

GENERAL TERMS & CONDITIONS OF SALE

§ 1 General provisions

1. These General Terms and Conditions of Sale (the "GT&C") define the rights and obligations of the parties to sales agreements in which the seller is ARCHITYPE Sp. z o.o., with its registered office in Warsaw, ul. Grójecka 43/1A, 02-031 Warsaw, entered in the register of entrepreneurs of the National Court Register (KRS) under number 0000864024, NIP 7010999871, REGON 387277517, share capital PLN 780,000.00 ("Architype" or the "Seller"), and any entity purchasing the Goods in connection with its business activity (the "Buyer"), i.e. not being a consumer within the meaning of Article 22¹ of the Polish Civil Code. The situation of a Buyer who is an entrepreneur enjoying consumer rights is governed by § 11(14) of these GT&C.
2. The GT&C form an integral part of sales agreements concluded with Architype. Where the parties have agreed their rights and obligations in a separate written agreement, that agreement prevails and the GT&C apply only to matters not regulated therein.
3. The Buyer is obliged to review the GT&C before concluding the agreement or placing an order. The GT&C are made available in a manner allowing their storage and reproduction at www.architype.pl (Article 384 § 4 of the Civil Code).
4. In continuing business relations, acceptance of the GT&C for one transaction constitutes their acceptance for subsequent agreements, unless the Buyer submits an express reservation.
5. Architype may amend the GT&C. Amendments bind the Buyer only in respect of orders placed after the date on which the new wording of the GT&C is made available or delivered. Agreements already concluded are governed by the GT&C in force on the date of their conclusion, unless the parties agree otherwise in writing.

§ 2 Prices

1. Advertisements and product information are for information purposes only and do not constitute an offer within the meaning of the Civil Code.
2. Prices in the price lists are net prices and are binding until a new price list is issued; they will be increased by the applicable VAT.
3. List prices apply to wholesale sales in standard packaging and on standard pallets. For sales in non-wholesale quantities, prices may be increased by handling costs, of which the Buyer will be informed before performance.
4. An order confirmed by Architype locks the price — price increases do not affect orders already expressly confirmed, subject to paragraph 5.
5. The Seller may adjust the price of the Goods only in the event of an objective, material change in circumstances occurring between confirmation of the order and the delivery date (a material change in exchange rates, in particular EUR/PLN, or a significant increase in costs beyond the Seller's control: inflation, transport, energy, raw materials). The Seller shall inform the Buyer of any price adjustment before performing the delivery. If the adjusted price exceeds the confirmed price by more than 5%, the Buyer may withdraw from the relevant order within 3 business days of being notified of the adjustment, without any costs or contractual penalties. Failure to withdraw within this period constitutes acceptance of the new price.

§ 3 Orders

1. Conclusion of the agreement requires acceptance of Architype's offer and placing an order to an e-mail address belonging to Architype or its sales representative (architype@architype.pl). An order received is not binding on Architype until confirmed.
2. The Buyer declares that it has reviewed the GT&C before placing the order and undertakes to comply with them.
3. A validly placed order is one submitted in writing or by e-mail, signed by a person authorised to represent the Buyer or holding a power of attorney.
4. In the event of a defective order, doubts as to its content or a need for changes, the Seller shall inform the Buyer within 3 business days; placing a defective order does not lead to conclusion of the agreement unless Architype decides to accept it.
5. For the first order the Buyer shall attach registration documents appropriate to its legal form (excerpt from the KRS/CEIDG, NIP, REGON) and, for a foreign Buyer, the equivalent commercial-register excerpt, the EU VAT number and, for intra-EU deliveries, the data required to apply the correct VAT rate.

6. The amount of any advance payment is determined each time in a separate written agreement.
7. Cancellation or amendment of an order is possible: for standard goods — within 14 days of placing the order; for non-standard/imported goods or goods requiring prepayment — within 3 days of the prepayment being credited.
8. After these deadlines an order may not be cancelled without the Seller's written consent; even then the Seller may charge the Buyer the actual costs incurred, up to the gross value of the Goods covered by the cancelled order.
9. Acceptance of an order does not bind the Seller, inter alia, where the trade-credit limit is exceeded, the Buyer is in default of payment, or in the event of force majeure.
10. Retention of title: The Goods remain the property of the Seller until payment of the full gross price (Article 589 of the Civil Code). Where further claims exist, the Goods remain the Seller's property until those claims are satisfied in full. To be effective against the Buyer's creditors, the retention of title is confirmed by the parties in writing with a certified date (data pewna; Article 590 of the Civil Code).

