

Przedsiębiorstwo TOOLCO Kazimierz Mitroszewski

ul. Komunalna 11, 15-197 Białystok

Tax Identification Number NIP 542-011-53-56

GENERAL TERMS OF SALE AND DELIVERY

VALID FROM 01.10.2021

§1. General provisions

1. These General Terms of Sale and Delivery (hereinafter „GTSD”) define the rights and obligations of the parties to sale and delivery contracts for products for which the seller is:

PRZEDSIĘBIORSTWO „TOOLCO” Kazimierz Mitroszewski

Registered office: 15-197 Białystok, ul. Komunalna 11, Podlaskie Voivodeship, Poland,

Legal form: natural person conducting business activity,

National Business Registry Number REGON: 050012903, Tax Identification Number NIP: 5420115356 (hereinafter referred to as the „Seller”).

2. These General Terms of Sale and Delivery (hereinafter: „GTSD”) prepared by the company „TOOLCO” Kazimierz Mitroszewski with its registered office in Białystok constitute an integral part of sales and delivery contracts concluded by the Seller.
3. These GTSD shall apply if the other Party of the contract (hereinafter: „Buyer”) is an entrepreneur within the meaning of the provisions of the Civil Code.
4. Sales shall only be carried out on the General Terms of Sale and Delivery that exclude other contractual patterns (contract templates, rules, etc.) applied or determined by the Buyer.
5. The GTSD are made public by posting them on the Seller's website www.toolco.pl
6. Placing an order means that the Customer familiarized himself with the GTSD and accepts them entirely.

§2. Definitions

1. The terms used in the General Terms of Sale have the following meaning:
 - 1) Seller - PRZEDSIĘBIORSTWO „TOOLCO” Kazimierz Mitroszewski, with its registered office in Białystok, ul. Komunalna 11, NIP 5420115356, REGON: 050012903.
 - 2) Buyer - legal person, an organizational unit without legal personality and a natural person who has purchased the Products from the Seller as part of its business activity.

- 3) Buyer with the consumer rights - a natural person concluding a contract directly related to its business activity when the content of that contract shows that it does not have a professional character for this person, resulting in particular from the subject of its business activity, made available on the basis of regulations on Business Activity Central Register and Information Record.
- 4) Parties - Parties to the contract and / or to the Order - Seller and Buyer.
- 5) Maturity - a day on which the product due or the service due becomes due and payable.
- 6) Products - movable goods, goods and services, rights to be sold on the basis of a sales contract, between the Seller and the Buyer.
- 7) Order - the offer of purchase of products submitted by the Buyer written, electronically, e.g. via e-mail, containing at least: the name of the product ordered, the quantity, the Buyer data, necessary to issue a invoice and data about the company, contact details, the manner, date and place of receipt of the ordered products.
- 8) Confirmation – a written declaration of the Seller on the acceptance of the order, submitted to the Buyer after the receipt, together with the determination of at least the price of the Product, the total value of the ordered Product, the completion date, the place and the conditions of delivery / receipt and the payment terms.

§3. Conclusion of a contract

1. Information on products whose Seller is the Seller, presented in catalogues, folders, posted on the Seller's website only have an advertising nature and are not an offer within the meaning of the Civil Code.
2. The Seller shall cooperate on the basis of individual Customer orders who have accepted the applicable General Terms of Sale and Delivery.
3. The sales department works from Monday to Friday from 7:30 a.m. to 03:30 p.m. The contact details are available on the website - <https://www.toolco.pl/kontakt/>
4. Any assurance, guarantees, promises and amendments to the contract submitted orally by the Seller's employees in connection with the conclusion of the Sales contract or the submission of the offer do not bind the Seller.
5. The Buyer can submit orders electronically using the email address:
 - 1) Roof accessories - roofsystem@toolco.pl or to the address of the sales representatives.
 - 2) Packaging accessories and services - marketing@toolco.pl or to the address of the sales representatives.

