

**GENERAL TERMS AND CONDITIONS OF THE B2B AGREEMENT (COMPREHENSIVE SERVICE)  
„COMODO GROUP Spółka z ograniczoną odpowiedzialnością” Spółka komandytowa oraz  
COMODO GROUP Spółka z ograniczoną odpowiedzialnością - "COMODO GROUP Limited Liability Company"  
Limited Partnership and COMODO GROUP Limited Liability Company.  
- ver.1.0, effective as of March 7, 2022 -.**

**1. Subject matter:**

**1.1** On the basis of the concluded agreement, the Contractor provides the Ordering Party with services consisting in:

- 1.1.1** Preparation of the design of the arrangement of the indicated rooms, or
- 1.1.2** The sales of furniture and other furnishings provided for in the arrangement design approved by the Ordering Party, or
- 1.1.3** Delivery to the designated location and installation of furniture and other interior furnishings provided for in the design project approved by the Ordering Party.

**1.2** The Contractor shall perform its services on the basis of a quotation - a calculation, which is attached to the agreement in each case. With the conclusion of the agreement, the Ordering Party accepts the specifications of the interior elements, their colors, dimensions, etc.

**1.3** The Contractor declares that it has the relevant experience and technical background for the proper execution of the subject matter of the agreement, including the provision of the necessary resources, tools and supervision to carry out the work with due care and diligence.

**2. Implementation deadlines:**

**2.1** The execution deadlines established in the agreement shall be postponed in any case when the execution of the work is not possible or is hindered due to circumstances beyond the control of the Contractor, in particular, in the case of:

- 2.1.1** Ordering Party's delays in providing the Contractor with rooms prepared for furniture assembly,
- 2.1.2** Ordering Party's delay in payment of the advance on the remuneration due to the Contractor,
- 2.1.3** Ordering Party's delay in payment of remuneration due to the Contractor (in case of partial payments),
- 2.1.4** delays by the Ordering Party in providing the Contractor with data or documents required for the execution of the agreement,
- 2.1.5** Interruption of work for reasons beyond the Contractor's control, including at the request of the Ordering Party,
- 2.1.6** the occurrence of interruptions in the supply of utilities not attributable to the Contractor,
- 2.1.7** occurrence of unscheduled interruptions in access by the Contractor to the premises or facility where the interior components are to be installed.

**2.2** The deadlines for the execution of the work shall be postponed by at least the duration of the cause of the delay in question or disruptions and obstructions to the execution of the agreement, with the Contractor being obliged to resume execution of the work on the first available date, taking into account the availability of Subcontractors and the deadlines for the execution of other obligations.

**2.3** In the event of a delay by the Ordering Party in making available to the Contractor the premises prepared for the installation of elements of furnishing exceeding a period of 5 working days, the Ordering Party shall be obliged to accept the ordered furniture and other furnishing elements, secure them and store them at its own expense and responsibility. In such a situation, a quantitative acceptance protocol will be drawn up,

which will be the basis for payment by the Ordering Party of the full amount of remuneration due to the Contractor for the performance of the agreement.

- 2.4** If the Ordering Party does not have the ability to store furniture or other items of equipment on its own, the Contractor shall provide a temporary storage service at the expense and peril of the Ordering Party until the premises are made available. The Ordering Party will pay the Contractor for this service in the net amount of 0.2% of the net remuneration due to the Contractor for the performance of the subject of the agreement for each day of storage.

### **3. Installation:**

- 3.1** On the day of the scheduled installation date, the Ordering Party shall provide the Contractor with access to the premises properly prepared for the installation of interior components, and then provide the Contractor with unimpeded access to these areas in order to carry out the installation work continuously, without unnecessary disruptions and interruptions. Any postponement of the date of access to the premises is possible with the consent of the Contractor, with the relevant request in this regard by the Ordering Party no later than 5 working days before the scheduled date of installation.
- 3.2** Rooms that are adequately prepared for installation are considered to be empty rooms, with working lighting, painted, with carpeting and floor moldings laid, in which all finishing work has already been completed. Assessment of the proper preparation of the work front shall be made by the Contractor. Any dismantling and removal of furniture / other existing items from the premises is the responsibility of the Ordering Party.
- 3.3** At all times during the execution of the agreement, the Ordering Party shall provide free access to the building, parking space and access to the premises where the installation is to take place, including:
- 3.3.1** free and unobstructed unloading of furniture, in particular, the ability for delivery trucks to drive up to the facility where the assembly work will be carried out,
  - 3.3.2** the ability to freely bring furniture and other items of equipment into the rooms where they are to be installed, with particular attention to working freight elevators, passageways without obstacles that make moving difficult or impossible, and adequately wide passageways.

