



Table of contents

I. GENERAL PROVISIONS.....	2
II. CONTRACT EXECUTION.....	3
III. PAYMENT TERMS AND CONDITIONS.....	6
IV. PRICES.....	7
V. TRANSFER OF RISK, DELIVERY OF GOODS, SHIPPING.....	10
VI. LIABILITY.....	14
VII. RETURN OF GOODS.....	19
VIII. CONFIDENTIAL INFORMATION.....	20
IX. CONTRACT TERMINATION AND RESCISSION.....	21
X. FORCE MAJEURE.....	21
XI. RESERVATION OF TITLE.....	22
XII. PERSONAL DATA PROTECTION.....	23
XIII. FINAL PROVISIONS.....	25



I. General Provisions

1. The Seller's General Terms and Conditions of Sale (hereinafter referred to as the GTCS) define, in particular, the rules of executing and performing contracts, in particular sales contracts, delivery contracts and contracts for the provision of services (*inter alia*, installation), between JAF Polska sp. z o.o. with its registered office in Gądko, ul. Magazynowa 19, 62-023 Gądko, NIP: PL7773060321, REGON: 300874758, KRS: 0000310728, having the share capital of PLN 6,366,500.00 (hereinafter referred to as the Seller) and an entity purchasing goods or services from the Seller, not being a consumer within the meaning of the Civil Code nor a natural person entering into a contract directly related to his or her business operations, where it follows from the provisions of such a contract that this contract is not related to his or her profession (hereinafter referred to as the Buyer).
2. The Buyer must accept GTCS, subject to clause 7 below, with no reservations. If the Buyer accepts GTCS, it is considered that it consents to their application also in all future contracts entered into between the parties, until GTCS have been changed or revoked by the Seller. GTCS constitute an integral part of each contract entered into between the Seller and the Buyer (including those entered into in the future), even they are not explicitly referenced in individual cases – it is presumed that GTCS apply to any and all contracts entered into by the parties (GTCS constitute framework rules of cooperation); in particular, GTCS constitute an integral part of each Seller's offer and each Order Confirmation issued by the Seller.
3. The Seller reserves the right to amend GTCS at any time, such amendments not being applicable to contracts entered into beforehand. GTCS in their version valid as of the date when a given contract has been executed shall be applicable to such contract.
4. In the event of doubt, the provisions of the contract entered into by the Parties shall have priority over the provisions of GTCS. The Buyer agrees that, to the broadest extent admissible by the law, the provisions of GTCS shall have priority over regulations resulting from ordinary law provisions.
5. Any terms and conditions regarding contract performance contained in documents of the Buyer (e.g. general conditions of contracts, contract templates and regulations in force at the Buyer's) that are inconsistent with or deviating from the provisions of the contract entered into between the Seller and the Buyer, in particular inconsistent with or deviating from GTCS, shall be invalid and shall not be binding upon the Seller.

Under no circumstances shall the Seller's failure to explicitly object to any terms and conditions other than those contained in the contract between the Seller and the Buyer and the actual release of the goods or performance of the services by the Seller be deemed as acceptance of such other contractual terms and conditions than those contained in the contract between the Seller and the Buyer, in particular GTCS.

6. The Seller's failure to exercise any right arising from a breach of contractual terms and conditions by the Buyer shall not be construed as a waiver of such right.
7. In a contract, the Parties may exclude the legal effect of GTCS in their entirety or any particular provision thereof, as well as amend certain provisions of GTCS; this shall, however, be done in written or electronic form to valid. The changes or exclusions as regards GTCS shall apply exclusively to the given contract they form a part of.
8. The Seller reserves the right to make GTCS available on its website. The exact location of GTCS on the Seller's website may be specified, e.g. in the Seller's offer or in a document confirming order acceptance by the Seller (hereinafter referred to as Order Confirmation). The Buyer may, at any time, access GTCS at the Seller's website and save them via a teleinformatic system. The Seller may deliver to the Buyer by e-mail, together with confirmation of order acceptance, a file in the PDF (Portable Document Format)



format containing GTCS or a link to GTCS.

9. The Buyer represents that the purchase of goods or services is conducted for the purposes directly related to business or professional activities. If the Buyer is interested in purchasing goods or services for non-professional purposes, the Buyer is requested to notify the Seller thereof at the stage of contract execution.
10. In goods manufactured with the use of wood are purchased, the Seller stresses, and the Buyer represents that it is aware, that wood is a natural raw material with a diverse structure, so it may be affected by various differences proving its originality (such as various grains, colors, patterns, shapes, connections, natural “defects”).

II. Contract Execution

1. The Seller reserves the right to prepare for the Buyer, on the basis of a Buyer’s inquiry, a valuation which does not constitute an offer within the meaning of the Civil Code provisions, and is prepared based on information provided by the Buyer (e.g. concerning dimensions, parameters), documents or sketches. GTCS constitute an integral part of each valuation.
2. Before placing an order for goods, the Buyer is obliged to check the consistency of data contained in the Seller’s valuation with the Buyer’s inquiry (GTCS constitute an integral part of each valuation) and notify the Seller of any observed inaccuracies by e-mail. After receiving information from the Buyer about any inaccuracies, the Seller shall be entitled to prepare a new non-binding valuation.
3. The Buyer may submit orders (purchase offers) to the Seller, in one of the following ways:
 - > by phone (when ordering, the Buyer is obliged to provide data specified by the Seller), or
 - > in writing (such orders must be signed by the full name of the person placing the order on behalf of the Buyer), or
 - > via e-mail (such orders must be signed by the full name of the person placing the order on behalf of the Buyer).

In each of these cases, placement of the order by the Buyer shall be equivalent with acceptance of terms and conditions specified in GTCS.

4. The contract shall be concluded at the earliest of the following:
 - > when the Seller sends the Order Confirmation (not to be confused with the confirmation that an order has been received; orders prepared by the Seller’s agents or representatives on the basis of the Buyer’s needs shall be valid and binding upon the Seller only after the Order Confirmation has been sent directly by the Seller), or
 - > upon receipt by the Seller of the order referred to in Chapter II, clause 8 below (provided the order does not modify the Seller’s offer in any way), or
 - > at the time specified pursuant to the provisions of Chapter II, clause 9 (e.g., when the invoice is issued to the Buyer), or
 - > as of the date specified in Chapter II, clause 11 below, or
 - > upon the contract being executed by the Parties.



5. If the Seller accepts the Buyer's order, the Seller may send a notice to the Buyer confirming acceptance of the order (hereinafter referred to as Order Confirmation), in writing or by e-mail, within the deadline specified by the Seller.

The Seller shall not be required to send Order Confirmation, in particular, if the Buyer's order is placed on the basis of the offer submitted by the Seller to the Buyer. Any change, introduced by the Buyer, to the terms and conditions of the Seller's offer shall be deemed as a rejection of the Seller's offer and as the Buyer submitting a new purchase offer.

6. The Buyer's request to have an order or inquiry sent previously by the Buyer and not yet approved by the Seller modified shall be deemed as the Buyer submitting a new order or a new inquiry.

Where the Buyer requests to have a previously executed contract amended, and the Seller grants its consent thereto, the Buyer shall be charged with all the costs incurred by the Seller in connection with the contract performance before the amendments (e.g. if it already started implementing the original order) as well as the costs of amending the contract (in the amount specified by the Seller).

7. An order (purchase offers) sent to the Seller by the Buyer must comprise, in particular, the following elements:

- > the Buyer's details,
- > reference to the Seller's commercial communication (e.g. a non-binding valuation and the number thereof),
- > the name and number of the goods (as determined according to the Seller's standards),
- > quantity of goods, expressed in the units used by the Seller,
- > requested place and method of delivery of goods and the VAT invoice,
- > expected time of delivery / release of goods,
- > other terms and conditions relevant to the Buyer.

8. In the case of an order placed on the basis of the Seller's offer (sales offer, provided such offer was expressly submitted to the Buyer), the Buyer is obliged to indicate the following elements:

- > offer number,
- > offer date,
- > the price of the goods or services indicated in the offer,
- > quantity of goods, expressed in the units used by the Seller,
- > expected time of delivery / release of goods,
- > requested place and method of delivery of goods and the VAT invoice.

9. Submission of an order by the Buyer, in accordance with clause 7 above, shall not be binding upon the Seller, while the fact that the Seller has not sent the Order Confirmation to the Buyer shall not be deemed as "tacit acceptance of the order", unless the Seller proceeds to carry out the Buyer's order within 10 business days (counting from when the order has been received by the Seller) and has notified the Buyer of this fact within the aforementioned period (the date when the communication has been sent to the Buyer shall decide).

10. The Seller reserves the right (i.e. it shall not be obligatory) to notify the Buyer of the reasons for refusal to accept the Buyer's order.

11. If the Seller accepts the Buyer's order, but with reservations, the Buyer shall be bound by those reservations, unless the Buyer without undue delay, no later than within 24 hours (counting from when the Seller sent the reservations to the Buyer), presents its comments, if any, to the Seller's reservations (the date when the letter or e-mail has been received by the Seller shall decide). The Buyer's submission of comments to the Seller's reservations may be deemed by the Seller as the Buyer's cancellation of the



previous order and placement of a new order, in which case the provisions of the preceding sentences shall apply accordingly.

