

General Terms and Conditions of Sale (GTCS)
Follett Europe Polska Sp. z o.o.

I. Scope of application of the General Terms and Conditions of Sale

1. The terms used in the General Terms and Conditions of Sale hereinafter shall have the following meanings:
 - a) **GTCS** – these General Terms and Conditions of Sale, specifying the rules for concluding and performing contracts for the sale of goods and provision of services offered by Follett;
 - b) **Follett** – Follett Europe Polska Sp. z o.o. with its registered office in Mokry Dwór 26c (83-021 Wiślina), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court in Gdańsk-Północ in Gdańsk, 7th Commercial Division of the National Court Register, under KRS number 0000223594;
 - c) **Customer** – clients purchasing goods or services from Follett, who are not consumers as understood under Polish law;
 - d) **Parties** – Follett and the Customer jointly.
2. The GTCS form an integral part of all sales and service contracts concluded by Follett with Customers and apply to them, unless the Parties have expressly agreed otherwise. Any deviation from the terms and conditions set out in the GTCS requires explicit provisions in the contract between the Parties. In the event of any discrepancy between the GTCS and the concluded contract, the provisions of the contract shall prevail. None of the following provisions of the GTCS may be changed or modified by the Customer without Follett's consent.
3. Different contract templates used by the Customer (in particular, general terms and conditions, contract templates, regulations) are not binding on Follett unless Follett has agreed to their application. Contract templates used by the Customer may only be applied once they have been expressly accepted by Follett. Consent to the use of contract templates used by the Customer in relation to a specific contract does not mean that they apply or will apply to other contracts concluded between the Customer and Follett. In the event of a conflict between the GTCS and the contract templates used by the Customer, the provisions of the GTCS shall apply.
4. The GTCS are made available to Customers in electronic form prior to the conclusion of the contract. The Customer may read the GTCS at manufacturers website.

II. Conclusion of the contract

1. All information contained in Follett's catalogs, advertisements, and promotional materials, as well as on the website www.follettice.com/follett-europe/, constitutes only an invitation to conclude a contract and not an offer in the meaning of Polish Civil Code.
2. The Customer places orders in writing or via electronic means of communication. The order should specify the data necessary to complete the Order Form, i.e., the range of products or services, their quantity and characteristics, as well as the Customer's details.
3. Follett informs the Customer about the price, delivery terms, and payment terms based on the data contained in the order for their acceptance, unless these terms result from the GTCS.
4. The Customer's confirmation of acceptance of the terms and conditions of sale is binding.
5. Orders may be placed in writing or in document form, including by email or telephone.
6. At the Customer's request, Follett shall confirm the acceptance of the order for execution and the terms and conditions of the contract. The confirmation may be made in written or electronic form.
7. When concluding the contract, Follett may request the Customer to present documents identifying the person placing the order and proving that they are authorized to conclude the contract on behalf of the Customer.
8. The contract shall be deemed concluded in accordance with the terms and conditions specified in the order or pro forma invoice upon their acceptance. The parties allow for the possibility of concluding a contract in document form, in the meaning of art. 77² of the Polish Civil Code, including electronic form.
9. The price terms presented to the Customer by Follett in the offer are binding for a period of 30 days.

10. If, after the Customer has placed an order, their financial situation deteriorates significantly or circumstances unknown to Follett on the date of the offer are revealed (including if they are disclosed in relevant publications) and as a result of which the performance of the contract by Follett may pose a threat to its financial interests, Follett shall be entitled to suspend the performance of the contract until the Customer provides security for Follett's claims. Suspension of the performance of the contract until security is obtained shall not constitute a breach of contract. If the Customer fails to provide adequate security within the time limit specified by Follett, Follett may terminate the contract without notice due to the Customer's fault. Termination of the contract in this manner does not deprive Follett of remuneration for the part of the contract that has been performed, nor does it deprive Follett of compensation for the damage incurred.

