

GENERAL SALES TERMS AND CONDITIONS

(Hereinafter: "GTC")



§ 1. General provisions

1. The General Sales Terms and Conditions specify principles for conclusion of sales agreements for goods offered by Droma - Sunshade Experts Sp. z o.o. [Limited Liability Company] (hereinafter: "Droma - Sunshade Experts Sp. z o.o.") solely to business entities (entrepreneurs) or other entities not being consumers (hereinafter: "Agreements").
2. GTC shall form an integral part of all Agreements; therefore, they shall apply to all trade relations with business entities (entrepreneurs) and other entities not being consumers (hereinafter: "Buyers"), unless the parties to the Agreement specify in a relevant Agreement that individual GTC provisions or GTC as the whole do not apply to a relevant Agreement.
3. GTC are provided in the price list furthermore, they are available at <http://www.sunshade-experts.com>, and disclosed in this form are treated as terms and conditions with which the Buyer has become acquainted. When the Buyer maintains a long-term business relationship with Droma - Sunshade Experts Sp. z o.o., its acceptance of GTC for one order is considered as Buyer's acceptance of GTC for all other orders / Agreements.

§ 2. Offers, models, samples

1. Offers, advertisements, pricelists and other publications concerning goods offered by Droma - Sunshade Experts Sp. z o.o. are solely for guideline purposes, and models and samples of goods presented by Droma - Sunshade Experts Sp. z o.o. shall be treated solely as guideline materials; advertisements or announcements concerning offered goods published by Droma - Sunshade Experts Sp. z o.o., as well as goods models and samples presented by Droma - Sunshade Experts Sp. z o.o. shall not constitute an offer or any confirmation of characteristics for goods sold by Droma - Sunshade Experts Sp. z o.o..
2. Prices specified in pricelists do not include VAT.

§ 3. Payment terms

1. A payment for received goods shall be made on a basis of a VAT invoice issued by Droma - Sunshade Experts Sp. z o.o., according to payment terms agreed between Droma - Sunshade Experts Sp. z o.o. and the Buyer.
2. The Buyer shall not be entitled to deduct from payment due to Droma - Sunshade Experts Sp. z o.o. for purchased goods any debts due to it from Droma - Sunshade Experts Sp. z o.o., or to suspend payments for any reasons. Notification of goods defects or incorrect performance of the Agreement shall not authorise the Buyer to suspend payment for goods, in total or in part.
3. The Buyer shall become an owner of goods at the moment of paying the total price of these goods within the term specified in § 3.1 of GTC (reservation of a title to an item sold, under Article 589 of the Civil Code Act). When the Buyer does not pay the price within the specified deadline, Droma - Sunshade Experts Sp. z o.o. shall be entitled to demand return of unpaid goods from the Buyer, and payment of its remuneration when goods were used or damaged.
4. A date of effective payment by the Buyer shall be understood as a date of crediting a bank account maintained for Droma - Sunshade Experts Sp. z o.o.
5. When the Buyer is in default with payments due under more than one invoice issued by Droma - Sunshade Experts Sp. z o.o. under § 3.1 of GTC, Droma - Sunshade Experts Sp. z o.o. shall be entitled to set off any payment made by the Buyer for any invoice issued by Droma - Sunshade Experts Sp. z o.o. first against any interests on delay, and then against the oldest receivables due; to avoid any doubts, under the above provision the Buyer waives its rights as a debtor under Article 451.1 of the Civil Code.

§ 4. Concluding of the Agreement

1. The goods purchased by the Buyer are issued under the Agreement concluded in accordance with § 4.4 of GTC.
2. The order should be placed by fax, e-mail or in writing using the Order Form available at www.sunshade-experts.com, and it should specify, in particular, the Buyer's detailed name and address, goods together with their specification, and quantity of ordered goods. It should also be placed by a person authorised to place orders in the name of the Buyer; the person placing the order in the name and on behalf of the Buyer shall be authorised to make and receive acknowledgements and statements of will in the name and on behalf of the Buyer.
3. On receiving the order described in § 4.2 of GTC, Droma - Sunshade Experts Sp. z o.o. shall make an offer to the Buyer by fax, e-mail or in writing. The offer shall, at least, include identification of goods being a subject matter of the order together with their specification, quantity of ordered goods, date and place for goods delivery, method for goods issuing, and payment terms and deadline.
4. The Agreement shall be concluded when the Buyer accepts the offer described in § 4.3 of GTC, by fax, e-mail or in writing.

