

# **GENERAL TERMS AND CONDITIONS OF AGREEMENTS (GTC)**

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**POLON-ALFA S.A.**



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# POLON-ALFA S.A. General Terms and Conditions of Agreements (GTC).

## 1 Introduction

- 1.1 The General Terms and Conditions of Agreements (GTCs) set forth below constitute general terms and conditions within the meaning of Article 384 of the Act of April 23, 1964, Civil Code (Journal of Laws No. 16, item 93, as amended, i.e. June 9, 2022, Journal of Laws of 2022, item 1360) and form the basis for the execution of offers, sales, deliveries, guarantees/complaints, returns and warranty repairs carried out by POLON-ALFA S.A., hereinafter referred to as the Supplier defining the rules of cooperation with the contractor hereinafter referred to as the Client, jointly referred to as the Parties.
- 1.2 These GTCs are provided to Clients as part of the commercial offer prepared by the Supplier or are provided to Clients in the course of negotiations aimed at concluding the Contract or are attached as an integral part (annex), to the contracts concluded with Clients. Effective transmission of these GTCs shall also be deemed to include notification to Clients of their availability on Supplier's website.
- 1.3 The Client, by placing an order, agrees to accept and abide by these GTCs.
- 1.4 Client's acceptance hereof a first contract implies their agreement to be bound by the provisions of the GTCs for subsequent transactions as well. These GTCs replace the previous version and apply to contracts entered into after the date of their adoption.
- 1.5 In special cases, the Supplier may waive specific provisions of GTCs. Deviations from these GTCs shall be effective only if they arise from the Supplier's offer constituting an offer within the meaning of the Civil Code or are expressly formulated in electronic or written form and accepted by the Supplier.
- 1.6 Products are defined as products produced by the Supplier. Goods are defined as complementary elements of the Supplier's offerings produced by third-party manufacturers. Information on the manufacturer of the Products and Goods sold can be found in the offer and in the technical documentation. Products and Goods are hereinafter referred to as Equipment.
- 1.7 Force Majeure shall be understood as an event of a sudden and extraordinary nature, beyond the control of the Parties, which the Parties could not foresee at the time of concluding the Agreement and which they were unable to prevent, in particular: epidemic, pandemic, flood, fire, earthquake, other natural disasters, action of a military nature, terrorist attack, war, riots, strikes, acts of government.
- 1.8 The Supplier is engaged in the manufacture and sale of Products and the sale of Goods which, as a result of appropriate selection and installation - by specialized external companies - become elements of fire alarm systems. The supplier does not sell fire protection systems, but all their certified components.
- 1.9 The Supplier is not engaged in the business of assembling, installing, maintaining, configuring and commissioning the Equipment sold, these activities are not part of the contract. The Supplier shall not be liable for damages resulting from improper assembly, installation or commissioning of the Equipment, in particular, if they occur as a result of improper compliance with the instructions.
- 1.10 Making objections as to the quality of the delivered Products (complaint) or returning the delivered Equipment shall be made in accordance with these GTCs.

## 2 Offer, prices, conclusion and execution of the contract

- 2.1 The final prices included in the offers are net prices and are valid for the execution of the entire offer. A change in quantity may require the preparation of a new bid.
- 2.2 The offer is not considered a sales document, especially a VAT invoice.
- 2.3 The validity period of the bid for Products is 30 days from the date of sending it to the Client, for Goods it is 14 days.
- 2.4 The offer, as well as the attachments to the offer, contain or may contain information constituting the Company's business secrets within the meaning of Article 11(4) of the Act of April 16, 1993 on Combating Unfair Competition (Journal of Laws No. 47, item 211, consolidated text of June 26, 2003. Journal of Laws No. 153, item 1503, as amended). The contents of the bids and their attachments are intended only for the addressee, making them available to third parties may violate the law. The supplier does not agree to sharing the aforementioned documents with third parties.
- 2.5 In order for the sale to be finalized, it may be required to establish additional payment security in the form of, for example, a bank guarantee, a promissory note.
- 2.6 Unless otherwise agreed by the Parties, the contract shall be deemed concluded when the Supplier confirms the order. It is considered sufficient for the Supplier to send an order confirmation by e-mail. The order confirmation is the Supplier's response to:
  - Client's order or
  - Client's approval of Supplier's offer.
- 2.7 Confirmation of the order shall include confirmation of the material part of the Parties' agreement on the content of the contract and the content or reference to these GTCs.
- 2.8 If the Parties are in permanent business relations, Supplier's failure to respond promptly to Client's order shall not be considered as Parties' conclusion of a supply agreement.
- 2.9 Significant changes (more than 5% in relation to the parameters as of the date of the offer) in exchange rates (NBP averages), the amount of customs duties, insurance premiums, transportation fees or changes in the amount of other fees that occurred after the time of the supply contract, affecting the increase of the cost of order execution, entitle the Supplier to suspend the execution of the contract until new transaction terms are agreed with the Client.
- 2.10 In the event of Force Majeure or other circumstances beyond the Supplier's normal operations, the Supplier shall have the right to suspend the execution of the order until the aforementioned circumstances cease.
- 2.11 The scope of the order/delivery is strictly defined in the sales contract, order or order confirmation of the Supplier. Changes and additional arrangements require confirmation in electronic or written form, depending on the form of the amended agreement. A change to an order made after it has already been accepted results in possible extra charge to the Client for the costs associated with the change.