§ 4 Delivery, transport costs and insurance

1. Delivery is carried out under the rule EXW (Ex Works) – Seller's named warehouse, Incoterms 2020. Application of any other rule (including FCA for cross-border/export deliveries), as regards transfer of risk, transport costs and customs duties, requires Architype's prior written consent. (Commercial note: for intra-EU and export deliveries the FCA rule is recommended, in view of documenting the export for the 0% VAT rate.)
2. The Goods are released only to the Buyer's representative holding a written collection authorisation.
3. As a rule, the Goods are collected by the Buyer using its own transport. Risk of accidental loss of or damage to the Goods passes to the Buyer upon collection (placing the Goods at the Buyer's disposal and commencement of loading).
4. Where — at the Buyer's request — Architype arranges transport, the costs and risks of transport are borne by the Buyer, and the risk of accidental loss of or damage to the Goods passes to the Buyer upon handing the Goods over to the carrier (in accordance with the FCA rule).
5. The person collecting the Goods shall check the correctness and completeness of loading, collect the transport documents and be familiar with ADR regulations.
6. Unless otherwise agreed, the Seller determines the type and manner of packaging (standard packaging and pallets).
7. From the moment the Goods are placed at its disposal, the Buyer may insure the Goods.
8. Transport costs and any insurance are borne by the Buyer, unless a separate agreement provides otherwise.
9. The price of transport and insurance is expressed in PLN or EUR in accordance with the order confirmation.

§ 5 Transport, delivery times

1. Presenting the vehicle at a time inconsistent with the confirmation may cause standing time, the cost of which is borne by the Buyer.
2. In the event of delay in collection, Architype may charge a fee for storing the uncollected Goods; this fee is not cumulative with the contractual penalty under § 9(2) for the same period of delay (the Seller pursues one of them).
3. Where Architype arranges transport, the carrier may refuse access to the unloading place if there is a risk of damage and require the Buyer to provide a written statement assuming liability.
4. If performance is prevented by force majeure, the Buyer shall have no claims for damages. Each party shall notify the other without undue delay of the occurrence and cessation of force majeure. If force majeure lasts more than 60 days, either party may withdraw from the order in the part affected.

§ 6 Terms of payment

1. The Buyer shall pay the price within the period specified in the agreement or invoice or, failing that, within 14 days of the invoice date.
2. The Seller issues a VAT invoice on the date of release of the Goods to the Buyer, in accordance with the agreed delivery rule (EXW, unless the parties agree otherwise in writing), observing the time limits under the VAT regulations.
3. Where the Goods are delivered in returnable packaging, the Buyer will be charged the cost thereof.

4. For small quantities of Goods, Architype may add a preparation and packaging fee, of which it will inform the Buyer when the order is placed.
5. The date of payment is deemed to be the date on which Architype's bank account is credited.
6. Submitting a complaint entitles the Buyer to withhold payment only for the Goods not delivered or in dispute — until the Seller responds.
7. The Buyer may not set off or assign receivables without Architype's prior written consent.
8. In the event of late payment, the Seller is entitled to statutory interest for delay in commercial transactions and to compensation for recovery costs, in accordance with the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.

§ 7 Performance security

1. Upon an application for trade credit, Architype determines its amount and the form of collateral; it treats information on the Buyer's financial situation as confidential.
2. Architype may change the amount of trade credit and the payment date based on an ongoing analysis of turnover.
3. If the trade-credit limit is exceeded or payment of a VAT invoice is delayed by more than 5 days, all of Architype's claims become immediately due after the ineffective expiry of the additional period set in the demand.
4. Architype may suspend performance of further orders without liability for improper performance.
5. Architype may make the sale conditional on an advance payment or full prepayment.
6. In particularly justified cases, where reasonable doubt arises as to the Buyer's ability to pay, Architype may make release of the Goods conditional on earlier payment.

§ 8 Warranty for defects (rękojmia) and guarantee

1. Architype warrants that, at the moment of release, the Goods meet the technical and quality parameters described at www.architype.pl. Liability under the statutory warranty for defects (rękojmia) is limited to 30 days from the date of release of the Goods to the Buyer (Article 558 § 1 of the Civil Code), provided the use-by period and intended use are observed. The limitation and exclusion of the warranty do not apply where a defect was fraudulently concealed (Article 558 § 2 of the Civil Code). (Note: shortening the warranty period to 30 days requires confirmation as a deliberate commercial decision.)
2. To preserve its warranty rights, the Buyer shall examine the Goods immediately after collection, no later than within 7 days of the collection date, and notify Architype of any defect in writing or by e-mail.
3. Time limits for notifying a defect: as to quantity, weight and type — for domestic deliveries within 2 days, for foreign deliveries within 24 hours of confirmation of delivery to the carrier (with a note in the CMR document). Sending the notice by e-mail before the deadline is sufficient to preserve the time limit.
4. Latent defects revealed only in the course of works shall be reported within 5 days of their discovery.
5. The Buyer shall make the disputed Goods available for examination by Architype's representative (also if already used). A report of the examination is drawn up and signed by both parties.
6. If the complaint is justified, Architype — at its option — reduces the price, replaces the Goods with defect-free ones (at its cost), or supplies defect-free Goods in the quantity needed for corrective works.
7. Differences in shade, grain and surface texture of natural stone, quartz, acrylic, HPL and ceramics do not constitute a defect and are not subject to complaint.
8. Architype is not liable for defects or damage resulting from the Buyer's failure to observe the recommendations on storage, use or use-by date.
9. Architype is not liable where the Buyer grants its own customer more extensive warranty or guarantee rights.
10. Independently of the statutory warranty, Architype may grant a guarantee for the Goods sold; the terms of any guarantee follow from a separate written statement. The content of advertisements does not constitute a guarantee statement.

