

GENERAL TERMS AND CONDITIONS OF SALE

1. Introduction

1.1 These "General Terms and Conditions of Sale" hereinafter referred to as GTCS apply to transactions between the parties involved in the sale of standard and non-standard products (made on a special order) carried out by the company under the name INVESTLAND Limited Liability Company in Korczyna - hereinafter referred to as the Seller, to any entity that makes a purchase for a purpose related to its business activities (i.e. not as a consumer within the meaning of art. 221 of the Civil Code) - hereinafter referred to as the Purchaser.

1.2 GTCS constitutes an integral part of both the sales contract and all price lists and offers as presented to the Purchaser by the Seller.

1.3 Placing an order by the Purchaser is tantamount to accepting the GTCS in full.

1.4 GTCS can be changed by the Seller. Changes and additions to the GTCS become binding on the Purchaser (with respect to subsequent orders) at the time of the information regarding the change being delivered in a way that allows the Purchaser to read the content of the new GTCS - e.g. by referring to the Seller's website. GTCS applicable at the time of placing the order apply to individual orders.

1.5 In the event of different arrangements made in the content of the contract, the content of the contract takes precedence in the event of a conflict with the GTCS.

2. Terms and conditions of the contract.

2.1 After receiving an inquiry from the Purchaser specifying the initial terms of the order, the Seller calculates the price and the deadline for completing the order and notifies the Purchaser accordingly.

2.2 The Purchaser places the final order to the Seller confirming acceptance of the price and the date of order completion.

2.3 The Seller undertakes to execute orders solely on the basis of a written order made by post, fax or electronic means, the order sent to the Seller by the Purchaser must contain the Purchaser's data, detailed information about the ordered product to the extent necessary for its production (e.g. technical drawings/acceptance of drawings as made by the Seller) or identification (e.g. catalogue names), quantities ordered, data on the terms of the contract desired by the Purchaser, acceptance of the price calculation and the date of the contract.

2.4 If a buyer credit is specified for the Purchaser, the order shall be accepted for execution after the Purchaser has provided the Seller with photocopies or scans of the Purchaser's current company documents (i.e. entry in the Register of Entrepreneurs, NIP, REGON) confirmed by the original and the date of this confirmation by the person legally authorized to perform the above-mentioned activities.

2.5 The fact of accepting the order does not bind the Seller in situations where, for reasons beyond its control, in particular due to force majeure, or the behavior of the Purchaser or third parties (including the Seller's suppliers), the delivery and sale of goods is impossible or excessively difficult.

2.6 Acceptance of the order shall not be binding for the Seller, if the total obligations of the Purchaser towards the Seller exceed the amount of trade credit granted, or if the Purchaser is delayed in paying any amounts due to the Seller.

2.7 The products that are the subject of the contract will be made in tolerances and quality in accordance with generally applicable industry standards.

2.8 At the request of the Purchaser, the Seller shall provide a declaration of compliance and CE certificate for tempered glass and laminated safety glass as well as fittings – but only for products bearing a permanent manufacturer's mark.

3. Deliveries.

3.1 The Seller performs the delivery of the order under EXW conditions of the Seller's warehouse based in Korczyna (according to Incoterms 2010) or by sending the subject of the order by courier at the expense of the Purchaser. The method of delivery is determined at the conclusion of the contract. It is allowed to set other delivery terms.

3.2 In the case of EXW delivery from the Seller's warehouse in Korczyna, the Seller's liability for loss or damage of the subject of the order ends when the subject of the order is loaded on the means of transport provided by the Purchaser. Then this responsibility passes on to the Purchaser.

3.3 In the event of delivery by courier, the Seller shall be liable to the Purchaser for loss or damage of the ordered goods during transport carried out until the Purchaser proceeds to unload. The ordered goods subject to delivery by courier shall be insured by the Seller against loss or damage.

3.4 Products manufactured by the Seller should be stored in dry, ventilated rooms in a manner that protects them from the effects of weather conditions. The Seller shall not be liable for any defects or damage resulting from poor storage.

4. Receipt of goods and delivery documents

4.1 Each delivery shall be documented with a VAT invoice, which shall be the basis for the quantitative receipt of goods.

4.2 The Purchaser is obliged to make a quantitative and qualitative acceptance of the delivered products immediately after they are released and make an appropriate annotation on the VAT invoice or waybill.

In the event of qualitative or quantitative reservations, the Purchaser should immediately report them in writing to the carrier and Seller.