12. In the event of circumstances justifying (in the Seller's opinion) a change in the terms and conditions specified in the contract, related, in particular, to the technical, quality, logistics (transport) aspects thereof or the scope of the contract, the Seller reserves the right, pursuant to a separate understanding (executed in writing or by e-mail) – which would provide, in particular, for additional remuneration and a new deadline for the contract performance – to perform the amended contract.

If the Buyer does not grant its consent, expressed in writing or in electronic or documentary form (within a deadline specified by the Seller, not less than 2 days of when the Buyer has been notified; the date when such consent has been received by the Seller shall decide), to a proposal to amend the terms and conditions of the contract, in the scope specified by the Seller, each Party shall have the right to rescind the given contract, within 15 days of when the deadline for the Buyer to express its consent has expired (without any further liability on the part of the Seller – to the broadest extent admissible by the law – on account of the contract expiration), and the Buyer shall be obliged to settle with the Seller the part of the contract that has already been executed (inter alia, pay for the goods delivered beforehand, for the goods manufactured, but not supplied, components purchased by the Seller for the purpose of manufacturing the goods, the goods ordered by the Seller but which the Seller was unable to return), within the scope and the deadline specified by the Seller. In the absence of any response from the Buyer (within the deadline specified by the Seller, not less than 2 days of when the Buyer has been notified; the date when such consent has been received by the Seller shall decide) to a proposal to amend the terms and conditions of the contract, within the scope specified by the Seller, the Seller may deem that the new terms and conditions proposed by the Seller have been accepted by the Buyer (tacit acceptance).

13. The Seller reserves the right to authorize the Buyer to purchase goods or services (unpaid as of the contract execution date) up to the amount specified by the Seller – which constitutes a Trade Credit. Exceeding the Trade Credit shall entitle the Seller, at any time, to limit or discontinue the sale of goods or the provision of services for the Buyer's benefit, or to suspend the performance of contracts executed beforehand. The Trade Credit applies to any and all unpaid receivables, even if not past due.

14. In all cases, the Seller may make acceptance of the order conditional on the Buyer providing a collateral for the payment for goods or services in the form and within scope and deadline specified by the Seller.

15. At the Seller's request, the Buyer shall be obliged to provide the Seller, within the time specified by the Seller, with:

- > an up-to-date extract from the register of entrepreneurs kept by the relevant ministry of the country in which the Buyer is registered, confirming the Buyer's manner of representation, its legal form and the address of its registered office;
- > declarations of persons authorized to represent the Buyer, in particular with regard to: submission of orders, collection of goods, invoices and signing documents confirming that the goods have been collected. In the absence of such declaration or in the event of any doubts as to the authorization of a given person, it shall be assumed that each person signing the aforementioned documents at the Buyer's registered office or at a location indicated by the Buyer or sending such declaration and documents on the Buyer's behalf shall be deemed a duly authorized representative of the Buyer.

16. The parties agree that the Seller, under the order / contract, may deliver / hand over the goods to the Buyer in a quantity different from that originally specified by the Seller and the Buyer in the order / contract, with a maximum value of +/- 10% (ten percent), which will be treated as proper performance of the order / contract, and the Buyer will be obliged to collect the goods in the amount indicated by the Seller and pay for this goods (the Seller's remuneration under the order / contract will be proportionally increased or reduced).



III. Payment Terms and Conditions

1. The Buyer shall be obliged, unless the Seller has decided otherwise, to pay the price of goods or services and any other costs under the contract to the bank account specified by the Seller, e.g. in the contract or in an invoice. The Buyer undertakes to pay for the goods in the amount and within the deadline specified in the invoice.
2. The invoices issued by the Seller shall be paid without deductions for mutual claims, unless the Seller, in writing or by e-mail (in order to be valid) agrees to such deduction. The Seller shall be entitled to make partial settlements.
3. Unless the Parties have jointly agreed otherwise (in writing or by e-mail), the Buyer shall be obliged to pay the price of goods or services and all other amounts under the contract within the deadline specified by the Seller, under the pain of e.g. non-execution of the contract, the Seller refraining from performing some or all contracts (e.g. from releasing the goods) or the Seller rescinding some or all contracts with immediate effect, after calling upon the Buyer to comply with the obligations specified in the contract, due to the fault of the Buyer, without the Seller incurring any liability on this account.
4. Before entering into the contract or in the course of the performance thereof (at any stage), at the request of the Seller, the Buyer shall be obliged to make an advance payment for goods or services within the deadline and in the amount specified by the Seller. The Buyer grants its consent to credit the advance payment, in particular, towards the price of goods or services and any other amounts under the contract.
5. The Seller may make the acceptance of the order conditional upon the payment of an advance payment within the deadline and in the amount specified by the Seller.
6. In the case of non-cash payments, the date when the funds are credited to the Seller's bank account shall be considered as the date of payment.
7. In the event of the Buyer's delay in payment, the Seller shall have the right to charge statutory interest.
8. In each case when the contract has expired, the Buyer shall be obliged to (to the broadest extent admissible by the law) reimburse the Seller for any and all costs incurred thereby in connection with the expired contract (including for goods collected and not collected) (within the deadline and in the amount specified by the Seller).
9. In each case when the contract has expired (e.g. as a result of the contract rescission or termination) for reasons attributable to the Buyer, the Seller shall be entitled to demand that the Buyer (to the broadest extent admissible by the law) pay a contractual penalty in the amount of 20% (twenty percent) of the gross value of the entire contract.
10. The Seller shall specify the date when the goods shall be collected. If the Buyer is in delay in collecting the goods (in entirety or in part), the Seller shall be entitled to charge the Buyer with a contractual penalty for each commenced day of delay in the amount of 0.1% (one tenth of one percent) of the gross value of goods that were not collected.



11. The Buyer is obliged to pay the contractual penalties within the deadline specified by the Seller.
12. In the case of Buyer's delay with collecting the goods for a period exceeding 7 days, counting from the date of collection specified by the Seller, the Seller may rescind the contract for the Buyer's fault with immediate effect (after requesting the Buyer in advance to comply with the obligations set out in the contract, within the deadline specified by the Seller), which authorizes the Seller, in addition to other rights specified in GTCS, to charge the Buyer with a contractual penalty in accordance with Chapter III, clause 9 above.
13. Should there be reasonable grounds, in the Seller's opinion, to presume that the Buyer will fail to comply with its payment obligation, the Seller shall have the right to demand – at any stage of the contract performance, and in particular prior to release of the goods or prior to the provision of the service regardless of the previously agreed payment deadline – that the Buyer pay in advance the entire amount due or grant guarantees or payment collaterals specified by the Seller, within the deadline and in the scope specified by the Seller. Should the Buyer fail to perform, within the deadline specified by the Seller, the obligations set forth in the preceding sentence, the Seller may rescind the contract for the Buyer's fault with immediate effect (after requesting the Buyer in advance to comply with the obligations set out in the contract, within the deadline specified by the Seller), with respect to the unperformed part of the contract; the Seller shall be entitled, in addition to other rights granted under the contract, to charge the Buyer with contractual penalties in accordance with Chapter III, clause 9 above.
14. Whenever the Seller's damage exceeds the contractual penalty stipulated in the contract (including in GTCS), the Seller shall always be entitled to seek additional compensation from the Buyer on general terms.
15. The submission by the Buyer of any reservations, comments or complaints regarding, in particular, the goods or services and the consideration of any such reservations, comments or complaints shall not suspend the payment deadline of the Buyer's liabilities.
16. Should the contract expire for the Buyer's fault, the Seller, in addition to other rights granted under the contract, shall be entitled to retain the advance payment made by the Buyer, in particular towards settlements under the contract.
17. The Buyer agrees to send him requests for payment and other notifications in electronic form to the Buyer's e-mail address provided in the order / contract / customer registration form.

IV. Prices

1. Unless otherwise agreed, the prices of goods, as specified by the Seller, are net prices, to be increased (if required) with value added tax (VAT) at the rate in force as of the invoice issuance date.

Unless otherwise agreed by the Parties, the price of goods and services shall be increased by any and all additional costs related to the contract (ex works/warehouse of the Seller), including, in particular, the costs of packaging, delivery of goods, specified each time by the Seller.

2. Prices quoted in the Seller's offers (if explicitly submitted by the Seller) shall be binding for the period specified in the offer; if no period is specified, it is assumed that the offer is valid for 24 hours (twenty-four hours), counting from when the offer was issued by the Seller. The offer shall expire before the period specified in the offer has lapsed if the Seller runs out of stock of the goods offered. In the case of contracts where there can be doubts as to the price, the sales price in force at the Seller's on the date when the goods should be released shall be charged.



