



GENERAL TERMS AND CONDITIONS OF COOPERATION

 **terra**



GENERAL TERMS OF COOPERATION STEEL WINDOW AND DOOR JOINERY

TERRA Sp. z o.o.
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§ 1. GENERAL PROVISIONS

These General Terms of Sale, hereinafter referred to as the "GTC", set out the rules for submitting offers, concluding agreements, manufacturing, sale, delivery, collection, installation, complaints and warranty in respect of steel window and door joinery offered by Terra Sp. z o.o., hereinafter referred to as the "Seller".

The subject matter of sale comprises, in particular:

- a) steel windows,
- b) steel exterior doors,
- c) steel interior doors,
- d) fire and/or smoke control doors – where available in the Seller's current offer,
- e) steel window and door structures,
- f) steel locksmith elements associated with the joinery products,
- g) insulated glass units and single glass panes,
- h) fittings, locks, handles, hinges, door closers, electric strikes, access control and other accessories,
- i) additional elements specified in the offer or order.

The Seller manufactures joinery products based, among others, on steel systems of renowned system providers, including Jansen and Forster, as well as under its own product line GTLine, in accordance with the Seller's current offer.

The specific structure, system used, profiles, glazing, fittings, colour, finish, equipment and technical parameters are determined on a case-by-case basis in the offer, order, technical drawing, cross-section, specification or other document accepted by the Parties.

In the event of any discrepancy between these GTC and the individual provisions of an accepted order, the provisions of the order shall prevail and, in matters not regulated thereby, these GTC shall apply.

The provisions of these GTC do not limit the rights of a Consumer or of an Entrepreneur with consumer rights under mandatory provisions of law.

§ 2. DEFINITIONS

Seller – Terra Sp. z o.o.

Client – a natural person, legal person or organisational unit with legal capacity, placing an order or concluding an agreement with the Seller.

Consumer – a natural person performing a legal transaction with the Seller that is not directly related to that person's business or professional activity.

Entrepreneur with consumer rights – a natural person concluding an agreement directly related to their business activity, where the content of that agreement shows that it is not of a professional nature for that person.

Distributor – an entrepreneur purchasing the Seller's products for the purpose of further resale or use in the course of business activity.

Offer – a commercial proposal of the Seller specifying, in particular, the scope of the product, configuration, price, completion deadline and terms of sale.

Order – an offer accepted by the Client, or an order document containing the data necessary to commence production.



Technical documentation – in particular, drawings, cross-sections, views, specifications, opening diagrams, opening directions, and information on dimensions, glazing, fittings, colours and other parameters.

Joinery products – steel windows and doors, together with related structures and equipment elements.

Measurement (survey) – determination of the dimensions and technical conditions necessary for the manufacture and/or installation of the joinery products.

Installation – the service of installing the joinery products at the location indicated by the Client, where expressly included in the order.

§ 3. OFFER AND CONCLUSION OF THE AGREEMENT

The Seller's offers are prepared on the basis of information provided by the Client.

An offer may cover, in particular:

- a) dimensions,
- b) profile system,
- c) type of structure,
- d) opening method,
- e) opening direction,
- f) type of glazing,
- g) colour scheme,
- h) type of fittings,
- i) locks and security features,
- j) additional equipment,
- k) method of delivery,
- l) installation service,
- m) completion deadline,
- n) price.

An offer is binding for the period specified in its content. If no validity period is specified, the offer is valid for 14 days from the date on which it was prepared, unless the Seller stipulates otherwise.

The agreement is concluded once the Client accepts the offer/order and, where required, makes the agreed advance payment.

Confirmation of the order may be deemed to include, in particular:

- a) signing the order,
- b) electronic acceptance of the order,
- c) confirmation of the order in the Seller's system,
- d) payment of the required advance, if the Seller has made commencement of performance conditional on its receipt.

The Seller may make acceptance of the order conditional on:

- a) obtaining additional information,
- b) carrying out a measurement,
- c) acceptance of the technical documentation,
- d) payment of an advance,
- e) confirmation of the technical feasibility of manufacturing the structure.



