

General terms of sale of Hanbud products

1. These general terms of sale, hereinafter referred to as “General Terms of Sale” or “GTS”, define the rules for concluding agreements for the sale of goods, the seller of which is Hanbud sp. z o.o. with its seat in Bielsk Podlaski.

2. Definitions:

The seller or HANBUD	Hanbud sp. z o.o. with its registered office in Bielsk Podlaski, 17-100 Bielsk Podlaski, ul. Brańska 153, Holding NIP (Tax Identification Number): 543-218-82-43
Buyer	A natural or legal person or other organisational unit without legal personality acquiring Products offered by HANBUD
Distributor	Kupujący, który nabywa od HANBUD Produkty w ramach swojej działalności gospodarczej w celu ich dalszej sprzedaży osobom trzecim;
Consumer	A natural person concluding an Agreement with HANBUD not directly related to their business or professional activity (consumer within the meaning of Article 22 ¹ of the Civil Code);
Parties	The Seller and the Buyer;
General terms of sale	These General Terms of Sale of HANBUD;
Agreement	Agreement for the sale of products or services concluded by the Parties;
Order	Agreed delivery of products or services on the basis of an agreement, in a specified size, date and according to the agreed terms of delivery and payment, between the Buyer and the Seller.
Order confirmation	The Seller’s Statement of Acceptance of the Order, which may include modifications in relation to the content of the Order. In the event that the Order Confirmation contains significant changes or important supplements in relation to the content of the Order, it constitutes a new offer within the meaning of Article 66 of the Civil Code;
Products	All products offered by Hanbud, regardless of whether they are manufactured by Hanbud or purchased from other entities, including:
Services	Services offered by Hanbud and performed by Hanbud employees or performed by companies and third parties

Transport and storage instructions

1. It is necessary to check whether the delivery specification corresponds to the materials actually delivered. If any defects or damages are found, a report should be written or described on the consignment note and confirmed with the carrier's signature.
2. For unloading it is recommended to use belt slings or forklifts with a suitable fork spacing. During unloading, materials must be protected against scratches and dents. During any potential manual unloading, the sheets must not be moved over each other or over the ground. Sheets should be carried vertically, with an appropriate number of people, i.e. a minimum of 1 person per 1mb of the sheet, i.e. a 4m sheet should be carried by 4 people, two per each side.
3. Factory-made sheet metal packaging provides protection only for transport and short-term storage. Sheets in packages and coils must not be stored outdoors or in rooms exposed to moisture and variable temperatures.
4. Galvanised sheets and aluzinc in factory packs may be stored a maximum of 2 days after delivery. However, coated sheets can be stored for a maximum of 3 weeks. Before this time, all sheets must be removed from the packaging and dried. Galvanised sheets and aluzinc must be additionally treated with a layer of maintenance oil. All sheets must be laid at an angle of at least 3° in a closed room on dry wooden underlays at least 200 mm from the ground. In addition, each sheet must be laid with dry wooden slats to ensure free air circulation. Sheets protected in this way may be stored for a maximum of 6 months from the production date.
5. The sheets must not be stored near e.g. fertilisers, acids and other aggressive substances.
6. Sheets covered with foil must be protected against moisture. In the event of moisture, the sheets covered with foil must be removed immediately. Foil sheets may be stored for a maximum of 3 months provided that they are dry and stored in closed rooms protecting against sunlight. The protective foil must be removed before installing the sheets.
7. For transport, a vehicle with a load bed length no shorter than the length of the sheets should be used.
8. After assembly it is absolutely necessary to clean the surface of the sheet from filings, screws and other contamination.
9. Possible complaints caused by storage that is not compliant with this manual will be rejected.
10. The assembly instructions for individual products are provided in separate studies.
11. Regardless of the location of the building, to prevent any risk of premature ageing, its wall and roof cladding must be inspected and maintained regularly at least once a year.

NWB Products

NWB products (non-construction products). Hanbud does not allow their use as construction products. There are no certificates or declarations of performance for these products. The buyer is solely responsible for their proper application. The parameters given, if any, are for information purposes only and may deviate from the actual parameters.

