

DOC. NO. 2019-04-07-1

**General Terms and Conditions of Sale and Delivery of steel structures
manufactured in accordance with the standards: PN-EN 1090-1 or PN-EN 40-5
applicable in PPUH ELMONTER OŚWIETLENIE Mariusz Szkudlarek
with its seat in Zagórow, ul. Przemysłowa 1**

I. Definitions

1. GTCSD – the General Terms and Conditions of Sale and Delivery,
2. Manufacturer - Przedsiębiorstwo Produkcyjno-Usługowo-Handlowe [Production, Service and Commercial Company] "Elmonter Oświetlenie" Mariusz Szkudlarek with its registered office in 62-410 Zagórow; ul. Przemysłowa 1
3. Customer - any entity ordering the manufacture of the Product from the Manufacturer and/or assembly of the Product by the Manufacturer.
4. Product - a steel structure manufactured by Elmonter Oświetlenie in accordance with PN-EN 1090-1 or PN-EN40-5 standard or third-party products, which are not manufactured by the manufacturer but are distributed by the manufacturer.
5. Parties - the Manufacturer and the Customer
6. Offer - individual quotation concerning the goods and services provided by the Manufacturer.
7. Delivery - delivery of the Products to the Customer to the address indicated.
8. Warranty - the Manufacturer's obligation to repair the Products in the event of defects detected under the conditions specified in the General Terms and Conditions of Warranty for Steel Structures manufactured in accordance with PN-EN 1090-1 or PN-EN40-5 standards (hereinafter referred to as the GTCW) applicable in the Manufacturer's company.
9. Statutory warranty - the Manufacturer's liability towards the Customer for the physical and legal defects of the sold Products under art. 556-576 of the Civil Code.

II. General provisions

1. The GTCSD constitute an integral part of all Offers, describing the rules for ordering and executing orders in the Manufacturer's company and of deliveries of Products to the Customer.
2. The GTCSD apply to all agreements and orders executed by the Manufacturer.
3. In all matters not regulated by these GTCSD the provisions of the Polish Civil Code and relevant provisions of Polish law apply, regardless of the place of delivery/the seat of the Customer.
4. By placing an order with the Manufacturer, the Customer declares that they have read the current provisions of the GTCSD and the GTCW available on the Manufacturer's website under the tab Download / other materials (<https://elmonter.pl/inne-materialy/>).
5. Terms of sale and delivery and warranty conditions other than those stipulated in the GTCSD and the GTCW must be made in a written form as agreed and accepted by the Parties.

III. Offer

1. Offers prepared by the Manufacturer shall not constitute a commercial offer within the meaning of art. 66.§1 of the Civil Code and are only price information. They are merely an invitation to negotiate and

become binding at the moment the Customer places an order and the Manufacturer confirms acceptance of the order for processing.

2. Offers specify all information necessary for the Customer to order Products from the Manufacturer, in particular unit prices as well as payment and delivery terms and conditions.
3. Prices quoted in the Offers do not include VAT, which will be added to the invoice in accordance with applicable regulations.
4. The Manufacturer does not agree to unilateral modification of the Offer by the Customer.
5. Sales conditions other than those specified in the Offers and/or the GTCSO must be made in a written form as agreed and accepted by the Parties.
6. In case of discrepancies between the Manufacturer's GTCSO and the Customer's Purchase Conditions, provisions of the GTCSO will be binding for the Manufacturer.

