

## General terms and conditions of delivery

in force in Przedsiębiorstwo Produkcyjno Handlowo Usługowe ATUT Andrzej Rutkowski

### § 1 General provisions

1.1. General terms and conditions of delivery (hereinafter referred to as GTCs) standardise the rules for the conclusion and implementation of sales contracts, for delivery and provision of services by Przedsiębiorstwo Produkcyjno Handlowo Usługowe ATUT Andrzej Rutkowski with its registered office in Tomaszów Mazowiecki, ul. Górna 14, NIP (VAT No.) 773 001 70 57 (hereinafter referred to as ATUT) for the benefit of other entities (hereinafter referred to as Buyers).

1.2. The GTCs are an integral part of all contracts for the delivery of goods, sales and provision of services by ATUT, and in case when the parties have agreed their rights and obligations in the form of a separate written contract, the provisions of such a written contract shall apply first and foremost, and the provisions of these GTCs shall apply only to the extent not regulated in the contract. No provisions or terms proposed by the Buyer or any representations, declarations, warranties or other statements not contained in ATUT's offer or order confirmation or explicitly accepted otherwise in writing by ATUT shall be binding on ATUT. These GTCs shall cease to be effective upon their replacement by ATUT.

1.3. The Buyer is obliged to read the provisions of these GTCs before the final agreement on all essential elements of the contract, and at the latest at the time of signing the contract (provided that it has been made in writing) or placing the order. The GTCs are publicly available on the website: [www.atutmeble.eu](http://www.atutmeble.eu) and at ATUT's registered office.

1.4. The GTCs do not apply to contracts concluded with the participation of consumers.

1.5. The Buyer being a natural person, by placing an order under the terms of these GTCs, declares that due to the purpose of the purchased goods only for his/her professional use in his/her business activity:

a) each contract for the sale or supply of goods (intended exclusively for professional use in the Buyer's business activity), regardless of the manner of concluding the contract, has a professional nature for the Buyer, regardless of the subject of the Buyer's business activity, made available on the basis of the provisions of the Central Register and Information on Business Activity;

b) in relations between the Buyer and ATUT, the provisions of Article 385<sup>5</sup>, Article 556<sup>4</sup>, and Article 556<sup>5</sup> of the Civil Code of 23 April 1964 (hereinafter referred to as the Civil Code) and Article 38a of the Consumer Rights Act of 30 May 2014 shall not apply.

### § 2 Orders

2.1. The condition of concluding the contract is placing an order by the Buyer (in writing or e-mail) and its acceptance by ATUT. An order shall be deemed properly placed if it is signed by persons authorised to represent the Buyer or having an appropriate power of attorney. An order shall be deemed accepted at the moment of sending to the Buyer a written confirmation of acceptance of the order by ATUT by one of the following means: registered letter, electronic correspondence.

2.2. ATUT may accept the order in whole or in part.

2.3. When placing an order, the Buyer, upon request of ATUT, shall present copies of the following documents: current excerpt from the Register of Entrepreneurs of the National Court Register (KRS) or Central Registry and Information about Business Activities (CEiDG), a decision on assigning a REGON (National Official Business Register No.).

2.4. The obligation to present the documents listed in paragraph 3 does not apply to orders placed by Buyers who remain in a permanent business relationship with ATUT.

2.5. ATUT may make the acceptance of the order conditional upon the Buyer making the prepayment necessary to

complete the order. In such case ATUT shall issue an "Advance Invoice" referred to in § 6 section 6.2. of these GTCs.

2.6. Cancellation or modification of the order may take place in the form provided for its submission on the day of order confirmation by ATUT or by 8:00 a.m. the next day. Cancellation or modification of the order after the expiry of the above deadline, but not later than the deadline for the performance of the contract can only take place with the written consent of ATUT and on the terms agreed in a separate agreement.

