

**GENERAL SALES TERMS AND CONDITIONS
of AiFO COMPONENTS SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ S.K.A. and
AiFO GROUP Sp. z o.o.
effective from 11/04/2023**

Article 1. Scope of application

1. These General Sales Terms and Conditions (hereinafter referred to as the "GSTC") govern the terms and conditions of purchase and supply of components and glass doors between **AiFO COMPONENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ S.K.A. or AiFO GROUP Sp. z o.o.** hereinafter referred to as the "Seller", and the customer, hereinafter referred to as the "Buyer", unless other arrangements have been made in writing.
2. The General Sales Terms and Conditions shall form an integral part of the contracts between the Buyer and the Seller.
3. These General Sales Terms and Conditions shall be binding on the Parties as soon as the Seller confirms the order or signs the cooperation agreement.

Article 2. Orders

1. The condition for the effective conclusion of the sales contract is the placement of the order by the Buyer and the written confirmation of the order by the Seller.
The order shall be sent to the Seller by e-mail, fax, or letter.
In exceptional cases where the Seller has a permanent business relationship with the Buyer, the Seller may accept orders placed by telephone or verbally.
An order within the meaning of these GSTC shall constitute an offer to conclude a sales or delivery contract by the Buyer.
2. **The Seller shall be obliged to confirm the order within 5 working days of its receipt, stating the delivery date, prices and financial terms.** A written order confirmation shall mean that the Seller has received the order and accepted it for processing.
However, failure to confirm acceptance of an order in writing within the aforementioned period shall be deemed tacit acceptance of the order on the terms and conditions specified therein, unless the Seller notifies in writing and within this deadline that it does not accept the order.
3. The Buyer's order should contain the following details:
 - a. the Buyer's business name - with indication of the exact address;
 - b. the Buyer's NIP number or equivalent;
 - c. indication of the offer number, if applicable;
 - d. identification of the goods by trade name or symbol;
 - e. the quantity of goods ordered;
 - f. date, place and conditions of delivery/collection of goods.
4. The Seller may withhold the processing the sale in the event of doubts as to the accuracy of the details found in the documents referred to in Article 2 section 3 of the GSTC.
5. Order cancellation by the Buyer shall only be permissible if the terms of cancellation have been agreed in writing with the Seller.

The Seller reserves the right to charge the Buyer for the actual costs incurred up to the time of cancellation, but not more than the value of the order.

Article 3. Order lead time

1. The deadlines and detailed terms of delivery for individual orders shall be specified in the Seller's written order confirmation.
2. The Seller reserves the right to change/extend the commercial transaction lead time if this is due to reasons beyond the Seller's control. A change in the business transaction lead time shall not constitute grounds for withdrawal from the contract by the Customer or grounds for claims for damages. In the case of long-term orders executed in batches, the Seller reserves the right to refrain from releasing the goods until the invoices for the previous batches have been paid in full.
3. In the case of prepaid orders, the order lead time shall be set by the Seller after the Buyer has paid the amount agreed by the Parties.
4. If the delivery date given by the Buyer is not feasible, the nearest possible date shall be agreed.

Article 4. Prices and shipping

1. The sales price is agreed between the Buyer and the Seller in PLN or the following currencies: EUR, USD. The prices quoted by the Seller are always net prices to which value added tax shall be added at the rates applicable on the invoice date. In the absence of arrangements to the contrary, the EXW (INCOTERMS 2010) shipping terms shall apply, to which the Seller's standard packaging costs must be added. Product prices do not include the cost of delivery by carrier or courier.
2. The packaging cost shall be borne by the Buyer. Packaging is non-returnable unless otherwise agreed in writing. The Buyer may also be charged for the cost of securing or insuring the products for transport.
3. The consignment shall be delivered at the expense and risk of the Buyer. Upon receipt of the consignment, the Buyer may raise any objections to the quality and manner of carrying out the transport service. Objections must be submitted within 24 hours of receipt of the consignment. The absence of objections within this period shall mean acceptance of the products and services provided by the Seller.
4. Transport costs shall be charged to the Buyer at the rate of the involved carrier or at a rate of PLN 2 per kilometre of the route to and from the Buyer in the case of own transport carried out by the Seller.

