

GENERAL CONDITIONS OF SALE (GCS)

§1 DEFINITIONS

1. "GCS" shall mean the General Conditions of Sale of the goods and services offered by IZOPANEL Sp. z o.o.
2. "The SELLER" shall mean the company IZOPANEL Sp. z o.o. with its registered office in Gdańsk at ul. Budowlanych 36.
3. "The BUYER" shall mean an entity purchasing goods and services from IZOPANEL Sp. z o.o. within the pursued business activity or a natural person (hereinafter referred to as CONSUMER) purchasing from IZOPANEL Sp. z o.o. goods and services for the purpose not connected with the professional or business activity of that person.
4. "Goods" shall mean own products manufactured by IZOPANEL Sp. z o.o. as well as commercial goods being objects of sale.
5. "Services" shall mean all types of services provided by IZOPANEL Sp. z o.o. to the BUYER.
6. "Order Confirmation" shall mean a document issued by IZOPANEL Sp. z o.o., confirming the registration of the order placed by the BUYER in the computer system.
7. "Processing of the order" shall mean the commencement of production and order picking processes.
8. "Force majeure" shall mean an extraordinary, unexpected event caused by external forces, which could not have been foreseen by analysing and considering all circumstances of the case, as well as any event which could not have been prevented by any known, generally applied measures, in particular disaster, flood, fire, war, general or partial strike, extraordinary atmospheric conditions.
9. "Dispatch note" shall mean a document issued by IZOPANEL Sp. z o.o., confirming that the goods have been loaded on a means of transport, which may, depending on a particular case, be identified with the symbol "WZ".
10. "Contractual warranty" shall mean an additional contractual entitlement granted by IZOPANEL Sp. z o.o. when the contract of sale is entered into and documented in each case by way of a separate document.
11. "Complaint" shall mean communicating by the BUYER its claims on the grounds of the statutory warranty for physical defects, inconsistency of the goods with the contract, the contractual warranty or on any other grounds with the reservation that the BUYER is obliged to specify, at the moment of making the claim, the grounds for such claim, or else it will be deemed that the claim is made on the basis of contractual warranty.
12. "Time limit for payment" shall mean the day of payment or a day between the day in which the liability due to IZOPANEL Sp. z o.o. arose and the day on which such liability became mature.
13. "INCOTERMS" shall mean the latest version of International Commercial Terms, that is, the collection of international principles specifying the conditions of sale, drawn up by the International Chamber of Commerce.
14. "The Civil Code" shall mean the Act of 23 April 1964 The Civil Code (Journal of Laws, 1964, No16, item 93 as later amended)

§2 GENERAL PROVISIONS

1. The present General Conditions of Sale (GCS) shall specify the standard conditions of commercial transactions between the SELLER and the BUYER. They constitute an integral part of each offer, price list, contract of cooperation or sale, and undertaking cooperation shall automatically mean the acceptance of GCS by the Buyer.
2. The SELLER shall not be bound by any sales conditions or reservations of the BUYER which are inconsistent with the present General Conditions of Sale even if the SELLER has not expressed its explicit objection to such conditions or reservations.
3. The BUYER not being a CONSUMER may not transfer its rights and duties under the present General Conditions of Sale .
4. The SELLER may transfer its rights and duties under the present General Conditions of Sale.
5. The inconsistency with law, invalidity or unenforceability of any of the provisions included in the present General Conditions of Sale shall not affect the consistency with law, validity or enforceability of other provisions of the present General Conditions of Sale.
6. The present GCS shall only be applied as a whole – with the reservation of II section 5 GCS , and all changes shall be approved in writing by the SELLER.



7. The present General Conditions of Sale shall become effective as of 1 March 2011 and shall automatically invalidate any GCS issued at an earlier date. Current General Conditions of Sale are available on the website www.izopanel.pl as well as at the points of sale of the SELLER or with authorized sellers listed in Attachment 1 to GCS.

