

*GENERAL TERMS AND CONDITIONS OF SALES OF KONSPORT*  
*Version of 04.01.2021*

**I.DEFINITIONS**

1. GTCS – General Terms and Conditions of Sales – the regulations which define general terms and conditions of commercial relations between the entities, the Seller (Konsport Majewscy spółka jawna (general partnership)) and the Purchaser/Distributor.
2. The Seller/Manufacturer - Konsport Majewscy spółka jawna (general partnership)  
Dobków 1, 98-105 post office Wodzierady  
**KRS[Nat'l Court Register]: 0000904413**  
**REGON[Nat'l Business Register]: 389090757**  
**NIP [Tax ID]: 8311641567**
3. The Purchaser/Entrepreneur – a natural person, legal person, an organizational unit without legal capacity, to whom separate provisions grant legal personality, which has legal capacity under separate provisions, which carries out economic activity on its own behalf. The method of contact is via electronic means - e-mail or in person at the Seller's premises.
4. The Distributor – An Entrepreneur, acting on his own behalf and on his own account, being an entity independent of the Manufacturer, independently making decisions and economic risk, remaining in permanent commercial relations with the Seller based on of separate conditions and having the right to buy, sell and distribute Goods manufactured and purchased directly from Producer's. The contact method is the Distributor Zone.
5. Goods – product/goods sold by the Manufacturer.
6. Service – assembly and service activity undertaken to satisfy the Clients' needs, performed by the Manufacturer.
7. Business days – days counted from Monday to Friday, including public holidays.
8. Distributor's Zone – an online platform, used for communication between the Seller and the Distributor.

**II.GENERAL PROVISIONS**

1. These general terms and conditions of sale GTCS are an integral part of all contracts for the sale, transaction and delivery of goods carried out by Konsport Majewscy spółka jawna (general partnership)  
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2. The Purchaser/Distributor making the purchase of Goods related to their business or professional activity.
3. GTCS may be accepted only without reservations.
4. The GTCS apply to each order, deliveries and sales contracts carried out by the Seller until its content is changed.
5. The current version of the GTCS is available to the public at the Seller's premises or at the address: [www.konsport.com.pl](http://www.konsport.com.pl) or via the Distributor's Zone.
6. The manufacturer reserves the right to unilaterally change the content of the GCS and include information in a manner consistent with item 4.
7. The information contained in the materials provided by the Manufacturer, in particular: leaflets, advertisements, folders, price lists, technical catalogs and exhibition gardens, do not constitute a sample or pattern referred to in art. 5561 §1 of the Civil Code and do not affect the voluntary declaration of will to be bound by the contract with the Seller.
8. The manufacturer reserves the right to introduce, in particular, technical, material, construction and color changes to its products.

**III.OFFERS**

1. The Seller's offers remain binding regarding the quantity, delivery and collection dates.
2. The Seller reserves the right to withdraw or amend the offer at any time. The exception are offers in which the Seller specifies the date and time of validity of the offer in writing.
3. The date and time of validity of the offer shall be binding on the Seller within the period specified therein, but not longer than for a period of 10 calendar days from the date of the offer presentation.

#### IV. PRICES

1. The price of the goods is determined based on the arrangements in force on the date of order confirmation.
2. All prices are expressed in PLN and are always net prices (they do not include VAT).
3. The VAT rate results from the currently applicable tax law, and the Purchaser/Distributor will add it to the final price of the Goods.
4. The prices included in the price list are retail prices.

