

GENERAL TERMS AND CONDITIONS OF SALE AT CFI Wood Sp. z o.o.

Article 1. General Provisions

1. GENERAL TERMS AND CONDITIONS OF SALE AT CFI CFI Wood Sp. z o.o. (hereinafter: GTC) shall apply to all contracts concluded by CFI Wood Sp. z o.o. with its registered office in Robakowo at ul. Firmowa 16, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS (National Court Register) number 0000901697, NIP (Tax Identification) number 7773374019, REGON (National Official Business Register) number 388975927 (hereinafter: CFI or the Seller), with buyers of goods offered by CFI.
2. GTC shall not affect the content of contracts concluded by buyers with CFI, which means that in the event of a discrepancy between the content of a contract and the content of these GTC, the provisions of such a contract shall prevail.
3. GTC are applicable as of 1 September 2022.
4. The GTC set out the rules for the sale and delivery of, and complaints relating to, the goods offered by CFI.
5. The following definitions are used in these GTC:
 - Seller – CFI Wood Sp. z o.o. with its registered office in Robakowo at ul. Firmowa 16, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for Poznań – Nowe Miasto and Wilda in Poznań, 9th Commercial Division of the National Court Register under KRS (National Court Register) number 0000901697, NIP (Tax Identification) number 7773374019, REGON (National Official Business Register) number 388975927;
 - Buyer – any legal person, organizational unit without legal personality or natural person carrying out business activities;
 - Goods – movable goods and services that are the objects of the Seller's business.
6. GTC are available to Buyers in writing at the Seller's registered office and on the website www.cfiwood.pl.
7. GTC form an integral part of all contracts for the sale or supply of goods and services concluded between the Seller and the Buyer, unless the parties resolved otherwise in writing under pain of nullity.
8. Any exceptions to the provisions of GTC must be made in writing or otherwise be null and void.
9. GTC shall be deemed to have been accepted and binding upon the Buyer if they have been duly served upon the Buyer. Provision of these GTC to the Buyer in an electronic format, prior to the conclusion of the contract, enabling them to be stored and reproduced, and notification to the Buyer of this method of their provision, shall also be deemed equivalent to them being duly served.
10. Placing an order for goods or services by the Buyer shall constitute proof of acceptance of these GTC.
11. If the Buyer maintains permanent commercial relations with the Seller, the acceptance of these GTC by the Buyer with one contract shall be deemed to be their acceptance and an integral part of further contracts for the sale of goods and services concluded between these parties.

12. Contracts, agreements, provisions on invoices and other commercial documents which differ from these GTC shall not apply between the parties without the express written consent on the part of the Seller.

Article 2. General Terms and Conditions of Sale

1. A precondition for the conclusion of a contract of sale is the submission of a relevant order by the Buyer and acceptance of the order for processing by the Seller.
2. The person placing the order shall be deemed to be duly authorized to enter into contracts on behalf of the Buyer.
3. Placing of an order by the Buyer does not bind the Seller, and the Seller's failure to respond to the order does not imply tacit acceptance of the order.
4. Acceptance of the order should include agreement on the essential elements of the contract in terms of its subject matter and parties thereto. Acceptance of the Buyer's order by the Seller entails the conclusion of a contract for sale of the goods or services listed in the order on the terms and conditions specified in GTC, taking into account individual arrangements between the parties, provided that they have been agreed in writing.
5. Each time, the Buyer shall submit to the Seller a written or e-mail order specifying at least:
 - a) name and address of the buyer;
 - b) specification of the goods being ordered,
 - c) quantity of the goods,
 - d) proposed date and place of receipt/delivery,
 - e) the price agreed with the Seller, the method and date of payment if these have been agreed in advance in a separate written offer from the Seller to the Buyer.
6. The Buyer shall send the order to the Seller's address specified in Article 1 above or to the e-mail address: zamowienia@cfiwood.pl. The Buyer may send an order to an e-mail address other than the one indicated above if this has been agreed in advance with the Seller.
7. The Buyer is also allowed to place an order by telephone. In such a case, the Seller sends to the Buyer an e-mail with the content of the order previously placed by the Buyer, and the Buyer confirms the content of that e-mail. If the Buyer fails to confirm the terms of the order by e-mail or in writing, the contract of sale is not concluded.
8. The contract of sale is concluded by the Seller confirming acceptance of the order, the Buyer confirming the content of the order in the case referred to in Section 4 above or upon the Seller starting to process the order.
9. The Seller reserves the right to partial fulfilment of an order placed, whilst providing the delivery date for the remaining part of the goods ordered.
10. Purchase order cancellation by the Buyer shall be allowed only in exceptional cases after a prior written or e-mail agreement with the Seller.
11. The Seller reserves the right to charge the Buyer with the costs incurred up to the moment of cancellation but not exceeding the order value.