§3 OFFER OF PURCHASE – "OFFER"

1. The Seller offers goods and services within the scope of its business activity. The information concerning such goods is included in product brochures, technical catalogues as well as on the website of the SELLER. This information, however, shall not constitute a binding offer with regard to technical and price issues as stipulated in the Civil Code.
2. Offers of sale of goods and services placed in product brochures, technical catalogues as well as on the website of the SELLER, and the offers of sale of goods and services placed by the SELLER upon the enquiry made by the BUYER shall not constitute an offer as stipulated in the Civil Code. They shall only constitute an invitation to negotiations pursuant to Article 71 of the Civil Code. The invitation shall be valid in the period specified in the invitation, which shall be made in writing. If no time limit for validity of the invitation is specified, it is assumed that it is valid for 14 days from the day on which it was drawn up.
3. Visualizations, drawings, colours and photos of the goods placed in product brochures, technical catalogues and on the website of the SELLER are for reference purposes only and may sometimes differ from actual appearance of the object.
4. Any written documentation, drawings, board cuts, breakdown of prices for the offer etc. may not be made available to third parties and they are only intended for the purpose of concluding a specific contract of sale.

§4 PRICES

1. The prices of goods are provided in the retail price list available at the branches of the SELLER or an authorized seller specified in Attachment 1 (to GCS) or on the website of the SELLER.
2. The prices made available in the manner specified hereinabove constitute initial information, and the final sales price is specified each time in the order confirmation.
3. The prices of goods specified in the price lists may be changed by the SELLER at any time.

§5 ORDERS

1. Orders for goods shall be placed in writing with a respective branch of the SELLER or with an authorized seller listed in the specification in Attachment 1 to the present GCS. The order shall contain full details of the BUYER which are necessary for correct issue of sales documents.
2. Placing an order is not binding for the SELLER, and lack of the SELLER's response shall not mean silent acceptance of the order. In order for the SELLER to accept an order for processing it is required that the BUYER or a person authorized by the BUYER accepts and signs order confirmation generated from the computer system of the SELLER.
3. The SELLER shall not be bound by its acceptance of the order if, for the reasons beyond its control, especially due to force majeure, the sale of goods is impossible or excessively difficult.
4. The SELLER shall not be bound by its acceptance of the order if total amount of the liabilities of the BUYER towards the SELLER exceed the amount of the trade credit if such credit was granted to the BUYER by the SELLER, or in the event of the BUYER's default in the payment of any amounts due to the SELLER. The above provisions shall not be applied to the contracts of sale concluded within consumer trade, that is, the contracts concluded pursuant to the provisions of the Act of 27 July 2002 on specific conditions of consumer sale and on the amendment to the Civil Code (Journal of Laws, 2002, No 141, item 1176 as later amended).
5. The SELLER, after verifying technical correctness of the order and checking whether it is possible to process the order, shall send the customer in writing the confirmation of the order (order confirmation), providing the following conditions:
 - 5.1. Maximum time limit for making the advance payment as well as its amount
 - 5.2. Maximum time limit for precise determination of all details necessary for the order to be processed, such as board lengths, cuts etc.
 - 5.3. The time limit for completion of order processing declared by the SELLER.
 - 5.4. Manner of collecting/delivery
 - 5.5. Manner of payment



6. At the time of issue of the order confirmation by the SELLER and its acceptance and signing by the BUYER or its authorized representative, the contract of sale shall be deemed concluded. If the BUYER fails to fulfil the conditions provided for in points 5.1 and 5.2, the Seller shall be entitled to deem such fact to be a withdrawal from the contract.
7. The SELLER shall not be responsible for the effects of providing in the order incorrect or incomplete details as regards the conditions stipulated in point 5.2.

