

GENERAL TERMS AND CONDITIONS (hereinafter referred to as GTC)

Świat Lnu Sp. z o.o. Based in Kamienna Góra, ul. Nadrzeczna 1a
registered at the Company Register run by District Court for Wrocław
Fabryczna in Wrocław IX Economic Department of National Court Register
under the number KRS 0000037171,
Tax ID 526-25-66-337 (hereinafter referred to as ŚL).

1. General trade terms and conditions apply to all sales and deliveries of ŚL, excluding sales made to consumers based on the provisions of the Law on Consumer Rights dated 30 May 2014. ([Journal of Laws of 2014, item 827](#)).
2. Any information ŚL about the products and services are available in promotional folders and on the website www.swiatlnu.pl, and they do not constitute an offer within the meaning of Art. 66 and also Art. 661 of the Polish Civil Code.
3. Orders are accepted in a written or oral form, and become binding only when confirmed in writing by ŚL. Any changes to the order require to be in a written form.
4. In the case of manufacture of products or provision of services in accordance with the model set by the Customer / Recipient, or one represented by ŚL, ŚL undertakes to perform their reproduction as well as it is technically possible. In the execution of the agreement, minor deviations shall be allowed from the model in terms of appearance, colour subject to technical capabilities.
Minor deviations are not subject to complaint.
5. The customer must have a copyright or protection rights for designs submitted into production. ŚL is not liable for any claims of third parties in this respect.
6. Deviations in the size range of the delivery and technical specification of products are allowed in accordance with the generally accepted tolerance, ie. +/- 5%.
7. The delivery is made to the address indicated by the Customer. Unless, the Supplier and the Recipient agree otherwise. The Customer remains liable to pay. Partial deliveries are permissible.
8. In case of delivery delay by ŚL, the Customer is entitled to exercise his or her conferred statutory rights, only after an additional delivery time is established with ŚL.
9. In case of experiencing obstacles not attributable to ŚL, the delivery date shall be respectively extended, regardless of whether they occur by the Customer, Recipient, ŚL or third parties (e.g. failures, problems with importation or exportation, abandonment of work, strikes, shortages of raw materials, delays of sub-contractors, all kind of violence, etc.).
10. The Customer and the Customer shall not make any claims for damages, repairs or replacement of the product, or withdraw from the agreement for reasons of delivery delays not attributable to ŚL, and also, when the damage is not caused by gross negligence or deliberate action by ŚL.
11. Compensation for consequential damages in the form of loss of profits is excluded.
12. Until the payment of the total purchase is made, the delivered products remains the property of ŚL.
Until full settlement of claims, the Customer shall bear the full risk of loss, deprivation or deterioration of the product under normal use.
13. In the case of occupying the products before the date of transition of their property rights by the Customer (point 12), by a third party, the Customer / Recipient shall inform that they are the property of ŚL and shall mark them properly, and immediately notify ŚL about the seizure made.
14. Payment to ŚL are gross payments in the currency in which they were issued on invoices and bills, within the time limit set by the ŚL in the order confirmation or otherwise indicated in a different form by ŚL, unless there is a lack of separate written agreements in this regard. The payment period is counted from the date on the invoice date or bill.
15. Advance payment made are not subject to interest or valorisation.
16. Any prohibition of assignment and terms of the Customer with a similar wording shall not be valid.