All offered sheets with a thickness below 0.40 mm and gypsum board profiles with a thickness below 0.45 mm belong to the NWB group and are not construction products.

All other products belonging to this group will be marked on Hanbud invoices.

Seller's price lists;	Pricelists and special offers made available through websites, by Hanbud employees, available at Hanbud points of sale and from business partners. All price lists are for information purposes only and do not constitute offers within the meaning of the Commercial Code.
Websites	Websites created and owned by HANBUD, among others www.hanbud-dachy.pl , www.tanie-blachy.pl , www.billboardy-producent.pl , sztachety.eu ,
Carrier	Courier, transport or forwarding company through which the Seller carries out shipment of the Products to the Buyer;
Logistical Services	Services including selection of the Carrier, conclusion of a contract for transport of the Products, payment of remuneration for transport of the Product and activities connected with handing over the Product to the Carrier;
Logistical Fee	Remuneration due to HANBUD for performing the Logistical Service;
Own transport	Transport of the Products using HANBUD's own vehicle fleet;
Bielsk Podlaski Warehouse	The Seller's warehouse located at the Seller's registered office (in Bielsk Podlaskie at ul. Brańska 153);
Kuriany Warehouse	The Seller's warehouse located in Kuriany 114, 15-588 Kuriany;
Warehouse	Bielsk Podlaski Warehouse or Kuriany Warehouse, respectively;
Working Days	From Monday to Friday, excluding public holidays in Poland;
Working Hours	Monday to Friday between 8:00 and 16:00; Saturday between 8:00 and 12:00;
Civile Code	Act of 23 April 1964 Civil Code (Journal of Laws of 1964, No. 16, item 93 as amended);
Consumer Act	Act of 30 May 2014 on Consumer Rights (Journal of Laws of 2014, No. 827); Act on Consumer Disputes Act of 23 September 2016 on out-of-court resolution of consumer disputes (Journal of Laws of 2016, Item 1823). Personal Data Protection Act Act of 10 May 2018 (i.e. Journal of Laws of 2018, item 1000, as amended).
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)

3. The GTS are made available to buyers by representatives of the seller and at the headquarters of HANBUD and its branches in writing as well as in electronic form on the Websites.
4. The GTS constitute an integral part of each offer, price list and cooperation agreement or sales contract concluded by the Parties. The Terms and Conditions of Agreements are specified in the Parties' arrangements, in the Order Confirmation and in these General Terms of Sale, and in the remaining scope in general legal regulations, in particular the Civil Code.
In case of discrepancies, written or confirmed by e-mail or fax, the Parties' arrangements and the Order Confirmation shall prevail over the GTS.
5. The GTS shall be binding on HANBUD and the Buyer unless the Parties expressly agree separately that the whole or specific provisions of the GTS do not apply to a given Order or Agreement.
6. If a Buyer who is not a Consumer is in a regular business relationship with HANBUD, the acceptance by the Buyer of GTS on one Agreement shall be deemed to be their acceptance for subsequent sales contracts concluded by the Buyer with HANBUD, unless the Parties have stipulated otherwise.
7. The Buyer, who is a natural person, by placing an Order, consents to the processing of their personal data by the Seller for the purposes of issuing invoices, trade statistics and marketing of products and services in accordance with the GDPR and the Personal Data Protection Act:
 - The personal data controller is HANBUD sp. z o.o. ul. Brańska 153, 17-100 Bielsk Podlaski (tel. 85 730 94 08, e-mail: biuro@hanbud-dachy.pl and biuro@tanie-blachy.pl), hereinafter referred to as the Controller.
 - Personal data will be processed for the purpose of implementing the agreement – pursuant to Article 6(1)(b) of the GDPR,
 - Personal data may be transferred only to entities authorised by law,
 - Personal data will be processed until the purpose of processing ceases or for the period resulting from the archival category of the documents in which the data is contained, as defined in the Implementing Rules to the Act on National Archival Resources and Archives,

The Buyer has the right to demand the following from the Controller:

- access personal data, its rectification, removal of the processing restriction,
 - object to its processing,
 - data transfer,
 - withdraw consent to the processing of data, without affecting the lawfulness of the processing carried out on the basis of consent before its withdrawal,
 - lodge a complaint against the processing of personal data with a supervisory authority.
- The provision of personal data is voluntary, however, the consequence of failure to provide personal data required by the Controller is that the agreement cannot be concluded and executed.
8. All current HANBUD contact details, including e-mail address, telephone and fax numbers are included on the Websites.

