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NORD KIDS

B2B PLATFORM TERMS AND CONDITIONS

Version 2.0

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B2B Platform Terms and Conditions, version 1.0

§ 0. Details of the Service Provider and Seller

The B2B Platform is operated by:

full business name: NORD KIDS spółka z ograniczoną odpowiedzialnością,

legal form: limited liability company (spółka z ograniczoną odpowiedzialnością),

registered office address / principal place of business: ul. Świeradowska 47,
02-662 Warszawa,

NIP: 5214148814, REGON: 543757665, KRS: 0001217860,

contact e-mail address: biuro@nordkids.pl,

e-mail address for complaints: biuro@nordkids.pl,

telephone number: +48 537 418 000.

In the remainder of these Terms and Conditions, this entity is referred to as "Nord Kids".

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§ 1. Subject matter and scope of the Terms and Conditions

1. These Terms and Conditions set out the rules under which Nord Kids provides services by electronic means via the B2B Platform, the rules for creating and using an Account, placing Orders, and concluding and performing Sales Agreements with Clients.
2. The Terms and Conditions constitute standard contractual terms and are made available to the Client prior to the conclusion of the agreement in a manner that allows the Client to obtain, reproduce and store them.
3. Use of the functions requiring login and the placing of new Orders is conditional upon acceptance of the current version of the Terms and Conditions and of the other documents designated on the Platform as mandatory.
4. Separate documents may form an integral part of the rules of cooperation, in particular the Terms of Commercial Cooperation, the Non-Disclosure Agreement (NDA), the Marketing Materials Licence, the Privacy Policy and the Cookies Policy.
5. Individual arrangements made with the Client shall take precedence over the Terms and Conditions to the extent that they expressly depart from them.

§ 2. B2B nature and status of the Client

1. The Platform is intended exclusively for entrepreneurs, legal persons, organisational units carrying on business or professional activity, and persons acting on their behalf.
2. The Client declares that Orders placed via the Platform are of a professional nature for the Client and are directly connected with the Client's business or professional activity.
3. The person registering or placing an Order declares that they are authorised to act on behalf of the Client and to accept the documents in force on the Platform.
4. If mandatory provisions of law grant a given Client rights similar to those of a consumer, the provisions of the Terms and Conditions shall apply subject to those provisions. The Client's declaration alone does not exclude the protection granted by statute.

§ 3. Definitions

Account Administrator - the person designated by the Client as the principal user of the Account, authorised to manage the access rights of other Users.

Mandatory Documents - the Terms and Conditions and other documents whose acceptance is required for the activation or continued use of specified functions of the Platform.

Business Day - any day from Monday to Friday, excluding public holidays in Poland.

Client - the entity referred to in § 2(1) that holds an Account or places an Order.

Account - a dedicated part of the Platform assigned to the Client, accessible upon authentication.

Materials - photographs, videos, graphics, visualisations, descriptions, catalogues, instructions, files and other materials made available by Nord Kids.

Nord Kids - the entity identified in § 0, being the service provider of the Platform and the seller of the Products.

Offer - commercial information or a commercial proposal from Nord Kids addressed to the Client which expressly indicates that it is binding.

Platform - the B2B online service operating at nordkids-b2b.com, together with its functions.

Order Confirmation - a message or a status on the Platform by which Nord Kids accepts an Order for fulfilment and indicates its key terms.

Product - goods designed, manufactured or offered by Nord Kids.

Terms and Conditions - these Nord Kids B2B Platform Terms and Conditions in their current version.

Sales Agreement - an agreement for the sale of Products concluded between Nord Kids and the Client.

User - a natural person using the Account on behalf of the Client.

Order - a declaration by the Client expressing the intention to purchase the indicated Products on specified terms.

§ 4. Services provided by electronic means

1. Nord Kids provides by electronic means, in particular, services consisting of: enabling registration and maintaining the Account; presenting the B2B offering; making prices and materials available; enabling the placing and

tracking of Orders; and conducting communication relating to the cooperation.

2. The agreement for the provision of the Account service is concluded upon activation of the Account or upon the first successful login following acceptance of the required documents - depending on the process applied on the Platform.

3. The Account service is provided free of charge, unless Nord Kids expressly informs the Client of the price and terms before a specific paid function is ordered.

4. The Client may withdraw from the Account service at any time by submitting an instruction to the e-mail address indicated in § 0, subject to the performance of existing obligations and the retention of documentation required by law.