III. Price and terms of payment

1. Prices and terms of payment are specified in the contract, order, or pro forma invoice. In the absence thereof, the terms and conditions specified in the GTCS shall apply.
2. The document confirming the performance of the contract by Follett is a VAT invoice, unless the Parties agree in the contract to draw up a handover protocol or other equivalent document confirming the performance of the contract.
3. Follett may issue a pro forma invoice, on the basis of which the Customer is obliged to make a prepayment for the order in the amount and within the time limit agreed by the Parties. If the Customer fails to make the prepayment, Follett shall be entitled to withdraw from the contract due to the Customer's fault. The Customer shall be obliged to cover all costs incurred by Follett in connection with the performance of the contract, from which Follett subsequently withdrew due to the Customer's fault. The above does not preclude the possibility of claiming damages for the damage incurred.
4. All prices for goods or services offered by Follett are net prices and will be increased by the applicable goods and services tax at the applicable rates.
5. The costs of delivery of goods to the Customer and other additional services are determined on an individual basis, and the Parties' arrangements in this regard should be specified in the order or contract. Any additional costs that may arise during the performance of the contract shall be borne by the Customer, unless the Parties have agreed otherwise. If the Parties have not made individual arrangements regarding delivery costs, they shall be charged to the Customer at the rate applied by the carriers (forwarders) involved in the delivery to the Customer.
6. The date of payment shall be the date on which the amount due is credited to the Follett bank account indicated on the invoice. The costs of transfers and currency exchange, as well as discount fees, shall be borne by the Customer.
7. The terms and conditions of sale are subject to change, in particular due to increases in customs duties, taxes, exchange rate fluctuations, and other factors beyond Follett's control. In such cases, Follett may change the terms and conditions of sale upon prior notification to the Customer.
8. If the Customer is late in paying all or part of the price for the goods and/or services provided, Follett shall be entitled to interest for late payment in commercial transactions at the statutory rate. In the event of a delay in payment, Follett shall be entitled to claim, in addition to the principal amount and interest, reimbursement of court costs, enforcement costs, and legal representation costs.
9. If the Customer is in delay with payments to Follett, Follett shall have the right to allocate the payment made by the Customer first towards costs, including court costs, enforcement costs, and legal representation costs, then towards interest due for delay, and then towards the principal amounts due for the longest period. This also applies if the costs, interest, and receivables arise from more than one title (e.g., invoice or contract). This provision revokes the Customer's right referred to in Article 451 §1 of the Civil Code.
10. In the event of a delay in payment by the Customer, Follett shall have the right to refrain from performing all contracts concluded (including the delivery of goods and/or performance of services) until all due amounts, including incidental amounts (in particular interest due), have been paid, or to demand appropriate security for payment. If any payment to Follett is delayed by more than 30 calendar days, Follett may terminate the contract without notice due to the Customer's fault. Follett

shall not be liable for any damage resulting therefrom. If Follett exercises its right to terminate the contract, the Customer shall not be entitled to any claims for damages resulting from the termination of the contract. Despite the termination of the contract, Follett may claim payment from the Customer for goods and/or services delivered to the Customer until the termination of the contract, as well as compensation for damages on general terms.

11. Any claims of the Customer against Follett shall not entitle the Customer to withhold or delay payment of the price. The Customer shall be obliged to make payments on the agreed dates, even in the event of a complaint about the goods and in the event of a delay in the collection of the goods for reasons attributable to the Customer.
12. Follett reserves the right to make deductions for other claims and liabilities in accordance with the provisions of the Civil Code.
13. If the Customer exceeds the payment deadline for the delivered goods, resulting from even one invoice, Follett has the right to make all other invoices which payment deadline has not yet expired immediately due and payable, if the goods have been delivered to the Customer.
14. Follett has the right to transfer its claims against the Customer to third parties. The Customer does not have the right to transfer claims against Follett to third parties.
15. The Customer accepts the use of electronic invoices and their delivery to an email address in electronic form (PDF). Acceptance of electronic invoices is valid indefinitely. The email address used for correspondence between the Customer and Follett shall be considered the email address for sending electronic invoices to the Customer, unless another email address has been specified. In the event of a change in the law regarding the issuance and delivery of invoices by Follett, invoices will be issued and delivered in accordance with the applicable regulations.

