

GENERAL SALES CONDITIONS

I. GENERAL PROVISIONS

1. "Bob-Rollo" Sp. z o.o. (hereinafter referred to as the "Producer") carries out a business acting pursuant to an entry in the register of entrepreneurs kept by the District Court in Gdańsk under the KRS number 0000163263.
2. The Producer is a professional entrepreneur operating in the range of manufacturing and selling of windows and doors from PVC and aluminum and other goods included in the Producer's commercial offer (hereinafter referred to as "Products").
3. General Sales Conditions of the products for domestic and foreign customers (hereinafter referred to as "GSC") define rules and regulations of cooperation between the parties regarding the sale of products by the **Producer** to the **Client**.
4. Information published on the **Producer's** website do not constitute an offer within the meaning of the Civil Code, and are only an invitation to place orders.
5. By placing an order the **Client** recognises GSC as an integral part of the agreement concluded with the **Producer**.

II. ORDERS

1. **The Client** submits to the **Producer** a request for proposal regarding the products verbally (in person or by telephone) or in writing, via fax or email.
2. The request shall include: the amount, type and full specification of the ordered products. The deadline indicated by **the Client** in the request is not binding for **the Producer**.
3. In response to the Client's inquiry **the Producer** prepares an Offer which is provided to the Client personally or via fax or e-mail. Each offer includes the quantity, type, full specification of the products, delivery time and the validity of the offer.
3. Before confirming the offer and sending it to the execution as an order, the **Client** is obliged to check its compatibility in terms of quantity, type of product, size, colour and other elements of the order.
4. The Producer offers to the **Client** the ability to perform a professional measurement. For regional **Clients** (Pomorskie Province), measurement is performed free of charge. For other clients (home and abroad), the cost and date of measurement is set with **the Client** individually.
5. In the case of making a measurement by the **Producer**, a responsibility for dimensional integrity shall lay with the **Producer**.
6. In the event that the PRODUCER makes a measurement and the CLIENT decides not to use assembly services by the PRODUCER, the CLIENT is liable for the measurement compliance.
7. In the case of making a measurement by the **Client**, a responsibility for dimensional integrity shall lay with the **Client**.
8. Concluding individual sales agreement comes into effect at the moment of:
 - a) **Producer's** written confirmation of the offer, which is submitted by the **Client** via e-mail or by fax.
 - b) Concluding written agreement between the **Producer** and the **Client**.
8. preparation of written Order defining the characteristics of ordered products, signed by each party.
9. **The Producer** shall have the unilateral right to demand from the **Client** advance payment as a condition for concluding an individual sales agreement, in reference to the placed order, in the amount indicated by the **Producer**, under pain of refusal to accept the order.
10. In the case of the lack of payment within the determined deadline, **Producer** has the right to refuse the acceptance of an order.
11. **The Client** may cancel or make changes to the order, provided that the order is no longer in the implementation phase.

III. PRICES AND PAYMENTS

1. Product prices are compatible with the price list applicable on the day of submitting a request. In the case of price changes, the **Producer** shall provide information about changes to the Client 7 days in advance.
2. **The Producer** may give the **Client** a discount which is a discount from net rate of **the Producer's** list prices. The discount is determined individually with the **Client**.
3. Payment for the products will be made:
 - a) via transfer to the Producer's account, within the deadlines set individually with the Client,
 - b) by cash provided upon delivery / installation of the products.
4. The delay in the payment of any required payments due entitles the **Producer** to halt deliveries and withdraw from implementing the subsequent orders.
5. In the case of the delay in payments statutory interests will be accrued.
6. Filing a complaint does not relieve the **Client** from the obligation to pay the price for the products in full amount.

IV. DELIVERIES

1. If the **Producer** requests an advance payment, the deadline to manufacture the ordered products is determined individually and is calculated from the date of receipt of an advance payment for ordered products on the **Producer's** account or to the cashier's,
 2. In other cases, the date of manufacturing is determined with the **Client** individually, and is counted from the date of order confirmation / conclusion of the agreement.
 3. Delivery conditions, including conditions of service installation will be determined individually for each order.
 4. **The Producer** undertakes to deliver the products / install the product in accordance with the terms of the order / agreement.
 5. **The Producer** determines the following principles of responsibility for the products delivery:
 - 5.1 In reference to the products transported by the **Producer's** own transport, the **Producer** bears the risk of damage or loss of products until the start of unloading the products by the **Client**. From the beginning of unloading the delivered products, the **Clients** bears the liability for any damage or loss of the products.
On the **Client's** request the **Producer** can unload the products on its own, including through the use of specialized equipment, however, an additional written agreement between the Producer and the Client is required for this purpose.
 - 5.2 In relation to the products transported by the **Client's** own transport or by a third party, **Producer's** liability for loss or damage to the products ends at the moment of their loading on the particular mean of transport. Liability for damage or loss products is transferred to the **Client**.
 - 5.3 In regard to the products prepared for installation by the **Producer**, the **Producer's** liability for any loss or damage of the products ends when they are installed or, in the case of the installation which is staggered, when they are transferred to the **Client**.
- Products should be stored under cover, in dry, well-ventilated rooms, and should be protected from direct exposure to adverse weather conditions. **The Producer** is not liable for any defects and inconsistencies caused by improper storage of the products.

V. WARRANTY

1. **The Producer** warrants the products ordered under the terms of the warranty card attached to the product and in the General Conditions of Warranty available on the website of the **Producer**.

VI. FINAL PROVISIONS

1. GSC has been prepared in various language versions, equally authentic. In the case of a dispute between the Parties, Polish version prevails.
2. The Agreement between the Parties, including issues relating to their conclusion, performing and termination are subject to Polish law. Any dispute resulting from this Agreement shall be settled by a court having jurisdiction over the Producer's registered office.
3. **The Producer** reserves the right to alter the provisions of GSC. Any changes of GSC are valid from the date of their publication on the Producer's website, with the stipulation that the agreements concluded between the Parties shall be subject to the provisions of GSC applicable in the day of accepting an order / conclusion of an agreement.