

BROOKVENT

GENERAL TERMS OF SALES

I. GENERAL PROVISIONS

1. General Terms of Sales (GTS) regulate the rules for the processing of orders and the sales of products outside of Poland by the company Brookvent Polska Sp. z o. o. with its registered office in Trzebnica.
2. GTS constitute an integral part of sales contracts and the related service provision contracts concluded between the company Brookvent Polska sp. z o. o. with its registered office in Trzebnica and the Buyers of the products it offers, unless such contracts provide otherwise.
3. The terms used in these GTS shall have the following meaning:
 - a. „**Buyer**” – contractor purchasing products or services from the Seller. These GTS shall apply only to contractors (entrepreneurs, as per Art. 43¹ of the Civil Code) who are not Consumers within the meaning of Art. 22¹ of the Civil Code;
 - b. „**GTS**” – these General Terms of Sale along with amendments and all attachments;
 - c. „**Product**” – products, goods and services constituting the subject of the Seller’s business activity and included in the Seller’s commercial offer within the above scope;
 - d. „**Carrier**” – courier, transport or forwarding company;
 - e. „**Complaint**” – Buyer’s objections regarding the quantity or quality of the released Product;
 - f. „**Seller**” – the company Brookvent Polska Sp. z o. o. with its registered office in Trzebnica, at ul. Milicka 51C, KRS number 0000463156 NIP: 9151790915, District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Division of the National Court Register;
 - g. „**Parties**” – Seller and Buyer.
4. GTS are appended to each offer sent to the Buyer. Additionally, GTS are published on the Seller’s website www.brookvent.pl.
5. In the event the Parties remain in permanent economic relations, it is assumed that the Buyer accepts GTS in the wording published on the Seller’s website, and issuing and attaching GTS to each offer or invoice is not necessary.

II. ORDERS

1. The Buyer may place orders in writing, via e-mail and in person.
2. An order placed in person should be confirmed in writing and signed by the person placing the order.
3. In the event the Seller avails of the ordered assortment:
 - a. Orders placed and confirmed by the Seller on a business day will be realized within 72 hours;
 - b. Orders placed on a non-business day will be processed within 72 hours counted from the beginning of the first business day after the non-business day.
4. In the event the goods are not in stock, the Seller shall notify the Buyer about the possible date of delivery. In such a situation the order will be processed after the Buyer accepts the specified date.

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5. The Seller's assortment is delivered to the Buyer at the prices indicated in the price list or in the commercial offer, valid as at the date of placing the order.
6. Any discounts on price list prices are confirmed in writing in a commercial offer sent to the Buyer via e-mail by the Seller's representative.
7. The Seller delivers goods to the Buyer through an agreed Carrier. The Buyer has also an option to collect the goods in person, directly from the Seller's warehouse. The Buyer bears all costs and risks of the Product transport.
8. The Buyer is obliged to timely pay the invoice (document) amount and then to immediately collect the ordered goods (third party or own transport).
9. In the event of failure to meet the obligation to pay for and collect the goods (third party or own transport), the Seller may charge the Buyer with the costs of the order, delivery and storage of goods for the period from the date of placing the order.
10. After the expiry of the deadline for payment without effect, the Seller will send a call to the Buyer and determine an additional deadline for payment and collection of the order, not longer than 5 business days. After the expiry of this period, the Seller may withdraw from the contract with the right to claim reimbursement of the costs referred to in point II.9 from the Buyer.
11. The Seller shall not be held liable for delays in delivery and other damages resulting from force majeure or acts or omissions of the Carrier and of the Seller's suppliers.
12. The Buyer is obliged to indicate a person authorized to collect the Product via e-mail, on the phone or in writing at any stage of the order. Otherwise, the Product will be delivered to the address indicated in the order, to the Buyer's hands, a member of the household or a person active on-site. All risks, in particular risks related to damage or accidental loss of the Product (including loss of the Product by the person collecting it on behalf of the Customer) are transferred to the Customer upon delivery of the Product in a manner consistent with the above provisions.

