
1. Scope of application

1.1. General Cooperation Conditions below constitute the basis of cooperation referring to all current and future deliveries and services provided by Noti to the Contractor.

1.2. Placing an order by the Contractor is equivalent to approving by them the present General Cooperation Conditions.

1.3. The present General Cooperation Conditions are applicable for an indefinite period of time. In the case of any conflict of one of the points of General Cooperation Conditions with the law in force on the Contractor's market, the Parties declare to begin negotiations in order to obtain the compliance of the present provisions with the law in force on the Contractor's market.

1.4. Law applicable for the settlement of any potential disputes which may arise in connection with the performance of the present General Cooperation Conditions is the Polish law and the court competent for the settlement of disputes is the court of competent jurisdiction over Noti's seat in Poznań.

2. Discount system

2.1. The amount of trade discount is each time specified individually with the Contractor. At Noti's side, persons responsible for establishing the amount of trade discounts are Commercial Consultants.

3. Online sales conditions

3.1. Selling Noti products online requires the conclusion of a separate agreement between the Parties.

4. Price list

4.1. Standard Noti products are sold basing on the price list. The price list depends on the territory. The Price List expressed in EUROS is applicable for transactions with the Contractor.

4.2. Noti declares that they run a consistent price policy according to which all distributors are required to officially present the prices included in valid Price Lists. It refers in particular to presenting the prices on their websites.

4.3. Modification of the Price List:

4.3.1. Noti reserves the right to introduce changes in prices included in the Price List.

4.3.2. Information concerning the modification of the Price List is announced at least 30 days before the modification of prices which become valid after the expiry of this period.

4.4. Within 14 days from obtaining official notification on the modification of the Price List, the Contractor has the possibility to inform Noti in writing about the submitted offer and products currently included in the offer in order to obtain the guarantee of price stability at the current level. Noti shall issue price guarantee for the presented offers for the period of minimum 3 months from the date of the new Price List coming into force. The notification shall include the name of the end customer as well as the names, quantity and configuration of products included in the offer.

5. Payment conditions

5.1. Contractor establishing the cooperation as well as the Contractor who did not perform any purchase for the period of the last 12 months perform their first three purchases basing on the 100% prepayment before the order being forwarded for manufacturing.

5.2. Noti's standard payment deadline is 14 days from the issuing of the invoice.

5.3. The Contractor may be granted a longer payment deadline in special cases, e.g. within the tender procedure or for network sales.

5.4. If there exist any Contractor's payable liabilities towards Noti, the latter reserves the right to suspend the performance of orders until the settlement of the amount due and to perform subsequent orders exclusively basing on 100% prepayment.

5.5. The delivered goods remain the property of Noti Sp. z o. o. until all liabilities of the contractor are fully settled.

6. Exposition

6.1. Noti makes it possible to purchase specific products for exposition purposes on preferential conditions, i.e. with additional discount established with the Commercial Consultant.

7. Conditions applicable for placing the orders

7.1. Orders are submitted by the Contractor to: order@noti.pl

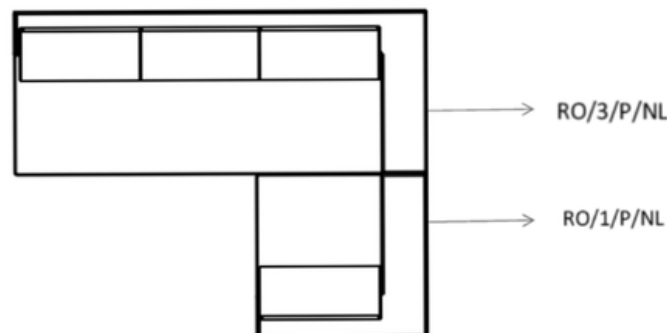
7.2. Each new Contractor, before placing their first order, is obliged to submit the details necessary to register them in the system, i.e. Contractor's full company name, the address of their seat, Tax ID number NIP.

