

GENERAL TERMS OF SALE

§ 1. Definitions

Terms used hereinafter in these GTS shall mean:

1. Manufacturer – Rollform Polska Sp. z o.o., with its registered office in Łódź, registered in the Register of Entrepreneurs of the National Court Register by the District Court for Łódź Śródmieście District in Łódź, 20th Business Division, under the National Court Register (KRS) number 0000762681, Tax Identification Number (NIP): 8311638200, Business Identification Number (REGON): 382054020.
2. Ordering Party – a natural person, a legal person, an organizational unit without legal personality purchasing goods from Rollform Polska Sp. z o.o. and having legal capacity.
3. Parties – jointly the Manufacturer and the Ordering Party.
4. General Terms of Sale (GTS) – these “General Terms of Sale” referring to sales made by Rollform Polska Sp. z o.o.
5. Agreement – agreement of sale made or services rendered by Rollform Polska Sp. z o.o. to which these GTS shall apply.
6. Sale – agreement of sale of Rollform’s products, or services rendered by Rollform, or both in compliance with the agreement concluded with the Ordering Party.
7. Product – goods manufactured by the Manufacturer, also other components and services included in the current commercial offer of the Manufacturer, delivery or performance of which shall be based on the agreement concluded by the Manufacturer with the Ordering Party and on the principles set out in these GTS.
8. Goods – goods included in the Manufacturer’s current commercial offer, delivered on terms and conditions specified in these GTS.

§ 2. General Provisions

1. General terms of sale provide for the terms on which Ordering Parties shall buy Products.
2. The agreement of sale shall be concluded on the basis of a written, oral or documentary order placed with the Manufacturer by the Ordering Party.
3. These terms shall apply to all Agreements, even if they are not explicitly referred to in individual cases.
4. The Ordering Party’s return of the order or confirmation of the order sent by Rollform Polska shall mean the acceptance of GTS as an integral part of the contract between the Parties. If the Ordering Party remains in regular commercial relations with Rollform Polska Sp. z o.o., the acceptance of General Terms of Sale by the Ordering Party for one order shall be deemed to be the acceptance for all other orders.
5. GTS are an integral part of agreements concluded between the Manufacturer and the Ordering Party. Any change or exclusion of particular provisions of GST may occur only with the Manufacturer’s prior consent expressed in writing or in an electronic form, under the sanction of invalidity.
6. In case of any discrepancies between the content of these GTS and the content of the Agreement between the Parties, the provisions of the Agreement shall apply.

7. It is not permissible to assign the rights under the Agreement concluded with the Manufacturer or resulting from a complex Order placed by the Ordering Party to any third party without the Manufacturer's consent in writing.
8. The Ordering Party shall give consents to the processing of personal data by the Manufacturer for the purpose of the order processing.

§ 2. Information Regarding Goods

1. All technical information concerning the goods, grades, dimensions, conversions, sizes, dimensional and weight tolerances, and quality resulting from catalogues, brochures, and other advertising materials presented by the Manufacturer shall be indicative data.
2. The Ordering Party acknowledges that relevant European and national standards shall apply to the goods offered.

§ 3. Processing of Orders

1. The prices specified in the offers are binding for the period specified in the offer.
2. The prices for the Products offered by the Manufacturer do not include value added tax (VAT), unless explicitly stated otherwise.
3. The proposal to make a sale to the Ordering Party shall not constitute a binding offer of sale within the meaning of Civil Code, but only a proposal of conditions for the order placement by the Ordering Party.
4. The Order mailed by the Ordering Party should contain all relevant information about the ordered Product to the extent necessary for its identification and information about how the Product should be prepared for transport or performance (in case of services). Failure to meet this condition resulting in the delivery of the Product by the Manufacturer that shall not meet the needs of the Ordering Party shall be the responsibility of the Ordering Party and shall not constitute grounds for complaint.
5. The costs of delivery to the Ordering Party and performance of additional services are individually determined when the Order is placed. The absence of any such arrangements shall mean that the goods shall be collected at the Manufacturer's warehouse, while the services shall be accepted at the location indicated by the Ordering Party.
6. All costs which may arise during the Order processing, e.g. repacking, cutting, foiling, handling and other costs applicable during the order processing shall be covered by the Ordering Party, unless the Parties agree otherwise.
7. In the absence of a written confirmation of the Order, the final price of the Product shall be determined based on the Manufacturer's prices applicable on the date of the Order.
8. The Manufacturer has the right to charge an advance payment from the Ordering Party. The amount of the advance payment shall be individually determined. The advance payment shall be settled upon the receipt of the last batch of goods or when the last stage of the service is performed. In case of failure to collect the Product by the Ordering Party it shall be retained by the Manufacturer as a contractual penalty. The calculation of the contractual penalty will be documented by a respective debit note.
9. Any discounts, rebates, bonuses, etc. granted by the Manufacturer shall require individual arrangements in writing under the sanction of invalidity.
10. Relevant approvals, certificates, declarations of conformity or other documents confirming the quality of the Product, shall be attached to the delivered Product by the Manufacturer at the express request of the Ordering Party. The Manufacturer reserves the right to charge a fee for the above documents.



