indicated in section 2(a) and (b) above has been selected,
 - of the date of conclusion of the Sales Agreement, when selecting the form of delivery indicated in section 2 letter c) above,

with the provision that the time of delivery or issue of the Goods to the Customer may be extended due to delays on the part of the entity through which the Seller makes deliveries or due to circumstances beyond the Seller's control.

7. In case the Customer chooses to collect the Goods in person, the Customer shall additionally be informed by the Seller of the readiness of the Goods for collection by sending an appropriate e-mail message to the Customer's e-mail address provided during the placement of the Order.

8. In case a given Order includes Goods that are not available, the Seller shall immediately inform the Customer thereof by e-mail or telephone, and the Parties shall modify the Order and the Sales Agreement accordingly by e-mail.

§ 10 Complaint procedure

1. On the grounds of Article 558 § 1 of the Civil Code, the liability of the Seller under the statutory warranty for physical defects of the Goods shall be excluded.
2. In case the form of delivery of the Goods, referred to in § 9(2)(a) or (b) of the Terms and Conditions is selected, the Customer is obliged to check in the presence of the courier whether both the consignment and the Goods contained therein are not damaged due to transport, whether they are intact and consistent with the Order, and report any reservations to the courier and the Seller in accordance with section 4 below. Failure by the Customer to perform the actions referred to in the preceding sentence means that the Customer has received the Goods without any reservations.
3. In case the Customer collects the Goods themselves, the Customer is entitled to verify that the Goods prepared for collection have no visible damage and correspond to the content of the Order, and to make any comments, in particular prior to collection. Failure by the Customer to perform the actions referred to in the preceding sentence means that the Customer has received the Goods without any reservations.
4. In case, the damage caused during delivery is discovered after taking over the Goods, or if the Goods do not comply with the Sales Agreement for other reasons, the Customer should contact the Seller, by phone, in writing, or by e-mail, in accordance with the contact details specified in § 1(5) of the Terms and Conditions, immediately after ascertaining the reservations, but no later than within 7 days of taking over the Goods. The Seller's liability shall be limited to the amount the Customer paid to the Seller for the purchase of the Goods claimed.
5. The Customer shall have the right to lodge complaints relating to the Electronic Services in the event that the Electronic Services which the Seller undertakes to provide under the Terms and Conditions do not comply with the Terms and Conditions, in particular, do not operate or do not operate correctly.
6. Complaints should be sent by e-mail to the Seller's e-mail address: export@adbl.eu. It is recommended to include a concise description of the objections in the complaint.
7. The Seller shall consider a complaint relating to the Electronic Services, including the complaint referred to in section 4 above, within 30 days of receipt of the complaint. The Seller shall inform the Customer of the manner in which the complaint has been resolved.

§ 11 CHANGES TO THE TERMS AND CONDITIONS

1. The Seller is entitled to make changes to the Terms and Conditions. The Seller shall publish the amended text of the Terms and Conditions on the Online Store website, indicating the effective date of the changes, as well as inform the Customers who have an Account by sending information about the changes to the Customers' e-mail address. The Seller is obliged to perform the activities referred to in the preceding sentence at least 7 days prior to the effective date of the changes.
2. A Customer with an Account may, within 7 days of being informed of the changes to the Terms and Conditions, submit to the Seller a statement of non-acceptance of the changes to the Terms and Conditions, which is tantamount to the Customer's notice of termination of the Agreement for the Provision of Electronic Services. The termination of the Agreement for the Provision of Electronic Services shall be effective at the end of the last day of the period reserved in the preceding sentence and authorises the Seller to delete the Customer Account. Upon termination of the Agreement for the Provision of Electronic Services, the Entrepreneur will not be able to place Orders and purchase Goods from the Online Store.
3. If the Customer has not made any statement by the end of the period indicated in section 2, the Seller acknowledges that the Customer accepts the changes to the Terms and Conditions.
4. Amendments to the Terms and Conditions shall in no way affect the rights of Customers using the Online Store prior to the date of entry into force of the changes, in particular, Orders placed by

Customers prior to the entry into force of the changes shall be processed in accordance with the existing provisions of the Terms and Conditions.

§ 12 FINAL PROVISIONS

1. Sales Agreements, entered into through the Store, are concluded in Polish or English depending on the language version selected by the Customer during registration.
2. Polish law shall govern the Terms and Conditions and agreements concluded on the basis of the Terms and Conditions, in particular the Sales Agreement and the Agreement for the Provision of Electronic Services. The provisions of the United Nations Convention on Contracts for the International Sale of Goods drawn up in Vienna on April 11, 1980 (Journal of Laws 1997 no. 45 item 286 as amended) shall not apply to the provisions of these Terms and Conditions or the Sales Agreements.
3. Any disputes arising out of or in connection with the Terms and Conditions, Sales Agreements or the Agreement for the Provision of Electronic Services shall be referred to the court having local and material jurisdiction over the Seller's registered office.
4. The Terms and Conditions are drawn up in Polish and in English.
5. The Terms and Conditions enter into force on 20.10.2023