

General Terms and Conditions of sale (T&C)

I. General provisions

These general terms and conditions of sale (hereunder referred to as „T&C“) of Glass System Polska sp. z o. o. with its registered seat in Warsaw (02-940) at Św. Bonifacego Street 92/18, entered into the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, XIII Commercial Division of the National Court Register, under the KRS number 0000436630, NIP (tax identification no.): 521-363-87-46, share capital: PLN 10,000.00 (hereunder referred to as the „Seller“) shall apply to each and every agreement on sale of goods (hereunder referred to as the „Agreement“) concluded between the Seller and an entrepreneur purchasing good(s) from the Seller (hereunder referred to as the „Buyer“). In order to avoid any doubts, it is hereby confirmed that the Agreements are concluded between professional entities (B2B) only, and in no case can they be concluded by consumers (as defined by the binding provisions of applicable law).

II. Offer and acceptance thereof

Information on goods, catalogues, price lists, other proposals and conditions of cooperation delivered by the Seller (including those officially published and shared with chosen entity(ies)) cannot be deemed to be an offer, but they shall only be treated as an invitation to make offers as defined by the Polish Civil Code. The abovementioned does not apply to statements in which the Seller explicitly indicated that they constitute an „offer“, as defined in the Polish Civil Code. In order to conclude an Agreement concerning a given good of the Seller, the Buyer shall deliver a correct order (hereunder referred to as the „Order“) which constitutes an offer addressed by the Buyer to the Seller. The Order shall: (a) indicate precisely name and identification no. (if applicable) of the ordered good(s), as well as the amount of the ordered good(s) in measures and quantities (*modules and minimal quantities) applicable to the given good(s), as defined in the price list for distributors shared by the Seller with the Buyer filing the Order; (b) be undersigned by Buyer's representative(s) duly empowered to conclude the Agreement on behalf of the Buyer (*plenipotentiaries need to attach relevant power of attorney(s)). Not later than within 2 business days as of receiving a correct Order, the Seller shall accept the Order or ask the Buyer for further details or information. Lack of Seller's reaction in the aforementioned term shall mean that the Seller does not accept the Order (no additional statement of Seller's will is required in such case). An Order can be accepted by sending a relevant information via e-mail by an authorised representative of the Seller, as well as by commencing execution of the Order by the Seller. The Agreement on sale of the good(s) indicated in the Order shall be deemed to be concluded at the moment of acceptance of the Order by the Seller.

III. Prices and payments

Prices of goods (hereunder referred to as the „Prices“) can be indicated in various commercial documents of the Seller, including e.g. price list for distributors shared with the Buyer. If the Prices vary between the documents, the Buyer should contact the Seller in order to determine which Prices are applicable and binding for the given good. The Prices indicated in the abovementioned documents are determined in EUR and are net values (i.e. VAT and any other additional payments related to the given Order, if applicable, are not included). Should the Price be subject to change between the date on which the Order was made and the date on which the Order is to be accepted by the Seller, the Seller will inform the Buyer about such situation before finally accepting the Order. The Seller is entitled to freely decide on its pricing policy and therefore the Buyer cannot demand that the Seller sells the good at the previous Price (i.e. applicable before such change). In such case, however, the Buyer is entitled to resign from the Order in writing and in such case the Order shall be deemed non-existent. Final Price for the good(s), as well as additional fees related to the given Order (if any, provided that they can be precisely defined as on the moment of the Order acceptance) shall be indicated by the Seller in the Order acceptance confirmation. In general, Price payment shall be made in advance (up front). The Seller is always entitled to suspend release/delivery of the good(s) concerned by the Agreement until total final Price payment (incl. all additional fees and due amounts) is effectively made by the Buyer (obtained by the Seller). The day on which the relevant amount is credited on appropriate Seller's bank account shall be considered the payment date. Should the Seller exceptionally accept payment in arrears (afterwards), total sum of Orders made and outstanding payments can in no case exceed the receivables limit set by the Seller for the Buyer (if any). Exceeding such limit can result in an automatic rejection of the Order(s) made by the Buyer. In case of any delays in payment, the Buyer is obliged to pay maximal interests (as stipulated in the Polish Civil Code) from the outstanding due amounts. Ownership right of the good(s) shall be transferred on the Buyer as at the moment of payment of the Price for the good(s), along with all additional fees and other amounts related to the execution of the Agreement on sale of such good(s) (regardless to the fact whether the good(s) have been released/delivered to the Buyer).

