

General Terms and Conditions of Sale
Premium Plus Poland sp. z o.o.

I. Definitions

The use of the terms in these General Terms and Conditions of Sale means:

- 1) Catalogue - a document containing a list of all Products available for sale by the Seller for information purposes,
- 2) Price List - a document containing information about the current price of all Products available for sale by the Seller, for information purposes.
- 3) Buyer - an entrepreneur who is a legal person, an organizational unit without legal personality, which the law grants legal capacity or a natural person conducting business activity, which places an order and concludes a sales contract with the Seller directly related to the business activity,
- 4) Products - dental products, preventive products, acrylic products, applicators, devices, hygiene products, personal protective equipment, as well as any other goods that are available in the Catalogue and Price List,
- 5) Order Confirmation - a confirmation sent by the Seller to the Buyer's e-mail address containing detailed information on the quantity, type and price of the Products sold, which constitutes the submission of a legally binding offer to sell Products covered by the Order Confirmation under the conditions described therein,
- 6) Seller - Premium Plus Poland sp. z o.o. with its registered seat in Wysogotowo, ul. Bukowska 27, 62-081 Wysogotowo, NIP: 7831823110, REGON: 38685180700000, registered by the District Court Poznań - Nowe Miasto and Wilda in Poznań, VIII Commercial Division of the National Court Register in the register of entrepreneurs of the National Court Register under the number: 0000856473, with share capital in the amount of PLN 5,000.00,
- 7) Parties - the Buyer and the Seller,
- 8) Order - an order placed by the Buyer at the Seller's e-mail address, containing information about the Buyer's data (address, e-mail address, telephone number and tax identification number), the number and type of Products purchased and the method of receipt of the Products, and in the case of selecting the Product delivery - also the address to which the delivery is to be made.

II. General provisions

1. The General Terms and Conditions of Sale define the rules for concluding Product sales contracts between the Parties, in relation to the process of placing orders and concluding sales contracts, payment of the price and delivery costs, collection or delivery of Products, warranty and guarantee.
2. The General Terms and Conditions of Sale are a contractual regulation binding the Parties in the sale of Products. The Parties exclude the use of other contract templates used or established by the Buyer.

3. The General Terms and Conditions of Sale constitute an integral part of each sales contract concluded between the Buyer and the Seller.
4. The General Terms and Conditions of Sale apply to all Products and apply to all sales contracts concluded between the Parties.
5. The provisions of the General Terms and Conditions of Sale may be amended or excluded by the Parties in relation to a specific sales contract, however, this must be agreed in writing (by e-mail) with the Seller's sales representative.
6. The Seller reserves the right to make changes unilaterally and freely to the content of the General Terms and Conditions of Sale. These changes do not affect sales contracts concluded or Orders placed before the changes come into force.
7. In the event of a conflict of the provisions of the General Terms and Conditions of Sale with the provisions of the contract for the sale of Products, the Parties are bound in this respect by the provisions of the contract.
8. General Terms and Conditions of Sale do not apply to consumers. The General Terms and Conditions of Sale apply only to sales made with Buyers who place an order and conclude a sales contract directly related to their business activity.
9. The General Terms and Conditions of Sale are made available to the Buyers along with the Price List before the conclusion of the first sales contract via e-mail and are valid until any changes are made and an updated version is provided to the Buyer.
10. The buyer is obliged to read the content of the General Terms and Conditions of Sale before placing an Order and concluding a contract for the sale of Products. By placing an Order, the Buyer makes a declaration that he has read the General Terms and Conditions of Sale and undertakes to comply with them.
11. The general contact details of the Seller are as follows:

Premium Plus Poland sp. z o.o.
 ul. Bukowska 27, 62-081 Wysogotowo
 +48 61 880 10 94
info@premiumpluspl.com
12. The contact of the Buyer with the Seller will take place through the sales representatives indicated to the Buyer.

