



GENERAL CONDITIONS OF SALE AND DELIVERY

Wind-Dam retractable balustrades

The only manufacturer in Poland!



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§1 General provisions

1.1 These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") define the rights and obligations of the parties to sales and delivery contracts and services, of which the Seller is: WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Malbork st.. Kościuszki 5/32, NIP 5792297477 .

1.2 These GTS are an integral part of sales contracts concluded by the Seller. 1.3 These GTS shall apply if the other party to the contract (Buyer) is an entrepreneur within the meaning of the Civil Code. 1.4 The provisions of the contract individually agreed and confirmed by authorized persons in writing shall prevail over the provisions of these GTS to the extent that they contain provisions different from these GTS. 1.5 These GTS are published on the Seller's website: www.wind-dam.com.

§2 Definitions

The terms used in these General Terms and Conditions of Sale shall mean:

2.1 Seller - sales and supply of services of which the Seller is: WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ with its registered office in Malbork st.. Kościuszki 5/32, NIP 5792297477. 2.2. Buyer - a legal person, an organizational unit without legal personality and a natural person conducting business. 2.3. Date of payment - the date on which the amount due for goods or services became due. 2.4. Products - movables, goods and services to be sold under the contract of sale between the Seller and the Buyer. 2.5. Order - an offer to purchase products submitted by the Buyer in writing, also delivered via e-mail, including at least: the name of the ordered product, quantity, Buyer's data necessary to issue a VAT invoice, date, place and conditions of delivery/collection of the Product.

§3 Conclusion of contract

3.1 Information regarding the goods and services of which WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ is the Seller presented in catalogs, folders, brochures, etc., as well as posted on the websites of the

Seller's websites are of advertising nature only and do not constitute an offer within the meaning of the Civil Code.

3.2 The basis for the conclusion of the contract is the submission of a written order by personal appearance, e-mail, fax or through the current sales program. The order must contain full details of the product: dimensions, type of balustrade, glazing and additional assortment, completion date, approximate date and method of delivery, and optionally the terms of payment (after prior written agreement with the decision maker). The submitted order must also have all the necessary data of the Buyer for its implementation. WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ will send an order confirmation to the Buyer. The order confirmation shall include at least: order specification, price of the goods, total value of the ordered goods, approximate completion dates, place and terms of delivery/collection and terms of payment - unless otherwise agreed by the parties in a separate procedure.

3.3 The buyer shall verify the correctness of the received production order confirmation and compare it with his inquiry. Verification should include: conformity of dimensions/color/quantity/type of additional assortment. If an error is found in the received confirmation of the production order

production order, you should report this fact to the Sales Department in order to receive a correction. No feedback on the need to correct the production order WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, and on the part of the Buyer. No feedback to the sent order confirmation within 24 hours means its acceptance.

3.4 Cancellation of a production order by the Buyer is allowed in exceptional situations. This desire must be reported in writing to establish the terms of cancellation with the Seller. At the same time, the Seller reserves the right to charge the Buyer with the actual costs incurred up to the time of cancellation, not exceeding the value of the order.

3.5 No assurances, agreements or warranties made by representatives of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ regarding sales, prices, delivery dates, complaints or offers made orally are binding and cannot constitute the basis for claims against the seller.

3.6 The buyer is obliged to verify the correctness of the received offer and compare it with his inquiry. Verification should include conformity of dimensions/color/quantity/type of profile/fittings/type of construction/additional assortment included. If an error is found in the quotation received, this should be reported to the Sales Department for correction. Lack of feedback about the need to correct the offer, and thus, the use of incorrect cost estimate is not the responsibility of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, but on the part of the Buyer.

3.7 Placing an order by the Buyer is tantamount to acceptance of these GTS.

§4 Price and payment terms

4.1 The price for the Product being the subject of the sales contract shall be determined in the order confirmation based on the price list in effect on the date of acceptance of the order or in the offer made by the Seller, and are net prices - excluding VAT. To the established net prices, VAT is added at the rate currently applicable to the purchased Products on the date of the invoice. A discount agreed upon between the Parties in a separate procedure may be included from the list prices.

The price for the Product may be increased if the value of one of the components of the price of the Product changes significantly, in particular the price of the components, i.e. profiles, fittings, insulating glass, the exchange rate of the Euro currency or the cost of transportation increases significantly. In such a case, the binding price is the price set by the Seller no later than on the date of the invoice.

