

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **1. General terms and conditions - Applicability**

- 1.1. These General Terms and Conditions of Sale, hereinafter referred to as "GTCS", define standard conditions under which commercial transactions between Multidekor Spółka z ograniczoną odpowiedzialnością Sp. K. (formerly Multidekor Professional Sp. z o.o.), hereinafter referred to as "Supplier", and the Purchaser take place. They constitute an integral part of each offer, price list and cooperation or sales contract, and undertaking cooperation constitutes at the same time automatic acceptance of GTCS by the Purchaser. If the parties have agreed on their rights and obligations in the form of a separate written contract, the provisions of such a written contract shall apply in the first place and the provisions of these GTCS only to the extent not regulated in the contract.
- 1.2. Any agreements concluded between the Supplier and the Purchaser in order to perform a contract shall be made in writing. Conflicting or different conditions of the Purchaser, in particular the purchase conditions, shall require a written confirmation by the Supplier for their validity. In case of simultaneous occurrence of two written confirmations containing divergent contents, the Supplier's confirmation shall be binding.
- 1.3. Written individual provisions shall have priority over GTCS.
- 1.4. GTCS are available on the company website [www.multidekor.pl](http://www.multidekor.pl) and bind the Purchaser, provided he had the opportunity to read them at the latest on the conclusion of the contract.
- 1.5. Any deviation from the General Terms and Conditions of Sale is possible only with the express consent of the Supplier, confirmed by authorized representatives in writing or in any other form appropriate for a given transaction.
- 1.6. Any authentic (i.e. prepared by the Supplier or upon its order) language versions of these GTCS shall be binding; however, in case of any interpretation doubts or disputes, the parties shall use the Polish language version.

### **2. Quote. Quote documents**

- 2.1. Visualization designs that are part of a quote are only computer simulations and are indicative. The Supplier shall not be liable for justifiable deviations from the visualization design, resulting in particular from the specificity of the sites where the decoration is mounted and the specificity of the materials and structures used. The Supplier informs that any quantities of elements have been estimated preliminarily and are subject to verification by the Purchaser as well as technical and mounting consultations at the site(s) where the decoration is mounted.
- 2.2. Quotes are subject to commercial confidentiality. The Parties undertake to keep confidential all information obtained in connection with the order being performed, unless its disclosure is required by applicable law.
- 2.3. The Purchaser consents to the use by the Supplier of photographs and videos of illuminations and decorations incorporating the Supplier's products.
- 2.4. All contracts must be in writing under pain of nullity and are hereby subject to these GTCS.
- 2.5. The Purchaser shall place orders in writing, based on the commercial terms proposed by the Supplier.
- 2.6. Any catalogues, folders, presentations and similar Supplier's materials, including those bearing the features of a quote or offer (including the name "quote" or "offer"), addressed to both the general public and the specific Purchaser shall be covered by secrecy of information, are of an exclusively informative nature and are not binding on the Supplier, constituting only an invitation to place orders by Purchasers, based on the goods descriptions and delivery terms, including prices, declared in them. Under no circumstances do they constitute offer within the meaning of art. 66 et seq. of the Civil Code, unless the Supplier expressly, in writing consents to such treatment.

- 2.7. When orders are placed on the basis of the Supplier's commercial terms and conditions defined in a particular commercial quote, the said quote must be referred to.
- 2.8. Commercial terms and conditions presented by the Supplier in quotes are developed for orders covering the whole given quote. Any change in the type, parameters or quantity of goods may result in changes in prices and other commercial terms.
- 2.9. The arrangements and additional agreements shall be confirmed in writing for their validity.

### **3. Order confirmation. Contract**

- 3.1. To be valid, the contract requires the consent of both parties expressed in writing and is concluded at the moment of order acceptance by the Supplier, i.e. when the order confirmation is received by the Purchaser or when other conditions of the contract previously agreed between the parties are met, unless the parties agreed otherwise.
- 3.2. After the conclusion of the contract, the Purchaser has no right to withdraw from it, except in the cases referred to in mandatory legal provisions.
- 3.3. Total or partial termination of the contract, including limitation of delivery, requires consent of the Supplier granted in writing.