§ 5. Goods issuing

1. On the moment Droma - Sunshade Experts Sp. z o.o. issues goods to the Buyer, goods-related benefits and burdens shall be transferred onto the Buyer, together with a risk of accidental loss or damage of issued goods.
2. The location of the service performance by Droma - Sunshade Experts Sp. z o.o., i.e., the location of goods issuing, shall be a location of goods unloading. This principle shall not apply to a situation when goods are not transported by vehicles provided by Droma - Sunshade Experts Sp. z o.o.. In such event the location of the service performance by Droma - Sunshade Experts Sp. z o.o. shall be understood as a location where goods are issued to the Buyer or Buyer's carrier.
3. When goods are transported by vehicles provided by Droma - Sunshade Experts Sp. z o.o., the cost of transport is subject to individual arrangements between the parties.
4. The Buyer shall be obliged to start unloading goods from a vehicle of a carrier provided by Droma - Sunshade Experts Sp. z o.o. immediately, and no later than within 1 (in words: one) hour of the vehicle arrival to its destination within the Buyer's working hours. When the deadline for unloading is not met, Droma - Sunshade Experts Sp. z o.o. shall be entitled to:
 - a) leave the unloading location; costs of repeated transport of goods to perform the concluded Agreement shall be charged to the Buyer; or
 - b) charge a fee to the Buyer for a delay in goods unloading, in the amount of EUR 20 (in words: twenty) for each hour of delay in goods unloading; and the Buyer shall be obliged to remedy any damage suffered by Droma - Sunshade Experts Sp. z o.o. as a result of not meeting the deadline for starting the unloading; The Buyer shall be obliged to provide people able to unload goods, ensuring continuity, efficiency and effectiveness of goods unloading.
5. Directly on goods reception the Buyer shall be obliged to thoroughly inspect the external condition and quantity of goods issued and specify in the goods issue form available at www.sunshade-experts.com any possible goods shortages or external damages, including goods damaged in transport. For its effectiveness, the note on goods external damages or shortages in the goods issue form shall require a signature of a person from Droma - Sunshade Experts Sp. z o.o. who issued the relevant goods. When the Buyer fails to examine the external condition or quantity of issued goods immediately on their issuing, and to state any shortages or external damages in the goods issue form available at www.sunshade-experts.com, the Buyer shall lose its right to any warranty claims or any claims resulting from performance of the Agreement against Droma - Sunshade Experts Sp. z o.o., related to possible goods defects concerning their external condition or shortages, excluding a situation when Droma - Sunshade Experts Sp. z o.o. concealed these defects wilfully, or the damage was wilfully inflicted by Droma - Sunshade Experts Sp. z o.o..
6. Droma - Sunshade Experts Sp. z o.o. and the Buyer mutually agree that the date specified in § 5.5 of GTC is sufficient for the Buyer to examine the quantity and the external condition of goods issued.

§ 6. Warranty, performance of the Agreement

1. Goods shall be sold by Droma - Sunshade Experts Sp. z o.o. under the concluded Agreement, in accordance with Technical and Operational Documentation, Declaration of Performance for external systems, Declaration of conformity for internal systems with electric drive and Information on safety elements installation for internal systems with cord and chain drive, with which the Buyer became acquainted no later than on the day of placing the order, as specified in § 4.2 of GTC. The Buyer shall not be entitled to claim the ordered goods do not conform to the placed order or the concluded Agreement when the goods have been manufactured in accordance with Construction and Design Documentation and were installed, set working, and operated in accordance with documents for the ordered goods: Technical and Operational Documentation, Declaration of Performance for external systems, Declaration of conformity for internal systems with electric drive and Information on safety elements installation for internal systems with cord and chain drive.
2. To be entitled to claims resulting from the goods defects warranty, the Buyer shall be obliged to notify goods defects to Droma - Sunshade Experts Sp. z o.o..
3. To execute rights resulting from the warranty, all defects in goods or the Agreement performance shall be notified to Droma - Sunshade Experts Sp. z o.o. immediately in the Complaint Form / warranty / paid services, available at www.sunshade-experts.com, by e-mail to the address: service@sunshade-experts.com
 - 1) for notifications resulting from issuing goods not conforming to the order, including quantitative goods non-conformances - on the day following issuing of goods at the latest;
 - 2) for notifications resulting from goods defects caused in transport, for which Droma - Sunshade Experts Sp. z o.o. shall be held responsible - on the day of goods unloading at the latest;