III. Placing Orders and concluding a contract for the sale of Products

1. The Products available for sale are included in the Catalogue, which the Seller makes available to the Buyer at his request via e-mail. The Catalogue is informative and does not constitute a legally binding offer.
2. The Seller is entitled to freely introduce any changes to the content of the Catalogue and the Price List at any time.
3. In order to conclude a contract for the sale of Products:
 - a. The Buyer is obliged to send an Order to the e-mail address of the Seller's sales representative,
 - b. after receiving the Order, the Seller enters it into the system, generating the Order Confirmation document, which is immediately sent to the Buyer to the e-mail address provided by him, which will constitute the submission of a legally binding offer to sell Products

- covered by the Order Confirmation under the conditions described therein,
- c. after receiving the Order Confirmation from the Seller, the Buyer is obliged to confirm it by e-mail, which will constitute a legally binding acceptance of the sale offer expressed in the Order Confirmation,
 - d. upon the approval of the Order Confirmation by the Buyer, a contract for the sale of Products is concluded between the Parties, in accordance with the content of the Order Confirmation.
4. If the Buyer does not approve the Order Confirmation within 5 working days after it sent to their e-mail address, pursuant to sec. 3c above, the Seller is no longer bound by the offer. The Parties may, however, conclude a contract for the sale of Products in accordance with the content of the Order Confirmation after the expiry of the above deadline, which requires the consent of the Seller confirmed by e-mail.
 5. Upon the conclusion of the contract for the sale of Products, the Parties are obliged to meet the services specified therein, i.e., the Seller is obliged to transfer the ownership of the Products to the Buyer and issue them to him, and the Buyer is obliged to collect the Products and pay the price and possible delivery costs, on the terms set out in General Terms and Conditions of Sale.
 6. In the event that the ordered Products are not available in full quantity, the missing quantity is reserved for the Buyer from the next possible delivery; the Products are then sent to the Buyer, at his expense, after the Seller receives the delivery of these Products, on the terms set out in the General Terms and Conditions of Sale (*Backorder*).

IV. Receipt of Products

1. The Seller agrees on the following two ways of collecting the Products:
 - a. Collection of the Order via a carrier (transport or courier company) arranged by the Buyer from the Seller's premises located at Bukowska 27, 62-081 Wysogotowo,
 - b. Delivery of the Order to the address provided by the Buyer in the Order by a carrier (transport or courier company) arranged by the Seller.
2. The Buyer is obliged to choose the method of receiving the Products in the content of the Order or, if he wants to compare the shipping costs, specify the method of delivery before the VAT invoice is issued by e-mail.
3. The Products will be released to the Buyer provided that the full price is paid. In the case of delivery of Products, the Seller will arrange the delivery only after receiving the payment of the full price and delivery costs.
4. In the event of the collection of the Products, the Seller is not obliged to bear the related costs, and in particular, it is not obliged to reimburse any costs of transporting the Products after their release to the Buyer.
5. In the case of collection of the Products, the Buyer is obliged to collect the Products within 10 working days from the date indicated on the invoice.
6. In order to collect the Products, the driver/courier is required to provide the Seller with the Order reference number at the place of collection of the Products.
7. If the Buyer chooses the delivery option of the Products, the Seller, after the Buyer pays the full price and delivery costs, will arrange delivery by a transport or courier company to the address indicated by the Buyer in the Order.
8. Depending on the type and quantity of Products, they are delivered in shipping cartons or euro-pallets.
9. The risk of accidental damage, destruction or loss of Products shall be transferred to the Buyer:
 - a. in the case of delivery to the address indicated by the Buyer - when the Products are released by the carrier at the place of delivery indicated by the Buyer in the Order. The Products are considered to be delivered if they are at the above address and are ready for unloading; (DAP rules apply (Incoterms 2020),
 - b. in the case of collection via a carrier (transport company or courier) at the Seller's premises - at the moment of releasing the Products from the warehouse to the courier/driver. The Seller is obliged only to leave the Products at the Buyer's disposal and is not liable for their loading; EXW rules apply (Incoterms 2020).
10. The Buyer is obliged, immediately after receiving the Products, to check the compliance of the delivered Products with the Delivery Note attached to the Order, in particular: the condition of the shipment as well as the quality, quantity and range of the delivered goods. In the event of any inconsistencies, the Buyer must immediately, i.e., not later than 5 business days from the date of receipt of the Products, report the issues to the Seller and the carrier (in the case of damaged delivery) in accordance with the Returns Policy. The Seller reserves the right to inspect the reported damage.
11. The Seller is not liable for errors or delays in the delivery of the Products caused by the carrier, and is not liable for any damage caused during the transport of the Products or their unloading at the place of delivery, or for damage caused during the loading of the Products by the Buyer in the case of collection.
12. In the event of failure to collect the Products by the Buyer within the time limit specified in sec. 5 above, or the inability to deliver the Products by the carrier to the indicated delivery address due to the Buyer's fault, the Seller may withdraw from the sales contract by submitting an appropriate declaration to the Buyer with effect on the day on which it is delivered to the Buyer. In this case, the sales contract will be considered null and void and the Order will be cancelled. The Seller may exercise the above right to withdraw from the sales contract within 30 days from: (1) the date of ineffective expiry of the date of receipt of the Products specified in accordance with sec. 5 above in the case of personal collection or (2) the date of the final unsuccessful attempt to deliver the Products by the carrier to the delivery address indicated by the Buyer. The declaration of withdrawal will be sent

