

# GENERAL TERMS AND CONDITIONS OF COOPERATION

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## I. GENERAL PROVISIONS

1. Gabit Limited Liability Company (hereinafter referred to as the „Manufacturer“) conducts business activity registered under the National Court Register (KRS) number 0000902012 in the District Court Gdańsk North in Gdańsk, 8th Commercial Division of the National Court Register.
2. The Manufacturer's scope of activity includes the production and sale of PVC and aluminum window and door joinery, external roller shutters, façades, and other products included in the Manufacturer's commercial offer (hereinafter referred to as the "Products").
3. The General Terms of Cooperation (GTC) define the rules of cooperation between the parties regarding the sale of Products by the Manufacturer to the Client (a domestic entrepreneur with an active VAT ID, a foreign entrepreneur with an active EU VAT number, or a domestic/foreign individual customer) (hereinafter referred to as the "Client").
4. The GTC form an integral part of the sales contracts/orders concluded by the Manufacturer. The version of the GTC applicable on the date of conclusion of the contract is made available to the Customer before the contract is concluded in a manner enabling the Customer to review, retain and reproduce its contents, in particular by electronic transmission or by making it available for download on the Manufacturer's website at [www.gabit.eu/oww/oww\\_en.pdf](http://www.gabit.eu/oww/oww_en.pdf). Where the Customer is a business entity maintaining an ongoing business relationship with the Manufacturer, acceptance of the GTC in connection with one order shall also be deemed acceptance thereof for subsequent orders, unless the Manufacturer has informed the Customer of an amendment to the GTC or the entry into force of a new version thereof. In the case of a domestic individual Customer, the GTC are made available before conclusion of the contract in a manner enabling the Customer to review their contents. Provided that the GTC have been delivered or made available to the Customer before conclusion of the contract in a manner compliant with applicable law. The conclusion of a subsequent contract requires that the Customer be provided with the version of the GTC currently in force.
5. Any agreements concluded as supplements or deviations from these GTC shall take precedence over the GTC only if they are made in writing between the Manufacturer and the Client.
6. The Manufacturer reserves the right to amend the GTC. The Customer shall be informed of any changes by email or through publication of the updated version on the website [www.gabit.eu/oww/oww\\_en.pdf](http://www.gabit.eu/oww/oww_en.pdf). Orders placed before the effective date of the change shall be executed under the previous terms.

## II. OFFERS / ORDERS

1. Offers do not constitute a binding sales offer. They are only a proposal to submit an order by a potential Client. Until a sales agreement is concluded, the Manufacturer's offer is considered an estimate.
2. Price offers are sent to Clients in .pdf or Word format. Their validity period is 14 days from the date of dispatch unless otherwise specified in the offer.
3. The Client may place an order for Products:
  - in person at the company's headquarters (in writing),
  - by e-mail,
  - using a file generated in the Klaes software.
4. The Client confirms that the quotation provided by the Manufacturer is consistent with their order by sending a confirmation via e-mail or by signing the order document.
5. Such confirmation means that the Client has reviewed the order content (quantity, assortment, dimensions, colors, window types, prices, and other details), accepts it, and bears responsibility for any discrepancies between their order and the quotation provided by the Manufacturer.
6. The order should include: quantity, type, and full specification of the ordered Products.
7. Ownership of the received/delivered/installed Products passes to the Client only after full payment of the order amount.
8. All samples and templates included, among others, in orders should be treated as reference materials with regard to quality and colors and do not constitute grounds for submitting complaints.
9. The thermal transmittance coefficients (Uw, Ug) provided in offers/orders are indicative values. For exact calculations, please contact the respective sales representative.
10. The installation of air vents and decorative glass elements (e.g. muntins) deteriorates the thermal and acoustic performance of the entire window. The coefficients provided in offers/orders do not take such accessories into account.
11. Product images presented in offers/orders are for illustrative purposes only. Due to display and lighting conditions, the actual appearance may differ from that shown.
12. All frame extensions (installed or loose) are calculated without steel reinforcements by default. The Manufacturer recommends using steel reinforcements. However, since the Client is familiar with the project site, they must inform the sales representative if steel reinforcement is required and specify the quantity.
13. Glazing beads - their width and depth may visually differ depending on the glass thickness used in each sash.
14. For joinery orders with installation service, accessories not mounted during production are either left at the construction site or, at the Client's request, installed immediately.
15. The CE certificate does not cover products manufactured as semi-finished elements at the Client's request (e.g., windows without glass, frames without sashes, shutters without slats, or shutter boxes without drives).
16. Technical documentation, designs, quotations, Klaes/Logikal files, and all commercial information provided to the Customer constitute the Manufacturer's know-how and are subject to a confidentiality clause. The Customer undertakes not to disclose this information to third parties during the term of cooperation and for 3 years after its termination.

