

WHOLESALE REGULATIONS GODAN S.A.

- These wholesale purchase regulations have been prepared for the purpose of specifying the terms of wholesale cooperation between contractors, and the enterprise GODAN Spółka Akcyjna, 05-850 Ożarów Mazowiecki ul. Poznańska 138, NIP: 5223046800, KRS: 0000584770.
- 2. GODAN S.A. provides its clients with a wholesale Cutomer Panel (B2B shopping platform) through which they can place an order, check product availability and a price.
- 3. In order to obtain the status of a wholesale customer, you must make the first purchases for a minimum of 600 PLN net.
- 4. The domestic customer receives the data for logging in to the application submitted via the mailbox zamowienia@godan.pl. For the foreign customers: export@godan.pl
- 5. Prices visible in the B2B system and commercial offers sent electronically are expressed in the currency preferred by the client. The default currency for domestic wholesale customers is Polish zloty, and in the case of wholesale foreign clients, the euro. The given prices do not include shipping costs.
- 6. Access to the Customer's Panel requires the consent to the processing of personal data.
- 7. The prices presented on the B2B shopping platform shows the actual customer's discount.
- 8. The quantity of ordered products should match the packaging quantity.
- 9. The final price is the product price valid at the time of placing the order by the customer. Placing an order means that the prices were accepted.
- 10. GODAN S.A. reserves the right to change these terms and conditions at any time without notice.
- 11. GODAN sets individual discounts for each customer. The amount of the discount depends on the amount of the customer's annual turnover. As a consequence, discounts may vary for individual customers. Regardless of the discount granted, each customer can get a discount on the purchase of the collective packaging of the product. Accessories such as sealants, reducers, seatposts, stands, blowers and other products from this category are excluded from discounting.
- 12. GODAN S.A. reserves the right to change the customer's discount at any time without notice.
- 13. An order is considered to have been placed when the "Order and pay" button is used.
- 14. Creating an order is connected with an obligation to pay and acceptance of the regulations established by GODAN S.A.
- 15. Order processing may be suspended if the customer has a previous unpaid invoices.
- 16. The quantities of delivered products may be different from the quantities ordered by the customer. The sales representative will always send the customer a backorder.
- 17. Proforma issued for the order is not a final document, but is only a prediction of what will be on the final document (invoice or receipt).
- 18. In the case of abroad customer's, the order is transferred for processing after the payment to the account has been recorded. Usually shipments are completed and sent

within 3 business days. During the high season, the completing time can be extended up to 5 business days.

- 19. In the case of domestic customer's after form of the payment has been settled (collection on delivery/ pre-payment in this case the registration of the payment on the account decides about the forwarding of the order) Usually shipments are completed and sent within 3 business days. During the high season, the completing time can be extended up to 5 business days. Shortening the time of packing the order is significantly affected by selecting the unit of the ordered product as a collective packaging.
- 20. If the order has been completed and the sales document has been issued and the shipment has been sent, it is not possible to change the order or cancel it. Orders placed after the primary order has been closed are treated as a separate order.
- 21. Along with the order, the customer receives a sales document. It is located under the consignment note.
- 22. At the customer's request, the sales document can be sent electronically. For this purpose, it is necessary to indicate the e-mail address for the invoice and information about the person who is authorized to receive it.
- 23. Orders are sent via courier companies which GODAN S.A. has currently a signed contract, shipments are carried out in cooperation with the following courier companies: GLS, DPD, Schenker and Dachser. The above list applies to domestic and foreign orders.
- 24. Shipping orders are carried out several times a day, in accordance with the schedule of these. GODAN S.A. selects a convenient courier company that will pick up the parcel as soon as possible, unless the customer clearly wishes to send the shipments via his preferred courier company with which GODAN S.A. has a signed contract.
- 25. Shipments are carried out to the address provided during the registration of the wholesale customer account, unless the customer indicates a different delivery address when placing the order. After completing the order, it is issuing the sales document and sending it, it is not possible to change the shipping addresses from the sender level. The only available form of changing the delivery address is the recipient's contact with the courier company.
- 26. Orders with the option " Pick Up" can be received at: ul. Poznańska 138, 05-850 Ożarów Mazowiecki. In order to influence the speed of completing such an order, the following must be added in the "Remarks" field: PICK UP at Godan. Pick up date has to be settled with the
- 27. Usually the delivery takes about 24 hours, however it may be extended due to the current condition of the occupancy. The delivery time depends on the time of transport to the country of destination. Details of the information are provided by the assigned sales representative.
- 28. Shipping cost for shipments abroad will be determined individually.
- 29. Transport costs for domestic customers are as follows:
- 30. The shipping cost of 1 carton is:
 - 1. For orders in the range of up to PLN 299.99 net, the cost of sending 1 carton is:
 - PLN 28,00 net in the case of electronic payment
 - PLN 33,50 net in the case of cash on delivery
 - 2. For orders in the range of PLN 300.00 599.99 net, the cost of sending 1 carton is:
 - PLN 23,00 net in the case of electronic payment
 - PLN 26,50 net in the case of cash on delivery
 - 3. The cost of sending a pallet (the so-called Euro-pallet) is PLN 150 net,

