



Regulations of General Commercial Conditions for Non-Consumer entities

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1. DEFINITIONS

The terms used in these Regulations have the following meaning:

- 1.1. CUSTOMER – a physical person or an organizational unit with no legal identity who/which has been granted legal capacity by an act, is not a consumer, and intends to conclude or has concluded a Sale contract.
- 1.2. CIVIL CODE – the act of Civil Code of 23 April 1964 (Journal of Laws, 2016.380 as amended).
- 1.3. CONSUMER – a natural person that performs acts in law with an entrepreneur, but such acts are not directly related to this physical person's business or professional activity.
- 1.4. PRODUCT – a movable item offered for Sale by the Seller, including items manufactured by the Seller, constituting the subject of the Sale Contract between the Customer and the Seller.
- 1.5. REGULATIONS – these Regulations of General Trade Conditions for Non-Consumer entities.

- 1.6. 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] kept by the minister responsible for the economy,

NIP no.: 592-100-15-63

REGON no.: 191614900

e-mail address: biuro@stobba-reflex.pl

telephone number: (+48) 58 56 135 54 (standard connection fees apply as per a given operator's tariff).

- 1.7. PARTY – the Seller or the Customer.
1.8. ORDER – Customer's statement of will aiming directly at concluding the Product Sale Contract and specifying the material conditions of sale.
1.9. BUSINESS DAYS – days from Monday to Friday excluding Bank Holidays.

2. GENERAL PROVISIONS

- 2.1. These Regulations specify the rules of selling Products by the Seller to Non-Consumer entities via e-mail and at the Seller's seat on the territory of Poland, as well as in other countries, including especially European Union member states.
- 2.2. Minimum requirements to ensure cooperation with the ICT system used by the Service Provider are as follows:
- 2.2.1. A computer with an Internet access;
 - 2.2.2. Access to an e-mail service;
 - 2.2.3. Recommended monitor resolution: 1024 x 768 pixels;
 - 2.2.4. Internet browser: Internet Explorer 7.0 or later with JavaScript and Cookies enabled; Mozilla Firefox 3.0 or later with JavaScript and Cookies enabled; or Google Chrome 8 or later.
- 2.3. The Customer is not allowed to provide illegal content.
- 2.4. The Customer shall provide accurate and up-to-date data.
- 2.5. It is forbidden to interfere with the Seller's e-mail functioning by using specific software or devices, or by sending and posting trade information.
- 2.6. To ensure safety of sent messages, the Service Provider takes technical and organizational measures that are appropriate to the level of risk related to provided Electronic services.

3. CONDITIONS FOR CONCLUDING THE SALE CONTRACT

- 3.1. Sale contract can be concluded in three forms:
 - 3.1.1. In a written form at the Seller's seat.
 - 3.1.2. Via e-mail when the Customer sends an offer to conclude a sale contract.
 - 3.1.3. Via e-mail when the Customer sends a request for pricing.
- 3.2. The Sale contract is concluded in a written form by placing a written order and accepting these Regulations at the Seller's seat.
- 3.3. The Sale contract is concluded via e-mail by sending an e-mail with a specific order that constitutes an offer to conclude the contract.
 - 3.3.1. An e-mail order shall be sent at the following e-mail address: biuro@stobba-reflex.pl. The order shall include a designation of an ordered Product (including its specification, if needed), quantity, gross price, Customer's information, order delivery date, and any special notes.
 - 3.3.2. Within 2 business days, the Seller shall send one e-mail to the Customer, confirming the receipt of the order and its terms and conditions, as well as providing the Customer with these Regulations.
 - 3.3.3. Within 2 business days, the Seller shall send one e-mail to the Customer, confirming the receipt of the order and its terms and conditions, as well as providing the Customer with these Regulations.
 - 3.3.4. If within 2 business days the Customer does not make any reservations regarding the response to the order, the Sale contract is concluded on conditions agreed in e-mail communication and included in the Regulations.
 - 3.3.5. If there is any contradiction between conditions agreed in e-mail communication and the provisions of the Regulations, the conditions agreed in e-mail communication shall prevail.
- 3.4. Sale contract can be also concluded via e-mail by sending a request for a given order pricing.
 - 3.4.1. Requests for pricing shall be sent at biuro@stobba-reflex.pl
 - 3.4.2. Within 2 business days, the Seller shall send an e-mail, providing the Customer with the Regulations and the pricing constituting a sale offer. The lack of Seller's response within 2 business days means that the Seller refuses to price the order and conclude the Sale contract.
 - 3.4.3. The pricing shall include: the indication of the Product, its quantity, gross price, Customer's information, Product delivery address, delivery method and costs, order delivery date, payment method and deadline.
 - 3.4.4. If within 2 business days from the day of sending the pricing, the Customer fails to expressly accept it, Seller's offer ceases to be binding. Accepting the offer by the Customer means the conclusion of the Sale contract on conditions specified in the pricing and in the Regulations.

