

General Terms and Conditions of Sales

§ 1. General Provisions

1. These General Terms and Conditions of Sales (hereinafter referred to as "GTCS") specify the rights and obligations of parties to the contracts for sale and delivery of goods and services sold by LB THERM Sp. z o.o. (limited liability company), Mazańcowa 963, 43-391 Mazańcowa, Poland; legal form: limited liability company, entered to the Register of Entrepreneurs of Krajowy Rejestr Sądowy (KRS, National Court Register), kept by the District Court in Bielsko-Biała, 8th Economic Division, under the KRS No.: 0000289054, NIP (Tax Identification Number): 6972214559 (hereinafter referred to as the "Seller").
2. These GTCS form an integral part of contracts for sale concluded by the Seller.
3. These GTCS apply if the other party to the contract (hereinafter referred to as the "Buyer") is an entrepreneur within the meaning of the provisions of the Civil Code.
4. These GTCS exclude the application of other model contracts (general terms and conditions of the contract, terms and conditions of sales, model contracts, regulations, etc.) used or determined by the Buyer.
5. If individually agreed upon and confirmed in writing, the contractual provisions prevail over the provisions of these GTCS within the scope in which they contain contrary regulations.
6. These GTCS are published at the website of the Seller: www.lbtherm.com.

§ 2. Definitions

The expressions used in these General Terms and Conditions of Sales have the following meanings:

1. **Seller** – LB THERM Sp. z o.o. (limited liability company); registered office: Mazańcowa 963, 43-391 Mazańcowa, Poland, KRS (National Court Register) No.: 0000289054, NIP (Tax Identification Number): 6972214559.
2. **Buyer** – a natural person, a legal person and an organisational unit with legal capacity, running business or professional activities on their own behalf, that concludes with the Seller a contract directly related to their business activities, and the wording of the contract indicates that it is of professional nature to them arising particularly from the object of their business activities.
3. **Payment Date** – day on which the amount due for the goods or service becomes due.
4. **Products** – movable items, commodities and services, goods that are to be sold under the contract for sale between the Seller and the Buyer.
5. **Order** – offer of purchase of Products made by the Buyer 1) in writing – served in person, via email, letter or courier, or 2) by phone, but only after the confirmation of order by the Seller in document form, including all information necessary to complete the order, e.g. name of the Buyer, determination of the indicated Product with its trade name and alphanumeric symbol that clearly defines the Product, and the quantity of ordered goods.
6. **Confirmation** – statement of the Seller in document form concerning the acceptance of order and submitted to the Buyer after its receipt, with the indication of the date of completion at a minimum.

§ 3. Conclusion of the Contract

1. The information about goods and services (hereinafter referred to as the "Products") sold by the Seller, presented in the catalogues, folders, brochures, etc., and posted at the Seller's website, is of advertising nature only and does not constitute an offer within the meaning of the provisions of the Civil Code.
2. Any warrants, guarantees, promises and amendments to the contract for sale made orally by the Seller's employees in relation to the conclusion of the contract for sale or the submission of offer are not binding to the Seller.
3. The Buyer may place orders orally or in writing, as well as via email, letter or courier mail.
4. The Seller confirms the Buyer's order via email, with the indication of the date of completion at a minimum.
5. In the event of discrepancies between the order placed by the Buyer and the Seller's offer, the order confirmation issued and sent to the Buyer by the Seller is binding, unless the Buyer promptly revokes the order in document form (via fax or email), but not later than within 12 hours from the time of sending written order confirmation by the Seller.
6. The Buyer's order should include all data necessary to complete the order: e.g. name of the Buyer, determination of the indicated Product with its trade name and alphanumeric symbol clearly defining the Product, and the quantity of the ordered goods.
7. If the order pertains to a previously presented offer, it is necessary to place the date of such offer in the order. If no date of offer is placed, the Seller is not liable for any potential price discrepancies in the VAT invoice, unavailability of the Product, and inconsistencies in specific parameters of the Product set forth in the original order.
8. The Buyer may only cancel the order in extraordinary situations, upon prior determination of order cancellation conditions with the Seller in writing. The Seller reserves the right to charge the Buyer with the actual costs incurred up until the time of cancellation, not greater than the value of the order.

§ 4. Price

1. The price for the Product from the sent offer (being the subject of the contract for sale) is specified in the offer or the contract for sale (price-list). Non-standard Products shall be quoted individually and sent for the Buyer's approval.
2. The Buyer is obliged to pay the price within the deadline arising from the VAT invoice issued by the Seller, unless another deadline stems from the provisions of the offer or the contract for sale.
3. The date and method of payment, as well as the currency, are agreed individually for every Buyer.
4. The price is paid by transfer to the bank account indicated by the Seller in the VAT invoice or by other methods agreed upon in the offer or the contract for sale.
5. The payment is considered as completed upon crediting the funds to the bank account of the Seller.
6. The Seller reserves the right to unilaterally increase the price if, after the conclusion of the contract, there occur objective premises justifying the increase of the price of the Product that are beyond the control of the Seller, such as changes in the rates of tax on goods and services.

