



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

I. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") define the rights and obligations of the parties to sales, delivery, and service agreements, where the Seller is Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna, headquartered in Malbork, ul. Daleka 115, registered in the Entrepreneurs' Register of the District Court Gdańsk – Północ in Gdańsk, VII Commercial Division, under KRS number 0000104029, NIP 579-18-74-866, REGON 191980668.
- 1.2. These GTCS form an integral part of sales agreements concluded by the Seller.
- 1.3. These GTCS apply if the other party to the agreement (the Buyer) is an entrepreneur within the meaning of the provisions of the Civil Code.
- 1.4. Provisions of the agreement individually negotiated and confirmed in writing by authorized persons take precedence over the provisions of these GTCS, insofar as they contain regulations differing from these GTCS.
- 1.5. These GTCS are published on the Seller's website: www.forest.pl

II. DEFINITIONS

The terms used in these General Terms and Conditions of Sale shall have the following meanings:

- a) **Seller** – Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna, headquartered in Malbork, ul. Daleka 115, KRS 0000104029, NIP 579-18-74-866,
- b) **Buyer** – a legal entity, an organizational unit without legal personality, or an individual conducting business activity,
- c) **Payment Deadline** – the date on which the payment for the goods or service becomes due,
- d) **Products** – movable items, goods, and services that are to be sold under the sales agreement between the Seller and the Buyer,
- e) **Order** – a purchase offer for products submitted by the Buyer in writing, also delivered via electronic mail, containing at least the name of the ordered product, quantity, Buyer's details necessary for issuing a VAT invoice, delivery / collection date, place, and conditions.

III. CONCLUSION OF THE AGREEMENT

- 3.1. Information regarding goods and services offered by Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna, as presented in catalogs, brochures, leaflets, or other materials, as well as on the Seller's website, is for advertising purposes only and does not constitute an offer within the meaning of the provisions of the Civil Code.
- 3.2. The basis for concluding an agreement is the submission of a written order through personal attendance, email, fax, or using the currently applicable sales program. The order must include full details about the product: dimensions, type of profile, glass, fittings, additional accessories, delivery date, approximate delivery method, and optionally, payment terms (if previously agreed upon in writing with an authorized person). The order must also include all Buyer details necessary for its execution. Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna will send the Buyer an order confirmation. The order confirmation will include at least: order specifications, product price, total order value, approximate delivery times, delivery/collection location and terms, and payment terms – unless otherwise agreed upon separately.

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- 3.3. The Buyer is obligated to verify the correctness of the received production order confirmation and compare it with their inquiry. The verification should include: compliance with dimensions / color / quantity / profile type / fittings / type of construction / inclusion of additional accessories. If an error is found in the received production order confirmation, it must be reported to the Sales Department to obtain a correction. Failure to provide feedback on the need to correct the production order lies with the Buyer, not Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna. Lack of feedback regarding the production order confirmation within 24 hours will be considered acceptance.
- 3.4. Cancellation of a production order by the Buyer is only permissible in exceptional circumstances. Such intent must be submitted in writing to establish the terms of cancellation with the Seller. The Seller reserves the right to charge the Buyer for actual costs incurred up to the point of cancellation, not exceeding the value of the order.
- 3.5. Any assurances, agreements, or guarantees provided orally by representatives of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna regarding sales, prices, delivery times, complaints, or offers are not binding and cannot serve as a basis for claims against the Company.
- 3.6. The Buyer is obligated to verify the correctness of the received offer and compare it with their inquiry. Verification should include compliance with dimensions / color / quantity / profile type / fittings / type of construction / inclusion of additional accessories. If an error is found in the received quotation, it must be reported to the Sales Department to obtain a correction. Failure to provide feedback regarding the need to correct the quotation, and thus using an incorrect cost estimate, is the Buyer's responsibility and not that of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna.
- 3.7. The submission of an order by the Buyer constitutes acceptance of these GTCS.

