

GENERAL TERMS AND CONDITIONS OF SALE

ŚLĄSKA FABRYKA OKIEN KNS Spółka z ograniczoną odpowiedzialnością

THE TERMS USED IN THIS DOCUMENT SHALL HAVE THE FOLLOWING MEANING:

1. **Goods** — goods and services offered by the Seller commercially.
2. **Seller** — ŚLĄSKA FABRYKA OKIEN KNS Spółka z ograniczoną odpowiedzialnością with its registered office in Wodzisław Śląski (43-410) at ul. Młodzieżowa 67 B, NIP: 6472458703, KRS: 0001019342
3. **Buyer** — an entrepreneur under Article 431 of the Polish Civil Code buying Goods or Services from ŚLĄSKA FABRYKA OKIEN KNS Sp. z o.o.
4. **GENERAL TERMS AND CONDITIONS OF SALE IN FORCE IN ŚLĄSKA FABRYKA OKIEN KNS Sp. z o.o.** — hereinafter referred to GTC, are these general terms and conditions of sale and service provision by the Seller.
5. These GTC constitute an integral part of every offer, order and contracts executed by the Seller. Placing an order or starting cooperation relating to sale or deliveries shall be deemed acceptance of these GTC.

I. PRINCIPLES OF ORDERING, BUYING AND ACCEPTANCE OF GOODS AND SERVICES

1. An order for Goods/Service must be placed in writing, sent by fax or e-mail.
2. The order should include:
 - the Ordering Party's business name;
 - the Ordering Party's NIP and address;
 - the type and quantity of the ordered Goods or Service;
 - place of delivery: the offer includes delivery to the address of the Buyer's company registered office; delivery to another address is only possible with the Seller's consent;
 - all personal pick-ups require prior arrangement;
 - indication of the location and conditions of use, weather conditions and other requirements included by the Seller in the terms and conditions of guarantee;
 - the name and surname of the person authorised to place orders.
1. When placing an Order, the Buyer agrees to have an invoice issued without their signature and to have it delivered by email.
2. When the Goods/Service are/is ordered together with delivery, the Buyer shall be obliged to ensure that the vehicles are able to reach the unloading location, including vehicles heavier than 3.5 t if they are used for delivery. If equipment is damaged or becomes defective because of poor preparation of the unloading location or access roads, the damages and costs relating to such damage or failure shall be borne by the Buyer. If it is impossible to reach the unloading location safely, the Buyer shall pay the costs of the unsuccessful delivery and any costs of redelivery.

3. If the Seller indicated the Delivery Date in the order or another statement, it is an indicative one and any delay does not authorise the Buyer to pursue any claim for damages for the delay.
4. On the day of shipment or of collection from the Seller's seat before loading, the Goods must be accepted relating to their quantity and quality, including any discoverable mechanical damage, including but not limited to scratches, cracks, indentations, discolourations, which also pertains to the packaging. Any non-conformities and comments must be written down and confirmed in the delivery document in the presence of a courier/driver and in the Stock Issue Confirmation (Polish WZ), as per the procedure named in section 7, otherwise being considered that the Goods/Service meet(s) all requirements of the Buyer and comply(-ies) with the order, which renders it impossible to make such reservations in the future.
5. The Buyer shall be obliged to check the Goods in the presence of the courier/driver. In the case of any suspected damage, the Buyer shall make an appropriate report and photo documentation (video recording is also recommended) and shall hand them over to the Seller together with the relevant complaint no later than on the day following the delivery date as otherwise such reservations would not be admissible in the future.
6. The price for the Goods/Services is determined based on the Seller's price list in force on the date of issuing the invoice or another written quotation made by the Seller to the Buyer. The Buyer must not claim that they do not know the Seller's price list. The Seller reserves the right to grant discounts, reductions and to organise sales relating to the purchase and promotion of the Goods/Services. The Seller always quotes a net price to which VAT should be added in the rate in force on the date when the invoice is issued. The Seller may amend the price lists by placing such information on the website, with new prices coming in force once they are thus placed or once the Buyer is notified.
7. The quotation, price calculation, prepayment (proforma) presented to the Buyer is commercial information and does not constitute an offer under Article 66 &1 of the Polish Civil Code, but applies to ordering of all components included in the quotation and is an estimate. If the component quantity or type, FX rate, manufacturer's rates and other constituents of the selling price are changed, the order shall be performed based on a new price calculation.
8. The quotation, price calculation, prepayment (proforma) do not constitute the Goods' reservation.
9. The price for the Goods or Service does not include removal of waste generated relating to the performance of the delivery or Service.
10. The order of the Goods and Services for which the price is calculated placed by the Buyer confirms the guidelines, reservations and technical comments of the Seller, including but not limited to the technical parameters of the ordered Goods.
11. The price does not include Goods' loading on the means of transport once they are released in the Seller's seat.
12. The Seller reserves the right to cancel the order processing at any stage of its performance until the Customer accepts the Goods and no later than 12 months after the delivery date indicated in the order. The Buyer shall not be entitled to any claims towards the Seller for the order cancellation.
13. The Buyer shall be entitled to resign from the Order solely before its reception is confirmed by the Seller. Any possibility to resign from the Order once the order reception is confirmed by the Seller is excluded.
14. Any Goods accepted by the Buyer or a carrier without writing down any reservations in the acceptance documents are deemed to be defect-free.
15. Any risks, including but not limited to the risk of the Goods' damage or loss, shall be transferred