§ 2. Catalogues and Price Lists

1. On its websites and in its marketing materials, HANBUD publishes: Catalogues, Price lists, as well as price lists with promotions (special offers), brochures and other information and marketing materials.

2. Descriptive data, technical parameters, photographs, dimensional diagrams, weights, wear, durability and performance indicators placed in official HANBUD marketing materials, including the Website and the Catalogues constitute approximate data and are for reference only. The products supplied may differ from those shown in the Catalogues. Only the Parameters and Characteristics of the Product indicated in the Agreement are binding.
3. The information contained on the Websites and in Catalogues, Price lists and brochures (including information on dimensions, weight, shape, colour shades) is for informational purposes only and does not constitute an offer within the meaning of the Civil Code, but only an invitation to place Orders (offers to purchase Products).
4. HANBUD reserves the right to make changes to the offered assortment at any time.
5. Templates and samples issued by HANBUD are for illustrative and exhibition purposes only.
6. All dimensions not marked separately included in the HANBUD information materials within the technical parameters provided are presented in millimetres.

§ 3. Procedure for concluding Agreements

1. The sale of the Products shall take place on the basis of an Agreement concluded by the Parties.
2. HANBUD offers Standard Products listed and described in the Catalogues and purchased from external suppliers and Custom Products (on special request) and NWB Products (non-construction products). Terms and conditions of sale and delivery of Custom and NWB Products are determined individually by the Parties
3. In order to conclude the Agreement, the Buyer sends an Order to HANBUD (i.e. makes an offer to purchase the Goods by way of sale within the meaning of the Civil Code).
4. Orders concerning products and services may be placed via websites, online shops belonging to Hanbud and in writing, which for the purposes of this point also means fax and e-mail. HANBUD is not responsible for discrepancies in orders placed by phone at the sole request of the customer.
5. An order should specify at least: the exact name and address of the Buyer, contact details of the Buyer, their NIP (Tax Identification Number), type of the ordered Product, quantity/number of the ordered Product and all its parameters, place (or places) of delivery and proposed delivery date. If the Buyer benefits from special bonuses or discounts, the order should include the exact name of the special offer or the Seller's offer number on the basis of which it is made, otherwise bonuses or discounts are not taken into account.
6. An order for Products specified in HANBUD information materials (e.g. Catalogues) as custom/on request must be submitted in writing or in a form stated in writing (by fax or e-mail) and contain a detailed description of the ordered Product and – if possible – a technical drawing of the Product.
7. If the Order concerns Products offered in packages and specified lengths, it is possible to place Orders concerning only the quantity of Products included in the offer, unless the Parties agree otherwise.
8. HANBUD confirms receipt of the Order from the Buyer, which, for the avoidance of doubt, is not tantamount to its acceptance for execution. HANBUD shall endeavour to consider the Order, i.e. its acceptance or rejection, within one Business Day of its receipt. Under no circumstances should HANBUD's failure to respond to the Order be treated as acceptance of the Buyer's offer included in the Order, i.e. as conclusion of the Agreement.