§ 5. Technical requirements and security

1. Use of the Platform requires: a device with Internet access; an up-to-date browser supporting JavaScript, cookies and TLS encryption; an active e-mail address; and software enabling the reading of files made available on the Platform.

2. The Client should use up-to-date software, anti-virus protection and appropriate measures to protect access credentials.

3. Nord Kids may introduce multi-factor authentication or other security measures. The Client and the Users are obliged to comply with reasonable security requirements.

4. The Client may not take actions that interfere with the operation of the Platform, circumvent security measures, perform unauthorised testing, use malicious software, or automatically extract data without the consent of Nord Kids.

§ 6. Prohibited content

1. The Client may not supply or publish via the Platform any content that is unlawful, infringes the rights of third parties, is misleading, contains malicious code or is contrary to good practice.

2. Nord Kids may block access to content or functions where this is necessary for security, for the performance of a legal obligation, or for the protection of the legitimate interests of Nord Kids, Clients or third parties.

3. Where possible and where it does not jeopardise the purpose of the action, Nord Kids will inform the Client of the reason for the restriction.

§ 7. Client registration and verification

1. Registration requires the provision of true, current and complete details of the Client and the User.
2. Nord Kids may request documents or information confirming identity, business status, the authority of the person registering, the delivery address, the EU VAT number, or other data needed for the secure conduct of the cooperation.
3. Nord Kids may refuse to activate the Account if the data are incomplete or unreliable, the B2B status cannot be confirmed, or there is a reasonable risk of abuse, infringement of rights or non-performance of obligations.
4. Activation of the Account does not oblige Nord Kids to accept any Order or to grant a trade credit limit, discount or exclusivity.

§ 8. The Account and authorised persons

1. The Client is liable for the actions of Users using its Account as for its own actions, to the extent permitted by law.
2. The Client is obliged to update its data without delay and to withdraw access from persons who have lost their authority or have ceased to cooperate with the Client.
3. Login credentials are confidential and may not be disclosed to unauthorised persons.
4. The Client shall notify Nord Kids without delay of any suspected takeover of the Account, unauthorised access, or use of login credentials.
5. Nord Kids may temporarily block the Account in the event of a security incident, a reasonable suspicion of abuse, or the need to protect data and evidence.

§ 9. Availability and development of the Platform

1. Nord Kids exercises due care to ensure that the Platform is available, but does not guarantee its uninterrupted operation.
2. Interruptions may result from technical work, updates, failures, actions of service providers, security incidents or force majeure.
3. Nord Kids may change the functions and appearance of the Platform, provided that this does not deprive the Client of rights already acquired under concluded Sales Agreements.
4. If a planned interruption may materially affect the placing of Orders, Nord Kids will, where possible, give advance notice of it.

§ 10. Products and commercial information

1. Information about Products, photographs, visualisations and descriptions serve to identify them. Unless expressly designated as a binding Offer, they constitute an invitation to place Orders.
2. Owing to the properties of wood, fabrics and paints, hand finishing and screen settings, immaterial differences in colour, grain, texture or finish may occur which do not affect the agreed functionality of the Product.
3. Dimensions and technical parameters are specified in Product sheets, confirmations or documentation. The Client should verify them before placing an Order.
4. Nord Kids may change the assortment and the parameters of future batches, subject to the terms of Orders already accepted for fulfilment.

§ 11. Prices, discounts and taxes

1. Prices presented to the Client are net prices, unless expressly indicated otherwise. Applicable VAT is added in accordance with the law.
2. Prices may be individual and may depend on the market, volume, payment terms, logistics costs, currency, discounts or other agreed parameters.
3. The cost of delivery, special packaging, insurance, customs clearance, duties and other charges is indicated separately, unless included in the price.
4. Price lists, discounts, thresholds and individual commercial terms are intended for the given Client and may constitute Confidential Information on the terms set out in the cooperation documents.
5. A change in prices does not affect an Order accepted by Nord Kids, unless the parties mutually agree to amend its terms.

§ 12. Placing Orders

1. The Client places an Order via the Platform or through another channel expressly accepted by Nord Kids.
2. Before submitting an Order, the Client has the opportunity to check and correct the data, including the Products, quantities, variants, delivery address and invoicing details.
3. Submission of an Order constitutes an offer to conclude a Sales Agreement on the terms indicated in the Order and in the Mandatory Documents, unless a different model of contract conclusion is expressly applied on the Platform.