3. Any additional costs associated with the contract, e.g.: the cost of packaging and transporting the goods, may be agreed by the Parties, and in the absence of agreements to this effect, it is assumed that these costs shall be determined by the Seller, and the Buyer undertakes to bear them. The Seller reserves the right, at any stage of the contract performance, to add to the contract (to the broadest extent admissible by the law) costs that were not expected when the contract was being concluded, to the extent specified by the Seller. If the parties have agreed that the Seller shall cover the delivery costs of the goods to the location specified with the Buyer, the price does not comprise, in particular, unloading and other additional services and measures.
4. Discounts and rebates after the conclusion of the contract may be allowed only upon a separate agreement between the parties to the contract, in writing or by e-mail to be valid.
5. The Seller reserves the right (to the broadest extent admissible by the law) to set new payment deadlines to the Buyer on account of contracts being performed in the event of any delay in payment of any of the liabilities on any account.
6. The Buyer undertakes, to the broadest extent admissible by the law, not to exercise any right, that may be afforded to the Buyer, to withhold the performance of due liabilities towards the Seller. The Buyer undertakes, to the broadest extent admissible by the law, not to withhold payments as a result of complaints or any other claims submitted to the Seller.

7. If:

- > the Buyer fails to perform any of its obligations, in particular those specified in the contract (including in GTCS), towards the Seller, on any account, in particular payment obligations, or
- > proceedings have been initiated against the Buyer for the purpose of settling the Buyer's liabilities (e.g. liquidation proceedings, enforcement proceedings, debt collection proceedings on any account), or
- > there are grounds to do so, as specified in relevant regulations,

the Seller shall be entitled (to the broadest extent admissible by the law) to refrain from performing (some or all) its obligations under the contract towards the Buyer, without incurring any liability on this account towards the Buyer, in particular from releasing the goods to the Buyer, and to make further performance of its obligations towards the Buyer conditional upon, at the choice of the Buyer:

- > the Buyer paying in advance, or
- > the Buyer providing collateral in the form specified by the Seller, or
- > the Buyer performing other obligations specified by the Seller.

If the Buyer fails to make, provide or perform, as the case may be, the payment, the collateral or such other obligation within the deadline specified by the Seller for this purpose, the Seller shall be entitled, to the extent admissible by the law, to rescind, for the Buyer's fault, from contracts indicated by the Seller (with immediate effect; in their entirety or in part), in particular in relation to the goods not yet delivered, with such an effect that all claims of the Buyer, in any way whatsoever associated with the contracts which the Seller has rescinded, shall expire. At the Seller's request, the Buyer shall be obliged, regardless of other rights set forth in GTCS, as indicated by the Seller: to return (within the deadline specified by the Seller) the goods already collected and pay compensation for the goods losing their value, or return / reimburse all costs (incurred or accrued by the Seller), as specified by the Seller, related to the contract rescission, and in relation to the goods not yet uncollected – to collect the goods or any part thereof, for a specified amount, within deadline and in the amount specified by the Seller.



-
8. At any stage of the contract performance, the Seller reserves the right to change the prices of goods, in particular if there are grounds to increase the prices of goods, such as increased customs duty, the introduction of other public charges, price increase of raw material, changes in exchange rates, delays attributable to the Buyer. The Seller shall be entitled to notify the Buyer of the new prices of goods.
 9. The Seller reserves the right, to the broadest extent admissible by the law, to settle mutual receivables and liabilities by way of financial set-off (deduction).
 10. In order to secure its receivables towards the Buyer, the Seller may e.g. have them insured by a company specializing in insuring receivables; in such case, the Buyer shall be obliged to submit to the verification procedure to be conducted by such company providing insurance to the Seller, in the scope and at the date specified by the Seller.
 11. The Seller may offer to the Buyer a deferred payment deadline for the order, e.g. provided that the Seller, on the terms set out in Chapter IV clause 10 above, obtains the Buyer's payment insurance. If the value of the order exceeds the amount of the Buyer's payment insurance obtained by the Seller, the Buyer may be required to pay in advance (by way of advance payment) the difference between the amount of insurance and the value of the order (within the deadline specified by the Seller).
 12. If the Seller's receivables towards the Buyer are insured, the Seller, to the broadest extent admissible by the law, shall be entitled to rescind all or some contracts (in their entirety or in part) with immediate effect if the insurer withdraws insurance coverage for the Seller's receivables towards the Buyer, and the Buyer, within the prescribed deadline, not shorter than 7 business days, fails to provide the Seller with a satisfactory, in the Seller's opinion, collateral for the receivables or fails to pay in advance (by way of advance payment) to the extent the insurer has withdrawn coverage.

The Seller shall not be bound by the Buyer's proposal to secure the receivables, while the Seller may, but is not obliged, to accept the collateral at its sole discretion. To the broadest extent admissible by the law, the Seller shall not bear any liability for damages towards the Buyer in the event of contract rescission, in its entirety or in part, in the case referred to in this clause.
 13. In accordance with the Value Added Tax Act of 11 March 2004 (consolidated text in the Journal of Laws of 2011, No. 177, item 1054, as amended), the Buyer grants its consent for the Seller to issue VAT invoices, duplicate VAT invoices and correcting VAT invoices in the form of PDF files and to send them to the Buyer in the form of an attachment, by e-mail (this consent may be additionally confirmed by the Buyer when registering on the Seller's platform). The Buyer represents that it shall collect any and all documents that are submitted to the Buyer by e-mail, and should a message be sent with confirmation of receipt / read confirmation – the Buyer shall immediately confirm that the message has been received / read. In the event of cash / card payment for the goods at the Seller's registered office, the Buyer consents to collect the documents referred to above at the Seller's registered office in paper form.



14. If the Buyer fails to perform any of its obligations on any account towards the Seller, the Seller may either demand that the Buyer immediately satisfies its contractual obligations (e.g. that it pays all amounts due) or postpone the date of performance of mutual obligations until the Buyer has settled the outstanding amounts or performed other obligations (after setting a new deadline for the Buyer).
15. In the event of Buyer's delay in payment, the Seller shall be entitled to charge the maximum contractual interest admissible by law.

V. Transfer of Risk, Delivery of Goods, Shipping

1. The Seller shall specify the goods release date.
2. If the Buyer fails to collect the goods in a timely manner, such goods may be stored at the Buyer's expense, as determined by the Seller. Storage shall be at the Buyer's risk; the Seller, to the broadest extent admissible by the law, shall not be liable for any consequences that may result from the storage of goods.

Seller reserves the right to assume that risk of loss and damage to the goods was transferred to Buyer when the Buyer had been notified by the Seller of its readiness to deliver or release the goods.

3. Unless the Seller has decide otherwise or unless GTCS provide otherwise, the risk of accidental loss or damage to the goods as well as responsibility for the goods shall be transferred to the Buyer, upon release of the goods to the Buyer or to the forwarder, carrier or other person responsible for delivery of the goods, from the site or warehouse indicated by the Seller (when the loading has completed), and the Seller, to the broadest extent admissible by the law, shall not be liable, in particular, for damage to and faults of the goods as well as their packaging, occurring thereafter. In particular, the Seller shall not be liable for damage caused by the actions of the forwarder, carrier or other person responsible for delivery of the goods.
4. The Buyer's failure to collect the goods in a timely manner does not relieve the Buyer from the obligation to pay for, among other, the goods, to the extent specified in the contract or by the Seller.
5. When collecting the goods, the Buyer shall be obliged to sign, a in legible manner (by name and surname), the documents confirming the collection of goods, thus confirming that the goods have been collected.
6. The Buyer shall be obliged to designate a person authorized to collect and sign the collection documents. If no such person authorized to collect has been designated or in case of any other doubts, it shall be deemed that any person signing the aforementioned documents at the Buyer's registered office or at a location specified by the Buyer is the Buyer's representative.
7. No matter who arranges the transport of goods, the Buyer shall always be responsible for unloading the goods from the means of transport, and consequently for any damage caused in the course of unloading the goods. The Buyer shall be obliged to provide access to the unloading area as well as machinery and employees necessary for unloading.
8. Unless the Seller has indicated otherwise, the place of performance and implementation of any obligations under the contract is the registered office of the Seller or a warehouse indicated by the Seller.
9. If the Seller applies the Incoterms (specified e.g. in the Order Confirmation, the Seller's offer or in a contract), the risk shall be transferred to the Buyer under the terms of the delivery terms specified by the Seller, in accordance with the version of Incoterms 2020 published by ICC. Should there by any doubts, this shall be carried out in accordance with the EXW rule.



