

GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS

1. DEFINICIONS

- 1.1. These General Terms and Conditions of Sale of Goods (hereinafter: "**GTCS**") set out the terms for concluding and performing sales and delivery agreements for Products by The True Green Spółka Akcyjna with its registered office in Tarnawatka - Tartak.
- 1.2. The GTCS are available on the Company's website at: <https://www.strumber.eu>. The GTCS form an integral part of the Agreement concluded with the Customer and shall apply to matters not regulated in the Agreement, unless the Parties agree otherwise in writing under pain of nullity. The GTCS shall not apply to: (i) commercial agreements concluded by the Company which separately regulate the terms of sale of goods and exclude the application of the GTCS, and (ii) commercial agreements, preliminary agreements, letters of intent, etc. concluded by the Company before April 1, 2026.
- 1.3. The terms used in the GTCS shall have the following meanings:
 - 1.3.1. **Customer** or **Customers** – an entrepreneur conducting business activity within the meaning of Article 3 of the Act of March 6, 2018 – Entrepreneurs' Law.
 - 1.3.2. **GTCS** – these general terms and conditions of sale of Products by the Company to the Customer;
 - 1.3.3. **Product** or **Products** – Strumber products made from annual plant lumber offered by the Company;
 - 1.3.4. **Order Confirmation** – confirmation by the Company of acceptance for execution of an Order placed by the Customer, containing at least: confirmation of the quantity and net price with indication of the VAT amount of the Product ordered by the Customer, confirmation of the method, deadline and place of delivery, as well as indication of delivery costs to be borne by the Customer, as defined in point 2.3 of the GTCS;
 - 1.3.5. **Force Majeure** – any unforeseen and extraordinary event beyond the reasonable control of the affected Party, including but not limited to: natural disasters, fire, flood, war, acts of terrorism, pandemics, employee strikes, government restrictions or supplier failures caused by such events;
 - 1.3.6. **Company** – The True Green Spółka Akcyjna with its registered office in Tarnawatka-Tartak, address: Tarnawatka-Tartak, ul. Tomaszowska 19, 22-604 Tarnawatka, entered into the register of entrepreneurs of the National Court Register kept

by the District Court Lublin – East in Lublin with its registered office in Świdnik, 6th Commercial Division of the National Court Register under KRS number: 0001056603, REGON: 526307850, VAT ID (NIP): 7133126991;

- 1.3.7. **Parties** – the Customer and the Company
- 1.3.8. **Agreement** or **Agreements** – the sales and delivery agreement for Products concluded with the Customer upon the Company's Order Confirmation, excluding the commercial agreements referred to in the second sentence of point 1.2 of the GTCS.
- 1.3.9. **Product Guidelines** – a document originating from the Company specifying the method of processing the Products, the method and conditions of their storage.;
- 1.3.10. **Order** – an offer to purchase Products submitted by the Customer to the Company in writing or by email, containing at least: (i) designation and quantity of the ordered Product, (ii) method, deadline and place of delivery, (iii) name, VAT ID (NIP) and address of the Customer, (iv) indication of contact details: name and surname of the contact person on behalf of the Customer, telephone number and email address.

2. PLACING ORDERS

- 2.1. Upon the Customer's request, the Company shall send the Customer an offer of Products (together with the GTCS). The Customer is obliged to familiarize themselves with the offer of Products and the GTCS received from the Company before placing an Order. If the Customer places at least one Order, the GTCS shall apply to each subsequent Order without the need to resend them to the Customer. The Customer is obliged to communicate any requirements and expectations regarding the Products to the Company before placing the Order, under pain of losing the right to later invoke any non-conformity of the Products with such requirements or expectations.
- 2.2. In order to place an Order, the Customer shall send to the Company's email address: sales@greenlanes.pl or send by post to the Company's address: Tarnawatka-Tartak, ul. Tomaszowska 19, 22-604 Tarnawatka, information corresponding to the content of the Order referred to in point 1.3.10 of the GTCS..
- 2.3. The Company shall send the Customer, within 3 working days from the date of receipt of the complete Order, a confirmation of acceptance of the Order for execution by email to the email address provided by the Customer in the Order (the "**Order Confirmation**").