- 2.12 The contract is considered to be fulfilled by the Supplier at the moment of placing the subject of the contract at the disposal of the Client or at the moment of its shipment from the Supplier's warehouse to the place and according to conditions specified in the contract.
- 2.13 The Parties agree that the Supplier's liability for damages relating to delivery as well as any other services rendered by the Supplier to the Client shall be limited solely to damages caused by willful misconduct and shall not apply to liability for lost profits, downtime, loss of orders, contract losses and any consequential damages.

### **3 Payment terms**

- 3.1 Payment terms are determined individually for each Client.
- 3.2 The Supplier may make the commencement of the order contingent on prepayment by the Client.
- 3.3 In the event of a significant change or cancellation of an order by the Client, including an order to prepare production of Products dedicated to the order, regardless of the right to reimbursement and demand for remuneration, the Supplier shall be entitled to retain the prepayment received.
- 3.4 In the event of a significant deterioration in Client's ability to pay or its creditworthiness, the Supplier is entitled to waive its obligations until payment is made in full, or it may require additional security for payment.
- 3.5 The Client shall not be entitled to withhold payment due to complaints or other claims related to the performance of the Delivery.
- 3.6 Deductions of receivables by the Client against receivables from the Supplier shall require the written consent of the Supplier.
- 3.7 The Supplier shall be entitled to set off mutual receivables with the Client, in particular those related to the cost of repairs, service trips and transportation costs, which the Client is obliged to pay.
- 3.8 In the event of default of payment by the Client, the Supplier shall be entitled to charge interest at the rate of interest for delay in commercial transactions.
- 3.9 In case of failure to pay on time (more than 30 days), declaration of Client's bankruptcy or insolvency, all receivables of the Supplier from the Client become immediately due and payable.
- 3.10 For the purpose of fulfilling the obligation under the Law on Prevention of Excessive Delays in Commercial Transactions, the Supplier declares that it is a large enterprise.

### **4 Delivery / Transportation**

- 4.1 The parties agree on the form and cost of delivery under the offer. In the absence of arrangements in this regard in the bid, the Equipment shall be transported at the expense and risk of the Client. Upon delivery of the Equipment by the Supplier to the Client, including the carrier performing the delivery, all risks, including accidental loss or damage in transit, shall be fully transferred to the Client. The above shall apply to all cases of transportation of the Equipment to the Customer and return of the Equipment to the Supplier in the process of sale, complaint, return, repair, etc., unless other arrangements are made in the bid document. The Supplier shall not be liable to the Customer for delays in transportation, including delays that occur for reasons attributable to the carrier.
- 4.2 Upon receipt of the order from the carrier, the Client is obliged to verify in the presence of the carrier the received shipment to determine whether it was not damaged in transit and whether it is complete. In the event of damage, discrepancy in the quantity or type of Equipment, the Client shall immediately draw up a discrepancy report, confirmed by the carrier.
- 4.3 In the event that the delivery, the cost of which has been determined on the part of the Supplier, does not take place due to the fault of the Client, another attempt to deliver the same shipment will be made at the expense of the Client.
- 4.4 If the Client picks up the order directly from the Supplier, the Client shall accept the order within 7 days from the date of notification of readiness for acceptance. In the event of a delay in receipt of the order by the Client, the Supplier reserves the right to charge storage costs in the amount of 0.2% of the order value per day.
- 4.5 Delays in payment of the required down payment or other obligations of the Client to the Supplier may result in a delay of the delivery date.
- 4.6 The Supplier shall inform the Client of Force Majeure or other disruptions in production or circumstances leading to an extension of the delivery and contract performance on the part of the Supplier.
- 4.7 The delivery dates specified in the contract are approximate delivery dates. Exceeding the delivery date which the Client will be informed of shall exclude all claims of the Client on this account.