### III. DELIVERIES

1. The order completion / delivery date shall be communicated to the Client by email, based on the Manufacturer's estimated production and storage capacity.
2. The delivery / completion date indicated by the Client in the order is not binding for the Manufacturer.
3. Timely deliveries depend on the timely receipt of the components necessary for the production of the Products. The occurrence of unforeseen circumstances or obstacles may result in an extension of the initially agreed delivery date.
4. The delivery conditions for the Products shall be determined individually for each Client, with a defined logistical minimum - that is, the minimum order value. If an order is placed below this minimum value, the Products may be delivered to the Client at a later date together with other orders, or at the originally agreed date for an additional fee. Personal collection of the Products from the Manufacturer's premises is also possible.
5. Partial deliveries are permitted after consultation with the Client and subject to appropriate payment.
6. Products are delivered on metal or wooden racks that remain the property of the Manufacturer. The maximum free usage period for metal racks is 4 weeks from the date of delivery. After this period, the Customer is obliged to return the racks or prepare them for collection. In the absence of return, the Manufacturer will issue an invoice ranging from EUR 470 to EUR 750 net per unit (depending on the type). Conversion from EUR to PLN shall be made according to the average exchange rate of the National Bank of Poland on the invoice issue date. Failure to prepare the racks for collection shall be treated as failure to return them. During the period of use, responsibility for the condition of the racks lies with the Customer. During the period of use of the racks by the Customer, the Customer bears full responsibility for their technical condition, including any damage, loss, or destruction. In the event of damage to a rack, the Manufacturer reserves the right to charge the Customer for the repair costs or the replacement value of the rack.
7. The delivered joinery must be properly stored and handled. It must be kept in dry, covered, and ventilated areas. The products must not be exposed to long-term weather conditions. Prolonged exposure of wrapped or taped elements to sunlight or rain may cause deformation or damage. Protective straps or adhesive tapes should be removed immediately after delivery.
8. During the period of use of the racks by the Customer, the Customer bears full responsibility for their technical condition, including any damage, loss, or destruction. In the event of damage to a rack, the Manufacturer reserves the right to charge the Customer for the repair costs or the replacement value of the rack.
9. The risk of damage or loss of Products passes to the Client at the moment the goods are handed over to them or to the carrier at the Manufacturer's warehouse. If unloading is performed by the Client, they are fully responsible for any accidental damage.
10. The Client is obliged to inspect the Products upon delivery, both in terms of quantity and visible quality. Any visible defects must be reported to the Manufacturer immediately, preferably during delivery. Important condition: the Product must still be on the Manufacturer's original transport rack and not yet installed.
11. Hidden defects must be reported to the Manufacturer as soon as possible, but no later than 30 days from the date of delivery/pickup.
12. When submitting a complaint, the Client must provide all necessary data required by the Manufacturer to process the claim and remove the defect.
13. Any defects or damages occurring after unpacking from the Manufacturer's original packaging (e.g., the transport rack) will not be accepted as valid complaints.
14. The Manufacturer offers the possibility of on-site unloading of Products at the Client's construction site using a forklift. Cost: €70 per working hour.
15. After delivery, if any serious damage, loss, or deviation from standards is found (PVC joinery, aluminum joinery, shutters, blinds), the Client must immediately inform GABIT. In such cases, installation should be suspended until the issue has been clarified or corrected by GABIT.