§ 9 Liability and withdrawal from performance

1. If the Goods are not collected for reasons attributable to the Buyer, Architype — after setting an additional period of at least 7 days — may withdraw from the agreement as regards the uncollected Goods.

2. In the event of delay in collection, Architype is entitled to a contractual penalty of 0.1% of the gross value of the uncollected Goods for each day beyond the 14th day of delay, and — on general terms — to claim damages exceeding the contractual penalty.
3. If Architype withdraws for the reasons in paragraph 1, it is entitled to a contractual penalty of 10% of the gross value of the Goods, and to claim damages exceeding the contractual penalty.
4. Where the agreement or GT&C provide for a contractual penalty in favour of the Buyer, it is payable by Architype to the Buyer within 7 days of issuance of the debit note; the Buyer may set off that penalty against Architype's receivables. This does not exclude the parties' other rights.
5. Returns of ordered Goods are excluded unless Architype decides otherwise in writing.
6. Architype's liability is limited to actual damage caused intentionally or through gross negligence (whereby liability for damage caused intentionally cannot be excluded — Article 473 § 2 of the Civil Code). Liability for lost profits is excluded to the extent permitted by law.
7. Architype's liability to the Buyer is limited to the value of the defective Goods or the Goods with the delivery of which Architype is in default.
8. Architype is not liable for use of the Goods infringing third-party intellectual or industrial property rights.

§ 10 Use of goods

1. Information and recommendations on the use of the Goods are provided in good faith and relate to products stored and used in accordance with Architype's recommendations.
2. Owing to the variety of materials and conditions of use — beyond Architype's control — the product properties stated in the information cannot be a basis for Architype's liability where products are used contrary to the recommendations.
3. The user shall use the product in accordance with its intended purpose and comply with the regulations on implementation, handling, storage and disposal.
4. If the conditions of use change (e.g. the type of substrate), advice from Architype's technical services should be sought before using the product.
5. Architype's advice and recommendations do not relieve the user of the obligation to carry out tests for the intended use.
6. Providing information or advice does not mean Architype assumes liability for the application of the products.
7. The products may contain crystalline silica; improper processing without protective measures may cause serious illness (silicosis, lung cancer). Employers are responsible for occupational safety, risk assessment and protective measures (dust extraction, ventilation).
8. Users shall comply with the requirements at www.architype.pl regarding use and installation; Architype provides a copy of the current information on request.
9. Declarations of Performance are available at www.architype.pl and on request.

§ 11 Final provisions

1. The GT&C apply to all sales and supply agreements concluded by Architype. The Buyer may not invoke ignorance of the GT&C after accepting them.
2. The Buyer shall notify Architype of any change of its registered office or address for service; failing notification, service to the previous address is deemed effective.
3. The Buyer may not transfer rights (including receivables) under the agreement to a third party without the Seller's written consent.
4. Data protection (GDPR): In connection with concluding and performing the agreement, Architype processes the personal data of persons representing the Buyer and of contact persons. The basis for processing is Article 6(1)(b), (c) and (f) of Regulation (EU) 2016/679 (GDPR) — respectively performance of the agreement, legal obligations (including tax and accounting) and the legitimate interests of the parties. Such data are not processed on the basis of consent. The information required by Articles 13 and 14 GDPR is available at www.architype.pl.
5. Any notices and declarations provided for in the GT&C require written or documentary form (e-mail) under pain of ineffectiveness, unless the GT&C provide otherwise.

6. Invalidity or ineffectiveness of one provision does not affect the remaining provisions; the parties shall replace it with a regulation closest to the purpose of the invalid provision.
7. Each party shall keep confidential non-public information obtained in connection with the agreement (in particular prices, quantities, specifications). This obligation continues after the cooperation ends.
8. Technical support and maintenance services may be provided under a separate agreement.
9. The parties remain mutually independent and are responsible for their employees and representatives.
10. Architype sp. z o.o. declares that it has SME status within the meaning of Article 4(6) of the Act of 8 March 2013 and Annex I to Commission Regulation (EU) No 651/2014.
11. Governing law and exclusion of CISG: The agreement and these GT&C are governed by Polish law, excluding conflict-of-law rules. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980 — CISG). Matters not regulated are governed by the Civil Code. Amendments contrary to the GT&C require confirmation by signature under pain of nullity.
12. The parties shall seek amicable settlement of disputes. Failing agreement, the competent court is the common court having jurisdiction over Architype's registered office, subject to mandatory provisions on jurisdiction.
13. The GT&C are drawn up in Polish and English. In the event of discrepancies, the Polish version prevails.
14. Entrepreneur enjoying consumer rights: In relation to a Buyer who is a natural person concluding an agreement directly connected with its business activity where, in light of the agreement, that activity is not of a professional character for it (Article 385⁵ of the Civil Code), provisions of the GT&C that would shape its rights and obligations contrary to good practice, grossly infringing its interests (Article 385¹ of the Civil Code), do not apply to the extent they would be prohibited in respect of it. Such a Buyer is also covered by the warranty provisions to the extent resulting from Article 556⁴ of the Civil Code.