11. The Agreement shall be performed on the basis of the Order submitted by the Ordering Party. The Order may be placed in writing, by fax or e-mail. The above forms shall also apply to any other exchange of letters by the Parties, unless other provisions of GTS provide otherwise. At the request of one Party, the other Party shall be obliged to confirm in writing the content of the fax mailed. Following the order, the Ordering Party is obliged to send immediately copies of the following documents, confirmed as true copies by the persons authorized to represent the Ordering Party:
 - a) an extract from the National Court Register (KRS) or a certificate of an entry in the Business Register not older than 3 months,
 - b) a notice of REGON [*Business ID*] number assignment from the Central Statistical Office (GUS),
 - c) a certificate of NIP [*Tax ID*] assignment,
 - d) EU VAT number (if applicable),
 - e) balance sheet and profit and loss account or F01 form for the last year and for the month preceding the order placement,
 - f) in case of natural persons and persons conducting business activities based on entries in the Business Register, a copy of an entry in CEIDG (Central Registration and Information on Businesses). The receipt of these documents is a condition for the order confirmation by Rollform Polska. If the Order Confirmation is not received by the Ordering Party within five working days as of the date of the Order placement, it shall be deemed not to have been accepted for processing. The Order Confirmation shall be mailed electronically to the e-mail address provided by the Ordering Party or to the address from which the Manufacturer received the Order. If the sale is made on terms of 100% prepayment or for cash, the documents specified under e) shall not be required. Rollform Polska Sp. z o.o. shall make every effort to make the delivery on the date specified by/agreed with the Ordering Party. Such date is not warranted by the Agreement, nor is the substance of the Agreement. The delivery made after the date set in the contractual document shall not constitute a breach of the Agreement. Rollform Polska shall not be liable for any costs, expenses, losses or damages incurred as a result of a delay in delivery and the Ordering Party shall not be entitled to withdraw from the Agreement or to be compensated unless the parties make other express arrangements in writing. In such case Rollform Polska shall, to the exclusion of any other compensation, pay the agreed amount as liquidated damages.
12. The order shall include: the exact name /company/, address and NIP [*Tax ID*] of the Ordering Party, a detailed description of the subject of the order and the quantity of ordered units according to the order, it may indicate the place of delivery optionally, if the Ordering Party uses the Manufacturer's transport. In order to better illustrate the Ordering Party's requirements, it is advisable to attach respective drawings to the order. The Order and the drawings shall be signed by the persons authorised to represent the Ordering Party and stamped with the company stamp.
13. Rollform Polska shall not be responsible for any inability to complete an order due to force majeure circumstances. Rollform Polska shall immediately notify the Ordering Party in writing about any obstacles resulting from force majeure events that shall make performance or timely delivery impossible. The parties are allowed to send the information by fax or e-mail, however, the above must be confirmed in writing within 3 days of the date of mailing a fax or e-mail by Rollform Polska.
14. The Ordering Party shall not be entitled to any claims against Rollform Polska for non-processing or late processing of an order due to force majeure events.
15. The force majeure events include: declaration of martial law, natural disaster, epidemics, strikes and the occurrence of fortuitous events such as fire, flood, lightning, etc.



