



# **GENERAL SALES CONDITIONS**

Valid from 01.07.2019

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## 1 SCOPE OF USE

1.1 The General Sales Conditions are an integral part of sales agreements and the related service agreements concluded between IGLOO Władysław Włodarczyk and the purchasers of products offered by the Seller, unless otherwise stated in the contracts. The terms used hereafter mean:

- "Seller" – IGLOO Władysław Włodarczyk based in Stary Wiśnicz 289 32-720 Nowy Wiśnicz, represented by: Przemysław Włodarczyk, holder of tax identification number 868-000-50-40, tel. 014/662 19 10, fax 014/662 19 12 e-mail: info@igloo.com.pl
- "Buyer" – the contractor making the purchase of products or services from the Seller. These General Sales Conditions apply only to contractors (entrepreneurs under Article 43 of the Civil Code) not being consumers within the meaning of Art. 22 of the Civil Code.
- "Parties" – the Seller and the Buyer
- "GSC" – these IGLOO General Sales Conditions
- "Product" – products, goods and services which are the subject of the Seller's statutory activity and are covered by the Seller's commercial offer in the above scope,
- "Warehouse" – the Seller's warehouse located at the Seller's place of business.

1.2 The terms of sale are set out in written agreements between the parties, in the Order Confirmation and in these General Sales Conditions. In the event of any discrepancies, the written arrangements between the Parties and the Order Confirmation shall take precedence over the General Sales Conditions.

1.3 The personal data of the Buyer and its representatives shall be processed by the Seller for the purpose of invoice issue, commercial statistics, handling and settlement of sales and marketing of products and services in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and the repeal of Directive 95/46/EC (General Regulation on Data Protection) and the Act of 10 May 2018 on the protection of personal data (Journal of Laws 2018.1000).

The Buyer agrees to the processing of their personal data by the Seller for the purpose of invoicing, commercial statistics and marketing of products and services pursuant to the Personal Data Protection Act of 29 August 1997. The Buyer also agrees to receive commercial information from the Seller through electronic means of communication, in particular electronic mail, in accordance with the Act of 18 July 2002 on providing services by electronic means or other applicable provisions of law.

## 2 CONCLUDING AGREEMENTS

2.1 Technical and commercial information

2.1.1 Information provided at the IGLOO website and in catalogs, price lists and prospectuses (including sizes, performance standards, color shades, options) is not an offer within the meaning of the Civil Code, but only an invitation to place an order.

2.1.2 IGLOO reserves the right to make changes to the offered range at any time.

2.2 First order

2.2.1 Prior to making their first purchase, the Buyer shall provide the Seller with a set of registration documents:

- a) copies of the current excerpt from the business records or an excerpt from the register of entrepreneurs of the National Court Register or other registration documents in accordance with the applicable regulations.
- b) copies of the document giving the NIP number.
- c) copies of the REGON number certificate (with regard to the Polish entities).
- d) list of persons authorized to place orders on behalf of the Buyer.

2.1.2 In the event that the Buyer fails to submit to the Seller the list referred to in point 2.2.1 d, it is deemed to have authorized all persons running with the Seller correspondence bearing the Buyer's company data via e-mail in the Buyer's domain, or using the Buyer's telephone/fax number or other forms of communication to identify the ordering party as the Buyer's employee.

2.3 Orders, Order Confirmation

2.3.1 The condition for entering into a sale contract is that the Buyer places an order and the Seller confirms it with an "Order Confirmation" generated by the Seller's Axapta (AX) system. The buyer makes an order by mail, email or in another way agreed by the parties. The order should specify:

- a) the Buyer's data
- b) personal details of the person placing the order
- c) description of the subject of the order (product number, quantity and type of product, other details, allowing to clearly identify the ordered products)
- d) name of the carrier and the exact address of the place, where the products are to be delivered
- e) proposed delivery date
- f) in the event that the Buyer orders more than one product and requires that all products be delivered within at the same time, they should enter an appropriate reservation in the order. Otherwise, in the event of failure to deliver any products on the same day, the Seller shall successively provide the Buyer with the products as they become available on the dates indicated in the Order Confirmation. The Seller may require that the order be placed on the appropriate form available on the Seller's website.

2.3.2 Upon receipt of the order, the Seller checks the manufacture capacity and sends the Order Confirmation to the Buyer. Order Confirmation can be sent via email or electronic information exchange systems. Subject to points 6.1 and 2.3.5, the terms set forth in the Order Confirmation (including delivery) shall be binding for the Parties. The sales contract between the Seller and the Buyer is concluded upon the Buyer's receipt of the Order Confirmation.