-
10. If the Buyer has failed to collect the goods in a timely manner, the Seller shall have the right to store the goods in a warehouse of its choice (or store them on its own) at the expense and risk of the Buyer; in such case, the Seller may also issue a VAT invoice or a debit note to the Buyer for the goods and for any related contractual costs, considering the contract as fulfilled.
 11. If the Seller, in accordance with the contract, arranges the transportation of goods to the location specified by the parties to the contract (subject to clause 7 above), this shall not affect the liability of the Seller specified in the contract (including GTCS), and the Seller shall choose the route, means of transport, type and scope of necessary protective measures, packaging of the goods, as well as forwarders and carriers. Unless the parties to the contract mutually agree otherwise, the transportation of goods shall be carried out at the Buyer's risk. In the cases indicated in the contract or by the Seller, the Buyer shall be obliged to pay for transportation, within the deadline and in the scope specified by the Seller.
 12. The Buyer shall be obliged provide the Seller, prior to the release date of the goods to the forwarder, carrier or other person responsible for delivery of the goods to the Buyer, with any and all information as well as documentation enabling the Seller, in particular, to make the necessary preparations to ship the goods, including in particular:
 - > guidance on labeling and transportation of the goods,
 - > import permits, documents needed to obtain required permits from state authorities, as well as any other documents needed to transport the goods in accordance with applicable laws,
 - > other information and documents required by the Seller.
 13. If the Seller does not receive from the Buyer, in a timely manner, in particular, any guidance, permits, information, documents or confirmations (in particular as specified in Chapter V, clause 11 above), the Seller shall be entitled, at its discretion, to take steps in order to obtain relevant information and documents (at the Buyer's expense) or delay the shipment of the goods for the Buyer's fault (without incurring any liability on this account) or rescind the contract due for the Buyer's fault with immediate effect (after requesting the Buyer to satisfy its obligations under the contract, within the deadline specified by the Seller), but this shall not exclude other rights available to the Seller under the contract.
 14. If the Buyer is late (in the Seller's opinion) with performing its obligations specified in this Chapter V, clause 2, 9, 12 and 14 of GTCS, the Seller, in addition to any other rights specified in the contract, has the right to charge the Buyer with a contractual penalty for each commenced day of delay in the amount of 0.1% (one tenth of a percent) of the gross value of the contract.
 15. If the Seller arranges the transportation of goods in accordance with Chapter V, clause 10 above, the Buyer undertakes to:
 - > ensure that the goods are unloaded from the means of transport. If the unloading is impossible or delayed for reasons attributable to the Buyer, the Seller reserves the right to charge the Buyer with any related costs (in the amount specified by the Seller). At the request of the Buyer, the Seller may unload the goods in a manner specified by the Seller (with the use of specialized equipment), for an additional fee (in the amount specified by the Seller), however, additional arrangements between the parties to the contract shall be required in this scope before the goods are loaded onto a means of transport,
 - > notify the Seller in writing or by e-mail in advance of any technical limitations or time constraints related to the access to and unloading from the means of transport. Should there be any difficulties in unloading as a result of the Buyer's failure to notify thereof, the Seller, until the goods are loaded to the means of transport in the Seller's site or at any other location from which the goods are to be delivered directly to the location indicated in the contract, shall have the right to charge the Buyer



with any resulting costs on this account (in the amount specified by the Seller).

16. If the Buyer collects the goods directly from the place indicated by the Seller (transportation arranged by Buyer) the Buyer shall be obliged to:
 - > notify the Seller at least 24 hours in advance of the intention to collect the goods, specifying the information necessary, in the Seller's opinion, for safe delivery of the goods, e.g.: data concerning the means of transport, driver and load specification of the means of transport,
 - > provide a means of transport allowing for safe, in the Seller's opinion, loading and transport of the ordered goods.
17. If the Buyer provides, in the Seller's opinion, a means of transport that is inconsistent with the contract or with insufficient loading space, capacity or in the case of failure to notify, the Seller may refuse to load and charge the Buyer with any resulting costs (in the amount specified by the Seller).
18. The deadline for the release of goods, unless the Seller decides otherwise, shall run after the following conditions are jointly met: contract execution, the Seller having obtained from the Buyer all the information and documentation (necessary in the Seller's opinion) to perform the contract, clarification of any doubts with the Buyer (in the Seller's opinion) concerning the contract, and following the payment of an advance payment by the Buyer (if required by the Seller). The Seller reserves the right to notify the Buyer that the deadline for the release of goods has commenced.

The Seller's failure to meet the deadline for the release of goods shall authorize the Buyer only to set an additional deadline for the Seller for the delivery of goods (not shorter than 30 business days). In the remaining scope, any liability of the Seller, to the broadest extent admissible by the law, is excluded. The deadline for the release of goods shall be deemed to be met if before its expiry the goods left the site or warehouse designated by the Seller or the Buyer was notified (in writing or by e-mail) that the goods are ready for delivery or release.

The Seller, to the broadest extent admissible by the law, shall not be liable for non-delivery of goods on time, and the Buyer shall not be entitled to rescind a given contract due to non-delivery of goods on time until an additional deadline for the delivery of goods (not shorter than 30 business days) has expired. In the event of rescinding the contract, the Buyer shall only be entitled to be reimbursed for payments already made for the undelivered goods; any claim exceeding the price paid for the undelivered goods shall be excluded.

If the parties to the contract do not specify the time of release of the goods, it is deemed that the release of goods shall occur at the time specified by the Seller.

19. The Buyer shall not be permitted to refuse to accept a part of the goods. The Seller reserves the right to partial performance of the contract and shall set the date for the release of the remaining part of the goods. Each time, the Buyer shall be obliged to pay for goods in the quantity issued to the Buyer, within the deadline specified by the Seller, including an appropriate part of costs related to the contract (in the amount specified by the Seller).
20. If it is impossible to conduct the transport for reasons attributable to the Buyer, the Seller shall be entitled to charge, *inter alia*, the cost of insurance and storage of the goods. The goods shall be stored at Buyer's risk.



21. During every collection, the Buyer shall be obliged to exercise due diligence in carefully inspecting the goods. In particular, the Buyer shall be obliged to report any objections concerning visible damage to the goods (e.g. damaged packaging, defects of or damage to the goods) as well as inconsistency of the goods with the invoice or order (e.g. as to quantity) and carry out any and all actions necessary to determine the liability of the carrier (e.g. specify the damage and defects in the consignment note, take photographic documentation, prepare a protocol of the condition of the goods / shipment with the carrier) and immediately contact the Seller.

In the case of other hidden damage or defects, i.e. such that could not be seen with due diligence upon collection, the Buyer shall be obliged to report them to the carrier in writing and by e-mail, upon confirmation of receipt (requesting a protocol to be executed, establishing the condition of the goods) as well as to the Seller, no later than within 2 business days of the goods having been collected (otherwise, a complaint as well as any related claims shall be rejected). In the case of a complaint about a delivery conducted via a forwarder, the Buyer shall be obliged, with the participation of the forwarding company, to prepare a protocol establishing the condition of the goods / shipment.

The Seller, to the broadest extent admissible by the law, reserves the right to reject a complaint (and shall not be liable on any account whatsoever) if the Buyer has failed to fulfil its obligations relating to, in particular, checking the goods, executing a protocol establishing the condition of the goods / shipment with the carrier and notifying the Seller of any identified defects, damage or faults. If the Seller is not provided, within the deadline set forth in this clause, with a notice about any identified defects, damage or faults pertaining to the goods, the goods are deemed to be free from such defects, damage or faults.

The absence of signed documents of goods collection, e.g. due to absence of the Buyer or a person authorized by the Buyer, shall be deemed as lack of objections as to the quality / correctness of the delivered goods.

22. The Seller, to the broadest extent admissible by the law, reserves the right to deliver goods with changed parameters to the Buyer, provided that the parameters of the goods do not differ significantly (in the Seller's opinion) from those specified in the contract.
23. To the broadest extent admissible by the law, the Buyer shall be obliged to accept the delivered goods even if such goods are afflicted with insignificant (in the Seller's opinion) physical defects. Acceptance of goods shall not affect the Buyer's rights under Chapter VI of GTCS. If the goods are not accepted, the Buyer shall be obliged, irrespective of the arrangements specified in the contract, to pay for transport of goods to the Buyer and from the Buyer to the Seller, within the deadline and in the amount specified by the Seller.
24. Where the Buyer fails to collect the goods or the shipment can not be carried out for reasons attributable to the Buyer, Seller has the right to rescind the contract with immediate effect, after requesting the Buyer in advance to comply with the obligations set forth in the contract, within the deadline specified by the Seller; Seller shall also be entitled to consider that the release of the goods occurred at the time when the deadline for accepting the goods has lapsed (if in doubt – the deadline specified by the Seller); if the uncollected goods are sold to a third party, the Seller shall have the right to demand that the Buyer pay the difference between the price of the uncollected goods and the payment received for the goods from the third party.
25. If the goods are sold outside the Republic of Poland, the Buyer shall be obliged to provide the Seller, within the deadline specified by the Seller, documents required by law or indicated by the Seller, confirming that the goods have been delivered to the place of destination, otherwise the Seller shall charge the Buyer with the amount of VAT and any other costs incurred by the Seller as a result of non-receipt of documents from the Buyer.



-
26. If the goods are installed by the Seller, the Buyer shall be obliged to make the facility accessible in which the installation is to take place for the purpose of facilitating the performance of the subject of the contract, within the deadline and in the scope specified by the Seller, as well as to allow the Seller to use the necessary utilities (e.g. water, electricity) at the expense of the Buyer.

