

Tarasola GENERAL TRADING TERMS

INTERNATIONAL DISTRIBUTORS

I. General Terms

- These General Terms and Conditions (GTC) apply to sales agreements for goods concluded by Tarasola Spółka z ograniczoną odpowiedzialnością with its registered office in Lublin, at ul. Kołłątaja 5 lok. 2, 20-006 Lublin, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Lublin-Wschód in Lublin with its seat in Świdnik, 6th Commercial Division of the National Court Register under KRS number: 0001050175, NIP: 7123459478, REGON: 525986180, BDO: 000077758, share capital in the amount of PLN 120,000,000.00 ("Tarasola"), with entities professionally engaged in purchasing Tarasola goods for the purpose of their further resale outside the territory of the Republic of Poland ("Distributor"). In the event of any discrepancies between the provisions of the agreement and the GTC, the provisions of the agreement shall prevail.
- These GTC do not apply to agreements concluded with consumers within the meaning of Article 22(1) of the Polish Civil Code, or to entrepreneurs purchasing Tarasola goods for any purpose other than their further resale.
- Collaboration with Tarasola Distributors shall be governed by the principles set out in a Cooperation Agreement, these GTC, and individually defined Terms of Cooperation attached to the Cooperation Agreement.
- These GTC are made available to the Distributor via email prior to entering into the Cooperation Agreement.
- The GTC shall apply exclusively; any conflicting or deviating terms and conditions of the Distributor are expressly excluded.
- Any derogations from the GTC agreed by the Parties shall require a written form in order to be valid.
- If any individual provision of the GTC proves to be ineffective or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected. In such case the Parties shall be bound by terms which reflect as closely as possible the intended economic purpose of the ineffective or unenforceable term and by the relevant provisions of the generally applicable legislation.
- By placing an order and/or signing an agreement, the Distributor is deemed to accept these GTC without reservations.
- The Distributor may not assign its rights and obligations resulting from the Cooperation Agreement to any third party without Tarasola's prior agreement in writing.
- Tarasola expressly stipulates that due to continuous technological and engineering advancements in the design and manufacture of the offered goods, structural and design variations between canopies and additional equipment ordered at different times are permitted.

II. Order Processing Terms

- Orders may be placed exclusively via the Tarasola B2B Panel. An order must be generated and confirmed within the Configurator, and subsequently submitted to Tarasola through the B2B Panel. Orders may only be placed by a Distributor duly registered in the Tarasola B2B Panel and require no further confirmation (via email). The value of each order is determined within the Configurator, while other material information, including the lead time and current order status, is available and updated in real time in the B2B Panel.
- The Distributor shall have no right to cancel or amend an order without Tarasola's prior consent. Any additional arrangements or modifications to a specific order may be made exclusively via the B2B Panel.
- Tarasola shall not accept any liability for consequences of mistakes made in the order which has been placed by the Distributor.
- The Distributor acknowledges that the advance payment, in the amount and within the timeframe specified in the B2B Panel, is a condition precedent for Tarasola to commence processing the order. Due to Tarasola's operational schedule, which accounts for the specific nature of the manufacturing and assembly processes, as well as the agreed payment and fulfillment deadlines, any delay in the advance payment shall result in an extension of the lead time. Such extension shall be determined by Tarasola on a case-by-case basis, limited to the shortest possible period necessary to ensure the proper manufacture of the goods.
- Based on the materials provided by the Distributor, Tarasola may prepare a technical drawing. Such technical drawing shall not constitute a binding basis for determining Tarasola's method of fulfilling the order; in particular, it shall in no way restrict Tarasola regarding the methods and techniques used to execute the subject matter of the order.
- Upon the Distributor's request, Tarasola may prepare an illustrative visualization of the subject matter of the order as an additional chargeable service. The fee for such service shall be agreed upon on a case-by-case basis between Tarasola and the Distributor via email.
- The order lead times indicated in the B2B Panel are estimates only and are subject to change due to circumstances beyond Tarasola's control. Any modification or exceedance of the declared delivery date shall not entitle the Distributor to cancel the order or to claim any form of compensation.
- In the event the Parties agree on any modification to the subject matter of a confirmed and accepted order, the lead time shall be extended by at least the time required to carry out the additional work or to accommodate the amended method of fulfilling the order, unless the Parties expressly agree otherwise.
- Delivery of the product shall be deemed to occur at the time of delivery to the Distributor or the carrier. At that moment, the risk of loss of or damage to the products shall pass to the Distributor.
- Title to the goods sold shall remain vested in Tarasola until the full price specified in the corresponding sales invoice issued to the Distributor has been paid. In the event the Distributor resells the goods or transfers them to a third party (subsequent purchaser) on any other basis prior to making full payment to Tarasola, the Distributor hereby assigns to Tarasola all receivables and claims against such third parties (subsequent purchasers)

