

## **General Terms of Sale in force since 01.07.2015 for commercial transactions concluded by Jorge Sp. z o.o.**

### **§1 Preliminary Provisions**

1. These General Terms of Sale apply to all agreements for the sale of products concluded after 01.07.2015, sold by:
  - a) Jorge Sp. z o.o., ul. Zielonogórska 47, 66-016 Czerwieńsk, Poland, Tax Identification Number (NIP) 973-058-69-16, the share capital of PLN 863,000, National Court Register (KRS) number: 0000013333, the District Court in Zielona Góra, 8<sup>th</sup> Commercial Department of the National Court Register, or
2. Definitions:
  - a) Seller – Jorge Sp. z o.o. or Jorge Fireworks Sp. z o.o.
  - b) Buyer – the other party to the sale agreement;
  - c) Party – the Seller and the Buyer;
  - d) Agreement – the agreement for the purchase and sale of products;
  - e) Product – products sold by Jorge Sp. z o.o.
  - f) General Terms – the “General Terms of Sale in force since 1 July 2015 for commercial transactions concluded by Jorge Sp. z o.o. “ in domestic and international dealings, while provisions contained herein shall apply accordingly to transactions in international dealings.
3. This document is an integral part of the concluded agreements for the sale of products and applies to the wholesale of products.
4. The provisions of the general terms shall apply to the extent not directly regulated in individual agreements. Deviating provisions must be made in writing under pain of nullity.

### **§2 Sale**

1. The Seller carries out the wholesale of products. Only an entrepreneur buying the product for the purposes of its business activity may be the Buyer. The Seller shall not sell under the provisions on special terms of consumer sale.
2. Pyrotechnic products are not offered and sold to minors.
3. The Seller does not carry out the sale on commission.
4. The Seller does not allow for any returns of goods received without the Buyer’s reservations.
5. The licensed (professional) product may be sold only to those Buyers who are authorised to use or trade and store hazardous products in accordance with the requirements of the Polish law. The Buyer is obliged to send the documents confirming the right to purchase licensed products to the Seller. The following provisions apply to the sale of products: the Act of 22 June 2001 “on performing economical activities in the area of production and trading of explosives, weapons, ammunition and related products and technology for military or police purposes” (Journal of Laws No. 67/2001, item 679, as amended) and the Act of 21 June 2002 “on explosives for civil uses” (Journal of Laws No. 117/2002, item 1007, as amended).
6. The Seller shall each time inform the relevant authorities about the sale of products referred to in § 2 point 5 in accordance with the requirements of the Polish law.
7. In the case of sale outside the territory of the Republic of Poland, the Customer is required to have the necessary authorisations to purchase and store pyrotechnic products as well as to provide appropriate valid copies of documents (an entry in the register of entrepreneurs, licenses, permits, confirmation of tax registration, etc.).
8. In the case of intra-Community supply of goods within the EU, in addition to documents referred to in paragraph 6, the Buyer is obliged to submit:
  - a) the VIES certificate on the possession of proper and valid identification number for intra-Community transactions, granted by a Member State relevant for the Buyer, containing the two-letter code used for value added tax;

- b) after the sale, *within 3 days* — evidence clearly indicating that the goods sold have been exported from the territory of the Republic of Poland and delivered to the Buyer in the territory of the EU Member State other than the territory of the Republic of Poland, i.e.:
- shipping documents received from the carrier (forwarder) responsible for the export of goods from the territory of the Republic of Poland — in the case of commissioning the carriage of goods to the carrier (forwarder),
  - the specification of individual items of cargo (specifying the type, parameters, properties, origin, destination, etc.),
  - documents relating to insurance or freight costs of goods,
  - scan or photocopy of a signed acknowledgement of receipt of goods.

### **§3 Conclusion of Agreements**

1. Customers receive information on the Seller's products from its website, YouTube channel as well as by e-mail and through telephone conversation with an employee of the Sales Department. Such information does not constitute an offer within the meaning of the civil law and does not bind the Seller neither as to the terms nor as to the obligation to sell.
2. The Seller accepts orders for products by phone, e-mail, fax and in person at the registered office of the company. The basis of order fulfilment is its e-mail confirmation sent to the Seller's address.
3. Orders are documented in the IT system. By sending the order e-mail confirmation the Buyer agrees to the processing of personal data necessary to handle orders.
4. Prior to the conclusion of the agreement, the Buyers are obliged to provide to the Seller valid registration information of their company, including, among others, contact details and tax identification number (NIP).