IV. Orders

1. Orders placed with the Manufacturer must be made in writing (e-mail, registered letter) and signed by the person authorised to place such orders on behalf of the Customer. Any reservations made in orders placed by the Customer will not be binding for the Manufacturer if they are in conflict with the Offer or the GTCSO, unless they have been agreed on individually with the Manufacturer and they are made in a written form as agreed by both Parties.
2. Orders placed with the Manufacturer must be confirmed. A confirmation of the order will be sent to the Customer to the e-mail address indicated in the order within 5 business days from the date of placing the order.
3. The deadlines for the production under the orders specified in the order confirmation may change in the case of any events for which the Manufacturer is not responsible, in particular force majeure, over which the Manufacturer has no influence, which the Manufacturer cannot avoid, overcome, or cannot secure itself against.
4. Order may not be accepted for processing by the Manufacturer if their content is not compliant with the prepared Offer, the GTCSO or the GTCW. The Manufacturer will inform the Customer about such a situation within 5 business days from the date of placing the order.
5. The cancellation of the Order, in its entirety or part, by the Customer as well as introduction of changes to the Order will not be taken into consideration by the Manufacturer unless such a possibility has been reserved in writing in the Offer or any possible changes have been agreed between the Parties at the stage of negotiations.
6. The Customer will be liable towards the Manufacturer for all damages resulting from unjustified cancellation of the order in its entirety or part after its placing, in particular, the Customer will be obliged to cover all costs incurred by the Manufacturer in connection with the order.
7. The Customer acknowledges that the Manufacturer has concluded an insurance agreement, and transactions and claims that may arise in relation to the Customer as a result of execution of the order will be covered by such an agreement. The Manufacturer reserves the right to suspend the execution of the order - without bearing consequences resulting from the confirmation of the order - if the order's execution would result in exceeding the trade limit granted by the insurance company. The Manufacturer will maintain the right to suspend the execution of the order until the payment of the amount due is made, which would cover the difference between the trade limit applicable on the planned date of payment of the invoice and the value of the order subject to suspension.

8. If it is not possible to obtain a trade limit for the Customer, the Customer will be obliged to provide a Bank Guarantee for the entire gross value of the Order, with the content agreed and accepted by the Manufacturer, within 14 days from the date of sending the Order to the Manufacturer. The term of validity of the bank guarantee may not be shorter than the delivery date of the Products indicated in the delivery confirmation + the payment term indicated in the Offer + 30 days. The Manufacturer allows for the possibility of making prepayments to orders made based on pro-forma invoices.
9. The order will not be binding for the Manufacturer if:
 - a) The Manufacturer will not obtain a trade limit from the insurance company for the Customer or the limit granted is not sufficient to secure the given order;
 - b) The offer specifies other terms and conditions of securing the transaction than the trade limit, and the Customer has not submitted the required guarantee within the deadline.
 - c) The Customer will not make a payment based on the proforma invoice.
10. When any of the situations referred to in points IV.7-9 occurs, the Manufacturer will redefine the deadline for the execution of the order, taking into account the current production capacity utilisation.

V. Deliveries

1. Delivery terms and conditions are specified by the Manufacturer in the Offers and the GTCSD, unless delivery terms other than those in the Offers and the GTCSD have been agreed between the parties. Those agreements will be null and void unless made in writing.
2. If the Offer does not specify detailed terms of delivery, the delivery of the structures ordered will be performed under EXW terms, in accordance with Incoterms 2010, from the Manufacturer's plant in Michalinów Oleśnicki 34; 62-410 Zagórow. The terms of collection are available on the Manufacturer's website in the tab Download / other materials (<https://elmonter.pl/inne-materialy/>).
3. Delivery costs will be borne by the Customer, unless the Offer specifies the Party who bears the transport costs.
4. In case of deliveries of the Products to the place indicated by the Customer, deliveries shall be made to unloading places located by paved public roads or alternatively other paved roads to whose use by vehicles of GVW up to 40t the Customer will be legally entitled for the time of the ordered structures transport and unloading.
5. Unloading of the Products will be done by the Customer at the Customer's cost and risk.
6. The Customer is obliged to check the quality and completeness of deliveries against transport documents at the time of delivery. All complaints concerning the quality of the delivered Products as well as their completeness after their receipt will not be considered, except for defects reported by the Customer in accordance with the rules set forth in the GTCW binding the Manufacturer.
7. The Customer acknowledges that the Manufacturer or the person making the delivery to the Customer on its behalf is entitled to take pictures during the delivery, before and during unloading of the Products, as well as of the place of storage of the Products, under pain of losing the warranty rights concerning the Products.
8. If the Products ordered by the Customer are not collected within the time limit indicated in the order confirmation, the Manufacturer has the option of charging storage fees for each day of storage in the following manner:
 - 0.25% of the net value of the uncollected Products calculated for a period up to 30 calendar days

- 0.38% of the net value of the Products for each subsequent day of storage, until the Products are collected.

