

## GENERAL TERMS AND CONDITIONS SAWO.

### Section 1. General Provisions

§ 1. These General Terms and Conditions (hereinafter: "GTC") are the legal basis for all contracts of:

- purchase;
- purchase and delivery;
- purchase, delivery and assembly;

concluded by **SAWO Zakład Produkcyjno-Uslugowy Stanisław Michalik**, ul. Brzezińska 57, 95-020 Bedoń Wieś, NIP: 728-025-66-19 (hereinafter: "SAWO" or "Seller").

§ 2. In these GTC, "Potential Buyer" means the entity expressing interest in the offer, "Buyer" means the entity buying goods from SAWO, "Goods" is the item being sold, and "Parties" means the Potential Buyer/Buyer and SAWO jointly.

§ 3.1. Arrangements between SAWO and the Purchaser, the content of which supplements or amends these GTC must be in writing under pain of nullity.

§ 3.2. Electronic correspondence, the content of which has been expressly approved by the parties, is also considered "in writing".

§ 4. These GTC are available on the Seller's website: [www.sawo.com.pl](http://www.sawo.com.pl).

§ 5. SAWO reserves the right to change the content of the GTC, and the amended GTC apply to all orders placed after the publication of the updated content of the GTC on the website listed in § 4 of this section.

### Section 2. Presentation of offers and conclusion of agreements

§ 1. No commercial information of an advertising and/or marketing nature, regardless of the form, shall constitute an offer within the meaning of the provisions of the Civil Code.

§ 2.1. Offers are prepared by SAWO on the basis of applications formulated in writing (also in electronic form) by Potential Buyers, who are responsible for the completeness and correctness of the provided data constituting the basis for preparing the offer.

§ 2.2. If SAWO finds any deficiencies in the received application, the SAWO representative will ask the Potential Buyer to make the necessary supplements.

§ 2.3. Each offer receives an individual identification number, which the Parties are obliged to use when exchanging correspondence.

**§ 3.1.** Only complete applications for an offer, i.e. containing all data necessary for SAWO, may be the basis for preparing an offer by SAWO.

**§ 3.2.** If the Potential Buyer fails to make the required additions, his application shall be treated as non-existent.

**§ 4.1.** SAWO makes every effort to present the Potential Buyer with an offer within 7 business days.

**§ 4.2.** "Working days" means days of the week from Monday to Friday, excluding public holidays.

**§ 4.3.** The time for preparing the offer may be extended in justified cases, for example in the case of a significant degree of its complexity.

**§ 5.1.** SAWO sends the Potential Buyer an offer in writing (via e-mail).

**§ 5.2.** The offer is binding for the number of calendar days indicated on the offer, counting from the day on which it was sent electronically by a representative of SAWO to the e-mail address provided by the Potential Buyer.

**§ 5.3.** If the Potential Buyer does not respond to the offer and does not respond to attempts to contact him, SAWO will consider that the Potential Buyer is not interested in the offer.

**§ 6.1.** If the Potential Buyer wishes to purchase the goods or goods offered to him, the Buyer is obliged to make an advance payment, which is tantamount to concluding a purchase contract, if the advance payment is preceded by a finally agreed price in the form of an accepted offer, order or agreement between the parties. The amount of the advance payment is 40% of the value of the subject of the order, unless the Parties agree otherwise.

**§ 6.2.** Payment should be made in the form of a bank transfer to the Seller's bank account indicated on the invoice within the time limit specified in the invoice.

**§ 6.3.** The day of payment is considered to be the day on which the funds were credited to the Seller's bank account.

**§ 6.4.** If the subject of the order is worth less than PLN 6,000.00 net (in words: six thousand 00/100), the Seller may request the Buyer to pay 100% of the value of the subject of the order instead of the advance payment of 40%.

**§ 6.5.** If the Buyer has paid the advance payment, the remaining amount must be paid no later than 3 working days before the date of the planned execution of the subject of the order.

**§ 6.6.** The condition for the performance of the subject of the order by SAWO is the timely payment by the Purchaser of all amounts due to SAWO, and the consequences of failure to comply with this obligation by the Purchaser shall be borne by the Purchaser.