9. The Order constitutes an offer to purchase by the Buyer the number of Products indicated in the Order at the price indicated in the Price List applicable at the time of receipt of the Order by the Seller, unless it is explicitly indicated in the Order.
10. Orders in writing or by fax and e-mail may be submitted by the Buyer every day around the clock, however, their acceptance for consideration takes place only on Working Days during Working Hours.
11. The Buyer may withdraw the Order only prior to its confirmation and transfer to production. Hanbud must agree to the withdrawal of the order in writing. Cancellation of the order takes place when HANBUD confirms the cancellation of the order and causes neither HANBUD nor the purchaser to have any claims on the cancellation of the order.
12. HANBUD may accept the Order for execution in whole or in part.
13. Acceptance of the Order shall be made by personal transfer of the Order Confirmation by the Seller to the Purchaser by sending the Order Confirmation by e-mail, fax or in any other way accepted when concluding agreements of this kind.
14. In the Order Confirmation HANBUD shall indicate, first of all, whether the Order is accepted in whole or in part, what the number of Products to be sold is, at what price the Products will be sold, the maximum advance payment deadline and its amount, the date on which delivery will be made, as well as the amount of the Logistical Fee referred to in §4 of the GTS, if applicable.
15. The Seller shall take into account delivery dates proposed by the Buyer depending on the availability of the Products in the Warehouse. If any ordered Products cannot be delivered on the date proposed by the Buyer, the Seller shall specify in the Order Confirmation the date(s) of delivery of Products or particular batches of Products
16. The conclusion of the Agreement also includes the provision of Logistical Services in situations described in §4 of the GTS.
17. In the case of concluding a Distance Agreement, the Parties acknowledge that it is concluded at the registered office of HANBUD.
18. HANBUD may refuse to confirm the Order, in particular if the Buyer is in arrears with any payments to HANBUD.

§ 4. Product delivery

1. An order may be fulfilled if all conditions specified in the order confirmation are met, unless the Parties agree otherwise. At the same time, financial conditions must be met, such as a non-exceeded trade credit, and in the case of a Buyer who is not a Consumer, no overdue payments on previous invoices.
2. Unless the Parties have agreed otherwise, the products are sold EXW (EX WORKS) Bielsk Podlaski Warehouse or Kuriany Warehouse according to Incoterms 2010
3. Unless the Parties agree otherwise, the Logistical Fee is due in the amount indicated in the Order Confirmation. By concluding the Agreement, the Buyer accepts these rates and undertakes to cover the Logistical Fee. In case of deliveries to Consumers, the Logistical Fee cannot be higher than the real cost of the Carrier's service used to perform the Logistical Service.

4. The time of production and possible delivery is determined individually for each order.
5. If the products ordered the customer cannot be delivered to the Buyer immediately after Hanbud has reported this possibility for reasons attributable to the Buyer, the products will be stored by HANBUD at the expense and risk of the Buyer. The risk of possible damage related to long-term storage passes to the buyer.
6. The products are issued to the Buyer on the basis of a goods dispatched note issued by the Seller.
7. At the time of receipt of the Product, the Buyer is obliged to thoroughly examine the Product in terms of quantity and quality and possible defects (e.g. dents and other mechanical damage). The product should be checked by visual inspection not only of the packaging, but also of its contents and compliance with the Order.
The confirmation of receipt of the Product on the goods dispatched note is a confirmation of the correctness of the Seller's performance and is tantamount to acceptance of the quantity and quality of the Products and confirmation of their compliance with the goods dispatched note. Complaints after signing the goods dispatched note will not be accepted.
8. In case of personal collection of the Product from the Bielsk Podlaski Warehouse, the Product may be collected only by a person authorised by the Buyer in writing to collect the Product.
9. When delivering the Product using the Carrier's services, the Buyer is obliged to calculate and verify the quality of the Products upon receipt from the Carrier. In the event of shortages or damage, the Buyer is obliged, in the presence of the Carrier, to draw up a report of shortages/damage and on its basis submit a complaint directly with the Carrier, to HANBUD, but this reservation does not apply to Consumers.
10. The Buyer shall ensure the presence of an authorised person at the place and time of delivery, as well as additional equipment and persons necessary for proper unloading of products. The refusal to accept the Product or the absence of an authorised person does not release the Buyer from the obligation to pay for the Product and the Logistical Fee.
11. Any discrepancies between the documentation and the actual state of affairs or damage found during unloading shall be reported by the Buyer at the time of delivery before signing the goods dispatched notice and/or invoice.
12. If the Buyer, upon receipt of the products from the Carrier, finds them damaged and nevertheless receives the products, the Buyer shall be obliged to secure the damaged products and enable them to be inspected by the Carrier, the Seller or their insurers.
13. The liability, including the risk of accidental loss or damage of the Product, related to the Product being released to the Buyer at the moment of releasing the Product from the Seller's Warehouse, with the exception of shipping delivery, when the liability passes to the Carrier or delivery by Own Transport, when the risk passes at the moment of releasing the Product to the Buyer at the place of collection. Carrier's liability begins at the moment the Product is handed over to them by the Seller for transport and ends at the moment it is handed over to the Buyer. The provisions of the Civil Code, including in particular those governing the contract of carriage and defining the rules of carrier's liability (see Article 788 §1 et seq. of the Civil Code) shall apply to the Carrier's liability. The Seller shall not be liable for possible damage to the Products in transport if the Buyer fails to meet all formal requirements for the receipt of the damaged shipment, fails to make a damage report upon receipt of the Products and does not make a complaint directly to the Carrier (however, this reservation does not apply to Agreements concluded with Consumers).
14. HANBUD undertakes to make every effort to ensure that the ordered Product is delivered to the Buyer without delay. Delays in the delivery of the Product cannot be the basis for any claims of the Buyer against HANBUD, in particular claims for damages or for withdrawal from the Agreement (however, this reservation does not apply to Agreements concluded with Consumers). The Seller shall not be liable for any delay in delivery caused by the fault of the Carrier or by the fault of the supplier of Products to HANBUD or the manufacturer of Products (however, this

