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GENERAL COMMERCIAL CONDITIONS OF EKO-OKNA S.A.

APPLICABLE FROM 28.06.2024

I. GENERAL PROVISIONS

1. These General Commercial Terms and Conditions (hereinafter: „GTC“) define the principles of cooperation in the field of sales and deliveries of products (hereinafter: „Product“, „Products“) offered by EKO-OKNA S.A. (hereinafter: „EKO-OKNA“ between EKO-OKNA and customers (hereinafter: „Purchasers“, Buyer), collectively hereinafter also referred to as the Parties. The Buyer within the meaning of these GTC means an entrepreneur within the meaning of the Act of March 6, 2018. – Entrepreneurs' law. The application of the GTC in commercial relations with consumers is excluded.
2. These GTC are an integral part of every offer, order and contracts concluded by EKO-OKNA. Placing an order or initiating cooperation in the field of sales or deliveries constitutes acceptance of these GTC.
3. Contracts, Agreements, Annexes and Amendments concluded in addition to or differently to the provisions of the GTC shall prevail over the provisions of the GTC if they have been expressly concluded between the Parties in writing or confirmed in writing by EKO-OKNA.
4. EKO-OKNA is not bound by contract templates, regulations or terms of sale/delivery used by the Buyer, unless EKO-OKNA has clearly confirmed their use in writing under pain of nullity.
5. These GTC are published on the EKO-OKNA website at www.ekookna.pl. Publication on the website www.ekookna.pl constitutes delivery of their content to the Buyer.

II. OFFERS, SAMPLES AND PRICES

1. Announcements, advertising materials, price lists, commercial information and other information as well as sales proposals (including proposals called „offer“) do not constitute a binding sales offer within the meaning of the Civil Code, but only a proposal to place an order by a potential Buyer. Until the order is placed, the EKO-OKNA offer is an estimate.
2. The calculation is based on the price valid on the day of delivery. Ensuring price stability requires separate written confirmation from EKO-OKNA. Product prices indicated by EKO-OKNA are net prices and include the price of packaging needed for proper delivery.
3. Samples and patterns should be treated as illustrative materials in terms of quality and colours. Certain differences that are typical for natural materials do not constitute grounds for complaint.
4. The offer constitutes a relationship between EKO-OKNA and the Buyer. All its details are confidential and intended only for interested parties. Both Parties undertake to keep any details thereof for their own use only. Abuse or further unauthorized transmission that will be to the detriment of the other Party will be dealt with in accordance with the relevant provisions of law.

III. ORDERS

1. The Buyer places orders for EKO-OKNA Products (hereinafter referred to as: „Order“ or „Orders“) using the nomenclature and codification system used by EKO-OKNA. Orders may be placed by the Buyer in writing, by fax or electronically via e-mail or via a computer program used to price EKO-OKNA products.
2. Orders placed by the Buyer are binding on EKO-OKNA only after they are accepted by EKO-OKNA by confirming the acceptance of the Order. The application of the provisions of Art. 661 § 1 - § 3 of the Civil Code. The possibility of implicit acceptance of the Order referred to in Art. 682 CC
3. The Buyer is responsible for the correctness of preparation of the Order in formal and financial terms.



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4. The Buyer's order should contain at least:

- a)** order number,
- b)** date of placing the Order,
- c)** dimensions, method of opening, colour, quantities and types of possible accessories,
- d)** unit prices of Products,
- e)** method of delivery,
- f)** approximate date and place of delivery (logistics address), taking into account the time necessary to transport the Products from the EKO-OKNA headquarters to the Buyer,
- g)** a stamp with a legible signature of the Buyer (does not apply to online orders).

5. EKO-OKNA may confirm acceptance of the Order only if the Buyer, before confirming acceptance of the Order, pays an advance payment to EKO-OKNA in the amount determined in accordance with the rules applicable to individual markets. An employee of the EKO-OKNA Sales Department or Debt Collection Department will inform the Buyer about the amount of the advance payment in writing, by fax or electronically via e-mail.