**§ 6.7.** A delay in payment entitles the Seller to charge statutory interest and suspend the execution of the subject of the order until all amounts due are settled by the Buyer.

### Section 3. Prices and Payments

**§ 1.** All prices are net prices, excluding VAT.

**§ 2.** The amount of VAT due can be found in the summary of a given valuation.

**§ 3.** Offers contain information on what is included in a given price, i.e. what is the price of the goods, delivery or delivery with assembly carried out by SAWO.

**§ 4.** The prices quoted in the offers are binding for SAWO only for the time specified in the offer, without prejudice to the provisions contained in § 5 of this section.

**§ 5.** In the case of shelter construction projects requiring a static check of materials, the price quoted in the offer may change as a result of such a check, if SAWO finds it necessary to modify the structure.

**§ 6.1.** SAWO reserves the right to increase the price accordingly if the Buyer makes significant changes to the project after its prior approval.

**§ 6.2.** "Significant changes" should be understood as those that require the involvement of the designer's work for more than two hours and/or necessitate the use of more expensive construction materials and/or necessitate the use of more construction materials.

**§ 7.1.** The Buyer's resignation from the execution of the subject of the order after paying the advance payment results in its forfeiture to the Seller.

**§ 7.2.** The Buyer's resignation from the execution of the subject of the order after paying the total price results in its forfeiture to the Seller.

**§ 7.3.** Failure to collect the Goods by the Buyer does not cancel the Buyer's financial obligations towards the Seller.

### Section 4. Completion Dates

**§ 1.** The deadlines given in this section are not binding, because their precise determination is impossible due to the nature of the manufacturing process, technological issues and SAWO's dependence on other entities that are components of the supply and production chain.

**§ 2.** Completion dates may change as a result of force majeure and other circumstances beyond the control of SAWO.

**§ 3.** The Seller is obliged to immediately notify the Buyer of any changes in the delivery dates.

**§ 4.** Making an advance payment by the Buyer towards the implementation of the subject of the order (or the entire amount due in the event of the circumstances described in Section 2. § 6.4.) means the conclusion of the contract and setting the deadlines for completion.

**§ 5.1.** In the case of sheds and roofings, the Seller, within 14 days from the date of receipt of the advance payment, prepares, on the basis of the previously presented offer, the so-called commercial drawings (simplified technical drawings), which are sent to the Buyer for approval.

**§ 5.2.** The Buyer accepts commercial drawings or submits comments to them, taking into account the content of § 6.1. and § 6.2. in Section 3.

**§ 5.3.** Acceptance of commercial drawings by the Purchaser is tantamount to ordering the production of goods/goods.

**§ 5.4.** The production process for sheds and roofings takes about 49 days (7 weeks).

**§ 6.1.** In the case of bicycle racks, multi-storey bicycle racks, bicycle repair stations and metal pallets, the delivery time is from 21 to 28 days (3 to 4 weeks), depending on the scale and complexity of the order.

**§ 6.2.** In the case of other goods, the deadlines for order fulfillment are set individually by the Parties.

## **Section 5. Collection, delivery, assembly of goods**

**§ 1.** The subject of the order may be implemented by SAWO in the following way: a) by releasing the Goods to the Buyer at the Seller's production plant, which is done at the Buyer's cost and risk; b) by sending the goods to the Buyer via a transport company or by own transport; c) by assembling the Goods by the Seller in a place indicated by the Buyer and agreed with the Seller, if the Goods belong to the category that requires assembly (e.g. shed).

**§ 2.** Upon handing over the Goods to a transport company for delivery to the place indicated by the Buyer, the Seller ceases to be responsible for any damage to the Goods caused during transport and unloading, and the Carrier is responsible for the date of delivery of the Goods.

**§ 3.1.** The Buyer is responsible for ensuring safe conditions of access to the destination for large-size vehicles, if they will be used to transport the Goods purchased by him.

**§ 3.2.** The Seller is obliged to inform the Buyer about the special requirements regarding the conditions of the journey that must be ensured to enable the journey.

**§ 3.3.** If the Seller fails to notify the Buyer of special travel requirements, the Seller shall be liable for the impossibility of delivery.

**§ 4.1.** In the case of Goods that require assembly after delivery (e.g. a carport), the Buyer may carry out the assembly itself or entrust it to a third party.