§6 CANCELLATION OF THE ORDER, CHANGES TO THE ORDER

1. The BUYER shall have the right to cancel the order without bearing any costs of such cancellation within one working day from the date of sending to the SELLER an order confirmation, accepted and signed by the BUYER's authorized representative provided, however, that the processing procedure has not been initiated. For such purpose, it shall be required to deliver a written cancellation to the SELLER.
2. If an order is cancelled after the period exceeding one working day, or if the order or its part have already been manufactured, the SELLER shall have the right to charge the BUYER with the costs resulting from such cancellation.
3. In the event that the order is cancelled before its processing is initiated, the SELLER shall have the right to charge the BUYER with the amount of 1% of the gross value of the order. The initiation of processing shall also mean ordering by the SELLER a non-standard material for the purpose of producing the product being the object of the order. The above provision shall not be applied to contracts of sale concluded within consumer trade.
4. In the event that the order is cancelled after the initiation of its processing, the SELLER may charge the BUYER with the costs as specified in detailed calculation of the outlays made.
5. If order processing is not initiated, the BUYER may, in agreement with the SELLER, make changes to the order specifications, for example, types and colours of board lining, thickness, length etc. The maximum time limit for fulfilling all formal requirements in this scope shall be 7 working days before the planned date of production. If formal requirements are not fulfilled, the SELLER may renegotiate the sales conditions contained in the original order confirmation.
6. In the event that the BUYER has not fulfilled the requirements specified in VII point 1, the Seller may deem the order to be unilaterally cancelled by the Buyer. The above provision shall not apply to contracts of sale concluded within consumer trade.

§7 ORDER PROCESSING

1. An order may be processed provided that all conditions specified in the order confirmation have been fulfilled. In addition, its financial conditions shall be met, such as trade credit within the limits, and, for the BUYER who is not a CONSUMER, no outstanding payments of previous invoices.
2. If the BUYER fails to fulfil the conditions specified in the order confirmation within the prescribed time limits, the SELLER may deem such fact to be cancellation of the order pursuant to the provisions specified in VI. The above provision shall not apply to contracts of sale concluded within consumer trade.
3. After processing of all or part of the order, the SELLER shall communicate this fact to the BUYER. Such communication shall mean that the BUYER is obliged to perform, pursuant to the conditions specified in the order confirmation, further activities connected with finalizing the transaction, such as:
 - 3.1. the payment of remaining amount if the BUYER has not been granted a trade credit by the SELLER or following the transaction after which such credit will be exceeded.
 - 3.2. within 7 days from the date of communication, to collect the goods from the SELLER or prepare the receipt of the goods if it is specified in the order confirmation that the goods shall be delivered by the SELLER.

§8 COLLECTION, CARRIAGE, UNLOADING, STORAGE

1. Goods may be collected or delivered after the BUYER has fulfilled all the conditions specified in the order confirmation, in particular, after paying for goods and services if such condition is specified in the order confirmation. A failure to fulfil the conditions specified in the order confirmation shall be deemed to be a failure to fulfil the obligation to collect the goods.
2. The BUYER shall be obliged to collect the goods not later than within 7 days from the date of receipt of the information from the SELLER that the goods are ready for collecting unless different arrangements are contained in the order confirmation.
3. Goods shall be released pursuant to INCOTERMS. In the event of a contract of sale including carriage [CPT], goods are released before unloading of goods from the vehicle. The SELLER shall not be responsible for any damage during unloading of goods on the BUYER's premises. In the event of sale with the BUYER's collection [EX WORKS GdańskKokoszki – Izopanel], goods are released by making them available to the BUYER or a carrier (forwarder) specified by the BUYER in the point of release specified in the order, and the SELLER shall not bear any costs or risk of loading goods.



