

GENERAL TERMS OF SALE B2B

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Seller	TOMPOL-MED Ludmiła Biadaszkiewicz-Strugała, selling under the ProRoof brand
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This document applies exclusively to B2B sales.

Translation of the Polish original (for convenience). In the event of any discrepancy the Polish version prevails and is binding (§ 22).

§ 1. General provisions

1. These General Terms of Sale (the “GTS”) set out the rules for the sale of products by TOMPOL-MED Ludmiła Biadaszkiewicz-Strugała, selling under the ProRoof brand, hereinafter the “Contractor”.
2. The GTS apply exclusively to contracts concluded with entrepreneurs and other entities purchasing products in connection with their business or professional activity, hereinafter the “Customer”.
3. The GTS are not intended for consumer sales. If mandatory provisions of law grant certain rights to a natural person conducting business activity in connection with a specific contract, those provisions take precedence over any conflicting provision of the GTS.
4. The GTS form an integral part of the Contract if they were made available to the Customer before the Contract was concluded in a manner enabling the Customer to read them, save them and reproduce them later.
5. In the event of conflict between documents, the following take precedence in this order: the individual Contract signed by the Parties, the Contractor’s Order Confirmation, the accepted Offer of the Contractor, these GTS, and then other documents relating to the Order.
6. The Buyer’s general terms of purchase, regulations or other standard contract terms do not apply, unless the Seller has expressly accepted them in documentary or written form.

§ 2. Definitions

1. **Product** – a movable item offered or manufactured by the Contractor, in particular a roof overflow, an emergency overflow, a roof drainage element, an element made of stainless steel, PVC/PVC-U, TPO/FPO, an element for bituminous waterproofing, a sheet metal element, an element made to measure or any other product indicated in the Offer or the Order Confirmation.
2. **Custom Product** – a Product manufactured or modified in accordance with the dimensions, drawing, design, configuration or other requirements of the Customer.
3. **Offer** – a commercial proposal concerning Products submitted by the Contractor.
4. **Order** – a statement of the Customer specifying the Products, quantity, parameters and agreed purchase terms.
5. **Order Confirmation** – a document or reply message of the Contractor confirming acceptance of the Order for execution.
6. **Contract** – a sales or supply contract concluded between the Contractor and the Customer.
7. **Technical Documentation** – in particular drawings, sketches, 2D/3D models, CAD files, specifications, dimension lists and other documents concerning the Product.

§ 3. Information on Products and Offers

1. Information published on the Contractor’s website, in catalogues, advertising materials, price lists, visualisations, photographs and 3D models is for information purposes only, unless expressly stated otherwise.
2. Photographs, visualisations and models of Products may show an example of execution.

3. Standard technological differences are permissible, resulting in particular from manual production, material properties, welding, bending, grinding, surface treatment or other production processes, provided that they do not materially affect the agreed functionality of the Product.
4. The Offer is valid for the period stated in it. If no validity period is specified, the Offer may be changed or withdrawn until the Contract is concluded.
5. The price stated in the Offer covers the scope specified in it. A change of dimensions, material, number of Products, method of execution, delivery or other parameters may result in a change of price and lead time.

§ 4. Dimensions and tolerances

1. Unless otherwise specified in the Offer, the Order, the Technical Documentation or the Order Confirmation, a manufacturing tolerance of ± 3 mm applies to the dimensions of Products made by hand or individually.
2. A Product dimension within the agreed tolerance does not in itself constitute non-conformity of the Product with the Contract.
3. If, because of the method of installation or project requirements, a smaller tolerance must be maintained, the Customer should inform the Contractor of this before the Contract is concluded.
4. Special tolerances require the Contractor's express confirmation.
5. The Customer is responsible for the correctness of the dimensions, data, drawings, models, specifications and other information provided to the Contractor.
6. If the Contractor has prepared Technical Documentation on the basis of the Customer's data and sent it for acceptance, production may begin after the Customer has accepted it.
7. Acceptance of the Technical Documentation means the Customer's confirmation in particular of the dimensions, quantities, configuration, material and other parameters stated in it.

§ 5. Conclusion of the Contract and acceptance of the GTS

1. Placing an Order by the Customer does not mean that it is automatically accepted by the Contractor, unless the sales process used clearly indicates otherwise.
2. The Contract is concluded when the Contractor sends the Order Confirmation to the Customer or otherwise clearly accepts the Order.
3. The GTS apply to the Contract on condition that they were made available to the Customer before the Contract was concluded and that the Customer had the opportunity to read them.
4. In the case of online orders, the Customer accepts the GTS by ticking the relevant checkbox before placing the Order.
5. In the case of orders placed by e-mail, the GTS may be provided as an attachment to the Offer, the Order Confirmation or a message preceding the conclusion of the Contract. The Contractor may require express confirmation of their acceptance.
6. GTS made available electronically should be capable of being saved and reproduced later by the Customer.