### **4. Remuneration:**

- 4.1** For the performance of the subject of the agreement, the Contractor shall be entitled to remuneration in the amount indicated in the agreement, in accordance with the contents of the offer - calculation annexed to this agreement. The remuneration will be increased by the amount of value added tax (VAT).
- 4.2** All payments to the Contractor shall be made by wire transfer to the bank account specified in the body of the VAT invoice.
- 4.3** If, in the agreement, the Parties have provided for an advance payment, the Ordering Party is obliged to pay it within the indicated period on the basis of the agreement or a pro-forma invoice. The Contractor will issue and deliver an advance invoice within 14 days from the date of receipt of the advance.
- 4.4** The Contractor may condition the execution of the subject matter of the agreement on the presentation by the Ordering Party of a security for payment of remuneration, for example, in the form of a bank guarantee, insurance guarantee, blank promissory note. This rule will apply in particular to such agreements in which the Ordering Party has agreed on a deferred payment date. The Ordering Party will be required to provide this security no later than 5 working days after the conclusion of the agreement.
- 4.5** With the signing of the agreement, the Ordering Party accepts the "Regulations for sending invoices in electronic form" available at <https://comodo.com.pl/pliki-do-pobrania/#pliki-do-pobrania> and authorizes the Contractor to issue VAT invoices without his signature and to send them electronically in PDF format to the

e-mail address indicated in the agreement.

- 4.6 The filing of a complaint by the Ordering Party does not relieve the Ordering Party of its obligation to pay remuneration, but in such a case the Ordering Party shall have the right to withhold payment of remuneration in the part relating to the value of the item being subject of the complaint until the defects are corrected.
- 4.7 The Contractor reserves ownership of the furniture and other furnishings installed as a result of the agreement until the Ordering Party has paid the full amount of the remuneration, together with any incidental receivables.
- 4.8 Delay by the Ordering Party in payment of remuneration or advance payment of remuneration in excess of a period of 3 working days shall entitle the Contractor to suspend performance of the agreement at the expense and risk of the Ordering Party. Unless the provisions of Section 6.2 hereof apply, once the arrears have been settled, the Contractor shall resume the work on the first available date, taking into account the availability of subcontractors and the deadlines for the performance of other obligations.
- 4.9 If the amount of remuneration is stated in the agreement in a foreign currency, the Ordering Party may pay this consideration in Polish currency, provided that the Contractor has not indicated a foreign currency account as the appropriate one for payment. In such a situation, the agreed amount of remuneration will be converted from foreign currency to Polish currency according to the exchange rate published by the National Bank of Poland on the date of issuance of the VAT invoice(<https://www.nbp.pl/home.aspx?f=/kursy/kursyc.html>).

## **5. Acceptance of works:**

- 5.1 The final acceptance of the subject matter of the agreement will be carried out on the basis of a final acceptance protocol drawn up no later than 2 working days after notification to the Purchaser of the completion of the installation work. If this deadline is exceeded or if the Ordering Party proceeds to use the subject matter of the agreement, it shall mean that the Ordering Party accepts the work without reservation.
- 5.2 The Contractor shall allow partial or quantitative acceptance during the course of the agreement in accordance with the delivery documents (GM, invoice, partial or quantitative protocol). Partial acceptance will be carried out, in particular, when the installation work will last more than 3 days or the implementation of the agreement will be divided into stages, in such a way as to distinguish individual, closed scopes of work, such as the completion of installation work in a room, on a floor, in a building.
- 5.3 Only the occurrence of material defects, i.e. defects that preclude the Ordering Party from using the subject matter of the agreement may be grounds for refusal of final acceptance of the work.

## **6. Withdrawal from the agreement:**

- 6.1 In addition to the cases provided for by applicable laws, the Ordering Party may withdraw from the agreement in the event of non-performance or improper performance by the Contractor of his obligations, that is:
  - 6.1.1 a delay in the execution of the agreement exceeding a period of 30 calendar days and failure to take measures to intensify the execution of the work at the request of the Ordering Party,
  - 6.1.2 interruption of the agreement through the fault of the Contractor for more than 30 consecutive days,
  - 6.1.3 declaration of bankruptcy by the Contractor with the option to liquidate its assets.

