

# GENERAL CONDITIONS OF SALE AND DELIVERY FOR PRODUCTS OF PORTOS TR7

I. I. The terms used in these Regulations have the following meanings:

**Seller / PORTOS** - PORTOS TR 7 Spółka z ograniczoną odpowiedzialnością based in Kalisz, address: ul. Złota 71, 62-800 Kalisz, entered into the Register of Entrepreneurs of the National Court Register by the District Court Poznań - Nowe Miasto and Wilda in Poznań under KRS number 0001055147, NIP 6180018618, REGON 250410218;

**Buyer** - a legal person or a natural person conducting business activity and ordering goods included in the Seller's commercial offer directly related to their business and professional activity, for further distribution;

**Parties** - the Seller and the Buyer jointly;

**Product / Goods** - products included in the Seller's commercial offer.

## II. PRICE

1. The Prices are net prices (they do not include VAT). The Buyer reduces the Prices indicated in the price list by the individual discount granted to him.
2. The given Prices are unit prices of goods with specified dimensions, expressed in units, running meters, pairs or sets.
3. The Price includes the cost of transporting the Products to the Buyer's registered office/ sales point, unless otherwise agreed by the Parties.
4. PORTOS may unilaterally change the price in the case of ordering at least 50 roller shutters or at least 20 roller shutters of the same size.

## III. PAYMENT AND DELIVERY

1. The place and date of delivery shall be specified by the Buyer in the order content.
2. The time of order completion in colors and with equipment specified as standard lasts 21 working days from the date of receipt of a written order by the Seller. Earlier or later date of delivery of standard products and the date of completion of non-standard products shall be agreed individually by the Parties. In special cases beyond the control of the Seller, the order completion date may be extended.
3. Orders should be submitted in writing, by fax or e-mail, exclusively using the original PORTOS order forms or via the Product Configurator made available by PORTOS.
4. Placing an order is tantamount to accepting it for implementation, however, the Seller reserves the right to suspend the order execution in the event of exceeding the value of the trade credit granted or delay in payment of any receivables until the due amounts or prepayments are settled.
5. The cancellation or change of the order by the Buyer may be accepted by the Seller without any consequences only if the order has not been made (manufactured) yet. If the Buyer cancels an order already made, he is obliged to pay the full price due.
6. At the request of the Buyer, the Seller may repurchase the previously sold automation components, provided that the returned goods do not show traces of use, are not damaged, are packed in original packaging and no more than 3 months have passed from the date of release.
7. Detailed terms of cooperation, in particular discounts and payment terms, may be specified in the "Terms of cooperation" delivered in writing to the Buyer.
8. The "Terms of cooperation" may be changed only if delivered to the Buyer in writing.
9. The day of making the payment is considered to be the date on which the Seller received cash, and in the case of a transfer, the date of crediting the Seller's account.
10. The Seller may change the terms and conditions of cooperation with immediate effect without notifying the Buyer, if the Buyer:
  - a) makes late payments for the delivered goods,
  - b) grossly violates the terms of cooperation,
  - c) has filed an unfounded complaint at least twice.
11. The Buyer undertakes to collect the ordered goods at the agreed time and carry out unloading at the place of delivery.
12. Risks of damage or loss of Goods shall pass to the Buyer upon starting the unloading.
13. The Buyer may collect the Goods with his own transport during the working hours of the Seller's warehouses and after prior appointment. In the event of collecting by a person other than the owner of the company or a person authorized to represent the Buyer in accordance with the entry in the relevant register of entrepreneurs, a written authorization for collection issued by a person authorized to represent the Buyer is required.
14. At the request of the Buyer, the Seller may send the Goods using forwarding or courier services. In this case, the shipping costs are borne by the Buyer, and upon the release of the Goods, the risk of its loss or damage passes to the Buyer.
15. Handing over of goods to the Buyer is always carried out on the basis of a delivery note (WZ). Signing the document by both Parties without any objections means that the Goods have been handed over in quantity included in the delivery note and have no apparent defects.
16. If the Buyer fails to collect the goods on the previously agreed and confirmed date, the Buyer shall pay to the Seller a contractual penalty in the amount of 1% (one percent) of the gross value of the uncollected order for each day of storing the goods uncollected by the Buyer. Re-delivery to the Buyer's registered office/ sales point shall be made upon payment of the contractual penalty referred to in the preceding sentence and payment of the entire price for the uncollected delivery. The Seller may demand from the Buyer a complementary compensation if the contractual penalty does not cover the damage suffered by the Seller.
17. After one month has passed from the day on which the Buyer was obliged to collect the goods, the Seller may withdraw from the contract within a further period of two months, without prejudice to the Buyer's obligation to pay the contractual penalty for failure to collect the goods on time.