### §3 Prices

- 3.1. Prices of goods are given in ATUT's price lists sent or otherwise delivered to the contractors and are binding until a new price list is issued. VAT is added to the prices listed in the price lists.
- 3.2. Prices indicated in ATUT's price list of goods and services include the selling price of the goods and the costs of packaging the goods. The price does not include costs related to the transport of the goods from the ATUT warehouse and the assembly of the ordered goods in the place indicated by the Buyer.
- 3.3. Assembly of the ordered goods constitutes a separate item of each order and the price list; however, it is necessary to conclude a separate written agreement in order to determine the contractual conditions for the assembly.
- 3.4. Individual offers are made on the basis of drawings, projections, photos or measurements of the rooms intended for development and based on consultations with the Buyer.
- 3.5. Each individual offer shall include a calculation of furniture production, including possible transport and assembly.
- 3.6. The cost of preparing the individual offer and a possible change of the individual offer will be each time agreed upon with ATUT's representative.

### § 4 Deadlines for order completion, delivery of goods

- 4.1. The deadline for order execution, from the moment of confirmation by ATUT of order acceptance, shall be specified in the order confirmation.
- 4.2. In case of failure to specify the method of collecting the ordered goods in the content of the order within 3 (three) days before the planned delivery of the goods, ATUT shall agree with the Buyer by phone or e-mail on the method of delivery of the goods, as well as the date and time of delivery of the goods and their possible assembly.
- 4.3. Before placing an order, the Buyer shall be obliged to carry out necessary measurements and tests of the rooms, walls and surfaces where the goods are to be delivered. The Parties may individually agree that appropriate measurements and verifications shall be carried out by ATUT's representative.
- 4.4. Unless the parties have agreed otherwise, the delivery of the goods shall take place at the expense of the Buyer in accordance with commonly agreed forwarding rules. It is possible to deliver the goods to the place indicated by the Buyer by ATUT transport or order the transport service to a transport company. The goods may be collected only by authorised persons.
- 4.5. ATUT undertakes to take care that the ordered goods are delivered to the Buyer without delay. Delays in the delivery of the goods cannot be the basis for any claims of the Buyer against ATUT, in particular claims for damages or withdrawal from the contract.
- 4.6. ATUT shall not be liable for any loss, change or damage to the goods caused during transport performed by a transport company. Damage to the goods caused during transport by a transport company does not release the Buyer from the obligation to pay for the goods and does not entitle the Buyer to demand the delivery of goods free from defects or to demand compensation. ATUT shall be liable for any loss, change or damage to the goods occurring during the delivery of the goods by ATUT transport only to the extent of the damage actually suffered. ATUT shall not be liable for any damage other than damage caused to the subject of delivery. In particular, ATUT shall not be liable for lost profits and other property damage of the Buyer and its contractors.

4.7. At the express request of the Buyer, ATUT shall insure the transport of goods under the conditions and at the expense of the Buyer.

4.8. 4.8 In case of doubt, it is acknowledged that the place of performance of the contract is the seat of ATUT in Tomaszów Mazowiecki.

## § 5 Force majeure

The performance of ATUT's obligations under the Contract shall be suspended without liability if and to the extent that their performance is impossible or delayed due to any circumstances beyond the reasonable control of ATUT, in particular in case of: force majeure, not attributable to ATUT, disruptions in the functioning of the manufacturing plant, war, armed conflict or terrorist attack, riots, fire, explosion, accident, flood, shortage of supplies of electrical energy, earthquake, hurricane, epidemic and other events of nature forces which could not be foreseen, sabotage; decisions or actions of authorities or disputes with employees, strike, lock-out, blockade of roads, port or other commonly used entry or exit sites or court order or ban. ATUT shall immediately inform the Buyer about the reason for the delay and the new expected date of order processing.

## § 6 Terms of payment

6.1. The Buyer shall pay the price within the time limit specified in the contract or on the VAT invoice, and in the event of failure to agree on the time limit for payment in the above manner within – 14 days of the date of issue of the VAT invoice.

6.2. In case of sale with prepayment, ATUT shall issue a "pro forma invoice", which will specify the amount of the prepayment necessary to complete the order. After the amount resulting from the "pro forma invoice" is credited to ATUT's bank account or the Buyer makes a cash payment, ATUT shall issue an "advance invoice".

6.3. The Buyer becomes the owner of the ordered goods upon full and timely payment for the goods. ATUT reserves the ownership of the sold goods within the meaning of article 589 of the Civil Code.