6. The contract between the Seller and the Buyer is concluded at the time of receipt of the order by the Seller, which in relation to the relevant terms of the contract does not differ in any way from the offer received by the Buyer.
7. In the event of any divergence between the order submitted by the Buyer and the Seller's offer, the contract confirmation is binding, which is issued and sent to the Buyer by the Seller, unless the Buyer cancels the order, in writing (email) immediately, however, no later than within 1 calendar day from the date of the receipt of a written confirmation of the order issued by the Seller.
8. The order should contain the following data:
 - 1) The name of the Buyer,
 - 2) The exact address,
 - 3) Tax Identification Number,
 - 4) The determining the indicated Product using the trade name or the alphanumeric symbol from the offer,
 - 5) The number of ordered goods,
 - 6) The date, the place and the delivery terms / the terms of the product reception.
9. Cancelling the order by the Buyer is only acceptable in exceptional situations after a prior written determination of the cancellation terms with the Seller.

§4. Price

1. The price for a Product that is the subject of the sales contract will each time be specified in the offer or in the sales contract.
2. The price for a Product is determined in accordance with the current price list of the Seller at the date of the order confirmation. All prices indicated should be understood as net prices to which tax on goods and services in the currently applicable statutory amount should be added. Prices quoted by the Seller do not take into account any customs duties or other cost burden imposed on Products according to the law applicable to the registered office of the Buyer.
3. The Buyer is obliged to pay the price in accordance with the deadline arising from the invoice issued by the Seller, if another date does not result from the provisions of the offer or the provisions of the sales contract.
4. The form of payment is a bank transfer to the Seller's account indicated on the invoice or in a different form established in the offer or in the sales contract. Only the Buyer bears the costs of banking.
5. Regardless of individual arrangements with the Customer, the Seller provides the following possibility at any time:

- 1) prepayment to the Seller's bank account;
- 2) cash on delivery.
6. In the case of prepayment, the Seller executes the order when payment has been credited to the bank account.
7. The payment date shall be the day when the payment has been credited to the Seller's bank account.
8. In the event of non-payment by the Buyer within the prescribed period, the Seller is entitled to charge statutory interests for each day of delay, as well as to demand a prepayment claims for Products from the already accepted subsequent orders. The obligation to pay the interests does not exclude claims for redressing damages on general terms.
9. In the event of a delay in the payment for a Product by the Buyer, the Seller is entitled to suspend the order until receiving a full payment for the sold Products.
10. If the payment is not made within the period specified on the invoice, the Seller is entitled to break the supply of Products and suspend the processing of the already accepted orders. The Seller may make the completion of a new order submitted by the Buyer who is behind with payments or pays invoices untimely dependent on the payment of an advance payment for a new Buyer order.

§5. Deliveries

1. The Seller carries out orders according to the order of their receipt.
2. The Seller is obliged to deliver the Product by meeting the conditions set out in the confirmation of the order acceptance, i.e. the date and the place of delivery, the quantity, the product type, the price.
3. The Seller shall document the sale of the Product with a invoice. The proof of purchase is delivered to the Customer electronically to the email address indicated by the Customer while placing the order or by letter via Poczta Polska [Polish Post].
4. In the case of the cash on delivery payment with a deferred payment period, the Seller shall take on the implementation of the contract after the order confirmation.
5. The delivery time includes the preparation, completing, packing and issuing a Product by the Seller. The average delivery time is 48 hours. In the case of non-standard orders (e.g. non-standard product colour, significant amounts of product ordered), the delivery time is determined individually with the Customer.
6. Until the order is completed, the delivery time of the Product to the Customer by the carrier in accordance with the delivery method selected by the Customer should be added.
7. Orders are issued to the carrier to deliver only on business days.

8. In the case of domestic sales and domestic deliveries, the rules and prices of deliveries set out in Annex No. 1 are applicable, as far as separate contracts do not provide otherwise.
9. In the case of a product shipment delay, the Customer will be informed by the Sales Department by phone or by email. The Seller does not bear any delay for reasons for which the Seller is not responsible for.
10. The Seller reserves himself the right of ownership of the Product sold, which has such a result that the Seller is the owner of the Product to the time of full payment for the received Product and other receivables arising from the sales contract regardless of the place of the storage or the installation in other objects.
11. Pursuant to Article 548 § 1 of the Civil Code when the Seller issued a Product to the Customer, to a third party indicated by the Customer or to the Carrier, the benefits and weights associated with the Product and the risk of an accidental loss or damage to the Product are passed onto the Customer.
12. Pursuant to Article 558 of the Civil Code when selling a product for the Customer who is a non-consumer, the Seller's liability under the warranty is excluded.

