

GENERAL TERMS AND CONDITIONS OF SALE
AiFO COMPONENTS SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ S.K.A. /cf. limited liability company
limited joint-stock partnership **and AiFO GROUP Sp. z o.o.** /cf.
limited liability company. **Applicable since 1 November 2014**

§1. Application Scope

1. The present General Terms and Conditions of Sale (hereinafter: „GTCS”) govern the conditions of purchase and delivery of components and glass doors to the **AiFO COMPONENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ S.K.A. or AiFO GROUP Sp. z o.o.** hereinafter referred to as the Seller, and the customer hereinafter referred to as the Purchaser, unless some other arrangements have been made in writing.
2. The General Terms and Conditions of Sale form an integral part of any agreements concluded between the Purchaser and the Seller.
3. The present General Terms and Conditions of Sale are binding to the parties when an order has been confirmed by the Seller or when an agreement on cooperation has been signed.

§2. Orders

1. A sale agreement shall be effectively concluded on condition that an order has been placed by the Purchaser and written confirmation of the order has been sent by the Seller. The order shall be sent to the Seller by e-mail, fax, or letter. In exceptional cases, when the Seller maintains permanent economic relations with the Purchaser, the Seller may accept orders placed by phone or orally. Within the scope of the present GTCS an order constitutes an offer on the conclusion of a contract for sale or contract for delivery placed by the Purchaser.
2. The Seller is obligated to confirm the order within three working days from the date on which it was received, providing the delivery date, prices and financial terms. The written confirmation of the order means that the Seller has received the order and accepted it for fulfillment. However, the absence of the written order confirmation within the above mentioned deadline shall be regarded as a tacit acceptance of the order under the terms included therein unless the Seller informs about his non-acceptance in writing within the said deadline.
3. The Purchaser's order should contain the following data:
 - a. name of the Purchaser's company – including its detailed address,
 - b. Purchaser's NIP / cf. VAT number or its equivalent,
 - c. indication of the Offer Number – if applicable,
 - d. indication of the goods by their commercial name or symbol,
 - e. quantity of the ordered goods,
 - f. time, place and terms of delivery/ collection of the goods.
4. The Seller may suspend the sale procedure if he has doubts about the genuineness of the data contained in the documents referred to in § 2 subpar. 3 of the GTCS.
5. The cancellation of an order by the Purchaser is only admissible following the prior written agreement with the Seller on the cancellation terms. The Seller reserves himself the right to charge to the Purchaser the real costs incurred by the moment of such cancellation, however, not exceeding the value of the order.

§3. Order Fulfillment Date

1. Dates and detailed terms for the fulfillment of particular orders shall be defined in the written confirmation of the order given by the Seller.
2. The Seller reserves himself the right to change/ extend the deadline for the execution of the commercial transaction if this arises from the reasons beyond the Seller's control. The change of the deadline for the execution of the commercial transaction does not provide any grounds for the Customer to withdraw from the Contract or to make any claims for damages. In the case of long-term orders, processed in tranches, the Seller reserves himself the right to suspend the release of the goods until the invoices in respect of the previous tranches have been paid in full value.
3. In the case of prepaid orders, the Seller defines the order fulfillment date following the Purchaser's payment made in the amount agreed on by the parties.
4. If the order fulfillment date provided by the Ordering Party is not possible to keep, the closest possible fulfillment date shall be agreed on.

§4. Prices and Shipment

1. The selling price shall be agreed upon by the Purchaser and Seller in PLN or in such currencies as: EUR, USD. The prices quoted by the Seller shall always be net prices, upon which tax on goods and services shall be added according to the rates applicable on the invoicing date. Unless agreed otherwise, the EXW (INCOTERMS 2010) terms of shipment shall be applicable, upon which standard packaging costs of the Seller should be added. The prices shall not include the costs of delivery by the carrier or courier company.
2. The packaging cost shall be borne by the Purchaser. The packaging is not returnable, unless it was agreed otherwise in writing. The Purchaser may also be burdened with the costs of the products' transport security measures or transport insurance..
3. The shipment is delivered at the Purchaser's cost and risk. Upon his receipt of the shipment, the Purchaser may submit his potential complaints about the quality and mode of the transport service. Such complaints shall be submitted within 24 hours from the moment of the shipment's reception. The absence of such complaints within the said deadline shall stand for the acceptance of the products and services rendered by the Seller.
4. The transport costs shall be borne by the Purchaser at the rates quoted by the engaged carrier or at the rate of 2 PLN/ 1 kilometre of route - to the Purchaser and back, in the case the Seller renders his own transport services.

§5. Terms of Payment

1. For the initial two orders the Purchaser shall always make a prepayment or shall pay in cash upon collection.
2. In the event the Purchaser wants to pay by bank transfer, counting from the third order onwards, the Purchaser shall be obligated to provide the Seller with his registration documents (originals for inspection and copies): a copy of the Company's Entry into the National Court Register or Entry into the Business Activity Register issued no earlier than three months before, Certificate of NIP/cf. VAT Number Assignment, Certificate of REGON/ National Statistical Number Assignment, and Proxy document for the Purchaser's representative.