arising from such resale, up to an amount equal to the outstanding debt owed to Tarasola. The Distributor shall notify its customers (subsequent purchasers of Tarasola goods) of such assignment.

- The prices of particular products and possible discounts result, on case by case basis, from Cooperation Terms which are attached to the Cooperation Agreement.
- Payments shall be made by wire transfer to Tarasola's bank account specified in the agreement or on the relevant invoice. The date of payment shall be deemed the date on which the funds are credited to Tarasola's bank account.
- Tarasola reserves the right to adjust the prices of the offered goods in the event of an increase in the prices of materials or raw materials, changes in applicable laws affecting the manufacturing costs of the goods, or broad macroeconomic fluctuations, including exchange rate variations or changes in customs duties.
- The Distributor shall not be entitled to set off any claims against the amounts due and payable under the agreements concluded with Tarasola.
- Ordered and delivered product, free of defects, is not refundable. Product ordered may be returned only in justified cases, with the approval of Tarasola made in writing, only if this is a standard product which is originally packed in undamaged packaging, and only within three (3) days of the delivery date and at the Distributor's cost. Any (flawless) non-standard products which are not offered permanently by Tarasola and which are delivered upon a special Distributor's order are not subject to return.
- The Distributor shall collect the ordered goods within fourteen (14) days from the date of receipt of notification of their readiness for collection or delivery via the B2B Panel. In the event of failure to collect the goods or to specify the place of delivery within the aforementioned timeframe, Tarasola shall be entitled to charge a flat-rate storage fee of one hundred twenty euros (EUR 120.00) for each commenced day of storage, starting from the day following the expiry of the specified deadline, subject to the provisions of Section V.3.a) below.
- Tarasola may suspend the fulfilment of an accepted order if the Distributor's total outstanding indebtedness to Tarasola exceeds the granted trade credit limit, or if the Distributor is in default on payment of any amounts due to Tarasola. In such event, the order lead time shall be extended by at least the duration of the Distributor's delay in payment to Tarasola. The provisions of Section II.4, second sentence, shall apply accordingly. Furthermore, in the event of a delay in the payment of the price or any part thereof due under the agreed payment terms, Tarasola shall be entitled to charge statutory interest for late payment in commercial transactions.
- In the event of Tarasola's delay in order fulfillment, the Distributor shall be entitled to claim liquidated damages from Tarasola in the amount of 0.1% of the order value for each day of delay.
- In order to resell products offered by Tarasola, the Distributor shall be required to complete appropriate training covering product characteristics, operating guidelines, and installation. The organization of such training at Tarasola's premises and the costs thereof shall be borne by Tarasola, with the exception of travel and accommodation expenses, which shall be borne by the Distributor at its own expense.
- The Distributor shall refrain from any actions that may result in concealing information regarding the manufacturer or brand of Tarasola goods, including in particular:
 - representing itself as the manufacturer of such goods;
 - removing, altering, or obscuring markings identifying the manufacturer or brand of the goods;
 - using Tarasola's product range in the Distributor's promotional materials without explicitly indicating its manufacturer or brand.

In the event of a breach of the above obligations, Tarasola shall be entitled to terminate the agreement between the parties with immediate effect and seek damages from the Distributor.

