

GENERAL TERMS AND CONDITIONS OF SALE

applicable for contracts entered into by
ALU-PRO POLSKA Sp. z o.o. with its seat in Opole

§ 1

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTCS) define the principles of entering into and implementing sales contracts for goods whose manufacturer, importer or seller is ALU-PRO POLSKA Sp. z o.o. with its registered office in Opole, ul. Goślawicka 2, registered in the Register of Entrepreneurs of the National Court Register maintained by the District Court in Opole, 8th Business Department of the National Court Register under KRS [National Court Register] No. 0000180438, REGON [National Official Business Register] No. 530937370, NIP [VAT] No. 754-00245-68 (hereinafter: ALU-PRO POLSKA Sp. z o.o.).
2. The GTCS constitute an integral part of all contracts for the sale of Goods, entered into by and between Buyers who are entrepreneurs and ALU-PRO POLSKA Sp. z o.o., including contracts entered into as a result of a written or electronic order placed by the entrepreneur who makes the purchase.
3. The GTCS are available to the Buyer prior to entering into the contract in writing at the registered office of ALU-PRO POLSKA Sp. z o.o. or on the website: <https://alupro.com.pl/en/>
4. These GTCS are a contractual regulation binding the parties with regard to the sale of the Goods. The Parties exclude the use of other model contracts used or arranged by the Buyer.
5. Any amendments to these GTCS shall be in writing; otherwise, they shall be deemed null and void. Entering into a separate sale agreement shall exclude the application of these GTCS only to the extent regulated therein in a different manner.
6. Differing arrangements agreed upon and confirmed in writing between the parties shall prevail over the provisions of the GTCS.
7. The GTCS are not aimed at consumers.

§ 2

The terms used herein shall mean:

1. **Seller** – ALU-PRO POLSKA Sp. z o.o. with its registered office in Opole, ul. Goślawicka 2, entered in the Register of Entrepreneurs of the National Court Register under KRS [National Court Register] No. 0000180438, NIP [VAT] No. 754-002-45-68, REGON [National Official Business Register] No. 530937370
2. **Buyer** – a legal person, an business unit without legal personality or a natural person running a business
3. **Payment term** – the date on which the payment for the Goods becomes due
4. **Goods** – movable property, services, goods to be sold under a sales contract entered into by and between the Seller and the Buyer
5. **Order** – an offer to purchase Goods submitted by the Buyer in at least document form, delivered personally, by letter, fax or e-mail
6. **Confirmation** – the Seller's statement of acceptance of the **Order**, submitted in at least document form to the Buyer after receiving the Order, including at least the price of the Goods, total value of the ordered Goods, date of execution, place and conditions of delivery/collection and terms of payment

§ 3

1. Information placed on the Seller's website, catalogues, brochures, leaflets, advertisements, and other publications do not constitute an offer within the meaning of the Civil Code, even if they specify a price. The publications concerning the products offered by the Seller are for information purposes only, while the samples and templates exhibited by the Seller are for illustration and exhibition purposes only. Detailed technical specifications given in the publications may be subject to change at any time, including due to constant changes in the technical industry.
2. The Buyer's order shall contain the following information:
 - a) The name of the Buyer together with the exact address,
 - b) NIP [VAT] number or its equivalent,
 - c) Indication of the offer number, if applicable,
 - d) Specification of the chosen Goods with the trade name or symbol used by the Seller,
 - e) The quantity of the ordered Goods,
 - f) Proposed date, place and terms of delivery/collection of the Goods.
3. The condition for the effective entry into the sales contract is the submission of the Order by the Buyer and the Confirmation of the Order by the Seller (by e-mail, fax, or letter). Confirmation of the Order means that the Seller received the Order and accepted it for execution. Placing an Order by the Buyer is not binding on the Seller, and the absence of response shall not be construed as a tacit acceptance of the Order.
4. The final decision on the date and conditions of delivery/collection of the Goods shall be made by the Seller in the Confirmation unless the Seller fully accepts the Buyer's proposal in this respect.
5. The Seller may withhold the sale in case of doubts as to the accuracy of the information referred to in § 3 item 2 of the GTCS.
6. Cancellation of the Order by the Buyer shall be allowed only in exceptional cases, after prior written arrangement of the conditions of cancellation of the Order with the Seller. The Seller reserves the right to charge the Buyer with actual costs which arose until the moment of cancellation – no more than the value of the Order.
7. If the Seller's inability to perform the performance was due to force majeure, the Buyer shall not be entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the contract. Events referred to as force majeure include, in particular, events related to the acts of nature, fire, strike, riots, military operations, embargo, energy restrictions, actions of state authority.