- 2.4. Together with the Order Confirmation, the Company shall send to the Customer at the email address provided by the Customer in the Order: (i) a pro-forma invoice for the advance payment agreed by the Parties, and (ii) the Product Guidelines document. If the Company has not previously sent the GTCS to the Customer, it shall send them no later than simultaneously with the Order Confirmation, subject to the third sentence of point 2.1 of the GTCS.
- 2.5. Placing an Order by the Customer constitutes acceptance of the GTCS, subject to the following sentence. If the Company makes the GTCS available to the Customer only at the stage of the Order Confirmation, making the GTCS available is equivalent to the Customer having familiarized themselves with and accepted the GTCS, unless the Customer objects to them immediately, no later than the next working day. Raising an objection to the GTCS excludes the possibility of concluding the Agreement and executing the Order.

3. CONCLUSION OF AGREEMENT AND ORDER EXECUTION

- 3.1. The Agreement is concluded when the Company sends the Order Confirmation to the Customer. If the Company sends the GTCS to the Customer together with the Order Confirmation, the Agreement is concluded at the end of the following day, unless the Customer objects to the GTCS
- 3.2. After the conclusion of the Agreement, the Customer has no right to withdraw from the Agreement, unless the Company expressly consents in writing to the Customer's withdrawal from the Agreement
- 3.3. The Company shall commence execution of the Order no earlier than on the date of receipt into the Company's bank account of the full amount of the advance payment referred to in point 2.4 of the GTCS.

4. DELIVERY AND COLLECTION OF PRODUCTS

- 4.1. Depending on the method of delivery indicated in the Order, the Customer has the right to collect the Products in person from the Company's warehouse or the Company shall arrange transport at the Customer's expense, informing them of the estimated delivery costs.
- 4.2. Delivery shall be at the Customer's expense.
- 4.3. The method, costs and deadline for delivery shall be specified each time in the Order Confirmation.
- 4.4. The Customer (or another person authorized by the Customer) is obliged, at the time of collection of the Products, to check the conformity of the delivered Products with the Agreement in terms of quantity

and quality, and to confirm this fact with a legible signature on the delivery document (waybill, delivery note, invoice, acceptance protocol), and if the Customer cannot perform this check at the time of collection, they should perform this check immediately, no later than the next working day from the date of collection of the Products.

5. LIABILITY

- 5.1. The Company shall be liable only for damages incurred by the Customer as a result of the Company's intentional non-performance or improper performance of the Agreement. The Company shall not be liable for damages related to non-performance or improper performance of the Agreement consisting of the Customer's loss of benefits that they would have obtained if the damage had not been caused.
- 5.2. The Company shall not be liable for damages arising from the use of the Products not in accordance with their intended purpose, their technical properties, nor for improper storage, transport, assembly, or other actions or omissions inconsistent with the Product Guidelines.
- 5.3. Upon delivery of the Products to the carrier (or collection of the Products by the Customer from the Company's warehouse), the benefits and burdens associated with the Product and the risk of its loss or damage shall pass to the Customer.

6. COMPLAINTS

- 6.1. The Company's liability under the statutory warranty for physical and legal defects of the Products is excluded, subject to the provisions of this point 6 of the GTCS.
- 6.2. The Company is liable only for physical defects arising from causes originally inherent in the sold Product. The Company is released from liability for defects if the Customer knew of the defect at the time of concluding the Agreement.
- 6.3. Complaints regarding defects that are not visible upon collection of the Products must be reported by the Customer to the Company immediately after discovery, no later than within 7 working days from the collection of the Products.
- 6.4. The Customer is obliged to inform the Company of any non-conformities with the Agreement referred to in point 4.4 of the GTCS immediately, no later than within 2 working days from the date of collection of the Products, under pain of refusal to recognize the complaint as justified.
- 6.5. The complaint should be reported to the Company at the email address: sales@greenlanes.pl and include: (i) a detailed description of the defect, (ii) indication

of the Products subject to the defect and their quantity, (iii) attachment of photographic documentation of the detected defects, (iv) in the case of the notification referred to in point 6.4 of the GTCS, also the documents referred to in point 4.4 of the GTCS.