III. General Warranty

- Tarasola grants the Distributor a quality warranty for the sold goods for a period of sixty (60) months, covering the structure, paint coating, mechanical and fastening components, and Opatex/Soltis/Copaco fabrics. The following exceptions apply: ZIP blinds, Somfy drives, Teleco automation systems, and Linak and T-Motion motors, and radiant heaters are covered by a twenty-four (24) month warranty, while LED spot lighting is covered by a thirty-six (36) month warranty. Tarasola's liability under statutory warranty for defects is hereby excluded.
- Any claims submitted directly to Tarasola by third parties (including subsequent purchasers of Tarasola goods) shall be automatically rejected.
- Tarasola shall not be liable, whether under contractual or statutory warranty, for product installation performed by the Distributor or any third party.
- Tarasola shall not be liable for any damage resulting from improper or unprofessional operation including continued use of the goods despite noticing defects, faults, or irregularities, or improper installation or commissioning by the Distributor, the user, or any third party, or negligent handling.

In particular, Tarasola shall not be liable for the consequences of unauthorised modifications carried out without Tarasola's consent, repair work performed by the Distributor, the user, or any third party, or non-compliance with the User Manual. Any alterations, repairs, or modifications carried out independently by the Distributor or the user shall void the warranty.

- Changes in the appearance or functioning of the delivered product resulting solely from normal wear and tear shall not be deemed defects. Furthermore, the warranty does not cover operational soiling of the fabric cover, fold marks, or the waving and herringbone effects

on the fabric, typically occurring at seams, welds, or lateral edges as a natural consequence of increased fabric thickness in these areas. Elongation or distortion of the lateral edges and the cover fabric resulting from excessive use are likewise excluded. Additionally, claims shall not be accepted for damage to the electric drive caused by excessive use, power grid voltage fluctuations, excessive or incorrect voltage, or electrical discharges. The warranty strictly excludes all damage caused by strong winds, impacts, moisture, liquids, chemicals, cleaning agents, or any other substances to which the goods have been exposed in violation of the User Manual.

6. Any tampering with or breaking of the manufacturer's seals on the control units shall constitute absolute grounds for voiding the Customer's warranty.
7. The Distributor shall provide a User Manual with every Tarasola product sold, which must be read prior to operating the supplied product.
8. Unless otherwise specified in the User Manual, any structures constituting the subject matter of the agreements are not intended for use in snowfall conditions, nor do they possess waterproof or any other special properties.
9. In the event of delivery via a third-party carrier (including courier services), the goods shall undergo strict qualitative and quantitative inspection prior to dispatch. Only defect-free and fully conforming goods shall be cleared for shipment.
10. During the warranty period, Tarasola shall, free of charge, remedy any defects and damage to the sold goods, specifically by repairing or replacing those components that prove defective within the warranty period, defined exclusively as non-conforming or damaged due to defective materials, faulty design, or poor workmanship. Should a warranty claim be deemed unjustified, Tarasola shall bear no costs of disassembly, reassembly, and/or shipping of the product, nor any other expenses incurred in verifying the groundless claim by Tarasola's service department (including, but not limited to, travel expenses, expert assessments, or labor costs).
11. Tarasola undertakes to remedy, under the warranty, all defects of which it has been duly notified by the Distributor prior to the expiry of the warranty period, promptly, and in no event later than sixty (60) days from the date of notification, unless the Parties agree otherwise. The provisions of Section II.17 shall apply accordingly.
12. The Distributor shall promptly notify Tarasola of the discovery of any defect by submitting a warranty claim, complete with all applicable attachments, via the B2B Panel. Continued use of the goods after a defect has been revealed may result in the rejection of the claim.
13. Upon receipt of a warranty claim submitted in the manner specified in Section III.12 above, Tarasola shall proceed in accordance with the claim handling procedure, which constitutes Appendix No. 1 to these GTC.
14. Tarasola undertakes to take all necessary measures to remedy the defects in the sold goods, including determining their root cause and notifying the Distributor thereof, no later than fourteen (14) days from the date of receiving the defective component or the acceptance of the warranty claim by the service department (depending on the type and nature of the defect).
15. The rectification of the defect and the subsequent handover of the goods to the Distributor shall be evidenced by a post-service acceptance protocol executed by both Parties.
16. Tarasola may delegate the performance of warranty repairs to another professional entity.