§ 4. VERIFICATION OF THE ORDER

The Client is obliged to carefully check the offer, order and technical documentation before accepting them.

In particular, the Client should check:

- a) the number of structures,
- b) the dimensions,
- c) division of the structure,
- d) opening directions,
- e) the opening method,
- f) the view from the exterior/interior side,
- g) the type and colour,
- h) the type of glazing,
- i) the type of handles, locks and fittings,
- j) the height and position of the handles,
- k) the thresholds used,
- l) the manner in which the structure is prepared for installation,
- m) other elements specified in the documentation.

Acceptance of the technical documentation by the Client constitutes confirmation that the Client has reviewed and accepted the configuration presented.

Once production has commenced, a change to the order may be impossible or may involve additional costs and a change to the completion deadline.

If a change to the order is technically possible after production has commenced, the Seller will inform the Client of the additional costs and of the impact of the change on the completion deadline.

Failure to accept the documentation within the period specified by the Seller may result in postponement of the completion deadline.

§ 5. DIMENSIONS AND MEASUREMENTS

The dimensions of the joinery products must correspond to the actual conditions at the installation site.

Where the measurement is carried out by the Seller, the Seller is responsible for the correctness of the dimensions resulting from the measurement, to the extent that the error results from an incorrectly performed measurement.

Where the Client provides the dimensions to the Seller, the Client is responsible for their correctness, subject to applicable provisions of law.

The Client should inform the Seller of any non-standard conditions occurring at the installation site, in particular regarding:

- a) non-standard wall construction,
- b) significant differences in levels,
- c) existing installations,
- d) limited access,
- e) the need to use specialist equipment,
- f) non-standard loads,
- g) special requirements concerning fire resistance, smoke control, acoustics or safety.

Where the required information has not been provided, the Seller may decline to accept liability for the consequences resulting from undisclosed technical conditions, unless provisions of law state otherwise.



§ 6. STRUCTURES MANUFACTURED TO INDIVIDUAL ORDER

Joinery products are, as a rule, manufactured according to the Client's individual configuration.

Dimensions, divisions, colour, type of glazing, fittings, opening method and equipment are selected individually.

Due to the nature of individual production, a subsequent change to, or cancellation of, an order may be limited, in particular once production has commenced.

For Clients who are entrepreneurs, the rules governing cancellation of an order are set out in § 18 of the GTC.

For Consumers, the provisions on the right of withdrawal apply, including the statutory exceptions relating to goods that are not prefabricated and have been manufactured to the consumer's specifications or intended to meet the consumer's individualised needs.

§ 7. SYSTEMS AND MATERIALS

Joinery products may be manufactured on the basis of steel systems from various manufacturers, in particular Jansen, Forster and GTLine.

The name of the system provider specified in the offer denotes the use of a specific system, or elements thereof, in accordance with the order configuration.

In technically justified cases, the Seller may propose replacing a component with an equivalent one, subject to the Client's acceptance where the change affects material properties of the product.

Individual components may originate from various manufacturers, in particular:

- a) profiles,
- b) fittings,
- c) locks,
- d) cylinders,
- e) hinges,
- f) door closers,
- g) glass panes,
- h) gaskets/seals,
- i) electrical accessories.

§ 8. GLAZING

The type of glazing is specified in the offer or order.

Glass panes may be delivered:

- a) installed in the structure,
- b) loose,
- c) on transport stands.

Glass panes delivered loose should be promptly and appropriately protected and stored.

Glass must be stored in a manner that protects it against:

- a) tipping over,
- b) impact,
- c) excessive exposure to sunlight,
- d) sudden temperature changes,
- e) contact with materials that may damage the surface.

Upon delivery, the Client should promptly check the condition of the glass panes.

Any mechanical damage identifiable at the time of collection should be recorded in the delivery documents.



Glass is a material susceptible to physical and optical phenomena. Phenomena resulting from the properties of glass, its manufacturing process and the conditions of use are acceptable, provided they remain within the applicable standards, technical requirements and the glass manufacturer's documentation.