Changing the price in accordance with the provisions of this paragraph does not constitute an amendment to the contract.

4.2 The Buyer shall be obliged to pay the entire gross value of the order before receipt of the goods, unless otherwise agreed by the Parties in the provisions of the offer or order confirmation.

4.3 Payment of the price shall be made in the form of transfer to the bank account indicated by the Seller in the VAT invoice or in any other form agreed in the offer or sales contract.

4.4 Payment shall be considered made when the funds are credited to the Seller's bank account.

4.5 The filing of a complaint shall not release the Buyer from the obligation to make payment for the Product within the agreed period.

4.6 In case of delay in payment, the Seller shall charge statutory interest for delay in commercial transactions.

4.7 In case of delays in payment by the Buyer to WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ. Seller reserves the right to withhold subsequent deliveries, without incurring financial or legal consequences.

§5 Terms of delivery

5.1 Delivery of the Products shall be made within the timeframe specified in the offer or order confirmation based on the anticipated capacity of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,

5.1.1 Partial deliveries are permitted.

5.2 The delivery date may be changed in case of:

suspension of delivery for reasons attributable to the Buyer,

Buyer's delay in payment for current or overdue order,

failure to provide the Seller with information necessary for delivery,

force majeure, including preventing production due to the occurrence of infectious diseases, natural disasters, etc.,

exceeding by the Buyer of the established sales limit,

delay in delivery of goods by suppliers of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,

occurrence of unforeseen circumstances preventing production both on the part of the Seller and its suppliers.

5.3 The place of delivery of goods is:

(a) the Seller's premises - on the date confirmed by the Seller. Quantitative and qualitative acceptance shall take place before loading. The Buyer shall have at his disposal means of transport appropriately adapted for the carriage of goods. In the case of loading by the Seller, all risks associated with the goods shall pass to the Buyer as soon as the Buyer begins loading.

(b) the Buyer's premises or the place indicated by the Buyer in the order - after prior written confirmation by the Seller.

If it is not possible to deliver the products by a delivery truck with a capacity of more than 3.5 t., the Buyer is obliged to inform the Seller of this fact and/or designate a new unloading place that complies with traffic regulations. If the road trip requires it, the Buyer is obliged to

make available to the Seller all permits that will enable the delivery of products without violating traffic regulations. Any fines imposed on the Seller resulting from improper scheduling of the unloading location by the Buyer shall be forwarded to the Buyer for settlement. In case the delivery is made by Seller's transportation (according to DAP formula Buyer's seat: INCOTERMS 2020). The Buyer undertakes to receive the ordered products on the agreed date and to technically properly prepare and carry out the unloading at the place of delivery, as well as the quantitative and qualitative acceptance before unloading. All risk of damage or loss of the goods shall pass to the Buyer as soon as unloading begins. The Buyer is obliged to examine the shipment to determine whether it has been visibly damaged in transit. If such damage is found, a claim report must be drawn up with the participation of the carrier. If damage to the shipment was found during unpacking, the Seller must be notified immediately, but no later than 24 hours from the date of delivery. After the expiration of this period, the goods shall be deemed accepted without reservation.

c) In case the Buyer fails to collect the goods due to non-payment of full payment for the goods or inability to unload the goods for reasons attributable to the Buyer, the Buyer shall cover the cost of storage and insurance in the amount of PLN 250 + VAT for each day of delay, as well as the cost of re-transportation.

d) If the Buyer fails to collect the goods longer than one month from the date of the agreed collection date, WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ may, at his discretion: give the unclaimed goods for safekeeping at the expense and peril of the Buyer, which shall not relieve the Buyer from paying for the goods, or sell the goods for the account of the Buyer after setting an additional time limit for collection. In addition, the Seller may claim damages on general terms.

(e) Transfer of goods to the Buyer shall be made on the basis of a delivery document signed by both Parties. Signing of the delivery receipt document by an authorized person (an authorized person is considered to be a person residing in the area designated for unloading), who will notify the driver of his readiness to unload the goods. Signing the documents without reservations means that the goods have been handed over in the quantity ordered and have no overt defects.

5.4 The Seller's packing of goods shall be carried out in the manner normally used in the transportation of joinery. If the Buyer determines that the goods ordered by him require special packaging (e.g., cardboard boxes, wooden racks, crates), the cost of such packaging and packing shall be borne by the Buyer.