7.3. Each Contractor is obliged to submit in writing without unnecessary delay the update of their registration details if any of them are subject to change.

7.4. Contractor's orders are confirmed by Noti as accepted for performance on the first working day, calculated from the moment of receiving complete order (the required details are: symbol, upholstery, type and color of the base according to the applicable sample card) excluding:

- when the Contractor does not have their trade credit limit granted, deadline for the performance of the order shall be calculated from the moment of crediting Noti's bank account with the agreed amount,
- when the order is incomplete, Contractor receives a message asking them to complete the order. One day necessary for forwarding the order for performance is calculated from the date of submitting the revised order positively verified by Noti.

7.5. Each order consisting of several modules combined within the collection should include a drawing attached, representing the outline of their arrangement with subsequent ordered items clearly marked. Please find the acceptable outline below:



7.6. The orders based on non-standard cooperation conditions, connected e.g. with the modification of the discount, payment method, packaging technology, delivery destination and other physical characteristics of a product considered non-standard, are placed basing on the prior pricing prepared by Noti.

8. Conditions for withdrawing from the order

8.1. The Contractor has the right to modify or cancel the order placed within 1 working day calculated from obtaining order confirmation from Noti without any financial consequences at Contractor's side.

8.2. In the case of modifying or cancelling the order placed later than the deadline referred to in point 8.1, Noti reserves the right to charge the Contractor with all costs connected with launching the manufacturing process for a given order. Noti shall inform the Contractor about the amount of costs to be incurred by the Contractor immediately after calculating them.

9. Rules for treating non-standard orders

9.1. Non-standard product is a product or product configuration not included in the applicable price list or template card offer.

9.2. Orders referring to non-standard products shall each time be consulted by the Contractor with their Commercial Consultant.

9.3. Noti shall submit to the Contractor in writing the offer including the pricing of a non-standard product within the deadline agreed with the Contractor together with estimated performance period for a given non-standard order.

9.4. Non-standard orders are performed basing on the order submitted by the Client and the pricing provided beforehand.

10. Order manufacturing period

10.1. It usually takes 6 weeks to manufacture standard orders.

11. Delivery conditions

11.1. Unless otherwise agreed by the Parties, delivery shall take place following the EXW conditions upon prior confirmation of receiving capacity with the Sales Department.

11.2 Each of the Parties shall bear the costs of customs clearance required within a given territory.

11.3. Other conditions of delivery and cost sharing can be agreed individually with Commercial Consultant depending on the level of cooperation.

11.4. Delivery of products directly to end customer specified by the Contractor needs to be agreed and priced with Commercial Consultant before placing the order. The Contractor is obliged to notify Noti in writing about the delivery address agreed beforehand and the contact person authorized to receive the products.

11.5. The Contractor is obliged to inform Noti about any technical, infrastructural and road limitations making it impossible to perform the delivery both to their warehouse as well as to the end customer. In the case of the Contractor's warehouse or the destination for receiving the products by the end customer being located within the zone closed for vehicle traffic or the zone with limited delivery trucks traffic, the Contractor is obliged to specify another destination for delivery. Failure to fulfil the information obligation referred to above authorizes Noti to charge the Contractor with the costs of non-performed delivery.

11.6. Delivery to Contractor or end customer is understood as a single delivery to their warehouse and does not include bringing the products inside and unpacking them in their target spaces.

11.7. In order for the products to be released, the delivery needs to be accepted by company stamp, legible signature of the person authorized to receive the products and by writing in the delivery date.

11.8. Noti reserves the right to charge the Contractor with the costs of warehousing (storage) of the products when the Contractor refuses to accept or collect the ordered products on the agreed date, in the amount of 0.5% of the value of the products ordered for each day of their warehousing beyond the date agreed in the order.

12. Final conclusions

The manufacturer reserves the right to implement the changes within colours, patterns, dimensions of the displayed furniture products, as well as technological solutions. The information included in the price list is not an offer in the legal meaning, but is only published for informative purposes.