### **§4 Price and Payment**

1. The Buyers receive information about prices and discounts for the products in accordance with the Seller's official price list and the discount table in force when placing the order. There is a possibility of setting individual prices and rebate thresholds in consultation with the Head of the Sales Department.
2. Prior to fulfilling the order the Buyers receive via e-mail for approval a proforma invoice specifying ordered products, prices, the discount granted, additional costs, the exchange rates of currencies and the payment date. Failure to immediately submit objections to the received proforma invoice means the unconditional acceptance of the order fulfilment under terms indicated in such a document.
3. Prices quoted by the Seller are net prices and shall be increased by value added tax according to the applicable rates.
4. By signing the sale document or accepting the proforma document the Buyer confirms that it is familiar with the features of products and accepts the price list provided during the order fulfilment.
5. The Seller allows for the following forms of payment: prepayment, deadline transfer, cash payment.
6. In case of delay in payment, the Seller reserves the right to charge statutory interest.
7. In case of the Buyer's delay in timely payment, the Seller has the right to refrain from possible performance of other agreements concluded by the Parties (including the release of the product) until payment by the Buyer of all amounts due with interest. If the delay in payment exceeds 30 days, the Seller may withdraw from these sale agreements without setting an additional deadline. The Seller is not responsible for the damage occurred for these reasons.
8. The Buyer is not entitled to deduct its receivables towards the Seller with the Seller's receivables arising out of the agreements for the sale of products.
9. The Seller may send invoices either by mail or in the form of a scan or e-mail to the Buyer's e-mail address.

## **§5 Delivery**

1. Depending on the arrangements of the Parties, the delivery of products purchased may take place using own means of transport of the Seller or through an external transport/shipping company.
2. Prior to loading the products for shipment, the Buyers receive detailed information about the expected delivery date.
3. The Buyers agree to bear additional charges for the transport of products. The cost of transport is not included in the price of products.
4. It is possible to collect the products using own means of transport, of which the Buyer is obliged to inform the Seller in advance to allow for the preparation of products for collection. The Parties shall then establish the mutually convenient collection date.
5. By deciding to make the collection in person using own means of transport the Buyer is aware of the need to hold ADR certificates for vehicles and the driver when the cargo exceeds the limit specified in ADR provisions for road transport of hazardous materials.

## **§6 Ownership Title Reservation**

1. Products sold remain the property of the Seller until payment of their entire price by the Buyer. In the case of combining or mixing of products, the Parties become co-owners of the entirety. The provision of Article 193 § 2 of the Civil Code shall not apply.
2. The risk of damage to or loss of products passes from the Seller to the Buyer at the time of their release to the Buyer or the external carrier/forwarder, regardless of who organises and who bears the transportation costs.

## **§7 Final Provisions**

1. In legal matters the Seller is represented by Kancelaria Adwokatów A. Dudkowiak, T. Kopeć Sp. jawna with its registered office in Zielona Góra.
2. The law applicable to the concluded agreements is the law of the Republic of Poland.
3. The competent court for any disputes arising from the concluded agreements is the court with jurisdiction over the registered office of the Seller.

## **Appendix 1**

### **CONFIRMATION OF INTRA-COMMUNITY SUPPLY OF GOODS<sup>1</sup>**

(applies to the content of Article 42 paragraph 4 of the VAT Act of 11 March 2004)

#### **1. Names and addresses of the supplier and the purchaser:**

##### **a) SUPPLIER:**

---

<sup>1</sup> - apply on export directly by the supplier or the purchaser by means of transport of the supplier or the purchaser. If the export is made by an external carrier, then the CMR consignment note.

<b>EU VAT NO.</b>	
Name and surname or name	
Registered address or address of residence	

**b) PURCHASER:**

<b>EU VAT NO.</b>	
Name and surname or name	
Registered address or address of residence	

**2. Address to which the goods are delivered if different from the purchaser's registered address or the address of residence:**

Country	
Street & No.	
Post code, City	

**3. Specification and quantity of goods (specification of the consignment):**

<b>Name of goods</b>	<b>Quantity</b>

**4. Confirmation of goods receipt by the purchaser to the place referred to in paragraphs 1 or 2, located in the territory of a Member State other than the territory of the country:**

Goods accepted	Date	Signature

**5. Means of transport:**

Type	Registration no.	Owner