4. If the subject matter of the contract of sale includes goods delivery, the BUYER shall be obliged to ensure the conditions allowing for the unloading to take place within three hours from the time of arrival of the vehicle with the goods at the location specified by the BUYER. If the time of unloading is longer, the SELLER shall have the right to charge the BUYER not being a CONSUMER with the cost of stoppage of the vehicle.
5. The Buyer shall be obliged to provide the equipment allowing for safe and effective unloading of delivered goods. In particular, the BUYER shall ensure the possibility of side unloading from a vehicle with covered load space.
6. The BUYER shall verify the completeness of delivery with due diligence, directly upon its receipt, specify potential shortages or damages of goods during shipment.
7. If the carriage of goods is organized by the SELLER, the BUYER shall conduct the quantitative acceptance of goods upon their release by signing the declaration of acceptance of goods in accordance with the specification, included in the document DISPATCH NOTE. Any objections as regards the state of packaging and securing the goods shall be reported by the BUYER at the moment of goods release in writing on the bill of lading and on a copy of the DISPATCH NOTE, or to draw up a separate certificate of acceptance with a complete description of damage, signed by both the driver and the BUYER, or else the BUYER shall not be entitled to report and refer to such damages at a later time. The bill of lading and the DISPATCH NOTE on which no objections have been entered as regards the quality and quantity of the goods ordered shall be a proof of executing the order in accordance with the concluded contract without any objections of the BUYER. The above provision shall not apply to contracts of sale concluded within consumer trade.
8. Sandwich boards, for the purpose of their protection from damage during the production process, packing, shipment and storage, are secured with adhesive protective film. The film is applied temporarily and shall be removed before building-in the goods or immediately after installation. Besides, as the film may vulcanize with sheet metal lining due to atmospheric factors, the film must be removed from board surfaces not later than within 6 weeks from the production date and not later than 2 weeks from the date of installation and exposing to atmospheric factors. A failure to observe the provision of the present point by the BUYER not being a CONSUMER shall result in automatic loss of contractual warranty for the product.
9. The goods being sold remain the property of the SELLER until the full amount has been paid by the BUYER.
10. The specification of the location from which the goods will be delivered and the manner of its carriage shall be the responsibility of the BUYER. The SELLER shall take all efforts to take into consideration the preferences of the BUYER as regards the kind of transport, although it does not guarantee the delivery of goods by vehicles with open load space.
11. In the event of disclosure of a qualitative or quantitative defect of goods, the BUYER shall secure the goods in the unchanged state, in particular, not to install defective goods until the complaint is considered by the SELLER or else the BUYER shall lose its entitlements to make any claims against the SELLER. The above provision shall not apply to contracts of sale concluded within consumer trade.
12. In the event of the BUYER's default in the collection of goods, the SELLER shall have the right to place the goods for storage (warehouse, own or third party deposit) at the cost and risk of the BUYER, or to place the goods in a court deposit, or to sell the goods on the BUYER's account after setting an additional time limit for the BUYER to collect the goods unless such setting such additional time limit is impossible. The SELLER shall promptly notify the BUYER of selling the goods.
13. The BUYER not being a CONSUMER shall pay, in the event of default in collecting the goods, the cost of storage of goods in the amount of 0.34% of their value for each day.
14. In the event of the BUYER's default in collecting the goods for the period exceeding 30 days, the SELLER shall have the right to dispatch the goods from the warehouse to its own deposit storage and to issue a VAT invoice to the BUYER for dispatched goods with the time limit for payment of three days. In addition, such goods are deemed to be handed over by the BUYER to the SELLER for deposit. The goods shall be released to the BUYER from the SELLER's deposit storage upon the payment by the BUYER of the amounts due on the basis of the issued VAT invoice. The acceptance of goods for deposit does not prevent the SELLER from exercising its right to charge the BUYER with the fee for the storage of goods in the amount of 0.34% of the value of goods for each day. In addition, if in the period of storage the price of any goods is changed, the SELLER shall have the right to request the payment of the difference between the price on the invoice and the current price. The above provision shall not apply to contracts of sale concluded within consumer trade.
15. The SELLER shall not be responsible for any changes to the condition of the goods as a result of their storage provided that they were stored with due diligence, in particular, the SELLER shall not be responsible if the protective film is not removed within relevant time limit.
16. If the BUYER is in default with collecting the goods in the event of a contract of sale with delivery [CPT], the costs of a possible repeated delivery shall be borne by the BUYER.



