

GENERAL TERMS AND CONDITIONS OF THE SALE OF GOODS AND SERVICES BY KADET IZOLACJE OGNIOTRWALE

§ 1 General provisions

1. These general terms and conditions of the sale of goods and services, hereinafter referred to as GTCS, define the principles of the parties' co-operation regarding the sale of goods and services offered by KADET IZOLACJE OGNIOTRWALE /hereinafter referred to as KADET/ to Buyer.
2. As defined by these terms and conditions, Buyer is an entrepreneur, i.e. a legal person, an organisational entity without legal personality or a physical person running a business on the basis of a relevant entry in the Register of Business Activity, who is engaged in economic or professional activity on their own behalf.
3. These General Terms and Conditions of Sale define principles for concluding contracts of the sale of products and services provided by Kadet and are an integral part of all sale and service agreements concluded by KADET and Buyer. In GTCS KADET and Buyer are jointly referred to as Parties.
4. These General Terms and Conditions of Sale become binding for the Parties as soon as Buyer accepts Kadet's offer containing a link to the website where the aforesaid GTCS are presented.

§ 2 Terms and conditions of the sale of goods and services

1. KADET products are manufactured and services are provided based on individual orders, the fulfilment of which usually requires a descriptive technical documentation to be prepared. Buyer places an order in a manner specified in § 2 subparagraph 4 of these General Terms and Conditions of Sale, on the basis of an offer provided by KADET in writing, either electronically or by fax.
2. An offer shall contain at least:
 - a) initial specification of products and services,
 - b) net price expressed in PLN or Euro,
 - c) payment terms, including payment date,
 - d) estimated date of contract completion.
3. Unless otherwise specified in the offer, it remains binding for 30 days.
4. Buyer's order should specify at least:
 - the offer it refers to,
 - specification of products or services, in accordance with the markings contained in the offer,
 - required term of product delivery or service provision, not shorter than the projected term specified in the offer,
 - name and surname of the person responsible for product receipt
 - product delivery place
5. Any obvious mistakes, typographical errors, mistakes made in the warehouse, accounting errors shall not provide Buyer with grounds to make claims.
6. An agreement between the Parties is concluded in accordance with the terms specified in the order confirmation by KADET and resulting from GTCS. The agreement shall be deemed concluded when the offer is accepted without any reservations. Any

changes and supplements to the agreement must be made in writing /or in an email/ and shall otherwise be null and void. Any offer and design documentation is the property of KADET and without KADET's written consent cannot be copied or made available to third parties under penalty of law.

7. Before concluding an agreement, KADET reserves the right to request the following from Buyer:
 - a) an updated transcript from the Register of Entrepreneurs of the National Court Register or a hard copy from Central Business Register and Information Service (CEIDG),
 - b) decision on the assignment of Statistical Identification Number (REGON),
 - c) decision on the assignment of Taxpayer's Identification Number (NIP),
 - d) identity documents of persons concluding the agreement.
8. Before proceeding to fulfil the order, KADET reserves the right to request that Buyer establishes a security in the form of:
 - a) bank guarantee
 - b) insurance policy
 - c) documentary credit
 - d) assignment of claims
 - e) promissory note with "no protest" clause
 - f) third party guarantee
9. The term of contract completion specified by KADET in the offer /order confirmation/ may be prolonged in case of any contingency beyond the control of KADET, in particular in the event of force majeure.
10. Buyer shall appoint a competent representative to collect the subject of agreement within the term specified by KADET.

§ 3. Price and payment terms

1. The offer contains only net prices expressed in the relevant currency. Each time VAT shall be added to the price at a currently binding rate.
2. The prices do not include the costs of measurements, installation and transport unless otherwise agreed in writing by the Parties.
3. Buyer is obliged to make payments to Kadet within the prescribed term, to the account specified on the invoice unless the Parties agree otherwise. In the event of delays in payment KADET may charge statutory interests.
4. The payment date is considered the date when KADET's bank account is credited.
5. KADET has a right to withhold all or some of the agreements concluded with Buyer and refuse to process new orders placed by Buyer in the event the settlement of invoices due for payment is delayed.
6. Buyer authorises KADET to issue VAT invoices without the signature of an authorised person and to collect them on behalf of Buyer as well as sending them to the correspondence address specified by Buyer. The Parties can also agree to issue electronic invoices.