§6. Assignment of rights and obligations and set-off

1. If the Buyer and Seller do not decide otherwise in writing, the Buyer will not assign his rights or obligations arising from the sales and delivery contracts concluded between the Seller and the Buyer, and he will not set off his own claims against the claims of the Seller.

§7. Seller's liability. Warranty.

1. The Seller's duty is to provide a Product free from defects and he will perform other contractual obligations in the same way.
2. The Seller shall be liable for non-performance or an improper performance of the contract, except that this liability is limited to damage to actual nature, does not cover the lost benefits. The Seller shall not be liable for any damage caused due to an improper selection of Products, their improper use or use not in accordance with the intended use or the instruction manual and the maintenance instructions, as well as for any damage, if the condition and the properties of the infrastructure on which the Products are to be operated, and in particular its elements with which the Products are to be combined, had an impact on the occurrence or size of damage.
3. The liability of the Seller for any damage not covered by the exclusion shall be limited to the actual loss of the Buyer, in the amount not exceeding 100 % of the net contractual net remuneration.
4. The Buyer is responsible for the possibility of application and the effects of the use of Products provided by the Seller in certain construction solutions of the Buyer or the

Buyer Customers, even if the Seller was involved as an adviser or consultant in the preparation of the construction and the final product of the Buyer.

5. The Buyer is entitled to demand the removal of product defects at the expense of the Seller under statutory warranty for physical defects. The Seller is obliged to remove the defects, and in justified cases may fulfil his obligation by lowering the price within the limits indicated in this section.
6. The manufacturer's guarantee and warranty do not include the liability for a reduction in the value or usability of the Product which is a natural consequence of its proper use.
7. The Customer is obliged to a quantitative and material acceptance of the products delivered or received from the Seller. The Buyer is obliged to check immediately, not later than within 24 hours after receiving the Product, whether the delivered Product complies with the order. He is obliged to check in particular: the condition of the shipment and the quality, the quantity and the assortment of the Product delivered. In the case of damage to the Product and/or other non-compliances, within 3 working days of receiving the Product, a completed complaint form to the address reklamacje@toolco.pl should be sent (form available on the website under www.toolco/pobierz/). In case of exceeding the above deadline, the complaint will not be considered.
8. If damage is found when receiving the shipment, in order to make a complaint, the shipment must be refused and a damage protocol should be written in the presence of the courier and it should be sent immediately, no later than within 24 hours, to the following address reklamacje@toolco.pl.
9. The Customer has the right to return the Products after submitting an appropriate statement of return to the following address reklamacje@toolco.pl within 14 days from the date of receiving the Product. Only a full-value Product that has no signs of use, is complete and is kept in its original, undamaged packaging can be returned. In the case of return of the Products, the transport costs shall be borne by the Customer.
10. Submission of a complaint does not release the Buyer from the obligation to pay for the Product within the deadline set.

§8. Force majeure

1. The Parties shall not be liable for failure to perform their non-monetary obligations arising from the Contract due to „force majeure”.
2. Force majeure shall be understood by the Parties as events beyond their control, which were not known at the time of concluding the Contract, or such events the effects of which for the performance of the Contract were not known at the time of concluding it, i.e. in particular: wars, martial law or states of emergency, epidemics, riots, natural disasters such as: severe storms, floods, destruction by lightning, earthquakes, typhoons,

storms and other atmospheric anomalies, as well as explosions, fires, destruction of equipment or installations, general acts of public authority.

3. The Party claiming force majeure should notify the other Party of its occurrence. The contractual periods indicated in the Contract shall be suspended for the duration of the force majeure.

§9. Protection of personal data

1. By concluding a sales contract, the Buyer agrees to the processing of personal data in the scope including: name, surname, company name, registered office, telephone numbers, email addresses by Przedsiębiorstwo "TOOLCO" Kazimierz Mitroszewski, with its registered office in Białystok, as the Personal Data Controller, for purposes related to the performance of the sales or delivery contract - within the scope of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
2. Przedsiębiorstwo "TOOLCO" Kazimierz Mitroszewski declares that the personal data will be processed for the following purposes:
 - 1) performance of the concluded sale or delivery contract (Article 6 paragraph 1 letter b GDPR),
 - 2) issuing invoices, keeping and maintaining accounting records (Article 6 paragraph 1 letter c GDPR),
 - 3) archival (evidential) purposes in the event of a legal need to prove the facts and for the purpose of a possible determination, investigation or defence against claims, which constitutes a legitimate interest (Article 6 paragraph 1 letter f GDPR).