- 6.2** In addition to the cases provided for by applicable laws, the Contractor may withdraw from the agreement in the event of non-performance or improper performance by the Ordering Party of its obligations, including:
- 6.2.1** delays in payment of remuneration due to the Contractor in excess of 30 calendar days,
  - 6.2.2** delay in payment of the advance due to the Contractor,
  - 6.2.3** delays in the presentation by the Ordering Party of the security required by the Contractor
  - 6.2.4** interruption of the agreement for reasons beyond the control of the Contractor for more than 30 consecutive days.

The deadlines indicated herein or in the agreement for payment of remuneration, payment of advance on remuneration, and presentation of payment security shall constitute the time period reserved for performance of the obligation within the meaning of Art. 492 c.c.

- 6.3** If the Contractor was ready to perform the subject of the agreement, but suffered obstacles for reasons attributable to the Ordering Party, including the agreement was not performed as a result of withdrawal from the agreement by the Contractor for reasons attributable to the Ordering Party, or as a result of withdrawal from the agreement by the Ordering Party for reasons beyond the Contractor's control, the Contractor shall be entitled to receive the full amount of remuneration, regardless of the status of the completed work.
- 6.4** Furniture made to the individual order of the Purchaser is not subject to return or exchange. This reservation does not affect the Ordering Party's warranty rights.

## **7. Contractual penalties:**

- 7.1** The Ordering Party shall have the right to require the Contractor to pay a contractual penalty in situations such as:
- 7.1.1** violation by the Contractor of the deadline for completion of the subject matter of the agreement - a contractual penalty in the amount of 0.05% of the net value of furniture not delivered on time for each day of delay,
  - 7.1.2** violation by the Contractor of the deadline for removal of defects found during the warranty period - a contractual penalty of 0.05% of the net value of the furniture to which the defect relates,
  - 7.1.3** withdrawal by the Ordering Party from the agreement for reasons attributable to the Contractor - a contractual penalty of 10% of the net remuneration.
- 7.2** The Contractor shall have the right to demand from the Ordering Party the payment of a contractual penalty for stopping the work comprising the agreement for reasons beyond the Contractor's control in the amount of 0.05% of the Contractor's net remuneration for each day of the agreement beyond the scheduled day of completion,

## **8. Force Majeure:**

- 8.1** The parties shall not be liable for non-performance or improper (including untimely) performance of obligations under the agreement in the event of force majeure, i.e. the occurrence of sudden external events impossible to foresee on the date of commencement of cooperation, the occurrence of which was beyond the control of the Parties, for example, such as: accidents, fires, wars, disasters, road incidents during transportation, riots, natural disasters, strikes, blockades, labor disputes, events of a criminal nature.
- 8.2** The parties agree that also during the period of the occurrence of an epidemic threat or epidemic on the territory of the Republic of Poland, caused by virus activity, the Contractor shall be exempt from liability arising from non-performance or improper performance of the agreement, if the cause of this would be due to the prevailing state of epidemic emergency at the place of performance of the agreement

or outbreak or was related to these conditions, in particular in connection with: the obligation of quarantine of persons with the help of whom the Contractor performs the agreement / order, restriction or prohibition of movement by public transportation or other form of movement of persons with the help of whom the Contractor performs the agreement / order, restriction or prohibition of the Contractor's business activities, as well as other restrictions or orders of public authorities affecting the Contractor's activities.

- 8.3** The Contractor shall not be liable for violation of the deadline for completion of the subject matter of the agreement, if this is due to circumstances beyond its control, including the lack of availability of certain materials, components or equipment.

**9. Warranty:**

- 9.1** Subject to payment of the full amount of remuneration due to the Contractor and completion of the subject matter of the agreement in full, the Contractor shall provide the Ordering Party with a 24-month warranty in accordance with the General Terms and Conditions of Warranty available at <https://comodo.com.pl/pliki-do-pobrania/#pliki-do-pobrania>. Upon signing the agreement, the purchaser accepts the terms of the warranty.
- 9.2** The Contractor shall provide post-warranty service at the request of the Purchaser. The terms and conditions for the performance of this service will be agreed upon by the Parties in a separate agreement.
- 9.3** The warranty provided by the Contractor does not preclude the Ordering Party from using the independent manufacturer's warranty directly (General Warranty Terms para. 4.4, 5.14, 5.15). The Contractor's liability under the warranty is excluded.

