

## GENERAL CONDITIONS OF SALE AND DELIVERY

### §1 General provisions

1.2. These General Terms and Conditions constitute an integral part of sales contracts concluded by the Seller.

1.3. These GTC apply if the other party to the contract (the Buyer) is entrepreneur within the meaning of the provisions of the Civil Code.

1.4. Provisions of the contract individually agreed and confirmed by authorized persons in writing shall prevail over the provisions of these General Terms and Conditions to the extent that contain regulations different from these General Terms and Conditions.

### §2 Definitions

The terms used in these General Terms and Conditions of Sale mean:

2.2. Buyer – a legal person, an organizational unit without legal personality and a natural person running a business.

2.3. Payment date - the day on which the payment for the goods or services became due.

2.4. Products – movable property, goods and services that are to be sold under a contract sales between the Seller and the Buyer.

2.5. Order – an offer to purchase products submitted by the Buyer in writing, delivered also via e-mail, containing at least: the name of the person ordered product, quantity, Buyer's data necessary to issue a VAT invoice, date, place and terms of delivery/receipt of the Product.

1.1 These General Terms and Conditions of Sale (hereinafter referred to as the "GTCS") define the rights and obligations of the parties to the contracts sales and delivery and services, the Seller of which is: Wind-Dam Filip Piórowski z based in Malbork ul. Kościuszki 5/28, NIP 579-226-44-08.

1.5. These General Terms and Conditions are published on the Seller's website: [www.wind-dam.com](http://www.wind-dam.com)

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### §3 Conclusion of the contract

3.4. The Buyer may cancel a production order in exceptional circumstances situations. This desire should be reported in writing in order to agree on the terms of resignation with the Seller.

At the same time, the Seller reserves the right to charge the Buyer for any resulting actual costs incurred up to the moment of resignation, not greater than order value.

3.1. Information regarding goods and services sold by Wind-Dam Filip Piórowski presented in catalogues, folders, brochures, etc., as well as posted on websites the Seller's websites are for advertising purposes only and do not constitute an offer within the meaning of the information provisions of the Civil Code.

3.2. The basis for concluding a contract is placing a written order in person appearance, by e-mail, fax or via the currently applicable program sales. The order must include full data about the product: dimensions, type balustrades, glass and additional products, completion date, approximate date i method of delivery and, optionally, payment terms (after prior written arrangement fact with the decision-maker). The placed order must also contain all necessary information

implementation of the Buyer's details. Wind-Dam Filip Piórowski will send a confirmation to the Buyer acceptance of the order. The order confirmation will contain at least: specifications orders, price of the goods, total value of the ordered goods, approximate deadlines implementation, place and conditions of delivery/collection and payment terms - unless the parties decided otherwise in a separate procedure.

3.3. The buyer is obliged to check the correctness of the received confirmation production order and compare it with your inquiry. Verification should include: compliance of dimensions/colors/quantity/type of assortment additional. If you find an error in the confirmation you received production order, this fact should be reported to the Sales Department in order to receiving the correction. No feedback on the need to improve the production order Wind-Dam Filip Piórowski, on the Buyer's side. No feedback on sent Confirmation of the order within 24 hours constitutes its acceptance.

3.7. Placing an order by the Buyer is tantamount to accepting these GTC.

#### §4 Price and payment terms

The price for the Product may be increased if the value of one of the Products changes significantly components of the Product price, in particular the price of components, i.e. profiles, fittings, glass combined, the euro exchange rate or transport costs will increase significantly. In this case, the price the binding price is the price set by the Seller no later than on the date of invoice issuance. A price change in accordance with the provisions of this paragraph does not constitute an amendment to the contract.

4.2. The buyer is obliged to pay the entire gross value of the order before collection goods, unless the Parties agreed otherwise in the offer or order confirmation.

4.3. Payment of the price is made by transfer to the bank account indicated by Seller in a VAT invoice or in another form specified in the offer or sales contract.

4.4. Payment is deemed to have been made when the funds are credited to the Seller's bank account.

4.5. Filing a complaint does not release the Buyer from the obligation to make payment for the Product the agreed date.

3.5. No assurances, agreements or guarantees made by Wind-Dam Filip representatives Piórowski regarding sales, prices, lead times, complaints and offers submitted orally are not binding and cannot constitute the basis for claims against the seller.