§ 6. Change or cancellation of the Order

1. After the Contract has been concluded, the Customer is not entitled to cancel or change the Order unilaterally, unless such a right expressly follows from the Contract.
2. Custom Products are made for a specific Customer and may be unsuitable for further sale.
3. The Contractor may, at its own discretion, agree to cancel or change the Order.
4. When agreeing to cancel the Order, the Contractor may make this conditional on the Customer paying the justified cancellation costs determined by the Contractor, in particular the costs of design and technical work, purchased or ordered materials, production begun or completed, subcontractors, packaging, storage and transport.
5. The total amount of cancellation costs may not exceed 100% of the net value of the cancelled part of the Order, without prejudice to other due amounts under the Contract.
6. If a Custom Product has already been fully manufactured in accordance with the Contract, or the execution has reached a stage at which the Product or specially purchased materials cannot be economically used for other orders,

the Contractor may make its consent to cancellation conditional on payment of up to 100% of the net value of the given Product or of the cancelled part of the Order.

7. A mere request by the Customer to cancel the Order does not terminate the Contract.

§ 7. Prices and taxes

1. Unless stated otherwise, the prices given by the Contractor are net prices.
2. VAT will be added to the price according to the rules and rate applicable to the given transaction.
3. The settlement currency is the currency specified in the Offer, the Order Confirmation or the invoice.
4. **The application of the 0% VAT rate, in particular in the case of an intra-Community supply of goods, depends on the fulfilment of the conditions arising from the applicable tax regulations.**
5. The Customer is obliged to provide the Seller with correct tax data, including an active EU VAT number, where required.
6. If the information provided by the Buyer proves incorrect and this results in an obligation to charge tax or the arising of other public-law liabilities, the Parties will make an appropriate correction of the settlement to the extent permitted by law.

§ 8. Payments

1. Payment is made on the terms specified in the Offer, the Order Confirmation or the invoice.
2. The Seller may require a prepayment of part or all of the price before production begins.
3. The basic form of payment is a bank transfer. If the Contractor makes the relevant functionality available, payment may also be made by payment card or through a payment operator.
4. A deferred payment term requires the express consent of the Contractor.
5. The payment date is the date on which the Contractor's bank account is credited, unless mandatory provisions provide otherwise.
6. In the event of late payment, the Contractor may demand interest for late payment in commercial transactions and the due costs of debt recovery in accordance with applicable regulations.
7. In the event of arrears, the Contractor may, to the extent permitted by law, suspend the execution of the given or subsequent Orders, make further cooperation conditional on prepayment, and pursue due receivables.

§ 9. Lead time

1. The lead time begins to run once all conditions required to start production have been met, in particular after the Contract has been concluded, the required prepayment received, complete technical data received and the required Technical Documentation accepted by the Customer.
2. Lead times described as "indicative", "expected", "approximately" or in a similar way are estimates.
3. A lead time is guaranteed only if the Contractor expressly designates it as a "guaranteed lead time".
4. A change of the Order by the Customer may result in a corresponding postponement of the lead time.
5. A delay by the Customer in providing information, documents, acceptance or payment correspondingly postpones the lead time.

§ 10. Delivery and Incoterms® 2020

1. The manner, place and terms of delivery are specified in the Order Confirmation.
2. **The Incoterms® rules apply only where the Parties expressly indicate a specific Incoterms® rule and place of delivery in the Offer, the Order, the Order Confirmation or another agreed document. In that case, Incoterms® 2020 of the International Chamber of Commerce (ICC) apply, unless the Parties expressly decide otherwise.**
3. **If the Parties agree to apply an Incoterms® rule, the Order Confirmation should state the relevant rule and the exact place, e.g. "FCA Cmentarna 26, 63-200 Cielcza, Poland, Incoterms® 2020" or "DAP [exact customer address], Incoterms® 2020".**
4. In the case of FCA, the Contractor performs the delivery obligation in accordance with the FCA rule at the indicated place, and the risk passes in accordance with that rule.

5. In the case of DAP, the Contractor arranges transport to the indicated place of destination, and unloading is the Customer's responsibility, unless the Parties agree otherwise.
6. If the Parties do not agree on the application of any Incoterms® rule, the manner of delivery, the allocation of transport costs and the moment of passing of risk are determined by the Order Confirmation, the Offer, the individual arrangements of the Parties and these GTS.
7. The cost of transport is not included in the price of the Product, unless the Offer or the Order Confirmation provides otherwise.
8. Incoterms® do not regulate the passing of title to the Product, the payment term, warranty, complaints or the jurisdiction of courts.