2.3.3 The Seller shall take into account the Buyer's terms of delivery according to the factory's manufacture capacity and waiting time for the ordered equipment.

2.3.4 If any of the ordered products cannot be delivered within the time proposed by the Buyer, the Seller shall specify the date/time of delivery of the product or individual batches of products in the Order Confirmation.

2.3.5 Subject to the exceptions provided for in these General Sales Conditions, it is not possible to cancel your order once it is confirmed by the Seller.

## 3 PRICES AND TERMS OF PAYMENT

3.1 Product prices in the Seller's price lists are given in Polish zlotys (PLN) or euro (EUR). Price lists do not constitute an offer and are for informational purposes only.

- 3.2 The Seller gives prices in the Order Confirmation in Polish zlotys (PLN). At the Customer's request, product prices may be quoted in euro (EUR); in such case, the Parties shall determine the currency, in which the payment shall be made. In the case of conversion of prices from EUR into PLN, the average NBP selling rate applicable on the date of invoice issuance shall apply.
- 3.3 Order Confirmations state net prices (excluding VAT), the amount of VAT and the gross amount (net + VAT).
- 3.4 The dates of payment shall be determined individually on the basis of agreements between the Seller and the Buyer. In the case of a Buyer who has concluded a sales contract with the Seller for the first time, or a Buyer who has less than 3 (three) sales contracts with a total value less than PLN 10,000 net in the last 12 months, a prepayment of 100% of the product price incl. VAT is required.
- 3.5 Before granting the Buyer a trade credit and the time referred to in item 3.5 The Seller may request the Buyer to provide financial documents confirming good financial standing of the Buyer or have the Buyer's payment capacity verified by an independent business intelligence agency or the insurer. In case of doubt as to the Buyer's payment capacity, the Seller may refuse to execute the order with a deferred payment date.
- 3.6 The Seller may establish an individual trade credit limit for the Buyer at its sole discretion and according to its assessment or on the basis of an assessment of a specialist external company (receivables insurer, business intelligence, law firm) or, regardless of the assessment, decide not to grant such a limit. In order to safeguard the proper execution of payments for product deliveries, the Seller may demand a specific collateral (including, in particular, statements of submission to enforcement under the Code of Civil Procedure, bank guarantee, promissory note, mortgage etc.). In such a case, a merchant's credit shall be granted upon the Seller's receipt of the original document confirming the granting of collateral. If the gross value (net + VAT) of the Buyer's obligation towards the Seller under the contract for which the Seller has not yet received payment (both completed and in progress) and the order placed exceeds the merchant credit established for the Buyer or there are limitations of due receivables, the Seller has the right to not accept any more orders from the Buyer until the Buyer settles the payment with respect to the Seller to the extent that the limit to pay the due amounts, and of the merchant credit is not exceeded, or receipt of the original document confirming the granting of additional collateral has been produced.
- 3.7 The Seller reserves that the ownership of the goods sold shall pass to the Buyer only when the full price is paid to the Seller. In case of merging or confusing items, the parties become co-owners of the whole. Art. 193 § 2 of the Civil Code shall not apply.
- 3.8 The Parties consider the price paid upon the acknowledgment of the Seller's bank account indicated on the invoice.
- 3.9 If the payment deadline is exceeded, the Buyer shall receive, via email or SMS, an electronic alert generated by the Seller's AX system with a payment reminder.
- 3.10 In the event of delayed payment of the amount due, the Buyer shall pay late payment interest in commercial transactions to the Seller, subject to point. 3.11 below.
- 3.11 If the delay in payment of receivables is longer than 30 days from the due date, instead of the percentage specified in point 3.10., the Seller may require the Buyer to pay the maximum late payment interest (i.e. twice the statutory rate for delay). Article 481 of the Civil Code shall apply.
- 3.12 If the delay in payment of receivables is longer than 30 days, the Seller shall automatically submit the case of recovery of claims to the law firm handling the Seller's permanent issues and/or external debt recovery. The Seller shall charge the Buyer with the costs of the law firm and/or external debt recovery.
- 3.12 In the event that the Buyer delays payment of any due receivables to the Seller, the Seller, in addition to any other entitlements arising from the sales contract, the General Sales Conditions, and the law, shall have the right to immediately block the delivery of products and refuse to accept orders until payment has been made with interest. All costs related to the suspension of the delivery of products, including storage and insurance costs, are borne by the Buyer.
- 3.13 The Buyer shall be notified by the Seller of the block referred to in previous point 3.12 promptly in writing by electronic means.
- 3.14 In the event of circumstances indicating a that the Buyer's timely performance of his obligations may be compromised, the Seller reserves the right to suspend the delivery of products and refuse to accept orders until the appropriate collateral has been provided.
- 3.15 The Seller has the right to decide how to utilize receivables arising from the Buyer's contracts.
- 3.16 In the event that the Buyer fails to secure the payment specified in Section 3.6, in order to secure payment of the invoice issued by the Seller with a deferred payment date, the Buyer is obliged to sign it and return it to the Seller. However, the Seller is authorized to issue VAT invoices without said signature.