4. An automatic confirmation of receipt of an Order does not constitute its acceptance for fulfilment if the message expressly indicates that it is of a purely technical nature.

5. The Client is responsible for the correctness of the specifications, variants and quantities indicated in the Order.

§ 13. Conclusion of the Sales Agreement

1. The Sales Agreement is concluded upon delivery to the Client of the Order Confirmation by Nord Kids, unless individual arrangements provide otherwise.

2. Before accepting an Order, Nord Kids may verify availability, the fulfilment date, payment terms, transport and the correctness of the data.

3. Nord Kids may refuse to accept an Order in particular in the event of: lack of availability; payment arrears; exceeding the trade credit limit; inability to verify the Client; a pricing error obvious to a professional market participant; breach of the cooperation documents; or legal or security risk.

4. If Nord Kids accepts an Order in part or proposes a change, the Agreement is concluded upon the Client's acceptance of the amended terms.

§ 14. Amendment and cancellation of an Order

1. After the conclusion of the Sales Agreement, any amendment or cancellation of the Order requires the consent of Nord Kids.

2. Nord Kids may make its consent conditional upon coverage of costs already incurred, materials purchased, work performed, logistics costs and other reasonably justified expenses.

3. An amendment may affect the price and the fulfilment date. The new terms require confirmation.

4. Nord Kids may cancel an Order if its performance has become impossible for reasons beyond its control, after promptly informing the Client and refunding the amounts received for the unperformed part.

§ 15. Made-to-order Products

1. In the case of Products that are personalised, made to the Client's specifications or that depart from the standard offering, the Client is responsible for providing correct data and approving the specifications.

2. Production may commence upon receipt of the required advance payment and approval of the design, sample, visualisation or documentation - where such a stage has been provided for.

3. Changes requested after approval may be rejected or charged additionally.

4. The Client warrants that the markings, graphics, designs and instructions supplied by it do not infringe the rights of third parties. The Client is liable for claims arising from materials supplied by it, unless Nord Kids was aware of the infringement.

§ 16. Payments

1. The available payment methods and payment terms are indicated on the Platform, on the invoice, in the Order Confirmation or in individual terms.

2. The date of payment is deemed to be the date on which Nord Kids' account is credited, unless the law or the arrangements provide otherwise.

3. In the event of delay, Nord Kids may charge the interest due, pursue recovery costs, suspend the fulfilment of Orders not yet released, reduce the trade credit limit, or require prepayment.

4. Suspension of fulfilment due to arrears may correspondingly postpone deadlines.

5. The Client may not set off disputed claims against amounts due to Nord Kids without a legal basis or a written arrangement, subject to mandatory provisions of law.

§ 17. Delivery and collection

1. The method, place, cost and expected date of delivery are specified in the Order Confirmation or in individual arrangements.

2. The fulfilment date is binding only where it has been expressly confirmed as binding. In all other cases it is an estimated date.

3. The Client shall ensure conditions enabling delivery and unloading, including a correct address, vehicle access, persons authorised to take delivery and the required equipment, where unloading is the Client's responsibility.

4. If the Client fails to collect the Products within the agreed time, Nord Kids may charge reasonable costs of redelivery, storage and handling.

5. The risk of accidental loss of or damage to the Products passes to the Client in accordance with the agreed delivery terms and, in the absence of a specific arrangement, in accordance with the applicable provisions of law.

§ 18. Transport damage and shortages

1. Upon receipt, the Client should check the number of packages, the condition of the packaging and any visible damage and, where possible, record reservations in the transport document and take photographs.
2. Visible transport damage and quantity shortages should be reported to Nord Kids without undue delay, preferably within 3 Business Days of receipt, stating the Order number and providing a description, photographs and the transport document.
3. Failure to observe the time limit referred to in paragraph 2 does not result in an automatic loss of rights where mandatory provisions of law provide otherwise; it may, however, make it more difficult to establish the carrier's liability and the circumstances of the damage.
4. The Client should retain the packaging and the Product until instructions are received, where this is needed for the assessment of the damage.

