

1. These General Terms and Conditions of Sale shall apply to the concluded Sales Agreements and Deliveries and to the ordered works and commissioned services respectively. These general terms and conditions of sale are binding on the sellers to the full extent, unless the parties regulate them separately in writing under pain of invalidity.
2. Any provisions of these general terms and conditions of sale relating to Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be binding only on those sellers who are parties to the order.
3. In the case of an Order placed with a Seller who remains with Fabryka Mebli 'Gala Collezione' Sp. z o.o. in permanent business relations, the absence of the Seller's response to the Order within 3 working days shall mean acceptance of the Ordering Party's offer on the terms specified in the Order. Permanent economic relations shall mean either continued performance of another order by one of the Parties or recurrence of the Parties' commercial relations, which consists in one Party's performance of the other Party's order at least twice in the period of 3 calendar months preceding the placement of the Order.
4. The seller that does not have a permanent business relationship with Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be obliged to confirm acceptance of the Order within 3 working days of its placement by the Ordering Party, unless agreed otherwise between the Parties. After expiry of the aforementioned time limit, the Order shall no longer bind Fabryka Mebli 'Gala Collezione' Sp. z o.o.
5. Confirmation of the Order should be sent by e-mail.
6. If the Order Confirmation contains any terms which are not compliant with the contents of the Order, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall have the right, within 3 working days from the date of receiving the Order Confirmation, to declare whether it accepts the execution of the Order on the terms changed by the Seller. The statement of Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be communicated to the Seller by e-mail.
7. Orders placed by Fabryka Mebli 'Gala Collezione' Sp. z o.o. are binding in electronic form, provided that they are signed by the persons listed below:
  - orders with a value of up to PLN 39,999 – the Purchase Specialist
  - orders with a value of over PLN 40,000 up to PLN 99,999 – Purchasing Director
  - orders with a value of over PLN 100,000 – President of the Management Board
8. All signatures are shown at the bottom of the order. For the order to be considered valid the signatures of the persons indicated above.
9. At the request of Fabryka Mebli 'Gala Collezione' Sp. z o.o. the Seller shall be obliged to conclude a separate delivery agreement. The agreement shall be signed no later than within 120 days of Fabryka Mebli 'Gala Collezione' Sp. z o.o. notifying such a need and attaching a suitable agreement template.
10. The seller shall be obliged to notify Fabryka Mebli 'Gala Collezione' Sp. z o.o. in writing of any planned change in the goods, as well as of any planned changes in the production of the goods at least 14 days prior to the introduction of the aforementioned changes, with the proviso that prior to the introduction of the aforementioned changes, the Seller shall obtain the written consent from Fabryka Mebli 'Gala Collezione' Sp. z o.o. for their introduction into the Goods or their production process. In the case of introducing changes into the Goods or the process of their production without obtaining the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o. for the same, as well as in the case of breach by the Seller of the obligation to notify Fabryka Mebli 'Gala Collezione' Sp. z o.o. of the planned changes within the deadline referred to above, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be entitled to charge a contractual penalty for each commenced day of delay in the amount of PLN 500 and shall be entitled to withdraw from the Agreement.
11. The Seller shall be obliged to notify Fabryka Mebli 'Gala Collezione' Sp. z o.o. in writing of any non-conformity of the Goods with the Order at least 3 days prior to delivery. The seller shall obtain the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o. for the delivery of such Goods. In the case of delivery of goods not compliant with the Order without the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o., as well as in the case of a breach of the Seller's liability to notify Fabryka

Mebli 'Gala Collezione' Sp. z o.o. of the non-conformity of the goods with the Order at least 30 days before the planned delivery date, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be entitled to charge a contractual penalty for each commenced day of delay in the amount of PLN 500 and shall be entitled to withdraw from the Agreement. The contractual penalty stipulated above does not exclude the assertion of compensation on general principles exceeding the value of the aforementioned contractual penalty.