IV. Advance payments

1. Follett may request an advance payment or the establishment of security accepted by Follett towards the agreed price of the goods or services before the delivery of the goods or the commencement of the service. Follett shall issue an advance invoice, on the basis of which the Customer shall be obliged to make an advance payment for the order within the time limit specified therein. The amount of the advance payment shall be specified in the order.
2. Follett shall commence the execution of the order upon payment of the advance payment in the amount specified in the advance invoice. The date of payment shall be the date on which the advance payment is credited to Follett's bank account indicated on the invoice.
3. In the event of failure to pay the required advance payment or refusal to pay it, Follett may withdraw from the concluded contract due to the Customer's fault. The Customer is obliged to cover all costs incurred by Follett in connection with the performance of the contract. Withdrawal from the contract does not deprive Follett of the possibility of pursuing claims for damages for the damage incurred.

V. Performance of the contract

1. Unless otherwise agreed in writing between the Parties, the delivery date for goods or services shall be specified by Follett in each order, in the invoice or pro forma invoice, or in the bill of lading, consignment note, or other equivalent document.
2. The delivery date for goods or services shall commence on the date of acceptance of the terms and conditions of the order by the Customer. The deadline shall be deemed to have been met if the goods are delivered on or before the specified date to a person authorized to receive the goods, including entrusting them to a carrier or forwarder professionally engaged in the transport of goods of the type in question. If the Customer has not indicated the place of collection of the goods and the Parties have not made any arrangements in this regard, the deadline shall be deemed to have been met if, on the specified date falling before the deadline for performance of the contract, the goods have been prepared for delivery to the Customer at Follett's premises or at a place indicated by Follett. The costs associated with storing the goods from the last day of the period specified for their collection until the actual collection shall be borne by the Customer. The provisions of this point shall apply accordingly to the provision of services.

3. The Customer may collect the ordered product in the following manner:
 - a) in person at Follett's headquarters,
 - b) delivery by Follett's own transport or by a courier/forwarding company acting on behalf of one of the Parties, in accordance with the arrangements made, to the address indicated by the Customer in the order, unless otherwise agreed.
4. Follett shall not be liable for any delay in the performance of the contract if the delay is caused by force majeure or events for which the Customer is responsible.
5. Until the obstacle referred to in subparagraph 4 ceases to exist, Follett may suspend or limit the delivery of goods or the provision of services. If, as a result of the obstacles that have arisen, Follett has lost the ability to deliver the goods or provide the services, Follett may withdraw from the contract or terminate the contract. What the Parties have provided so far shall be returned unchanged or settled according to the status as of the date of termination of the contract. In the event of suspension or limitation of delivery or provision of services by Follett, the delivery or service performance period shall be suspended in whole or in part for the delivery or service covered by the suspension until the obstacle ceases to exist.
6. Follett may deliver goods in parts, unless the contract concluded with the Customer provides otherwise. In the absence of contractual provisions, Follett shall determine the quantity, type, and date of partial delivery.
7. The release of the ordered goods to the Customer in the case of transport organized by Follett takes place at the means of transport and occurs when the goods are made available to the Customer at the agreed place (DAP option, Incoterms 2020), whereby upon delivery of the goods to the Customer or a person authorized by the Customer (including a recipient designated by the Customer), the benefits and burdens associated with the goods and the risk of accidental loss or damage shall pass to the Customer.
8. Delivery in the case of transport organized by the Customer is carried out under EXW terms (Incoterms 2020). Delivery takes place when the goods are made available to the Customer at the place of loading. The Customer bears all risks of loss or damage to the goods from the moment of their delivery in accordance with the place of delivery.
9. The place of performance is the place of unloading of the goods in the case of transport organized by Follett, or the place of loading of the goods in the case of transport organized by the Customer, unless the contract, offer, or other binding communication with the Customer provides otherwise. For deliveries where Follett is responsible for organizing transport, delivery is made on DAP terms (Incoterms 2020).
10. Follett is not liable for damage caused during loading or unloading of goods by the Customer.
11. In the case of personal collection, Follett prepares the ordered goods for collection at its registered office, unless the parties have agreed on a different place of collection. The Customer is obliged to collect the goods at the place and time indicated by Follett or immediately after notification that the goods have been made available to the Customer at Follett's registered office or another storage location indicated by Follett.
12. Upon collection of the goods, the Customer is obliged to inspect the goods for compliance with the order or contract. The Customer is obliged to check, in particular, the condition of the shipment and the quality, quantity, and type of the delivered goods, and to immediately report any reservations to the carrier and Follett in written or electronic form. Failure by the Customer to report any reservations immediately, but no later than within 3 working days from the date of receipt, shall be deemed confirmation of the conformity of the delivery with the order or contract.
13. Unless otherwise specified in the contract or order, all costs related to the transport of goods shall be borne by the Customer, in accordance with the rates applied by the carrier or forwarder acting on behalf of Follett or the Customer. The Customer shall be charged for any downtime in the delivery of goods caused by circumstances attributable solely to the Customer.
14. Follett is obliged to properly secure the goods for the duration of transport. The costs of such security shall be charged to Follett's own costs, unless additional security is required at the express request of the Customer. The costs of additional security shall be borne in full by the Customer.