§ 19. Invoices and commercial documents

1. The Client accepts the issuing and delivery of invoices and other documents in electronic form to the e-mail address or the Account, to the extent permitted by law.
2. The Client is responsible for keeping its invoicing details and VAT number up to date.
3. Corrections of data must be reported without delay. A change of purchaser after the conclusion of the Agreement may require the consent of Nord Kids and may not serve to circumvent tax law.
4. Documents are retained for the period required by law and in accordance with Nord Kids' retention policy.

§ 20. Product complaints

1. Complaints should be submitted to the e-mail address indicated in § 0 or via the Platform's complaints module, where available.
2. A complaint should include: the Client's details; the invoice or Order number; the code and quantity of the Products; a description of the problem; the date on which it was identified; photographs or a video recording; and the expected manner of resolution.
3. Nord Kids may request additional data, an inspection, or the return of the Product or a sample of it, where this is proportionate and needed for the assessment of the complaint. The method and cost of the return should be agreed in advance.

4. The Client should not repair, alter or destroy the Product complained of before enabling Nord Kids to assess it, unless this is necessary for safety or to limit the damage.

5. Nord Kids will respond within a period justified by the nature of the matter and will inform the Client of the further course of action.

§ 21. Statutory warranty (rękojmia) and liability for defects

1. In relations with Clients who are entrepreneurs, the liability of Nord Kids under the statutory warranty (rękojmia) is excluded to the extent permitted by Article 558 § 1 of the Polish Civil Code, unless individual terms or mandatory provisions of law provide otherwise.

2. The exclusion of the statutory warranty (rękojmia) is not effective to the extent that Nord Kids fraudulently concealed a defect, or in other cases in which statute does not permit such exclusion.

3. If Nord Kids has granted a commercial guarantee or has undertaken a separate quality commitment, the Client's rights arise from the content of that document.

4. Notwithstanding paragraph 1, Nord Kids may voluntarily consider justified commercial complaints in accordance with § 20, without creating a practice that is binding for the future.

§ 22. No consumer right of withdrawal

1. A Client placing an Order in a professional connection with its business activity is not entitled to the consumer right of withdrawal from a distance contract.

2. The return of non-defective Products is possible only with the prior consent of Nord Kids and on individually agreed terms.

3. This provision does not limit the rights granted by mandatory provisions of law to entities which, in a specific case, benefit from statutory protection.

§ 23. Obligations concerning safety and resale

1. The Client is obliged to store, transport, present, assemble and resell the Products in accordance with their intended purpose, documentation, warnings and the legal requirements applicable to the market in which the Client conducts sales.

2. The Client may not remove information concerning the manufacturer, batch identification, safety, instructions or required markings, unless Nord Kids consents and the law so permits.
3. The Client shall promptly provide Nord Kids with information about events that may indicate a safety risk, a serial defect, a demand by an authority, or the need to take corrective action.
4. The Client shall cooperate in information campaigns and in the recall or repair of Products to the extent required by law and proportionate to the Client's role in the supply chain.
5. The Client is responsible for its own translations, descriptions and marketing claims going beyond the materials approved by Nord Kids.

§ 24. Materials, intellectual property and related documents

1. The rights to the Platform, the Products, the designs, the markings, the databases and the Materials are vested in Nord Kids or in authorised third parties.
2. Use of the Materials is permitted solely on the basis of a separate Marketing Materials Licence or the express consent of Nord Kids.
3. The Account and access to the offering do not transfer any intellectual property rights and do not entitle the Client to copy or reproduce the Materials, to commission production, or to use the Materials for the sale of products of other origin.
4. The detailed rules for the protection of designs, documentation, know-how, photographs, videos and markings are set out in the Terms of Commercial Cooperation, the NDA and the Marketing Materials Licence.
5. A breach of the documents referred to in paragraph 4 may result in restriction of the Account, refusal of new Orders and the application of the measures set out in those documents.

§ 25. Confidentiality and commercial information

1. Information accessible after login, in particular prices, discounts, deadlines, launch plans, documentation, files and individual offers, may not be disclosed to unauthorised persons.
2. The scope, duration and rules of protection of Confidential Information are set out in the NDA or in the Terms of Commercial Cooperation.
3. The Client should restrict access to the information to those Users who need it for the performance of the cooperation and should impose appropriate confidentiality obligations on them.

4. The confidentiality obligation does not cover information which is publicly available without breach of an obligation, has been lawfully obtained from an independent source, or must be disclosed by operation of law. Where possible, the Client shall inform Nord Kids before any mandatory disclosure.