7. The prices quoted by the Seller are net prices and are increased by the due tax on goods and services in the amount and in line with the requirements stipulated in the currently applicable provisions of the law.
8. The prices quoted by the Seller do not include any customs duties or other financial burdens imposed on the Products by the law proper for the registered office of the Buyer.
9. If the amount due is not paid within the deadline set forth in the invoice, the Seller has the right to interrupt the delivery of Products and suspend the completion of the already accepted orders. The Seller may condition the completion of a new order placed by the Buyer who is in arrears with the payments or pays for the invoices after the deadline on repaying the outstanding debt or making advance payment for the new order of the Buyer.
10. In the event of late payment of the price, the Seller is entitled to interest for the time of delay, even though the Seller does not incur any damage and the delay results from circumstances for which the Buyer is not liable. The Seller is entitled to statutory default interest, unless another rate of interest is determined in the contract. The obligation to pay interest does not preclude claims for redressing the damage in line with general principles.
11. If the Client decides to re-order the goods being the subject of claims, a new invoice will be issued. If the claim is considered with positive result after the return and verification, a correcting invoice will be issued with regard to the VAT invoice issued for the sale of the goods being the subject of claims.
12. The parties limit the statutory rights of the Buyer under warranty in the following manner: It is permitted to solve the claims by the replacement of the Product being the subject of claims with a new full-value Product, but only in the situation when it is possible to assert the claim without the verification of goods at the premises of the Seller, and the decision in this regard is made by the Seller. In such case the Product will be promptly replaced, if the defect-free Product is available in the warehouses of the Seller. Otherwise the replacement will be made within 3 months from the date of reporting the defect. If the defect-free Product is not delivered within the above-mentioned periods, the Buyer will have the right to withdraw from the contract with regard to the completion of their order. If the Buyer accepts the Product as meeting their requirements despite the detected defects, they may demand a price reduction.
13. If only some of the Products being the subject of the order are defective and they may be disconnected from defect-free Products, the right of the Buyer to resign from the completion of the order or to withdraw from the contract with regard to the completion of their order will be limited to the defective Products.
14. If the Buyer withdraws from the Order due to a physical defect of the Product or demands the delivery of defect-free Product instead of the defective goods, they may not send the goods back without prior agreement with the Seller.
15. The rights under warranty for physical defects expire upon the lapse of a year, starting from the date of releasing the Product to the Ordering Party.
16. The questioning of the quantity and/or quality of goods does not entitle the Buyer to suspend the payments for the Products made by the Seller.
17. The Seller is not liable for Products used contrary to their intended use and technical properties, with damage resulting from completion and design errors of third parties and from non-observance of recommendations and instructions of the manufacturer.
18. The returned Products that are questioned by the Buyer and recognised by the Seller are accepted on condition that they are non-damaged and non-processed in the production processes of the Buyer and identifiable with regard to the parameters included in the approvals. In the case of factory-wrapped Products they must be in intact original packaging.

§ 5. Delivery and transport of Products

1. The Products will be delivered within the period set forth in the offer or order confirmation.
2. The delivery date may change in the case of: a) suspension of delivery for reasons attributable to the Buyer; b) delay in the payment of the price by the Buyer or arrears of the Buyer with regard to payment for the previous delivery; c) non-provision of information by the Buyer to the Seller, as necessary to perform the delivery; d) reasons beyond the control of the Seller; e) force majeure operation. In such case the delivery period is extended by a period of sustenance of such circumstances, with consideration given to the time necessary for the Seller to resume the delivery.
3. In the case of order below the logistics minimum set in the offer, the costs of transport are borne by the Buyer.
4. The risk of damage, destruction or loss of the Product passes on to the Buyer upon the release of the goods, that is the time of signing the stock issue confirmation (Polish title: WZ) by the Buyer or a person authorised by them.
5. The Buyer is obliged to check the compliance of the delivered goods with the order at the time of unloading the goods. They are particularly obliged to check the quantity and range of delivered goods and the quality of packaging and Product in terms of potential mechanical damage arising due to transport. In the event of the above-mentioned non-compliances, the Buyer is obliged to make an annotation on the stock issue confirmation document in the presence of the driver and inform the Seller about this fact in the form of written claim.

§ 6. Force Majeure

1. The Seller is not liable for the non-performance of obligations arising from the contract if such non-performance is caused by reasons beyond their control that could not be predicted at the time of conclusion of the contract and could not be avoided (force majeure).