If, due to the type of packaging or quantity of products, it is not possible to carry out immediate quality control of the delivered goods, the quality acceptance will be carried out at the Purchaser's premises or at the destination no later than 3 days from the date of delivery of the products. The quantitative receipt should be carried out upon delivery of the goods.

4.3 The signing of a waybill by the Purchaser's representative means acceptance of the delivery without reservation in terms of quantity, if the Purchaser receives the products through third parties (e.g. the carrier), it is obliged to inform the Seller in advance about this fact, then such a person shall be deemed a representative of the Purchaser.

4.4 Detailed terms and conditions of receiving the subject of the order delivered by courier are set out in the transport regulations applied by the courier. Such regulations take precedence over these GTCS.

5. Terms and conditions of payment

5.1 At the time of delivery or immediately afterwards, the Seller shall present the Purchaser with a VAT invoice on which the method and date of payment shall be determined in accordance with the sales contract. Unless the contract provides otherwise, the payment period is 14 days from the date of issuing the VAT invoice.

5.2 If the payment deadline is not met, the Seller has the right to suspend the execution of subsequent orders for the Purchaser or carry them out on the basis of 100% down-payment and additionally make the receivables from all invoices issued immediately due and payable, including those invoices, whose payment deadlines have not yet expired.

5.3 In the event of cancellation or change of important parameters of the order being in production by the Purchaser, the goods used for the order implementation shall be made available to the Purchaser who shall be obliged to settle the payment for the goods to the Seller in the amount indicated in the invoice as issued by the Seller.

5.4 The date of payment is understood as the day the receivable is credited to the Seller's account.

5.5 Until full payment is received for the products delivered, they remain the property of the Seller.

5.6 Filing a complaint by the Purchaser does not affect the payment date.

5.7 In the event of late payment, the Seller, unless the contract provides otherwise, is entitled to demand payment of interest in the amount of twice the statutory interest.

6. Assembly service

6.1 The Purchaser may order the assembly service when placing the order. In this case, the Parties conclude a relevant contract for the assembly of the subject of the contract.

6.2 The assembly may be carried out personally by the Seller or by a third party whom the Seller entrusts with the assembly.

7. Complaints

7.1 The Seller is not responsible for the materials entrusted, unless the Purchaser proves gross negligence on the part of the Seller's employees to be the cause of any damage.

7.2 The Seller is liable under the warranty for physical defects of the subject of the contract in accordance with the provisions of the Civil Code, the contract and these GTCS.

7.3 If the Purchaser finds visible quality defects in the delivered products, it shall be obliged to present the Seller with a written complaint within 3 days, and in the case of hidden defects of products, within 14 calendar days from the date of finding the defect. If the Purchaser fails to submit a complaint regarding the quality of the products within the aforementioned period, the Seller shall be released from the warranty obligations in this respect.

7.4 The complaint should precisely specify the defects, the Purchaser's data, the type and amount of products subject to complaint and the purchase invoice number.

7.5 The Purchaser is obliged to deliver the defective product to the Seller in order the legitimacy of the complaint to be assessed. Both the preparation of the product for transport and the transport itself to the headquarters of the Seller rest with the Purchaser. The defective product should be packed in the factory packaging, and if this is not possible, in another packaging as agreed with the Seller.

7.6 The Seller shall consider the legitimacy of the complaint within 14 days and inform the Purchaser in writing about its acceptance or rejection.

7.7 The Seller shall not be responsible for damage caused during transport due to improper packaging and protection of the products subject to complaint.

7.8 In the event that the Purchaser has assembled the defective products, the Seller shall not bear any costs associated with it, in particular the costs of dismantling and reassembly.

7.9 If the complaint is acknowledged, the Seller shall perform a repair or provide a new product, free from defects, immediately from the time of assessing the complaint, but within a time limit that is necessary for its implementation, taking into account the availability of raw materials and semi-finished products, as well as the requirements related to the technological process. In agreement with the Purchaser, the Seller may reduce the price of defective products by issuing a credit invoice.

7.10 Apart from the claims specified in these GCS, the Purchaser shall not be entitled to any further claims towards the Seller arising from product defects, their untimely delivery as well as claims for compensation for damage or lost profits.

8. Final provisions

8.1 In any matters not regulated by these GTCS, written arrangements between the Seller and the Purchaser, as well as provisions of Polish law shall apply.

8.2 Any disputes arising from cooperation between the Seller and the Purchaser will be settled by the court competent for the Seller.