5.5 Transport racks (metal) on which the tower is transported are not the property of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ and do not have to be returned.

5.6 If the Buyer has agreed to the delivery of goods with an apparent defect (damaged or cracked glass, etc.), he shall at the same time declare its repair at his expense.

§6 Property rights and warranties - Seller's liability for defects in goods.

6.1 Samples and samples should be considered as demonstrative materials. Final products may differ from them in quality and color taking into account construction standards. The basis for assessment of aesthetics and quality of workmanship of the products is the information contained in brochures provided by the Seller at the request of the Buyer.

6.1.1 The aforementioned information brochures contain instructions or counter-indications for transport, storage, installation, cleaning and servicing of doors and windows.

6.2 The Seller guarantees the ordered Products in accordance with the Warranty Card.

6.3 The Buyer shall be entitled to exercise his rights under the warranty only on the basis of the Warranty Card made available to him and only if the rules of use and maintenance of the sold Product, as specified by the Seller, are observed.

6.4 In order to consider a complaint by the Seller, the Buyer shall submit on the complaint form located on the Seller's website the exact details of the goods allowing the identification of the product, a detailed description of any inconsistencies of delivery or defects in the goods, and attach photographic documentation. It is permissible to submit a complaint via e-mail.

6.5 Once the conditions specified in item. 6.4. above, the Seller undertakes to notify the Buyer of its position on the complaint within 14 working days from the filing of the complaint, whereby the Buyer shall first allow the Seller to examine the goods and conduct a visual inspection at the Buyer's premises.

6.6 If the complaint is accepted, the Seller shall, at its option, replace the advertised goods with new goods free of defects or repair the goods within the agreed period. Replacement of the goods and repair will take place within the timeframe corresponding to the technical, technological possibilities and availability of the advertised product element. If the goods will be replaced, the Seller undertakes to deliver the goods free of defects only to the Buyer's premises at no additional cost.

6.7 In the case of unsubstantiated complaints, the Seller's costs associated with the notification of complaints shall be borne by the Buyer.

6.8 Complaints of overt defects such as number of pieces, damage to glass, visible mechanical damage, deformation of profiles, etc. must be stated in writing upon receipt. Otherwise, it is assumed that the receipt of the products took place without objection.

6.9 Subject to the mandatory provisions of the law, the Seller shall be liable only for actual damage caused by willful misconduct or gross negligence, excluding lost profits. The Seller shall be liable to the Buyer up to the value of the advertised goods.

6.10. The Seller shall not be liable for damage resulting from improper design, transportation, storage, or installation of goods by the Buyer, which may have contributed directly or indirectly to damage to the goods, or became the cause of an accident, as well as for damage resulting from the use of improper chemicals and installation materials, mechanical damage, or the action of aggressive environmental factors.

6.11. The Seller shall not be liable for the use of items contrary to their purpose and properties.

6.12. The Buyer may independently remove the defect at the expense of WIND-DAM SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ only after obtaining prior written consent of the Seller.

§7 Warranty

The parties hereby disclaim all liability of the Seller and all rights of the Buyer under the warranty for defects.

§8 Force majeure

8.1 The Seller shall not be liable for non-performance or improper performance of the delivery if it is a consequence of extraordinary events beyond the Seller's control.

8.2 Force majeure shall be considered in particular: natural disasters, wars, civil unrest, shortages of raw materials, transportation shortages, strikes, unforeseeable events that disrupt the production process, including large-scale infectious diseases.

8.3 The Seller shall immediately notify the Buyer of the occurrence of an obstacle to delivery. In such a case, the Seller will be entitled to withdraw from the contract without compensation obligations to the Buyer.

§9 Final provisions

9.1 The law applicable to these GTS shall be Polish law.

9.2 Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law.

9.3 The court competent to resolve disputes arising from the application of these GTS shall be the competent court for the seat of the Seller.

9.4 The invalidity or invalidity of some of the provisions of these GTS shall not affect the validity or effectiveness of the remaining provisions.

9.5 The Seller shall have the right to store and process the Buyer's personal data for purposes related to the execution of the sales contract.

9.6 Any changes to these GTS shall be in writing under pain of invalidity.

9.7 The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller covered by trade secrets to third parties.

9.8. These GTS shall come into force on 11.03.2023.