§ 26. Suspension and closure of the Account

1. Nord Kids may suspend all or part of the functions of the Account if: the Client breaches the Terms and Conditions or the Mandatory Documents; the Client is in arrears with payments; a security risk arises; there is a suspicion of fraud, unauthorised use of the Materials or infringement of rights; or the Client has not accepted the current required version of the documents.

2. The scope of the restriction should be proportionate to the risk. In particular, the placing of Orders, the downloading of Materials, access to prices, or a User's access may be blocked.

3. Nord Kids may call upon the Client to provide explanations or to remedy the breach within a specified time. In urgent or serious cases, suspension may take place before such a call is made.

4. Closure of the Account does not extinguish the obligation to pay, the confidentiality obligations, the protection of intellectual property rights, or other obligations which, by their nature, are intended to survive the end of the cooperation.

§ 27. Complaints concerning the Platform

1. Complaints concerning the operation of the Platform and the electronic services may be submitted to the e-mail address indicated in § 0.

2. The report should include the Client's details, a description of the problem, the date of the event, the browser or device used, and screenshots, where available.

3. Nord Kids will consider the complaint without undue delay, no later than within 30 days, unless the particular nature of the matter requires additional findings. The Client will be informed of any extension and of the reason for it.

4. The response will be sent to the e-mail address assigned to the Account or indicated in the complaint.

§ 28. Liability for the operation of the Platform

1. Nord Kids is liable for non-performance or improper performance of its obligations in accordance with the law and with regard to the professional nature of the cooperation.

2. Nord Kids is not liable for the consequences of incorrect data provided by the Client, the unauthorised disclosure of login credentials, the operation of the Client's systems, the lack of an Internet connection, or events beyond the reasonable control of Nord Kids.

3. To the extent permitted by law, Nord Kids is not liable for loss of profit, loss of data on the Client's side, or indirect damage, unless the damage was caused intentionally.

4. Nothing in the Terms and Conditions limits any liability which cannot be excluded or limited under mandatory provisions of law.

§ 29. Force majeure

1. A party shall not be liable for non-performance or delay caused by an event that is external, extraordinary and impossible to reasonably foresee or avoid, in particular a natural disaster, fire, war, embargo, epidemic, general strike, or disruption of energy, transport, communications or the supply of key raw materials.

2. The party affected by the event shall inform the other party without undue delay, where possible, and shall take reasonable steps to mitigate the consequences.

3. If the impediment lasts so long that performance of the Order has lost its economic purpose, the parties shall agree on an amendment or on the termination of the unperformed part of the Agreement.

§ 30. Documents in force on the Platform

1. The following documents may be in force on the Platform: a) the B2B Platform Terms and Conditions; b) the Terms of Commercial Cooperation; c) the Non-Disclosure Agreement (NDA); d) the Marketing Materials Licence; e) the Privacy Policy; f) the Cookies Policy; g) individual commercial terms.

2. Before acceptance, the Client is given access to the full content of the document, its version number and its date of entry into force, together with the option to download or save the content.

3. Mandatory documents should be marked with separate checkboxes where they concern distinct obligations of material significance, in particular confidentiality, the protection of designs and the licence for the Materials.

4. In the event of a conflict, precedence is given, in the following order, to: the individual agreement; the Order Confirmation in respect of the given Order; the Terms of Commercial Cooperation; the NDA or the Licence within the scope of their subject matter; and the Terms and Conditions.

§ 31. Electronic acceptance and evidence of acceptance

1. Acceptance takes place by consciously ticking a checkbox that is unticked by default and using the confirmation button, after having been given the opportunity to read the content of the document.
2. Acceptance is attributed to the Client and the User and to the specific version of the document.
3. For the purposes of performing the agreement, ensuring security and evidencing acceptance, Nord Kids may record: the identifier of the Client and the User, the version and a hash of the content of the document, the date and time, the IP address, session information, the authentication method and the result of the operation - in accordance with the Privacy Policy and the principle of data minimisation.
4. The Client is given the option to download the accepted document, and confirmation may be sent by e-mail or made available in the Account history.
5. Failure to tick a required checkbox constitutes a lack of acceptance and prevents activation or use of the functions indicated on the screen.