§ 4. Receipt and Delivery of Goods

1. Goods shall be collected at the place agreed by the parties: ex Rollform Polska's warehouse or ex place indicated by the Ordering Party with the use of Rollform Polska's transport.
2. If the Ordering Party collects the goods from the Manufacturer's warehouse using the Ordering Party's own means of transport, the responsibility for the goods shall pass to the Ordering Party as soon as the goods are released from the warehouse.
3. If the Ordering Party requests an independent carrier to collect the goods, the responsibility for the goods shall pass to the Ordering Party when the goods are released to the carrier.
4. If the goods are delivered to the Ordering Party with the use of the Manufacturer's vehicle or the Manufacturer has the goods delivered to the carrier, responsibility for the goods passes to the Ordering Party at the time of unloading the goods from the vehicle.
5. The Ordering Party shall be obliged to collect the ordered goods from the Manufacturer's warehouse located in Łódź, ul. 3-go Maja 64/66 or from the place indicated as the place of delivery in the Order document on the date agreed between the parties and confirmed in the Order not later than on the 3rd working day counting from the date indicated in the Order Confirmation, unless the parties agree a different date and place of collection of the goods.
6. If the time limit is exceeded, Rollform Polska is entitled to charge the Ordering Party with costs of storage of uncollected goods in the amount of 0.5% of the net value of goods for each day of storage without the need to sign a separate agreement of storage with the Ordering Party. The Ordering Party shall authorize Rollform Polska to issue an invoice for the above mentioned service.
7. In case of non-acceptance of non-standard goods, which have been manufactured to an individual order of the Ordering Party, the Manufacturer shall set a deadline for their receipt, not shorter than 7 days, of which the Manufacturer shall notify the Ordering Party in writing or by e-mail. In the event of failure to meet this deadline by the Ordering Party, the Manufacturer shall be entitled to dispose of the uncollected goods and charge the Ordering Party a contractual penalty, the amount of which shall be the sum of net price of the uncollected goods and the cost of the disposal incurred by the Manufacturer. The contractual penalty shall be payable on the basis of the relevant debit note within 7 days of its receipt.
8. If the goods are collected from Rollform Polska's warehouse with the use of the Ordering Party's own transport after the service has been performed, it is necessary to send by post, fax or e-mail an authorization letter, indicating the person collecting the goods (name and surname) and the vehicle registration number. The Parties shall allow for the authorized person to present the authorization directly upon the goods receipt. Loading of the Ordering Party's means of transport is possible at the place of collection until 4 p.m. on all weekdays, excluding Saturdays, Sundays and holidays.
9. In case of delivery of goods after the service has been performed using Rollform Polska's means of transport, the Ordering Party shall indicate the place of delivery describing it in detail, shall agree the date of delivery with the Manufacturer and shall indicate the person authorized to collect the goods by giving that person's phone number. The goods shall be unloaded at the expense and responsibility of the Ordering Party. The price, i.e. the offer to deliver the goods by Rollform Polska, shall be valid for delivery places without any hindrances or restrictions on the movement of trucks with a load capacity up to 24 tons on hard roads.
10. The Ordering Party or a person authorized by the Ordering Party shall accept a quantitative receipt of goods and their compliance with the order and order confirmation on the WZ document [*Goods Delivery Note*] and shall provide: date and time of receipt, name, surname and contact telephone number of the person collecting the goods and shall put the company stamp. If due to the type of packaging or for any other reason it is not possible to make an objective inspection of the delivered goods, the inspection made upon the receipt shall include transport documents, quantity and condition of packaging, gross weight and data concerning marking of the goods on the packaging as well as externally visible damage. As soon as possible, but when the goods are unpacked and before they are

used at the latest, a detailed inspection shall be made and its results shall be communicated to the Manufacturer without any delay. The determination of quantity shortages shall require a written confirmation of the above on the WZ document [*Goods Delivery Note*] by a Rollform Polska representative in case of collection ex Manufacturer, or by a carrier, in case of collection ex the place indicated by the Ordering Party. Quantitative complaints should be submitted within 3 working days following the receipt of goods. Failure to include a statement of quantity shortages on the WZ document [*Goods Delivery Note*] shall exclude any possibility to bring a complaint to this extent.

11. Quality acceptance of goods by the Ordering Party (mechanical damages of sections, occurrence of corrosion or damages of the varnish coating, if any) shall take place not later than within 24 hours as of the confirmed hour of acceptance at the indicated place of acceptance. After this date, complaints concerning mechanical damage, the occurrence of corrosion or damage to the paint coating will not be considered. To be valid, the complaint must be made in writing. The parties allow for sending a complaint by fax or e-mail, but the above must be confirmed in writing within 3 days of the date of sending the fax / e-mail by the Ordering Party. The Ordering Party shall lose the rights under the guarantee, if any repairs or modifications are made in the delivered goods without the notification and written consent of Rollform Polska. The guarantee does not cover faults, defects and damage resulting from events of disaster, mechanical damage, improper operation or maintenance, unauthorised repairs or modifications and structural changes made by the Ordering Party or at the request of the Ordering Party, and in particular, the guarantee does not cover corrosion defects resulting from the improper environment affecting the goods.
12. In case of arrears in the Ordering Party's payments, Rollform Polska has the right to withhold from the order processing until the arrears and interest are repaid, notwithstanding the offer and its acceptance or the confirmation of the order.
13. Rollform Polska is entitled to cancel the order, if the Ordering Party's economic situation deteriorates, posing a threat to the Ordering Party's solvency.
14. The Ordering Party is obliged to comply with all formalities described in the above provisions under the sanction of losing the right to pursue any claims from the Manufacturer.