Droma - Sunshade Experts Sp. z o.o. and the Buyer agree mutually that deadlines specified in § 6.3.1 and 6.3.2 of GTC are sufficient for the Buyer to examine issued goods and notify Droma - Sunshade Experts Sp. z o.o. about goods non - conformance to the order placed, or about goods defects caused in their transport.

4. Subject to § 6.3 of GTC, the Buyer should notify defects in goods or in performance of the Agreement no later than within 5 (in words: five) years of the day the goods were issued to the Buyer. For exceptions to these warranty conditions, the product states which conditions have been changed.
5. Failure to notify defects in goods or in performance of the Agreement within deadlines specified in § 6.3 and 6.4 of GTC shall be understood as Buyer's waiver and results in loss of warranty rights and rights to claims on incorrect performance of the Agreement, excluding a situation when Droma - Sunshade Experts Sp. z o.o. concealed these defects wilfully, or the damage was wilfully inflicted by Droma - Sunshade Experts Sp. z o.o.
6. In each case defects in goods or in performance of the Agreement are notified, a basis for claim handling by Droma - Sunshade Experts Sp. z o.o. and a precondition for an effective notification of defects in goods or in performance of the Agreement shall be:
 - 1) taking photos of defective goods and attaching them to the Complaint Notification form;
 - 2) on Droma - Sunshade Experts Sp. z o.o. request, filming and delivering to Droma - Sunshade Experts Sp. z o.o. a video documenting goods performance in a way allowing identification of goods defects or of incorrect performance of the Agreement within 14 (in words: fourteen) days of delivering Droma - Sunshade Experts Sp. z o.o. request to the Buyer;
 - 3) enabling Droma - Sunshade Experts Sp. z o.o. service to examine goods notified as defective by the Buyer, on each Droma - Sunshade Experts Sp. z o.o. request.Until the final handling of the complaint, the Buyer shall be obliged to store goods delivered to the Buyer in a correct way, preventing their possible use, damage or destruction.
7. When defects notified by the Buyer are considered valid, under the warranty the Buyer shall only be entitled to demand from Droma - Sunshade Experts Sp. z o.o. to:
 - 1) remove defects in delivered goods;
 - 2) reduce price of defective goods;
 - 3) replace defective goods, defective goods components or subunits with those free of defects; where Droma - Sunshade Experts Sp. z o.o. shall be solely authorised to decide, at its own discretion, about a method in which Droma - Sunshade Experts Sp. z o.o. performs its obligations, and obligations specified in § 6.7.1) and 6.7.3) of GTC can be performed solely by Droma - Sunshade Experts Sp. z o.o. or by entities indicated or accepted by Droma - Sunshade Experts Sp. z o.o. in writing, or shall be considered null and void.
8. When in specific circumstances (e.g., lack of relevant goods in Droma - Sunshade Experts Sp. z o.o. range) replacement of goods, their components or subunit with the same type is not possible, and Droma - Sunshade Experts Sp. z o.o., as a part of performance of its duties specified in § 6.7 of GTC, decides to replace goods, goods component or subunit, Droma - Sunshade Experts Sp. z o.o. shall replace goods, their component or subunit with another type of technical parameters as close as possible to the original ones. This action shall also be understood as performance of Droma - Sunshade Experts Sp. z o.o. obligations as specified in § 6.7 of GTC.
9. Droma - Sunshade Experts Sp. z o.o. performance of its obligation specified in § 6.7 exhausts all Buyer's claims arising from notification of defects in goods sold or in performance of the Agreement.
10. Droma - Sunshade Experts Sp. z o.o. shall not be held liable for defects in goods or incorrect performance of the Agreement, as well as shall not have any tortious liability, resulting:
 - 1) from or during goods unloading;
 - 2) from incorrect installation or operation of goods, when those activities were performed by the Buyer itself or ordered by it from third parties, or when incorrect installation or use of goods was performed by a final buyer of goods who acted contrary to an instruction received from Droma - Sunshade Experts Sp. z o.o. in that respect;
 - 3) use of goods by the Buyer, third persons, or a final buyer contrary to their technical parameters and functional properties;
 - 4) unauthorised changes made in goods by the Buyer or by a final buyer of goods;
 - 5) performance and design errors of third parties.
11. To all issues concerning Droma - Sunshade Experts Sp. z o.o. liability for defects in goods sold, relevant provisions of the Civil Code concerning physical and legal defects warranty, and performance of the agreement, including provisions of GTC, shall apply.
12. Droma - Sunshade Experts Sp. z o.o. liability for damages due to non-performance or incorrect performance of the Agreement and tortious liability for damages shall be limited to the sales price of defective goods sold or relevant goods sold, and in the event of a defect in goods component, to the value of that defective component, unless the defect was wilfully caused by Droma - Sunshade Experts Sp. z o.o.