12. The Seller shall not be liable for non-performance of an obligation, including delivery delays, resulting from an event of Force Majeure, which is understood as all external events beyond the Seller's control, hindering or preventing timely delivery, and in particular, wars, floods, earthquakes, fires, other natural disasters, riots, strikes, terrorist attacks, organized labour actions, actions of legislative or executive authorities, extraordinary breakdowns and events, inability to obtain supplies of electric or other energy, raw materials, labour force, equipment, means of transport or any other or similar unforeseen events which the Seller could not prevent despite acting with due diligence.

Article 3. Payments and Settlements

1. The price of the goods is determined each time in the Seller's written offer provided to the Buyer or, if no such offer was provided, in the order confirmation.
2. The agreed prices are net prices, to which value-added tax (VAT) must be added at the rate applicable on the day of invoicing, unless gross prices are used in the order or order confirmation.
3. The Buyer is required to pay the price within the deadline indicated in the order confirmation or, if the deadline is not indicated therein, the Buyer shall pay it within the deadline indicated in the VAT invoice issued by the Seller. Payment is deemed to have been made when the funds are credited to the Seller's bank account.
4. The Buyer authorizes the Seller to issue VAT invoices without its signature.
5. The Seller may make the fulfilment of the order conditional on advance payment of a certain amount or a percentage of the order value.
6. If, in the period between the conclusion of the agreement and the issuing of the invoice by the Seller, a fee, tax or other levies of public law nature are imposed on the Seller in connection with the sale of goods, or if there are changes in the amounts of such fees, taxes or levies, the Seller may change the price accordingly based on a unilateral statement binding on the Buyer.
7. If the parties fail to agree on a change to the terms of the contract within the period specified by the Seller, the Seller shall be entitled to submit a declaration of withdrawal from the contract to the Buyer as a result of circumstances beyond the Seller's control. The parties agree that, in such a case, they are free from any liability that the law or the contract may attach to the non-performance of such an obligation. Any consideration received in the performance of the contract prior to its termination shall be returned.
8. The Seller shall be entitled to withhold the delivery of the ordered goods, to withhold further deliveries as well as to charge the Buyer with statutory interest, without being liable for non-performance of the contract, in the event that the Buyer fails to meet the payment terms and conditions resulting from the order placed.
9. Payment shall be made by the date indicated on the invoice – as agreed by the parties. Unless otherwise specified in the invoice or the contract between the parties, payment must be made within fourteen (14) days of delivery of the invoice to the Buyer.
10. The day on which the amount is credited to the Seller's bank account shall be deemed to be the day of payment.