Article 5. Payment terms

1. The Buyer shall always pay cash on delivery or make a prepayment for the first two orders.
2. If the Buyer wishes to pay by bank transfer, starting from the third order, the Buyer shall be obliged to provide the Seller with its registration documents (originals for review and copies): excerpt from the National Court Register (KRS) or from the register of business activity not older than 3 months, a decision on the

assignment of a NIP number, a certificate of assignment of a REGON number and a power of attorney for the person representing the Buyer.

3. The Seller reserves the right to refuse to defer payment.
4. The Buyer shall be obliged to pay the amount due under the contract of sales or delivery within the deadline indicated in the invoice.
5. The payment date shall be deemed to be the date on which the payment is credited to the Seller's bank account as stated on the invoice or the date of payment in cash.
6. If the Buyer fails to make payment within the deadline indicated in section 4, the Seller shall be entitled to demand a prepayment or down payment for the goods from orders already accepted or subsequent orders.
7. Failure to pay the amount due within the deadline indicated in section 4 shall entitle the Seller to discontinue the supply of goods and to suspend the execution of already accepted orders.
8. Unless otherwise agreed by the Parties, payment for the ordered goods shall be made without set-off or counterclaims.
9. The goods shall remain the property of the Seller until the full amount due has been paid.
10. Lodging a complaint shall not release the Buyer from its obligation to pay for the goods within the deadline specified in section 4.

Article 6. Warranty and complaints

1. **The Buyer undertakes to inspect the goods before their first use after delivery by the Seller as part of each delivery.**
2. **The Seller shall grant a warranty for its products. The warranty period shall be 12 months from the sales date. The Seller's liability under statutory warranty for physical defects of the goods is excluded.**
3. **All complaints should be made in writing, using the Complaint Form, in accordance with the Complaint Regulations. Complaints made in any other form shall be deemed not to have been submitted.**
4. **The Complaint Regulations are available at www.aifo.pl/doc/General_terms_and_conditions_of_sale.pdf**
The Complaint Form is available at www.aifo.pl/doc/Terms_of_submitting_complaints.pdf

Article 7. Ownership

1. Apart from warranty liability for physical defects of the goods, the Seller shall not be liable to the Buyer for any damage caused by the goods or in connection with their possession or use, subject to liability under mandatory provisions of law.
2. The Seller shall not be liable for any loss, damage or costs (direct or indirect) of the Buyer due to delivery errors or delays caused by the logistics operator.

3. The Seller shall not be liable for the information contained on its website, and in particular in catalogues, brochures, leaflets, advertisements and other publications as they do not constitute an offer within the meaning of the Civil Code, even if accompanied by a price.

4. Publications regarding the products sold by the Seller are for information purposes only. The technical details given in the publications are subject to change at any time, including due to constant technical industry developments.

Article 8. Final provisions

1. The Polish law shall be the one applicable to all contracts of which the GSTC form an integral part.
2. The texts of the contract and GSTC in Polish shall constitute the original version.
3. The provisions of the Civil Code shall apply to matters not governed by these GSTC.
4. **The invalidity of individual provisions shall not affect the validity of the remaining provisions of the GSTC.**
5. **The Parties shall endeavour to amicably settle all disputes arising in connection with the performance of contracts covered by these Terms and Conditions. If an amicable settlement cannot be reached, the court with jurisdiction over the Seller's registered office shall settle the dispute.**
6. **In the event that the Customer enters into a sales contract which is not of a professional nature for the Customer arising from the subject of its business, the provisions of Article 2 section 5, Article 3 section 2, second sentence, Article 6 section 3, Article 7 sections 1 to 3 and Article 8 section 5 shall not apply to such sales contract.**