

**GENERAL TERMS AND CONDITIONS OF SALE OF
PRZEDSIĘBIORSTWO PRODUKCYJNO-HANDLOWE VITBIS
SPÓŁKA Z O.O. WITH ITS REGISTERED OFFICE
IN ZŁOTORYJA, FOR CLIENTS NOT BEING CONSUMERS IN
DOMESTIC AND FOREIGN TRADE.**

1. These General Terms and Conditions of Sale, hereinafter referred to as the GTCS, shall be applicable to all sale agreements concluded by and between Przedsiębiorstwo Produkcyjno-Handlowe VITBIS Spółka z ograniczoną odpowiedzialnością, a limited liability company with its registered office in Złotoryja, hereinafter referred to as the “Seller”, and the entrepreneurs and institutional clients, including those with their registered office located abroad. They are not applicable to the contracts concluded with consumers.

1.2. The GTCS shall take precedence over any and all general terms and conditions of purchase or other regulations of this type effective at the Purchaser’s.

1.3. These GTCS shall be fully accepted by the Purchaser upon placing the order unless the parties agree otherwise.

1.4. If the Purchaser has made a purchase pursuant to the GTCS for the first time, then it shall be deemed that the Purchaser also accepts them for any other agreements unless the parties agree otherwise.

2. The goods are delivered *Ex Works* - the Seller’s premises, and the charges related to the goods and the risk of accidental loss or damage are transferred to the Purchaser upon making the goods available at the Seller’s premises, or possibly in another place specifically agreed by the parties.

2.1. At the Purchaser’s specific request, the Seller may contract a third party or a shipping company to transport the purchased goods, and such a receipt of the goods is deemed to be the goods issue at the Seller’s premises (warehouse). The Seller shall charge the Purchaser the costs of transport pursuant to a separate invoice.

2.2. Any and all damage or defects of goods upon their receipt at the Seller’s premises or in another agreed place shall be verified by the Purchaser or a carrier acting pursuant to the order referred to in point 2.1 above, and shall be noted down in a document having the form of a record.

3. Each payment for the goods made upon placing the order or within its lead time before the delivery of the goods shall constitute an advance payment on account of the price payment.

3.1. The Seller may make the delivery conditional on the advance payment or another security made by the Purchaser.

3.2 The Seller may refuse the sale if the Purchaser delays the payments or may postpone the delivery until all required amounts due are paid.

3.3. The fact of filing a complaint by the Purchaser does not influence the payment date and the price for the sold goods. The Purchaser shall not deduct any of the amounts due to the Purchaser from the Seller from the amounts due to the Seller under the sale agreements.

4. The Purchaser's rights arising from the guarantee and warranty shall oblige the Seller only to perform substitute deliveries.

4.1. Complaints concerning hidden defects or damage that cannot be discovered upon the receipt of the goods shall be filed within 3 days of the date of their discovery but not later than within 5 days of the delivery date.

4.2. In the case of each complaint, the basis for the examination of the complaint is a document in the form of a complaint record and photographic documentation.

5. Given the specificity of the goods and the manner of their manufacturing, the Seller shall not be liable for the differences in colour and minor differences in the pattern in comparison with the pattern of the goods displayed at the website, in the catalogue, folder, advertising material, or the pattern made available to the Purchaser in any other way (at fairs, at the Seller's premises, etc.) before placing the order.

5.1. The Seller shall not be liable for the cases of damage or cracks that occur upon the receipt of the goods excluding the situations when the Purchaser proves that the defect covered by the complaint resulted from the reasons attributable to the Seller.

5.2. The Purchaser shall not be entitled to any further claims arising from the provisions of the law towards the Seller apart from the claims and complaints specified in the GTCS.

6. The Seller may withdraw from the agreement if there are any obstacles to its performance caused by the Force Majeure.

6.1. The Purchaser may withdraw from the agreement if the Seller exceeds the deadline for the fulfilment of the order by more than 2 weeks and does not keep the additional deadline for performing the order which is not shorter than 10 days.

7. Any and all disputes arising from the performance of the sale agreements concluded based on these GTCS shall be referred by the parties to the court of general jurisdiction over the Seller's registered office.

7.1. The law applicable to the agreements concluded based on these GTCS shall be the law of Poland.

Appendices:

- 1. notification of complaint**
- 2. complaint record**
- 3. general recommendations in the scope of transport of the goods and their admitting to use.**