15. The Customer collecting goods by their own means of transport shall be obliged to provide the details of the person authorized to collect the goods in the notification of the planned date of collection. Failure to provide such details shall mean that the goods cannot be released. Follett shall refuse to release the goods if the details provided by the Customer do not match the details of the recipient.
16. The Customer shall ensure that a person authorized to accept the delivery on their behalf is present at the place and time of delivery, and refusal to accept the goods or the absence of the authorized person shall not release the Customer from the obligation to pay for the goods and transport.
17. Follett shall not be liable for any delay in delivery caused by the carrier or forwarder.
18. The Customer should cooperate with Follett in the execution of the order, in particular, they should provide a place for unloading goods and create appropriate conditions for the performance of assembly work (in the case of contracts with assembly services). The customer shall ensure the required health and safety conditions for the duration of the assembly, including lighting, access to electricity and running water, sanitary facilities, and heating. These conditions also apply to trial assemblies.

VI. Force majeure

1. Follett shall not be liable for non-performance or improper performance of its obligations if such non-performance or improper performance results from circumstances caused by force majeure.
2. The Parties understand force majeure to mean circumstances beyond Follett's control, in particular fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, interruptions or delays in the supply of raw materials, energy and components, and other unforeseen disruptions, in particular bankruptcies or reduced working hours at companies cooperating with the Seller or their subcontractors affecting Follett's production capacity and the availability of specific products, work interruptions, circumstances attributable to carriers or forwarders, decisions of public administration bodies, changes in the law, unforeseeable disruptions to Follett's operations arising from, for example, power failures, transport and customs delays, roadblocks, power shortages, and other similar circumstances beyond Follett's control.