IV. PRICE AND PAYMENT TERMS

- 4.1. The price for the Product covered by the sales agreement shall be determined in the order confirmation based on the price list valid on the date the order is accepted or the offer prepared by the Seller. These are net prices – excluding VAT. The applicable VAT rate for the purchased Products, valid on the date of invoice issuance, shall be added to the determined net prices. A discount may be applied to the catalog prices if agreed upon separately between the Parties. The decision regarding the amount of the discount is made by the partners of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna. The price for the Product may be increased if the value of one of the components of the Product's price changes significantly, in particular, the price of components such as profiles, fittings, insulated glass, the exchange rate of the euro, or transportation costs. In such a case, the binding price is the price determined by the Seller no later than on the date of invoice issuance. A price change in accordance with the provisions of this section does not constitute an amendment to the agreement.
- 4.2. The Buyer is obligated to pay the total gross value of the order prior to the collection of the goods unless otherwise agreed by the Parties in the offer or order confirmation.
- 4.3. Payment of the price shall be made via bank transfer to the account indicated by the Seller on the VAT invoice or in another form agreed upon in the offer or sales agreement.
- 4.4. Payment is considered completed when the funds are credited to the Seller's bank account.
- 4.5. Filing a complaint does not exempt the Buyer from the obligation to pay for the Product within the agreed deadline.
- 4.6. In the event of delayed payment, the Seller will charge statutory interest for delay in commercial transactions.
- 4.7. In the case of payment delays by the Buyer to Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna, the Seller reserves the right to suspend the execution of subsequent deliveries without incurring any financial or legal liability.

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V. DELIVERY TERMS

- 5.1. The delivery of Products will be executed within the timeframe specified in the offer or order confirmation, based on the production capacity of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna.
- 5.1.1. Partial deliveries are permissible.
- 5.2. The delivery date may be subject to change in the following cases:
- Suspension of delivery due to reasons attributable to the Buyer,
 - Delay by the Buyer in payment for current or overdue orders,
 - Failure by the Buyer to provide the Seller with information necessary for delivery execution,
 - Force majeure events, including impediments to production caused by outbreaks of infectious diseases, natural disasters, etc.,
 - Exceeding the credit limit agreed upon by the Buyer,
 - Delays in the supply of goods by the suppliers of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna,
 - Unforeseen circumstances preventing production, both on the part of the Seller and its suppliers.
- 5.3. The place of delivery is:
- The Seller's headquarters – at the date confirmed by the Seller. Quantitative and qualitative acceptance shall take place prior to loading. The Buyer must provide transportation means appropriately adapted for transporting the goods. If loading is performed by the Seller, all risks associated with the goods transfer to the Buyer upon the commencement of loading by the Buyer.
 - The Buyer's headquarters or a location specified by the Buyer in the order – upon prior written confirmation by the Seller. If delivery of the goods by a delivery vehicle with a load capacity exceeding 3,5 tons is not possible, the Buyer is obligated to inform the Seller of this fact and/or designate a new unloading location compliant with traffic regulations. If the delivery route requires permits, the Buyer is obligated to provide the Seller with all necessary permits to facilitate the delivery without violating traffic regulations. Any fines imposed on the Seller due to improper unloading location planning by the Buyer will be passed on to the Buyer for settlement. In cases where delivery is carried out using the Seller's transport (under DAP Incoterms 2020, Buyer's headquarters), the Buyer is obligated to receive the ordered products on the agreed date and ensure the technically appropriate preparation and conduct of unloading at the delivery site, as well as quantitative and qualitative acceptance prior to unloading. All risks of damage or loss of goods transfer to the Buyer upon the commencement of unloading. The Buyer must inspect the shipment to determine whether it was visibly damaged during transport. In the event of visible damage, a damage report must be prepared with the carrier. If damage is discovered during unpacking, the Seller must be notified immediately, but no later than 24 hours from the delivery date. After this period, the goods are deemed accepted without reservations.
 - If the goods are not collected due to the Buyer's failure to make full payment or due to the inability to unload for reasons attributable to the Buyer, the Buyer shall bear the costs of storage and insurance at the rate of 60 EUR + VAT per day of delay, as well as the costs of re-delivery.
 - If the Buyer fails to collect the goods for more than one month from the agreed collection date, Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna may, at its discretion: store the uncollected goods at the Buyer's cost and risk, which does not exempt the Buyer from payment obligations for the goods, or sell the goods on the Buyer's account after setting an additional deadline for collection. Additionally, the Seller may seek damages under general principles.
 - The transfer of goods to the Buyer occurs based on a delivery document signed by both Parties. Signing the delivery receipt by an authorized person (an authorized person is considered to be anyone present in the designated unloading area who informs the driver of their readiness to unload the goods) signifies that the goods were delivered in the ordered quantity and are free from apparent defects.

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- 5.4. The packaging of goods by the Seller is carried out in a manner commonly used in the transport of window joinery. If the Buyer deems that the ordered goods require special packaging (e.g., cardboard boxes, wooden stands, crates), the costs of such packaging and packing are borne by the Buyer.
- 5.5. Transport stands (metal racks) used for transporting windows are the property of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna and must be returned within 14 working days. In the event of failure to return the racks, the Seller reserves the right to issue a VAT invoice at the rate of 250 EUR net per piece.
- 5.6. If the Buyer agrees to the delivery of goods with apparent defects (e.g., damaged or cracked glass, missing strips), the Buyer simultaneously commits to repair these defects at their own cost.