VI. Liability

1. Unless otherwise specified in the contract, the Seller shall be obliged to deliver the goods or render the services in such a standard as is consistent with standards following from universally applicable provisions of Polish law or standards used by the Seller.
2. The Seller shall be obliged to deliver the goods consistent with the contract and shall not be liable for further use of the goods. Any information provided by the Seller at the stage of executing the contract, not subsequently confirmed in the contract, shall not be binding. The Seller does not guarantee, in any way whatsoever, that the results intended by the Buyer shall be achieved nor proper choice of the goods, e.g. for the purposes of a planned investment, or in terms of the color scheme of the goods. In particular, the Buyer shall be obliged to independently check the goods delivered by the Seller in terms of their suitability for their intended purposes. The Buyer agreed that it shall use the goods solely at its own risk.
3. The Parties agree that the Seller shall grant a warranty to the Buyer for the goods only in accordance with the provisions of this Chapter VI. Whenever the Seller grants a warranty for the goods, the liability for the goods shall be limited, to the broadest extent admissible by the law, to the terms of warranty specified by the Seller in the Seller's warranty terms; if the Buyer receives a guarantee, the warranty shall not apply. This Chapter VI also defines the scope of the Seller's liability.
4. The Parties mutually agree that the warranty provided by the Seller to the Buyer shall cover only defects in materials and defects resulting from improper manufacture of the goods. The warranty, unless otherwise agreed by the Seller, shall only cover the territory of the Republic of Poland.
5. If the Seller accepts a complaint under the warranty, the Buyer shall have the right to have the goods repaired. If the Seller determines that it is impossible to repair the goods, the Buyer shall be entitled, at the Seller's discretion, to replace the goods (or a part thereof) with defect-free goods, to reduce the price by the value established by the Seller or rescind the contract. The goods that were repaired or replaced may differ from the goods subject to a complaint. The Seller reserves the right to replace the goods (or parts thereof) with similar goods that may differ from the goods subject to a complaint.
6. If the Seller releases to the Buyer goods devoid of the qualities which the Seller guaranteed in writing, the Buyer shall be entitled, to the broadest extent admissible by the law, the exclusive right to have the goods replaced with goods that are consistent with the order, precluding, however, any further claims.
7. The Seller, to the broadest extent admissible by the law, shall be free from liability, in particular, under the warranty and general rules if the Buyer was aware that the goods are defective upon release of the goods.
8. If, after warranty complaint procedure has been completed, the goods (defect-free or defective [if the complaint is rejected]) are not collected by the Buyer from the Seller within the deadline specified by the Seller, the Seller shall request that the Buyer collect the goods within 14 calendar days of receiving the request (in writing, electronic or documentary form). After ineffective lapse of the deadline, the Seller shall be entitled to charge a fee on account of insurance and storage of the goods. The goods shall be stored at the risk of the Buyer. The Seller reserves the right, to the broadest extent admissible by the law, to dispose of defect-free goods.



9. The warranty does not cover, in particular, defects in the goods resulting from:

- > improper storage or transportation by the Buyer,
- > force majeure or other random events for which the Seller is not liable,
- > incorrect choice, assembly, processing, operation, maintenance (e.g. adjustment, cleaning) of the goods (in particular in a manner inconsistent with the manual and catalogue sheet) by the Buyer,
- > natural / normal wear and tear of the goods,
- > in cases specified in Chapter VI clauses 25 and 28 of GTCS,
- > using the product in circumstances of increased temperature, humidity,
- > mechanical damage,
- > exposure to chemicals,
- > natural structure and properties of wood.

The Buyer shall perform on its own and at its own expense the activities related to the handling of the goods, as specified, *inter alia*, in manual, guidelines of the Seller.

10. The Buyer shall be obliged to attach to a warranty complaint, in particular, proof of purchase of the goods (a copy of the invoice), pictures of the reported defect and pictures of the entire product (showing in particular the size of the defect). The Buyer shall be obliged to store the goods subject to a complaint (at its own expense and risk), in an unchanged condition, until the complaint procedure has been completed.

11. The Buyer shall be obliged to submit a warranty complaint in the Polish language, on the current complaint form used by the Seller, which is available, *inter alia*, on the Seller's website, indicating, in particular: the type of the goods subject to a complaint (name and number of goods), number of the invoice confirming the purchase of the goods subject to a complaint, the date on which the defect was identified, the extent of identified defects, the circumstances of their occurrence / identification, a detailed description of the defect, specification of the quantity of defective goods. The Buyer shall be obliged to fill in all fields specified in the complaint form and submit along with the complaint all attachments required by the Seller (e.g. pictures of the goods, product labels or video confirming the occurrence of the defect). The Buyer shall be obliged to send the completed complaint form in an editable format. The Buyer shall be obliged, within the deadline and in the scope specified by the Seller, to provide the Seller with any and all the information and documentation necessary (in the Seller's opinion) to consider the complaint (*inter alia*, copies of documents confirming that the goods have been collected, confirmation that the goods have been installed by properly authorized persons, documents specifying the condition of the goods upon their release by the Seller).

If a complaint was not submitted on the relevant form or does not contain all the details and attachments specified in the contract (also if the Buyer has failed to provide the Seller with materials, information or documentation specified by the Seller), the Seller shall have the right to refrain from considering the complaint (without the Seller incurring any liability on this account) until the Buyer remedies the defects. The Seller reserves the right to notify the Buyer of the defects identified.



The Seller, to the broadest extent admissible by the law, shall have the right to reject a complaint, in particular, if the Buyer prevents the Seller from checking the goods or fails to provide materials, information or documentation required by the Seller.

12. The Buyer shall be obliged to make the goods subject to a complaint available (at the Buyer's expense) at the location of their installation or storage, on a date (day and time to be specified by the Seller), in the scope and the form specified by the Seller (the Buyer shall be obliged to ensure easy and direct access to the goods subject to a complaint, e.g. by removing covers and other elements that cover or otherwise obscure the goods or restrict (in the Seller's opinion) access to the goods, to arrange visitor passes to the facility, etc.), allowing, in particular, to inspect the goods visually and to check them, until the Seller has completed the warranty complaint procedure. The Seller shall have the right to remove all the elements that cover or otherwise obscure the goods or restrict (in the opinion of the Seller) access to the goods, in particular to inspect the goods and examine them, until the Seller completes the complaint procedure under the warranty. All costs of transportation of the goods subject to a complaint or their inspection at the location of their installation shall be borne by the Buyer. In cases indicated by the Seller, the Buyer shall be obliged to dismantle and send (at the Buyer's expense) to the Seller the goods subject to a complaint, and after the complaint procedure has been completed, to collect them from the Seller at its own expense. In each case, the Buyer shall be obliged to prove that the defect already existed when the goods were released to the Buyer.
13. The Buyer, subject to Chapter V clause 20 and Chapter VI clause 19 and 20 of GTCS, relinquishes its rights to pursue any claims from the Seller (in particular under warranty), if it failed to notify the Seller without undue delay of the defect, no later than within 7 days from the defect being identified (failing that, the complaint and any related claims shall be rejected). The Buyer shall be obliged to notify the Seller of the defects in writing (by registered letter with confirmation of receipt), by fax or by e-mail with confirmation of receipt.
14. The parties, to the broadest extent admissible by the law, subject to clause 15 below, exclude the Seller's liability for damages arising out of the contract and/or in connection with its conclusion and performance, irrespective of the legal title of the claim. In particular, the Seller shall not be liable for the Buyer's loss of revenue, costs arising from the installation of the goods by the Buyer being suspended, damage to reputation, lost profits, direct, indirect, incidental and consequential damages. The parties, to the broadest extent admissible by the law, exclude the Buyer's right to pursue claims for damages against the Seller under torts.
15. If the complaint is accepted and the Seller repairs or replaced the goods subject to a complaint, the Seller undertakes to cover only the cost of work of the Seller's service and the price of components used to repair or replace the goods as well as the cost of sending back the repaired or replaced goods. In the case of price reduction, the Seller shall only bear the cost of returning a portion of the value of the goods subject to a complaint, and in the case of the contract rescission, the Seller shall only bear the cost of reimbursing the value of the goods to the Buyer.

Specifically, the Seller shall not bear any additional costs related to repair or replacement of the goods subject to a complaint, in particular the cost of disassembly / transportation to the Seller / installation of the repaired or replaced goods. The Buyer shall be obliged to properly secure the goods for the duration of transportation, in particular against mechanical damage.
16. The Seller shall respond to the warranty complaint within the deadline specified in clause 31 below, provided that all necessary and complete (in the Seller's opinion) information and documents have been obtained from the Buyer. Should it be necessary, in the Seller's opinion, for the purpose of considering a complaint, to have an expert opinion prepared or to conduct consultations with the manufacturer



of materials from which the goods are made, the time required to consider the complaint shall be extended by the period necessary to have an expert opinion prepared or to conduct consultations with the manufacturer and to prepare a summary of test results. The Seller reserves the right to notify the Buyer of the need to have an expert opinion of the goods subject to a complaint prepared. If after the goods subject to a complaint are sent for the purposes of the expert opinion and before this opinion has been completed, the Buyer requests that the Seller return the goods subject to a complaint, the Seller shall be entitled to reject the complaint without considering it (without incurring any liability on this account). The Buyer grants its consent for carrying out the tests, which may lead to the destruction of the goods and having to despite of the tested goods.