IV. Confidentiality. Trade Marks

1. During the term of the agreement and following its termination, Tarasola and the Distributor shall maintain the strict confidentiality of all confidential information, including trade secrets, the Parties' commercial terms, and the principles of mutual cooperation ("Confidential Information"). Furthermore, the Distributor undertakes not to copy or reproduce any technical, technological, structural, or other solutions applied in Tarasola's goods for any purpose whatsoever. Any disclosure of Confidential Information without Tarasola's prior written consent (failing which such consent shall be null and void), as well as any breach of the prohibition on copying and/or reproducing the aforementioned solutions applied in Tarasola's goods, shall render the Distributor liable to pay Tarasola a contractual penalty in the amount of twenty-five thousand euros (€25,000.00) for each instance of breach. The foregoing restrictions shall not apply to the disclosure of Confidential Information required by applicable law, court order, administrative decision, or other rulings of competent authorities.
2. Tarasola reserves the exclusive right to use its logo and any other word or graphic marks identifying its enterprise and the goods offered (including the Tarasola brand). Except for activities directly aimed at the proper execution of the agreement, the Distributor shall not use or reproduce any marks identifying Tarasola and the goods offered by Tarasola without entering into a relevant licensing agreement or without Tarasola's prior written consent (failing which such consent shall be null and void in each instance). Each identified instance of infringement of Tarasola's industrial property rights or copyrights shall entitle Tarasola to demand from the Distributor the payment of a contractual penalty in the amount of twenty-five thousand euros (€25,000.00).
3. The "Tarasola" word mark has been registered by the European Union Intellectual Property Office (EUIPO) based in Alicante as a European Union Trade Mark (EUTM) pursuant to the provisions of Council Regulation (EC) No 207/2009 of 26 February 2009 on the Community trade mark (codified version, OJ EU L 78, 2009, p. 1), under classes 6, 11, 19, and 20 of the Nice Classification (registration number: 013151071). Furthermore, the "Tarasola" word and figurative mark is registered with the Patent Office of Poland (registration number: R.273448). Consequently, any use of the aforementioned marks without Tarasola's express written consent is strictly prohibited.

V. Termination of the Cooperation Agreement, Resignation from Order Processing

1. Tarasola reserves the right to terminate the cooperation agreement with the Distributor with immediate effect in the event of a material breach of any provisions of the agreement or these GTC, including, without limitation, situations where the Distributor's total indebtedness towards Tarasola exceeds twice the amount of the trade credit limit granted to the Distributor, by any amount whatsoever.
2. Tarasola reserves the right to cancel any submitted and confirmed order in the event that:
 - a) the materials necessary for its execution prove unavailable within a timeframe permitting the fulfillment of the order in accordance with its terms, unless the Parties agree on a new execution date accounting for the time required to procure the scarce materials; or
 - b) there is a delay exceeding fourteen (14) days in the payment of the price, or any portion thereof, due under the agreed payment terms.
3. In the event of:
 - a) the cancellation of the order by Tarasola for reasons attributable to the Distributor, including the Distributor's failure to collect the goods or to specify a delivery location within the timeframe set forth in Section II.16, upon the expiration of the additional 14-day paid storage period; or
 - b) the cancellation (withdrawal) of the order by the Distributor in breach of the provisions of Section II.2 of the GTC,the advance payment made by the Distributor towards the execution of the order shall be non-refundable. Furthermore, the Distributor shall cover any and all costs incurred by Tarasola in connection with commencing the execution of the order, to the extent that such costs exceed the amount of the retained advance payment.

VI. Force Majeure

In the event of unforeseen circumstances, the occurrence of which was beyond Tarasola's control and which Tarasola could not have prevented with due diligence, including but not limited to acts of war, riots, protests, strikes, states of emergency, restrictions imposed due to epidemics or epidemic threat, industrial accidents, fires, floods, machinery breakdowns, shortage of raw materials (Force Majeure) occurring after the conclusion of the agreement and/or after the placement of the order, making it impossible to execute it in whole or in part should such circumstances persist for more than 30 days, within 14 days of the occurrence of the above circumstances the Parties shall undertake negotiations aimed at renegotiating the terms of the agreement (order) or its termination. The occurrence of Force Majeure shall be reported immediately by Tarasola to the Distributor. The occurrence of Force Majeure shall not constitute grounds for cancellation of the order by the Distributor or for the Distributor to claim any compensation.