### **4. Delivery and mounting**

- 4.1. The order execution starts from the moment any commercial and technical doubts are clarified, as well as after the payment of the full advance payment by the Purchaser, if any has been previously agreed by the Parties.
- 4.2. Deliveries shall be made without undue delay.
- 4.3. The dates declared in the order confirmation may be changed according to the circumstances which may take place after acceptance of the order for execution by the Supplier, and which may justify the change.  
This applies to the circumstances provided for in points 6 of these GTCS.
- 4.4. Unless the Purchaser's order clearly indicates a requirement to deliver the order in its entirety, the Supplier is entitled to make partial deliveries.
- 4.5. Failure to pay any amounts due by the Purchaser on time entitles the Supplier to suspend the order or provide services. This right of the Supplier shall last until the above-mentioned reasons for suspension of order execution cease to exist. In such cases, the previously agreed performance periods shall be extended accordingly.
- 4.6. The Supplier reserves the right to make reasonable changes to the designed decorations by replacing certain elements of the decoration with elements of the same material, aesthetic and functional value and of the same character (in the same colouring and shape), without however changing the character of these decorations. The Supplier shall inform the Purchaser about possible changes.
- 4.7. The Purchaser is obliged to verify the possibility of mounting the decorations at the mounting site against the guidelines provided by the Supplier and its own knowledge, and to provide the Supplier with information on the conditions and compliance of the mounting site with the provided guidelines. Lack of information from the Purchaser and failure to refer to the mounting guidelines provided if necessary within 7 days of receipt of the guidelines means confirmation of the possibility of safe mounting and compliance of the mounting site with the guidelines.
- 4.8. Where it is clear that the mounting of the decoration on site does not ensure the safety of its operation or poses a threat to human safety, the Supplier may refrain from carrying out the work.
- 4.9. If the mounting of the decoration is connected with the necessity to obtain any form of permissions or notification of the works being carried out, the obligations to take appropriate actions are the responsibility of the Purchaser
- 4.10. The Purchaser shall provide the Supplier with all necessary assistance for proper performance of the contract subject, in particular site plans, technical information and the power supply necessary to connect the light decorations.

4.11. the Purchaser shall indicate and ensure the Supplier's 24 /7 access to the facility in the period of preparation, servicing and storage, in so far as the subject of the contract covers these services.

4.12. The Purchaser shall provide lighting enabling people to work during the preparation, mounting and removal of the subject of the contract and direct access to 230V electricity.

4.13. If the mounting deadline is delayed for reasons attributable to the Purchaser, the Purchaser must request in writing that the mounting deadline be changed. If the Supplier does not consent to change the deadline, it has the right to immediately withdraw from the order in the remaining part. In such a case, the Purchaser shall pay for all documented preparatory activities of the Supplier, as well as a contractual penalty of 1/3 of the remuneration specified in the order. The contractual penalty shall be payable on the basis of a debit note, within 14 days from the date of withdrawal from the order.

4.14. If it is not possible for the Supplier to carry out the mounting for reasons attributable to the Purchaser, in particular lack of technical capacity to power the components of the decoration, the Purchaser shall be obliged to pay remuneration in the specified amount. In the absence of power supply lines, the Supplier shall mount decorative elements without electrical connections. Lack of power supply lines cannot be a reason to refuse to accept the decorations.

4.15. After each performance of the specified services, the Supplier shall notify the Purchaser of its readiness to accept the subject of the contract. Acceptance shall take place at a date and place agreed upon by the parties not later than 12 hours after the completion of mounting, confirmed by the Supplier's unilaterally prepared Completion of Works Record left at the facility's security or at the Purchaser's registered office and shall be confirmed by the Mounting Acceptance Record. Absence of the Purchaser or a representative authorized by the Purchaser within the prescribed period, recorded in the Acceptance Record, is tantamount to the acceptance of the subject of the contract without reservations. Acceptance may take place electronically. If the Purchaser fails to provide a completed and signed record within 3 days of its receipt, the Supplier shall deem the acceptance has taken place without reservations.

4.16. If any faults or defects are found as a result of the acceptance of the mounting, the Supplier shall remove the same within the period indicated by the Purchaser (not longer than 72 hours). When setting the time limit for the Supplier to remove defects or faults, the Purchaser shall take into account the nature of the defects or faults and the capabilities of the Supplier. The procedure of accepting the subject of the contract after repair remains analogous to clause 4.15.

## **5. Price and payment terms**

5.1. The prices included in the Supplier's quotes are for information purposes only.

5.2. Only prices included in the order confirmation are binding.

5.3. Unless otherwise specified in the order confirmation, the goods shall be released at the premises or warehouse of the Supplier.