17. The Buyer represents it is familiar with the technical parameters, method of assembly and purpose of the goods purchased from the Seller.
18. Where the Seller accepts a warranty complaint and undertakes to repair or replace the goods for defect-free goods, the repair or replacement of goods shall occur within the deadline specified by the Seller. In the event of price reduction or the contract rescission, the Buyer, in cases specified by the Seller, shall be obliged to return defective goods to the Seller at the Buyer's expense.
19. The Seller, to the broadest extent admissible by the law, shall have the right to reject complaints reporting defects (regardless of the legal basis for the claim), faults or non-conformity of the goods with the order, without incurring any liability on this account, if such defects, faults or non-conformity could be detected by means of an ordinary (in the Seller's opinion) inspection upon collection of the goods, and the Buyer failed to carry out such inspection.
20. If, within 2 business days of collecting the goods, the Buyer does not report defects in the goods (defects that could not be seen when collecting goods – hidden defects) that could be detected by means of an ordinary (in the Seller's opinion) inspection of the goods, it is deemed that the Buyer accepted the condition of the goods and does not raise any objections to it; liability for detectable defects, on any legal basis, to the broadest extent admissible by the law, shall be excluded.
21. If not otherwise decided by the Parties after the lapse of 12 (twelve) months (from the date of invoice issuance), to the broadest extent admissible by the law, the Seller's liability on any legal basis, in particular under warranty, shall expire. The Seller shall only be liable for defects that were reported to the Seller within 12 (twelve) months (from the date of invoice issuance).
22. If the goods have been processed / used, the Seller's liability, after release to the Buyer, for defects in such goods shall expire to the broadest extent admissible by the law.
23. Any advice of the Seller relating to the goods (*inter alia*, oral or in documentary form), given in the period preceding the release of the goods, often on the basis of incomplete information received from the Buyer, is given in good faith, but without any guarantee on the part of the Seller, in particular as to its accuracy. The Buyer shall bear the sole risk of following such advice. The Seller's liability of the Seller, to the broadest extent admissible by the law, for damage which occurred as a result of the Buyer following such advice is excluded. The Buyer, when interested in obtaining binding advice from Seller, shall be obliged to request such advice in writing, while binding advice shall be given by the Seller only in written form (to be valid).
24. The Buyer represents it is familiar with the physical and chemical properties and rules for storage of the ordered goods.
25. The Seller shall not be liable for the goods, in particular, that were used contrary to its intended use, technical parameters or physicochemical properties, or for the goods that were damaged as a result, in particular, of improper storage (safekeeping), improper maintenance, cleaning, technological processing



or errors in execution and design committed by third parties.

26. Unless otherwise specified in the Order Confirmation, the Seller may deliver goods belonging to various production batches, also when they are replaced pursuant to a complaint. The Seller shall not be liable, in particular, for visual differences between the delivered goods.
27. If the Seller undertakes in the contract to release technical documentation (including certificates, attestations) to the Buyer, it is assumed that the Seller shall do so within the deadline specified by the Seller.
28. For the goods described in the contract as “of poor quality” (e.g. second quality according to the standard of the Seller) or discounted / sold at a lower price (as specified in the sales document), the Seller, to the broadest extent admissible by the law, shall not be liable on any account, in particular, liability under warranty shall be excluded, even if the technical documentation of the goods was provided to the Buyer.
29. The goods should always be stored, in particular, in closed, dry rooms with good ventilation. The goods should be protected against direct sunlight. The Seller, to the broadest extent admissible by the law, shall not be held liable for any defects and non-conformities resulting from improper storage.
30. If a complaint that, in the Seller’s opinion, is unfounded has been submitted, the Buyer shall be obliged to bear any and all costs related to its consideration by the Seller (service time, tests, components used and the costs of arranging them, the cost of hiring equipment, possible travel, accommodation, etc.) within the deadline and in the scope and amount specified by the Seller.
31. The time to respond to the received complaint (acceptance or rejection of the complaint) is, as a rule, 30 business days from when the following conditions have been jointly met: the Seller received the complaint as well as all documents and information required by the Seller from the Buyer, and delivery of the goods subject to the complaint (or making them accessible to the Seller – in cases indicated by the Seller). The deadline to consider the complaint may be, for justified reasons (e.g. waiting for test results, expert opinion, opinion of the goods manufacturer), extended, of which the Seller shall notify the Buyer, no later than within the aforementioned deadline of 30 business days. If the complaint is accepted, repair, replacement, price reduction or the contract rescission, as the case may be, shall occur within the deadline specified by the Seller. In the case of repair or replacement of the goods, the time necessary for repairing or replacing the goods may not be shorter than the waiting time for the goods when they were purchased.
32. The goods subject to a complaint, after they have been replaced, become the property of the Seller who makes a decision whether the defective goods are to be returned (at the Buyer’s expense) to the Seller, or the Buyer will be obliged to dispose of them at its expense and risk.
33. The Seller is not obliged to provide substitute goods for the duration when the complaint is being considered. The Seller reserves the right to, at the Buyer’s request, sell the new goods to the Buyer before the complaint procedure has been completed. Should the Seller accept the complaint in full, the Seller undertakes to cover the cost of purchasing the new goods. Should the Seller reject the complaint (in whole or in part), the Buyer shall be obliged to pay for the new goods (which shall be sold to the Buyer before the complaint procedure has been completed).
34. The Buyer shall be obliged to comply with the Seller’s recommendations specified, in particular, in the manual.



35. The Buyer shall be obliged to leave the goods subject to a complaint in an intact condition until the complaint procedure has been completed.
36. The purchased goods which prove to be inconsistent with the order or containing visible defects may be returned only before they have been installed. The returned goods have to be in a condition showing no signs of use.
37. Complaints concerning sawnwood, decking boards and other goods delivered in bundles or packages that have been picked, mixed or sorted shall not be accepted by the Seller.
38. Any rights of the Buyer under the warranty or guarantee shall expire if the goods are further processed in connection with their installation and other technical measures.
39. Complaints may only concern the entire bundles delivered by the Seller. The complaint shall be considered if and only if the entire bundles consistent with the delivered specifications are made accessible for the Seller for disposal and inspection.
40. The Buyer shall bear the burden of proving that the defect already existed when the goods were released to the Buyer.

VII. Return of Goods

1. The Seller reserves the right, in cases and under the terms at the Seller's discretion, to accept the return of goods from the Buyer.

The return of goods from the Buyer shall be accepted provided that the Buyer has fulfilled all conditions specified in the contract (including in the GTCS) and indicated by the Seller. Acceptance of goods by the Seller, at a warehouse indicated by the Seller, for the purposes of verification shall occur on the basis of the Seller's consent expressed in writing or by e-mail. The goods shall be returned at the expense of the Buyer. Acceptance of goods by the Seller shall be, in particular, contingent upon the fulfillment of the following conditions:

- full traceability of the goods (the goods must have all labels of the Seller),
- no damage to the goods. The returned goods must be (in the Seller's opinion), in particular, in an unchanged condition and in original undamaged packaging. The goods may not bear signs of use, dirt, scratches or traces of other damage,
- the Buyer securing the goods for the duration of transportation and storage, in a manner specified by the Seller,
- it is possible to unload goods from the means of transport in accordance with occupational health and safety rules (in the Seller's opinion).

In each case, and in particular if at least one of the above conditions is not met, the Seller may abandon the return procedure, and the Buyer shall be obliged to cover any and all costs incurred by the Seller on account of the commenced return procedure (within the deadline and in the scope specified by the Seller). The Seller reserves the right to accept the return of goods for a fee (in the amount specified by the Seller).

2. The goods return procedure commences with the Buyer sending a return request, by e-mail or in writing, to the Seller's registered office together with a copy of an accounting document confirming the purchase of the goods (a copy of the invoice). It shall be allowed to send a request by e-mail. After receiving the permission, by e-mail or in writing, to start the goods return procedure, the Buyer shall send the goods at its own expense to the Seller's registered office.



3. If the Seller accepts the return (not to be confused with accepting the goods for verification) and does not decide otherwise, the adjustment of the amount due, provided the Buyer has complied with all provisions of the contract, shall be carried out, as a rule, within 14 business days of receiving the goods from the Buyer.
4. The returned goods shall be checked by the Seller in order to verify whether they meet, in particular, the criteria specified in clause 1 above.
5. The Seller reserves the right to charge the Buyer with *inter alia* costs of checking the goods, replacing the packaging, a decrease in the value of the returned goods, the cost of repairing the damaged goods, any other costs associated with returning the goods, in the amount specified by the Seller. If the return goods are not accepted, they are sent back to the Buyer at the Buyer's expense and risk.
6. Atypical goods, goods purchased as part of a sale or promotion, with a discount given on account of damage or other signs of reduced quality and goods that do not meet the conditions specified in clause 1 above are not subject to return.
7. To the extent that the Seller has accepted the returned goods, the Seller shall issue a credit invoice and then return the funds, after deducting any fees and costs associated with the return, as specified by the Seller. As a rule, funds are returned using the same method used by the Buyer to pay for the goods.

VIII. Confidential Information

1. The Buyer undertakes to maintain, on a perpetual basis, the confidentiality of all information obtained in connection with executing and performing the contract, regardless of the manner of transmission (e.g. orally, in writing, on an electromagnetic medium or any other), and in particular not to use for its own purposes or purposes of third parties and not to disclose to third parties any information concerning the Seller, including commercial information, the course of the contract, and not to disclose to third parties. In particular, not to use for their own purposes or the purposes of third parties, and not to disclose to third parties any information concerning the Seller, including commercial information, the course of negotiations, dates of orders completion, price structure, penalties, discount policy, offers received, marketing and trade policy, calculations, information concerning maintenance or complaint procedures, number of received complaints, complaint processing time, technical and technological information, data concerning employees, business partners and other information, whose disclosure or use could in any way be detrimental to the interests of the Seller (hereinafter referred to as Confidential Information). Communicating the fact of concluding this contract does not constitute a breach of this obligation.
2. The disclosure of Confidential Information, save for when this occurs in connection with the contract performance or in fulfillment of obligations arising from generally applicable laws, requires the express prior written consent of the Seller. The Buyer shall be obliged to secure Confidential Information by using, at the minimum, the same measures as for its own business secrets.
3. In the event Confidential Information are disclose to employees and business partners, in connection with the contract performance, the Buyer shall be obliged to notify those persons of the confidential nature of the information transmitted and impose on them the obligation to maintain confidentiality.
4. Whenever the Buyer breaches the provisions specified in Chapter VIII clauses 1 - 3 of GTCS, the Seller shall be entitled to a contractual penalty in the amount of PLN 30,000.00 (thirty thousand Polish zlotys) for each case of breach thereof, payable within the deadline specified by the Seller. Should the value of the damage exceed the value of the contractual penalty, the Seller reserves the right to seek further compensation from the Buyer on general terms.