In particular, the following may occur:

- a) slight differences in shade,
- b) interference effects,
- c) reflections,
- d) local optical effects,
- e) slight differences in coating shade,
- f) natural stresses and phenomena characteristic of tempered or laminated glass.

Insulated glass units with a gas fill may exhibit visual changes resulting from changes in temperature and atmospheric pressure.

When transporting or installing glass panes at significant altitude above sea level, the effect of pressure differences on insulated glass units must be taken into account. For projects located at significant altitude, the Client should inform the Seller before production commences.

§ 9. TECHNICAL PARAMETERS

The technical parameters of the joinery products given in offers apply to the specific product configuration, unless expressly stated otherwise.

Thermal transmittance coefficients, acoustic insulation, air permeability, watertightness, wind load resistance and other parameters may depend on:

- a) the dimensions of the structure,
- b) the system used,
- c) the type of glazing,
- d) the divisions,
- e) the fittings used,
- f) the method of installation,
- g) the building conditions.

Parameters resulting from laboratory tests relate to the configurations covered by the given test and should not be automatically applied to every possible configuration.

If the Client requires specific technical parameters, the Client should inform the Seller of this before accepting the order.

Where static, thermal, acoustic or other specialist calculations are required, their scope must be agreed before production commences.

If performing such calculations constitutes an additional service, their cost will be specified in the offer.

§ 10. MANUFACTURING TOLERANCES AND PROPERTIES OF STEEL

Products are manufactured in accordance with the technical documentation, the requirements of system providers, applicable standards and good manufacturing practice.

Dimensional and manufacturing tolerances resulting from the technology of machining, welding, grinding, bending, painting and assembly of steel elements are permissible.

In welded or bent structures, or structures made from thin-walled profiles, slight deformations resulting from the technological process may occur.



Slight differences in surface structure, machined areas, welds, ground areas or technological transitions do not constitute a defect if they remain within the limits appropriate for the manufacturing technology and do not affect the functionality or the declared properties of the product.

For large-size structures or structures of non-standard geometry, slight differences resulting from the properties of the material and the manufacturing technology are possible.

For structures manufactured by hand or with a high degree of customisation, slight aesthetic differences between individual elements are permissible.

§ 11. PAINT COATINGS AND COLOURS

Steel structures may be finished by powder coating, system painting or another technology specified in the offer.

Colours may be selected from the RAL palette or another palette specified in the offer.

If the type of finish is not specified, the variant defined in the offer or the Seller's standard shall apply.

The actual appearance of a colour may differ from its presentation on a computer or telephone screen, or on a printout.

For structures manufactured at different times or from different material batches, slight differences in shade may occur.

For structural, metallic or special surfaces, differences in structure and gloss may be more noticeable.

If a design requires an identical shade to be maintained between structures manufactured at different times, the Client should inform the Seller of this before production commences.

For structures exposed to a particularly aggressive environment, an appropriate anti-corrosion protection system should be selected prior to ordering.

The Seller is not liable for corrosion resulting from mechanical damage to the coating, improper storage, improper installation, contact with aggressive substances, or lack of proper maintenance, to the extent permitted by applicable provisions of law.

§ 12. FITTINGS, LOCKS AND EQUIPMENT

The type of fittings and locks used is specified in the order.

For doors equipped with a door closer, electric strike, access control system, special hinges or other additional elements, appropriate installation and power-supply conditions must be ensured, where necessary.

The Client should specify, prior to ordering, the required access control method if the door is to cooperate with an alarm system, an intercom, an access control system or building automation.

In the absence of such information, the Seller shall apply the solution specified in the offer.

Minor differences in the position of handles, hinges or other elements resulting from the system used are permissible where they result from the system documentation.



§ 13. GTLINE INTERIOR DOORS

GTLine interior doors are manufactured according to the individual configuration specified in the order.

In particular, the configuration may cover:

- a) dimensions,
- b) colour,
- c) type of glazing,
- d) division,
- e) type of hinges,
- f) type of lock,
- g) handle,
- h) opening direction,
- i) frame (jamb),
- j) threshold or absence thereof.