#### 4 DELIVERY TIME

- 4.1 The delivery dates set forth in the price lists, on the website, in catalogs, prospectuses and other materials of the Seller are indicative. The Seller gives an exact, binding delivery date in the Order Confirmation. The delivery date is the date the Buyer receives the product in accordance with the delivery terms set forth in these General Sales Conditions (see point 5).
- 4.2. In the event of the Buyer's failure to collect the product, the Seller may, at its option, demand to collect the goods and pay the price, withdraw from the sales contract and charge the Buyer with the costs of manufacture and transport of the product.
- 4.3 The seller is not responsible for delays in the performance of the contract if the delay is due to the following circumstances:
- force majeure within the meaning of Section 8 below
  - events for which Buyer is responsible

#### 5 TERMS OF DELIVERY

- 5.1 Product prices include standard packaging. If the Buyer requests non-standard packaging, he will be obliged to bear the resulting costs.
- 5.2 The place of issue of the product is the IGLOO warehouse at the Seller's premises. EXW (ex Works) Delivery Terms, as per Incoterms 2010, unless otherwise stated in the Order Confirmation.
- 5.3 Upon receipt of the product from the Seller's warehouse, the Buyer is obliged to thoroughly inspect the product in terms of quantity and quality as well as for possible defects (e.g. dents and other mechanical damage). Check the product by inspecting not only the packaging but also its contents and compliance with the order. The receipt of the product confirmed with a dispatch note confirms the correctness of the Seller's performance.
- 5.4 The Seller may deliver the product to the Buyer at the address indicated in the order, via an external carrier. In this case, the delivery of the goods takes place at the moment of entrusting the product to the carrier.
- 5.5 The choice of the carrier and the form of delivery is always the responsibility of the Buyer, who should include such information on the order. No information about carrier selection or general shipping notes is understood as a shipping order through a carrier with whom the Seller is working.
- 5.6 The costs of delivery of the product to the address indicated in the order shall be borne by the Buyer, unless the parties have agreed otherwise. Such an arrangement must be in writing.
- 5.7 The Buyer provides unloading, checking and installation of the products and bears the costs and risks associated therewith, ir-

respective of who carries the cost of transport.