9. Notwithstanding the provisions of point V.7, the Manufacturer - after the Customer has been called twice to collect the Products, has the right to issue an unilateral delivery note and a VAT invoice to the Customer.

VI. Payment conditions

1. The payment conditions are each time specified in the Offer.

VII. Complaints

1. By placing an Order, the Customer explicitly accepts the warranty conditions specified in the GTCW in force at the Manufacturer's company as of the date of placing the Order.
2. Warranty conditions other than those specified in the GTCW must be agreed with the Manufacturer and must be made in writing under pain of nullity.

VIII. Intellectual property

1. Placing an order with the Manufacturer does not entitle the Customer to obtain ownership rights, in particular to: projects, documents, know-how, patents, registered trademarks, research etc., used for the production of the ordered structures.
2. All information indicated in paragraph 1 will remain the property of the Manufacturer.

IX. Final provisions

1. In all matters not settled herein, provisions of the Civil Code shall apply.
2. The Parties undertake to keep secret all information they have obtained in connection with the performance of the order, in particular commercial terms other than those specified in the GTCSD.
3. The parties undertake to resolve any disputes arising from the implementation of orders and these GTCSD amicably, and in case of absence of agreement, the court having jurisdiction over the Manufacturer's seat will be competent to resolve such disputes.
4. By placing an order, the Customer acknowledges and consents to the collection and processing of personal data provided in the order for the purposes of order processing, provision of marketing and commercial information, as well as for the purpose of the data transmission to an entity with which the Manufacturer has concluded a commercial transaction insurance agreement in order to verify the ability to obtain a trade limit.
5. In relation to the provisions of paragraph 4, we would like to inform you that: the personal data controller (hereinafter referred to as: the Controller) is: PPUH Elmonter Oświetlenie Mariusz Szkudlarek, ul. Przemysłowa 1, 62- 410 Zagórow, Tax Identification Number: 6670000330. The Controller may be contacted in writing, by traditional mail sent to: 62-410 Zagórow, ul. Przemysłowa 1 or by e-mail sent to: iod@elmonter.pl
6. Personal data are processed pursuant to Art. 6(1)(a) of 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, that is based on the necessity

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- of data processing for purposes resulting from legitimate interests pursued by the Controller.
7. Legally interests pursued consist in offering customers products and services within the range of the company's assortment, which primarily contribute to increasing the stability and security of economic transactions.
 8. The received personal data are processed manually and automatically in order to provide the Manufacturer's customers with comprehensive economic information within the framework of the products offered by the company, to conduct business activities in accordance with the law (accounting) as well as for statistical purposes.
 9. The Manufacturer does not provide the data to other entities, except for those necessary for the performance of the Order.
 10. The Controller processes your personal data within the scope in which they are made available by public sources - i.e. available on websites and in official registers.
 11. Due to the processing of your personal data, you have the right to:
 - demand access to your personal data from the Data Controller,
 - demand that the Data Controller corrects your personal data,
 - demand that the Data Controller deletes your personal data,
 - demand that the Data Controller limits the processing of your personal data,
 - object to the processing of your personal data or
 - to the transfer of your personal data,
 - lodge a complaint with the supervisory authority.
 12. The above rights may be exercised by: e-mail sent to: iod@elmonter.pl or by traditional mail, by letter to the following address: Przemysłowa 1, 62-410 Zagórow. The Data Controller makes every effort to ensure all physical, technical and organisational measures to protect personal data against accidental or intentional destruction, accidental loss, alteration, unauthorized disclosure, use or access, in accordance with all applicable laws.