§ 11. Passing of risk and retention of title

1. The risk of accidental loss of or damage to the Product passes to the Customer in accordance with the agreed Incoterms® 2020 rule or other delivery terms stated in the Order Confirmation.
2. Irrespective of the passing of risk, to the extent permitted by law, the Contractor retains title to the Products until full payment of all amounts due for those Products has been received.
3. Until title passes, the Customer is obliged to store the Products in a manner enabling their identification and not to take any action that could infringe the Contractor's rights, taking into account the mandatory provisions of the law applicable at the place where the Product is located.
4. In cross-border transactions, the effectiveness of the retention of title against third parties may be governed by the law of the country in which the Product is located.

§ 12. Acceptance of Products

1. When receiving a shipment, the Customer should check in particular the number of parcels or pallets, the condition of the packaging and any visible damage to the Products.
2. If transport damage is found, the Customer should, where possible, lodge a reservation with the carrier, draw up a damage report, take photographs and inform the Contractor without undue delay.
3. The absence of a damage report does not automatically result in the loss of all claims against the Contractor, but may make it more difficult to establish the time and cause of the damage.
4. The Customer should inspect the Products before installing them.
5. A Product whose defect or damage is visible before installation should not be installed before the further course of action has been agreed with the Contractor.

§ 13. Design, selection and installation

1. Unless the Parties expressly agreed otherwise, the sale of a Product does not include designing the roof drainage system, hydraulic calculations, determining the required number of overflows, their required capacity, the installation location, checking the entire design of the building or roof, or installing the Products.
2. The Customer is responsible for the correct selection of the Product for the specific building, design, roof system and waterproofing.
3. The Customer is responsible in particular for determining the required number, placement and capacity of overflows and for the compliance of the solution with the building design, technical requirements and regulations in force at the place where the investment is carried out.
4. Technical information on the Product provided by the Contractor does not constitute an installation design or a building design, unless the Parties have concluded a separate contract covering such a service.
5. Installation should be carried out in accordance with the Technical Documentation, the instructions and the principles of good building practice.

§ 14. Materials, use and working environment

1. Before purchase, the Buyer should check the suitability of the Product's material for the conditions in which it will be used.

2. The Contractor is not liable for damage arising after the risk has passed to the Customer, to the extent that it results in particular from incorrect installation, improper storage, mechanical damage, the use of aggressive chemicals, improper cleaning or maintenance, galvanic corrosion, the effect of an environment for which the given material was not intended, or modification of the Product without the Contractor's consent, provided that there is a corresponding causal link.
3. In the case of a particularly aggressive environment, including industrial, marine or swimming-pool environments, or exposure to special chemicals, the Customer should inform the Contractor of this before the Contract is concluded if the Customer expects confirmation of the suitability of a given material.

§ 15. Warranty for defects, guarantee and complaints

1. In B2B relations, the Contractor's liability under the warranty for defects of the Products is excluded to the broadest extent permitted by applicable law.
2. The exclusion does not apply in cases where, under mandatory provisions, this liability cannot be effectively excluded, in particular in the event of fraudulent concealment of a defect.
3. A quality guarantee applies only if the Contractor has expressly granted it in a separate document or in the Order Confirmation. The scope and period of the guarantee result from that document.
4. Irrespective of the above, the Customer may report to the Contractor a non-conformity or defect of the Product that has been found.
5. The report should contain, as far as possible, the Order or invoice number, the identification of the Product, a description of the problem, the date it was discovered, photographic documentation, information on the method of installation and conditions of use if relevant, and the expected way of resolving the matter.
6. Reports should be sent to: office@prorooft-systems.eu.
7. The Customer should enable the Contractor to examine the Product before any repair, modification, dismantling or destruction of the Product, unless immediate action is necessary to prevent further damage.
8. If the Contractor's liability is confirmed, the way of remedying the problem will be determined according to the circumstances and may include in particular repair, replacement, supplying a missing element, an appropriate reduction of the price or a refund of an appropriate part of the price.

§ 16. Liability of the Contractor

1. To the extent permitted by law, the Contractor is liable only for actual damage remaining in a normal causal connection with non-performance or improper performance of the Contract.
2. To the extent permitted by law, the Contractor is not liable for lost profits or for indirect, consequential or economic damage, in particular loss of production, loss of a contract, loss of revenue or downtime, unless mandatory provisions provide otherwise.
3. The Contractor's total liability relating to a specific Order, irrespective of the legal basis of the claim, is limited to 100% of the net value of the Order to which the event giving rise to liability relates.
4. The limitations of liability do not apply to damage caused intentionally by the Customer or in other cases in which limiting or excluding liability is inadmissible under mandatory provisions.
5. The Contractor is not liable for design decisions of the Customer or third parties or for the correctness of the design of the roof, the drainage system or the entire building, if their preparation was not the subject of a contract with the Contractor.