§ 7. Liability

1. The Seller is liable for the non-performance or improper performance of the contract, but such liability is limited to the actually incurred damage, with the exclusion of lost benefits. The Seller is also not liable for any damage occurring due to improper selection of Products, their improper application or use contrary to their intended use, after any interference with the original structure of the Product (painting, varnishing, coating with other materials, etc.), as well as any damage whose occurrence or dimension is affected by the condition and properties of the infrastructure in which the Products are to be

used, including particularly the elements of such infrastructure to which the Products are to be connected.

2. In any case the liability of the Seller for any damage not covered with the exclusion is limited to the actual loss of the Buyer, in the amount not exceeding 100% of the net contractual remuneration, where such limitation does not apply to damage caused by wilful misconduct.
3. The Buyer is liable for the possibility of application and effects of use of the Products delivered by the Seller in specific design solutions of the Buyer, even if the Seller is involved as an advisor or consultant in the preparation of the structure and final product of the Buyer.
4. The Seller is not liable to the Buyer for any defects of the goods produced by the Buyer with the use of Products delivered by the Seller.
5. The Seller is not liable for the non-performance or improper performance of the contract if the Buyer does not provide or provides wrong/incomplete information about the order whose knowledge is necessary to complete the order. If the information provided by the Buyer is incomplete or wrong, and the Seller could not know about this despite exercising due care, the Buyer is not entitled to lay claims concerning the non-compliance of the sold goods or services with the contract.

§ 8. Guarantee and claims

1. The Seller grants a 5-year guarantee for the quality of bonding of the Product components that is the main object of activities of the Seller, provided that the Product is stored and installed in European countries. In the case of raw materials used for the manufacturing of the final product (Product), the guarantee is granted individually, depending on the intended use and conditions of installation.
2. The claims regarding quantity and mechanical damage are considered only upon the receipt of the Product by the Buyer (see § 5.5).
3. In the case of quality defects inherent in the sold Product, the claim should be reported up to 72h from the time of delivery. The quality-related claims are approved in the case of defects visible on the Product placed perpendicularly to the floor, from the distance of 1 m, when looking at the Product at the right angle, in natural diffused light.
4. The tolerance concerning longitudinal hinge is 5 mm/m. The claims concerning longitudinal hinge are approved only in the case of Products before assembly/ installation, provided that the Product is stored properly.
5. It is recommended to store the Product in a horizontal position, preferably on a pallet. Before the installation the product should be protected from the weather. In the case of wood-based and HPL products, it is recommended to store them in closed premises, kept away from humidity, direct sunlight and extreme temperatures.
6. The guarantee for original defects excludes Products that have been processed and installed/ assembled, with the exclusion of situation when the defect becomes visible after the removal of protective film or as a result of the Product exposure to the environment, provided that the Product has been properly selected for the conditions of use and correctly assembled. Longitudinal deflection of the Product after installation is excluded from the guarantee.
7. The guarantee does not cover defects arising from improper storage, use or application of the Product; improper selection of the Product in terms of the conditions of use; improper assembly, maintenance, repairs, force majeure operation, and in the case of any modification of the Product by the Buyer or third parties without prior consent of the Seller.
8. The claims should be submitted in writing or in document form (including electronically), stating the following information: name of the Product, quantity, description of defect, number of stock issue confirmation (WZ document) or invoice.
9. The Seller reserves the right to collect the Product being the subject of claim for the purposes of verification of defect. If the Product is not returned for verification, the claim may be rejected.
10. The Seller is obliged to provide the Buyer, from time to time, with response to the reported problem, even if the report is unjustified.
11. Other conditions are described in § 4.11-18.

§ 9. Final Provisions

1. The governing law for these GTCS is the Polish law.
2. The court competent to settle disputes arising from the application of these GTCS is the court proper for the registered office of the Seller.
3. The Seller has the right to store and process personal data of the Buyer for the purposes related to the execution of the contract for sale.
4. Any changes to these GTCS must be made in writing, otherwise being null and void.
5. If these GTCS are formulated also in any language other than Polish, in the case of dispute, the provisions of GTCS in Polish shall apply.
6. By accepting these GTCS, the Buyer gives their consent to the processing of their personal data by the Seller and the entities acting upon the latter's order in Poland and abroad in relation to the execution of contracts for sale of the Products offered by the Seller.
7. In cases covered with trade secret, the Buyer may not transfer the knowledge and information obtained as a result of trade contacts with the Seller to any third parties without the consent of the Seller.
8. During the term of the contract and after its cessation, the Buyer shall not distribute, disclose or use such information that are not company secrets of the Seller but whose distribution, disclosure or use could in any way affect the reputation or cause damage to the Seller.
9. These GTCS enter into force on 15 November 2021.