IV. Release of goods

In scope of release of good(s) by the Seller, the Agreement can be executed in one of the following ways: (a) making goods available and ready to be collected from the Seller's/manufacture's warehouse (EXW/Ex Works) or (b) delivery of the good(s) by the Seller (DAP/Delivered at Place). The Seller shall inform the Buyer about the expected date of release/delivery of the good(s) in the Order acceptance (unless the Order is accepted directly by commencement of execution thereof). Such date is, however, the „expected“ date, which means that any failure/delay in that scope cannot be treated as a failure to perform of misperformance of the Agreement by the Seller. The Seller will apply all reasonable measures to inform the Buyer about any changes to the abovementioned expected date of release/delivery. The Buyer is not entitled to terminate the Agreement (or otherwise refrain from execution thereof), in such cases as e.g. (a) postponing the expected date of release/delivery of good(s); (b) collecting the good(s) on behalf of the Buyer by an unauthorised person; (c) rejection to release the good(s) to an authorised representative of the Buyer, if such person was unable to justify his/her empowerment to collect the good(s) on behalf of the Buyer. Should: (a) the good(s) be released in the Seller's/manufacture's warehouse – the good(s) can only be picked up by a person authorised to collect the good(s) by the Buyer, indicated by the Buyer or able to present a relevant power of attorney empowering such person to act in that scope of behalf of the Buyer; (b) the good(s) be delivered by the Seller – the good(s) will be dispatched and sent to the address explicitly indicated in the Order. Should the Buyer be delayed in collecting the good(s) from the warehouse, the Seller is entitled to demand from the Buyer reimbursement of costs of storing such good(s) during the delay period, as well as it can suspend release of such good(s) until total reimbursement of such costs.

V. Complaints

Complaints related to release of good(s), including complaints related to quantity, shall be made within 3 business days as of the date of collecting the delivery. The complaints can be made via e-mail and shall include written justification indicating exact reasons for filing the complaint. Complaints related to damages which occurred during the transport only will be analysed provided that the Buyer delivers a protocol prepared at the moment of collecting the package with presence of the delivery company representative.

VI. Returns

Return of good(s) is possible in justified cases only and exclusively after obtaining prior consent of the Seller, granted in writing, otherwise being null and void. The returned good(s) must fulfil the following conditions: be brand new (not used), complete, originally packed, be present in Seller's standard offer at the moment of Buyer's demand related to the return of such good(s). No return of good(s) not fulfilling the abovementioned conditions will be accepted by the Seller – in such case the return will be deemed non-existent. Costs of delivery and other transaction costs are not subject to reimbursement in favour of the Buyer (will not be returned). All additional costs of return must be fully covered by the Buyer. The Seller is entitled to reduce the final amount on the credit note by deducting an additional fee covering Seller's return-related costs. The Seller excludes possibility to return good(s) by COD (cost on delivery) packages – in such case the good(s) will be deemed not returned to the Seller.

VII. Guarantee

The good(s) are subject to manufacturer's guarantee based on the issued invoice. The guarantee does not cover any damages resulting from misuse of the good(s), use incompliant with manufacturer's instructions, or resulting from improper assembly or use. Seller's warranty liability (*rekojmia*) does not apply. The Buyer is obliged to inform the Seller immediately about any detected defects.

VIII. Liability

In the scope allowed by the binding provisions of law, Seller's liability for the execution of the Agreement is limited to the Price of the good(s) stipulated therein. Liability for lost profits is excluded. The Seller cannot be held liable for any discrepancies between presentation of good(s) in offers, catalogues, price lists, on websites and in other materials, also those shared with the Buyer, and the actual appearance of the good(s). Additionally, the Sellers cannot be held liable for any mistakes and omissions in the abovementioned documents, including description of the good(s). The Seller is not liable for any actions or failures to act of any third parties, including suppliers and/or delivery companies.

IX. Final provisions

The Agreements and the T&C shall be governed by the laws of Poland. Any disputes related to the Agreements and/or the T&C, as well as any other disputes between the Seller and the Buyer(s), shall be subject to the jurisdiction of Polish courts, competent for the registered seat of the Seller.