6. EKO-OKNA confirms acceptance of the Order in writing, by fax or electronically via e-mail or via a computer program used for pricing. Confirmation of acceptance of the Order includes the production number assigned to the Order and the order completion date and delivery date set by EKO-OKNA.

7. The Order completion date and delivery date are set based on the expected performance on the part of EKO-OKNA and are understood to be fluid, non-binding and dependent on the timely receipt of the necessary deliveries by EKO-OKNA and on the possible occurrence of unforeseeable circumstances or obstacles, regardless of this, whether they occur in EKO-OKNA or in the enterprise from which EKO-OKNA partially or fully receives the goods. These circumstances and obstacles result in an appropriate extension of the Order completion date and delivery date, even if they occur during an existing delay. In such a case, the additional deadline set by the Buyer is also extended by the time these circumstances or obstacles occur.

8. The contract is concluded when the Buyer receives confirmation of acceptance of the Order. If the Buyer receives from EKO-OKNA confirmation of acceptance of the Order containing conditions different from those indicated in the Order, the contract is concluded 24 hours after the Buyer receives confirmation of acceptance of the Order, unless the Buyer expressly objects within the above deadline. To be effective, the objection should be submitted in the same form in which the given Order was submitted.

9. Lack of response to the Order by EKO-OKNA does not constitute the conclusion of a contract. Implied acceptance of the Order by EKO-OKNA is excluded. EKO-OKNA reserves the right to refuse to accept an Order without giving a reason and without incurring any liability towards the Buyer, except for the refund of the advance payment paid by the Buyer.

10. Any agreements, assurances, promises and guarantees made by employees or representatives of EKO-OKNA orally, in connection with concluding a contract, submitting an offer or confirming an Order, are not binding and cannot constitute the basis for any claims against EKO-OKNA.

11. If the acceptance of the Order is confirmed by EKO-OKNA, the date of the Order is considered to be the date on which the advance payment amount is credited to EKO-OKNA's account, in accordance with the conditions specified in Chapter III point 5 of GTC. The implementation period runs from the moment of payment of the advance payment.

12. The order completion date means the date of transfer of the Product/Products to the EKO-OKNA warehouse. Delivery date means the declared date of delivery of the Products to the Buyer (Incoterms 2020 DAP) or the date of readiness to release the Products to the Buyer or the carrier indicated by him from the EKO-OKNA warehouse (Incoterms 2020 EXW).

13. The Buyer is entitled to cancel the Order only before EKO-OKNA confirms its acceptance. The possibility of canceling the Order after confirmation of its acceptance by EKO-OKNA is excluded.

14. Changes or extensions to the Order before its acceptance is confirmed by EKO-OKNA may be made by the Buyer only in the same form in which the given Order was submitted.



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15. The possibility of making changes to the Order after confirmation of its acceptance by EKO-OKNA is excluded.

16. If EKO-OKNA is unable to complete the Order or part of it, it has the right to withdraw from the contract in whole or in part. This right may be exercised by EKO-OKNA within 30 days from the expiry of the deadline for the execution of the Order or part of the Order to which the withdrawal applies, after informing the Buyer thereof. EKO-OKNA shall not be liable for any resulting damage.

IV. PAYMENTS

1. The price specified in the Order is payable on the date of planned delivery, subject to the provisions of Chapter III point 5 of GTC. The price, including additional transport costs in the case of Incoterms 2020 DAP delivery, will be deemed to have been made on time, provided that the entire amount is credited to the EKO-OKNA bank account on the day of the planned delivery of the Products.

2. In individual cases that require prior written agreement with EKO-OKNA, the Products will be delivered without the obligation to pay the full price in advance, however, the Buyer is obliged to pay the missing amount within the deadline agreed with EKO-OKNA.