### **5 Warranty**

- 5.1 The Supplier guarantees the correct operation of the Products as described in the Operation and Maintenance Manual and the technical and operating documentation.
- 5.2 The Supplier guarantees the Products according to the following rules (counting from the date of sale):
  - 2 years for Products, unless otherwise indicated below.
  - 2 years for PAVENO AND VENO hardware,
  - 2 years for VENTUM-branded products,
  - 2 years for components for discontinued fire alarm systems sold as spare parts.
  - 6 months for items that were subject to repair by the Supplier.
- 5.3 The warranty is valid under the following conditions:
  - The products have been installed and are being used and operated in accordance with the provisions of the documentation provided with the products,
  - no structural changes to the Products and repairs have been made by the Client,
  - installed Products are periodically maintained, and these activities are documented,
  - the claimant has and will make available for verification the purchase document confirming entitlement to the warranty.
- 5.4 The warranty covers only defects arising from causes inherent in the sold Product and does not include, in particular:
  - mechanical damage,
  - materials classified as consumable during normal operation such as printer ribbons, fuses, batteries installed in the Products.
  - defects that are not reported during the warranty period,
  - defects caused by the connection of the wrong supply voltage or incorrect electrical installation;
  - Products in which a breach of seals or other factory security features is found,

- damage to the Products resulting from external events, such as fires, floods, strong power surges caused by lightning or power surges, flooding, etc.,
  - damage caused by the use of accessories and items of equipment other than those supplied or recommended.
  - Damage caused by dirt or improper storage of the Products.
  - Loss of data stored in the Products' memory (such as system configuration).
- 5.5 The Supplier's obligation under the warranty covers only the rights set forth herein. Further claims of the Client related to the defect of the Products, including claims for damages, are excluded.
- 5.6 The Supplier verifies the right to warranty based on its own sales records and serial numbers of the Products.

## 6 Complaints

- 6.1 Complaints shall be considered and processed in accordance with these GTCs.
- 6.2 The following email address is dedicated to handling complaints: [serwis@polon-alfa.pl](mailto:serwis@polon-alfa.pl)
- 6.3 Complaints about deliveries received should be reported immediately upon receipt of the shipment, no later than 3 working days. The date of filing a claim is the date on which the claim form is sent to the Supplier or the date on which the claim is submitted to the supplier's service department by e-mail.
- 6.4 To make a claim, complete and submit one of the dedicated forms available on the Supplier's website and attach a discrepancy report signed by the carrier (Section 4.2 of the T&Cs) - if applicable - and send it back, along with the Products, if the claim concerns defects in the Products, to the address:  
POLON-ALFA S.A., ul. Glinki 155, 85-149 Bydgoszcz
- 6.5 The request for the arrival of service within the warranty period is made using the forms available on the Supplier's website.
- 6.6 During the warranty period, the Supplier offers to send the Client (for certain Products) replacement Products for use during the warranty consideration period, subject to availability. The request for this solution is made by submitting the appropriate form. Upon receipt of the aforementioned request, the Supplier's service contacts the Client to make arrangements and verify eligibility for this service.
- 6.7 The Supplier undertakes to consider complaints, properly submitted, within 14 working days from the date of receipt of the Products which the complaint was made against.
- 6.8 Upon completion of the verification of the reclaimed Products, the Supplier shall inform the Client of the acceptance or non-acceptance of the claim in the form of an e-mail or in the form of a repair report.
- 6.9 If the complaint is accepted, the Supplier may repair the Products, replace them with new, defect-free ones or carry out the return of the Product - issue a correction document to the presented proof of purchase.
- 6.10 Implementation of the complaint in the manner described above excludes the possibility of claiming further compensation and damages.
- 6.11 If the complaint proves to be unfounded, the cost of the expertise and complaint procedure will be charged to the Client.
- 6.12 The filing of a complaint does not relieve the Client from the obligation to pay the Supplier on time.
- 6.13 Warranty rights do not include Client's right to claim reimbursement for lost profits due to the failure.
- 6.14 The Supplier shall have the right to dispose of, at the expense of the Client, Products that were subject to a complaint and have not been sent back or picked up by the Client within 3 months from the resolution of the claim.
- 6.15 In accordance with Section 4.1 hereof, postage costs associated with the complaints process are to be borne by the Client. The costs of customs, clearance, taxes etc. are paid by the Client.

## 7 Exclusion of warranty

- 7.1 The Supplier's warranty liability to the Client under Article 558 of the Civil Code in conjunction with Article 612 of the Civil Code is excluded in its entirety.

## 8 Post-warranty repairs

- 8.1 The Supplier, as a manufacturer of fire alarm systems and dosimetry equipment, performs warranty repairs and post-warranty repairs of the Products sold against payment.
- 8.2 The following email address is dedicated for contacting the Supplier regarding post-warranty repairs: [serwis@polon-alfa.pl](mailto:serwis@polon-alfa.pl)
- 8.3 The Supplier may refuse post-warranty repair of Products that have been manufactured more than 10 years ago, the production of which is not continued and whose replacement parts are no longer available. The possibility of post-warranty repair of individual multi-year Products should be verified with the Supplier's service department.
- 8.4 Notification (sending) of Products for repair and calling for the arrival of service shall be reported using the forms respectively located on the Supplier's website.
- 8.5 Prices for post-warranty repairs are listed in the Supplier's service price list. Prices for post-warranty repairs can be set individually.
- 8.6 In accordance with Section 4.1 hereof, postage costs associated with the repair process are to be borne by the Client. The costs of customs, clearance, taxes etc. are paid by the Client.