VI. OWNERSHIP RIGHTS AND WARRANTIES - SELLER'S LIABILITY FOR PRODUCT DEFECTS

- 6.1. Samples and templates should be treated as illustrative materials. Final products may differ in quality and color from the samples due to construction standards. The basis for assessing the aesthetics and quality of the products is the information contained in the brochures provided by the Seller at the Buyer's request.
 - 6.1.1. The aforementioned brochures contain guidelines or restrictions regarding the transportation, storage, installation, cleaning, and servicing of doors and windows.
- 6.2. The Seller provides a warranty for the ordered Products in accordance with the Warranty Card.
- 6.3. The Buyer is entitled to exercise warranty rights only based on the provided Warranty Card and only if the usage and maintenance rules for the sold Product, as defined by the Seller, are adhered to.
- 6.4. To process a complaint, the Buyer must submit a complaint form available on the Seller's website, providing precise product details to allow for product identification, a detailed description of any non-conformities in the delivery or defects in the goods, and attach photographic documentation. Complaints may also be submitted via email.
- 6.5. After meeting the conditions specified in section 6.4 above, the Seller undertakes to inform the Buyer of its position on the complaint within 14 business days of receiving the complaint. The Buyer must allow the Seller to examine the product and conduct an inspection at the Buyer's location.
- 6.6. If the complaint is accepted, the Seller will, at its discretion, replace the defective product with a new one free of defects or repair the product within an agreed timeframe. The replacement or repair of the product will occur within a period appropriate to the technical, technological, and availability capabilities of the claimed product component. If the product is replaced, the Seller will deliver the defect-free product to the Buyer's headquarters free of charge, without incurring additional costs.
- 6.7. In the case of unjustified complaints, the Buyer shall cover the Seller's costs related to the complaint submission.
- 6.8. Complaints regarding apparent defects, such as quantity discrepancies, glass damage, visible mechanical damage, profile deformations, etc., must be documented in writing at the time of receipt. Otherwise, it is assumed that the products were accepted without reservations.
- 6.9. Subject to mandatory provisions of law, the Seller is only liable for actual damages caused by willful misconduct or gross negligence, excluding lost profits. The Seller's liability towards the Buyer is limited to the value of the claimed product.
- 6.10. The Seller is not liable for any damages resulting from improper design, transportation, storage, or assembly of the goods by the Buyer, which may have directly or indirectly contributed to the damage of the goods or caused an accident. The Seller is also not liable for damages resulting from the use of inappropriate chemicals, assembly materials, mechanical damage, or the effects of aggressive environmental factors.
- 6.11. The Seller is not liable for the misuse of items contrary to their intended purpose and properties.

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- 6.12. The Buyer may remove defects at the expense of Fabryka Okien PCV "FOREST" M. Świercz, P. Bożek Spółka Jawna only after obtaining prior written consent from the Seller.
- 6.13. In the case of goods delivered within the borders of the Republic of Poland, the Seller's warranty liability does not extend beyond its borders.

VII. WARRANTY

The Parties hereby exclude all liability of the Seller and all rights of the Buyer under warranty for defects.

VIII. FORCE MAJEURE

- 8.1. The Seller shall not be held liable for failure to perform or improper performance of the delivery if it results from extraordinary events beyond the Seller's control.
- 8.2. Force majeure includes, in particular: natural disasters, wars, social unrest, shortages of raw materials, transportation shortages, strikes, unforeseen events disrupting the production process, including large-scale infectious diseases.
- 8.3. The Seller shall promptly notify the Buyer of the occurrence of an obstacle preventing the delivery. In such a case, the Seller shall be entitled to withdraw from the agreement without any compensation obligations towards the Buyer.

IX. FINAL PROVISIONS

- 9.1. The law applicable to these GTCS is Polish law.
- 9.2. Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law.
- 9.3. The competent court for resolving disputes arising from the application of these GTCS shall be the court having jurisdiction over the Seller's registered office.
- 9.4. The invalidity or ineffectiveness of certain provisions of these GTCS does not affect the validity or effectiveness of the remaining provisions.
- 9.5. The Seller has the right to store and process the Buyer's personal data for purposes related to the execution of the sales agreement.
- 9.6. Any amendments to these GTCS must be made in writing under pain of nullity.
- 9.7. The Buyer may not, without the Seller's consent, disclose knowledge and information obtained through business dealings with the Seller that are considered trade secrets to third parties.
- 9.8. These GTCS come into force on **March 11, 2022**.

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