Photographs, visualisations and presentation materials for GTLine doors are for illustrative purposes only. The actual product may differ slightly from the presentation due to photographic technique, lighting, screen settings and material properties.

§ 14. DELIVERY AND TRANSPORT

The method of delivery is specified in the order.

Joinery products may be delivered on steel, wooden or other protective transport stands.

The Client is obliged to ensure the possibility of safe unloading, in particular an appropriate number of persons and, where required, unloading equipment.

The Client should ensure that the delivery vehicle is able to access the unloading site.

If delivery cannot be carried out for reasons attributable to the Client, additional costs of re-delivery, waiting time or storage may be charged in accordance with the offer or the price list.

Upon collection, the Client should check:

- a) the quantity of the elements delivered,
- b) conformity of the delivery with the delivery note (WZ document),
- c) any visible damage,
- d) the condition of the packaging,
- e) the condition of the glass panes and glass elements.

Any visible damage should, as far as possible, be recorded in the delivery documents and documented photographically.

§ 15. STORAGE AND PROTECTION OF JOINERY PRODUCTS

Joinery products must be stored in a place that is:

- a) dry,
- b) covered,
- c) protected against precipitation,
- d) properly ventilated,
- e) free from aggressive chemical substances.

Joinery products must not be stored in a manner that causes deformation.

Structures should be secured against tipping over.



Prolonged leaving of protective films or protective tapes on surfaces may cause discolouration, adhesive residue or damage to the coating.

Protective films and tapes should be removed in accordance with the Seller's recommendations or those of the coating manufacturer.

Damage resulting from improper storage after collection is not treated as a manufacturing defect, subject to mandatory applicable provisions of law.

§ 16. INSTALLATION

Installation is an additional service where specified in the order.

The scope of installation is specified in the offer or order.

Standard installation covers only the activities expressly specified in the offer.

Construction work not directly related to the installation of the joinery products, in particular:

- a) chiselling out large surfaces,
- b) rebuilding of openings,
- c) masonry work,
- d) plastering work,
- e) painting,
- f) flooring work,
- g) construction of reinforcing structures,
- h) execution of electrical installations,
- i) execution of control installations,

is not covered by the installation service, unless expressly specified in the order.

The Client is obliged to ensure, prior to installation:

- a) access to the installation site,
- b) the possibility of carrying out the work safely,
- c) preparation of the openings,
- d) adequate load-bearing capacity of the substrate,
- e) removal of obstacles,
- f) access to electric power, where necessary.

If site conditions prevent proper installation, the Seller may refuse to commence work until the obstacles have been removed.

Additional work resulting from conditions disclosed on site may require a separate quotation.

§ 17. COMPLETION DEADLINE

The completion deadline specified in the offer is an estimated deadline, unless the parties have expressly agreed a binding deadline.

The completion deadline begins to run once all conditions necessary to commence production have been met, in particular:

- a) acceptance of the order,
- b) acceptance of the technical documentation, if required,
- c) provision of complete data,
- d) payment of the required advance.



If the order is completed, confirmed and paid for by Tuesday of a given week, the completion deadline may be counted from the current week, provided the Seller confirms that this is possible.

Orders confirmed from Wednesday onward may be counted from the following production week.

This rule is organisational in nature and does not constitute a guarantee that production will commence on a specific day.

The deadline may be extended in the event of:

- a) changes to the order,
- b) delay in the acceptance of documentation,
- c) lack of payment,
- d) lack of materials or components,
- e) supplier delays,
- f) the need to carry out additional technical arrangements,
- g) force majeure,
- h) other reasons beyond the Seller's control.

The Seller will inform the Client of any anticipated delay if it is material.

§ 18. PAYMENTS AND ORDER CANCELLATION

The price and method of payment are specified in the offer or order.

The Seller may require an advance payment in the amount specified in the offer.

Where an advance payment applies, the order may be directed to production only once the required amount has been credited to the Seller's account.