## 9 Use of Intellectual property rights

- 9.1 If the delivery is made on the basis of documentation provided by the Supplier, the rights that will arise in the course of the contract, in particular, property copyrights, industrial property rights, including: patents, rights to utility models, industrial designs, trademarks shall remain the property of the Supplier.
- 9.2 All transaction documents provided to the Client before or after the conclusion of the contract shall remain the exclusive property of the Supplier. The Client must not use, copy, duplicate or transfer them to third parties without the consent of the Supplier.
- 9.3 The Supplier authorizes the Client to use materials describing the Products provided directly by the Supplier or found on the Supplier's websites, provided that the usage rules contained in the following sections of the GTCs are respected.
- 9.4 The Client is authorized to use only the rights, materials and trademarks which the Supplier holds rights to. An up-to-date list of trademarks which the Supplier is exclusively entitled to is published on the Supplier's website.
- 9.5 The Supplier authorizes the Client to use, distribute and publish trademarks and marketing materials (described in Section 10.4 of the GTCs) in the following manner and under the following conditions:
- to signify that the Supplier is cooperating with the Client,
  - on all kinds of advertising materials accepted in writing by the Supplier,
  - in advertising campaigns in the press, radio and other audiovisual media, approved in writing by the Supplier

- to promote the Supplier's Products at fairs, exhibitions, shows, training courses, websites and audiovisual media, among others.
  - all advertisements and marketing materials require written approval from the Supplier prior to public dissemination or publication,
  - before granting permission to distribute or publish an advertisement or material, the Supplier reserves the right to make changes to the design of the advertisement or marketing material, as well as to indicate additional requirements and conditions which it makes the issuance of permission to use the marks conditional on.
- 9.6 The Client is not entitled to:
- change the proportions, colors and elements of the aforementioned trademarks, nor animate, distort or otherwise modify their appearance,
  - change the proportions, colors and elements of the transferred promotional materials, nor to animate, distort or otherwise modify their appearance, unless it is necessary for translation into another language and other reasons accepted in writing by the Supplier,
  - display trademarks belonging to the Supplier in publications, websites, and other materials, the content of which disparages the Supplier or its Products and services, violates its intellectual property or other rights, or is contrary to the laws of the country or international law.
- 9.7 The manner in which the Client will use the aforementioned rights shall in no way misrepresent the nature of the relationship between the Supplier and the Client; in particular, suggest the existence of capital, agency, representation or any other non-existent formal business relationship.
- 9.8 This authorization does not give the Client a license to use trademarks which the Supplier has rights for.
- 9.9 The Supplier reserves the right to unilaterally decide to revoke or change the rights to use the mark at any time, without requiring a reason.
- 9.10 The property copyrights of any promotional materials provided to the Client are the property of the Supplier and allowing the use of promotional materials does not constitute a transfer of rights to them to the Client.
- 9.11 The Supplier also reserves the right to take legal action against the Client who acts contrary to these rules and infringes the Supplier's intellectual property or other rights.

## 10 Termination of agreement

- 10.1 If, for reasons beyond the Supplier's control, there is a significant increase in the cost of delivery, a significant delay or inability to deliver, or if the Supplier determines that the financial situation of the Client has deteriorated in such a way as to justify a presumption that the Client may not meet its contractual obligations, the Supplier may, at its option, withdraw from delivery in whole or in part, or, with the consent of the Client, make delivery on revised terms. In such a case, the Supplier shall not incur negative legal consequences against the Client, in particular, an obligation to compensate for damages.
- 10.2 The Supplier may withdraw from delivery in case of significant (more than 30 days) payment delays on the part of the Client.
- 10.3 If the Client cancels the order for reasons not attributable to the Supplier, it is entitled to a contractual penalty in the amount of 10% of the value of the contract and reimbursement of the costs incurred to date in preparing the execution of the order.
- 10.4 In the event of Force Majeure, the Supplier's liability for partial or full performance of the contract is excluded.

## 11 Final provisions

- 11.1 In each case, the GTCs are an integral part of the sales contract concluded between the Client and the Supplier.
- 11.2 The provisions of the Polish Civil Code shall apply to matters not governed hereby.
- 11.3 The law applicable to matters related to these GTCs is Polish law. The court of competent jurisdiction for disputes arising from the application of these GTCs and related to the performance of the Agreements shall be the court with jurisdiction over the Supplier's registered office. The Supplier shall also be entitled to bring an action before the court having jurisdiction over the Employer's registered office.
- 11.4 The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions of these GTCs.



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