

RULES OF DELIVERY OF GOODS UNDER THE MTS WAREHOUSE PROGRAM.

1. General terms and conditions for the participation in the MTS program

- 1.1. In order to increase availability of the goods offered by Woodeco sp. z o.o with the registered office in Wrocław, ul. Strzegomska 42AB, 53-611 Wrocław, entered in the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number KRS 0000247423, NIP 7191503973, as well as the REGON register number: 200052769 (hereinafter referred to as the **Seller**), and to ensure short delivery deadlines, the Seller offers the Buyers specific terms and conditions for the delivery of goods within the framework of the MTS offer. The set of rules described in this document is hereinafter referred to as the **MTS program**.
- 1.2. This program is addressed to entities which entered into the agreement with the Seller on cooperation in the area of sale of goods, and joined the MTS offer program by its signing (hereinafter referred to as the **Buyers**).
- 1.3. These rules apply to goods offered by the Seller. The Seller shall determine the list of these goods and forward it to the Buyer. The list of goods shall be updated not more than once per calendar quarter. The Seller declares that the purpose of changes on the list of goods shall be to adapt the list to the capabilities of the Seller and the needs of the Buyer. The list of goods shall be forwarded to the Buyer via e-mail to the address provided by the Buyer.
- 1.4. Provisions of the applicable framework agreement on cooperation in the sale of goods, binding on the parties, shall apply to all issues not regulated by these rules.
- 1.5. Participation of the Buyer in the purchases under the MTS program is voluntary and the Buyer may terminate it at any time by sending cancellation, in a written form on pain of nullity, to the address of the Seller.
- 1.6. Duration of the program is unlimited, however, depending on the needs of the Seller, it may be terminated or its terms and conditions may be changed subject to a one-month notice taking effect at the end of the calendar month.
- 1.7. Change of the terms and conditions, termination of the program referred to in section 1.6, or resignation from the participation in the program referred to in section 1.5, do not affect obligations of the parties relating to the fulfilment of orders placed/accepted before the date of entry into force of the change of the terms and conditions of the program, its termination or before the date of resignation.

2. Orders and delivery of goods under the MTS program

- 2.1. An order under the MTS program may be placed within the merchant credit limit granted to the Buyer, by the Buyer that is not in delay in the payment for goods purchased from the Seller below 30 days.
- 2.2. When placing an order through Woodeco's Customer Service or a B2B portal provided by the Seller, the Buyer should specify that the order is placed within the framework of the MTS program. MTS orders may not be combined with orders for goods not covered by the MTS program.
- 2.3. The Buyer has a possibility to order goods covered by the MTS program also under an MTO production order with the standard delivery deadline (10 working days), however the Buyer is obliged to separate such orders and explicitly specify their type by indicating the name of the MTS program or MTO production order.

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- 2.4. The terms and conditions set forth in this document apply to orders under the MTS program accepted by the Seller. The parties acknowledge that confirmation of the order acceptance sent by the Seller shall be deemed as conclusion of the sale agreement.
- 2.5. The Seller shall confirm acceptance of the order placed under the MTS program on the working day on which the Seller received that order, provided that the order was received by 12.00. Orders received after 12.00 may be confirmed on the next working day.
- 2.6. The order will be fulfilled by the Seller within up to 5 working days from the date of the order.
- 2.7. In the case of:
 - 2.7.1. orders for goods under the MTS program with transportation on the part of the Seller (delivery by the Seller), the Buyer shall be obliged to unload and receive the goods delivered by the Seller in accordance with the order fulfilment date earlier confirmed,
 - 2.7.2. orders for goods under the MTS program to be collected by the Buyer, the Buyer shall be obliged to collect such goods from the Seller's warehouse within the time limit specified in the order confirmation sent by the Seller.
- 2.8. In order to ensure ongoing liquidity and availability of the warehouse offer for all recipients, all orders accepted by the Seller within the framework of the MTS warehouse offer and not collected on the loading date (own collection) or date of delivery by Woodeco confirmed by the Seller, for reasons other than reasons lying on the part of the Seller, shall be automatically cancelled in the Seller's system without any additional arrangements with the Buyer. In such cases, the Buyer shall not have the right to any claims related to the cancellation of such an order.
- 2.9. If the Buyer fails to collect MTO production orders on the confirmed dates, the Seller may refuse to confirm to the Buyer fulfilment of an order placed under the MTS warehouse offer.
- 2.10. Orders placed under the MTS warehouse offer shall be accepted and fulfilled only in full-pallet quantities and standard packaging.
- 2.11. In the case of goods from the MTS warehouse offer, there is a possibility of partially-loaded truck deliveries (weight of goods within the range between 7.5 t and 21 t) for an additional charge per each unload-ing point in the amount of PLN 350/point.
- 2.12. As a rule, sale of materials chosen under the warehouse offer is not subject to restrictions. However, in the event of a breakdown or if the order cannot be fulfilled due to the lack of a sufficient quantity of goods in the warehouse, the Seller reserves the right to refuse the order or to change dates or quantities under the MTS warehouse offer, which the Buyer shall be immediately notified about if such a situation occurs.

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On behalf of the Buyer/As the Buyer, I express my intention to participate in the MTS program under the terms and conditions set forth in these rules

Name/Company	
Address:	
Tax identification numer NIP:	
E-mail addresses to which the list of goods shall be forwarded:	
Authorized representative	
Date/ Signature/ Stamp	