3. If in the case described in Chap. IV point 2 of GTC, the payment will not be received until the Products are delivered. The Products will be made available for unloading (Incoterms 2020 DAP delivery) or released to the Buyer or the carrier indicated by him (Incoterms 2020 EXW delivery) only if the Buyer pays by payment card at the place of unloading or delivery of the Products. before unloading or collection by the carrier. Payment in cash is not possible.

4. EKO-OKNA does not consider the presentation of a transfer confirmation document in electronic or paper form to be sufficient to confirm the payment made. In the case of payment by bank transfer, the receipt of funds to the EKO-OKNA account is considered payment.

5. The Buyer has the right to deductions or retentions only if the claims have been confirmed by a final court decision or expressly recognized by EKO-OKNA in writing.

6. Filing a complaint by the Buyer does not release the Buyer from the obligation to pay the full price.

7. Failure to pay on time entitles EKO-OKNA to charge and demand payment of statutory interest for the delay and to suspend the delivery of the Products.

8. In the event of the Buyer's delay in payment exceeding 14 days, EKO-OKNA will set an additional 7-day deadline for the Buyer to pay the amount due, after which the Buyer will be entitled to withdraw from the contract. EKO-OKNA may exercise the right to withdraw within 30 days from the expiry of the additional deadline set for the Buyer for payment. The right to withdraw applies regardless of the right indicated in Chapter IV point 7 of GTC. EKO-OKNA may demand compensation from the Buyer for non-performance of the contract.

9. In the event that the sales invoice/proforma invoice is issued in a currency other than PLN, the amounts of additional fees (reimbursement of truck downtime costs, steel rack costs, transportation fee, storage fee for products, etc.) expressed in the GTC in PLN are payable in the currency of the invoice and will be converted to the invoice currency according to Table A of the average exchange rate of foreign currencies announced by the National Bank of Poland on the day preceding the date of issuance of the debit document.

V. DELIVERY CONDITIONS

1. Products will be delivered within the EU according to Incoterms 2020 DAP or Incoterms 2020 EXW. Each time, the delivery conditions are specified in the Order confirmed by EKO-OKNA. In the case of Incoterms 2020 DAP delivery, shipping and transportation costs will be charged in the invoice issued to the Buyer in addition to the price payable for the Products. The parties may agree in writing on different delivery terms.



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2. In the case of DAP Incoterms 2020 deliveries, the unloading place should allow easy access by a truck (weight: 40 tons, length 20 m, height 4 m, width 2.5 m) and have a hardened unloading area, enabling safe movement of the forklift together with the Products (weight: 2 tons + load). If the indicated conditions are not met, the carrier's driver may refuse entry. The Buyer will also be charged with reimbursement of the costs of truck downtime (longer than 5 hours) caused by waiting for the preparation of the place for unloading and storage of unloaded Products. EKO-OKNA also has the right, after prior notice to the Buyer, to deliver the Products to another place or choose a different delivery method and to charge the Buyer with the obligation to reimburse any resulting costs.

3. In the case of delivery under DAP Incoterms 2020, the risk of accidental loss or damage to the Products passes to the Buyer when they are handed over to the Buyer at the place of delivery, without unloading. In the case of delivery under Incoterms 2020 EXW, the risk of accidental loss or damage to the Products is transferred to the Buyer at the time of release of the Products to the Buyer or the carrier indicated by him from the EKO-OKNA warehouse.

4. Ownership of the delivered Products passes to the Buyer upon full payment of the sales price and other liabilities, in accordance with the accepted Order. Reservation of ownership does not affect the transfer of risk indicated in Chapter V point 3 of GTC.

5. The products are packaged in a manner normally used in trade. If EKO-OKNA decides that the Products are of such a type that they require special packaging (e.g. in boxes, boxes, partitions), the packaging costs are borne by the Buyer. At the Buyer's request, EKO-OKNA will pack the Products in the manner indicated by the Buyer, with additional packaging costs borne by the Buyer.