§9 PAYMENT

1. Payments shall be made in the currency specified on the VAT invoice.
2. Payments shall be made within the time limit specified on the VAT invoice.
3. The day of payment shall be the day of making the payment at the cash-desk or the day on which the amount due is credited to the SELLER's bank account. In the event of payment default, the SELLER shall have the right to claim statutory interests from the BUYER.
4. In the event that the BUYER not being a CONSUMER is in delay with the payment of even one invoice for goods, the SELLER may demand that all invoices issued to the BUYER be paid immediately.
5. If the BUYER fails, for the reasons not attributable to the SELLER, to collect the goods at the agreed time, the price shall be paid and other performances shall be fulfilled as if the goods were released in accordance with the order confirmation.
6. If the BUYER fails to fulfil any of its obligations within three months from end of the agreed time period, the SELLER may withdraw from the contract in writing without any prior reminders to the BUYER. In the event of such withdrawal from the Contract, the BUYER shall pay to the SELLER a contractual penalty in the amount calculated as 50% (fifty per cent) of gross price of the goods covered by the order which the BUYER's default concerns. The above provision shall not apply to contracts of sale concluded within consumer trade.
7. After the lapse of the time limit specified in the preceding section, the SELLER may also, retaining its right to withdraw from the Contract at any time, to place the goods for storage in any location at the cost and risk of the BUYER and to demand from the BUYER the execution of the contract and, in addition, the payment of the costs of storage and the contractual penalty equivalent to the penalty in the event of withdrawal from the contract (50% of gross price of goods). The above provision shall not apply to contracts of sale concluded within consumer trade.
8. Irrespective of the substance of the provisions hereinabove, the SELLER may claim damages in such scope in which the damage incurred exceeds the value of the stipulated contractual penalties.
9. If there are justified grounds for assuming that the BUYER will fail to fulfil its payment obligation, the SELLER shall have the right to request, before goods are dispatched and irrespective of the previously agreed time limit for payment, the payment of the entire amount due in cash or to provide reliable guarantee or security for payment. The above provision shall not apply to contracts of sale concluded within consumer trade.
10. The time limit for payment shall continue to run despite any potential objections, comments or complaints which are made by the BUYER and considered by the SELLER.
11. The SELLER may transfer the receivables due to it from the BUYER to any third parties.
12. In the event of delay in making the advance payment, the SELLER may postpone the date of delivery and/or providing a service until the confirmation of making the advance payment is received from the BUYER's bank.

§10 CONTRACTUAL WARRANTY

1. Provided that the BUYER fulfils all formal requirements stipulated in the present GCS, the SELLER shall grant a contractual warranty for its goods for the period and on conditions specified in the warranty card, issued upon request at the registered office of the company.
2. The guarantee is not subject to extension if repair of defects is carried out or the claimed goods are replaced with new goods with no defects
2. If the BUYER is not a CONSUMER, the parties agree that the liability of the seller under the statutory warranty for physical defects of goods (Article 558 § 1 of the Civil Code) shall be excluded.
3. After explicit, written agreements with the BUYER as regards technical parameters, such agreed technical parameters shall be binding by the SELLER and the SELLER shall ensure such specifications of the goods being sold. The above provision shall not apply to contracts of sale concluded within consumer trade.
4. The SELLER shall reserve itself the right to modify, without the consent of the BUYER, technical parameters in relation to the data included in descriptions in brochures, drawings and other advertising materials in connection with continuous improvement of products aimed at increasing their usable properties. The above provision shall not apply to contracts of sale concluded within consumer trade.

§11 COMPLAINTS

1. Reporting a complaint

- 1.1. In the event of complaint as regards the goods, the BUYER shall be obliged to notify the SELLER of this fact as quickly as possible. Such notification shall be communicated by telephone and then confirmed in writing, by fax or e-mail to the company address specified in Attachment 1 to the present GCS.