reservation does not apply to Agreements concluded with Consumers).

15. The Seller shall not be liable for delay in execution of the Order if the delay results from the following circumstances:

- a) force majeure – by which the Parties understand circumstances beyond the Seller's control, in particular fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargoes, interruptions or delays in deliveries of raw materials, energy and components as well as other unforeseen disturbances, in particular disturbances in the functioning of the plant not caused by HANBUD, shortening of working time in factories of producers of Products sold by the Seller or their subcontractors, breaks in work, circumstances attributable to carriers, decisions of public administration bodies, changes in law, other similar circumstances;
- b) events for which the Buyer is responsible.

16. HANBUD is obliged to immediately inform the Buyer of any events that have caused the delivery to be impossible.

17. If there are overdue payments on the part of the Buyer, non-payment of interest for late payments or if HANBUD becomes aware of a deterioration of the Buyer's financial standing which may adversely affect the performance of the Buyer's obligations under the Agreement concluded with HANBUD, the performance of subsequent orders may be suspended until appropriate payments are made or payment is secured in a manner agreed upon separately by the Parties.

§5. Prices and terms of payment

1. Prices of Products in Price Lists and Catalogues are given in Polish zloty (PLN), Euro (EUR) or other currencies specified in the price lists and are net or gross prices according to the designation.
2. The Price Lists and Catalogues do not constitute an offer and are for information purposes only.
3. HANBUD stipulates that there may be differences between the prices in the Catalogues and Price List and the actual current price level. In the case of differences HANBUD shall immediately inform the Buyer after receiving the Order.
4. The Seller shall indicate prices in the Order Confirmation in Polish zloty (PLN), Euro (EUR) or other currencies listed in the Order Confirmation.
5. A Distributor who orders products on a wholesale scale has the right to apply for discounts from the net or gross price of the current Price List by HANBUD. Any discounts are agreed between the Parties.
6. If it is necessary to convert prices appearing in a foreign currency into prices in PLN, the currencies are converted at the time of issuing the invoice at the average exchange rate of the National Bank of Poland applicable on the date of issue of the original invoice.
7. In the Order Confirmation, HANBUD shall provide the net or gross prices according to the information contained in the Order Confirmation, however, in the case of sales to a Consumer, the gross and, optionally, the net price shall be provided.
8. If the Buyer is in possession of documents exempting them from customs duty and VAT, they are obliged to provide such documents to the Seller on the day of placing the Order – failure to fulfil this obligation releases the Seller from any liability on this account.
9. In the case of orders for custom, imported and / or manufactured Products for the individual order of the Buyer or when the Buyer does not have a credit limit from the insurer of receivables at Hanbud, the Buyer

shall pay the Seller an advance payment in the amount determined individually by Hanbud.