12. In the case of discrepancies between the Order submitted by Fabryka Mebli 'Gala Collezione' Sp. z o.o. and the Seller's invoice, the data from the Order shall be considered as agreed.
13. If the Parties do not agree otherwise, the value of the Order shall include the value of the ordered Goods, together with documents and its packaging and delivery to Fabryka Mebli 'Gala Collezione' Sp. z o.o.
14. The date of payment specified in the Order shall be counted from the date on which a correctly issued VAT invoice is delivered to the registered office of Fabryka Mebli 'Gala Collezione' Sp. z o.o. The basis for issuing a VAT invoice and the condition of its payment is the delivery of complete and undamaged Goods to Fabryka Mebli 'Gala Collezione' Sp. z o.o. The price specified in the Order in EUR or another currency shall be converted into PLN on the invoice according to the average exchange rate of the National Bank of Poland as at the date of issuing the VAT invoice.
15. On the delivery document or other documents related to the fulfilment of the Order, in particular: letters, invoices, quality certificates and declarations of conformity, the Seller shall include the Order number of Fabryka Mebli 'Gala Collezione' Sp. z o.o. and specify the materials, so that they include at least the material index of Fabryka Mebli 'Gala Collezione' Sp. z o.o.
16. The required quality documents, approvals, certificates, etc. shall be provided along with the documents for the delivery of materials for which it was emphasised in the Order submitted to the Seller.
17. In the case of service deliveries, the Seller of the service is obliged to provide a report of service performance.
18. The Seller is obliged to ensure full traceability of the delivered Goods. Each material should have a label enabling its unambiguous identification in accordance with the Instruction for the marking of deliveries to Fabryka Mebli 'Gala Collezione' Sp. z o.o., constituting Appendix 1 to these General Terms and Conditions of Sale.
19. The Seller is obliged to adequately pack the delivered materials and to label collective packaging (according to the instruction for the packaging of deliveries to Fabryka Mebli 'Gala Collezione' Sp. z o.o., constituting Appendix 2 to these General Terms and Conditions of Sale) in a manner ensuring the protection of the Goods during transport and allowing for unloading without the use of special unloading tools.
20. Deliveries of Goods are accepted on working days at Fabryka Mebli 'Gala Collezione' Sp. z o.o. from 6:00 a.m. to 10:00 a.m. and from 12:00 p.m. to 1:00 p.m. for the plants in Chełmno and Tuchola, and from 8:00 a.m. to 12:00 p.m. for the plants in Lisi Ogon and Gniewkowo.  
Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall allow for the possibility of accepting delivery outside the opening hours of the warehouses, provided that this is agreed in advance between Fabryka Mebli 'Gala Collezione' Sp. z o.o. and the Seller.
21. Quantitative control of the delivered Goods and their condition after transport is performed within 2 working days after their delivery to the warehouse of Fabryka Mebli 'Gala Collezione' Sp. z o.o., by comparing the conformity of the delivery with the Order and documents provided by the Seller and by visual inspection of the external condition of the Goods.
22. If the quantity of Goods does not comply with the Order or the documents provided by the Seller or if the delivered Goods are damaged, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall mark the above discrepancy in the applicable documents. In the case when the delivery does not fulfil the quantitative or qualitative conditions of the Order, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall inform the Seller about it by e-mail. The Seller shall then, within 3 working days from the date of notification of non-conformity by Fabryka Mebli 'Gala Collezione' Sp. z o.o., deliver at its own expense the missing parts of the delivery or replace the faulty Goods with new defect-free Goods. If the abovementioned deadline

is exceeded by the Seller, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be entitled to charge a contractual penalty of PLN 350 for each commenced day of delay. The contractual penalty stipulated above does not exclude the assertion of compensation on general principles exceeding the value of the aforementioned contractual penalty.