### IV. PAYMENTS

1. Payment shall be made on the basis of a VAT invoice or a pro forma invoice issued by the Manufacturer.
2. The Manufacturer is entitled to collect advance payments.
3. Payment for Products and related services (after-sales service) shall be made by bank transfer to the Manufacturer's account or in cash, subject to the limitations provided for in Article 3(3)(1) of the Act of 2 July 2004 on the Freedom of Economic Activity (Journal of Laws of 2004, No. 173, item 1807, as amended).
4. Payment terms for individual Clients shall be determined by the Manufacturer on a case-by-case basis.
5. In the event of non-payment or delayed payment by the Client, the execution of subsequent orders and maintenance services may be suspended, without the Manufacturer incurring any negative legal consequences as a result.
6. Filing a complaint does not release the Client from the obligation to pay for the Products in the full amount of the order.
7. In the event of termination of the contract / order by the Client, GABIT reserves the right to charge the Client 30% of the order value, increased by the costs incurred in preparing the order for production. In the case of prepayment or orders secured by a bank guarantee provided by the Client, the refund amount will be reduced by the aforementioned value. If the order is carried out without a required prepayment, GABIT will issue an invoice charging the Client accordingly.
8. In the event of outstanding payments, the Manufacturer reserves the right to offset overdue receivables against payments made for current or future orders.
9. In the event of delayed payment, the Manufacturer shall charge statutory interest for delay in commercial transactions in accordance with the Act of 8 March 2013 on payment terms in commercial transactions. The business Customer is also entitled to a lump-sum compensation for debt recovery costs in accordance with this Act.
10. In the event of delayed payment, the Manufacturer reserves the right to suspend the execution of the current order or request additional payment security, without incurring liability for damages towards the Customer.
11. All amounts expressed in EUR shall be converted into PLN according to the average exchange rate of the National Bank of Poland on the invoice issue date, unless otherwise agreed by the parties.

## **V. WARRANTY**

1. The complaint form is included in the Warranty Card and is also available on the website [www.gabit.eu](http://www.gabit.eu) in the "Downloads" section.
2. All complaints must be submitted via the complaint form available on the website [www.gabit.eu](http://www.gabit.eu) or by email to [service@gabit.eu](mailto:service@gabit.eu).
3. The Manufacturer requires a detailed description of the complaint (company / order number / item number / description of the reported defects along with photographic and/or video documentation).
4. In the case of a service request, contact details along with the address where the issue has been reported must be provided.
5. In the event of an unfounded complaint, the Client shall bear all costs related to defect removal, repairs, adjustments, lubrication, and any other associated expenses, as well as possible accommodation and subsistence costs of the service personnel.
6. Warranty coverage does not include product maintenance or routine adjustments. The Client is obliged to carry out regular maintenance and adjustments.
7. Any reports of defects such as mechanical damage to PVC / aluminum joinery or roller shutters and their components occurring after installation on-site shall not be subject to complaint and will be treated as unjustified claims.
8. The warranty granted for the delivered window joinery, door joinery, roller shutters, and façade elements is valid exclusively within the country to which the original delivery was made. In the event that the goods are transported outside the country of the original delivery, the warranty provided by the Manufacturer becomes entirely void. The Manufacturer bears no responsibility for any defects, damage, or irregularities revealed after transport or installation carried out outside the territory of the original delivery country. Any disputes shall be settled before the court having jurisdiction over the Manufacturer's registered office..
9. The Manufacturer's liability for non-performance or improper performance of the contract is limited to the net value of the given order. The Manufacturer shall not be liable for lost profits, indirect losses, consequential damages, or contractual penalties imposed by third parties.

## **VI. FORCE MAJEURE**

1. Neither party shall be liable for non-performance or improper performance of obligations arising from these GTC if caused by force majeure circumstances.
2. Force majeure shall mean an external event beyond the parties' control, unforeseeable and unavoidable, in particular: natural disasters (floods, earthquakes, hurricanes), epidemics or pandemics, acts of war or terrorism, administrative or legislative decisions of public authorities, nationwide strikes, disruptions in supply chains of raw materials or components caused by external factors.
3. The party affected by force majeure is obliged to notify the other party in writing (or by email) within 5 working days from the occurrence of the event, indicating its nature, expected duration, and impact on the performance of obligations.
4. During the period of force majeure, performance deadlines shall be proportionally suspended. If force majeure lasts longer than 60 days, each party has the right to withdraw from the unfulfilled part of the order without obligation to pay damages, while retaining the right to settle work already performed.