10. Unless the Parties have agreed otherwise, the Buyer shall be obliged to pay for the Products and the Logistical Fees before the date of delivery of the Products.
11. The following possibilities of payment of the sale price of the Products are available:
 - a) payment in cash or by card on delivery (only for personal collection),
 - b) prepayment by bank transfer to an indicated account maintained for HANBUD,
 - c) a transfer with an agreed payment date consistent with the issued invoice,
 - d) dother, as agreed upon by the parties, including compensation.
12. A Buyer who places their first order at HANBUD shall not be entitled to a deferred payment, i.e. payment later than the date of delivery of the Product, unless they have received a credit limit from the receivables insurer. The rules of obtaining the right to deferred payment may be changed for reasons beyond Hanbud's control. The current rules are available at the Buyer's request. . The terms of the deferred payment shall be agreed by the Parties individually.
13. Before granting the Buyer a trade credit and the time limit referred to in §5.12 of the GTS, the Seller may request the Buyer to present financial documents confirming the good financial standing of the Buyer or have the Buyer's payment capacity verified by an independent business intelligence agency or an insurer. In case of doubts as to the payment reliability of the Buyer, the Seller may refuse to carry out orders with a deferred payment date.
14. All transactions involving a deferred payment date may be insured by HANBUD with an insurance company. In connection with this, there is a possibility of additional requirements for Buyers who have a credit limit in HANBUD (providing additional documents). In case of refusal or lack of relevant documents, HANBUD reserves the right to reduce or cancel the credit limit, as well as to secure payments. HANBUD has no influence on the assessment of creditworthiness by the insurance company. Terms of payment may also change due to payment arrears or the receipt of information on the Purchaser from the insurance company.
15. HANBUD requires that a Buyer who has obtained the right to a deferred payment date should make available a list of employees authorised to place orders and receive Products made available on their basis at HANBUD. HANBUD shall not be liable for inaccuracies in orders placed by authorised persons appearing on the list provided by the Buyer. The Buyer is obliged to obtain the consent of the persons on the above mentioned list to process their personal data for the purpose of performing the Agreement.
16. The date of payment by the Buyer shall be the date on which the amount due is credited to HANBUD's bank account, indicated on each VAT invoice. This provision does not apply to Consumers.
17. The Buyer authorises the Seller to issue VAT invoices without their signature.
18. In the event of late payment, HANBUD shall be entitled, without any additional request, to claim default interest at the statutory interest rate applicable on the date of payment of the invoice (on an annual basis).The interest for delay is calculated from the day following the day on which the payment deadline expired.
19. In the event of late payment , HANBUD is entitled to claim, in addition to the principal amount and interest for delay, the reimbursement of court, enforcement costs and legal representation. Furthermore, HANBUD is entitled to demand and claim from the Buyer the reimbursement of lump-sum costs related to the collection of the debt up to 20% of the sum of the collected receivables, which does not exclude the possibility of claiming damages on general terms.
20. If the Buyer is in delay with payments due on the basis of more than one invoice, HANBUD has the right to credit

any payment made by the Buyer under any invoice first against default interest and then against the oldest receivable. This provision hereby waives the rights of the Buyer (debtor) referred to in Article 451 §1 of the Civil Code. At the same time HANBUD reserves the right to set off other claims and liabilities in accordance with the provisions of the Civil Code.

21. Submitting a complaint does not entitle the Buyer to withhold payment for the delivered Product or its part, as well as the Logistical Fee.
22. Products for which Hanbud has not received payment in full remain the property of Hanbud.