§ 4

1. If the parties agree otherwise, the price of the Goods shall be the price resulting from the Order Confirmation.
2. Prices quoted by the Seller are always net prices, to which value added tax will be added at the rates in force on the date of the invoice.
3. Unless otherwise agreed, the INCOTERMS 2010 shipping rules shall apply, plus the Seller's standard packaging.

§ 5

1. The Buyer shall be obliged to pay the amounts due for the sale of the Goods within the period indicated on the invoice.
2. The date of payment shall be the date on which the payment is credited to the Seller's bank account specified on the invoice or the date of payment in cash.
3. In the case of failure to pay by the Buyer within the prescribed period, the Seller shall be entitled to charge interest for delay in commercial transactions for each day of delay, resulting from the Act of 8 March 2013 on payment terms in commercial transactions (i.e. Dz. U. [Journal of Laws] of 2019, item 118, as amended), as well as to demand prepayment for the Goods from next Orders already accepted for execution.
4. Failure to pay the amounts due within the time limit specified on the invoice shall entitle the Seller to discontinue deliveries of the Goods and suspend execution of already accepted Orders. The Seller may make the execution of a new Order placed by a Buyer who is in arrears with payments or pays invoices in arrears, subject to the payment of an advance on the new Order of the Buyer.
5. The Buyer shall not be entitled to make payment for the Goods by setting off mutual receivables, unless the Seller agrees to it in at least document form.
6. Lodging a complaint shall not release the Buyer from the obligation to make payment for the Goods within the agreed period.
7. The Seller shall not accept return of the purchased Goods unless the Parties agree otherwise under a separate agreement.
8. The Goods shall remain the property of the Seller until full payment is made by the Buyer.

§ 6

1. The Seller shall not be liable for any loss, damage or costs (direct or indirect) resulting from claims of the Buyer due to delivery errors or delays caused by the transport company.
2. Delivery dates resulting from agreements between the parties may be changed in case of events for which the Seller is not responsible.
3. If the Buyer extends the agreed term of delivery or does not accept the Goods, or does not collect the Goods within the agreed term, the Seller shall have the right to charge the Buyer with transport costs, as well as storage costs in the amount of 0.1% of the value of the ordered Goods for each day of storage of the Goods.
4. If the delay in collection of the Goods exceeds two weeks or if the Buyer refuses to collect the Goods, the rules set out in § 3 item 5 of the GTCS shall apply.
5. The Buyer shall be obliged to check the conformity of the delivered Goods with the Order immediately after receiving the Goods. The Buyer shall be obliged to check, in particular, the condition of the parcel, including whether the packaging is not damaged (damage visible and revealed at the time of receipt of the Goods), as well as immediately, i.e. within 3 working days at the latest, to raise objections to the Seller in this respect, drawing up a protocol of discrepancies. Later claims for defects of the Goods that may have been revealed on the date of delivery receipt shall not be accepted by the Seller. The Seller reserves the right to inspect the reported damage at the place of delivery.