- 6.6. The Company shall consider the complaint within 14 days, reserving the right to extend this period if reasonably necessary.
- 6.7. Until the complaint is considered by the Company, the Customer is obliged to secure and store the complained Product in a manner preventing its further damage, and at the Company's request, make the complained Product available for inspection.
- 6.8. . If the complaint is recognized as justified, the Company shall replace the Product or reduce the price by the value of the defective Products.
- 6.9. If the complaint is unjustified, the costs of the complaint shall be borne by the Customer, should any arise.

7. PAYMENTS

- 7.1. The Company shall issue the final invoice to the Customer no earlier than on the day of delivering the Products to the carrier or their collection from the Company's warehouse by the Customer.
- 7.2. The Customer is obliged to pay the amount due under the concluded Agreement within the period indicated on the invoice.
- 7.3. The date of payment is deemed to be the date the Company's bank account indicated on the invoice is credited.
- 7.4. In the case of a Customer who is in arrears with payment to the Company for an Order executed by the Company, the Company has the right to refuse to accept further Orders from that Customer until the arrears are settled.
- 7.5. If the Customer fails to make payment within the period specified on the invoice, the Company is entitled to charge statutory interest for delay in commercial transactions.

8. INTELLECTUAL PROPERTY

- 8.1. All intellectual property rights, including industrial property rights, to the Products, instructions, drawings, descriptions and other documents, including offer documents, that the Customer receives from the Company ("**IP Rights**"), belong to the Company and do not transfer to the Customer or to their contractors, the Customer's clients, affiliated entities or other persons (including: principals, agents, direct purchasers or authorized users).

- 8.2. Neither the execution of the Order by the Company nor the conclusion of the Agreement constitutes a transfer of any IP Rights to the Customer.

- 8.3. Reverse engineering and reproducing the Product formula are prohibited. The Customer is not entitled to modify (any changes to) the Product and bears sole responsibility for any damages, losses, costs and expenses related to modifications made by them to the Products.

9. FORCE MAJEURE

- 9.1. Neither Party shall be liable for non-performance or delay in performance of its obligations under the Agreement if such non-performance or delay is caused by Force Majeure.
- 9.2. The Party affected by Force Majeure is obliged to notify the other Party in documentary form immediately, no later than 7 (seven) days after becoming aware of the event. Failure to notify within this period invalidates the right to invoke Force Majeure.
- 9.3. The obligations of the Party affected by Force Majeure shall be suspended for the duration of the Force Majeure, and deadlines shall be extended accordingly. Both Parties shall make reasonable efforts to mitigate the effects and resume performance as soon as possible.
- 9.4. If the Force Majeure event continues for a period longer than 30 (thirty) consecutive days, either Party has the right to terminate the part of the Agreement to which the event relates, without liability, by means of a written notice.
- 9.5. In the event of Force Majeure, in particular delay or prevention of delivery of a production batch, the Customer may cancel the delivery of a given batch of Products only provided that the cancellation is communicated in writing and the batch has not yet entered the production phase.

10. GOVERNING LAW AND JURISDICTION

- 10.1. The governing law for these GTCS is Polish law.
- 10.2. Any disputes arising between the Parties shall be resolved in accordance with the provisions of Polish law.
- 10.3. The court having jurisdiction to resolve disputes arising from the application of these GTCS shall be the court having jurisdiction over the Company's registered office.

11. PERSONAL DATA PROCESSING

- 11.1. In order to execute the Order and conclude the Agreement, the Company may process personal data concerning the Customer and other persons,

including data provided by the Customer and further data collected from other sources.

11.2. Information on the processing of personal data by the Company can be found on the Company's website at <https://www.strumber.eu> in the Privacy Policy document

12. FINAL PROVISIONS

12.1. The invalidity or unenforceability of any of the provisions contained in the GTCS does not affect the legality, validity and enforceability of the remaining provisions of the GTCS.

12.2. In the event of discrepancies between the provisions of the Agreement and the provisions of the GTCS, the provisions of the Agreement shall prevail.