§ 6. Product quality

1. HANBUD is obliged to deliver Products free from physical and legal defects. If the products have physical defects, HANBUD will accurately describe and mark the nature of the defects in the offers and price lists available in the Customer Service Points and on its websites, as well as through HANBUD's sales representatives. Photographs of defects can also be provided upon request.
2. The provisions concerning the warranty for physical defects of the Product (only on the basis of Article 558 of the Civil Code) shall not apply to the sale of the Products to a Buyer who is not a Consumer.
3. Consumers are entitled to rights against HANBUD resulting from the warranty for physical and legal defects of the Products specified in the Civil Code (Article 556 et seq. of the Civil Code). These rights shall be vested irrespective of the rights resulting from the quality guarantee referred to in §7, §7A and §7B of the GTS, if the Consumer is entitled to them.
4. Distributors who have concluded an Agreement with HANBUD shall only have the rights set out in Article 5761 5764 of the Civil Code
5. HANBUD is released from liability under the warranty if the Buyer was aware of the defect at the time of conclusion of the Agreement and despite it decided to purchase the Product.
6. A complaint for physical and legal defects of the Product may be reported to HANBUD at the addresses given on the Website or to HANBUD's sales representatives. When submitting a complaint, it is necessary to provide as much information and circumstances as possible concerning the subject of the complaint, in particular the type and date of the irregularity and contact details. The information provided will significantly facilitate and speed up the consideration of the complaint by the Seller. Each quality complaint should be supplemented with photographic documentation showing the reported defects.
7. Complaints must be submitted each time using the Complaint Protocol form available at www.hanbud-dachy.pl or to HANBUD employees.
8. Complaints regarding the quantity and specifications of the Products delivered shall be considered provided that a protocol is drawn up or described on the consignment note and confirmed with the carrier's signature on the day of unloading (in accordance with the Storage and Transport Instructions attached to each package). The fact that a complaint has occurred should be reported via e-mail no later than 7 days after delivery. The Seller shall consider the complaint immediately, no later than within 14 days from the date of its receipt.
9. If the Product has a defect, the Consumer may demand that the Product be replaced with a defect-free one or that the defect be rectified.
HANBUD may refuse to satisfy such a Consumer's demand if it is impossible to bring the defective Product into conformity with the Agreement in the manner chosen by the Consumer or, in comparison with the other

possible manner of bringing it into conformity with the Agreement, would require excessive costs.

10. If the Product has a defect which is not an insignificant one, the Buyer may make a declaration of reduction in the selling price of the Product or of withdrawal from the Agreement, unless HANBUD immediately and without undue inconvenience to the Consumer replaces the defective Product with a defect-free one or removes the defect. This restriction does not apply if the Product has already been replaced or repaired by HANBUD or HANBUD has fulfilled its obligation to replace the Product with a defect-free one or to remedy the defect. The Consumer may demand that the Product be replaced with a defect-free one instead of the repair proposed by HANBUD, or that the Product be repaired in place of the replacement of the Product, unless bringing the Product into conformity with the Agreement in the manner chosen by the Consumer is impossible or would require excessive costs compared to the manner proposed by HANBUD.
11. HANBUD is liable under warranty if a physical defect in the Product is found within two years from the date of delivery of the Product to the Buyer. In the case of goods classified as two types, this applies to defects other than those giving rise to the classification of the product in the above category
12. A claim for removal of a defect or replacement of the Product with a defect-free one shall become time-barred after one year, counting from the date on which the defect was found, but the period of limitation cannot end before two years from the date on which the Product was delivered to the Buyer.
13. The Consumer may submit a declaration of withdrawal from the Agreement or reduction of the price due to a defect in the Product within a period of one year counting from the date on which the defect was found, however, the period of limitation cannot end before the lapse of two years from the date on which the Product was delivered to the Buyer. If the Buyer requested the replacement of the Product with a defect-free one or the removal of the defect, the period for submitting a declaration of withdrawal from the Agreement or a reduction in price starts to run when the period for replacement of the Product or removal of the defect has expired ineffectively.
14. HANBUD shall consider the consumer's complaint within 7 (seven) days of receipt. If the Consumer has requested the replacement of the Product or the removal of the defect or has made a declaration of price reduction, specifying the amount by which the price is to be reduced, and HANBUD has not responded to this request within 14 (fourteen) days, the request is deemed justified.
15. HANBUD shall respond to the complaint at its own discretion: in writing to the complainant's address or by e-mail to the e-mail address indicated by the complainant.
16. If the complaint is not accepted, HANBUD will inform in writing whether it agrees to an out-of-court resolution of the dispute with the Consumer, as referred to in the Act on Consumer Disputes, and in the event of such consent, indicate the entities entitled to conduct such proceedings. As long as such effect is provided for in the Act on Consumer Disputes – failure to provide information about the lack of consent out-of-court resolution of a dispute with the Consumer when forwarding the refusal to consider the complaint, HANBUD shall be deemed to have agreed to out-of-court resolution of that dispute with the Consumer, and the competent authority to conduct the dispute shall be the Voivodeship Inspectorate of Trade Inspection in Warsaw or another authority indicated in the Act on Consumer Disputes.

