



## General sales terms and conditions

# GENERAL SALES TERMS AND CONDITIONS

## I. General provisions.

1. The term hereinafter referred to as the „Seller”, refers to **Pro-Fil M. Szczerbiński, ul. Krakowska 24, 32-851 Jadowniki, Taxpayer Identification Number (NIP): 869-160-39-97.**
2. The term „Buyer” should be understood as an individual, a legal person or an organizational unit who/which does not have a status of a legal person and which purchases the goods for the businesses it runs.
3. If within two days from the date of the confirmation of an order no objection to the order has been made in writing, it is presumed that the Buyer accepted the sales terms and conditions hereinafter. In addition, signing any document confirming the conclusion of a sales agreement shall be tantamount to an agreement on the sales terms and conditions hereinafter.
4. Should any of the events defined in section 3 take place, the Buyer shall be deemed effectively notified of the sales terms and conditions.
5. The terms and conditions hereinafter replace any earlier provisions printed in the Seller’s brochures and catalogues.
6. All sales agreements concluded between the Seller and the Buyer shall be subject to the terms and conditions hereinafter, except for the cases regarding individually established provisions of a sales agreement.

## II. Orders

1. Orders can be placed via mail, fax or e-mail.
2. Each order placed by the Buyer includes a description and amount of ordered goods and a preferable time of delivery. The sales agreement shall be concluded on the basis of an offer prepared by the Seller. All offers are valid for 14 days. After this period, the offer shall be considered invalid.
3. The Buyer shall place an order exclusively in writing. Any variations to the order placed earlier can be made by the Buyer also exclusively in writing.
4. An order can be placed by the Buyer or a person previously authorised by the Buyer to place the order.
5. The Buyer can make changes to the order that has been placed until the moment the Seller begins to process the said order. If a change is made later than that, the Seller shall consider it as a new order which will be realised on condition that the payment with respect to the original order is made.
6. The Buyer is responsible for delivering a complete order to the Seller. The Seller accepts no responsibility or liability whatsoever for any events resulting from the situation when the order does not reach them completely or reaches them partially. In case there is a discrepancy between the contents of the documents filed by the Seller with respect to the orders received from the Buyer and the contents of the documents filed by the Buyer, the parties shall accept the data arising out of the Seller’s documents as binding.
7. The Seller shall confirm the receipt of the Buyer’s order in writing via mail, fax or e-mail. The Seller may suggest that the order should be processed on terms different from the sales terms and conditions herein and in such a case the Seller shall not start processing the order until a written acceptance of different terms and conditions suggested by the Seller is received from the Buyer.

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## III. Terms of delivery and receipt of goods

1. If the parties do not agree otherwise, the goods shall be delivered to the premises designated by the Buyer. The Buyer's order shall obligatorily include the address of the terminal.
2. Each delivery shall be confirmed by the Buyer by signing the delivery report. The report can be signed by a person indicated and authorised for this purpose by the Buyer. It is presumed that the person receiving the goods at the destination named by the Buyer is authorised by the Buyer to confirm the delivery of the goods by signing the delivery report.
3. By signing the delivery report the goods shall be deemed received by the Buyer without reservations with respect to its quantity and quality. Should the Buyer not express any reservations to the report, the Buyer is not entitled to redress in this matter.
4. The Seller bears the risk for the loss or damage to the goods during transport until the moment of unloading by the Buyer. From the start of the unloading of the goods the named risk passes to the Buyer.
5. If the goods arrive damaged during transport or if the delivery does not comply with the Buyer's order, due to the reasons attributable to the Seller, the Seller shall replace the goods on condition that the Buyer makes a notification of the event in writing, or else it shall be considered null and void, subject to the provisions of item II, sections 5 and 6.
6. Transport shall be considered completed on arrival at the destination named by the Buyer and ready for unloading. The Seller shall not be liable for unloading. It shall be the Buyer's sole and entire responsibility to unload the goods unless the parties have agreed otherwise in writing, in order to be valid.
7. After transport the Buyer shall be obliged to unload the goods immediately. The Seller shall be liable to claim any costs incurred due to a delay in unloading the goods by the Buyer. The goods shall be deemed not immediately unloaded if the Buyer does not unload it within three hours since the moment the transport was completed. In the above situation, the Seller shall be liable to carry out the unloading of the goods at the risk and the cost of the Buyer.
8. If the Buyer collects the goods direct from the Seller's premises, the Seller is not liable for any loss or damage arising after the collection of the goods. The transport and windows and doors storage instruction for the Buyers collecting goods with their own or hired means of transport is available on the following website: [http://www.pro-fil.pl/images/2015/07/gwarancja\\_alum\\_kr.pdf](http://www.pro-fil.pl/images/2015/07/gwarancja_alum_kr.pdf)

## IV. Price of goods, delivery price

1. The Seller shall fulfil the order on condition that the Buyer makes a down payment at the date and amount named by the Seller. If the Buyer fails to make the down payment, the order shall be considered rescinded.