Sending a transfer confirmation alone does not equate to the funds having been credited, unless the Seller expressly states otherwise.

Where the Client is an entrepreneur and, after confirming the order, withdraws from its performance, the Seller may seek reimbursement of the actual, documented costs incurred in connection with performance of the order, in particular the costs of materials, design work, production preparation and other costs incurred in connection with the order, on the terms resulting from the agreement concluded and applicable provisions of law.

If the parties have agreed, in an agreement with an entrepreneur, a flat-rate fee for cancelling an order, its amount should be specified in the order.

Paragraphs 5–6 above shall not be applied in a manner that limits the statutory rights of a Consumer or of an Entrepreneur with consumer rights.

In the event of late payment, the Seller may, to the extent permitted by law, suspend performance of the Client's further orders until the outstanding amounts are settled.

§ 19. OWNERSHIP OF GOODS

Where goods are sold to an entrepreneur, the Seller may reserve title to the goods until payment of the full price, provided that such reservation has been included in the agreement or on the invoice in a manner consistent with the law.

The retention of title does not infringe the rights of a Consumer arising from applicable provisions of law.



§ 20. DOCUMENTATION, CE MARKING AND DECLARED PROPERTIES

The documentation provided together with the product depends on the type of product and its intended use.

Where CE marking, a declaration of performance, a declaration of conformity or other documents are required for a given product, the Seller provides documentation in accordance with applicable provisions of law and the scope of application of the product.

Documents relating to performance characteristics refer to a specific product, system or configuration within the scope specified in the documentation.

Manufacturing the product as a semi-finished item, in particular:

- a) a structure without glazing,
- b) a frame without a sash,
- c) an element requiring further processing,
- d) a structure intended for further processing by the Client,

may result in the documentation for the final product not covering the further processing stage.

A Client carrying out further modification of the product is responsible for the impact of such changes on the properties of the final product, to the extent provided for by law.

§ 21. STRUCTURAL DESIGN AND RESPONSIBILITY FOR THE STRUCTURE

For large, heavy or non-standard structures, structural (static) calculations may be required.

The Client should inform the Seller of the design requirements regarding loads, wind, snow, use and the location of the installation.

If structural calculations are not included in the price of the product, they may be carried out as an additional service.

Failure by the Client to report specific requirements may result in the product being manufactured in the standard system configuration.

The above provisions do not exclude the Seller's liability for non-conformity of the goods with the agreement to the extent that such liability results from applicable provisions of law.

§ 22. COLLECTION OF THE GOODS

The Client is obliged to collect the ordered goods within the agreed deadline.

Upon collection, the Client should check the product for:

- a) quantity,
- b) conformity with the order,
- c) visible damage,
- d) completeness of equipment.

Where collection is carried out by a person other than the Client, that person should hold appropriate authorisation, if required by the Seller.

Refusal to sign the collection document does not automatically constitute a refusal to release the goods, provided the goods have been properly prepared for collection.

For entrepreneurs, unjustified refusal to collect the goods may result in the charging of justified storage, transport or re-delivery costs.



§ 23. COMPLAINTS

Complaints should be addressed to the Seller at info@terrapolska.pl.

Complaints should, as far as possible, include:

- a) the order number,
- b) the Client's details,
- c) a description of the problem,
- d) photographs,
- e) the date on which the problem was identified,
- f) the expected method of resolving the matter – if required by the applicable complaint procedure.

The Seller may request additional information, photographs, or the opportunity to inspect the product.

For complaints relating to installed joinery products, the Seller may carry out an inspection at the installation site.

If determining the cause of the problem requires a specialist assessment, the Seller may commission an expert opinion.

For Consumers, the statutory rules on the Seller's liability for non-conformity of the goods with the agreement apply.

The Seller may not make acceptance of a Consumer's complaint conditional on the presentation of a receipt, if the Client can otherwise demonstrate that the agreement was concluded.

Complaints from entrepreneurs are handled in accordance with the agreement concluded and applicable provisions of law.

