

General Commercial Terms and Conditions

1. Scope of application

- 1.1. These General Commercial Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) shall apply to any and all sale agreements which have been made or will be made in the future with EKO-OKNA S.A. Any agreements supplementing or differing from the Terms and Conditions shall supersede the Terms and Conditions provided that such agreements are explicitly made between the Parties in writing.
- 1.2. For the purpose of the Terms and Conditions a BUYER shall mean a business entity (an entrepreneur).
- 1.3. If EKO-OKNA S.A. supplies its products without objections, even being aware of different Terms and Conditions of a Buyer, such different Terms and Conditions of the Buyer shall apply only if and to the extent EKO-OKNA S.A. confirmed that they apply instead of these Terms and Conditions.
- 1.4. Any amendment hereto made by EKO-OKNA S.A. shall become a part of the agreement between EKO-OKNA S.A. and a Buyer, if the Buyer accept such amendment or does not object thereto in writing within one week of the publication of the amendment.
- 1.5. A consent of a Buyer to the terms and conditions of sale specified below shall be ultimately presumed if the Buyer does not object in writing within 3 days of the earlier of the acceptance of an order by the Seller, including acceptance of an order placed by an e-mail and the acceptance by the Buyer of all or part of products ordered. Further, a signature of the Buyer on a VAT invoice or a bill issued in respect of products delivered or on a document confirming the receipt of products ordered shall also be considered to be a consent to the Terms and Conditions. These Terms and Conditions are also published on the website of the Seller at: <http://www.ekookna.pl> and they shall be considered to be delivered to the Buyer.

2. Offers, samples and prices

- 2.1. Any sale offers made by the Seller (including offers referred to as “offers”) shall not be a binding sale offer within the meaning of the Civil Code but only an invitation to place an order by a potential buyer. Until an agreement is made an offer of the Seller shall only be an indicative offer.
- 2.2. No offers and price lists shall be binding. A calculation shall be made on the basis of prices applicable as of the delivery date. A fixed price guarantee shall require a special written confirmation. Any prices of products shall be given by the Seller in net amounts and shall include the cost of packaging which is necessary for proper delivery.
- 2.3. Any samples and patterns shall be considered to be exemplary with respect to quality and colours. Any differences which are typical of natural materials shall not be grounds for a complaint.
- 2.4. An offer shall be a relationship between the “Seller” and a “Buyer”. Any details of an offer shall be confidential and addressed only to the parties concerned. Both Parties undertake to keep any details thereof only for their own use. An abuse or further unauthorized transfer which is detrimental to the other party, shall be dealt with in accordance with the applicable provisions of the law.
- 2.5. A sale agreement shall be made on the basis of a written order placed by an e-mail, fax or in person, which specifies the product ordered, conditions of payment, date and manner of delivery. By placing an order

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a Buyer acknowledges that the Buyer accepts Seller's general terms and conditions. An order shall include the full details of a Buyer and contact numbers to enable the Seller to fulfil/ organize the order. A Buyer shall specify whether any woodwork ordered by them will be used in a new building or a building older than 5 years.

- 2.6. A Buyer shall confirm that a price quotation presented by the Seller conforms to an order made by the Buyer by placing a hand-written signature on the original copy of the order. Placing a hand-written signature shall mean reading and accepting an order and being liable for any inconsistencies between a price quotation presented by the Seller and the order. If a Buyer sends back an order presented by the Seller without placing a signature thereon and without making any corrections, it shall be deemed as a confirmation of the order. A Buyer shall notify the Seller of any inconsistencies immediately, before placing their signature or sending the order back. Such notification shall not require a written form.
- 2.7. Any arrangements, representations, warranties and covenants made by employees or representatives of the Seller orally in connection with making an agreement, placing an offer or confirming an order shall not be binding and shall not give rise to any claims against the Seller.
- 2.8. Terms and conditions of sale may be agreed upon by an e-mail or fax. Any arrangements, representations, warranties and covenants made in this manner shall not give rise to any claims against the Seller, in particular a claim for an agreement.
- 2.9. Any silent (presumed) agreements provided for by the law shall be excluded.

3. Conditions of delivery

- 3.1. The date of delivery or provision of a service shall be agreed upon in writing on the basis of anticipated manufacturing capacity of EKO-OKNA S.A. and shall be considered to be changeable, unbinding and dependent on timely deliveries to EKO-OKNA S.A. and any unforeseeable circumstances or obstacles, whether they occur in EKO-OKNA S.A. or in a business which delivers products in their entirety or any part thereof to EKO-OKNA S.A. Such circumstances and obstacles shall accordingly postpone the date of delivery or provision of a service, also if they occur during a period of a delay. In such case an additional time-limit set by a Customer, if any, shall also be postponed until such circumstances or obstacles persist.
- 3.2. Partial deliveries shall be permitted.
- 3.3. A risk of accidental loss of or damage to an item shall pass to a Buyer when the goods are delivered to the Buyer or issued from a Seller's warehouse to a carrier. If goods are unloaded by a Buyer, the Buyer shall be liable for accidental damage to the goods.
- 3.4. A Buyer shall collect goods without undue delay, against a written confirmation of receipt. If a date of delivery is postponed at a request of a Buyer or if there is a delay due to circumstances attributable to a Buyer, the Buyer shall pay to the Seller the costs of storing the ordered items in the amount of not less than 5% of the value of the invoice issued in respect of these items for each month of delay.