6. Products are packed on wooden or metal stands. The delivered Products may be on a pallet together with products intended for other recipients. EKO-OKNA reserves that the Buyer must be prepared for possible manual unloading of the delivered Products.

7. In the case of delivery of Products on steel stands, the Buyer is obliged to return them immediately to EKO-OKNA after delivery, no later than 21 days from the date of delivery. If the stands are not returned within the above deadline, EKO-OKNA will send a request to the Buyer, specifying an additional period of 14 days to return the stands. If the deadline expires ineffectively, EKO-OKNA will charge the Buyer with the costs of steel stands in the amount of PLN 1,200 net per piece, issuing a VAT invoice with a 14-day payment deadline. The stand should be located at the place of delivery or logistics address of the Buyer.

8. Proof of delivery is the WZ document issued on a computer by EKO-OKNA in an accounting and financial program, legibly signed by the Buyer or his authorized employees, or a delivery confirmation on a mobile device.

9. If the delivered Products are not properly collected at the place of delivery or if the carrier's driver fails to release the Products due to failure to pay the full price, the Products will be transported to the headquarters of EKO-OKNA. For the re-transport of the Products, the Buyer will be charged a transport fee depending on the distance to the place of delivery.

10. If the carrier's driver fails to release the Products due to failure to pay the full price, the Buyer will also be charged with the reimbursement of the costs of truck downtime (longer than 5 hours) caused by EKO-OKNA waiting for the receipt of payment for the Products, return of the Products to EKO-OKNA and storing unloaded Products.

11. Failure of the Buyer to collect the ordered Products within the delivery date specified in the Order confirmation does not release the Buyer from the obligation to pay in accordance with the agreed price. EKO-OKNA is entitled to charge the Buyer a contractual penalty in the amount of 0.5% of the net value of the ordered Products for each week of delay in their receipt.

Additionally, the Buyer is obliged to pay EKO-OKNA a fee for storing the Products in the following amounts:

- 30 PLN net for each week of delay for each uncollected construction – for Clients paying in PLN (applicable to Clients from Poland, Slovakia, Czech Republic, and Hungary),
- 10 EUR net for each week of delay for each uncollected construction – for Clients paying in EUR (applicable to Clients from Poland, Slovakia, Czech Republic, and Hungary),
- 25 EUR net for each week of delay for each uncollected construction – for other Clients.

EKO-OKNA may demand compensation from the Buyer exceeding the amount of the reserved contractual penalty up to the amount of the actual damage incurred (including the costs of storage, insurance, and transportation of the Products)



12. If the Buyer's delay in collecting the Products exceeds 21 days, EKO-OKNA may set the Buyer an additional 7-day deadline to collect the Products, after which the Buyer will be entitled to withdraw from the contract. If EKO-OKNA withdraws from the contract for the reasons described in the preceding sentence, EKO-OKNA has the right to demand from the Buyer the payment of a contractual penalty in the amount of 20% of the gross value of the Products for which the contract was withdrawn. EKO-OKNA may demand compensation from the Buyer exceeding the amount of the reserved contractual penalty up to the amount of the actual damage suffered (including the costs of materials, production, transport, insurance, storage and disposal of the Products). EKO-OKNA retains the right to demand the contractual penalty referred to above in Chapter V point 11 sentence 2 of the GTC. and the storage fees referred to above in Chapter V point 11 sentence 3 of the GTC. EKO-OKNA may exercise the right to withdraw from the contract within 30 days from the date of expiry of the additional deadline set for the Buyer to collect the Products

13. EKO-OKNA reserves the right to process the Order also through partial deliveries as well as deliveries before the date indicated in the confirmation of acceptance of the Order.