11. In the event of a delay in payment of more than fourteen (14) days, the Seller shall be entitled to charge the maximum interest for further delay.
12. If the Seller is the Buyer's creditor under several obligations, the Buyer's delay in payment of even one monetary obligation exceeding fourteen (14) days shall entitle the Seller to declare to the Buyer the immediate enforceability of all other monetary receivables due from the Buyer resulting from the transactions concluded between the parties. The Seller's declaration must be made in writing to the Buyer and does not require a prior request for payment.
13. If the Buyer fails, for reasons not attributable to the Seller, to accept the goods or services by the agreed date, the price and other consideration shall nevertheless be paid as if the goods had been delivered in accordance with the order.
14. If the Buyer fails to accept the goods or services and the delay in acceptance or payment exceeds one (1) month, the Seller may, without further notice and retaining the right to perform the actions described in Section 1 at any time, demand performance of the contract by the Buyer and charge the Buyer, until the date of acceptance, with liquidated damages for storage of the goods in the amount of 0.5% of the net value of the goods for each day of delay in acceptance, in total not exceeding 100% of the value of the order.
15. If the Buyer fails to pay the price by the due date and the delay exceeds one (1) month, the Seller may, without further notice, withdraw from the contract, withholding the goods for which payment has not been made and, if released, demand the return of the goods, and charge the Buyer with liquidated damages for non-performance of the contract amounting to 25% of the net price of the ordered goods.
16. In the cases referred to in point 15, the Seller shall be entitled to claim additional compensation to the extent that the damage incurred exceeds the amount of the liquidated damages.
17. The Buyer shall bear the risk of loss of or damage to the goods During the storage of the goods by the Seller due to their delayed acceptance.
18. If the Buyer is in arrears with the payment of its dues or its financial condition is grossly deteriorating, the Seller shall have the right to withhold the delivery of goods or services until payment is made or secured.
19. The Seller shall retain ownership of the goods issued to the Buyer until the price has been paid in full.
20. The Buyer's submission of complaints or other objections to the Seller's performance of the contract shall not suspend the running of the periods for acceptance and payment.
21. Unless the terms of delivery agreed with the Buyer state otherwise, liability for damage to or loss of the goods shall pass to the Buyer upon:
 - a) handing over the goods to a professional carrier commissioned by the Seller or the Buyer;
 - b) delivery of the goods to the Buyer in the event of their collection by the Buyer's own transport.
22. If the Buyer uses or intends to use a trade credit granted by the Seller, the Buyer undertakes to provide the Seller

with reliable and up-to-date information on the Buyer's financial standing, in order for the Seller or third parties designated by the Seller to carry out the relevant verification.

23. . The Buyer using trade credit provided by the Seller undertakes to provide the Seller with accurate financial data: balance sheet, profit and loss account, F01 document for each completed financial year no later than two (2) months from the end of the financial year.

Article 4. Delivery of Goods

1. The goods shall be collected by the Buyer or its carrier at the Seller's registered office, unless the Buyer requests the Seller to deliver the goods to a location specified by the Buyer.
2. Such delivery shall be treated as a separate shipment.
3. The delivery document is a warehouse issue document and/or CMR consignment note issued by the Seller which contains:
 - a) the date of release of the goods from the warehouse,
 - b) order number and
 - c) specification of goods based on order confirmation.
4. The Buyer undertakes to examine the goods thoroughly at the time of receipt with regard to quantity, compliance with technical specifications and any visible defects. The accompanying documentation of the goods shall also be verified.
5. Once the goods have been inspected, the Buyer shall acknowledge receipt of the goods on the delivery documents. Signing the release document is deemed to confirm that the indicated parameters comply with the order and that there are no defects that could have been detected with thorough examination of the goods on receipt.
6. Any dates specified by the Seller with regard to the delivery are estimates. Delivery made within two (2) working days before and two (2) working days after the date indicated in the order confirmation shall be deemed to have been made on time.
7. As soon as the subject of the order is handed over to the Buyer, all risks are transferred to the Buyer.
8. Buyer must return reusable packaging to CFI within forty (40) days of receipt of the purchased goods. Otherwise, CFI is entitled to charge the Buyer for the cost of packaging, for which it will issue a separate VAT invoice to the Buyer.

Article 5. Complaints

1. Unless otherwise expressly stated in the concluded contracts, the Seller does not provide a guarantee for the goods sold.
2. The Seller shall only be liable to the Buyer for defects in the goods on a warranty basis. The Seller shall be released from liability if

the Buyer was aware of the defect at the time of the conclusion of the contract, as well as when it failed to notify the Seller of the defect in accordance with the provisions of this Article 5.