5.4. The date of payment is the date of crediting the Supplier's account.

5.5. All payments should be made in accordance with the deadline set.

5.6. Failure to meet the payment deadline, payment in a form other than that agreed and payment of an incomplete amount shall not be accepted.

5.7. Unless another date for payment is agreed in writing, payment shall be made immediately to the bank account indicated by the Supplier.

5.8. Multidekor Spółka z ograniczoną odpowiedzialnością Sp. K., reserves the right to request at any time full or partial payment by way of an advance and/or a payment security.

5.10. If the payment term indicated in the order confirmation is longer than 60 days, the parties agree that the term has been agreed by way of negotiations and set in the terms and conditions of the contract, taking into account the characteristics of the performance, and is not unfair within the meaning of Art. 7.2 of the Act on Payment Terms in Commercial Transactions.

5.11. If the Purchaser makes the first transaction with the Supplier, the precondition for starting the execution of the order is to provide current founding documents of the Purchaser's company (NIP, REGON, National Court Register excerpt, certificate of entry into CEIDG or power of attorney of a person authorized by the Purchaser to conclude the transaction). If the entries in the mentioned documents are changed, the Purchaser is obliged to update them to the Supplier on an ongoing basis.

5.12. Irrespective of other rights resulting from GTCS, the Supplier retains the right to charge statutory interest for late payment on any outstanding amounts.

## **6. Force majeure**

- 6.1. In the event of circumstances beyond the control of any of the parties, in particular such as: random events, strikes, wars, terror attacks, fires, natural disasters, explosions, breakdowns - the execution of the order shall be suspended in whole or in part, until the above circumstances and their consequences for the transaction cease.
- 6.2. If the suspension of an order or part of it due to force majeure lasts longer than 3 months, each party has the right to withdraw from the transaction immediately without any negative consequences for itself, with written notification to the other party. Whatever the parties have so far provided to each other shall be refundable to the extent that the purpose of this benefit has not been achieved.

## **7. Warranty**

- 7.1. The Supplier provides a warranty in the scope and for the period depending on the subject of the order.
- 7.2. The warranty also applies to materials and equipment that will be made and replaced as part of the repair of warranty faults. In this case, the warranty period for the material or equipment in question shall be extended by the time the defect is rectified, repaired or the defective element, material or equipment is replaced.
- 7.3. The warranty covers defects caused by errors in design or execution or material defects. The Supplier shall not be liable under the warranty if the defect results from improper use or misuse of the goods, and in particular if it is related to a breach of their proper handling, storage, movement as well as mounting and assembly (if the Purchaser is responsible).
- 7.4. The warranty does not cover overt defects which the Purchaser could have detected (with due diligence) at the time of delivery of the goods, including the obligation to accept and examine them.
- 7.5. The warranty does not cover mechanical damage caused by third parties, for which the Supplier is not liable.
- 7.6. During the warranty period, the Supplier undertakes to proceed with the removal of the defect immediately after the Purchaser notifies him in writing, in the form of a complaint by fax or via e-mail: [sekretariat@multidekor.pl](mailto:sekretariat@multidekor.pl). The minimum content of the declaration should include details identifying the goods (sales invoice number, date of finding the defect and a detailed description of the defect itself as well as the circumstances of its disclosure and a photograph).
- 7.7. The removal of the defect shall take place no later than within 3 days from the date of delivery to the Supplier's premises of the defective element, unless it is not possible to remedy the defect within the above time limit for technical reasons. In such a case, the Supplier shall indicate the deadline for the removal of the defect within 3 days of receiving the notification.
- 7.8. All costs of dismounting and delivery of the warranty item to the seat of the Supplier and delivery of the warranty item after repair to the Purchaser and its remounting shall be borne by the Supplier. The costs of dismounting, mounting and delivery re-invoiced by the Purchaser to the Supplier shall be in accordance with market rates for the execution of the above works. By mutual agreement of the parties, it is allowed for the Supplier to perform warranty repairs on the site. In such a case, the work shall be carried out in accordance with the Supplier's records concerning the mounting of decorations. If the Supplier considers that the item is not subject to warranty repair, all costs shall be borne by the Purchaser.
- 7.9. In accordance with the Supplier's Warranty Document, the precondition for the Purchaser to assert its rights under the warranty is mounting, dismounting and maintenance of the subject of the contract by the Supplier or persons indicated by it (unless the parties have made separate arrangements in writing) and following the Decoration Operation Manual. The subject of the contract must also be stored according to the Supplier's recommendations.
- 7.11. The warranty does not cover wear and tear of materials resulting from normal operation (including change of colour of PVC elements and fabrics, change of light parameters under the influence of burning out of the light source, etc.)
- 7.12. Warranty for external decoration elements does not cover damage resulting from force majeure (wind above 17.2 m/s, temperature below -25°C)