via e-mail. The Seller may also charge the Buyer with the costs related to the failure to collect the Products, in particular the costs of their return by the carrier to the Seller's warehouse.

V. Price and delivery costs

1. All Product prices are given in Euro currency and are net amounts that will be increased by any VAT due, pursuant to the law.
2. The prices do not include delivery costs, and do not include any customs, administrative or other financial charges imposed on the Products according to the law applicable to the country of the Buyer or the place of delivery indicated by the Buyer.
3. The prices included in the Price List are informative and the Seller reserves the right to change them at any time. The Price List does not constitute a legally binding offer. The Parties may, by way of individual agreements, agree on a lower amount of prices than those expressed in the Price List.
4. Delivery costs depend on the rates of carriers and the type and quantity of Products included in the delivery.
5. The price for the Products being the subject of the sales contract will be bindingly specified in the Order Confirmation. The Seller may, however, inform the Buyer about the price of the Order in advance by e-mail or in the draft version of the Order document.
6. The cost of delivery is presented to the Buyer before sending the Order.
7. The costs of delivery of the Products by the carrier shall be borne in full by the Buyer.

VI. Payment

1. After the conclusion of the sales contract, the Seller will issue a VAT invoice to the Buyer indicating the price of the Products sold and the costs of their delivery, if the Seller has used the delivery option, and will then send it to the Buyer via e-mail.
2. The Buyer is obliged to pay the total price of the Products together with any possible delivery costs in advance in the form of a full prepayment, by transfer to the Seller's bank account indicated on the VAT invoice and within the term indicated on the VAT invoice. Only after receiving the payment for all receivables covered by the VAT invoice, will the Seller proceed with the further implementation of the sales contract.
3. The Parties may, by individual arrangements made via e-mail, change the terms of payment referred to in sec. 2 above, and determine that the Seller will proceed with the implementation of the sales contract before receiving full payment. Then the Parties may agree that the performance of the sales contract by the Seller will take place immediately after receiving the agreed payment. In such a situation, the Buyer will be obliged to make the payments on the due date specified in the VAT invoice, but not later than 30 days from the date of issuing the VAT invoice. Until the Seller receives full payment of all due amounts, the Products remain the property of the Seller, even if they are released to the Buyer.
4. In the event of the Buyer's delay in paying the VAT invoice, the Seller may charge statutory interest for the delay and suspend

the implementation of the sales contract, as well as other Orders placed by the same Buyer.

5. Filing a complaint does not release the Buyer from the obligation to make timely payment for the Products.
6. The payment is made when the Seller's bank account is credited with the payment made by the Buyer.

VII. Force majeure

1. The Seller shall not be liable for failure to perform the contract of sale or delay in its performance, if its implementation proves impossible due to force majeure, i.e., an external sudden event, unforeseeable and independent of the will of the Parties, which makes it impossible to perform the contract in whole or in part, permanently or for a certain period of time, that cannot be prevented or counteracted with due diligence.
2. In the event of force majeure, the Seller shall immediately notify the Buyer of the above circumstances via e-mail. The Seller shall immediately notify the Buyer via e-mail about the end of the event constituting force majeure, informing him about the possible date of delivery of the goods or the cancellation of the Order.