§10. Provisions for Buyers with consumer rights

1. This paragraph and all the provisions contained herein are addressed to and therefore binding only the Buyer with consumer rights.
 - 1) The possibility of withdrawing from a distance contract
 - a) A Buyer with consumer rights has the right to withdraw from a Distance Sales Contract within 14 days without giving any reason.
 - b) The period to withdraw from the contract expires after 14 days from the day on which the Buyer with consumer rights came into possession of the item or the day on which a third party other than the carrier and indicated by the Buyer came into possession of the item.
 - c) The Buyer with consumer rights may withdraw from the Sales Contract by submitting a statement of withdrawal for example in the form of a letter sent by post to the Seller's address or by email to the Seller's address.

- d) To keep the term of withdrawal, it is enough for the statement of withdrawal to be sent before the withdrawal period has expired. The Seller shall immediately confirm to the Buyer the receipt of the notice of withdrawal.
 - e) In the case of withdrawal from the Sales Contract, the contract shall be considered as not concluded.
 - f) If the Buyer with consumer rights has made a statement on withdrawal from the Sales Contract before the Seller accepted his offer, the offer ceases to be binding.
 - g) The Seller shall be obliged to return to the Buyer all payments made by him, including the cost of Product delivery to the Buyer, immediately, not later than within 14 days from the date of receipt of the Purchaser's statement of withdrawal from the Sales contract. The Seller may withhold the reimbursement of payments received from the Buyer until it has received the Product back or the Customer has supplied evidence of having sent the Product back, whichever occurs first.
 - h) The Customer is obliged to return the Product to the Seller immediately, but not later than within 14 days from the date of withdrawal from the Sales Contract. To meet the deadline, it is enough to send the Product to the Seller's address before the deadline expires.
 - i) In case of withdrawal, the Buyer shall only bear the direct costs of returning the Product.
 - j) The Buyer shall be liable for the diminished value of the Product resulting from using it in a manner which goes beyond what is necessary to ascertain the nature, the characteristics and the functioning of the Product.
 - k) The Seller shall return the payment using the same method of payment used by the Buyer, unless the Buyer has agreed to another way of returning the payment which involves no costs for him.
 - l) The Seller shall return the payment to the bank account specified by the Buyer. The Seller shall bear the costs of returning the payment.
 - m) The Buyer with consumer rights does not have the right to withdraw from the contract with reference to the Sales contract in which the subject matter of the performance is a non-prefabricated item, produced according to the Buyer's specification, or intended to satisfy his individual needs.
- 2) The Seller shall be liable to the Buyer with consumer rights under the warranty for defects of the Product.
- 3) The Buyer with consumer rights is covered by the protection of the prohibition of prohibited contractual terms, i.e. abusive clauses.

- 4) The Buyer with consumer rights loses his rights arising from the consumer protection in case the Sales Contract which he has concluded with the Seller has a professional character, which is verified on the basis of the entry of this entrepreneur in the Central Register and Information on Business Activity of the Republic of Poland, in particular the codes indicated therein in the Polish Classification of Activities.

§11. Final provisions

1. By accepting these GTSD, the Buyer consents to processing of his personal data by the Seller, in connection with execution of sales contracts of Products offered by the Seller.
2. The Buyer may not, without the Seller's consent, transfer the knowledge and information obtained as a result of commercial contacts with the Seller to third parties in matters covered by business secrets.
3. The law applicable to the GTSD is the Polish law.
4. In any matters not governed by these GTSD, the provisions of the Civil Code shall apply.
5. Annulment of individual provisions shall not affect the validity of the remaining provisions of the GTSD.
6. The parties will attempt to settle any disputes arising in connection with the performance of the contracts covered by these terms and conditions amicably. If it is not possible to settle the case amicably, the court having jurisdiction over the Seller's registered office shall be competent to resolve the dispute.

Information on the current Product Catalogue and the GTSD can be found on the website at www.toolco.pl. Placing an order means that the Customer familiarized himself with the GTSD and accepts them.