VII. Retention of title

1. Follett reserves the right of ownership of the goods until the Customer has paid the full price for all the goods ordered, together with incidental charges, i.e., interest and costs of pursuing claims, unless the Parties agree otherwise. Any contract specifying a transfer of ownership of the goods in a manner different from the above must be made in writing under pain of nullity.
2. In the case of partial delivery of goods, payment of the price for specific parts thereof shall not affect the transfer of ownership of all delivered goods.
3. Follett shall be entitled to demand the immediate return of the goods if the Customer is in default of payment or if Follett has reasonable doubts, based on the Customer's financial situation, as to the Customer's ability to fulfill its obligations to Follett. In the case of contracts resulting in the installation of equipment, Follett is authorized to take the necessary steps to dismantle the equipment in order to enforce its retention of title. The costs associated with the return of the goods and the dismantling work shall be borne by the Customer.
4. The Customer may not, without Follett's written consent, sell, encumber, or dispose of the goods in any way that could result in the loss or limitation of Follett's retention of title to the goods. In the event of a breach of the above reservation, the Customer shall be fully liable for any damage caused to Follett.
5. Upon commencement of bankruptcy or restructuring proceedings against the Customer, the Customer shall mark the goods received from Follett in a manner indicating the existence of Follett's retention of title. In the event of seizure of goods owned by Follett in the course of enforcement proceedings against the Customer's assets, the Customer shall immediately notify Follett and cooperate with Follett in exercising its rights against the entity seizing the goods, using all available means. At Follett's request, the Customer shall immediately provide all information about where the goods subject to retention of title are stored. Follett shall be entitled to inspect the goods at their location and to collect them if its ownership rights are threatened by the actions of third parties.

VIII. Warranties

The products sold are covered by a warranty. The warranty terms and conditions are set out in Follett's General Warranty Terms and Conditions (GWTC).

IX. Cancellation of an order. Return of ordered products

1. An order may be canceled subject to Follett's approval and the Customer's payment of a handling fee equal to 15 % of the gross price of the ordered goods or services that the Customer has canceled. Otherwise, the cancellation of the order is ineffective.
2. Returns of ordered products are only possible with prior approval from Follett. Otherwise, returns will not be accepted.
3. Returned goods may only be accepted if the product is unused, complete, and has not been damaged in any way. Only standard products (permanently available in the Follett range) packed in their original packaging are eligible for return.
4. In the event of a return, the Customer shall pay a handling fee of 15% of the gross price of the product.
5. Cancellation of an order or return of goods is not permitted in the case of non-standard products, i.e., in particular, custom-made products, non-stock products, products ordered and/or manufactured specifically at the Customer's request, etc.
6. In the event of order cancellation or return of goods, the Customer shall bear all related costs, in particular transport costs.

X. Liability

1. Follett shall be liable solely for actual damages incurred by the Customer as a result of Follett's wilful misconduct or gross negligence in the performance or non-performance of the contract. In any event, Follett's total liability shall be limited to compensation for direct and actual damage, up to a maximum amount equal to the net price of the item of the order from which the damage resulted.
2. Follett shall not be liable to the Customer for:
 - a) lost profits or loss of business;
 - b) if the correct goods were delivered as part of the order but they do not meet the Customer's expectations,
 - c) if the delivered goods have been used by the Customer in a manner inconsistent with their intended use and technical properties or recommendations or instructions.
3. Follett shall be exempt from liability for non-performance or improper performance of the contract if this is caused by defects in the goods delivered by Follett resulting from improper performance by the manufacturer of those goods. In such a case, the manufacturer shall be exclusively liable to the Customer.
4. If Follett performs the contract only in part, the Customer shall not be entitled to withdraw from the contract in respect of the part performed.
5. Follett does not guarantee that the delivered goods are suitable for the Customer's intended purposes or comply with the applicable laws in the Customer's country. All costs necessary to obtain any permits for the use, delivery, or installation of the equipment shall be borne by the Customer.

XI. Confidentiality

1. The Customer is obliged to keep all commercial and technical information obtained from Follett confidential. Confidential information includes, in particular: all studies, plans, and documents received by the Customer in connection with placing orders or selling products. The Customer may not disclose confidential information to third parties without obtaining explicit, prior consent of Follett and is obliged to protect it from access by third parties, including unauthorized use and copying.
2. The terms and conditions of contracts or orders as well as the provisions of the GTCS are also considered confidential information.
3. In the event of a breach of confidentiality, the Customer is obliged to compensate Follett for any damage incurred in connection with this breach.