**10. Validity of this document:**

- 10.1** This document is applicable to all agreements and orders executed by the Contractor. Any deviation from this document shall be binding on the Parties only if expressly indicated in the agreement/order.
- 10.2** Unless otherwise agreed by the Parties in writing, the use of any of the Ordering Party's agreement templates is excluded, and this is also the case if the Contractor does not expressly object to the adoption of regulations arising from them. The Contractor's accession to the execution of the agreement / order shall in no case be construed as acceptance of the agreement templates used by the Ordering Party.
- 10.3** In the event that individual provisions of the agreement or this document prove to be ineffective or unenforceable, the remaining provisions shall remain in effect. In such a case, the Parties undertake to replace the ineffective or unenforceable provisions with others in such a way that they fulfill the economic purpose of the amended provisions to the fullest extent possible.

**11. Data Protection:**

- 11.1** Each Party, as a controller of personal data, shall be responsible on its own for ensuring that the processing of personal data of persons from whom it has directly obtained data in connection with the performance of the agreement complies with current laws, in particular, it shall be obliged to obtain the necessary consents of such persons and comply with the information obligation. The full GDPR information clause and the Contractor's Personal Data Processing Policy is available at: <https://comodo.com.pl/pliki-do-pobrania/#pliki-do-pobrania>
- 11.2** The Ordering Party also agrees that the Contractor may include information about the cooperation with the Ordering Party in its marketing materials.

**12. Photo and video documentation:**

- 12.1** The Ordering Party hereby authorizes the Contractor to prepare photographic or video documentation during

the performance of the agreement and to disseminate the image of the property and premises where the installation service will be performed, by publishing these materials on the Contractor's website, internal newsletters, social media, advertising brochures, press materials, etc., including for the purpose of advertising or promoting the products and work performed by the Contractor.

- 12.2** The Ordering Party agrees that the Contractor may process its image captured in photographs and recordings taken during the execution of the agreement and disseminate the company's insignia (including its trademark or logo) for advertising, promotional and marketing purposes, including through placement on the Contractor's website, social media, bids, advertising brochures and press materials. The Ordering Party shall have no claim against the Contractor for giving this consent.
- 12.3** The Ordering Party may use the film or photographic documentation made by the Contractor during the execution of the subject of the agreement, for its own purposes. This authorization includes the use of the documentation for marketing and promotional purposes, including by publishing these materials on the website, electronic internal newsletters, social media, advertising brochures and press materials. Any other use of the documentation, particularly for commercial or profit-making purposes, is not permitted.
- 12.4** The Ordering Party shall include information about the Contractor in any communication concerning the subject matter of the agreement, particularly in press, television or Internet publications, by including a reference to the fact that the author of the visualization or arrangement designs, or the Contractor of the equipment is a company under the name "COMODO GROUP Spółka z ograniczoną odpowiedzialnością" Spółka komandytowa. The Ordering Party may not remove, obscure or alter the Contractor's markings or logos placed on the photographic documentation, including in the form of a watermark, for example, with the following wording: "Design by COMODO", "Fit-out by COMODO".
- 12.5** The Ordering Party does not have the right to make any changes to the photographic or video documentation provided to it, but the Contractor allows for additional labeling of photographic materials by adding the Ordering Party's logo, name or brand of the Ordering Party. Such changes require the approval of the Contractor, expressed at least in e-mail correspondence, and the size and appearance of these markings should be similar to the Contractor's existing markings.

### **13. Contact information:**

- 13.1** The persons responsible for the implementation of the subject of the agreement on the part of the Ordering Party and the Contractor will be identified in the agreement.
- 13.2** The person responsible for the implementation of the subject of the agreement on the part of the Purchaser is authorized to perform the acceptance of the subject of the agreement and to make all ongoing arrangements for the implementation of the work.
- 13.3** Ongoing communication or correspondence of the Parties regarding the implementation of the agreement will be conducted via e-mail.

### **14. Final Provisions:**

- 14.1** Any disputes arising from the conclusion or performance of the agreement will be resolved amicably by the Parties, and if it is not possible to reach an agreement within 30 days, the dispute will be submitted to a court of competent jurisdiction over the Contractor's place of business.
- 14.2** Any changes to the agreement must be in writing under pain of nullity.