14. In the case of DAP Incoterms 2020 deliveries, the Order must meet the logistic minimum, calculated according to the delivery region. If the Order does not meet the above minimum, the Buyer will be charged an additional fee in the amount calculated for the delivery region.

15. In the case of DAP Incoterms 2020 deliveries, the Products are delivered to the logistics address indicated in the Order. If the Buyer requests delivery to an address other than the one indicated in the Order, he is obliged to inform EKO-OKNA at least 10 days before the calculation date. If the distance to the new delivery address is greater than the distance to the logistics address indicated in the Order, the Buyer will be charged an additional fee in the amount calculated for the place of delivery.

VI. WARRANTY

1. EKO-OKNA provides a quality warranty, the details of which, to the extent not regulated in these General Terms and Conditions, are specified in a separate warranty statement (Warranty Card). The warranty periods for individual Products are regulated separately and available on the website www.ekookna.com

2. EKO-OKNA is not responsible for the correctness of hole measurements made by the Buyer.

3. The warranty covers only the following Products:

- a) stored in accordance with the requirements, i.e. in covered, dry and airy rooms,
- b) installed in accordance with the assembly instructions provided by EKO-OKNA on the website www.ekookna.com,
- c) bearing no traces of design changes made by the user,
- d) where ongoing maintenance was carried out in accordance with EKO-OKNA recommendations,
- e) used in accordance with their intended purpose.

4. The exercise of warranty rights and EKO-OKNA's liability for defects in the Products under the warranty takes place only if the Buyer pays EKO-OKNA the full amount indicated on the VAT invoice. Products for which the price has not been paid are not covered by the warranty.

5. In the event of a delivery requiring payment for the Products before their release to the Buyer, the warranty begins upon delivery of the Product.

6. If the Products are released with any part of the payment deferred, the warranty begins upon payment of the entire price.

7. Filing a complaint by the Buyer does not constitute grounds for withholding payment for the Product.

8. EKO-OKNA's liability under the warranty is limited each time to the net value of the purchased Product according to the purchase invoice. Due to the fact that the Products are covered by a warranty, EKO-OKNA's liability under the warranty for defects is excluded (Article 558 § 1 of the Civil Code), subject to mandatory provisions of law.



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- 9.** The Buyer is obliged to examine the Products for obvious defects at the time of receipt. Complaints about obvious defects, such as quantity deficiencies, glass damage, visible mechanical damage, inconsistencies in colour, dimension, system, scratches, cracks, profile deformations, etc. should be submitted in writing upon receipt, under penalty of loss of warranty rights in this respect and acknowledge that the Products have been received without any reservations. EKO-OKNA is released from warranty liability if the Buyer knew about the defect at the time of delivery of the Product or could have noticed it upon receipt.
- 10.** The Buyer is obliged to examine the Products for hidden defects immediately, but no later than within 7 days from the date of receipt.
- 11.** Defects that cannot be noticed upon receipt of the Products (hidden defects), as well as any other defects of the Products revealed during normal use and covered by warranty, should be reported to EKO-OKNA no later than within 14 days of their detection.
- 12.** Failure to comply with the provisions specified above in Chapter VI point 9.,10. ,11. The terms and conditions for the Buyer to examine the Products or to notify EKO-OKNA of the defect will result in the Buyer losing the warranty rights.
- 13.** The Buyer is each time obliged to make a preliminary assessment of the validity of the Product complaint, prepare a report on the activities carried out, indicate the defects or failures of the Product, provide the cause of their occurrence and immediately forward this information to EKO-OKNA in writing or electronically via the COMPLAINT FORM, available on the website www.ekookna.com. Together with the complaint, the Buyer is obliged to provide all necessary data requested by EKO-OKNA along with photographic documentation of the defective Products. The Buyer accepts the fact that the complaint will be considered based on the complaint rules available on the website www.ekookna.pl under the name „REGULATIONS FOR THE JUSTIFICATION OF COMPLAINTS”.
- 14.** Complaints will be considered within 14 days from the date of delivery to EKO-OKNA of a correct and complete complaint notification, along with the necessary data and photographic documentation. EKO-OKNA may extend the deadline for considering the complaint if it is necessary to take additional actions to determine its validity (inspection, tests, etc.).
- 15.** If the complaint is accepted, EKO-OKNA, at its own discretion, will remove the defects by repairing or replacing the Product or its defective element with a defect-free one as soon as possible, but no longer than 30 days from the date the complaint is deemed justified. This deadline may be changed in consultation with the Buyer for important objective reasons.
- 16.** Defective (replaced) products or elements will be returned to EKO-OKNA within 30 days from the date of replacement, at the expense of EKO-OKNA. If the replaced Product/element is not returned within the above deadline, EKO-OKNA will charge the Buyer with the obligation to return its equivalent by issuing a VAT invoice.
- 17.** If an unjustified complaint is submitted, all related costs, in particular travel and work costs of service technicians (according to the current price list of services and materials), are borne by the Buyer.
- 18.** The Buyer is obliged to perform warranty service in the scope of:
- a)** adjustment of window fittings for the proper functioning of the sashes,
 - b)** replacement of the complained elements with new ones provided by EKO-OKNA under warranty,
 - c)** other warranty services specified separately in the warranty statement (Warranty Card).
- 19.** If the Buyer avoids the obligation to perform the warranty service specified above in Chapter VI point 18 of GTC, EKO-OKNA will charge the Buyer with costs in the amount of 4% of the value of the Products for which the Buyer has avoided the obligation to provide service.
- 20.** The Buyer is obliged to provide the end recipient of the Products with a Warranty Card.
- 21.** The activities of the manufacturer's mobile service teams cover the country of registration of the Buyer's business.