**§ 4.2.** SAWO, if it is not the entity carrying out the assembly, shall not be liable for the consequences of the assembly by persons who do not have the appropriate knowledge and qualifications.

**§ 5.** The Buyer is responsible for the possibility of efficient and safe unloading of the Goods at the destination, including the provision of the necessary equipment and personnel to handle the unloading.

**§ 6.1.** If the assembly is to be carried out by SAWO, the Purchaser is obliged to properly prepare the assembly site, in particular to ensure safe passage, level the area in advance at the assembly site, enable access to appropriate electricity connections and provide all necessary assistance to enable assembly, as agreed between parties. In addition, the Buyer is obliged to prepare foundations and provide a lift (crane), if so agreed by the Parties.

**§ 6.2.** The Buyer is responsible for the inability to carry out the assembly and/or the extension of the work time of the assembly team, which arose as a result of omissions and/or errors made by the Buyer or its representative.

**§ 6.3.** The Seller is entitled to charge the Buyer with additional costs that arose in the situations listed in § 6.2. this section.

**§ 6.4.** SAWO is not responsible for the removal of soil if it remains as a result of possible excavations at the assembly site.

## **Section 6. Warranties and Complaints**

**§ 1.** The Seller provides a quality guarantee for the Goods sold, under which it undertakes, according to its own assessment and consulting the Buyer, to remove the physical defects of the Goods or reduce its price or deliver the Goods free of defects at its own expense, depending on which of these actions will be the most reasonable in the opinion of the Parties.

**§ 2.** The warranty period is different for individual elements of the Goods sold, as described in the offer, and the warranty period begins on the day on which the Buyer comes into possession of the Goods.

**§ 3.** The complaint will not be considered if the Buyer does not report them to the Seller in writing within 3 days of disclosing the defects of the Goods (the electronic form is also considered to be in writing).

**§ 4.** SAWO is only liable for defects that arose as a result of the proper and intended use of the Goods and provided that the Goods are properly cared for and properly maintained, if such is required.

**§ 5.** The complaint should contain a description of the revealed defect and the circumstances of its disclosure, and in addition, the Purchaser is obliged to provide SAWO with all assistance in order to enable the correct assessment of the defect and reaching an agreement between the Parties as to how to remove it.

**§ 6.** In the event that the Buyer finds damage and / or losses caused, according to the Buyer's assumptions, during transport, the Buyer is obliged to report such damage to the transport company performing the delivery, even if the packaging did not bear visible signs of damage.

**§ 7.** Natural (useful) wear and tear of the Goods is not the basis for a complaint.

**§ 8.** Slight or technically unavoidable deviations of the parameters of the Goods in terms of quality, color, dimensions, etc. are not the basis for a complaint.

**§ 9.** The costs incurred by SAWO as a result of unjustified complaints will be charged to the Buyer.

**§ 10.** Assembly and disassembly costs are not covered by the warranty.

**§ 11.** Modifications, alterations, repairs and other interventions made to the Goods not authorized by SAWO result in the loss of the warranty.

**§ 12.** SAWO provides warranty for the sold Goods for a period of 24 months (2 years) from the date of handing over the Goods to the Buyer, provided that the Buyer is entitled to warranty under the Civil Code and other applicable legal acts.

### **Section 7. Industrial property rights**

**§ 1.** Rights to drawings, designs, models, plans, etc., drawn up by SAWO, in particular patent, copyright and invention rights, remain the sole property of SAWO, and without SAWO's consent, the above-mentioned drawings, designs, models and plans may not be made available to third parties beyond the process of consideration drawn up by SAWO offers.

**§ 2.** The potential Buyer/Buyer guarantees that the drawings, designs, models, plans, etc. do not infringe the copyrights of third parties, and in the event of untruthfulness of this declaration, the Potential Buyer/Buyer will repair any damage caused to SAWO.

### **Section 8. Limitations and Disclaimers of Liability**

**§ 1.** SAWO's liability towards the Purchaser and third parties is excluded to the maximum extent permitted by law.

**§ 2.** SAWO shall not be liable for non-performance or improper performance of obligations if this was due to force majeure, i.e. events unforeseeable at the time of concluding the agreement, which are beyond the control of either Party, such as pandemic, war, riots, strikes, fires, natural disasters, power outages and similar events resulting in SAWO's inability to perform the agreement or generating a cost disproportionately high in relation to the undelivered Goods.

