January 2023

General terms of cooperation and standards applicable for LUVA brand customers

1. <u>Financial issues:</u>

- a) Transport orders with a net value above EUR 1000 are sent by courier at the expense of LUVA. Orders with a net value below EUR 1000 are sent at the buyer's expense, regardless of the number of boxes.
- b) Terms of payment advanced payment while ordering.
- c) When ordering large quantities, additional security may be required in the form of: bill of exchange, bill of exchange agreement, commercial contract.
- d) For orders over EUR 5000 payment terms are individually agreed.

2. Orders:

- a) Orders shall be placed in writing: by email to the address: katarzyna.fratczak@luva.menu or sylwia.portala@luva.menu
- b) Prior to realization of order for product or samples, copies of the following documents are required: record in the Register of Companies or copy of entry in the commercial register, TAX identification number.
- c) The prices given in the catalog are net.
- d) Lead time shall be each time agreed.
- e) The condition of proper realization of delivery is sending by the buyer correct data for invoice and consignment address.
- f) Offers validity: 14 days.

3. Materials:

 a) Natural leathers used in leather products are characterized by visible tiny spot scratches, dye penetrations, dots of the dye, differences in shade, rough grain, wrinkles and other single marks that emphasize the uniqueness and originality of a leather product. These marks should be treated as a proof of authenticity and noble origin of the leather from which a given product is made. Mentioned characteristics are not covered by guarantee.

4. Others

- a) Guarantee for purchased products is 1 year from the date when the item was sold to the buyer.
- b) The Employer declares to have free and clear copyright and/or other rights to all source materials (e.g. graphic designs, visualizations, logotypes) submitted to the Contractor, required to realize the placed order, in the areas and fields of application enabling, pursuant to the law, to use the same in a way specified in the order, and that the same are free of any legal defects and do not infringe any rights of third parties or do not constitute an act of unfair competition.
- c) The Employer shall be on the basis of the above fully liable for damages (in the event that any claims are raised against the Contractor by third parties in connection with the submitted source materials, the Employer shall be obliged to satisfy the same directly or reimburse the Contractor with amounts equal to the sums or other compensation that the Contractor had to pay to satisfy the claims of third persons. The Employer shall be also liable for litigation expenses suffered by the Contractor).
- d) While keeping its right to all source materials submitted to the Contractor, the Employer hereby authorizes the Contractor to use the materials exclusively for the purpose of realizing the placed order.

The present offer is an integral part of the catalog of products manufactured by our company.