## IV. COMPLAINTS OF APPARENT AND QUANTITATIVE DEFECTS

1. A complaint procedure is processed as defined in the Product Warranty Certificate. In case of any discrepancies between these Sales Terms and Conditions and the content of the Product Warranty Certificate, the provisions of Warranty Certificate shall prevail.
2. It is the duty of the Buyer to check the quantity of delivered Products at the time of delivery. Any discrepancies shall be immediately reported to the driver or the warehouse worker and recorded in the Stock Issue Confirmation or otherwise the Buyer shall lose its right to raise any claims thereunder.
3. Any missing quantities of Goods shall be immediately delivered by the Seller and the Buyer shall be obliged to pay for the actually delivered goods within the agreed deadline.
4. Apparent defects such as: mechanical damage, deep scratches, cracks and broken items shall be reported at the time of delivery and recorded in the Stock Issue Confirmation or otherwise the Buyer shall lose its right to raise any claims thereunder. Complaints concerning scratched, dented, bent or damaged elements shall not be considered if the roller shutter has been installed.
5. Any Product with apparent defects, which has been returned to the Seller, shall be immediately repaired or replaced by the Seller.
6. The Buyer shall be obliged to pay for the delivered Goods in the part that is not complained about.
7. The Buyer acknowledges that the Seller has disclaimed its liability under the warranty for the Products sold, moreover, the Buyer fully understands the effects of such a disclaimer, accepts it and consents thereto before placing the order.
8. Minor defects, that are invisible after the installation, such as: scratches on the aluminum box adjacent to the wall, shall not be subject to complaints and are excluded from the warranty.
9. Orders placed in a form other than an original order form of the Seller shall not be subject to complaints.

## V. WARRANTY

1. The Seller hereby grants the Warranty for the purchased Products on terms and conditions specified in the Product Warranty Certificate. In case of any discrepancies between these Sales Terms and Conditions and the content of the Product Warranty Certificate, the provisions of Warranty Certificate shall prevail.
2. Any defects that cannot be identified at the time of delivery shall be reported by the Buyer in writing, forthwith after finding such defects, but not later than 14 days after the delivery of goods or otherwise the Buyer shall lose its rights under the warranty.
3. The Buyer's rights under the Warranty arise once the delivered Products are fully paid for.
4. The Guarantee excludes any products customized to the needs of the Buyer or tailor made pursuant to the Client's order, which are not included in the product offering range of the Seller.
5. The Warranty excludes any effects of improper installation (connection) of the purchased Products, their improper use, regular wear and tear and the cases specified in the Warranty Certificate.
6. The Seller shall repair the Product or replace it with a Product free of defects within 30 days as of the date of filing the complaint, with the reservation that the time needed for the removal of more complex defects may be extended. The time for the removal of defects may also be extended should any subassemblies require to be replaced and the Manufacturer does not have them or should any adverse weather conditions occur in the place where the defect is to be removed, which prevent the

implementation of any technological process necessary for the defect removal.

7. Differences in shades of components of the product of the same colours, in particular woodgrain colours, as well as differences caused by structural colour patterns. These discrepancies are dependent on the semi-finished products delivered by manufacturers at different intervals.
8. For wood-like coloured curtains some tonal difference, such as subtle streaks and stripes of lighter and darker tones might occur. This is a result of characteristics of the production process and imitation of wood structure. Differences of that type are not the ground for complaint.
9. Because of natural external factors, such as temperature and humidity and its own weight, the roller shutter curtain might distort and result in nonlinear layering. Prolonged lowered position of the curtain might result in distortion of brush seals located in the guide, which causes nonlinear layering. Distortion of this type does not influence technical characteristics and durability of the curtain and is not the ground for complaint.
10. The Buyer shall lose its rights under the Warranty if the Product has been damaged as a result of the Buyer's failure to observe recommendations included in the assembly manuals and in technical specifications for roller shutters, gates, roller security shutters and electrical equipment.
11. Services under the warranty are provided only for PORTOS products installed on the territory of Poland. In case of PORTOS products installed outside of the territory of Poland, the warranty services consist in sending relevant self-repair kits and it is the Buyer who performs all the necessary repairs at its own cost and risk.
12. In case of built-in elements of roller shutters or gates, such as guides or access doors, the Buyer, at its own expense, shall be obliged to provide the Seller's service technician with free access to the roller shutter or gate so that they could be repaired. In case of roller shutters installed at any level higher than the ground floor, the Buyer shall provide a scissor lift or scaffolding.
13. Should the warranty service technician be called without justified reasons, the Buyer shall bear the travel costs to the installation place of the product complained about and the costs of repair.

## VI. DOCUMENTS REQUIRED FOR COOPERATION

1. In order to start commercial cooperation, the Buyer is obliged to submit the following documents to PORTOS:
  - Certificate of entry in the register of business activity or excerpt from the register of entrepreneurs of the National Court Register or other register of entrepreneurs kept by the state in which the Buyer has its registered office;
  - Certificate of assignment of the REGON number;
  - Decision on assigning a tax identification number (NIP);
  - Declaration of consent for issuing invoices without a signature (original) and a list of persons authorized to receive and sign VAT invoices - signed by a person authorized to represent the Buyer or a person authorized by him in writing.