VIII. Liability

1. The Seller shall be liable to the Buyer for non-performance or improper performance of the contract for the sale of Products only in the scope of damage caused intentionally. In the remaining scope, the Seller's liability is excluded.
2. Liability not covered by the exclusion referred to in sec. 1 above, is limited to direct and actual losses incurred by the Buyer, which may not be higher than the net price of the Product or Products covered by the sales contract paid by the Buyer and to which the Buyer's claim relates. The scope of liability does not include lost profits and any indirect damages.
3. The Seller is also not liable for any damage caused by the improper selection of Products, their improper use or use contrary to the intended use, or the operating and maintenance manual, as well as any damage whose occurrence or extent was influenced by the condition and properties of the infrastructure within which the Products have been operated.

IX. Warranty and guarantee

1. As part of the Seller's liability under the warranty for physical defects of the Products, the Buyer may only use the right to request the replacement of the defective Product with a new Product free from defects. In the remaining scope, the Seller's liability under the warranty is excluded.
2. In order to exercise the right referred to in sec. 1 above, the Buyer is obliged to submit a complaint to the Seller via e-mail immediately, but not later than within 5 working days from the date of receipt of the Products, in accordance with the Returns Policy. After the above-mentioned deadline, the Buyer loses the rights resulting from the warranty.
3. In the content of the complaint, the Buyer is obliged to describe in detail the perceived defects and enclose evidence confirming them, in the form of photos or videos. When considering the

complaint, the Seller may request the Buyer to provide additional information and documents, and the Buyer is obliged to cooperate in this regard.

4. If, for objective reasons, the verification of defects cannot be carried out in the above manner, the Buyer is obliged to hand over the defective Products to the Seller to diagnose the reported defects, within the time limit and in the manner indicated by the Seller.
5. Within 30 days of receiving a complete complaint from the Buyer, the Seller is obliged to inform the Buyer in the form of an e-mail about the method of resolving the complaint. The above-mentioned period may be extended if it results from the necessity to obtain additional explanations or conduct diagnostic tests, referred to in sec. 4; then the Seller will inform the Buyer about the appropriate date for considering the complaint, which shall not be longer than 60 days from the date of receipt of the complaint by the Seller.
6. If the complaint is accepted, the Seller is obliged to provide the Buyer with new Products, free of defects and free of charge, and the Buyer is obliged to ensure proper use of the defective Products.
7. Regardless of the Seller's liability under the warranty, some Products may be covered by the manufacturer's warranty. In this case, the Buyer will be issued with appropriate warranty documents together with the Products, which will contain the terms of the warranty (if available).

X. Withdrawal from the sales contract

1. The Seller may withdraw from the sales contract concluded with the Buyer if the Buyer fails to pay all or part of the price for the Products. The Seller may use the above right within 30 days from the date of expiry of the deadline for payment of the price. The withdrawal is made by submitting a written declaration to the Buyer, which must be sent via e-mail.
2. In accordance with the Returns Policy, the Buyer has the right to withdraw from the contract for the sale of Products within 14 days from the date of receipt of the Products, without giving any reason, provided that the Products have not been used in any way and are intact and suitable for resale. The withdrawal is made by submitting a written declaration to the Seller, which must be sent via e-mail. In this case, the Buyer is obliged to immediately return the Products to the Seller's address at his own expense. The Seller may withhold the refund until the returned Products are received and their condition is verified. The delivery costs paid by the Buyer are not refundable.

XI. Final Provisions

1. Product sales contracts are governed by Polish law.
2. In all matters not covered by the General Terms and Conditions of Sale, the relevant provisions of Polish law, in particular the Civil Code, shall apply.
3. If any provision of the General Terms and Conditions of Sale is or is deemed invalid or ineffective, this shall not in any way affect

the validity and compliance with the remaining provisions that remain in force and shall be applied.

4. Any disputes between the Parties resulting from the conclusion or performance of the contract for the sale of Products are subject to Polish judicial jurisdiction and will be settled by the court competent for the seat of the Seller.