#### V. ORDERS

1. The Seller accepts orders placed electronically (e-mail), in person at the Seller's premises and via the Distributor's Zone.
2. The order must include:
  - a. complete Purchaser's data necessary to issue a VAT invoice
  - b. the exact specification that allows for the unambiguous identification of the Goods with the indication of the type of product, dimensions, quantity and color of the goods.
3. The Purchaser/Distributor is obliged to order products according to the nomenclature and codification system used in the Seller's price lists, catalogs and technical catalogs.
4. The Purchaser/Distributor shall be liable for the consequences of providing incorrect or incomplete data in the order, preventing or hindering the execution of the order or its correct implementation.
5. Placing an order does not bind the Seller, and the lack of its response/confirmation will not mean that the order has been silently accepted.
6. The Seller may accept the order if it deems that it has received from the Purchaser all information necessary for its implementation.
7. The order is accepted for execution on the date of confirmation of the quantity, prices and date of completion by the Seller.
8. The Seller will confirm the acceptance of the order by electronic means within an objectively justified time.
9. Confirmation of the order by the Seller means the conclusion of the sales contract and acceptance of the conditions specified in the order confirmation.
10. A desire to change the order submitted by the Distributor's Zone may only take place with the consent of both parties.
11. The cancellation or modification of the confirmed order by the Purchaser is allowed only with the consent of the Seller. If a confirmed order is withdrawn or modified, the Purchaser/Distributor shall bear all related costs.

#### VI. DELIVERY AND RECEIPT OF GOODS

1. Unless agreed otherwise, the Goods are sold without transport, according to the EXW (ex-work) formula - the Seller's production plant. All terms of delivery and liability for the goods will be interpreted in accordance with Incoterms 2010.
2. Pickups will be made only on working days between 8:00 am and 3:00 pm, unless the Seller agrees to pick up on another date.
3. The Seller shall each time confirm in advance that it is possible to load on a specific date/hour. The Seller is not liable for delay in delivery, and the Purchaser/ Distributor is not entitled to cancel the order due to delay in loading or delivery for whatever reason.
4. The Purchaser/Distributor is obliged to collect the Goods from the Seller's warehouse within the time agreed with the Seller, but no later than within 14 working days after notification of its availability.
5. In the event of a delay in collection, the Purchaser/Distributor may be charged with storage costs in the amount of 1% of the sales value of the uncollected goods for each day of storage. If the delay exceeds 30 business days, the Seller is authorized to withdraw from the contract by a unilateral declaration made to the Purchaser/Distributor.
6. The Seller may deliver the goods to the Purchaser/ Distributor through external shipping/transport companies acting on behalf of the Seller, after prior agreement of the terms with the Purchaser/Distributor. In the event that it is necessary, the Seller may prepay the cost of transport and charge the Purchaser/Distributor with them, placing them as a separate item on the invoice for the Goods.
7. The Purchaser/Distributor will provide complete data needed to prepare customs/import documents. In the event of not receiving them from the Purchaser/Distributor, the Seller shall not be liable for any fines, differences in import duties to the destination country and other consequences resulting from incorrect or incomplete documentation.

8. The Purchaser/Distributor is obliged to obtain all permits, in particular import licenses that may be required by foreign administration authorities. The delivered Goods are intended for use in the country of destination specified in the Commercial Documents. The Purchaser is obliged to obtain information on the permits required in the event of re-export of the Goods.
9. The delivery is considered completed:
  - a) in the case of collection with own transport - upon completion of loading of the Goods,
  - b) in the case of transport organized by the Seller - immediately upon delivery of the Goods to the place of delivery and before the commencement of unloading.
10. The Purchaser/Distributor, upon delivery of the Goods, is obliged to inspect any transport damage. The statement of damage must be drawn up in the form of a damage report in the presence of the carrier. The Purchaser/Distributor is obliged to inform the Seller about the difficulties no later than the next business day after the inspection. Failure to do so within the aforementioned period will mean that the Goods have been delivered undamaged. The Seller presumes that the person collecting the goods on behalf of the Purchaser/Distributor is authorized by him to do so.
11. Any apparent defects and quantitative shortages should be reported immediately (no later than 5 days from the date of delivery), via the on-line platform or at the Seller's premises. Failure to submit claims within this period will mean that the Goods have been accepted without reservations.
12. In the event of quantitative shortages, the Seller will deliver the missing elements immediately, without undue delay.
13. Return shipments of Goods are excluded without the prior consent of the Seller.
14. The Purchaser/Distributor is obliged to cover all costs incurred by the Seller resulting from the Purchaser's unfounded claims.
15. The Seller is not responsible for any effects of storage, in particular the effects of the expiration of storage time (e.g., white corrosion, erosion of packaging, dirt, discoloration, wetting).
16. Responsibility for the consequences of improper storage of the Goods shall be borne by the Purchaser/Distributor.
17. The Seller delivers the Goods in accordance with the order and is not responsible for its further use, especially for use inconsistent with its intended use.