Number of bank account for payments in PLN:

85 8591 0007 3100 0906 6236 0001

Number of bank account for payments in EUR:

PL 58 8591 0007 3100 0906 6236 0002

2. Orders shall be filled on the basis of a valuation prepared individually by the Seller.
3. The Buyer may not withhold the payment of any amounts due and payable as a set-off of any claim or dispute with the Seller.
4. The Buyer is obliged to execute the payment so that the crediting of the bank account could take place exactly on the last designated day of payment at the latest.
5. The Seller can arrange the so called credit limit, that is a trade credit at the amount defined by the Seller's unilateral decision, taking trade risk into consideration. The Seller reserves the right to change the amount of credit limit by a unilateral decision. The Seller shall grant a trading limit to the Buyer, taking into consideration the turnover volume, the Buyer's timely payments with respect to earlier deliveries, lack of Buyer's other obligations to the Seller, appropriate security established by the Buyer, Buyer's financial situation.

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## V. Warranty, quality of goods

1. The Seller warrants that the goods produced by the Seller meet the Warranty Terms and Conditions (Warunki Gwarancji) whose contents are available on the Company's website at: [http://www.pro-fil.pl/images/2015/07/gwarancja%20alum\\_kr.pdf](http://www.pro-fil.pl/images/2015/07/gwarancja%20alum_kr.pdf).
2. The Buyer is obliged to become acquainted with the Window and Door Installation, Operation and Maintenance Guide and with the Window and Door Operation, Maintenance and Cleaning Guide whose contents are available on the Company's website at: [http://www.pro-fil.pl/images/2015/07/gwarancja%20alum\\_kr.pdf](http://www.pro-fil.pl/images/2015/07/gwarancja%20alum_kr.pdf).
3. Depending on the manner and place of installation, in some cases solar control window glass can be exposed to an increased risk of glass breakage caused by an increased absorption of solar energy. In such a situation solar control tempered glass or thermally hardened glass is recommended.
4. Heat Soak Test (HST) is recommended with each application of tempered glass. HST is the only solution which lets us almost completely eliminate tempered glass spontaneous breakage.
5. By placing an order for tempered glass the Buyer accepts the fact that the Seller is released from liability under warranty for defects, for spontaneous glass breakage in window panes, unless the window panes ordered by the Buyer have undergone the Heat Soak Test. However, if the Heat Soak Test has been carried out, the Seller takes full responsibility under warranty for defects according to the principles specified in the provisions of the civil code.
6. The Seller makes it clear that certain permissible glass defects may occur in insulating glass units according to Attachment No. 1 to the general sales terms and conditions herein: "Permissible defects of insulating glass units" whose contents are available on the Company's website at: [http://www.pro-fil.pl/images/2015/07/dopuszczalne\\_wady\\_szkla.pdf](http://www.pro-fil.pl/images/2015/07/dopuszczalne_wady_szkla.pdf).

## VI. Defective goods

1. The Buyer is obliged to notify the Seller of latent defects which could not be found upon receiving the goods, however, not later than within three days after the detection of the defects. The Buyer is obliged to make the notification in writing or else it shall be considered null and void.
2. The Seller shall not take any responsibility for the defects resulting from the Buyers operations not complying with the instructions contained in the Window and Door Installation, Operation and Maintenance Guide and in the Window and Door Operation, Maintenance and Cleaning Guide or if the defects result from inappropriate usage of the goods by the Buyer.
3. If the Buyer raises against the Seller any claims to which the Buyer is entitled due to defective goods, the Buyer shall stop using the goods, the moment the defects are detected. The Buyer shall be obliged to secure and store the defective goods in a proper way.
4. The Buyer shall be obliged to deliver the defective goods to the Seller at the Buyer's Expense. After putting the goods through appropriate tests and expertise proving the lack of outer factors that could cause the defects, the Seller shall replace the goods.
5. If the Seller does not find any defects in the goods, the Buyer shall incur all the costs connected with the return of the goods.
6. If the Seller is responsible for the defects, the goods, free of any defects, shall be returned to the premises specified earlier in the Buyer's order and the costs of delivery shall be borne by the Seller only. The Seller shall not be obliged to disassemble the defective goods or install the goods free of defects.

## VII. Final provisions

1. In the event of any Buyer's claims or liabilities with respect to the Seller, those claims and liabilities cannot be transferred to third parties without the Seller's consent expressed earlier in writing or else they shall be considered null and void.
2. Any disputes between the parties shall be resolved by the common plea court, competent with respect to the Seller's seat.
3. As of the day of the Buyer's acceptance of the SALES terms and conditions herein, all other agreements and adjustments with respect to the production and sale of the goods set forth so far shall expire. The said agreements and adjustments shall be understood as those which define the rights and responsibilities of the parties in a different way, except for the agreements and adjustments referring to the orders received by the Seller before the Buyer's acceptance of the terms and conditions herein.
4. The provisions of the Civil Code shall be applicable in issues not governed by these sales terms and conditions.
5. These sales terms and conditions shall be in place from 28th July 2015.