

# General Terms of Sale

The General Terms and Conditions of Sale constitute an integral part of the sales contract concluded between the Customer and Rafał Wrochna Benefit, 26-600 Radom, 11 Listopada 2/4/30, TAX 796 264 58 44

## §1 CONCLUSION OF THE CONTRACT

The contract is concluded when the Buyer submits a written order and the Seller sends the Buyer a written confirmation of the acceptance of the order via electronic correspondence, also confirmed by telephone.

## §2 OWNERSHIP

The Seller stipulates that the ownership of the sold goods will pass to the Buyer only upon payment of the entire price to the Seller.

The risk of loss or damage to the goods passes from the Seller to the Buyer upon delivery of the goods.

## §3 PRICE AND PAYMENT

The price for the goods sold will be specified each time in the offer.

The price of the goods is determined based on the arrangements in force on the date of the written confirmation of the order.

The Buyer undertakes to pay the price on the date indicated in the offer or, if the date is not indicated therein, in the VAT invoice issued by the Seller. The standard payment deadline is 7 days from the date of issuing the VAT invoice.

The payment is deemed to have been made when the funds are credited to the cash register or to the Seller's bank account.

The prices provided by the Seller are net prices and will be increased by the tax on goods and services at the applicable rates.

The Buyer who starts cooperation with the Seller and the Buyer who has not made any purchase in the last 12 months makes the first three purchases on the basis of 100% prepayment before transferring the order to the production process.

The buyer has the right to change or cancel the order within 1 working day from the date of placing the order without incurring financial consequences.

In the event of a change or cancellation of an order placed later than the date referred to in the above provision (1 working day counted from the date of placing the order), the Seller reserves the right to charge the Buyer with all costs related to the launch of the production process for this order. The Seller shall notify the Buyer of the amount of the costs incurred within 2 business days, counted from the date of the change/cancellation of the placed order.

## §4 PAYMENT TERMS

Within 7 days of confirmation of the order by the Seller, the Buyer is obliged to make an advance payment of not less than 50% of the agreed gross price. Payment will be made on the basis of an offer or a proforma invoice sent via e-mail.

The remaining part of the price is payable within 7 days from the date of delivery of the purchased goods. The amount of the advance payment will be included in the price.

The advance payment and the price should be made by the Buyer to the Seller's bank account.

The Buyer authorizes the Seller to issue an invoice without a signature.

## §5 DELIVERY AND ASSEMBLY

The goods are delivered at the expense of the Buyer at a jointly agreed rate, unless the parties have agreed otherwise. The date of installation of acoustic cabins is tantamount to the date specified in the contract.

The Seller shall notify the Buyer of the exact date and planned time of delivery of the cabins and commencement of assembly, no later than 3 days before the agreed date of assembly.

In exceptional circumstances, the date of installation may be changed.

The date of assembly may be postponed to a later date at the Buyer's request.

The desire to change the date of assembly should be reported by e-mail no later than 2 weeks before the date of assembly agreed in the contract.

The Buyer undertakes to make the premises available for the assembly period of the cabins and to accept them on the day of completion of the assembly. In addition, the Buyer undertakes to provide all passes and permits for the entry of the car and the entrance of the Seller's employees to the assembly area.

If the Buyer fails to meet the minimum of one of the conditions contained in §5, the date of delivery and assembly may be changed, and the Seller has the right to charge storage costs, costs of vehicle downtime, additional labor costs and to issue an invoice for furniture.

## §6 FINAL REMARKS

The assembly performed by the assembly team includes only the elements that are the subject of the contract.

Installation of elements provided by the Customer or third parties is, upon agreement, additionally payable.