§ 17. Force majeure

1. A Party is not liable for non-performance or delay in performance of an obligation to the extent that it results from an event beyond its reasonable control, the consequences of which it could not reasonably have avoided or overcome.
2. Such events may include in particular war, armed conflict, riots, terrorism, fire, flood, natural disaster, epidemic or pandemic, strike, infrastructure failure, energy shortage, serious transport disruption, embargo, sanctions, actions of public authorities and extraordinary supply chain disruptions.
3. A Party affected by such an event should inform the other Party without undue delay, if this is reasonably possible.

4. The performance deadlines are extended accordingly by the duration of the obstacle and the time reasonably necessary to resume performance.
5. If the obstacle lasts longer than 60 days, either Party may terminate the unperformed part of the Contract by notice to the other Party, unless the Parties agree on another solution.

§ 18. Intellectual property and documentation

1. Intellectual property rights in materials prepared by the Contractor, in particular drawings, 2D and 3D models, CAD files, designs, structural solutions, visualisations, photographs, instructions, technical descriptions, production documentation and know-how, remain with the Contractor or the relevant rightholder, unless the Parties expressly decide otherwise.
2. Payment of the price for a Product does not mean a transfer of the economic copyrights to the Technical Documentation or a transfer of the Contractor's know-how.
3. The Customer may use the Technical Documentation provided to it to the extent necessary for the purchase, installation, use, operation, maintenance and servicing of the purchased Products and for carrying out the investment for which the Products were purchased.
4. Without the Contractor's prior consent, the Customer may not use the Contractor's Technical Documentation to manufacture Products itself, to commission their production by third parties, to copy the Contractor's solutions in order to place a competing product on the market, or to make the documentation available to third parties for the above purposes.
5. The Customer may pass the necessary part of the Documentation to the designer, contractor, investor or another participant in the investment, if this is necessary for the proper use of the purchased Product.
6. Documentation provided to the Contractor by the Customer may be used by the Contractor to the extent necessary to execute the Order.
7. The Customer declares that it is entitled to provide the Contractor with the documents and materials needed to execute the Order.

§ 19. Data and confidentiality

1. The Parties may use information received in connection with the performance of the Contract to the extent necessary for its performance and for fulfilling legal obligations.
2. Technical, commercial or organisational information expressly marked as confidential or manifestly confidential in nature should not be disclosed to third parties, except where necessary for the performance of the Contract or required by law.
3. The confidentiality obligation does not cover information that is publicly available without breach of the Contract.

§ 20. Governing law and CISG

1. The GTS, Orders and all Contracts between the Contractor and the Customer are governed by the law of the Republic of Poland, excluding conflict-of-law rules leading to the application of another law, to the extent that such a choice is legally permissible.
2. The Parties exclude the application to the Contract of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980 (CISG).
3. The above choice of law does not affect the application of provisions which, under the relevant regulations, cannot be excluded by contract.

§ 21. Jurisdiction

1. All disputes arising from the Contract or relating to it, including those concerning its conclusion, performance, termination, validity or interpretation, will be subject to the exclusive jurisdiction of the courts of the Republic of Poland having territorial jurisdiction over the Contractor's registered office, unless mandatory provisions provide otherwise.
2. The Parties regard this provision as a jurisdiction agreement with respect to the legal relationship arising from the Contract.

§ 22. Language versions

- 1.** The GTS may be made available in Polish and in other language versions, in particular German, Czech, French and Italian.
- 2.** Language versions should correspond in substance to the Polish version of the GTS.
- 3.** In the event of interpretative discrepancies between language versions, the Polish version is the source and prevailing version, to the extent permitted by the applicable law.

§ 23. Final provisions

- 1.** A change of the individual terms of the Contract requires agreement between the Parties in documentary or written form, unless the Contract requires a special form.
- 2.** If any provision of the GTS proves invalid, ineffective or unenforceable, this does not affect the validity of the remaining provisions of the GTS, unless the nature of the Contract requires a different result.
- 3.** The Parties will seek to replace such a provision with a solution that is lawful and as close as possible to its economic purpose.
- 4.** The current version of the GTS is made available by the Seller on the website www.prorooft-systems.eu and may be provided as an attachment to an electronic message.
- 5.** The version of the GTS accepted by the Buyer and applicable to the given Order applies to a specific Contract.
- 6.** The Seller should keep evidence that the relevant version of the GTS was made available to and accepted by the Buyer.