23. The Order shall be considered completed at the moment of delivery to Fabryka Mebli 'Gala Collezione' Sp. z o.o. of the ordered Goods compliant with the Order, together with all documents required by the Ordering Party and duly issued.
  24. The ownership of the Goods shall pass to Fabryka Mebli 'Gala Collezione' Sp. z o.o. at the moment of the complete delivery.
  25. At the request of Fabryka Mebli 'Gala Collezione' Sp. z o.o., the Seller shall be obliged to launch the Goods on the vehicle within the agreed time limit, however not later than 14 days from the date of a written notification.
  26. The seller grants a three-year guarantee for the Goods, which starts from the date of its proper delivery, i.e. delivery of the Goods with all required documents. The seller is obliged to issue the guarantee card in Polish unless otherwise agreed. The Seller shall be obliged to issue the guarantee card to Fabryka Mebli 'Gala Collezione' Sp. z o.o. at the same time as the delivery of the Goods.
  27. The guarantee period and is counted from the date of delivery of the Goods to the registered office of Fabryka Mebli 'Gala Collezione' Sp. z o.o., unless agreed otherwise.
  28. The Seller guarantees that the technical and performance parameters of the Goods are compliant with the requirements of Fabryka Mebli 'Gala Collezione' Sp. z o.o. specified in the Order and that during the guarantee period, the Goods shall be free from defects that would prevent its proper and faultless operation or use.
  29. The Seller shall bear full civil and financial liability for the effects and consequences of defects in the Goods disclosed or arising during the guarantee period due to inadequate quality of the delivered Goods. If a defect of the Goods occurs during the guarantee period, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall inform the Seller about this fact in writing. The Seller shall be obliged to remove the resulting defect in the Goods within 7 working days from the date of receiving the notice of its occurrence from Fabryka Mebli 'Gala Collezione' Sp. z o.o. During the guarantee period the Seller may not accept the claim of Fabryka Mebli 'Gala Collezione' Sp. z o.o. submitted in the above manner, only if the Seller proves that the defect of the Goods was caused due to the fault of Fabryka Mebli 'Gala Collezione' Sp. z o.o. as a result of improper use or application of the Goods, inconsistent with the instructions/documents provided by the Seller.
  30. If, during the guarantee period, the delivered Goods are affected by a defect caused by the Seller, the Seller shall be obliged to replace the defective Goods with defect-free Goods at its own expense. The Seller's liability under the guarantee shall be performed in the place indicated by Fabryka Mebli 'Gala Collezione' Sp. z o.o. The Seller shall be obliged to prepare a report concerning the defect of the Goods with the indication of the cause of its occurrence and the manner of its removal not later than within 7 days from receiving information about its detection.
  31. The guarantee shall be extended by the time period from notification of a defect in the Goods until its removal and delivery of defect-free Goods to Fabryka Mebli 'Gala Collezione' Sp. z o.o.
  32. In the case of replacing the defective Goods with new ones, the guarantee period shall be counted from the beginning, i.e. from the date of delivering the new Goods to Fabryka Mebli 'Gala Collezione' Sp. z o.o.
  33. If the Seller does not remove a defect reported within the guarantee period on time, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall have the right to remove the defect on its own or have it removed by a third party, at the Seller's expense, without losing the rights under the guarantee.
  34. If, during the guarantee period, a defect of the same type occurs in 10% of the Goods, it is considered as a serial defect.
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35. In the event of a serial defect, the Seller shall be obliged to rectify the defect in all Goods from the delivery - no matter whether the defect in question has already become apparent or not in the Goods from the batch in question.
36. The methods for effective rectification of a serial defect are:
- a) Replacement of the Goods or a component thereof with a new one of changed design, other parameters or manufacturing technology,
  - b) Replacement of the Goods or their component with a new one from another manufacturer,
  - c) A change in the design of the Goods or an element thereof with the implementation of this change.
37. For all elements used for the purpose of rectifying a serial defect, the Seller shall grant a 36-month guarantee, which shall run from the date of delivery to Fabryka Mebli 'Gala Collezione' sp. z o.o. of Goods without defects.
38. A serial defect must be rectified within 10 days of its occurrence at the latest or within any other period agreed upon by the Parties.
39. In the case of improper delivery (including in the case of incomplete delivery) or non-performance of an obligation by the Seller (also in the case of a delay in the execution of the Order or in removing a defect in the Goods), Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall have the right to impose the following penalties on the Seller:
- a) If the delivery requirements are not met, the delivery is considered incomplete and is subject to a complaint and a one-off penalty of 5% of the value of the material delivered (not less than PLN 200). In the event of delivery of the required documents after the required delivery date, a penalty shall be charged as in the case of delayed delivery of complete Goods,
  - b) in the event of delay in delivery of complete Goods in relation to the time specified in the Order – in the amount of 5% of the value of the delayed Order for each commenced day of delay, however, not less than PLN 200 for each day of delay,
  - c) in the event of a delay in removing a defect or a serial defect in the Goods – in the amount of 5% of the value of the Goods for each day of delay, however, not less than PLN 200 for each commenced day of delay,
  - d) in the event of a breach of confidentiality, in particular through the disclosure of any information related to the Order or its performance without the consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o. in the amount of PLN 100,000 for every such breach,
  - e) in the event of withdrawal by Fabryka Mebli 'Gala Collezione' Sp. z o.o. from the Agreement for reasons attributable to the Seller, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall charge the Seller a contractual penalty amounting to 20% of the value of the part of the Agreement from which it has withdrawn,
  - f) in the case of a defect occurring after the commencement of the use of the Goods in the products of Fabryka Mebli 'Gala Collezione' Sp. z o.o. by the Customer - a contractual penalty in the amount of PLN 400 for each case of a defect, as a lump sum cost of the activities of the Repair Centre of Fabryka Mebli 'Gala Collezione' Sp. z o.o. incurred in relation to the defect;