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KRS: 0000073499

Sąd Rejonowy Gdańsk Północ w Gdańsku
VII Wydział Gospodarczy Krajowego Rejestru Sądowego
Kapitał zakładowy: 300.000 zł

Konto bankowe: Raiffeisen Bank Polska S.A. 62 1750 1152 0000 0000 0217 2305

- 1.2. A quantitative complaint shall be reported without delay, at the receipt of goods. If the SELLER is not responsible for delivery, the BUYER shall report such fact immediately after the goods are released, before loading. If the SELLER is responsible for delivery, the complaint shall be submitted to the driver and, by telephone, to the person responsible for the order at the commercial department of the SELLER, before the goods are unloaded. The authorized person of the SELLER shall communicate, within not more than 2 hours from reporting, the decision as regards further proceedings with the goods covered by the complaint. If this obligation is not observed, any claims on the grounds of a quantitative complaint shall be ineffective.
- 1.3. In the event of a complaint concerning damage or defects which are visible before unloading, on a vehicle, or directly after unloading, the BUYER shall report this fact to the driver directly and, by telephone, to the person responsible for the order at the commercial department of the SELLER. The authorized person of the SELLER shall communicate, within not more than 2 hours from reporting, the decision as regards further proceedings with the goods covered by the complaint. If, as a result of the failure to fulfil this obligation, the SELLER is forced to incur additional costs of return shipment of non-compliant goods, the SELLER may charge the BUYER with such costs.
- 1.4. In the event of physical defects visible before the goods are installed, the BUYER shall report such fact prior to their installation and may not commence their installation before a relevant consent of the SELLER's representative. The SELLER shall communicate to the BUYER the decision as regards further proceedings with the batch of goods covered by the complaint within two working days from the date of reporting. In the event that the BUYER commences the installation of the goods without a relevant consent, the SELLER may refuse to consider the complaint or to limit the manner of its consideration to the one which would have been possible if the goods had not been installed.
- 1.5. In the event of damages and defects revealed during installation, the BUYER shall suspend the installation of goods and immediately notify the authorized representative of the SELLER responsible for the order of such fact. The SELLER shall communicate to the BUYER the decision as regards further proceedings with the batch of goods covered by the complaint within two working days from the date of reporting. In the event that the BUYER continues the installation of the goods without a relevant consent, the SELLER may limit the manner of consideration of the complaint to the one which would have been possible if the goods had not been installed. In addition, if the BUYER is not a CONSUMER, the SELLER may refuse to consider the complaint.
- 1.6. In the event of damages revealed after the goods have been installed, the BUYER shall report such fact within 14 days from revealing such defects, not later, however, than within 3 months from the date of release of goods to the BUYER.
- 1.7. A failure to report a complaint within the time limits stipulated in the contract of sale and in the present GCS or a failure to provide the required data for the purpose of identification of the purchase shall result in the BUYER's loss of any claims towards the SELLER.

2. Consideration of complaint

- 2.1. After the receipt of a complaint, the SELLER's representative shall, if it is necessary, conduct the on-site inspection of goods in order to determine the factual condition of the goods together with the BUYER within 7 days from the date of complaint communication.
- 2.2. Within 14 days from the date of the inspection, the SELLER shall decide whether the complaint is justified and, in the event that the complaint is acknowledged inform the BUYER about the manner and time limit for eliminating the defect.
- 2.3. In the event that a complaint is acknowledged, the SELLER reserves itself the right to choose the manner of eliminating the defect (fault) of the goods. The above provision shall not apply if the CONSUMER demands that the subject matter of the contract be made consistent with the contract pursuant to the provisions of the Act of 27 July 2002 on specific conditions of consumer sales and on the amendment to the Civil Code. In such event the provisions of the Act referred to hereinabove shall apply.
- 2.4. The costs connected with hiring an Expert shall be borne by the party which, according to the Expert, is responsible for the damage.
- 2.5. The following instances are not subject to claims
 - 2.5.1. Defects which do not exceed 5% of the total surface of the claimed batch of goods
 - 2.5.2. Mechanical damages resulting from production, loading, transport or unloading which include local damages of the enamel coating or dents in the panel's metal sheet, which do not exceed 10 cm² and which can be repaired in accordance with the appropriate technology specified by the Seller in the technical catalogue
 - 2.5.3. Damaged locks, aimed to be locked for the period of installation, which do not influence the efficiency of the fastening
 - 2.5.4. Panel's side and front surface damages including chips in the core material, damages of side sealing tape, exceeding 15% of the total side surface of panels, which can be repaired in accordance with the appropriate technology specified by the Seller in the technical catalogue
- 2.6. The Seller shall cover exclusively the costs arising from the repair of defective goods (damage repair) and in case replacement of panels is required - for the delivery of goods with no defects as replacement for the claimed goods. The Seller shall not be held responsible for any further expenses, in particular for the expenses arising from the dismantlement and installation of panels, their storage, delivery or losses arising from the company's stoppage.