- 3.4.5. If there is any contradiction between the pricing and the provisions of the Regulations, the pricing shall prevail.
- 3.5. In case of orders for the processing of 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.

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.
- 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 e-mail mentioned in point 3.3.2. 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. Allowable difference between the order and order delivery is $\pm 5\%$. Lacking goods shall be immediately supplied with the next order or sent at the Seller's cost if there is no next order to be sent.
- 4.7. The Seller shall deliver the Products pursuant to the Customer's selection:
- 4.7.1. With the use of services provided by the shipper determined at the time when the Order is placed.
- 4.7.2. The Customer can choose to directly pick up the Product at the Seller's seat.
- 4.8. Product delivery is available on the territory of the Republic of Poland and, after having individually agreed it with the Seller, also abroad.
- 4.9. Delivery and insurance costs are covered by the Customer.
- 4.10. 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 packaged 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.

- 4.11. 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 within the deadline specified in VAT invoice and calculated from the day of issuing the invoice to the Customer.
- 5.2. VAT invoices sent by the Seller are payable with no deductions.
- 5.3. In case of payment delay, the Seller shall charge the Customer with statutory interests for the delay or with statutory interests for the delay in commercial transactions, calculated from the day when the payment deadline determined on VAT invoice expired.
- 5.4. In case of payment delay, the Seller reserves the right to withhold the delivery to the time when the overdue payment is settled.
- 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 included in the act of the Civil Code of 23 April 1964, the Seller is liable to the Customer for the defects and the 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 Seller informs that in case of Products covered by the guarantee, any rights resulting from this issue must be exercised in accordance with the conditions placed on the guarantee certificate.
- 6.5. 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.
- 6.6. The Seller's response to the complaint is sent at the Customer's e-mail address that the Customer provided in the guarantee claim or in any other way. If the Seller cannot analyse the complaint within 14 business days, the Seller shall inform the Customer about it and determine estimated deadline for analysing the complaint.

- 6.7. If it is impossible to determine whether the complaint is justified, the Product under the complaint, packed pursuant to the rules specified in point 6.12., shall be sent to the Seller at one's own cost at: ul. Biznes Park 4, 83-200 Starogard Gdański. If the complaint is deemed justified, the Seller is obliged to return 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.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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.
- 6.11. 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.
- 6.12. 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.
- 6.13. 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 and in compliance with the Seller's recommendations.
- 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 Regulations are concluded in Polish.
- 8.2. Regardless of the way of concluding the Contract, the Seller's seat is deemed to be the place of concluding the Contract.
- 8.3. Legal relationships resulting from concluding and executing the Contract shall be governed by the law of the Republic of Poland, and common courts in the Republic of Poland unless the contrary is stated in the absolutely binding provisions of law.
- 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 in each case applicable for the Customer's place of residence.
- 8.5. Any issues not regulated in these Regulations shall be governed by the provisions of law applicable on the territory of the Republic of Poland.
- 8.6. The Customers can access, download, and print the Regulations any time directly via a link posted on www.stobba-reflex.pl.
- 8.7. The Regulations become effective on 1st December, 2016.