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22. In the case of delivery of Products under Incoterms 2020 EXW (Buyer's own transport), accepting the complaint involves sending the Products/their components free from defects to the Buyer. The replacement is made by the Buyer on his own and at his own expense.

VII. LIABILITY

1. Subject to mandatory provisions of law, EKO-OKNA's liability for damage is excluded, except for damage caused by wilful misconduct or gross negligence. EKO-OKNA is not liable for any indirect damages or losses, including property damage, intangible damage, loss of income, production losses, consequential damages (commercial losses and/or losses resulting from downtime) and the like. EKO-OKNA's liability is each time limited to the amount of the net value of the contract concluded as a result of placing an individual Order and confirming its acceptance, the non-performance/improper performance of which resulted in damage or in connection with which the contract resulted in damage. The value of the contract is determined according to the net price of the invoice/purchase invoices issued for a given Order. Liability for damage caused as a result of Product defects is limited each time to the net price of the purchased Product according to the purchase invoice.

2. Provisions of Chapter VII point 1 of GTC and Conditions apply to claims for tort and claims for reasons other than non-performance/improper performance of the contract. The limitation does not apply to liability for damage caused by a dangerous product and for personal injury.

3. Mentioned above in Chap. VII point 1 of GTC. The exclusion or limitation of EKO-OKNA's liability also applies to the personal liability of holders of EKO-OKNA's bodies, representatives, proxies and employees, and all persons entrusted by EKO-OKNA with the performance of an obligation.

4. EKO-OKNA is not liable for non-performance or improper performance of obligations arising from the concluded contract, if the non-performance or improper performance of obligations is caused by force majeure. Force majeure means circumstances beyond the control of EKO-OKNA that occurred after the conclusion of the contract and whose effects cannot be avoided, such as: fires, floods, natural disasters, epidemics, wars, strikes, riots, interruptions or delays in the supply of components, raw materials, energy, decisions of public administration bodies, changes in legal provisions, embargoes, etc.