- 5.8 Deliveries are made to the place indicated by the Buyer. In the event of a change of place of delivery after placing an order, the costs resulting from these changes shall be borne by the Buyer.
- 5.9 The buyer can indicate only one delivery address in the order.
- 5.10 The Buyer shall ensure the presence of a person authorized to accept delivery on his behalf at the place and time of delivery, whereupon the refusal to pick up the product or absence of the authorized person does not release the Buyer from the obligation to pay for the product and transport.
- 5.11 The Seller bears full responsibility for the goods until they are released from the warehouse. The liability, including the risk of accidental loss of or damage to the product, related to the product being shipped, is incurred by the Buyer upon delivery of the product from the Seller's warehouse, excluding mail order, when the liability shall pass to the Buyer upon the time the goods are handed over to the carrier. The Buyer's liability shall begin upon the delivery of the parcel with the product to the carrier by the Seller. The carrier's liability is subject to the rules governing the contract of carriage and the carrier's liability rules (see Article 788 §1 et seq. of the Civil Code). The Seller is not liable for any damage in the transport of the goods, especially if the Buyer fails to comply with all formal requirements for the receipt of the defective shipment, does not make a damage report upon receipt of the goods and does not submit a complaint directly to the carrier.
- 5.12 Prior to receipt of the consignment (note of consignment receipt), the Buyer is required to carefully inspect the packaging of the product (and the product as far as possible) for any visible damage to the shipment and to take all steps necessary to establish the carrier's liability as well as draw up an appropriate damage report.
- 5.13 Immediately upon receipt of the consignment (note of consignment receipt), the Buyer shall unpack the product and inspect it quantitatively and qualitatively, especially for visible damage during transport. Any missing or damaged products should be reported in the damage record. In the case of large shipments of goods and/or deliveries in bulk packages, which would be impossible or time-consuming to check in the presence of the driver or courier, the Buyer is obliged to thoroughly examine the goods and report any shortcomings to the Seller as quickly as possible, although no later than 2 working days from the date of delivery. This does not, however, release the Buyer from the obligation referred to in paragraph 5.12.
- 5.14 Submitting claims against the carrier for defects or damage to the consignment lies with the Buyer in accordance with Art. 545 of the Civil Code and the Transport Law.
- 5.15 The Buyer shall secure the defective product and allow it to be inspected by the carrier, the Seller or their insurers.
- 5.16 The Buyer's receipt of the goods without reservation and/or without the due diligence referred to in paragraphs 5.11, 5.12 and 5.13 is considered confirmation of delivery correctness.
- 5.17 The Seller is not responsible for delays in delivery caused by the fault of the carrier.
- 5.18 In the event of the Buyer's delay in picking up the Product, the Seller is entitled to charge the Buyer with a storage charge of 2% (two percent) of its net value for each commenced month of storage after the agreed delivery date. After 1 (one) month, the Seller has the right, at his discretion, to demand the receipt of the goods and payment of the price and the storage costs for the product in accordance with the preceding sentence, or to withdraw from the contract of sale and demand a contractual penalty equal to 20% (twenty percent) of the order's value. The above does not exclude claims for damages under general principles if the damage exceeds the value of the contractual penalty.

## 6 CANCELLATION OF ORDERS, RETURN OF THE PRODUCT

- 6.1 The Buyer has the right to cancel the order or part thereof in the event that the delivery date specified by the Seller in the Order Confirmation exceeds the date proposed by the Buyer. The cancellation shall be effective if it reaches the Seller on the day of sending the Order Confirmation or by the next day at the latest by 12:00.
- 6.2 In the event of initiating action against the Buyer, specified by Bankruptcy and Corrective Law, a decision to liquidate the Buyer or a cessation of its business activity, the Seller has the right to withdraw from the sale contract, and count all amounts received so far for the damages resulting therefrom.

## 7 WARRANTY

- 7.1 Scope of Warranty
- 7.1.1 The products sold to the Buyer are covered by warranty. Under the warranty, the Seller ensures the removal of physical defects of products. The warranty period is 12 months from the invoice date. The warranty is valid in Poland.
- 7.1.2 In the case of delivery of a defect-free product, the 12-month period restarts from the moment the defect-free product is delivered to the Buyer. In the case of replacement of a part of a product, the above provision shall apply to that part.
- 7.1.3 In other cases (especially in the case of product repairs), the warranty period is extended by the period of warranty service.
- 7.1.4 The warranty covers only the defects that have arisen due to reasons already preset in the product.
- 7.2 Defects not covered by warranty
- 7.2.1 The seller is not liable for defects in the product resulting from:
- incorrect design assumptions or design provided by the Buyer, careless installation or careless assembly of the product, if not performed by the Seller.
  - repairs, maintenance or operation performed by unauthorized persons.
  - non-observance of the rules of proper operation.
  - lack of proper maintenance and periodic product inspections.
  - product connection incompatible with the wiring diagram or without the required electrical protection.
  - storing products under the wrong conditions.
- 7.2.2 The warranty does not cover defects resulting from the normal wear and tear of the product, damage or destruction, negligence, lack of supervision, misuse of the product, failure to comply with the principles of technical knowledge.
- 7.2.3 The warranty is valid, provided that maintenance and repair is performed only by the Seller or by authorized service personnel.
- 7.3 Buyer's Responsibilities
- 7.3.1 To use the warranty rights, the Buyer is obliged to send immediately to the Seller, no later than 7 (seven) days from the date of revealing the defect, a complaint according to the Seller's template, particularly including the invoice number and the type and model of the product, the type of system the product was used in, the defects revealed and the circumstances of their occurrence. The Buyer shall attach the start-up protocol of the device to the complaint, as required by the Operation and Maintenance Manual. In case of doubt, the Seller may also request other data.
- 7.3.2 The Buyer undertakes to make it easier for the Seller to identify defects and take steps to remove them.

