



General Conditions of Sale for Customers

1. DEFINITIONS

The terms used in this Document have the following meaning:

- 1.1. CUSTOMER/CONSUMER – a natural person that concludes a sale contract not directly related to their business or professional activity with the Seller
- 1.2. CIVIL CODE – the act of Civil Code of 23 April 1964 (Journal of Laws, 2016.380 as amended).
- 1.3. PRODUCT – a movable item offered for Sale by the Seller, including items manufactured by the Seller at the request of the Customer, constituting the subject of the Sale Contract between the Customer and the Seller.
- 1.4. GCS – these General Conditions of Sale to the Consumers concluding a sale contract with the Seller.
- 1.5. SELLER – Ryszard Stobba, who runs a business activity under the following name:

Reflex Zakład Usług Szklarskich Ryszard Stobba, seat: ul. Lipowa 14, 83-207 Kokoszkowy, entered into the Central Business Register and Information Records for the Republic of Poland [PL: CEIDG], NIP no: 592-100-15-63, REGON no.: 191614900, e-mail address: biuro@stobba-reflex.pl, telephone number: (+48) 58 56 163 54 (standard connection fees apply as per a given operator's tariff).

- 1.6. PARTY – the Seller or the Customer.
- 1.7. ORDER – Customer's statement of will aiming directly at concluding the Product Sale Contract and specifying the material conditions of sale.

2. GENERAL PROVISIONS

- 2.1. GCS specify the conditions of the Product sale contract concluded at the Seller's seat between the Consumer and the Seller.
- 2.2. The sale is offered only on the territory of Poland, as well as on the territory of other countries, particularly including European Union member states.

3. CONDITIONS OF CONCLUDING THE SALE CONTRACT

- 3.1. Orders placed by the Customer are accepted for processing on the basis of a written order and all documentation necessary for order processing. The order shall include a designation of the ordered Product (including its specification, if needed), its quantity, gross price, Customer's information, order delivery date, and any special notes.
- 3.2. The Seller is obliged to confirm the order delivery date (which is 30 business days) within two business days after receiving the order. The lack of any response within 3 business days means that the Customer's order has been accepted.
- 3.3. In case of orders for the processing to which the Customer provides components, the Seller reserves the right to confirm the order delivery date within two business days from the day of receiving the components. The lack of any response within 3 business days means that the Customer's order has been accepted.
- 3.4. After being informed on the delivery date and conditions, the Customer has one business day to make any comments. After that time the Seller considers the conditions accepted and proceeds with order processing.

4. ORDER PROCESSING AND DELIVERY

- 4.1. In case of concluding the Contract, its subject will be delivered with no delay, but no later than within 30 business days counted from the day of concluding the Sale contract, i.e. after the Seller accepts the Customer's order.
- 4.2. Provided order delivery date refers to the Product send-off to the address determined by the Customer, or Product preparation for pick-up by the Customer.
- 4.3. Order delivery date may be delayed by the duration of an obstacle resulting from circumstances beyond the control of the Seller, such as an untimely delivery from the sub-supplier, a chance event, unpredictable disturbances of the company's operations, (raw) material shortages. In case of a delay in order delivery, the Seller shall notify the Customer in writing about it.
- 4.4. The Customer is obliged to pick up the Product within the time determined in the confirmation mentioned in point 3.2. of these Regulations. In case of a delay in Product pick-up, the Customer shall be charged with the costs of Product storage.
- 4.5. The risk related to the Product delivery shall pass to the Customer when the Product is transferred to the representative authorized to pick up the Product, including the forwarding agent or the shipper.
- 4.6. The Seller shall deliver the Products pursuant to the Customer's selection:
 - 4.6.1. With the use of services provided by the shipper determined at the time when the Order is placed.
 - 4.6.2. The Customer can choose to directly pick up the Product at the Seller's seat.

- 4.7. Product delivery is available on the territory of the Republic of Poland and, after having individually agreed upon it with the Seller, also abroad.
- 4.8. Delivery and insurance costs are covered by the Customer.
- 4.9. Pursuant to the article 545 § 2 of the Civil Code, when the Product is sent to the Customer by a shipper, the Customer is obliged to inspect the package at a time and in a way accepted for the packages of this type. If the Customer finds defects or damages to the Product caused at the time of shipping, the Customer shall perform all operations necessary to determine the shipper's liability.
- 4.10. If the Customer has accepted the package, the Seller is not liable for any defects or damages caused as a result of or in connection with the package transport. In this case, within 7 calendar days, the Customer shall report claims to the entity providing the shipment service.

