

§ 1. Scope of application

1. The GTCs regulate the purchase and delivery of the product - aluminium profiles between FINAL S.A., hereinafter referred to as the Seller, and the client, hereinafter referred to as the Buyer, unless other arrangements have been made in writing.
2. The GTCs are an integral part of the order confirmation and/or cooperation agreement between the Buyer and the Seller.
3. The GTCs are binding upon the acceptance of the order confirmation or signing of the cooperation agreement.
4. Sales catalogues, price lists, templates or information materials regarding the goods are for information purposes only and do not constitute an offer within the meaning of Article 66, §1 of the Civil Code.

§ 2. Deliveries

1. The Seller shall be obliged to confirm the order within a maximum of 3 business days from the date of its receipt, specifying the date of delivery, prices and financial conditions.
2. The conditions presented in the order confirmation are binding for the Buyer and the Seller. No written response from the Buyer to the received order confirmation within 3 business days shall be tantamount to full acceptance of all conditions contained in this confirmation.
3. The Seller may withdraw from the realization of the order if the Buyer has past due liabilities for previous deliveries, if the value of the ordered products exceeds the granted credit limit or if the Buyer fails to collect the products manufactured under the previous order.
4. The Seller shall be obliged to prepare the product delivery in the quantity and assortment consistent with the order confirmation, including surpluses and shortages of the product amount up to 30% of the ordered quantity.
5. The products prepared for delivery will be packed in accordance with the FINAL S.A. standard. Another way of packing must be agreed between the Parties, priced and specified on the order confirmation. Packing costs other than the standard FINAL S.A. costs are added to the product sale price.
6. Delivery and invoicing is based on the theoretical product weight.
7. If the Parties have not made other arrangements, the Buyer shall be obliged to collect the ordered product at its own expense within 5 working days from the date of notification by the Seller about the product being ready to be collected. The Seller has the right to stop the product shipment and immediately notify the Buyer if the means of transport does not meet certain technical requirements.
8. If the Buyer does not collect the products within the time limit referred to in the above paragraph or refuses to collect the products whose transport is carried out by the Seller and the delivery has been notified to the Buyer, the Seller may charge the Buyer with the lump-sum storage costs in the amount of PLN 30 net per square meter of the warehouse occupied by the products for each commenced day of storage, counted from the first day after the expiration of the period in which the products were to be collected by the Buyer or delivered by the Seller.

§ 3. Prices and payment terms

1. The sale price between the Buyer and the Seller is determined in PLN, EUR or USD.
2. If you set the price in the following currencies: EUR or USD, the sales invoice shall be issued at the average exchange rate announced by the National Bank of Poland on the day of the product sale.
3. After reaching a specific trade credit limit, the orders can be processed only upon prepayment or after settling the amount due for previous deliveries.
4. If untimely settlement of amounts due takes place, new deliveries shall be made after settling the overdue amounts. This rule also applies if the Buyer does not reach a certain trade credit limit.
6. The ownership of the sold products remains with the Seller until the total sale price is paid together with incidental amounts due (interest, costs).

§ 4. New production implementations

1. Preparation of production implementation takes place after receiving a written order, approved drawings of profiles containing a specific design solution, and paying the production preparation costs as agreed. If the Buyer fails to meet any of these conditions, the Seller shall stop the new implementation.
2. Approval of profile drawings and placing an order is tantamount to the Buyer's statement that the design solution in the submitted drawing, on the basis of which the products shall be manufactured by the Seller, does not infringe any copyright, patent rights, industrial designs or any other rights of third parties. If there is violation of the afore-mentioned rights, the Buyer shall be obliged to return to the Seller any costs incurred by the Seller (for repairing the damage).
3. The tools used to manufacture the products, including new implementations, form part of the Seller's production line equipment and are its property.
4. The Seller may use the Buyer's design solution only to produce orders placed by the Buyer. The implementation of orders for another entity using the Buyer's design solution may take place only with the Buyer's written consent to the above.
5. The Seller has the right to scrap the tools used to manufacture a given profile if the Buyer has not purchased any profiles produced on this tool within the last 5 years. If resuming the deliveries, the Buyer will again bear the costs of implementing (restarting) the manufacturing process.

§5. Complaints

1. When collecting the product from the carrier, the Buyer shall be obliged to immediately examine the product to determine whether it has not been damaged in a visible manner in transport. If such damage is found, a complaint report should be prepared with the participation of the carrier and delivered to the Seller within 24 hours from the date of delivery. Exceeding this deadline authorizes the Seller not to accept the complaint.
2. The Buyer shall be obliged to examine the delivered products and report any quality complaints promptly upon detection of defects, however not later than 30 calendar days from the date of delivery and before any product processing. The Buyer shall be obliged to enable the Seller to inspect the products covered by the complaint and keep the original packaging to identify the products and use it for the return transport. If the packaging is destroyed, the Buyer will ensure the correct packaging of the goods for transport.
3. The following are not defects: marks on the grounding strip or technological openings that are 2 cm in length at each end of the profile and traces of 3 cm long current terminals at each end of the profile with an oxide coating (anodized), differences in the shades of the coating varnishing or anodised in individual sections of profiles.

4. Filing a complaint does not exempt the Buyer from the obligation to pay for the product delivered or received.
5. If the complaint is accepted, the defective products are subject to repair or replacement, at the Seller's discretion.
6. The Seller shall not be liable for damages caused as a result of improper storage of products by the Buyer (e.g. as a result of damage, aggressive environmental factors, dampness of products, etc.).
7. If the complaint turns out to be unjustified, the Buyer shall cover the expenses of the Seller related to the undertaken complaint actions, including costs of journeys, accommodation, expert opinions and tests carried out.

§ 6. Responsibility

In connection with the performance of the contract, the Seller shall only be responsible for damages caused to the Buyer intentionally or as a result of gross negligence. The compensation does not include lost profits. The Seller's total liability for damages resulting from non-performance or improper performance of the contract is limited to the amount of losses incurred by the Buyer, but not higher than the net value of the contract. The net value of the contract is understood as the net value of the goods whose delivery or lack of delivery within the deadline resulting from the order confirmation caused the Buyer to bear the damage.

§ 7. Force majeure

1. For non-performance or improper performance of the delivery, the Seller shall not be liable if it is a consequence of extraordinary events beyond the control and influence of the Seller (force majeure).
2. The following events are considered as a force majeure: natural disasters, shortages of raw materials, transport deficiencies, strikes, extraordinary economic events, lockouts, decisions of the authorities of other countries resulting in an increase in the prices of raw materials.
3. The Seller shall immediately notify the Buyer about the existence of an obstacle to the delivery. In this case, the Seller shall be entitled to withdraw from the contract in whole or in part without any indemnity obligations towards the Buyer.

§ 8. Resignation or change of order

The Buyer shall have the right to change or cancel the order only with the Seller's prior written consent, then the Buyer shall pay the Seller a contractual penalty in the amount of 10% of the value of the cancelled order, the value of the product that has already been manufactured, and cover the costs associated with starting the production.

§ 9. Final provisions

Any disputes that may arise between the Seller and the Buyer shall be settled on the basis of Polish law by a common court having jurisdiction over the Seller's registered office.