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2.7. In case of replacement of defective goods, the replacement shall include only defective elements and not the whole batch of ordered goods.

3. Consumers

3.1. The provisions of XI section 1 and 2 shall not apply to the contracts of sale concluded within consumer trade.

3.2. In the event that the CONSUMER makes claims on the grounds of contractual warranty, the provisions of X GCS shall apply.

3.3. If the CONSUMER demands that the subject matter of the contract be made consistent with the contract pursuant to the provisions of the Act of 27 July 2002 on specific conditions of consumer sales and on the amendment to the Civil Code, the provisions of that Act shall apply.

§12 PERSONAL DATA PROTECTION

1. The personal data provided by BUYERS shall be processed by the SELLER with the application of all protective measures specified in the Act of 29 August 1997 on personal data protection (Journal of Laws, 2002, No 101, item 926 as later amended) as well as secondary legislation to that Act.

2. Providing personal data by the BUYER is voluntary. In the event of a failure to provide the data or providing incomplete data required to enter into and perform the contract, the conclusion of the contract shall be impossible.

3. Concluding the contract, the BUYER consents to collecting, processing and use of the personal data of the BUYER by the SELLER.

4. The personal data provided to the SELLER shall be used exclusively for the following purposes:

4.1. Concluding the contract, executing the order and issuing sale documents for ordered goods and services,

4.2. Performing the activities in relation to the complaint, including those related to contractual warranty,

4.3. Provided that the BUYER's consent is obtained, to inform about new products, services and promotions offered by the SELLER.

5. The BUYER shall have the right of unrestricted access (review) to its personal data, the right to enter corrections, as well as the right to demand that the data no longer be processed and be removed from the database, which shall be communicated in writing to the SELLER's data administrator.

6. Personal data shall not be made available to other entities for marketing purposes.

7. The BUYER shall promptly notify the SELLER of each change of its registered office or place of residence and of the mailing address. Should the BUYER fail to make such notifications, any communications made to the addresses specified in the order or other commercial agreements concluded between the SELLER and the BUYER shall be deemed to be effective after one ineffective notification of delivery. The above provisions shall not apply to the contracts of sale concluded within consumer trade.

§13 FINAL PROVISIONS

1. The SELLER shall not be responsible for a failure to perform or inappropriate performance of the contract due to force majeure.

2. The entire responsibility of the SELLER due to a failure to perform or inappropriate performance of the contract of sale concluded with the BUYER and of the order may not exceed the gross value of the order. The SELLER shall not be responsible for damages in a form of lost benefits. The above provisions shall not apply to the contracts of sale concluded within consumer trade.

3. The SELLER shall not be responsible for the effect of incorrect installation and improper use of the goods bought from the SELLER.

4. Any disputes arising out of the performance of the order shall be resolved amicably by the parties. If it is impossible for the parties to settle a dispute, the dispute shall be settled by a competent court having jurisdiction over the registered office of the SELLER. The above provision shall not apply to the contracts of sale concluded within consumer trade.

5. Any issues not regulated in the present General Conditions of Sale shall be governed by the provisions of the Civil Code. For consumer goods, that is, a movable sold within the economic activity pursued by an enterprise to a natural person who acquires such thing for a purpose not connected with its professional or economic activity, the provisions of the Act of 27 July 2002 on specific conditions of consumer sales and on the amendment to the Civil Code (Journal of Laws, 2002, No 141, item 1176 as later amended) shall apply.



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