IX. Contract Termination and Rescission

1. The Seller shall have the right to terminate the contract upon 14 days' notice, with the effect at the end of a calendar quarter, in writing, by registered letter with confirmation of receipt. The date when the notice was received by the addressee shall be the date of termination (if the letter is not collected – the date falling 14 days after the first attempt of delivery shall be the date of termination).
2. The Seller shall have the right to rescind the contract with immediate effect if the Buyer, despite a written notice setting an additional deadline specified by the Seller, still:
 - > is in default with any payment,
 - > fails (in the Seller's opinion) to perform any of its obligations set forth in the contract (or in GTCS),
 - > violates (in the Seller's opinion) the good name of the Seller,
 - > foreclosure, enforcement or similar proceedings have been initiated against the Buyer's assets, and the Buyer, for instance, enters into or proposes to enter into an arrangement or composition with its creditors,
 - > a or a petition for dissolution/liquidation of the Buyer is filed or a resolution is passed to this effect (for any other purpose than transformation).
3. If the contract expires (including as a result of contract termination or rescission), the Buyer shall be in each case obliged, regardless of any other obligations set forth in the contract (including in the GTCS), to pay the Seller for the part of the contract that the Seller already performed (in particular, for all goods purchased, manufactured or already placed in the Seller's warehouse) and reimburse any and all costs that the Seller incurred in connection with the performance of the contract, in the scope and within the deadline specified by the Seller. Expiration of the contract shall not affect the claims or rights that the Seller holds or might hold under the expired contract. The Buyer shall be obliged, in particular, to pay contractual penalties even if the contract expired and to maintain confidentiality.
4. In the notice period, the Seller reserves the right not to refrain from performing contracts, without incurring any liability on this account. All contracts that the Seller undertook to perform, shall be, unless the Seller has decided otherwise, settled on the terms specified in the respective contracts.
5. If the right to rescind the contract has been reserved, the Seller shall be entitled to rescind the contract each time within 6 months of when the grounds for rescission came to be.

X. Force Majeure

1. The Seller, to the broadest extent admissible by the law, shall not be liable for non-performance or improper performance (e.g. delay in manufacture, shipment, delivery and installation of the goods) of contractual obligations, in their entirety or in part, if this occurs due to Force Majeure, which comprises, in particular:
 - > war (declared or undeclared), other hostilities, invasion, military maneuvers, terrorist activities, mobilization, embargoes, radioactivity or contamination by radioactivity from nuclear fuel or nuclear waste, from burning nuclear fuel, radioactive toxic explosives, rebellion, riot, revolution, insurrection, military or civil upheaval, earthquake, epidemic, pandemic, viral or bacterial outbreak, flood, fire, hail, heavy rain or snow, other natural disasters, strike or other labor conflict, accident, transport delay, breakdown of production facilities, breakdown of machinery, utility services failure, road blockage, transport damage, time restrictions in truck traffic, power shortages, material and raw material shortages, lack of components, amendment to the law, regulation or operation of state authorities and agencies, other reasons beyond the Seller's control; and also if performance of



contractual obligations by the Seller proved to be unduly burdensome (in the Seller's opinion) as a result of circumstances, whose non-occurrence was a condition for executing the contract; and cases or events that are beyond control and are not caused by the Seller, difficult to predict or avoid, and occur after executing the contract and constitute, in the Seller's opinion, an obstacle to performing the contractual obligations.

2. Force Majeure circumstances shall exempt the Seller from performing its contractual obligations for such period of time as the Seller is prevented or hindered (in the Seller's opinion) from performing its contractual obligations.
3. The deadlines specified in the contract shall be extended, at the minimum, by the period when a given Force Majeure circumstance lasted (as specified by the Seller).
4. The Seller undertakes to notify the Buyer when it is affected by Force Majeure.
5. Each Party shall bear its own costs resulting from Force Majeure.
6. The provisions pertaining to Force Majeure shall also apply if Force Majeure concerns the Seller's contractors/suppliers/subcontractors, in particular at a warehouse or manufacturing facility designated by the Seller, and is the cause of delays in performance of the contract on the part of the Seller.
7. If the circumstances of Force Majeure persist at the Seller or its contractors / suppliers / subcontractors for a period exceeding 90 business days, each party to the contract shall have the right to terminate the contract with immediate effect, without any liability on the part of the Seller. In such case, the Buyer shall be obliged to pay the Seller for the part of the contract that the Seller already performed (to the extent and within the deadline specified by the Seller).
8. When Force Majeure ceases to be, the Seller shall be entitled, the extension referred to in clause 3 above notwithstanding, to the broadest extent admissible by the law, to set an additional deadline (as specified by the Seller) for the performance of its contractual obligations (without any liability on this account).
9. The occurrence of Force Majeure shall not relieve the Buyer from the obligation to pay for the goods delivered to or manufactured for the Buyer's benefit and not collected in accordance with the contract.
10. The Parties undertake to exercise the required due diligence if Force Majeure occurs so as to limit its impact on the performance of their obligations under the contract.

XI. Reservation of Title

1. The Seller reserves the right, at the stage of executing the contract (in the offer or the valuation), to reserve the title to the goods until such time as the Buyer has paid (the date when the funds have been credited to the Seller's account shall decide) the entire amount under the contract, including in particular the price of the goods, the tax due, the costs of delivery of the goods, interest and other costs determined by the Seller.
2. The Seller reserves the right to invoke the reservation of title in the Order Confirmation, an invoice or a warehouse release document.
3. Until such time as ownership of the goods passes to the Buyer, the Buyer shall, in particular, be obliged to:



-
- > store the goods (without charging the Seller any costs on this account) separately from other goods of the Buyer or third parties in such a way that the ownership of the Seller of these goods is easily identifiable,
 - > to refrain from removing, obscuring or covering any identifying marks of the goods, packaging or items associated with the goods,
 - > keep the goods in an intact condition,
 - > to refrain from mixing the goods with other goods and to refrain from modifying the goods in any way.
4. In the event of Buyer's delay in payment of the whole (or a part) of the price under the contract, the Seller shall be entitled to demand the return of goods released to the Buyer (or a part thereof) and to claim appropriate remuneration, *inter alia*, for their wear and tear or damage. If the payment is still not made even after the additional deadline set by the Seller has lapsed, the Seller shall have the right to rescind the contracts executed with the Buyer in respect of unpaid goods, without incurring any liability on this account.
 5. Until the entire contract price has been paid, the Buyer shall be liable for the quantity and quality of the goods.
 6. If, in violation of the provisions of Chapter XI clause 3 above, the goods subject to reservation of title have been modified, combined or mixed, the Seller shall become a co-owner of the new goods to the extent to which the value of modified, combined or mixed goods subject to reservation of title is to the entire value. The reservation of title shall also apply to the share in co-ownership. If the modified, combined or mixed goods become components of the new goods, the Buyer shall without undue delay pay the price or provide a payment security – at the Seller's discretion.
 7. If goods subject to reservation of title (not paid for by the Buyer) are sold to a further purchaser, the Buyer undertakes to notify the further purchaser of the reservation of title.
 8. Unless the Seller decides otherwise (in writing to be valid), the Seller does not consent to encumbering in any way whatsoever the goods sold subject to reservation of title. The Buyer shall be obliged to immediately notify the Seller of any encumbrance of goods sold subject to reservation of title, e.g. as a result of decisions by state authorities.
 9. Upon initiation or in the course of the bankruptcy, composition, enforcement or restructuring proceedings in relation to the Buyer, the Buyer shall be obliged to mark the goods in a manner indicating the reservation of title in favor of the Seller.
 10. If goods being the property of the Seller are seized in the course of enforcement proceedings concerning the Buyer's assets, the Buyer shall immediately notify the Seller thereof. At the request of the Seller, the Buyer shall be obliged to without undue delay provide any and all information about where the goods subject to reservation of title for the Seller's benefit are stored.
 11. The Seller shall be entitled to inspect the goods at the location they are located (in the scope and at the date specified by the Seller), as well as to collect them (within the deadline specified by the Seller).

XII. Personal Data Protection

1. The parties unanimously confirm that personal data may be processed within the framework of cooperation. Therefore, both parties to the contract are obliged to comply with generally applicable legal provisions on the protection of personal data, including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (OJ L 119, 4.5.2016 hereinafter referred to as the Regulation) as well as Polish law, including the Personal



Data Protection Act of 10 May 2018 (Dz.U.2018.1000).