13. When Droma - Sunshade Experts Sp. z o.o. is not able to meet its obligations due to a Force Majeure event, the Buyer shall not be entitled to any warranty, tort or non-performance or incorrect performance claims. Events considered as a Force Majeure event shall include, but shall not be limited to, disruptions in plant functioning not caused by Droma - Sunshade Experts Sp. z o.o., limitations caused by actions of authorities, natural catastrophes, strikes, and similar.

14. Transfer of any receivables due to the Buyer from Droma - Sunshade Experts Sp. z o.o. for performance of the Agreement shall require Droma - Sunshade Experts Sp. z o.o. consent, requiring a written form for its effectiveness.

§ 7. Personal data protection, sending of commercial data

1. The Buyer grants its consent for Droma - Sunshade Experts Sp. z o.o. or entities acting under Droma - Sunshade Experts Sp. z o.o. order to process the personal data supplied by the Buyer in relation to performance of Agreements and for marketing purposes related to Droma - Sunshade Experts Sp. z o.o. business operations, under provisions of the Personal Data Protection Act of 29 August 1997 (consolidated text - Journal of Laws of 2014, item 1182, as amended).
2. In accordance with the Act on Rendering Electronic Services of 18 July 2002 (consolidated text - Journal of Laws of 2013, item 1422, as amended). The Buyer gives its consent for Droma Sunshade Experts Sp. z o.o. or entities acting under Droma - Sunshade Experts Sp. z o.o. order in relation to performance of the Agreement, to send commercial messages and information to the e-mail address provided by the Buyer, in accordance with provisions of the above Act.

§ 8. Final provisions

1. The parties shall strive to amicably solve all disputes resulting from concluded Agreement.
2. When a dispute cannot be solved amicably, it shall be referred to a common court of law having jurisdiction over the city of Gliwice. To avoid any doubts, the above provision does not concern an arbitration tribunal.
3. All Agreements shall be governed by the laws of Poland.
4. In their relations, Droma - Sunshade Experts Sp. z o.o. and the Buyer exclude application of the United Nation Convention on the International Sale of Goods, concluded in Vienna on 11 April 1980 (Journal of Laws of 13 May 1997).
5. All deliveries related to performance of the concluded Agreement shall be made to addresses specified: in the placed order for the Buyer, and in the acceptance for Droma - Sunshade Experts Sp. z o.o..
6. The Buyer undertakes to notify in writing all changes specified in Buyer's contact details. When the Buyer fails to fulfil this obligation, any communications sent to the Buyer to the address notified in its order shall be deemed delivered effectively.
7. To all issues not governed by this Agreement relevant provisions of the Polish law, and the Civil Code and the Commercial Companies Code, shall apply.
8. Should any provision of the concluded Agreement be found invalid, this shall not affect validity of its remaining provisions.
9. Should any provision of GTC become invalid due to changes in relevant Acts, this shall not affect validity of its remaining provisions.