**§ 3.1.** SAWO is liable towards the Purchaser and third parties for any damage caused as a result of intentional fault or gross negligence.

**§ 3.2.** In other cases, SAWO's liability is excluded, in particular it concerns liability for indirect damages as well as the right to claim by the Buyer the return of lost profits.

**§ 4.** SAWO is not responsible for the Buyer's failure to obtain any permits required by law, nor does it advise or provide assistance in obtaining them.

**§ 5.1.** The obligation to ensure that the Goods purchased by the Purchaser can be used by the Purchaser, its customers and third parties for specific purposes rests solely with the Purchaser.

**§ 5.2.** SAWO shall not be liable for damages resulting from improper use of the Goods sold by SAWO.

**§ 5.3.** The Purchaser shall be liable to SAWO for damages in the event of third parties making claims against SAWO in connection with damages that these third parties have suffered by using the Goods in an incorrect manner, which were resold by the Purchaser to third parties, together with the assurance of these persons about the suitability of the Goods for specific purposes, despite the lack of such assurance on the part of SAWO.

## **Section 9. Confidentiality and Trade Secret**

**§ 1.** The Parties are obliged to treat as confidential all commercial, technical, organizational and operational information received from the other Party and not to disclose it to third parties, unless it is necessary to consider the offer and/or perform the order.

**§ 2.** The confidentiality obligation does not apply in the following cases: a) confidential information has been made public in a manner other than as a result of a breach of the GTC; b) the confidential information was previously known to the other Party from other sources, and this Party can prove this fact beyond any doubt, both as to the source and the time of obtaining the confidential information; c) the obligation to disclose confidential information to third parties results from the provisions of law, and the Parties undertake to inform each other of receiving a request to disclose confidential information, unless such notification would constitute a violation of the law.

**§ 3.** If either Party wants to disclose confidential information, it must have the written consent of the other Party, specifying the scope and subject of the consent.

**§ 4.** The obligation to keep confidential information confidential is indefinite and does not expire after the completion of the subject of the order or termination of the legal relationship between the Parties.

## **Section 10. Personal Data**

**§ 1.** Personal data provided to the Seller by the Potential Buyer/Buyer may be processed by the Seller only for purposes related to legal relations regulated by the GTC, in accordance with the Personal Data Protection Act of 29 August 1997 (consolidated text, Journal of Laws of 2002 No. 101, item 926, as amended).

**§ 2.1.** Provision of personal data by the Potential Buyer/Buyer is voluntary, but necessary for the conclusion of the contract/performance of the subject of the order.

**§ 2.2.** The person who provided their personal data has the right to access this data and the right to correct it.

**§ 3.** Personal data received by SAWO will not be transferred to other entities, except for those that are entitled to receive them by law.

### **Section 11. Severability Clause**

**§ 1.1.** The invalidity, illegality or unenforceability for any reason of any provision of the GTC shall not affect the remaining provisions of the GTC, which will be fully binding and effective.

**§ 1.2.** Invalid provisions will be replaced by the relevant provisions of Polish civil law.

**§ 2.1.** The parties undertake to immediately conduct negotiations in good faith in order to replace the invalid or unenforceable provision of the GTC, if it is necessary to achieve the assumed goal.

**§ 2.2.** The negotiated provision should correspond as much as possible to the intention of the provision being replaced.

### **Section 12. Final Provisions**

**§ 1.** In cases not covered by these GTC, the relevant provisions of Polish law, in particular the Civil Code, shall apply.

**§ 2.** These GTC come into force on the day of their publication on the website [www.sawo.com.pl](http://www.sawo.com.pl), and changes to the content of the GTC come into force on the day of publishing there the GTC containing the changed content.

**§ 3.** In the event of disputes arising from the GTC, they will be settled amicably, and if the Parties cannot reach an agreement, then these disputes will be settled by the court competent for the seat of the Seller, which does not exclude, however, the possibility of the Seller bringing a lawsuit to the court competent for the seat of the Buyer.