2. The parties shall be obliged to:
 - > process personal data on the basis of the consent of data subjects or on other basis giving the right to process personal data in accordance with the Regulation;
 - > ensure that the processing of personal data received from or concerning the other party is carried out only by authorized persons – on the basis of an authorization or a personal data processing contract – acting solely according to a party’s instructions. Such persons shall be obliged to maintain confidentiality, also in respect to any information about safeguards of the personal data entrusted for processing;
 - > ensure that the processing of personal data shall be carried out in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures,
 - > refrain from disclosing personal data obtained from or concerning the other party to other entities than those authorized under applicable law, unless required by European Union or Polish law;
 - > cooperate in complying with the aforementioned obligations, including to fulfil the obligation to respond to requests from the data subject insofar as they pertain to the exercise of data subject’s rights.
3. The Parties shall be obliged to use adequate technical and organizational measures to ensure the protection of processed personal data, relevant to the nature, scope, context and purposes of the processing and the risk of the rights or freedoms of natural persons being breached.
4. The Parties shall be obliged to guarantee that the persons whose personal data are processed are able to exercise their rights, taking into consideration that such persons have the right to:
 - > withdraw consent to the processing of personal data,
 - > be informed about their personal data,
 - > control data processing, including to supplement, update, rectify or erase them,
 - > object to processing or to restrict the processing,
 - > lodge a complaint with a supervisory authority and to seek other legal remedies to protect their rights.
5. Each party shall be liable for its own acts or omissions in accordance with provisions of law. A party shall be liable for acts or omissions of persons engaged by it in the performance of this Contract as for its own acts of omission.
6. The parties shall be liable for any damage caused to the other party or to third parties as a result of the processing of personal data in breach of the contract or the law.
7. A party, should a breach of protection of personal data obtained from or concerning the other party be identified, shall be obliged to notify the other party of such breach within a maximum of 24 hours after the breach has been identified.
8. Upon termination of cooperation, a party to the Contract – at the request of the other party shall, within 14 days of service of the request, delete any and all personal data and any existing copies thereof unless



European Union or Member State law imposes the obligation to retain personal data.

9. A party shall be obliged to disclose to the other party any and all information necessary to prove compliance with the obligations set forth in this clause.
10. Each party, in the capacity of the Data Controller for its employees, shall notify them (duty of information) that their personal data may be processed by business partners for the purpose of establishing cooperation and for the purpose of performing executed contracts.

XIII. Final Provisions

1. In matters not covered by the contract or GTCS, the provisions of Polish law, in particular the Civil Code, shall be applicable.
2. All agreements between the parties shall be governed by Polish law. The application of provisions of the United Nations Convention on the International Sale of Goods and related norms of international law shall be excluded.
3. The Parties agree that, *inter alia*, statements, requests, notices and information provided by electronic mail (e-mail) shall be deemed delivered by the Buyer to the Seller within the prescribed deadline if the message has been received by the Seller within such deadline, as confirmed by notification that the message has been displayed or received.
4. The Seller and the Buyer shall strive to amicable resolution of any and all disputes arising in connection with the performance of contracts covered by these terms and conditions. If amicable resolution is impossible to achieve, any and all disputes arising directly or indirectly from these terms and conditions shall be settled by Polish common courts having jurisdiction over the registered office of the Seller. The Seller shall also have the right to file a suit in the court competent for the Buyer.
5. Any intellectual and industrial property, comprising, in particular, works (e.g. designs, sketches, concepts, print copies, drawings) as well as invention projects, belonging to or developed by the Seller in connection with the performance of the contract, shall remain the exclusive property of the Seller, and the Buyer shall not hold, in particular, any proprietary copyright, intellectual or industrial property rights or other rights authorizing the Buyer to use such property beyond the scope specified in the contract.
6. The Buyer shall indemnify and hold the Seller harmless in respect of any claims and costs incurred as a result of infringement of third party rights (including patent rights, design rights or trademark rights, copyrights) provided that the infringement relates to designs, patterns and specifications provided to the Seller by the Buyer for the purpose of performance of the contract.
7. The Buyer shall be obliged to translate, by its own means, the manuals and other documents received from the Seller in a foreign language.
8. Disseminating and disclosing to third parties technical data of the goods, in particular, technical drawings prepared or disclosed by the Seller, shall be prohibited and shall constitute an infringement of the rights of the Seller. The illustrative drawings provided in catalogs (marketing materials) and published on websites managed by or on behalf of the Seller shall be the exception of the aforementioned rule.



-
9. The Seller shall not be liable for improper or illegal use by the Buyer of the goods or trademarks that the goods are bearing.
 10. The Parties agree that if a Party refuses to accept a letter, the letter shall be deemed to have been served on the date of the Party's refusal to accept it.
 11. Information contained, in particular, in guides, price lists, prospectuses, templates, catalogs, folders, advertisements and other materials of the Seller does not constitute an offer within the meaning of the Civil Code.
 12. Information concerning, in particular, dimensions, weight, specifications, functionality, technical parameters, usability, aesthetics, conversion rates, sizes and quality as well as illustrations, descriptions, drawings, pictures and other information contained in or attached to the materials / documents, which do not constitute an offer of the Seller, are for information purposes only; they become binding only if the Seller explicitly confirms them in writing or by e-mail, such confirmation to be issued at the Buyer's request in writing (or by e-mail), prior to the conclusion of the contract.
 13. The provisions of GTCS do not in any case exclude or limit the rights and claims of the Seller against the Buyer that may arise from provisions of law, in particular the right to claim damages on general terms.
 14. Under no circumstances does the Seller guarantee the suitability of goods for the purpose intended by the Buyer. The Buyer, by its own means and at its own risk, shall be obliged to check the suitability of goods for the intended purpose. The Buyer, by its own means, shall be obliged to check the durability of ordered goods and choose them according to their intended purpose and type of filling (the Seller shall not bear any liability in this respect).
 15. Each Party undertakes to immediately notify the other Party in writing, with confirmation of receipt, in particular of any change in the details contained in the documents, including of:
 - > address change of the registered office,
 - > initiation of bankruptcy or restructuring proceedings as well as of the reasons justifying the initiation of such proceedings;
 - > change in legal status and name change;
 - > change of persons authorized to receive goods and services as well as VAT invoices (such change not to constitute an amendment to the contract and may be made by e-mail, with acknowledgment of receipt),
 - > change of persons authorized to place orders (such change not to constitute an amendment to the contract and may be made by e-mail, with acknowledgment of receipt).If a Party fails to notify the other Party of a change, such Party undertakes to reimburse the other Party for all costs arising from the non-notified Party holding outdated information. Simultaneously, it is agreed that the failure to provide information about the changes may result in goods being released to, or services being performed for the benefit of, unauthorized persons, and in such case it is assumed that the goods or services were received by a person acting on behalf of the Buyer.
 16. No assignment of rights under the contract for the benefit of third parties shall be permitted without the consent of the Seller expressed in writing to be valid.



17. The Seller may at any time and without notice to the Buyer transfer the entirety or some of its rights, including cash receivables, under the contract to any person, including to the financing entity, and also transfer entirety or some of its obligations under the contract to another entity, e.g. to an entity from the Seller's capital group. In connection with the transfer of rights or obligations referred to above, the Seller may disclose to the purchaser and to third parties, the provisions of the contract as well as any other information necessary for the purchaser or a third party to become familiar with the rights and obligations of the Seller and to exercise or perform such rights or obligations.
18. The invalidity or ineffectiveness of any provision of the contract (or a part thereof) shall not affect the validity and effectiveness of the remaining provisions. Should any provision of the contract (or a portion of a provision) be found invalid or legally defective, all other provisions of the contract (the remainder of the contract) shall remain in force to the fullest extent permitted by applicable law. At the same time, the parties undertake to immediately replace such provisions with valid provisions, taking into account the economic purpose of the contract as well as the will and intention of the parties.
19. The Polish language shall be the governing language for the GTCS. The Seller may translate these GTCS into English or any other foreign language. In case of any discrepancies between the Polish language version and any other language version or translation of GTCS, as the case may be, into other language, the Polish language version shall prevail for the purposes of interpretation of the provisions of these GTCS, which language version shall be binding in this scope.
20. The Buyer represents that it is familiar with the manner the Seller presents its goods, including, *inter alia*, the manner of presentation of graphical schemes / structures, presentation of pictures, methods and pages depicting opening of the goods, fixed parts of the goods, divisions, dimensions, shapes, types of parts used, materials and weight of the goods.
21. If the Seller has not decided otherwise, in the case of any discrepancies between documents, the following hierarchy shall apply (from the most important): 1) Seller's offer or Seller's Order Confirmation, 2) GTCS, 3) Seller's valuation.
22. The Buyer represents that it is familiar with the full technical documentation of the goods that are being purchased.
23. The Buyer grants and irrevocable consent for the Seller to provide in the Seller's portfolio the details (including photographs, information) concerning the joint projects of the parties.
24. The Parties, to the broadest extent admissible by the law, exclude the provisions of commonly applicable laws to the extent GTCS regulate the relationships between the parties in a different manner.
25. The provisions of GTCS should be applicable directly or as appropriate in case of a service contract.