## VII. TERMS AND CONDITIONS OF THE PRODUCT COLLECTION FROM THE BUYER

1. Terms and conditions of the Product collection by the Seller, which are stipulated herein, shall apply to:
  - a) paid modifications of the Product, made in particular according to the Buyer's specifications, customised according to the Buyer's order or if the warranty does not apply, including after the expiry of the warranty;
  - b) free of charge modifications of the Product, made in particular within the warranty claim or due to a justified complaint;
  - c) any buy-back of the Product by PORTOS, on terms and conditions of these General Conditions of Sale and with the reservation of Goods specified in III (6) hereof.
2. Paid and free of charge modifications are in particular repairs or replacements of the Product, its parts or components. Costs of paid modifications may be waived or appropriately shared between the Seller and the Buyer, following a prior agreement between the Parties.
3. The provisions hereof and the Warranty Certificate that pertain to differences in colour, shades and shade differences within one and the same colour shall respectively apply to the replacement of the Product, its parts or components.
4. The Product is collected on dates indicated by the Seller, using the Seller's means of transport. The Parties agree that the Product may be personally delivered by the Buyer or sent via any carrier or courier mail service, with the reservation that all costs and risks related to the damage or loss of the Product during the delivery to the registered address of the Seller shall be borne by the Buyer.
5. In the case of paid modifications, the Seller shall charge an additional fee of PLN 100 net for the transport service each time. This fee shall be charged separately for the collection of the Product and for its re-delivery to the registered address or point of sale of the Buyer, if the Seller's transport is individually organised exclusively for the Buyer's Products.
6. The Buyer undertakes to hand over the Product to the Seller against a hand-over and acceptance certificate, which shall include:
  - a) designation of the type of the Product;
  - b) quantity;
  - c) description of the technical condition and
  - d) specification of any found defects (if any)- or otherwise, the Seller shall refuse to collect the Product.
7. If the Product is collected due to a warranty claim, a justified complaint, or a buy-back, the Buyer - in addition to the obligation specified in the preceding section - shall be required to prior submit a written notice to the Complaint Department.
8. Notwithstanding the foregoing section, the Seller shall collect the Product from the Buyer without any prior notice submitted to the Complaint Department if the Buyer appends the complaint form to the Product, with the reservation that this shall exclusively concern the Product collection within the framework of the warranty claim or a justified complaint.
9. The complaint shall be submitted on the complaint form available for download from [portosrolety.pl](http://portosrolety.pl)

## VIII. FORCE MAJEURE

1. The Seller shall not be liable for any failure to perform or improper performance of its obligations, in particular for changes in delivery dates, prices or delivery conditions, provided that such failure or improper performance results from force majeure.
2. Force majeure shall be understood by the Parties as events of a global nature, in particular raw material crises, armed conflicts, sanctions, as well as other unforeseeable events disrupting the Seller's production and logistics processes.
3. The Seller shall promptly inform the Buyer of any changes resulting from force majeure.
4. The Seller shall be entitled to withdraw from the contract in whole or in part within 3 months from the occurrence of the circumstances referred to above.

## IX. OTHER PROVISIONS

1. At the Buyer's request, the Seller may organize a training on the installation, service and repairs of the offered products.
2. The Seller undertakes to provide the Buyer with a catalog of finished products and advertising brochures free of charge.
3. At the request of the Buyer, the Seller may make a roller shutter for advertising and exhibition purposes, including a partial refund of the exhibition in the form of an individually agreed discount.
4. The Seller reserves the right to make technical and design changes in the presented catalog offer without prior notification to the Buyer.
5. The Seller reserves the right to update prices in the event of a significant increase in exchange rates (EUR, USD) or metal prices (LME). The Seller shall promptly inform the Buyer of any price updates.
6. These General Terms of Sale and Delivery are the only contractual regulation binding on the parties for the sale of goods.
7. The Buyer accepts the above terms of sale and delivery by placing the relevant signature at the time of placing the order or - in the case of placing an order via the Product Configurator made available by PORTOS - by clicking the "Order" button.
8. In matters not covered by the above provisions, the relevant provisions of the Civil Code shall apply.
9. All disputes arising from the implementation of the above provisions shall be settled by the common court competent for the Seller's registered office.
10. In the absence of consent or confirmation thereof for the receipt of commercial information, any content necessary for the establishment, performance, amendment or termination of the relationship between the Seller and the Buyer shall be communicated via e-mail.
11. All photos and drawings contained in the catalog are for reference only.
12. Detailed installation instructions for roller shutters and Products are included on the website [www.portosrolety.pl](http://www.portosrolety.pl).