§ 5. Packaging

1. The deadline for return of returnable pallets is 30 days as of the date of their receipt.
2. If the Ordering Party does not return the number of pallets as identified in the documentation provided, the Manufacturer shall issue a VAT invoice to the Ordering Party for the relevant value of unreturned pallets.
3. The cost of transport of the returned pallets shall be covered by the Ordering Party, unless the Parties agree otherwise.

§ 6. Complaints

1. Rollform Poland shall process the complaint immediately, however, not later than within 21 days of the date of written notification by the Ordering Party. Until the complaint is finally considered, the Ordering Party shall store the goods in a way preventing them from being damaged or exposed to any quantity losses. The Manufacturer shall be entitled to payment for the damaged, destroyed or lost products.
2. The Ordering Party shall be obliged to make samples of defective goods available to the Manufacturer without any delay. The Ordering Party shall be also obliged to make it possible to inspect the goods on site as well as to provide necessary information concerning processing technology and conditions in which the goods were used.
3. Rollform Polska shall not be responsible for damages resulting from errors made by the Ordering Party in any drawings and descriptions provided with the order.

4. The Manufacturer's liability for defects or shortages in the goods is limited solely to the obligations described these GTS.
5. Any notification about hidden defects to the Manufacturer must occur immediately after the discovery of the defect, but within a period not exceeding 30 days as of the date on which the goods were received.
6. In the event that the Ordering Party identifies any hidden defects during the use of the Products, which the Ordering Party will claim, the Ordering Party must refrain from further use of the Products, secure and store them until they are replaced or returned. The use of more than 10 % of the Products delivered shall mean that the Ordering Party has accepted the quality of the entire batch of such goods and shall waive any claims.
7. The Manufacturer's liability shall be restricted to the amount not exceeding the value of the goods subject to the complaint plus the costs of delivery/transport, if any.
8. The Manufacturer's liability for damage resulting from the existence of defects in case of exercising warranty rights shall be excluded under Article 558 of Civil Code.

§ 7. Return of Goods

1. Goods can be returned under the condition that the Manufacturer gives consent to it in writing, subject to the provisions of legal acts governing the right to withdraw in case of distance selling.
2. Goods may be returned under the condition that they are not damaged and are identifiable as to the parameters contained in the purchase document and certificates.
3. Discounted goods are not subject to return.

§ 8. Payments

1. Invoices issued by the Manufacturer shall be payable without any deductions within the period indicated in the invoice as of the date of issue.
2. The date of payment shall be regarded the date on which the Manufacturer's account is credited with the payment.
3. In case of any delay in payment the Manufacturer shall have the right to charge interest for delay at the statutory rate starting from the date on which the deadline for payment specified in the invoice has expired.
4. If there is a reasonable basis to believe that the Ordering Party shall not meet the payment obligation, the Manufacturer shall have the right to demand payment of the price before the release of the goods – regardless of the previously agreed payment date.
5. If the Ordering Party does not accept the goods within the agreed time limit, the Manufacturer shall be entitled to charge the Ordering Party with the goods storage costs.
6. If the Ordering Party does not collect the goods on the 14th day after the agreed date for the reasons not attributable to the Manufacturer, the Manufacturer shall be entitled to issue the invoice and demand payment of the price for the goods and other services as if the release of the goods has taken place in accordance with the order.
7. Each partial delivery shall constitute a separate transaction and may be separately invoiced by the Manufacturer.
8. The Ordering Party agrees to have all invoices issued in relation to Orders processed in electronic form, in a form ensuring completeness and integrity of data.



§ 9. Responsibilities

1. The Manufacturer's responsibility arising from this Agreement or sale of the Products shall not include redress of any potential damage to the Ordering Party's expected benefits, lost profits, production losses, loss of market reputation, etc.
2. The Manufacturer shall not be responsible for the usefulness of the goods delivered in accordance with the order for the purposes desired by the Ordering Party.

§ 10. Ownership Reservation

1. The Manufacturer makes a reservation as to the right of ownership of the goods sold passing to the Ordering Party only when the total price is paid to the Manufacturer. In case of combination or mixing of objects the parties shall become co-owners of the whole. The application of the provisions of Article 193 § 2 of Civil Code shall be excluded.
2. By the time of payment of the entire price, the Manufacturer shall have the right to take back any goods being in possession or under the control of the Ordering Party or any third party to whom the goods have been transferred. The Ordering Party shall be obliged to provide the Manufacturer with a free access to these goods and their receipt.

§ 11. Applicable Law, Jurisdiction

1. Any disputes shall be resolved by competent court of general jurisdiction in Łódź.
2. This contract shall be exclusively governed under the laws of Poland.

Effective from: 01.01.2022