## VII. PAYMENTS

1. The Seller establishes the terms of payment for the Goods with the Purchaser/Distributor and includes them in the Terms of Cooperation, which he sends to the Purchaser/Distributor.
2. The following forms of payment for the ordered Goods are allowed:
  - a) prepayment of all or part of the amount due;
  - b) transfer with deferred payment.
3. Sales invoices are sent by electronic means (e-mail) to the address indicated by the Purchaser/Distributor and are considered effectively delivered. The Purchaser/Distributor is obliged to inform the Seller about any change of address.
4. Sales invoices become binding upon sending and do not require the signature of the Purchaser/Distributor.
5. The Seller's invoices are payable to the bank account specified in the invoice. Unless agreed otherwise, the bank charges related to the payment are to be borne by the Purchaser.
6. The payment will be made on the date indicated on the invoice or within the deadline agreed by the parties, without any deductions.
7. The date of payment shall be the date on which the funds are credited to the Seller's bank account.
8. If the Purchaser/Distributor fails to meet the payment deadline, the Seller may withhold the next payment until the outstanding amount is paid.
9. In the event of delay in payment for the Goods, the Purchaser/Distributor is also obliged to pay the default interest in the maximum amount and any costs related to debt collection. In addition, the Purchaser/Distributor loses the right to all rebates, discounts, etc. granted to him.
10. Failure to pay for the Goods may result in withdrawal from the contract and bringing the matter to court or the sale of receivables or collection of unpaid Goods.
11. Payments made by the Purchaser/Distributor may be first set off by the Seller proportionally towards the interest and arrears which were most recently due.
12. If there is a reasonable suspicion that the Purchaser/Distributor will not meet its financial obligations (in particular, the deterioration of the company's financial situation), the Seller has the right to demand payment of the entire amount due with immediate effect. In addition, the Seller has the right to cancel the granted payment terms for the Purchaser/Distributor and make further orders dependent on advance payments and granting additional security for receivables.

13. Lodging any complaints does not release the Purchaser/Distributor from the obligation of timely payment.

#### VIII. RESERVATION OF OWNERSHIP RIGHTS

1. The ownership of the delivered Goods is transferred to the Purchaser/Distributor only after full payment of the purchase price.
2. Goods for which the Seller is entitled to ownership should be clearly marked by the Purchaser/Distributor as being the property of the Seller.
3. At the request of the Seller, the Purchaser/Distributor is obliged to provide all necessary information on the stock of goods owned by the Seller.
4. The Purchaser/Distributor is not entitled to encumber or sell the Goods which are owned by the Seller. All related costs are borne by the Purchaser/Distributor.
5. The Purchaser/Distributor authorizes the Seller to collect, at the expense of the Purchaser/Distributor, the Goods to which the Seller has the ownership right, when doubts arise as to the Purchaser's solvency after the sale of the Goods.

#### IX.FORCE MAJEURE, SELLER LIABILITY

1. The Seller shall not be liable for non-performance or improper performance of its obligations if the non-performance or improper performance results from circumstances caused by force majeure or for reasons attributable to the Purchaser/Distributor. The Purchaser/Distributor is not entitled to compensation.
2. By force majeure, the Parties understand circumstances beyond the control of the Seller, in particular, acts of natural forces, fires, floods, strikes and protests by employees of suppliers, riots and hostilities, acts of sabotage, epidemics.
3. The Seller is obliged to exercise due diligence to inform the Purchaser/Distributor about the nature of the circumstances beyond the Seller's control and the expected time of their disappearance and will exercise due diligence to limit their negative consequences. The purchase and sale transaction affected by such circumstances does not expire, but the deadline for its implementation may be extended by the duration of the circumstances beyond the control of the Seller.
4. The Seller's liability for damage caused to the Purchaser/Distributor is limited to the value of the order. This also applies to defects in the Goods sold. The Seller is not responsible for damage to property caused by defective Goods. The Seller's liability for damages is limited in each case up to the price of the Goods paid by the Purchaser/Distributor. Any other claims are excluded.
5. The Seller shall not be liable for damages to the property of the Purchaser/Distributor and lost profits that could be achieved by the Purchaser/Distributor.
6. The Seller is not responsible for sending correspondence to the Purchaser/Distributor to the wrong address if he has not been informed about the change.
7. Until full payment is made, the Seller's liability for the Goods is excluded.
8. The Seller's liability under the warranty within the meaning of Art. 556 et seq., Of the Civil Code, is excluded. The "GTCS" contains complete regulations with the exception of the Civil Code.