## **VII. PERSONAL DATA PROTECTION (GDPR)**

*This section concerns the processing of personal data of natural persons, including contact persons acting on behalf of business Customers.*

1. The controller of personal data processed in connection with order fulfilment and business cooperation is Gabit Spółka z ograniczoną odpowiedzialnością, ul. Leśna 5, 77-100 Bytów, Poland, e-mail: [biuro@gabit.eu](mailto:biuro@gabit.eu).
2. Personal data are processed for the purpose of: performance of a contract or taking steps prior to its conclusion (Art. 6(1)(b) GDPR), compliance with legal obligations (Art. 6(1)(c) GDPR), pursuing and defending claims, and conducting business correspondence based on the legitimate interest of the Controller (Art. 6(1)(f) GDPR).
3. Personal data are stored for the duration of cooperation, and after its termination for the period required by law (in particular tax regulations – up to 5 years) or until the limitation period for potential claims expires.
4. Data subjects have the right to access their data, rectify, erase, restrict processing, transfer data, and object, as well as the right to lodge a complaint with the President of the Personal Data Protection Office.
5. Personal data are not transferred outside the European Economic Area, except where required by law or based on standard contractual clauses approved by the European Commission.
6. The Customer, being an entrepreneur, is obliged to inform its employees and representatives about the transfer of their data to the Manufacturer and the principles of this clause.

## **VIII. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

1. All technical documentation, designs, drawings, Klaes files, pricing methodologies, and commercial terms provided to the Customer constitute the Manufacturer's confidential business information.
2. The Customer undertakes not to disclose or make available this information to third parties throughout the cooperation period and for 3 years after its termination without prior written consent of the Manufacturer.
3. All designs and technical solutions developed by the Manufacturer in the course of order execution remain the Manufacturer's intellectual property, unless the parties agree otherwise in a separate written agreement.
4. The Customer is not entitled to copy, reproduce, or modify the Manufacturer's technical documentation for purposes other than the execution of a specific order.

## **IX. NON-ASSIGNMENT AND TRANSFER OF RIGHTS**

1. The Customer is not entitled to transfer rights and obligations arising from the contract/order to third parties without the Manufacturer's prior written consent, under pain of nullity.
2. The Manufacturer is entitled to transfer rights and obligations arising from these GTC to an entity acquiring its business or to an affiliated company, informing the Customer 30 days in advance.

## X. FINAL PROVISIONS

1. Any disputes arising out of or in connection with these GTC shall, to the extent permitted by law, be settled by the court having jurisdiction over the Manufacturer's registered office.

Gabit Spółka z ograniczoną odpowiedzialnością, ul. Leśna 5, 77-100 Bytów, Poland, guarantees the high quality of its products, taking into account that the long-term and trouble-free operation of the windows depends on their proper installation, regular maintenance, and correct use.

2. If any provision of these GTC proves invalid or unenforceable, the remaining provisions shall remain in full force and effect. The relevant provisions of law shall apply in place of the invalid or unenforceable provision, taking into account the commercial purpose of the provision concerned and the intentions of the Parties. (Severability clause)
3. Messages sent by e-mail shall be deemed delivered on the next business day following their dispatch, unless the sender receives a non-delivery notification.
4. The provisions of these GTC constitute an integral and supplementary part of the GABIT Warranty
5. Card to the extent applicable to the relevant Product and the contract concluded.  
Each version of the GTC is identified by a version number. The current version of the GTC is available on the Manufacturer's website at the following direct link:

[www.gabit.eu/oww/oww\\_en.pdf](http://www.gabit.eu/oww/oww_en.pdf)

6. All legal relationships between the Manufacturer and the Customer shall be governed by the law of the Republic of Poland, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG), to the extent that its exclusion is legally permissible.

Where the Customer is a business entity, any disputes arising out of or in connection with the concluded contract shall be resolved by the court having territorial jurisdiction over the Manufacturer's registered office.

In the case of a domestic individual Customer, jurisdiction shall be determined in accordance with applicable law.

All of the above provisions of the General Terms and Conditions of Cooperation (OWW) constitute an integral, supplementary part of the GABIT Warranty Card



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