to the Buyer once the Goods/Services are released, and if the Goods are delivered by the Courier/Driver or another third party, once the Goods are released to the Courier/Driver or another party.

16. The VAT invoice shall be issued by the Seller no later than seven days after the Goods/Services are released to the Buyer. The due sum shall be paid by the Buyer by the deadline stipulated in the invoice, this deadline always being calculated from the date when the invoice is issued by the Seller. The Seller may make the order performance conditional on a prepayment.
17. Premium Goods, exceeding the standard offer, require prepayment of 100% of the sale price.
18. The parties believe that the date of payment shall be the date when the money is credited to the Seller's bank account.
19. If the Buyer delays payment, the Seller shall be entitled to accrue statutory interest for late payments in commercial transactions.
20. If the Buyer delays payment, the Seller shall be entitled to postpone current and further deliveries of the Goods to the Buyer, further Service provision and order production.
21. The Seller shall be entitled to refuse to release the Goods to an unauthorised person without any liability for losses suffered by the Buyer or third parties on those grounds. The Buyer shall be held liable towards the Seller for any costs incurred by them (including but not limited to the costs of the Goods' transport and unloading) relating to such authorisation absence.
22. If the Seller delivers the Goods to the location named by the Buyer, the Buyer shall be obliged to ensure that there is a person holding authorisation to accept Goods in every indicated location. Acceptance by any person in the location named by the Buyer shall be deemed to be acceptance by the person authorised by the Buyer and the risk relating to releasing the Goods to such a person shall be borne by the Buyer in such circumstances.
23. The Buyer (also when they employ a third party carrier or courier) shall be held liable for securing the cargo as appropriate and for any losses caused by improper cargo protection. The Seller shall not be held liable for any losses relating to transport effected by the Buyer or other entities transporting at the Buyer's or Seller's request.
24. The Goods are placed on wooden, metal or other stands. The delivered Goods can be placed on a pallet together with goods for other recipients. The Buyer must be prepared to perform manual unloading of the delivered products, whenever required.
25. If the products are delivered on stands, the Buyer shall be obliged to return the stands to the Seller immediately after the delivery is completed, no later than 21 days after the delivery date. If the stands are not returned by the said deadline, the Seller, having requested the Buyer to release them, shall encumber the Buyer with the cost of steel stands amounting to PLN 1,400 per stand, by issuing a VAT invoice with a 14-day payment period. The stand should be returned to the Seller's seat or released by the Buyer in the delivery location.
26. When the Goods/Services are released/collected, the Buyer shall be obliged to check the Goods for their compliance with the order, including but not limited to their quality, quantity and type. Any non-conformities with the order, damaged packagings, defects and faults must be reported once the Goods/Service are/is released/collected and confirmed in writing, otherwise considered invalid, with a note in all delivery documents, as otherwise any claims on those grounds will become invalid, including guarantee claims as per the procedure described in section 7.
27. If the Buyer delays collection of the ordered Goods by at least 7 days when they were to collect them in person, the Seller shall be entitled to encumber the Buyer with the warehousing costs of the Goods not collected amounting to PLN 250 (two hundred fifty zlotys) per each and every square meter of Goods' area per every day of warehousing.