II. RETURNS

1. The delivered Product may be returned to the Seller solely upon a written or e-mailed consent of the Seller.
2. In the event of mechanical damage to the goods delivered by the Carrier, the Buyer should, first of all, file a complaint with the Carrier, notifying the Seller of the fact.
3. A product sent back by the Buyer without a written or e-mailed consent of the Seller will be:
 - a. Sent back to the Buyer at its expense, or
 - b. Retained by the Seller as security for receivables and claims arising from its sale to the Buyer.
4. In the event specified in point III.3.b. the Seller may charge the Buyer with a product storage fee in the amount of PLN 100 net (one hundred zlotys) for each commenced day of storage (converting by volume to a euro pallet), counted from the date the product is received into the warehouse by the Seller.
5. Returns and pick-ups, referred to in the preceding points, are made by the Buyer at its own expense and risk.

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6. Return of products under this point III. is acceptable provided the products are new, never installed, never used, are not display items and are packed in their original packaging.
7. Returns of products are not allowed in the case of varnished products and non-standard products, i.e. in particular custom products, ordered and/or manufactured specifically at the Buyer's request.

III. WARRANTY

1. Detailed warranty rules are described in a separate document called General Terms of Warranty.

IV. COMPLAINTS

1. Buyer's Complaints regarding:
 - a. the quantity of the delivered product shall be processed if they are lodged to the Seller in writing or in the form of an e-mail message not later than within 5 business days from the date of the delivery of goods.
 - b. the quality of the delivered product shall be processed if they are lodged to the Seller in writing or in the form of an e-mail message not later than within 10 business days from the date of the delivery of goods.
2. Complaints lodged after the above-mentioned deadlines shall not be processed as then the Seller's liability regarding the quantity and quality of the Product expires. The above is without prejudice to warranty provisions.
3. Products that have been installed, fitted or which had any changes introduced are not subject to quantity and quality complaints.
4. Processing of a Complaint accepted by the Seller consists in supplementing quantitative shortages or replacing defective Products with defect-free ones within the standard period of 14 business days. In special cases this period may be extended, which will be communicated to the Buyer within 14 business days from the date of lodging the complaint. The Seller shall not be held liable for damages resulting from delays in delivery, contractual penalties imposed on the Buyer or any other financial damages of the Buyer.

V. PAYMENTS

1. The price, payment method, payment date, currency and the Seller's bank account number are indicated in the invoice. In the case of pursuing a claim expressed in foreign currency before a court, the Seller may claim the equivalent of the amount indicated in the invoice converted into PLN according to the exchange rate on the date the claim was due.

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2. If the payment date indicated in the invoice is earlier than the invoice delivery date, the payment deadline is seven days from the date of delivery of the invoice.
3. The following forms of payment are acceptable: bank transfer prior to delivery (prepayment), cash on delivery, cash, transfer on a deferred payment date agreed with the Buyer.
4. Payment date shall be the date the Seller's account is credited.
5. In the event the Buyer fails to timely pay the invoice, the Seller shall have the right to:
 - a. charge the Buyer with maximum statutory interest,
 - b. suspend deliveries to the Buyer until overdue payments are settled,
 - c. report the amounts due for recovery by third party,
 - d. change the deferred payment date for subsequent deliveries to the Buyer to prepayment, cash on delivery or cash.
6. In the event a situation described in point VI.4.c. arises, the Seller reserves the right to cancel the previously granted discount. In such a case the Seller will charge the Buyer with an invoice whose amount will be the equivalent of the granted discount. In addition, the Seller has the right to charge the Buyer with the costs of third party debt collection.
7. The Seller reserves the ownership of the sold goods until the Buyer pays the entire price.
8. Lodging a complaint does not release the Buyer from the obligation to make a timely payment of the price for the delivered goods.

VI. OTHER PROVISIONS

1. The Seller reserves the right to change the offer of goods at any time, and to change the technical specification of the sold goods. The Seller does not guarantee availability of any goods in its offer and therefore shall not be held liable for inability to process orders placed for goods from the current offer. The Seller shall immediately notify the Buyer if it is unable to process the order.
2. The Seller does not accept any General Terms of Sales that could be applied by the Buyer.
3. The order and the obligations of the Parties described in GTS are governed and construed in accordance with the Polish law. The Buyer hereby submits to the jurisdiction of the common courts in Poland. The United Nations Convention on Contracts for the International Sale of Goods is hereby not applicable. Any and all disputes shall be resolved by the Polish common court competent for the registered office of the Seller.
4. In the event of disputes, the competent court for their resolution will be the court competent for the registered office of the Seller.

Attachments:

1. Service Request

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