§ 7

1. At the moment of initiation of enforcement, bankruptcy or composition proceedings against the Buyer, the Buyer shall be obliged to mark the Goods in a manner indicating the existence of a reservation of ownership right in favour of the Seller. In the event of seizure of the Goods being the property of the Seller in the course of enforcement proceedings aimed at the property of the Buyer, bankruptcy or composition proceedings, the Buyer shall be obliged to immediately inform the Seller about this fact and to cooperate in exercising the Seller's rights against the entity seizing the Goods within all available means. At the Seller's request, the Buyer shall be obliged to provide immediately all information on where the Goods subject to reservation of ownership right are stored.

§ 8

1. The Seller shall grant a guarantee for the Goods that it manufactured (hereinafter referred to as the Guarantee) unless the description of the offer, description of the Goods, technical documentation (Technical Specification), or the content of the Confirmation states otherwise. The Guarantee period shall be 5 years from the date of entering into the sales contract unless the description of the offer, description of the Goods, technical documentation (Technical Specification), or the content of the Confirmation states otherwise. The Guarantee shall be granted to the Buyer and shall be valid on the territory of the Republic of Poland unless the description of the offer, description of the Goods, technical documentation (Technical Specification), or the content of the Confirmation states otherwise.
2. Detailed conditions of the Guarantee for a given Goods, including the scope of the Guarantee and exclusions, may be specified in a separate Guarantee Card if it was issued to the Buyer.
3. The Seller shall not provide a guarantee for the Goods not manufactured by the Seller. Such Goods may be covered by the guarantee of the manufacturer of the Goods. Appendix No. 1 to the GTCS contains a list of Goods covered by the Seller's guarantee, whose manufacturer is ALU-PRO POLSKA Sp. z o.o. The Goods not listed in the Appendix No. 1 to GTCS shall not be covered by the Seller's guarantee.
4. Under the Guarantee, the Seller may in particular:
 - a) replace the defective Goods,
 - b) repair the defective Goods,
 - c) reduce the price of the defective Goods.
5. A complaint under the Guarantee shall be made by the Buyer in accordance with the procedure "[Complaint Information Alu-Pro Polska](#)" in the form of a completed "[Complaint Form Alu Pro Polska](#)" containing:
 - a) information about the type, name and date of purchase of the Goods, as well as the batch number – if the Buyer has such a number – of the Goods to which the complaint relates,
 - b) information on the number of pieces or quantity of the Goods to which the complaint relates,
 - c) scan of the VAT invoice covering the purchase of the Goods,
 - d) description of the nature of the reported defect of the Goods,
 - e) date, place and circumstances of discovering the defect,
 - f) photo documentation.

- g) information about the preferred manner of resolving the guarantee by the Buyer chosen from among those specified in item 4 above,
- h) details of the Buyer, including the contact person.

The information and the complaint form can be found at <https://alupro.com.pl/en/files-to-download/>