§ 32. Versioning and archiving

1. Each document has a name, a version number, a publication date and a date of entry into force.
2. A change in content creates a new, unmodifiable version. The previous version remains archived together with the evidence of acceptance.
3. The system should retain a copy of the content or a cryptographic hash of the content making it possible to demonstrate which document was accepted.
4. The Administrator should be able to generate an acceptance report for a given Client and document version.
5. The retention period is determined with regard to the duration of the cooperation, the limitation periods for claims, accounting obligations and the principle of storage limitation for personal data.

§ 33. Clients holding an Account prior to the change

1. Clients holding an Account prior to the entry into force of the new version will be informed of the change by e-mail and/or by a notice on the Platform, with the content of the documents made available.

2. New obligations concerning future cooperation require the Client's acceptance. Until acceptance, Nord Kids may restrict the ability to place new Orders, download new Materials, access new prices and use other functions relating to future cooperation.
3. The Client should retain access to information and documents concerning previously placed Orders to the extent necessary for their performance, settlement and complaint handling, unless security considerations require a different solution.
4. Orders concluded before the entry into force of the new version are governed by the terms in force at the time of conclusion, unless the parties expressly agree on a change.
5. Lack of acceptance is not implied consent. If the Client does not accept the documents, the Client may cease using the Account, and Nord Kids may refuse to conclude new Sales Agreements.

§ 34. Amendment of the Terms and Conditions

1. Nord Kids may amend the Terms and Conditions for a valid reason, in particular due to a change in the law, case law or the requirements of authorities; a change in the functions of the Platform; a change in the sales, payment or delivery process; the enhancement of security; the introduction of new services; the need to remove ambiguities; or the protection of the rights and interests of the parties.
2. The Client will be informed of the amendment at least 14 days in advance, unless an immediate change is necessary for reasons of law, security or the prevention of abuse.
3. The notice should indicate the new version, the date of entry into force and the scope of the most important changes.
4. If the amendment requires renewed acceptance, the further placing of new Orders is possible after such acceptance has been given.
5. The amendment does not affect rights acquired under Sales Agreements concluded before its entry into force.

§ 35. Duration of the service and termination of the agreement

1. The agreement for the provision of the Account service is concluded for an indefinite period.
2. The Client may terminate it at any time by submitting an instruction to close the Account.

3. Nord Kids may terminate the Account service with 14 days' notice, and with immediate effect in the event of a material breach, a security risk, fraud, infringement of intellectual property rights, persistent arrears, or the absence of entitlement to use the Account.

4. Termination of the Account service does not automatically terminate Sales Agreements already concluded or obligations that are intended to survive the end of the cooperation.

5. After closure of the Account, Nord Kids may retain data and documentation to the extent required by law or needed for the establishment, pursuit and defence of claims.

§ 36. Electronic communication

1. Correspondence relating to the Account, Orders and documents may be conducted via the e-mail address assigned to the Account and via notices on the Platform.

2. The Client is obliged to maintain an active e-mail address and to check messages regularly, including the spam folder.

3. Any change in contact details must be updated without delay.

4. Declarations for which statute or the agreement requires a specific form shall be made in that form.

§ 37. Governing law and disputes

1. The Terms and Conditions, the Platform services and the Sales Agreements are governed by Polish law, to the exclusion of conflict-of-law rules, to the extent permitted by mandatory provisions of law.

2. The parties shall first attempt to resolve any dispute amicably, setting a reasonable time limit for the other party's position.

3. Disputes between entrepreneurs will be heard by the common court having territorial jurisdiction over the registered office of Nord Kids, provided that such an arrangement is effective and permissible under the applicable provisions.

4. In the case of cross-border sales, the parties may, in an individual agreement, agree on the governing law, jurisdiction, arbitration or Incoterms.

§ 38. Severability of provisions

1. The invalidity, ineffectiveness or unenforceability of an individual provision does not affect the remainder of the Terms and Conditions, unless the purpose of the agreement indicates otherwise.

2. An invalid provision shall be replaced by the applicable provisions of law, and the parties should seek a solution as close as possible to the lawful economic purpose.

3. Failure to exercise a right in one instance does not constitute a waiver of that right for the future.

§ 39. Entry into force

1. Version 2.0 of the Terms and Conditions enters into force on the date of publication on the B2B Platform.

2. It applies to new Clients from the moment of acceptance.

3. For Clients holding an Account before the date of entry into force, the procedure set out in § 33 applies.

4. Upon effective acceptance, version 2.0 supersedes the previous Terms and Conditions in respect of future use of the Platform and new Orders.