4. The Customer shall take appropriate and adequate measures to protect confidential information relating to Follett from disclosure.
5. If the Customer is required by law to disclose confidential information concerning Follett to an authorized authority, the Customer shall immediately notify Follett of this fact. The Customer may only disclose confidential information or the relevant part thereof that must be disclosed in accordance with the order of the competent authority.
6. The confidentiality rules do not apply to information:
 - a) in the Customer's possession prior to its receipt from Follett, except for information obtained in connection with negotiations conducted by the Parties for the purpose of concluding an contract;
 - b) is publicly available;
 - c) whose disclosure is required by generally applicable law;
 - d) made available to the Parties' advisors, provided that the obligation of confidentiality also applies to the advisors.
7. The Parties may specify confidentiality rules in a separate contract.

XII. Termination of the contract. Withdrawal from the contract. Contractual penalties.

1. The Customer may terminate the contract in the event of a delay by Follett in the performance of the order lasting at least 14 business days in relation to the date specified in the order, invoice, or pro forma invoice, subject to the provisions of Section V(4) of the GTCS, after setting an additional deadline for the performance of the contract, which additional deadline may not be shorter than 7 days.
2. Follett may withdraw from the contract if, for reasons beyond its control, the sale of goods or services of a given type becomes impossible to perform.
3. Follett is entitled to terminate the contract with the Customer with immediate effect due to the Customer's fault, including in particular:
 - a) in the event of the inability to perform the contract or a delay in the performance of the contract, the inability to commence or continue the provision of the service, despite the expiry of the additional period granted to the Customer to remove the obstacle;
 - b) in the event of failure to collect the goods by the Customer within the agreed time limit, despite the expiry of the additional time limit set for the Customer to collect the ordered goods; the above also applies in the event of a delay by the Customer in collecting part of the ordered goods, but Follett may terminate the contract only in respect of that part of the order for which the Customer is in default;
 - c) in the event of a delay by the Customer in payment of part or all of the price exceeding 7 days;
 - d) in the event of reasonable concerns about the Customer's solvency, as well as its bankruptcy or liquidation, which circumstances were unknown to Follett at the time of conclusion of the contract and became known to it at a later date.
4. In the event of termination of the contract with immediate effect for the reasons referred to in subparagraph 3, all of the Customer's obligations towards Follett shall become immediately due and payable. In particular, Follett shall be entitled to claim from the Customer payment of the price for the part of the contract performed and reimbursement of all costs and expenses incurred in order to perform the contract until the moment of termination of the contract. The Customer shall also bear the costs of storage of goods incurred in connection with the above.
5. A statement of withdrawal from the contract or termination of the contract with immediate effect shall be deemed to have been effectively submitted upon delivery of the statement of withdrawal or termination. The statement shall be made in writing, as understood under Polish law, and sent to the mailing address or e-mail address provided in the order.

XIII. Final provisions

1. Any deviations from the GTCS require concluding a contract in written form, under pain of nullity.
2. Contracts concluded by the Parties to which the GTCS apply are subject to Polish law.
3. Any disputes that may arise in connection with the performance of contracts with Customers shall be subject to the exclusive jurisdiction of Polish courts with territorial jurisdiction over Follett.

4. All notifications, statements, summons, or any other letters and correspondence shall be sent to the mailing address, fax number, or e-mail address provided by the Customer in the order, contract, or other document on the basis of which the orders will be executed. The Customer is obliged to immediately notify Follett of any changes to their contact details. Otherwise, deliveries made to the Customer's last known mailing address, fax number, or email address shall be deemed effective upon sending a registered letter, fax, or email, respectively.
5. Follett reserves the right to make changes to the GTCS.
6. The version of the GTCS in force at the time of conclusion of a given contract or placement of a given order shall be binding on the Parties.

These General Terms and Conditions of Sale shall apply from **1 January 2026**.

Follett Europe Polska Sp. z o.o.