The contractual penalties stipulated above do not exclude the possibility to claim on general rules for compensation exceeding the value of the aforementioned contractual penalties.

Payment of the penalty shall not exempt the Seller from the obligation. In the event of a delay in the delivery of Goods of more than 30 days, the Ordering Party has the right to withdraw from the Order in the part of the delivery not completed on time, within 60 days from the date of becoming aware of the reason for such withdrawal.

40. In the case of a delay of Fabryka Mebli 'Gala Collezione' Sp. z o.o. in the payment of the price, the Seller shall be entitled to claim from Fabryka Mebli 'Gala Collezione' Sp. z o.o. statutory interest for the delay.

41. In the event of a delay in fulfilling the liability indicated in item 7 of these terms and conditions, Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall withhold payment for the invoice relating to the first delivery of Goods of a certain series until a suitable delivery agreement has been signed.
42. Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall be entitled to control the process of Order fulfilment at the Seller, also in the presence of recipients of Fabryka Mebli 'Gala Collezione' Sp. z o.o. products.
43. Making information related to the Order available to third parties by the Seller requires the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o.
44. Transfer of the Seller's rights and obligations under this Order to third parties requires the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o.
45. The Seller shall not place its logo or emblems on the Goods, in visible places, without the written consent of Fabryka Mebli 'Gala Collezione' Sp. z o.o.
46. In the case of discrepancies between the seller's General Delivery Conditions and these General Terms and Conditions of Sale, the provisions of the General Terms and Conditions of Sale to Fabryka Mebli 'Gala Collezione' Sp. z o.o. shall take precedence.
47. In matters not regulated in these General Terms and Conditions of Sale, Polish law, in particular the Civil Code, shall apply.
48. Any disputes related to the Order shall be settled by the court having jurisdiction over the registered office of Fabryka Mebli 'Gala Collezione' Sp. z o.o.
49. The appendices to these General Sales Conditions are:
  - a Appendix 1 Instruction for the marking of deliveries to Fabryka Mebli 'Gala Collezione' Sp. z o.o.,
  - b Appendix 2 Instruction for the packaging of deliveries to Fabryka Mebli 'Gala Collezione' Sp. z o.o.
50. A working day shall be understood as every day except Saturdays and public holidays.

Fabryka Mebli „Gala Collezione” Sp. z o.o.