§ 4 Proprietary right

KADET reserves the title to the goods being the subject of the sale agreement until the total amount has been paid by Buyer.

§ 5 Risk

1. The risk of accidental loss or damage to the goods is transferred to Buyer as soon as the goods have been released. In the event the merchandise is to be sent by KADET to a place specified by Buyer, the merchandise is considered released after it has been entrusted to the carrier.
2. If Buyer's receipt of merchandise is delayed due to reasons attributable to Buyer, the risk of accidental loss or damage of goods is transferred to Buyer on the day following the previously established date of receipt.
3. In the event the goods are delivered to their destination via a carrier, Buyer shall immediately check the products shipped for defects, losses and other kinds of damage in a manner accepted for such shipment. If Buyer finds that a loss or damage to the merchandise occurred in transport, he shall immediately undertake any and all actions necessary to establish the carrier's liability; in particular Buyer shall draw up an acceptance protocol specifying the extent of damage. In such a case Buyer is also obliged to notify KADET, no later, however, than on the working day following the delivery date, under the pain of losing the right to claim compensation from KADET on these grounds.

§ 6 Guarantee and warranty

1. KADET provides Buyer with a guarantee for products sold for a period of 24 months from the date of product delivery unless otherwise specified in the agreement.
2. KADET is obliged to remove at its cost the physical defects of the product or provide a product free of defects if such defects are revealed in the guarantee period and result from: defective construction, application of improper materials and improper workmanship. KADET shall decide whether a faulty product should be repaired or replaced.
3. The guarantee does not apply to product defects or damage caused by:
 - improper use, unauthorised installation and tampering by third parties
 - improper storage, application or operation
 - influence of external factors, such as: mechanical, thermal and chemical damage /not specified in the agreement/
4. Liability under warranty shall be excluded.
5. Any services after the guarantee period can be provided by KADET based on principles individually agreed by the Parties, against separate remuneration.
6. KADET shall be liable towards Buyer for the manufacture and installation of the product only if measurements before order acceptance were taken by KADET employees. KADET shall not bear any responsibility for proper installation of the product in the event the manufacture of this product was based on data /e.g. technical drawings and measurements/ provided by Buyer.
7. If, after measurements have been taken, the insulated devices are subjected to modification preventing proper installation of the product, KADET's liability shall be automatically excluded.
8. KADET shall not be liable for the correctness of data determining proper functioning of a product if this product has been manufactured on the basis of data /e.g. technical drawings and measurements/ provided by Buyer.

§ 7. Agreement termination

1. KADET has the right to terminate the agreement with immediate effect in the event any contractual provisions have been breached and Buyer continues to infringe the agreement despite being provided with a cease and desist letter and an additional reasonable term to cease the infringing activities.

§ 8. Final provisions

1. Neither Party shall be responsible for failure to perform or for improper performance of its contractual obligations due to force majeure. Force majeure shall be understood by the Parties as an extraordinary event beyond the control of a given party, which was impossible to predict or prevent, also if its avoidance would have required taking steps the costs of which would have exceeded benefits; in particular, force majeure events include: war, natural disasters, such as earthquakes or flood, explosion, fire, etc.
2. These General Terms and Conditions are an integral part of each agreement of sale /provision of service/ and are fully valid and applicable unless otherwise specified in the agreement of sale.
3. Any disputes which might arise from the concluded agreements as well as any doubt regarding the application of agreement as well as the Parties' rights and obligations shall be settled amicably. If, however, the Parties fail to settle the dispute amicably, it shall be resolved by a court having competent subject matter jurisdiction over KADET.
4. In the event any of the provisions contained in these General Terms and Conditions or in the remaining legally binding agreements is or might become ineffective or unenforceable in the future, the remaining provisions of these General Terms and Conditions and the agreement shall remain unaffected.
5. These General Terms and Conditions of the Sale of Goods and Services are subject to Polish law and Polish law provisions shall be applicable to any issues which are not covered by GTCS.