VII. Final Provisions

1. Modifications and amendments to these GTC shall have effect only for the future, i.e. only in respect of agreements entered into after such modifications and/or amendments have been made.
2. Tarasola's goods are subject to the harmonised standard PN-EN 13561 titled "External blinds and awnings – Performance requirements including safety," pursuant to the Announcement of the President of the Polish Committee for Standardization of 2 August 2023 on the list of harmonised standards. Tarasola is under no obligation to possess and/or provide any documentation, certificates, calculations, or other records that are not required under the provisions of the aforementioned standard.
3. Any and all contractual penalties set forth in these GTC may be applied cumulatively on various grounds, provided that the prerequisites for imposing them have been met. Contractual penalties shall be calculated based on the net remuneration amount.
4. These GTC and any agreements concluded on the basis thereof shall be governed by Polish law.
5. Matters not expressly provided for in these GTC or the Agreement shall be governed by the applicable provisions of Polish law, including in particular the Civil Code.
6. In the event of any dispute between Tarasola and the Distributor arising out of or in connection with the application of these GTC or the performance of the cooperation agreement, the court having jurisdiction over Tarasola's registered office shall be the competent court.

Attachments:

- Warranty Claim Handling Procedure Description.

WARRANTY CLAIM HANDLING PROCEDURE

Submission of Warranty Claims:

1. The Distributor shall notify the manufacturer, Tarasola, of any defect immediately upon its discovery by submitting a completed warranty claim form along with attachments via the B2B Panel [Customer Panel => Orders => Order Claims]. Continued use of the product after a defect has been discovered may result in the rejection of the warranty claim.
2. The warranty claim must include the following:
 - a description of the reported defect or product damage;
 - the order number;
 - photographic or video documentation (in particular, in the event of damage sustained during transport, the condition of the delivered goods on the carrier's vehicle must be documented, including at least one photograph showing the vehicle's registration number);
 - contact details of the person who identified the defect (the installer);
 - information regarding the product installation date.

Failure to provide complete information shall result in the refusal to process the warranty claim.

Claim handling process:

Having received a claim, the Customer Service Centre assistant must:

1. Verify the claim against the order concerned.
2. Verify whether the claim date falls within the warranty term.
After the warranty term has expired, Tarasola may offer replacement parts for a fee.
3. Inform the customer that the claim has been accepted and provide the claim reference number to the customer.
4. Ensure that the claim documentation is complete before it is forwarded to the Claims Department.
5. Inform the customer of the decision (acceptance or rejection of the claim) and, where applicable, of the time limit set for handling the claim.

If the claim is justified, the cost of shipment shall be covered by **Tarasola**.

The claim process is divided into four (4) categories; claim handling time depends on which category applies.

Category	Rules of handling
Damage caused during transport	Verification on delivery date based on picture documentation. 1. Handling time depends on product concerned. 2. Decision is made within 2 working days of reporting the claim.
Lack of structural components	Reporting up to 7 days of delivery date: 1. Handling time depends on availability of structural components. 2. Decision is made within 2 working days of reporting the claim.
Defects of components (profiles/structural elements /varnish /glass defect)	Verification on claim reporting date based on pictures/video documentation. 1. Handling time depends on availability of components. 2. Decision is made within 14 working days of reporting the claim.
Automation (*interference with automation, i.e independent repair, disassembly of the product, replacement of components, etc. is absolutely prohibited)	Decision is made within 14 working days of the claim reporting date. The claim will be rejected automatically if it is found that the customer has interfered in the product concerned (Somfy, Teleco, Linak)

Recommendations:

Tarasola recommends that the Distributor purchase emergency kits. This recommendation is based on Tarasola's installation experience and is intended to spare the Distributor unnecessary inconvenience. This solution will reduce the time required to handle potential claims. The following kits are offered:

1. **REPAIR KIT** which includes:

- markers in our standard RAL colours
- glass polish
- top caps for construction in our standard RAL colours
- EPDM gaskets
- a set of mounting screws

2. **SPARE PARTS SET** which includes:

- Somfy automation (motors, remote controls)
- Teleco automation (control panels, remote controls)
- Motor (Linak)
- A set of LED points