In case the Buyer fails to make the payment within the specified time limit, ATUT is entitled to demand from the Buyer the return of the unpaid goods. ATUT may also claim damages if the goods have been used up or damaged, in particular if the value of the goods received from the Buyer is lower than the amount of payment specified on the appropriate VAT invoice.

6.4. The demand and receipt of the goods by ATUT does not mean – unless ATUT makes an explicit statement to the contrary – withdrawal from the contract by ATUT, but only constitutes security for the fulfilment of the Buyer's obligations towards ATUT.

6.5. The date of crediting ATUT's bank account with the appropriate amount of money shall be deemed to be the date of payment by the Buyer.

6.6. The Buyer does not have the right to make deductions against ATUT, unless the Buyer obtains ATUT's written consent to do so.

6.7. In case the Buyer exceeds the payment deadline for the received goods resulting from at least one VAT invoice, ATUT is entitled to demand immediate payment of all VAT invoices the payment term of which has not been exceeded yet.

6.8. A complaint does not entitle the Buyer to withhold payment for the delivered goods or a part thereof.

6.9. The Buyer authorises ATUT to issue invoices without signature.

## §7 Returns

- 7.1. The return of the goods may only take place after prior arrangement and after obtaining ATUT's written consent.
- 7.2. The Buyer may submit a request for the return of goods within a deadline of 10 days from the date of issue of the VAT invoice for the goods covered by the request.
- 7.3. Returned goods must not have features indicating their use, and must be undamaged, free from defects, accompanied with a set of documents and in the original packaging.
- 7.4. The costs related to the return of the goods shall be borne by the Buyer and subject to payment of the amount of compensation agreed with ATUT.

## § 8 Warranty and guarantee

- 8.1. ATUT is liable under warranty for defects only according to the rules specified in these GTCs. The warranty for defects provided for in the Civil Code shall be modified in accordance with the provisions of this paragraph of the GTC. Any further liability under the warranty for defects pursuant to Article 558 § 1 of the Civil Code shall be excluded.
- 8.2. Upon receipt, the Buyer is obliged to inspect the goods covered by the delivery as to their conformity with the quantity and type specified in the contract or in the VAT invoice and as to their quality under pain of loss of warranty rights in relation to the defects found. The acceptance report drawn up in the presence of a transport company's employee or ATUT's employee is the only basis for the acceptance of possible complaints.
- 8.3. In case of detection of any defects in the goods being the subject of the contract, the Buyer is obliged to notify ATUT about them immediately, but no later than within 7 days from the date of their detection in writing and additionally or e-mail. In the complaint the Buyer shall describe in detail the name of the goods, the scope of the defects, the circumstances and date of their occurrence and the proposal to proceed with the goods in the event that the complaint is accepted by ATUT. If necessary, the Buyer shall attach photographic documentation of the goods in accordance with ATUT guidelines.
- 8.4. ATUT shall not be liable for defects in the goods resulting from: repair, maintenance or operation by unauthorised persons, failure to observe the rules of proper operation, storage of goods in inappropriate conditions, resulting from natural wear and tear, faulty assembly of the goods by the Buyer.
- 8.5. In case the complaint is considered justified, ATUT may at its own discretion: replace the goods with new goods free from defects within a reasonable time depending on the capabilities of ATUT and the needs of the Buyer at the expense of ATUT, reduce the price taking into account the defect found if, despite the defect, the goods are fit for use, or remove the defect at the expense of ATUT. The parts obtained from the repair under warranty become the property of ATUT. The handling of the case in this way excludes the possibility of seeking further compensation from ATUT.
- 8.6. Until the final investigation of the complaint, the Buyer shall store the goods being the subject of the complaint in a manner that prevents their possible damage and enables the inspection and possible taking of samples by ATUT's representative in the event that ATUT decides that it is also necessary to provide samples of the goods for the investigation of the complaint.
- 8.7. ATUT shall have the right to withhold handling any warranty claims made by the Buyer until all outstanding receivables towards ATUT have been settled by the Buyer. By accepting this procedure, in the event of reporting a defect, the Buyer shall waive its right of set-off.
- 8.8. ATUT, regardless of any warranty rights, may grant the Buyer a guarantee for the goods included in the delivery. The guarantee period is calculated from the date of sale. The conditions of the possible guarantee are the result of the content of a separate statement made by ATUT in writing only.