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3.5. Goods sent by the Seller shall be packed in a manner customarily used in trade. If the Seller deems that goods which are to be sent are of such a type that they require a special packing (e.g. in cartoons, crates, partitions), the costs of packaging shall be borne by a Buyer.

4. Conditions of payment

4.1. A payment shall be made against a VAT invoice issued by the Seller before loading goods.

4.2. The Parties agree that any invoiced amounts shall be payable on the date of delivery, unless an invoice states otherwise or the Parties decided otherwise in a sale agreement. A non-cash payment shall be considered to be made on the date when the bank account of the Seller is credited and a cash payment shall be considered to be made on the date when the Seller receives the money.

4.3. The Seller may request down payments.

4.4. If the case of a late payment the Seller shall be entitled to interest at the rate of 0.5% of the invoiced amount specified in section 4.1. for each day of delay. The interest shall not be written off after an outstanding amount has been paid.

4.5. A Customer shall be entitled to make deductions or withholdings only if the Customer's claims have been recognized by a final decision of a competent authority or explicitly acknowledged by EKO-OKNA S.A.

4.6. If a Customer is in arrears with payment of any due and payable amounts to EKO-OKNA S.A. for products delivered, EKO-OKNA S.A. may suspend further deliveries without any adverse legal consequences.

5. Title, liability for defects, contractual warranty and complaints

5.1. The title to any goods delivered shall pass to a Buyer only upon the payment of the entire purchase price.

5.2. The Parties shall not be liable for non-performance of any of their respective duties if such non-performance is caused by an obstacle outside of their control or in particular by one of the following reasons: fire, natural disasters, war, confiscation or other government order, general lack of a raw material, energy limits, labour disputes or if non-conformity of goods delivered by sub-contractors is caused by one of the above reasons.

5.3. Any quantity defects or visible physical defects shall be reported by a Buyer to the Seller in the Seller's registered office if the Buyer collects goods themselves or in the place specified in the order if goods are delivered to the Buyer; such defects shall be described by the Buyer in a separate report. If goods are transported by a carrier, such carrier may participate in the preparation of the report.

5.4. Any loss, damage and other defects which are not visible when goods are delivered (latent defects) shall be reported to the Seller not later than within 7 days of their disclosure. A Buyer shall examine delivered goods immediately, in any case not later than within 7 days of their receipt. A complaint shall be accompanied with all necessary data requested by the Seller and photos.

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- 5.5. In particular the Seller shall not be liable for any defects which occur as a result of using a product contrary to instructions given by the Seller or the product's intended purpose and properties. Normal wear and tear of a product resulting from proper use thereof shall not be considered to be a defect. Instructions regarding the proper use of a product shall be available in the registered office of the Seller. The liability of the Seller shall be limited to a delivery of a product free from defects or payment of an amount equal to the value thereof and shall exclude consequential damages. Removal of a defect by a Buyer on their own, at the expense of EKO-OKNA S.A., shall require a prior consent of the Seller to the cost and scope of such removal.
- 5.6. The Seller shall not be liable for defects resulting from improper storage of products and using inadequate installation and fitting materials in the fitting process. The Seller shall not be liable for fitting non-conforming woodwork, in particular fitting woodwork with wrong dimensions.
- 5.7. The provisions of the Civil Code on statutory warranty shall not apply to any sale agreement made by and between the Seller and a Buyer in accordance with these Terms and Provisions.
- 5.8. Granting a contractual warranty and determining the terms and conditions thereof shall be made in writing, based on individual arrangements made by the Seller and a Buyer, and shall be included in a separate document (warranty card). If a Buyer calls the Service of the Seller and such call is unfounded, the Buyer shall be charged with the costs of such call. In the case of deliveries made within the territory of the Republic of Poland, the liability of the Seller shall not extend outside of the territory of the Republic of Poland.
- 5.9. Exercising any rights under a contractual warranty and pursuing any claims regarding any defects of a product shall be possible only after the full invoiced amount (section 4.1.) is paid to EKO-OKNA S.A.

6. Withdrawal from the Agreement

- 6.1. If the Seller is unable to perform an agreement in its entirety or in any part, the Seller shall be entitled to withdraw from the agreement, by giving a notice to the Buyer; the right to withdraw may be exercised not later than until the date agreed upon by the Parties and specified in the agreement. The Seller shall not be liable for any damages suffered by the Buyer in relation to the withdrawal.
- 6.2. If the Seller is in delay with the performance of an agreement, the Buyer may withdraw from the agreement after the Seller fails to perform the agreement in the additional time-limit set by the Buyer, provided that the Buyer expressly reserved this right when setting the additional time-limit.
- 6.3. If a sale (delivery) agreement is made with respect to products specified as to their kind only and the Seller is not able to deliver the entire quantity of products ordered, the Buyer may withdraw from the agreement only if a partial delivery is detrimental to their reasonable legal interest. In other cases the Buyer is only entitled to lower their mutual consideration accordingly.
- 6.4. A Buyer shall be entitled to withdraw from the agreement also if a replacement or repair of a defective products are not performed properly or are impossible.

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7. Final Provisions

- 7.1. Any disputes arising out of or related to the contractual relationship between the Seller and a Buyer shall be settled by the competent court having jurisdiction over the registered office of the Seller.
- 7.2. Any legal relationships between the Seller and a Buyer shall be governed by the laws of Poland.
- 7.3. Any amendments, supplements or other clauses to these Terms and Conditions or to any agreements made shall be made in writing.
- 7.4. If any of the provisions is or becomes ineffective, the remainder of an agreement made on the basis of these Terms and Conditions shall be effective.