

# GENERAL TERMS OF SALE

in force in VIDOK Sp. z. o.o., with headquarters in Rudna Mała

## **I. General provisions:**

The General Conditions of Sale (hereinafter referred to as "GCS") define the rules for concluding contracts for the implementation of the project by VIDOK sp. z. o.o., based in Rudna Mała 75, 36-054 Mrowla, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register under number 0000191980, NIP: 8131086710, with share capital in the amount of: 11 606 000, PLN 00 (hereinafter referred to as "VIDOK").

GCS constitute an integral part of all project implementation contracts to which VIDOK is a party, unless the parties to the project contract have agreed otherwise in writing.

## **II. Conclusion of a contract for the implementation of the project:**

Submitting a project to the Buyer does not constitute an offer within the meaning of the Civil Code, but only an invitation to place an order. The contract for the implementation of the project is concluded upon the acceptance by VIDOK of the order for the implementation of the project, submitted in writing by the Buyer.

The contract for the implementation of the project is valid along with the GCS and may not be modified based on granting the Buyer special purchase conditions.

## **III. Terms and conditions of delivery and assembly:**

The contract for the implementation of the project defines the rights and obligations of the parties to the contract for the implementation of the project, including in particular the subject of the contract and its value.

On the basis of the contract for the implementation of the project, VIDOK undertakes, under the conditions specified in the contract for the implementation of the project, to provide the Buyer with the goods specified in the contract for the implementation of the project or / and to perform construction and assembly works in the place indicated in the contract for the implementation of the project.

The goods are delivered ex VIDOK warehouse in Rudna Mała. The services specified in the contract for the implementation of the project are performed at the place indicated in the contract for the implementation of the project, on the date indicated therein.

The parties to the contract for the implementation of the project, or their representatives, shall draw up a written protocol from the acceptance of the subject of the contract for the implementation of the project.

In the event of defects being found, the parties will set a new date for commencing the acceptance of the subject of the contract for the implementation of the project, no longer than 14 days from the original date.

In the event that the Buyer does not collect the ordered goods or services on time, VIDOK, after an unsuccessful written request for the Buyer to collect, is entitled to unilaterally collect the subject of the contract. The provisions of the preceding sentence do not apply to contracts for the implementation of a project with a Consumer (i.e. a Buyer who is a natural person concluding a contract for the implementation of a project for a purpose not directly related to its business or professional activity, hereinafter referred to as "Consumer").

For the purposes of these General Conditions, a Consumer is also considered a natural person concluding a contract directly related to its business activity, if the content of this contract shows that it does not have a professional nature for it, resulting in particular from the subject of its business activity, made available on the basis of the provisions on the Central Register and Information on Economic Activity.

In case when:

- a. the installation of the joinery is not possible within the time limit specified in the contract due to the fault of the Buyer (e.g. lack of adequate progress of construction works); or
- b. The Buyer, without valid reason, fails to collect the produced joinery from the VIDOK headquarters or refuses to accept the joinery in a previously agreed place (applies to contracts that do not include joinery assembly),

Then VIDOK will store the produced joinery until it can be assembled or handed over to the Buyer. The Buyer will be charged with the reasonable costs of storage of the joinery. If the delay in the assembly or acceptance of the joinery in relation to the date agreed in the contract is longer than 3 months, VIDOK, due to the specificity of the production process, does not grant the warranty referred to in these General Conditions of Sale.

The arrangements regarding dimensions, divisions, appearance, colors and functions of products adopted in the contract for the implementation of the project are considered as agreed with the Buyer, unless the Buyer submits its comments and wishes in the contract for the implementation of the project. The sketches of the products attached to the contract for the implementation of the project show the view of the woodwork from the inside.

The contract for the implementation of the project is concluded for the duration of the subject of the contract.

If, in the course of assembly works or during the delivery of products, waste is generated within the meaning of the Act of 14 December 2012 on waste (Journal of Laws 2021.779, i.e. of 2021.04.27), in particular debris, used windows or doors, other construction waste or post-demolition or other building elements disconnected from it as a result of the installation of VIDOK products - their disposal will be charged to the Customer, with the exception of waste resulting directly from materials provided by VIDOK (films, original packaging of products, etc.).