- 4. Sending parcels for orders over PLN 600 net is completely free, provided that the order cannot exceed 2 cartons. For orders greater than 2 cartons, the 3rd and each subsequent carton will be invoiced according to the shipping costs stated above.
- 5. Sending parcels for pallet orders above PLN 3000 net is free, with the exception of selected groups of goods (eg straws).
- 31. The purchased goods are not refundable. In exceptional cases, you should contact your sales representative directly, who will decide on the occasion of the return.
- 32. In the case of a complaint of goods purchased at GODAN S.A., the Customer has to cover the cost of the shipping bears the direct costs of sending the products back to the seller. Only products purchased from GODAN S.A. are subject to complaints. Complaints are considered within 14 days from the date of their correct submission. By correctly filing a complaint should be understood primarily to submit it on the current complaint form and send it in electronic form to the email address: reklamacje@godan.pl.
- 33. The original complaint form has to be attached to the return products. All the return products have to be send to the address: Godan Spółka Akcyjna, ul. Poznańska 138, 05-850 Ożarów Mazowiecki.
- 34. The complaint products needs to be in their original packaging.
- 35. Customer has the right to lodge a complaint if:
 - 1. The purchased product has a Factory defects,
 - 2. The purchased product was damaged during delivery for this purpose it is necessary to prepare a complaint protocol with the courier.
 - 3. The purchased product as sold as incomplete.
- 36. Missing products from the orders should be reported by the customer no later than within 7 bussiness days from the delivery date as described in the previous points.
- 37. During delivery of the parcel, in case of observing external damage, the customer is obligated to prepare a complaint report in the presence of the courier. This protocol is the basis for advertising the quality of the forwarding service, as well as for the submission of a claim for payment of the equivalent of the damaged goods. Complaints of this kind should be reported directly in the Customer Service Office of the shipping company delivering the parcel.
- 38. GODAN S.A. makes every effort to maintain the continuity of supply and availability of goods. However, it does not guarantee that each time it will have the entire range and a sufficiently large amount of it. Business customers (wholesalers) should anticipate their demand resulting from seasonality and consequently make purchases in advance. It is possible to place an order with a minimum of three months in advance, directly to your sales representative, who, if possible, will manage factories and logistics, and will trend to ensure the availability of this product.
- 39. In matters not covered by these Regulations, the provisions of Polish law, in particular the Civil Code, shall apply.
- 40. In order to process orders GODAN S.A. with its registered office in Warsaw at ul. Atlasowa 17 (02-437), collects the following contractor data: name, surname, company name, shipping data, telephone numbers, email addresses. In accordance with the Act of 10 May 2018 on the protection of personal data (Journal of Laws from 2018, item 1000) and in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals in connection with the processing of personal data GODAN SA provides the opportunity to change their withdrawal data at any time and the possibility of being forgotten. In addition, with the consent of the customer, Godan collects data for marketing

purposes. The storage time of customer data corresponds to the storage period of accounting documents - 5 years. In order to delete data or modify them, please contact the Personal Data Protection Inspector directly at: damian.skurczynski@godan.pl

41. To properly use the platform, we require the current version of Google Chrome, Mozilla Firefox or Apple Safari (we do not support Microsoft Internet Explorer or Edge browsers) current Windows version (e.g. Windows 7, Windows 10). Old operating systems, e.g. Windows XP, VISTA, do not allow installing current browser versions.

Rules of the claiming foil balloons

- Foil balloons produced by GODAN: The condition for consideration of the complaint is the use of the appropriate automatic reducer from Conwin, intended for inflating balloons. The number of damaged balloons must exceed 5% of the purchased quantity. Less than 5% is considered as an acceptable amount of damage in a batch of goods. Therefore, it should be included in the calculation of sales prices. The cost of helium lost due to balloon failure is not refundable. Only visible production defects can be complained. Complained can not be accepted. The complaint product should be returned to the seller in their original packaging. Only visible production defects can be complained. Complaints can not be accepted if the balloon is damaged mechanically or as a result of the improper packing.
- 2. QUALATEX foil balloons: The condition for consideration of the complaint is the use of the appropriate automatic reducer from Conwin, intended for inflating balloons. Any number of balloons can be complained. The cost of helium lost due to balloon failure is not refundable. Complained balloons should be returned together with their original packaging. Only visible production damage can be complained. Complaints will not be accepted if the balloon is damaged mechanically or as a result of improper packing. Proof of purchase is required to submit a complaint, and the product should be bought in one of the stores of the GODAN S.A. company.
- 3. FLEXMETAL foil balloons: FLEXMETAL balloons are sold at what distribution prices and therefore only visible production defects can be complained. Therefore, it should be included in the calculation of sales prices.
- 4. AMSCAN foil balloons: The condition for consideration of the complaint is the use of the appropriate automatic reducer from Conwin, intended for inflating balloons. Any number of balloons can be complained. The cost of helium lost due to balloon failure is not refundable. Complained balloons should be returned together with their original packaging. Only visible production damage can be complained. Complaints will not be accepted if the balloon is damaged mechanically or as a result of improper packing. Proof of purchase is required to submit a complaint, and the product should be bought in one of the stores of the GODAN S.A. company.

Rules for claiming latex balloons:

1. The condition for considering the complaint is the use of an appropriate automatic Conwin reducer or an appropriate pump or electric blower, pumping the balloon to the size specified by the balloon manufacturer. The cost of helium and sealant gel lost to balloon failure is not refundable. The complaint product should be returned to the seller in their original packaging.

- 2. Due to the specificity of latex balloons regarding the method of their storage and pumping (temperature, humidity, sunlight, amount and type of gel used, method of binding, amount of air / helium), in addition to the claimed balloons (in the form of so-called shreds), the customer is also obliged to return good balloons (not inflated) from the ordered batch (packaging) of balloons.
- 3. The balloons under complaint should be reported immediately after noticing the irregularities. A detailed description of the pumping process and photographs can speed up the consideration of complaints.