17. In the case of delay in acceptance of the product and / or service, ŚL has the right to issue an invoice for the value of the product and / or service, and to store it at the risk and cost of the Customer (0,1% gross amount of the invoice for each commenced calendar day) at the premises of ŚL or also at the cost and risk of the Customer at an authorised entity. In case of delay in the receipt of the product and / or service, ŚL shall be liable only for gross fault or deterioration of the item sold and / or delivered. If the damage taken by ŚL for failure of receipt of the product by the Recipient / Customer exceeds the proprietary contractual penalty, ŚL is entitled to collect the payment of supplementary claim on General Terms and Conditions.
18. Customer / Recipient is obliged to check the product and / or service to the amount at the time of delivery, and to the quality within 7 days of receipt, and within this period, notifications of any defects shall be made immediately. Complaints must be in writing and all documents related to this agreement shall be forwarded to ŚL, information about the invoice number and delivery document number, providing evidence for existing defects (including photographic documentation) identifies the subject of complaint, the cause of complaint and complaint proceedings.
19. In the event of defects of the product and / or service for reasons attributable to ŚL, ŚL has the right, at its sole discretion, to remove the defect or replace the product free of defects. If the removal or repair of the defect cannot be completed, ŚL reserves the right to terminate the Agreement. Acceptable remains several attempts to remove the defects, repair the product or implementation of replacement delivery.
20. If awarded warranty by ŚL for the products, accountability for this - and under the warranty does not cover:
 - a. damages caused by failure to perform required maintenance services.
 - b. damages caused by natural wear, excessive loading, faulty maintenance.
 - c. damages caused by the effects of chemical, electrical or electrolytic processes, impacts of water, wind and the like.
 - d. damages caused during transport.
 - e. damages resulting from other causes not attributable to ŚL.
21. Warranty claims to ŚL can only be made by the Customer.
22. ŚL may provide guarantees for the products subject to terms and conditions agreed upon separately. The warranty neither excludes, restricts nor suspends the rights of the consumer arising from the implied warranty for the defects of the product sold.
23. In the event of unlawful withdrawal from the Agreement by the Customer, the Customer shall, at the discretion of ŚL (also in the absence of fault or damage) to pay a lump sum compensation (contractual penalty) at 30% of the bill or invoice or fixed salary. If the damage caused to ŚL for withdrawal from the Agreement exceeds the proprietary contractual penalty, ŚL is entitled to collect payment of the supplementary claim on General Terms and Conditions.
24. At any time, ŚL can terminate the Agreement without incurring any liability, if the Customer's circumstances justify the assumption that he or she will not be able to meet its payment obligations under the sales contract and / or delivery, particularly if there are payment delays or judicial findings that the Customer has creditors with whom he or she needs to settle debts or for the initiation of enforcement proceedings or bankruptcy. If the occurrence of the circumstances referred to in the previous sentence, the Customer may at the discretion of ŚL (also in the absence of fault or damage) remain obliged to pay a lump sum compensation (contractual penalty) of 30% of the bill or invoice or fixed salary. If the damage to ŚL for withdrawal from the agreement exceeds the proprietary contractual penalty, ŚL is entitled to collect payment of supplementary claims on General Terms and Conditions.
25. Customer through cooperation with ŚL agrees for ŚL to use any information given under jointly implemented projects, including to inform potential customers, without limitation, as to the form of presentation and the place of publication of the agreement execution by ŚL to the Customer.
26. Contractual relationship between ŚL and the Customer is subject to Polish law. The Convention

on International Agreements of the Sale of Goods dated 11.04.1980, the Vienna Convention, CISG is excluded.

27. The Customer directing an order to ŚL, confirms that he or she carefully read the GTC and that they accept them fully.
28. The Customer is not entitled to assign its claims against ŚL.
29. Invalidity of individual provisions of the GTC now or in the future will not affect the validity of the remaining provisions. In this case, the Customer and ŚL will replace the ineffective provision by another provision, as close as possible to achieve the economic provision being replaced.
30. ŚL allows conclusion of other mutually agreed terms and conditions with the Customer.
31. The written form for actions referred to in the GTC remain reserved to be invalid. An equivalent to the written form shall be registered letter, fax, if the sender has evidence of transmission or e-mail, if the recipient acknowledges the receipt of an e-mail message.
32. In matters not covered by the above provisions, the provisions of the Polish Law shall apply, in particular the provisions of the Civil Code (dated 23 April 1964 (Journal of Laws No. 16, item 93)).
33. All disputes and claims relating to the sale, supply or arising from other issues will be decided by the competent Polish courts of law having jurisdiction for the seat of Świat Lnu Sp. z o.o.

GTC were approved by the management board of Świat Lnu Sp. z o.o. on 15th February 2016