#### X. DISTRIBUTOR'S RIGHTS AND OBLIGATIONS

1. The Distributor will perform, each purchase of the Goods from the Producer, the as part of his business activity, and all contracts with customers whose subject is the sale and installation of the Producer's products will be concluded on his own behalf.
2. Warranty claims are accepted and considered by the Distributor from whom the product was purchased.
3. The Distributor undertakes not to use terms that might suggest that he is acting as an attorney or representative of the Manufacturer.
4. The Distributor is obliged to promote the sale of products by displaying the Producer's brand, informing the Producer about the market situation and market reaction to the distributed products, and about the customers' expectations regarding the products, as well as providing the Producer with comments and suggestions that may improve commercial cooperation between the parties.
5. The Distributor undertakes to collect and improve product knowledge to provide reliable information, technical advice and services related to the Producer's products at the highest level.
6. The distributor providing assembly services undertakes to ensure the correct installation of the Producer's products. Installation will be performed with due diligence, in accordance with the intended use of the Products and in accordance with the provisions of the construction law.
7. The manufacturer will sell or provide the Distributor with advertising materials for its products to be used at points of sale.

8. At the time of concluding the contract with the customer, the Distributor should inform him that the information contained in the materials provided by the Manufacturer, in particular: leaflets, advertisements, folders, price lists, technical catalogs and exhibition gardens, do not constitute a sample or model referred to in Art. . 5561 §1 of the Civil Code and cannot affect the voluntary declaration of will to be bound by the contract with the Distributor, and that the Manufacturer reserves the right to introduce, in particular, technical, material, construction and color changes in its products.
9. The Distributor acknowledges that the Manufacturer's trademark is the property of the Producer.
10. The Distributor undertakes not to use the Producer's trademark for any purpose other than the sale and advertising of the Producer's products.
11. The Distributor undertakes not to remove the trademark from the Producer's products.
12. Offering by the Distributor non-original products under the Manufacturer's brand and trademark or offering the Producer's products under a different brand or trademark, will result in cooperation being terminated with immediate effect.
13. Termination of cooperation obliges the Distributor to cease using the Manufacturer's trademark and advertising materials.
14. The Distributor may not provide his clients and contractors with any information regarding the Manufacturer which is a company secret, in particular: trade and technical secrets, trade relations with other entities.