3.6. The buyer is obliged to check the correctness of the received offer and compare it with with your inquiry. Verification should include compliance of dimensions/color/quantity/type profile/fittings/type of structure/inclusion of additional products. In case of If you find an error in the received quote, you should report this fact to the Sales Department receiving the correction. Lack of feedback on the need to improve the offer and, consequently, Using an incorrect cost estimate is not the responsibility of Wind-Dam Filip Piórowski, and on the Buyer's side.

4.1. The price for the Product that is the subject of the sales contract will be determined in the confirmation orders based on the price list valid on the day of accepting the order or in the offer prepared by the Seller and these are net prices - excluding VAT. Up to agreed net prices VAT is added at the rate currently applicable to the purchased Products the date of invoice issuance. A fixed discount may be applied to list prices between the Parties in a separate mode.

4.6. In case of delay in payment, the Seller will charge statutory interest delay in commercial transactions.

## §5 Delivery terms

5.1.1 Partial deliveries are permitted.

5.2. The delivery date may change in the event of:

- a) suspension of delivery for reasons attributable to the Buyer,
- b) the Buyer's delays in payment for a current or outstanding order,
- c) failure to provide the Seller with information necessary to complete the delivery,
- d) force majeure, including preventing production due to diseases infectious diseases, natural disasters, etc.,
- e) the Buyer exceeds the established sales limit,

g) occurrence of unforeseen circumstances preventing production as such website of the Seller and its suppliers.

5.3. The place of delivery of the goods is:

- a) Seller's registered office - on the date confirmed by the Seller. Quantity acceptance i quality inspection takes place before loading. The buyer should have the funds transport appropriately adapted to transport goods. In case of loading by the Seller, all risk related to the goods passes to the Buyer the moment the Buyer starts loading.
- b) the Buyer's registered office or the place indicated by the Buyer in the order - after prior written confirmation by the Seller.

If it is not possible to deliver the products by delivery vehicle, o load capacity above 3.5 tons, the Buyer is obliged to inform about this fact Seller and/or designating a new location that complies with road traffic regulations unloading. If the road crossing requires it, the Buyer is obliged to do so

4.7. In the event of delays in payment by the Buyer to Wind-Dam Filip Piórowski. The Seller reserves the right to suspend further deliveries without suffering financial and legal consequences as a result.

5.1. Delivery of the Products will be made within the time specified in the offer or confirmation orders based on the expected processing capacity of Wind-Dam Filip Piórowski,

f) delay in deliveries of goods by Wind-Dam Filip Piórowski suppliers,

providing the Seller with all permits that will enable the delivery of the products violating road traffic regulations. Any fines imposed on the Seller resulting from improper planning of the unloading place by will be forwarded to the Buyer for payment. If

delivery is made by the Seller's transport (according to the DAP formula, the Buyer's registered office is:

INCOTERMS 2020). The buyer undertakes to collect the ordered products within specified date and for technically appropriate preparation and implementation unloading at the place of delivery and quantitative and qualitative acceptance before unloading. All risk of damage or loss of goods passes to the Buyer when unloading begins. The buyer is obliged to examine the shipment determine whether it has not been visibly damaged during transport. In case of If such damage is detected, a complaint report must be prepared with the participation of the carrier. If damage to the shipment is discovered during unpacking, please contact us immediately, but no later than 24 hours from the date of delivery, notify the Seller. After this deadline, the goods are considered accepted without any reservations.

c) In the event of failure to collect the goods due to failure to make full payment for the goods or inability to unload due to reasons attributable to the Buyer will be covered by the Buyer storage and insurance costs in the amount of PLN 250 + VAT for each day of delay, as well as re-transport costs.

e) the goods are handed over to the Buyer on the basis of a delivery document, signed by both Parties. Signing of the delivery receipt document by the person authorized person (an authorized person is a person staying on the premises designated for unloading), which will notify the driver of his readiness to unload the goods. Signing the documents without any reservations means that the goods have been delivered in quantity ordered and has no obvious defects.

5.4. The Seller packs the goods in the manner usually used in transport of joinery. If the Buyer considers that the goods ordered by him require special packaging (e.g. cartons, wooden stands, crates) are the costs of these packaging i packaging is borne by the Buyer.

d) If the Buyer does not collect the goods for more than one month from the date arranging the collection date, Wind-Dam Filip Piórowski may, at its discretion: leave uncollected goods for storage at the expense and risk of the Buyer, which does not release the Buyer from paying for the goods or selling the goods on account the Buyer after setting an additional date for collection. Additionally, the Seller may claim compensation on general terms.