VIII. PERSONAL DATA PROTECTION

1. Personal data of natural persons participating on the Buyer's side in concluding and performing the contract, including the Buyer's employees and natural persons representing the Buyer, will be processed by EKO-OKNA S.A. as the Controller of personal data in compliance with the requirements arising from 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 (general regulation on personal data) (Journal of Laws EU.L.2016.119.1 of May 4, 2016; hereinafter referred to as the Regulation) and Polish legal provisions regarding the protection of personal data.

2. The administrator of personal data is EKO-OKNA S.A. based in Kornice, 47-480 Kornice, ul. Spacerowa 4, entered into the register of entrepreneurs kept by the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number 0000586067, NIP: 6391813241, REGON: 277925708.

3. Contact details of the Data Protection Inspector responsible for EKO-OKNA S.A. for the protection of personal data:

Roman Kurzydem **tel:** +48 572 337 224 **email:** iod@ekookna.pl

4. Personal data will be processed by the Administrator pursuant to Art. 6 section 1 letter b), letter c) and letter f) Regulations in order to conclude and implement the Product sales contract and for purposes arising from the legally justified interests pursued by the Administrator, including to establish, secure and pursue claims between EKO-OKNA and the Buyer.

5. The Administrator may entrust the processing of personal data to other entities in the scope of accounting, tax, auditing, legal, service, transport and IT services. Data may also be transferred to other entities that process data on behalf of the Administrator, to whom the Data Administrator may commission certain technical activities in connection with the processing of personal data, which will each time be carried out on the basis of an agreement to entrust the processing of personal data.



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6. Personal data will be stored for the period necessary to achieve the purposes for which they were obtained, and to the extent necessary to pursue claims arising from liability for non-performance or improper performance of the sales contract - for the period of limitation of these claims.

7. Personal data is not subject to automated processing, including profiling.

8. The person whose personal data concerns has the following rights:

a) the right to request from the Administrator access to the content of personal data, rectification, deletion or limitation of processing, the right to object to the processing and the right to transfer data;

b) the right to withdraw consent at any time without affecting the lawfulness of processing based on consent before its withdrawal;

c) the right to withdraw consent at any time, without affecting the lawfulness of processing that took place before the withdrawal of consent;

d) the right to lodge a complaint with the President of the Personal Data Protection Office if the method of data processing is unlawful.

IX. FINAL PROVISIONS

1. The parties will inform each other immediately about any changes in their addresses. Until notification of a change of address is sent, all letters sent to the current address will be considered effectively delivered.

2. The buyer authorizes EKO-OKNA to issue invoices without his signature.

3. Pursuant to Art. 4 c of the Act on counteracting excessive delays in commercial transactions of March 8, 2013 (Journal of Laws of 2019, item 1649), in fulfilment of the obligation imposed by the said Act, EKO-OKNA hereby declares that it has the status of a large entrepreneur within the meaning of art. 4 points 6 above Act.

4. These GTC and the contracts concluded on their basis are subject to Polish law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

5. In matters not regulated by these General Terms and Conditions, the relevant provisions of the Civil Code will apply.

6. The invalidity or ineffectiveness of any of the provisions of the General Terms and Conditions or the concluded contract does not result in the invalidity or ineffectiveness of the remaining provisions. In such a situation, the invalid or ineffective provision will be replaced by a provision that most closely corresponds to the previous provision and reflects the common intention of the Parties.

7. The possibility of transferring receivables due to EKO-OKNA to other entities is excluded.

8. Any disputes arising from the application of these GTC and contracts concluded with them will be resolved by Polish common courts competent for the registered office of EKO-OKNA.

9. EKO-OKNA reserves the right to change the GTC.

10. Any changes to the GTC are valid from the date indicated in this document, with the proviso that the provisions of the General Commercial Terms and Conditions in force on the date of confirmation of the Order will apply to the contracts concluded between the Parties.

11. These General Commercial Terms and Conditions are effective from 28.06.2024, replacing the previous wording of the EKO-OKNA General Commercial Terms and Conditions.