## § 9 Limitation of liability

9.1. ATUT's total liability for non-performance or undue performance of the obligations as well as tort liability in relation to one or all events is limited to 100% of the net value of the goods with the supply of which the damage is associated or which are the subject of the non-performed contract.

9.2. ATUT shall not be liable for any damages, claims or demands based on any grounds and shall not be liable under any circumstances for any loss of profits, loss of contracts, increase in costs (including capital, fuel and energy costs), loss of revenue, loss of use, loss of data or for any damage whatsoever, indirect or consequential.

## §10 Personal data protection

10.1 By concluding a contract of sale, contract for delivery or provision of services, the Buyer agrees to the processing of personal data to the extent including: first name, surname, company name, registered office, telephone numbers, e-mail addresses by ATUT as Personal Data Controller, for purposes related to the performance of the contract of sale or delivery or provision of services - to the extent regulated in the content of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

10.2 ATUT declares that personal data will be processed for the following purposes:

- performance of the concluded sales contract, delivery contract or provision of services (Article 6(1)(b) of the GDPR),
- issuing invoices, keeping and storing accounting records (Article 6(1)(c) of the GDPR),
- archiving (evidential) purposes in the event of a legal need to prove facts and for the possible establishment, investigation or defence against claims, which constitutes a legitimate interest (Article 6(1)(f) GDPR). ATUT declares that the data will be processed until the end of the period of limitation for potential claims under the contract. Data contained in invoices will be processed until the end of the period for which accounting records are required by law to be kept.

10.3 The Buyer shall have the following rights in relation to the processing of personal data:

- the right of access to his/her data and to receive a copy thereof,
- the right to rectify (amend) his/her data,
- the right to erasure of data,
- the right to restrict data processing,
- the right to object to the processing of data - unless the basis for the ATUT's processing of data overrides the Buyer's rights or the Buyer's data are necessary to establish, assert or defend claims,
- the right to data portability,
- the right to lodge a complaint to the supervisory authority.

10.4 In order to exercise their rights, the Buyer should address their specific request to the following e-mail address: [biuro@atutmeble.eu](mailto:biuro@atutmeble.eu).

## § 11 Final provisions

11.1 The contracts concluded by ATUT with the Buyer are subject to the law of the Republic of Poland. The relevant provisions of the Civil Code and other acts shall apply to matters not regulated by the contract and these GTCs. These GTCs exclude the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on 11 April 1980.

11.2 The Buyer undertakes to immediately notify ATUT in writing of any change of its registered office or place of residence and the address for the delivery of correspondence. Failure to give notice shall mean that service effected at the addresses specified in the given order or in the signed contracts or other agreements shall be deemed to have been made successfully.

11.3 Any disputes that may arise between the Parties in connection with the performance of the contract, the content of which is shaped by the provisions of these GTCs, shall be resolved amicably as far as possible (which does not constitute an arbitration clause within the meaning of the Code of Civil Procedure), and ultimately in court.

11.4 All court cases shall be subject to the jurisdiction of the Polish courts and shall be settled by the common court competent for ATUT as of the date of filing the claim. Notwithstanding the above, ATUT shall be entitled to sue the Buyer in the court of its registered office/place of domicile.

11.5 In the case of exclusion from the GTCs of any of the provisions on the basis of a separately concluded contract specified in § 1 section 1.2, the remaining provisions shall remain in full force and effect.

11.6 The current version of the GTCs is always available on the following public website: [www.atutmeble.eu](http://www.atutmeble.eu).

11.7 The Buyer shall not have the right to transfer its rights or obligations under these GTCs without the prior written consent of ATUT.

11.8 If any provision of these GTCs is or becomes ineffective in whole or in part, the validity of the remaining provisions of these GTCs shall not be affected. If a provision is invalid or ineffective, it shall be replaced by another provision which as closely as possible reflects the intended economic purpose of the invalid provision.

11.9. The Buyer undertakes to keep confidential any commercial, financial, legal, technical and technological information obtained in cooperation with ATUT which may constitute a trade secret.