Annex 1 - Checkboxes and declarations on the Platform

All checkboxes should be unticked by default. The document name should be an active link opening the full content, with the option to download the file. The version number and the date of entry into force must be displayed next to each document.

A. New Client - mandatory checkboxes

☐ I have read the Nord Kids B2B Platform Terms and Conditions, version [X.X], and I accept their content.

☐ I have read the Nord Kids Terms of Commercial Cooperation, version [X.X], and I accept their content.

☐ I have read the Non-Disclosure Agreement (NDA), version [X.X], and I accept its content.

☐ I have read the Nord Kids Marketing Materials Licence, version [X.X], and I accept its content.

☐ I declare that I am acting on behalf of the indicated business and that I am authorised to accept the above documents.

☐ I confirm that I will not use Nord Kids' designs, documentation, samples or materials to organise production with other manufacturers or to sell products of other origin.

Information on data processing must be provided in a separate information layer. Acceptance of the Privacy Policy should, as a rule, not be presented as consent to processing necessary for the performance of the agreement; the user should confirm having read the information, where the interface design so requires.

B. Button completing the process

"CREATE ACCOUNT AND ACCEPT DOCUMENTS" - on registration.

"ACCEPT NEW TERMS AND CONTINUE" - on updating of the documents.

Annex 2 - Notice to existing Clients

We have updated the Nord Kids cooperation documents

As from the date of publication on the Platform, new versions of the B2B Platform documents apply. Before placing your next order or downloading new materials, please read the documents and accept them below.

Until acceptance, you may access the history of your previous orders and documents, but functions relating to new cooperation may be restricted.

Lack of acceptance does not constitute consent. You may download the documents and contact us if you have any questions.

☐ the Nord Kids B2B Platform Terms and Conditions, version [X.X],

☐ the Nord Kids Terms of Commercial Cooperation, version [X.X],

☐ the Non-Disclosure Agreement (NDA), version [X.X],

☐ the Nord Kids Marketing Materials Licence, version [X.X],

ACCEPT NEW TERMS AND CONTINUE

Annex 3 - Minimum scope of the acceptance register

Field

Meaning

acceptance_id

unique, immutable identifier of the event

company_id

identifier of the Client / company

user_id

identifier of the User

document_id

identifier of the document

document_name

name of the document

document_version

number of the accepted version

document_hash

hash of the file or content, e.g. SHA-256

published_at

publication date of the version

effective_at

date of entry into force

accepted_at_utc

time of acceptance recorded in UTC

accepted_at_local

time displayed in the Europe/Warsaw time zone

ip_address

IP address, where its recording is justified and described in the Privacy Policy

session_id

identifier of the session or of the authentication event

auth_method

method of authentication

user_agent / device_info

minimal technical information, where needed

checkbox_text

the exact wording of the declaration displayed to the user

result

accepted / rejected / error

source

registration / login_gate / admin-assisted / API

evidence_export

ability to generate a PDF/CSV report together with a copy of the document

§ 40. Basis of preparation

This document takes into account, in particular, the following legal acts as in force on the date of preparation:

The Polish Act of 23 April 1964 - the Civil Code (ustawa z dnia 23 kwietnia 1964 r. - Kodeks cywilny), including the rules on declarations of intent, standard contractual terms, freedom of contract, statutory warranty (rękojmia) and contractual penalties (consolidated text published in Dz.U. of 2026, item 795).

The Polish Act of 18 July 2002 on the provision of services by electronic means (ustawa z dnia 18 lipca 2002 r. o świadczeniu usług drogą elektroniczną), including the obligation to make the terms and conditions available before the conclusion of the agreement (consolidated text published in Dz.U. of 2024, item 1513).

Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), in particular the principles of lawfulness, data minimisation, transparency and storage limitation.

The Polish Act of 16 April 1993 on combating unfair competition (ustawa z dnia 16 kwietnia 1993 r. o zwalczaniu nieuczciwej konkurencji), in particular the provisions concerning business secrets.

The Polish Act of 4 February 1994 on copyright and related rights (ustawa z dnia 4 lutego 1994 r. o prawie autorskim i prawach pokrewnych) and the Polish Act of 30 June 2000 - Industrial Property Law (ustawa z dnia 30 czerwca 2000 r. - Prawo własności przemysłowej) - in respect of the Materials, designs, markings and industrial designs.