§ 24. LACK OF CONFORMITY OF THE GOODS WITH THE AGREEMENT – CONSUMERS

For Consumers and Entrepreneurs with consumer rights, the Seller is liable for the lack of conformity of the goods with the agreement on the terms set out in applicable provisions of law.

The Consumer's statutory rights may not be limited by these GTC.

In particular, the Consumer may exercise statutory remedies, including demanding repair or replacement, and, in the cases specified by statute, a price reduction or withdrawal from the agreement.

The Seller responds to complaints within the periods resulting from applicable provisions of law.

The Consumer's detailed rights result from the currently applicable provisions of law.

§ 25. WARRANTY

The warranty covers, in particular:

- a) the structure – 2 years;
- b) the paint coating:
 - interior doors and windows – 2 years
 - exterior doors and windows – 5 years;

All exterior elements must be cleaned with active cleaning agents in accordance with RAL-G263 at least twice a year; failure to do so shall result in any related complaint being rejected. Inclusions and surface defects (such as runs, blistering or unevenness) must not be visible from a distance of 3 metres, assessed at a 60° viewing angle, for interior elements, or from a distance of 5 metres, assessed at a 60° viewing angle, for exterior elements. Defects are assessed exclusively on the so-called significant surface (i.e., the surface visible on the finished product), excluding edges, deep recesses and concealed surfaces.



- c) fittings – in accordance with the manufacturer’s warranty period;
- d) locks – in accordance with the manufacturer’s warranty period;
- e) glass panes – in accordance with the manufacturer’s warranty period;
- f) other components – in accordance with the manufacturer’s warranty period.

The warranty is valid within the territory of the country of original delivery.

The warranty does not exclude or limit the Consumer’s statutory rights arising from non-conformity of the goods with the agreement.

The warranty may not cover damage resulting from:

- a) improper installation,
- b) improper storage,
- c) mechanical damage,
- d) improper use,
- e) lack of maintenance,
- f) unauthorised modifications,
- g) the use of chemical agents not intended for the material in question,
- h) exposure to an aggressive environment, if the product was not intended for such an environment,
- i) natural wear and tear of consumable elements.

The warranty terms may provide for an obligation to carry out periodic inspections and maintenance, if justified by the nature of the product.

§ 26. MAINTENANCE

The Client is obliged to use and maintain the joinery products in accordance with the instructions provided by the Seller or the component manufacturer.

In particular, the Client should:

- a) keep the profiles and fittings clean,
- b) remove contamination that may cause corrosion,
- c) check the condition of the gaskets/seals,
- d) periodically check and lubricate the moving parts of the fittings,
- e) check the operation of the locks and hinges,
- f) prevent water from accumulating in places not designed to accommodate it structurally.

Cleaning agents suitable for steel, glass and the applied coating should be used.

The use of aggressive chemical agents, abrasive materials and tools capable of damaging the surface is prohibited.

§ 27. RESPONSIBILITY FOR CONDITIONS OF USE

The product should be used in accordance with its intended purpose.

The Client is responsible for ensuring conditions of use appropriate for the purchased product, in particular with regard to:

- a) temperature,
- b) humidity,
- c) load,
- d) frequency of use,
- e) aggressiveness of the environment,
- f) required corrosion protection.

For doors intended for buildings with heavy traffic, the anticipated intensity of use should be determined prior to purchase.



If the Client does not provide information on specific conditions of use, the Seller shall select a solution based on the information available at the time the order is placed.

§ 28. TRANSPORT STANDS

Where joinery products are delivered on stands owned by the Seller, such stands remain the property of the Seller.

The Client is obliged to protect the stands against damage, theft and unauthorised use.

The stands should be returned within 4 weeks, or within the period agreed in the order.

In the event of delayed return, damage to, or loss of, a stand, the Seller may charge a fee in accordance with the applicable price list or the terms specified in the order.

The above rules may be defined differently in an individual agreement with a Distributor.

§ 29. ORDERS PLACED BY DISTRIBUTORS

The Distributor is obliged to provide the Seller with complete and accurate order data.

The Distributor is responsible for the information provided to the Seller, to the extent that the product is prepared on the basis of that information.