## §6 Property rights and guarantees - Seller's liability for defects in the goods.

6.1. Samples and patterns should be treated as illustrative materials. Final products can differ from them in terms of quality and color, taking into account construction standards. Basis for evaluation

aesthetics and quality of workmanship of the products are the information contained in the brochures provided by Seller at the Buyer's request.

6.1.1. The above-mentioned information brochures contain tips and contraindications regarding: transport, storage, assembly, washing and servicing of doors and windows.

6.2. The Seller provides a warranty for the ordered Products in accordance with the Warranty Card.

6.3. The buyer is entitled to exercise the rights arising from the warranty solely on the basis of warranty card provided to him and only if the rules of use are followed and maintenance of the sold Product, specified by the Seller.

6.4. In order for the Seller to consider the complaint, the Buyer will submit a form detailed data of the goods placed on the Seller's website enabling the identification of the product, a detailed description of any non-conformities in the delivery or defects of the goods, and attach photographic documentation. Complaints may be submitted for: via e-mail.

6.5. After meeting the conditions specified in point 6.4. above, the Seller undertakes to: Within 14 business days of filing a complaint, notify the Buyer of your position regarding complaints, and the Buyer is obliged to provide the Seller with the opportunity to do so in advance examining the goods and conducting an inspection at the Buyer's premises.

6.6. If the complaint is accepted, the Seller will replace the complained item at its discretion replace the goods with a new one free from defects or repair the goods within the agreed time. Exchange

the goods and the repair will take place within the time corresponding to technical possibilities, technological and availability of the advertised product element. In case the goods will be replaced, the Seller undertakes to deliver the goods without defects free of charge only to the Buyer's registered office without incurring additional costs.

5.5. Transport stands (metal) on which the goods are transported are not property Wind-Dam Filip Piórowski and do not have to be returned.

5.6. If the Buyer has consented to the delivery of goods with an obvious defect (damaged or cracked

windows, etc.), it also declares its repair at its own expense.

6.7. In the event of unjustified complaints, the Seller's costs related to the notification complaints are covered by the Buyer.

6.8. Complaints about obvious defects such as number of pieces, glass damage, visible damage mechanical, profile deformations, etc. must be confirmed in writing upon receipt. IN otherwise, it is assumed that the products have been accepted without any reservations.

6.9. Subject to mandatory provisions of law, the Seller is only liable for actual damage caused by intentional or gross negligence negligence, excluding lost profits. The Seller is liable to the Buyer until value of the advertised goods.

6/10. The seller is not liable for damage resulting from incorrect operation design, transport, storage or assembly of the goods by the Buyer, which could contribute directly or indirectly to damage to the goods or have become the cause accident, as well as for damage resulting from the use of inappropriate chemicals and assembly materials, mechanical damage or aggressive factors environmental.

6/11. The seller is not responsible for using the items contrary to their intended use purpose and properties.

## §7 Warranty

The Parties hereby exclude all liability and rights of the Seller Buyer's warranty for defects.

## §8 Force majeure

8.1. The Seller is not liable for non-performance or improper performance delivery if it is the result of extraordinary events beyond the Seller's control.

6/12. The buyer may remove the defect himself at the expense of Wind-Dam Filip Piórowski only only after obtaining the Seller's prior written consent.

8.2. Force majeure includes in particular: natural disasters, wars, social unrest, shortages of raw materials, transport shortages, strikes, unpredictable events disrupting the process production, including large-scale infectious diseases.

8.3. The Seller will immediately notify the Buyer of any obstacle to performance delivery. In such a case, the Seller will be entitled to withdraw from the contract without notice compensation obligations towards the Buyer.

## §9 Final provisions

9.1. The law applicable to these General Terms and Conditions is Polish law.

9.2. Any disputes arising between the parties will be resolved in accordance with the provisions of law Polish.

9.3. The court competent to resolve disputes arising from the application of these General Terms and Conditions is: the court having jurisdiction over the Seller's registered office.

9.4. The invalidity or ineffectiveness of some provisions of these General Terms and Conditions does not affect validity or effectiveness of the remaining provisions.

9.5. The Seller has the right to store and process the Buyer's personal data purposes related to the implementation of the sales contract.

9.6. Any changes to these General Terms and Conditions must be made in writing under pain of penalty

invalidity.

9.7. The Buyer may not transfer the knowledge and information obtained in the Seller without the Seller's consent

as a result of commercial contacts with the Seller covered by trade secrets to third parties.

9.8. These General Terms and Conditions come into force on March 11, 2023.