7.13. The Supplier may also undertake to provide post-warranty maintenance services on separately agreed terms.

## **8. Reservation of title**

- 8.1. The delivered goods shall remain the Supplier's property reserved until the payment of the price and the payment of all claims resulting from the transaction as well as any additional claims arising in connection with the subject of the performance and any potential claims in the future.
- 8.2. The ownership title and the related right to request the release of the relevant products does not prevent the pursuit by the Supplier of claims for losses and/or lost profits.
- 8.3. All copyrights to the presentations, designs and any materials included in the presentations and designs are reserved for the Supplier.
- 8.4. The Parties undertake to keep confidential information about the terms of the transaction and any confidential information obtained in connection with it, unless disclosure is required by applicable law. Confidential information shall mean non-public technical, technological, organisational or other information of technical, technological or organisational value concerning the other party.
- 8.5. At the time of sale, the Supplier grants the Purchaser an irrevocable license, unlimited in time to use the subject matter of sale and the decoration design made by the Supplier in Poland. The licence shall be granted on the date of payment by the Purchaser to the Supplier of the entire selling price of the decoration. The granting of a licence shall cover the following fields of operation:
  - (a) recording of the image of the decoration on any known medium;
  - (b) reproduction of the image of the decoration by means of digital, printing, optical or magnetic recording techniques, as well as combinations thereof, making prints, copies, extracts, photographs, dies and negatives, records on discs, floppy disks, cassettes, in the memory of data-processing equipment, by any technique and their marketing;
  - (c) storing in computer memory and private and public computer networks (including the Internet), as well as distributing the image of the decoration via these networks;
  - (d) using the image of the decoration in all advertising and promotional activities, including also large area, Internet and press advertising;
  - (e) public exhibition and display of decorations;
  - (f) creating a video or presentation of the decoration;

## **9. Industrial protection rights**

- 9.1. Unless otherwise agreed expressly and in writing, all industrial (business-related) protection rights relating to the delivered items remain with the Supplier.
- 9.2. The Purchaser does not have the right to grant licences or sub-licences.
- 9.3. The Supplier does not transfer to the Purchaser under any circumstances and under any conditions the copyright to the subject of the contract; the same also applies to the development of designs.
- 9.4. The Supplier shall only be liable for releasing the delivered goods from third party industrial protection rights which are contrary to the Purchaser's use of the item agreed between the parties.
- 9.5. If a third party raises claims against the Purchaser arising from a breach of its industrial protection rights by the objects of delivery, the Purchaser shall be obliged to notify the Supplier of this fact without delay.
- 9.6. The Supplier has the right, at the Purchaser's request, to reject third party claims on behalf of, at the order of, and at the cost of the Purchaser.

## **10. Applicable court and final provisions**

- 10.1. In matters not regulated in these GTCS, the provisions of the Civil Code shall apply.
- 10.2. In addition to the above provisions, the provisions of the Commercial Companies Code and other applicable Polish laws shall apply at all times.
- 10.3. If certain provisions of the GTCS become invalid as a result of the passing of divergent statutory provisions, the remaining provisions shall not lose their validity.

10.4. The Supplier and the Purchaser shall endeavour to settle amicably any disputes arising in connection with the performance of contracts covered by these GTCS. In case of the inability to settle the matter amicably, the court having jurisdiction over the place of the Supplier's seat shall be competent to settle the dispute.

10.5. By signing the order, the Purchaser agrees to the storage and processing of its personal data by the Supplier for statistical and marketing purposes and for purposes resulting from the services provided, including product and service marketing. The Purchaser agrees to receive commercial information sent by electronic means of communication. The Purchaser has the right to review and correct (if incomplete, outdated or false) the personal data provided.

10.6. The Controller of personal data of persons conducting business activity is Multidekor Spółka z ograniczoną odpowiedzialnością Sp. K with its seat in Piastów, ul. Noakowskiego 4, 05-820 Piastów, registered in the District Court for the Capital City of Warsaw, 14th Commercial Division of the National Court Register, KRS 0000534151, NIP 118-01-85-696.

*The General Terms and Conditions of Sale come into force on 01.07.2016.*