## XI. WARRANTY AND COMPLAINT PROCEDURE

1. The Seller grants the Purchaser/Distributor a Warranty for a period of 24 months from the date of issuing the invoice, but no longer than for a period of 30 months from the date of production for defects in construction, workmanship and material disclosed during the warranty period in the Goods purchased from the Seller, provided that the products do not are exposed to temperatures below -20o C and above + 50o C and will be mounted at a temperature not lower than -50 C.
2. The Seller grants the Purchaser/Distributor a Warranty for a period of 60 months from the date of invoice, but not longer than 66 months from the date of production for defects in the anti-corrosion coating. The warranty for the coating is shortened when the product has been installed in an aggressive environment:
  - corrosivity category C2 according to PN-EN ISO 12944-2 (slightly polluted atmospheres. Mainly rural areas) 4 years,
  - C3 corrosivity category according to PN-EN ISO 12944-2 (urban and industrial atmospheres, medium pollution with sulfur oxide. Coastal areas with low salinity) 3 years.
- 2a. The warranty for defects in the anti-corrosion coating is reduced to 2 years for movable elements of the fence, in particular gates and wickets.
3. The warranty is valid within the territory of the EU and applies to the Producer's products purchased and installed within the territory of the EU.
4. The guarantee is only valid if the invoice is paid in full.
5. The warranty is granted on the condition that the assembly took place in accordance with the Assembly Instructions and the principles of good construction practice, and that the product is used as intended.
6. The basis for submitting claims under the Warranty is a legible proof of purchase and a complaint via the on-line platform, which can be found at: <http://reklamacje.konsport.com.pl>.
7. Complaints submitted by phone will not be accepted nor considered.
8. The complaint should be submitted immediately (no later than 14 days) after finding the defect.
9. Obvious defects of the Goods should be reported before the installation of the product because the Seller shall not be liable for damages resulting from the use of the defective Goods. The use of damaged Goods is forbidden because it may pose a safety risk to the Purchaser/Distributor and increase the scope of repair costs, which are covered by the Purchaser/Distributor.
10. 1A complaint submitted by the Purchaser/Distributor does not entitle to withhold payments for the delivered delivery. The commencement of the complaint procedure shall not constitute grounds for the Purchaser/Distributor to withdraw or terminate the order/contract. Failure to pay for the purchased Goods to the Seller may constitute the basis for suspending the complaint procedure until the amount due for the claimed Goods is paid.
11. In the event of a defect of the product that can be reported in the form of a complaint before its installation, the Seller will not be obliged to bear the costs of disassembly and reassembly of the Goods.
12. Complaints about defects in the Goods disclosed and reported in writing during the warranty period will be considered within 14 working days. The Seller shall notify the Purchaser/Distributor about the result of the complaint in writing or by e-mail. If the complaint is accepted, the Seller will decide independently: replace the defective Goods with new ones or reduce the price of the defective Goods accordingly, or repair the defective Goods, or return the price paid, provided that the Goods have been returned to the Seller in the original packaging at the expense and effort of the Purchaser.
13. The manufacturer undertakes to repair the defective goods within 60 days (unless the parties agree otherwise) from the date of confirmation by the Seller regarding the positive consideration of the complaint. The Product

repair period may be extended in the event of the need to replace components, which the Manufacturer must obtain from suppliers/subcontractors.

14. If the complaint is accepted, the warranty period shall not be extended, nor shall a new warranty period run, except for the replacement of the Product with a product free from defects.
15. The Seller's total obligations under the warranty are limited to the amount not exceeding the purchase price of the defective Goods themselves. The seller is not responsible for any damage resulting from complaint actions and delays in deliveries, including lost profits, profits and other losses.
16. The Seller does not provide "door to door" services. The Distributor undertakes to cooperate in the field of complaints and, as in the case of servicing, will provide a repair service, access to his client, disassembly and reassembly, and will consult the Seller on the form of compensation before making the repair.
17. In the event of a justified complaint, the Seller provides the Distributor, free of charge, with the elements necessary to remove non-compliance in the product during the warranty period.
18. In the case of reporting a defect in the post-warranty period, the Seller shall provide the Distributor with the elements necessary to remove the non-compliance in the product for a fee.
19. The Distributor, in the event of reporting a defect, both during the warranty and post-warranty period, covers all costs related to travel to the place of the complaint.
20. In the event of repair at the Seller's premises, the Seller shall not bear the costs of transporting the defective goods to and from its premises.
21. The amount of claims under the complaint may not exceed the value of the Goods subject to the complaint.
22. In the event of an unjustified complaint, all related costs shall be borne by the Claimant.