7.3.3 The Buyer undertakes to send the defective product to the address indicated by the Seller, unless, due to its type and size, the product must be repaired by the Seller on-site. At the installation site, the Buyer is obliged to provide free and safe access to the product, in accordance with the rules on occupational health and safety and work protection. Otherwise, after being unable to perform maintenance activities, the Seller has the right to refuse to repair the product and to charge the Buyer for the cost of travel.

#### 7.4 Seller's warranty obligations

7.4.1 Upon receipt of notice of defects in accordance with the provisions of the General Sales Conditions, the Seller shall immediately take the necessary steps to remedy the defects. The costs of remedying the defects under the warranty shall be borne by the Seller. Removal of defects may involve the introduction of such changes in the product that once the product has been modified, it meets all the requirements that it had before the defect occurred.

7.4.2 In the event that the repair is not possible, the Seller is obliged to replace the product with a defect-free one within 2 (two) months of the defect date at the latest. The decision on how to address a warranty claim lies solely with the Seller.

7.4.3 The Seller shall bear the costs of transporting the products or parts repaired or replaced on the basis of the warranty, as well as the travel and accommodation costs of the maintenance personnel, if the repairs take place on-site.

7.4.4 Parts acquired under warranty repairs shall be the property of the Seller.

7.4.5 In the case of unjustified complaints, the Seller shall issue to the Buyer a VAT invoice for the costs incurred in connection with such a claim (expertise, consignment, commute, etc.).

7.4.6 The Seller shall not be liable for damages suffered by the Buyer or any third party arising out of the defects during the warranty period.

## 8 FORCE MAJEURE, LIABILITY

### 8.1 Force Majeure

8.1.1 The Seller is not liable for failure to perform or improper performance of its obligations, if said failure to perform or improper performance results from circumstances caused by force majeure.

8.1.2 The Parties understand force majeure to include circumstances beyond the control of the Seller, in particular fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, interruptions or delays in the supply of raw materials, energy and components, and other unforeseen disruptions, in particular shortening the working hours in manufacturers of products sold by the Seller or their subcontractors, downtime, carrier circumstances, decisions by public administrations, changes in law, and other similar circumstances.

### 8.2 Responsibility

8.2.1 The Seller's liability for damages to the Buyer (regardless of legal basis) is limited to the value of the order, the non-performance or improper performance of which was the cause of the damage. Subject to paragraph 7.4.6, this also includes damage resulting from defects in products. The Seller is liable only for actual damages. The seller is not responsible for the benefits that the Buyer could achieve if he did not suffer any loss (lost profits).

8.2.2 The Seller's liability under the warranty is limited to material defects, i.e. those that prevent the use of the product for its intended purpose. With respect to the warranty, the provisions of Sections 7.3 and 7.4 of the GSC apply accordingly.

## 9 CONFIDENTIALITY

9.1 All developments, plans and documents received by the Buyer in connection with the ordering or sale of products are confidential. The buyer can only use them for his own purposes, cannot make them available to third parties and is obliged to protect them from third party access.

9.2 In the event of non-conclusion of the contract by the Parties, all developments, plans and documents provided to the Buyer must be returned promptly to the Seller with all copies, no later than 15 (fifteen) days from the date of the Seller's request.

## 10 FINAL PROVISIONS

10.1 These General Sales Conditions apply to all contracts entered into between the Seller and the Buyer during cooperation.

10.2 The Seller makes available these General Sales Conditions by placing them on the Seller's website, as an attachment to the offer or an Internet link to said attachment. If the Buyer remains in constant trading relationship with the Seller, their acceptance of the General Sales Conditions with one order, it shall be deemed to be their acceptance for all other orders and sales contracts.

10.3 Without the Seller's prior written consent, the Buyer is not entitled to deduct his claims from the Seller's claims.

10.4 Any oral arrangements between the Parties shall only be binding upon their confirmation by the Parties in writing, or otherwise in a manner set out herein.

10.5 Any disputes arising out of contracts concluded under the General Sales Conditions shall be settled by a general court competent for the Seller's address.

10.5 These General Terms and Conditions of Sale and sales contracts concluded hereunder shall be subject to Polish law. In cases not regulated in the General Terms and Conditions of Sale or the sales contract, the provisions of the Civil Code shall apply. Contracts concluded pursuant to the General Terms and Conditions of Sale shall be governed by Polish law, including in the case of sale to entities established outside of Poland, which shall not exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other international conventions ratified by the Republic of Poland.

Stary Wiśnicz, dated 01.07.2019.