6. The Seller may ask the Buyer to supplement the information necessary to decide on further guarantee procedure if the information provided by the Buyer is insufficient to consider the guarantee complaint. If necessary, the Seller may inspect the Goods at its location and the Buyer should enable such inspection. After obtaining necessary information from the Buyer, the Seller shall inform the Buyer whether it is necessary to deliver the Goods to the address indicated by the Seller.
7. The Guarantee covers only damage/defects resulting from inherent manufacturing or material defects. The Guarantee does not cover damage/defects resulting from excessive or improper use or storage, or from improper processing of the Goods, including by means of inappropriate or defective equipment. The Guarantee does not cover mechanical damages and defects resulting from these damages or wear and tear of the Goods resulting from their normal use, unless their wear and tear resulted from inherent manufacturing or material defects. The Guarantee does not cover Goods which were used in the production process by the Buyer although they contained defects which could have been detected by the Buyer. The Guarantee does not cover damage/defects resulting from the force majeure. Product sheets available on the website: <https://alupro.com.pl/en/files-to-download/> are part of the guarantee conditions. Failure to comply with the storage, use, or system performance indications described in the product sheet will void the guarantee.
8. The Buyer shall be obliged to examine the Goods at the time of their delivery/release for defects and quantity shortages. The Goods received by the Buyer without reservation shall be considered as Goods without defects. Acceptance of the Goods with reservations shall be confirmed by an acceptance protocol, signed by the representative of the Buyer and of the carrier (or the Seller's representative, if the Goods were issued directly by the Seller). The Buyer shall be obliged, within 2 days from the date of delivery/release of the Goods, to notify the Seller of any non-compliance in terms of quantity or quality of delivered/released Goods. After the expiry of this period, the Parties acknowledge that the Buyer has received the Goods in the agreed quantities and quality.
9. Any quality defects which could not be detected by the Buyer at the time of delivery/release of the Goods and inherent defects should be reported by the Buyer to the Seller not later than within 3 days from their detection. Failure to meet this deadline shall relieve the Seller from guarantee liability and any claims for damages resulting from the use of defective Goods.
10. The Seller shall perform its obligations under the Guarantee within 30 days from the date of obtaining complete information necessary to consider the complaint, but this time may be extended due to force majeure or lack of proper cooperation of the Buyer. Failure to consider the complaint within this time limit does not mean that the Seller acknowledges the validity of the complaint.
11. If the complaint is accepted, the final choice of the manner of resolving the guarantee shall be made by the Seller.
12. Possible differences in the appearance (visualisation) of the Goods on photographs (images, drawings, etc.) placed on websites information brochures, etc. and their actual appearance shall not constitute the basis for any claims of the Buyer against the Seller.

13. The Guarantee shall cover only Goods used or stored in a proper manner in accordance with their intended use and with any instructions or recommendations of the Seller.
14. The Seller's liability towards the Buyer, regardless of its legal basis, shall be limited – both as part of a single claim and for all claims in total – to 50% of the price paid under the sales contract.
15. The Seller shall be liable to the Buyer only for wilful misconduct and gross negligence and shall not be liable for any lost profits to the Buyer or for any other damage which the Buyer may suffer as a result of non-performance or improper contract.
16. All complaints should be submitted to the following e-mail address: reklamacje@alupro.com.pl
17. Assignment of rights under the Guarantee to which the Buyer is entitled requires the Seller's consent expressed at least in a document form; otherwise, it shall be deemed null and void.
18. Pursuant to Article 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Goods to the Buyer is excluded.

§ 9

1. The Seller is the controller of personal data of the Buyer and persons acting on behalf of the Buyer processed in connection with placing an Order and performing a sales contract. Detailed information on personal data processing can be found in the Seller's privacy policy, available at: <https://alupro.com.pl/en/privacy-policy/>

§ 10

1. Commercial terms and conditions offered to the Buyer and prices of the Goods constitute a trade secret of the Seller. The Buyer may not, without the Seller's consent expressed in writing under pain of nullity, share the knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by trade secrets.

§ 11

1. Any disputes between the Buyer and the Seller shall be governed by the Polish law. The disputes shall be settled exclusively by the Polish courts of general jurisdiction.
2. The United Nations Convention on the International Sale of Goods drawn up in Vienna on 11 April 1980 shall not apply to contracts for the sale of Goods.
3. The contents of the sales contract, GTCS, and guarantee documents (if they are drawn up in Polish) in Polish are the original version.
4. Matters not regulated shall be governed by the provisions of the law generally applicable in the Republic of Poland.
5. In the event any of the provisions is or becomes invalid, this shall not affect the validity of the remaining provisions.
6. The parties will endeavour to settle amicably any disputes arising in connection with the performance of contracts covered by these terms and conditions. In the case of the inability to settle the matter amicably, the court having jurisdiction over the Seller's registered office shall be competent to settle the dispute.
7. These GTCS shall apply to orders placed from 20 January 2020.

Appendices:

- No. 1** – [A list of Goods under ALU-PRO POLAND Sp. z o.o. guarantee](#)