The Distributor is obliged to provide the end user with information regarding:

- a) rules of use,
- b) maintenance,
- c) the intended purpose of the product,
- d) technical limitations,
- e) documentation required for the product.

The Distributor may not present the product's parameters in a manner inconsistent with the Seller's documentation, the system provider's documentation or applicable provisions of law.

Where the Distributor resells the product further, the Distributor is obliged to provide the purchaser with the documents and information required by law.

The Distributor's individual commercial terms may be set out in a separate commercial agreement.

§ 30. GRAPHIC MATERIALS AND VISUALISATIONS

Photographs, visualisations, cross-sections, drawings and other materials presented in offers are for illustrative purposes only, unless a document expressly states that it constitutes execution documentation.

The actual product may differ from a photograph or visualisation, in particular with respect to:

- a) shade,
- b) gloss,
- c) texture,
- d) proportions,
- e) the manner in which glass is rendered,
- f) appearance on different devices.

The parameters and configuration specified in the accepted order and the technical documentation are binding.



§ 31. FORCE MAJEURE

The Seller is not liable for delays or non-performance of obligations caused by events beyond its reasonable control.

Such events may include, in particular:

- a) natural disasters,
- b) fires,
- c) floods,
- d) epidemics,
- e) acts of war,
- f) civil unrest,
- g) infrastructure failures,
- h) prolonged interruptions in the power supply,
- i) extraordinary disruptions to the supply of materials,
- j) decisions of public authorities,
- k) other events of an extraordinary nature beyond the Seller's control.

The Seller will inform the Client of the occurrence of any material obstacles, where possible.

§ 32. PERSONAL DATA PROTECTION

In fulfilment of the obligation set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter: "GDPR"), we hereby inform you that:

The controller of your personal data is Terra Spółka z ograniczoną odpowiedzialnością (Terra Limited Liability Company).

You may contact us as follows:

- a) by post, at: Wygoda 11, 77-127 Nakła,
- b) by e-mail: info@terrapolska.pl,
- c) by telephone: +48 59 821 20 29

We will process personal data for the purpose of:

- a) performing agreements/orders concluded by the Manufacturer with its Clients;
- b) providing warranty/complaint-handling services;
- c) pursuing claims arising under civil law and defending against such claims.

§ 33. RIGHT OF WITHDRAWAL FROM THE AGREEMENT – CONSUMER

If the agreement was concluded at a distance or off business premises, the Consumer has the right to withdraw from the agreement on the terms set out in the Act on Consumer Rights, subject to the statutory exceptions.

In particular, the right of withdrawal may not apply to goods that are not prefabricated and have been manufactured to the Consumer's specifications or intended to meet the Consumer's individualised needs, where the conditions set out in the provisions of law are met.

For products manufactured to individual dimensions and according to the Client's individual configuration, the Seller shall, prior to concluding the agreement, provide the Consumer with information on the rules of withdrawal and on any statutory exception applicable to products manufactured to individual order.

If the agreement also covers an installation service and the Consumer requests that its performance begin before expiry of the statutory withdrawal period, the Consumer's appropriate statement must be obtained in accordance with applicable provisions of law.

This paragraph does not exclude or limit any statutory right of the Consumer.





§ 34. FINAL PROVISIONS

The Parties will seek to resolve amicably any disputes arising in connection with the Agreements concluded.

Should it not be possible to resolve a dispute amicably, it shall be submitted for resolution to the common court having jurisdiction over the registered office of the company.

In all matters not regulated by the GTC and the agreements, the relevant provisions of Polish law shall apply, in particular the provisions of the Civil Code and the Commercial Companies Code.

The Manufacturer reserves the right to amend the GTC.



Terra Sp. z o.o.
Wygoda 11, 77-127 Nakła, Poland



info@terrapolska.pl
www.terrapolska.pl



For PLN payments: 47 1020 2791 0000 7102 0314 4441
For EUR payments: PL62 1020 2791 0000 7902 0314 4458
BIC (SWIFT) code: BPKOPLPW