5. PAYMENT

- 5.1. The Customer is obliged to make a payment for order delivery in cash or by bank transfer.
- 5.2. Before the order processing starts, the Customer shall make an advance payment in the amount of at least 30% of the total payment mentioned in section 1. The remaining part of the payment shall be made on the day of Product pick-up at the latest.
- 5.3. In case of payment delay, the Seller shall charge the Customer with statutory interest for the delay, calculated from the day when the payment deadline expired.
- 5.4. In case of payment delay, the Seller reserves the right to withhold the delivery until the time when the overdue payment is settled. When the payment is made via bank transfer, the Customer shall present the proof of payment at Product pick-up.
- 5.5. Questioning the quality or quantity of the Product does not entitle the Customer to withhold the payment for delivery execution.
- 5.6. The Customer acquires the ownership rights to the ordered Product at the time of the payment (i.e. when the Customer's bank account is charged with the amount corresponding to the Product price), but not earlier than before the Product package is picked up.

6. PROCEDURE FOR HANDLING COMPLAINS

- 6.1. Pursuant to the defects-related warranty provisions concluded in the act of the Civil Code of 23 April 1964, the Seller is liable to the Customer for the defects and nonconformity of the Product with the Sale contract.
- 6.2. Complaints related to nonconformity of the Product with the Sale contract shall be filed in writing to the address of Reflex Zakład Usług Szklarskich Ryszard Stobba, ul. Biznes Park 4, 83-200 Starogard Gdański, or via e-mail at biuro@stobba-reflex.pl
- 6.3. The Seller shall address the complaint immediately, no later than within 14 calendar days.

- 6.4. The complaint shall include all information and circumstances related to the subject of complaint, and the following data in particular: order number, first and last name of the person/entity filing the complaint, a detailed description of the defect and pictures of the Product with defects.
- 6.5. The Seller's response to the complaint is sent at the Customer's e-mail address that the Customer provided in the complaint or in any other way.
- 6.6. If the complaint is justified and accepted by the Seller, the Product under the complaint, packed pursuant to the rules specified in point 6.11., shall be sent to the Seller at the Seller's cost at: ul. Biznes Park 4, 83-200 Starogard Gdański. The Seller is obliged to cover the transport costs in the amount of an average market payment for this type of services. The Seller shall not be liable for Product's damages and defect caused by the failure to properly pack the Product by the Customer.
- 6.7. If only some of delivered goods are defective, the complaint can be filed only to the defective part and not to the whole delivered batch of the goods.
- 6.8. The Seller hereby informs that in case of Products made of glass and mirrors, certain minor scratches, material defects in the form of air bubbles or deformations and discolorations resulting from thermal processing and accepted on the basis of PN-EN 1036, PN-EN 572-2, PN-EN 12150, PN-EN 12543-5 and PN-EN 12543-6, standards cannot be excluded.
- 6.9. The quality of Product offered by the Seller shall be assessed pursuant to the conditions included in the following Polish Standards: PN-EN 1036, PN-EN 572-2, PN-EN 12150, PN-EN 12543-5 and PN-EN 12543-6.
- 6.10. For the identification of Seller's goods authenticity, some Products may be labelled with seals, e.g. stickers. The Seller reserves the right to reject guarantee- or complaint-related claims, as well as the claims for returning the payment in case of withdrawal, if such a Product does not have a seal or the seal has the signs of interference, unless the Customer proves Product authenticity in any other way.
- 6.11. A returned Product shall be sent in its original packaging. If the Customer does not have the original packaging, the returned Product shall be packed in a multiply paperboard or a wooden box. The Product shall be protected to eliminate its movements inside the packaging. A special attention is necessary to protect the corners of the Product - they should be coated with Styrofoam or multiply paperboard.
- 6.12. The Seller shall not be liable for Product damages and defects related to and resulting from Customer's failure to properly pack the Product.

7. GUARANTEE

- 7.1. The Seller grants a two-year guarantee for sold Products to the Customer, provided that the Products are used indoors.
- 7.2. The guarantee does not cover Products that are mechanically damaged or have been returned in a way incompliant with the recommendations.

8. FINAL PROVISIONS

- 8.1. The contracts concluded on the basis of the GCS are concluded in Polish.
- 8.2. Any issues not regulated in these GCS shall be governed by the provisions of law applicable on the territory of the Republic of Poland.
- 8.3. Customers can access, download, and print the GCS any time via a link posted on www.stobba-reflex.pl.
- 8.4. Any disputes that can arise in relation to the execution of the Sale contract between the Seller and the Customer shall be resolved in the local court applicable for the Customer's place of residence.
- 8.5. GCS become effective on 1st December, 2016.