§ 7. Quality guarantee

1. The quality guarantees provided by HANBUD are personal guarantees and are only available to the owner of the Product who has fulfilled the conditions specified in the GTS and Warranty Cards.

2. In principle, the quality guarantee is granted exclusively to the Buyer, however, if the Product covered by the quality guarantee is sold by the Distributor, the quality guarantee is granted to the Buyer of the Product who proves that they purchased the Product from the Distributor. If the Distributor sells the Product, they lose their rights from the quality guarantee.
3. HANBUD provides a quality guarantee for particular groups or types of Products on separate terms.
4. The quality guarantee does not exclude, limit or suspend the Buyer's rights under the provisions of the warranty for Product defects, unless such rights have been excluded under the Terms and Conditions.

§ 9. Limitation of liability

1. Subject to §9.3 of the GTS below, notwithstanding any other provisions of the Agreement and the GTS, and to the extent that this does not violate mandatory provisions of law: HANBUD's total liability to the Buyer for all damages, claims and demands based on all grounds (including damages, claims and demands in tort, non-performance of the agreement, warranty, guarantee, assurance or statutory duty, failure to exercise due diligence, absolute liability) shall not exceed an amount equal to the value of the Agreement (gross price of the Product). This also applies to damages resulting from defects in the Products.
- 2.
2. Subject to §9.3 of the GTS below, HANBUD 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, whether indirect or consequential, suffered by the Buyer.
3. The limitations of liability referred to in §9.1-2 of the GTS above shall not apply to Agreements concluded by HANBUD with Consumers.

§ 10. Additional provisions for Distributors – conditions of further Sales of Products. Use of the Trademark

1. If the Buyer purchases the Products from Hanbud as a Distributor, i.e. for further sale in the course of its business, they undertake to sell the Products in a professional manner and in accordance with the Consumer Act, if the sale is made to Consumers.
2. The Distributor selling Products purchased from HANBUD is obliged to inform further purchasers of the terms and conditions of the quality guarantee provided by HANBUD, provided that they apply to the buyer.
3. On the basis of a separate written authorisation and to the extent specified therein, HANBUD may grant the Distributor, at its request, the right to use the HANBUD Trademark and/or the Trademark for the purpose of selling the Products. A Distributor who uses the HANBUD Trademark and/or the Trademark is obliged to observe the graphic form of the Trademark (logo) and its colours.

§11. Final Provisions

1. The provisions of Polish law shall apply to matters not regulated by these GTS, however, this clause shall not apply to Agreements concluded with Consumers.
2. These GTS exclude the application of the Vienna Convention of 11 April 1980 on the International Sale of Goods.

3. The Buyer undertakes to immediately notify HANBUD in writing of any change of their registered office or place of residence and correspondence address. Failure to give notice shall result in the fact that deliveries made to the addresses indicated in the order or in signed Agreements or other agreements shall be deemed to be effective, provided that this reservation does not apply to Consumers.
4. HANBUD and the Buyer shall endeavour to settle amicably all disputes arising in connection with the performance of agreements covered by these GTS. In the event of an amicable settlement of the matter, the Polish common court of general jurisdiction for the registered office of HANBUD as at the date of bringing the action shall have jurisdiction to settle the dispute, however, the contractual determination of jurisdiction shall not apply to Agreements concluded with Consumers.
5. The Buyer shall not be entitled to transfer their rights or obligations under these Terms without the prior written consent of HANBUD.
6. HANBUD reserves the right to amend these GTS. Amendments shall become effective upon their announcement on the Website. HANBUD will inform the Buyers with whom it has permanent commercial cooperation about the planned amendment to the GTS 7 days before its planned announcement. The amended Terms and Conditions shall apply to Agreements concluded after the amendments to the Terms and Conditions come into force.

These GTS apply from 03.02.2020