## XII. WARRANTY EXCLUSIONS

### WARRANTY SERVICES WILL NOT BE IMPLEMENTED IN THE EVENT OF:

1. Finding a defect of the paint coating invisible during the visual inspection of the fence, which should be performed on a sunny day, with the naked eye from a distance of not less than 3 meters.
2. Mechanical damage caused during storage, installation and use of the products inconsistently with their intended use.
3. Claims regarding errors and consequences caused by improper assembly of products.
4. Damage caused during transport performed by the Distributor, Customer or third parties.
5. Assembly and repair performed by an incompetent person, i.e., a person without training, knowledge, experience and qualifications.
6. Removal, blurring or replacement of the rating plate of the Goods.
7. Claims regarding stains on the foundation and paving stones due to condensation coming out of the technological holes.
8. Claims regarding the occurrence of lime efflorescence and small cracks formed on the surface of the concrete during its maturation.
9. Action of external factors, in particular, such as: fire, salts, lyes, acids, organic solvents containing esters, alcohols, chlorinated hydrocarbon materials and other aggressive chemical substances.
10. Claims regarding any discoloration resulting from the storage of the Goods in a stretch film that protects during transport. The so-called "Coating brewing", it can be completely removed by applying hot air (heat gun) to the discoloration site. Changing the color of the coating of the Goods does not reduce the quality of the product.
11. Claims regarding the presence of light gray and dark gray areas, unevenness of the outer surface and the so-called "White corrosion" (resulting from the natural oxidation process of zinc) on hot-dip galvanized products. Hot dip galvanizing is not a process that improves the aesthetics of the product, but a process that significantly extends the life of the Goods. It is a natural phenomenon and characteristic of this type of anti-corrosion protection.
12. Differences in the shades of the coating between the Goods intended for production in different production batches and the elements of the Goods made with different production technologies. However, this difference should not be greater than one RAL shade.
13. Differences in the shades of the fencing elements painted in a structured coating (metallized, fine), even in the same batch of material.
14. Claims regarding spot patches of the place of hanging the Product to be painted. The specificity of the powder coating process allows such patches.
15. Claims regarding parts and their elements that are subject to natural wear as a result of use. This applies in particular to bogies, guide rollers, locks, inserts.
16. Claims regarding the gradual deterioration of the driving properties of self-supporting gates, which may result, in particular, in a gradual increase in the level of vibrations and noise.
17. Claims regarding inconvenience that do not affect the use of the thing in accordance with its intended purpose.
18. Appearance of corrosion centers with a size not exceeding 5mm<sup>2</sup>.

19. Products operated in an environment of high and very high corrosivity (corrosivity category C4 and C5 according to PN-EN ISO 12944-2).
20. Unprotected cut edges or made during assembly (e.g., fence ends, hole edges, etc.) within 10 mm from the cutting line.
21. Claims regarding self-supporting gates, when after opening them the counterweight will drop in the proportion: 1 cm for each running meter of the gate.
22. Introducing any design changes or modifications to the Goods without the consent of the Seller. The Seller is not liable for damages and threats resulting from the use of the modified Goods.
23. Failure to perform the activities provided for in the Assembly Instructions, to be performed by the user of the product on his own and at his own expense.
24. Breakdown or damage from misuse, soil movement, excessive use, vandalism, neglect.
25. Claims relating to defects that should be revealed by an inspection upon delivery, but which have not been inspected.
26. The use of spare parts or additional devices from other manufacturers.

### XIII. GOODS RETURNS

1. Pursuant to Art. 38 of the Act on non-prefabricated items, manufactured according to the Purchaser's specifications or to satisfy his individual needs, products prepared for the size specified by the Purchaser, etc., the goods are not returnable, and he is not entitled to withdraw from the contract within 14 days without providing a reason.

### XIV. PERSONAL DATA PROTECTION

1. The administrator of Customers' personal data within the meaning of the Act of August 29, 1997 on the Protection of Personal Data (i.e., Journal of Laws of 2002, No. 101, item 926, as amended) is the Seller.
2. Customers consent to the processing of their personal data by the Seller, because of which they may be transferred to entities authorized to perform the order and all possible and legally permitted operations in this scope.
3. All customer data, including personal data, is collected with their consent to properly execute the order placed by the Customer for Goods or Goods with the Installation Service. The seller is authorized to record, store and delete the data referred to above.
4. Customers have the right to access their data and rectify it, delete or limit it, process it or raise an objection, as well as the right to transfer data. The privacy policy is available at [www.konsport.com.pl](http://www.konsport.com.pl). Personal data is provided voluntarily, but without providing it, it is not possible to complete the order.