28. Due to the production process optimisation, once the Buyer accepts the quotation and the order is confirmed for production by the Seller, the Buyer shall not be able to make any amendments to the order.

II. FORCE MAJEURE

1. If any circumstances occur which could not be foreseen when the contract was executed, the Seller shall be exempt from their obligations under the contract and these General Terms and Conditions for the duration of such circumstances.
2. The Seller shall notify the Buyer immediately of the occurrence of circumstances specified in section 1.
3. Any changes of the Goods' and components' prices, of FX rate, raw material prices, costs of the Goods' deliveries and other constituents of the final price of the Goods/Service shall authorise the Seller to change the sale price at any stage of the order processing and the Buyer shall not be entitled to any claims towards the Seller on those grounds.

III. LIABILITY

1. In any case when the Seller's liability for damages emerges towards the Buyer relating to any order performance, it shall be limited to the actual loss which must not exceed 20% of the Seller's remuneration for the Goods or Service covered by the order giving rise to the Seller's liability.
2. The Seller shall be held liable solely for the quality of the Goods/Services and undue performance of the subject of the contract as per the guarantee, based on the terms and conditions stipulated in Chapter VI, and solely for the shortcomings which became visible during standard use of the Goods which were used and operated properly.
3. Any samples and patterns should be considered indicative of quality and colours and any discrepancies typical of natural materials shall not be grounds for any complaints and the Goods' defect.

IV. DISCLAIMER FOR THE SELLER

1. The Seller's liability under warranty shall be excluded under Article 558 § 1 of the Polish Civil Code.
2. Irrespective of section 1 excluding the Seller's liability under warranty for physical defects of the Goods, the Seller shall not be held liable for the following when performing Services:
 - any deviations of the Goods' dimensions and appearance or Service performance quality which are permitted by the technical approval, product data sheet, standards or customary standards;
 - Goods' deficits and wear resulting from use;
 - damage resulting from incorrect installation of the purchased Goods, incorrect choice of the product for the type and value of loads, incorrect use, not compliant with the intended use and properties of the purchased Goods, inappropriate storage or transport of the purchased Goods or components at the Ordering Party's request;
 - soiling and changes in the Goods' appearance resulting from their use;
 - impressions or scratches;
 - loss of operating fluids, gas, grease.

1. The Seller shall not be held liable for the failure to perform or improper performance of the order when the Goods were not stored, transported, installed or used properly.
2. The mobile service teams of the Seller operate in the territory of Poland. For other countries, their support must be agreed in writing, otherwise considered invalid.

V. COMPLAINT

1. For any guarantee complaint, the Buyer shall be obliged to provide the following documents concerning the object complained against to the Seller to start the complaint procedure:
 - order;
 - guarantee document;
 - Goods' release note;
 - purchase invoice with the confirmation of its complete payment.

In the absence of the said documents, the complaints shall not be investigated until the documents are submitted.

2. The quantitative complaints and the ones relating to the mechanical damage to Goods and their components must be made at the Goods' collection or delivery, and for any deliveries of significant quantities no later than the end of the day following the day of the Goods' delivery or release.
3. Any complaints concerning concealed defects, i.e. the ones which the Ordering Party was unable to detect during the Goods' collection/release, must be reported to the Seller in writing no later than the end of the day following the day of Goods' delivery or release.
4. The complaint shall be investigated no later than 30 business days after the day when the complaint is duly made.
5. The complaint shall be made solely by filling in the complaint form at <https://www.knsokna.pl/> in the tab "Download complaint form" (Pobierz formularz reklamacyjny). A duly filled-in form should be sent to the email address of the Service Department: serwis@kns-okna.pl or by traditional mail to the registered office of KNS.