The Customer is obliged to provide VIDOK employees with access via a hardened road to the place where the products are to be assembled, or to the place where the products are to be delivered (if the assembly service is not ordered). The location where VIDOK employees will be able to unload the delivered products before their assembly or unload in order to deliver the products to the Customer, must not be more than 25 meters from the walls of the building where the assembly is to be carried out or from the place where products are to be ultimately delivered..

## **IV. Prices and Payments:**

The prices indicated in the contract for the implementation of the project are given in Polish zlotys and may additionally be given in EUR, USD, GBP. The prices in the project do not include VAT, which is calculated after VIDOK analyzes the circumstances of a given order, that might affect the applicable tax rate. In any case, the total price including VAT will be given before the conclusion of the contract for the implementation of the project.

All prices of goods apply ex VIDOK warehouse in Rudna Mała. If the goods are to be delivered to the Buyer to the place indicated by it, it is obliged to bear the costs of transport and delivery in the amount previously agreed with it.

The terms and conditions of payment are specified in the contract for the implementation of the project.

If, for reasons attributable to the Buyer who is not a consumer, the delivery of woodwork is delayed in relation to the terms specified in this contract, resulting in an increase in the prices of the following components of the subject of the contract, i.e. glass, steel, profiles, fittings, wood, paints, consoles - the parties will proceed with negotiations to adjust the remuneration to the current production costs of the subject of the contract.

## **V. Ownership:**

Upon the delivery of the goods to the Buyer, the benefits and burdens associated with the goods and the risk of accidental loss or damage to the goods shall pass on to the Buyer. VIDOK reserves the ownership of the goods sold until the full price is paid.

#### **VI. Warranty and responsibility for quality:**

VIDOK provides a quality guarantee in accordance with the general warranty terms constituting an appendix to the contract for the implementation of the project, on the terms specified therein.

In the event of a possible defective performance of the contract for the implementation of the project, VIDOK is liable to the Consumer under the warranty for defects, in accordance with the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2016, item 380, as amended).

In case of doubts, the quality assessment of products is carried out based on the quality guidelines of the manufacturers of these individual components. It does not exclude or limit the liability of VIDOK in the event of a defect within the meaning of the Act of 23 April 1964 Civil Code (i.e. Journal of Laws of 2016, item 380, as amended).

VIDOK's liability under the warranty towards entities other than Consumers is excluded.

#### **VII. Complaints:**

Complaints may be submitted:

- a) in writing to the following address: VIDOK Sp. z o.o., Rudna Mała 75, 36-054 Mrowla, Poland
- b) via e-mail to the following address: serwis@vidok.com
- c) by phone to the following number: +48 17 8595682

Complaints will be considered within 14 days from the date of their submission. Within this period, VIDOK will provide the Buyer with a decision regarding the acceptance or non-recognition of the complaint. If such necessity is determined by VIDOK, the Buyer will make the subject of the complaint available to the employee of VIDOK in order to assess the validity of the complaint.

The complaint should contain the following data: name and surname / company name of the Buyer, contact details of the person submitting the complaint, information and circumstances relating to the subject of the complaint, in particular a description of the defect and the place and date of its occurrence, name and type of goods, complaint request.

#### **VIII. Conclusion of an off-premises contract**

The right to withdraw from a contract concluded outside the business premises or at a distance is not granted to the Consumer, due to the fact that the subject of the service is a non-prefabricated item, manufactured according to the Consumer's specifications or serving to satisfy its individual needs (Article 38 (3) of the Act of 30 May 2014 on consumer rights, Journal of Laws 2020.287, i.e. of 2020.02.21).

#### **IX. Governing Law:**

The applicable law is Polish law. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The competent court for disputes arising from or in connection with the contract for the implementation of the project between VIDOK and the entrepreneur shall be the court in Rzeszow.