3. The Seller reserves himself the right to refuse the deferral of the date of payment.
4. The Purchaser is obligated to pay the amounts due under the contract of sale or delivery within the deadline specified on the invoice.
5. The payment shall be recognised as paid on the day on which it has been credited to Seller's bank account nominated on the invoice, or on the day on which it has been paid in cash.
6. In the case the payment has not been settled by the Purchaser within the deadline specified in subpar.4, the Seller shall be entitled to charge statutory interest for each day of the delay as well as demand prepayment or advance payment for the goods covered by the already accepted orders or the ones to follow.
7. The failure to settle due payments within the deadline specified in subpar.4 authorises the Seller to discontinue the deliveries of goods and suspend the processing of the already accepted orders.
8. Unless the parties agree otherwise, the payment for the ordered goods shall be settled without any deductions and mutual set-offs of receivables.
9. The goods remain the property of the Seller until the entire due amount is paid.
10. Lodging a complaint does not exempt the Purchaser from the obligation to make the due payment for the goods within the deadline specified in subpar. 4.

§6. Guarantee and Complaints

1. The Purchaser undertakes to inspect the goods in each delivery after they are delivered by the Seller before they are used for the first time.
2. The Seller grants a guarantee for his products. The guarantee period is 12 months calculated from the date of sale. The Seller's responsibility for the warranty in respect of the defective products is hereby excluded.
3. The goods which bear the marks of inappropriate handling or misuse shall not be covered by the guarantee.
4. The Purchaser is obligated to lodge complaints concerned with the damages affecting shipments immediately, but no later than within 24 hours from the date on which the goods were collected by the Purchaser.
5. The complaint on the physical defect should be lodged immediately, however, no later than within 48 hours from the moment of its detection, no later than 5 days from the shipment's reception, otherwise the complaint shall not be recognised. All and any complaints should be lodged in writing, on the Complaint Notification Form, in accordance with the Complaint Lodging Rules. Complaints made in any other form shall be recognised as not lodged.
6. The time limit for the processing of the Purchaser's complaint shall be 14 working days.
7. The Purchaser is obligated to furnish the Seller with all the, true and accurate, information on the character of the defect and on how it originated. This is aimed at enabling the appropriate assessment of, whether or not, the occurring defect may be repaired under the guarantee. In the case the Purchaser conceals or provides untrue information, he shall lose the guarantee granted to him.
8. In the case the Seller recognises the lodged complaint as legitimate, the Purchaser shall deliver the Seller the defective goods on his own account, and the Seller shall deliver the goods

free from defects or the Seller and the Purchaser shall terminate the concluded contract, which shall result in the reimbursement of the paid price accompanied with the same-time return of the defective goods. If the defect is only concerned with one element of the goods or one part thereof, and the Seller recognises the lodged complaint as legitimate, the Seller shall deliver to the Purchaser a new part or element and the Purchaser shall, on his own account, instal the new part or element sent by the Seller without charging the installation costs to the Seller.

9. In the case the shipment is damaged by the supplier/courier, it is indispensable that the Purchaser shall lodge a shipment-related complaint with the courier, or, possibly, draw up a complaint protocol with the courier, or he shall not collect the damaged shipment. In the case the damaged shipment is accepted, the Seller shall not bear responsibility for its defects.
10. The Purchaser shall lose his right to any complaint claims in the case of:
 - inappropriate transport or unloading of the goods,
 - inappropriate use of the purchased goods,
 - defects resulting from the inappropriate storage of the goods.

§7. Liability

1. Apart from the guarantee liability for the physical defects of goods, the Seller is not liable to the Purchaser for the occurrence of any damages to be caused by the goods or in connection with the use or possession thereof, without prejudice to the liability arising from the mandatory provisions of law.
2. The Seller is not liable for any Purchaser's losses, damages or costs (indirect or direct) resulting from delivery errors or delays, caused by the activities of the logistics operator.
3. The Seller does not bear responsibility for the information provided on his web page, and, in particular, in his catalogues, brochures, leaflets, ads and other publications – the same do not constitute an offer as defined in the provisions of the Civil Code, even if the same were assigned prices.
4. The publications concerning the products offered by the Seller are of exclusively informative character. The detailed technical data provided in the publications may undergo changes at any time, including due to the continuous changes taking place in the technical industry.

§8. Final Provisions

1. Polish law shall apply to all and any contracts incorporating GTCS as an integral part thereof.
2. The texts of the contracts and of the GTCS rendered in Polish constitute their original versions.
3. To all matters not settled herein the provisions of the Civil Code shall apply.
4. Declaring individual provisions as invalid does not affect the validity of the remaining GTCS provisions.
5. The parties shall aspire to settle amicably all their disputes arising in connection with the execution of the contracts covered hereby. In the case a matter cannot be amicably resolved, the sole and exclusive jurisdiction over the dispute resolution shall reside with the court having jurisdiction over the Seller's seat.