VI. GUARANTEE

1. For deliveries of the Goods where the Seller is not the manufacturer, the only guarantee in force is the one granted by the Goods' manufacturer based on the terms and conditions of guarantee stipulated in a written guarantee card or another document issued by the manufacturer or the distributor marketing the Goods for the first time or from whom the Goods were bought by the Seller.
2. Relating to the Services and sales of the Goods manufactured or performed by the Seller, the Goods and Services performed shall be subject to the manufacturing guarantee of the Seller based on the terms and conditions in force at ŚLĄSKA FABRYKA OKIEN KNS Sp. z o.o. available at www.knsokna.pl with a reservation that the guarantee for the Goods is granted provided that the installation is performed duly, in line with the Seller's guidelines and that the Goods are installed and used as per the intended use, declared weather conditions and the place and use of the Goods.
3. The Seller's guarantee does not cover:

- mechanical damage to the Goods;
 - damage and changes caused by mechanical, chemical and weather factors (the complaint cannot be made for e.g. damage and changes caused by high and low temperatures not anticipated for the Goods) or improper maintenance;
 - damage and changes caused by incorrect use of the Goods.
1. The Seller's guarantee is granted provided that the Seller's remuneration is paid in whole in due time.
 2. Any retouch or repair of the Goods shall take place solely locally, using technology available to the Seller, by means of repair or replacement of the Goods' component.
 3. If the Seller is held liable based on guarantee, any non-conformity with the declared quality, the fault or defect shall be rectified in the Seller's plant and the Buyer shall be obliged to deliver the non-conforming component or the Goods in their entirety to the Seller's plant and collect it/them at their own expense on the appointed date. The costs of dismounting and re-installation of the Goods or components thereof shall be borne by the Buyer.

VII. RETURNS

1. Every return of the Goods shall be conditional on the Seller's consent given on a case-by-case basis and, as a rule, it is excluded due to the customised production.

VIII. GENERAL PROVISIONS

1. The Seller's quotation and all its details are confidential and addressed solely to the Buyer. The Buyer obliges to keep its details confidential and restricted to their own use. Any violation or further unauthorised sharing to the Seller's detriment shall be grounds for claiming relevant damages by them from the Buyer.
2. Any data or personal data provided by the Buyer may be collected by the Seller and processed for marketing and accounting purposes, for order processing and other purposes relating to the documents kept by the Seller. The data may be transferred or shared with other entities for purposes relating to the contract or order performance. The Buyer shall be entitled to access and correct their personal data based on a written request submitted to the Seller.
3. The Buyer shall be obliged to provide any information required for order performance to the Seller. The Buyer shall be held liable for the effects of providing incorrect or incomplete data in the order, including but not limited to the ones preventing, hampering or limiting order performance.
4. The parties exclude the possibility for the Buyer to offset the Buyer's claims towards the Seller with the Seller's claims towards the Buyer. The Seller may offset their claims, including the undue ones, towards the Buyer with the Buyer's claims towards the Seller.
5. The Seller shall be entitled to terminate the contract, including the order, with immediate effect or to withdraw from the contract, if they believe, based on the information obtained, that the Buyer's status may prevent the Buyer from paying for the Goods/Services or such a payment shall be delayed.
6. The Seller may transfer their rights and obligations under these GTC, the contract or the order to any other entity without obtaining the Buyer's consent. The Buyer must not transfer their rights and obligations under these GTC, the contract or the order without obtaining a prior written consent of the Seller.

IX. FINAL PROVISIONS

1. The applicable law shall be Polish law, both substantive and procedural one.
2. For the avoidance of any doubt, it is agreed that no provisions of GTC shall apply to the Buyer as the consumer under the Polish Civil Code.
3. Amendments to the GTC may be made by the Seller any time with no need to provide any reason. The applicable GTC shall be available on the Seller's website at www.knsokna.pl, and should the Buyer request that, the Seller shall send the up-to-date version of GTC to their email address.
4. If any individual GTC provisions become invalid for any reason, this shall not affect validity of any other provisions of these General Terms and Conditions of sale.
5. Any disputes resulting from the order performance shall be brought by the parties to the court having jurisdiction for the Seller's seat (referring to the business disputes) or to the court in Katowice competent for the subject matter.
6. In any matters not governed in these GTC, applicable provisions of the Polish Civil Code and other law shall apply.
7. These GTC apply to the orders placed with the Seller by the Buyer and shall prevail over the order if their provisions cannot be reconciled with the order.