3. If after the goods have been delivered the Buyer discovers any discrepancies between the delivered quantity of goods in relation to the quantities declared by the Seller and confirmed by the delivery document, a complaint protocol signed by the Buyer's representative and the carrier must be drawn up during unloading, under penalty of leaving the quantity complaint unprocessed and Buyer forfeiting all claims in this respect.
4. In the event of any discrepancy between the quality of the delivered goods and the accepted specification, the Buyer shall notify the Seller of this fact immediately in writing, but no later than within fourteen (14) days from the date of receipt of the goods, under penalty of leaving the quality complaint unprocessed and Buyer forfeiting all claims in this respect. Should a defect in the goods arise after the expiry of the aforementioned period, the Buyer shall notify the Seller of its discovery immediately, but no later than within three (3) days of its discovery.
5. The written complaint should include:
 - a) designation of the goods
 - b) batch number and date of manufacture
 - c) a copy of the invoice and proof of delivery to the Buyer
 - d) an indication of the date on which the irregularity was found, with supporting documentation
 - e) an indication of the Buyer's desired method of addressing the complaint.
 - f) other information, at the Seller's request, resulting, for example: from the specific nature of the goods or the Manufacturer's requirements.
6. If the complaint is incomplete, the Seller may request that it be supplemented within a specified period, not exceeding seven (7) days, under penalty of leaving the complaint unprocessed.
7. The Buyer shall examine, within seven (7) days of receipt, the type and quality of the goods received for their conformity with the contract. The examination should be conducted professionally, with a high level of diligence.
8. The Buyer shall be entitled to lodge a quality complaint within a period of three (3) days, calculated from the expiry of the time to examine the goods as set out in point 7.
9. A quality complaint must be submitted to the Seller no later than seven (7) days after receipt of the goods.

If a defect becomes apparent after the time limit for examination of the quality of the goods as set out in clause 7 has expired, the complaint shall only be considered if the Buyer proves that it was not possible to detect the defect during the examination of the goods. The time limit for lodging a complaint is then calculated from the date on which the defect became apparent.
10. In the case of a complaint on account of non-conformity of goods with the contract (quality complaint), the Buyer shall provide the Seller with a sample of the defective goods and allow the Seller to inspect the defective goods – within an agreed time limit.
11. Until the complaint has been fully resolved, the Buyer shall, at its own expense and risk, properly store the goods under complaint in such a way as to prevent damage or destruction and to enable the relevant expert opinions to be carried out.

12. The Buyer shall lose its warranty rights and claims for non-performance or improper performance of the sales contract if it has failed to examine the goods within the period stipulated in points 6 and 7 or has failed to comply with the time limits for lodging a complaint.
13. The Seller's liability under warranty shall only cover defects caused by reasons inherent in the goods. The Seller shall not be liable for damage to the goods resulting from improper use, installation, protection or maintenance of the goods by the Buyer or other persons not acting for and on behalf of the Seller, including damage resulting from the Buyer's failure to follow instructions on the use, protection or maintenance of the goods provided by the Seller, or damage resulting from improper or ineffective repairs carried out in-house by the Buyer or other persons not acting for and on behalf of the Seller.
14. The goods under complaint should be delivered to the Seller in their original packaging or other packaging ensuring their safe transport.
15. The Buyer shall submit all documents related to the concluded contract (in particular, an official weighing certificate, consignment note, quality certificate and other similar documents) in order for the Seller to consider the complaint.
16. The Seller shall, within fourteen (14) days of receipt of the complete complaint, notify the Buyer of the manner in which the complaint is to be addressed.
17. The Seller shall have the right to withhold settlement of a complaint from a Buyer who has been in default with the payment of the Seller's receivables arising from any legal relationship.
18. In the event of an unjustified complaint, the Seller may charge the Buyer with the costs incurred in addressing the complaint.
19. If the Seller decides that the Buyer's complaint is justified, the Seller shall be under an obligation to replace the defective batch of goods on the previous terms and conditions or to grant an appropriate discount.
20. Lodging a complaint does not suspend the Buyer's obligation to pay for the purchased goods.
21. The Buyer has no right to make further claims beyond those indicated in the resolved complaint, in particular, to demand further compensation, damages for lost profits and make other similar claims.
22. The goods may be returned by the Buyer or sold by the Buyer on the Seller's account only with the Seller's written consent.

Article 6. Responsibility of the Seller

1. The Seller's civil liability under any titles resulting from the conclusion and performance of contracts to which these GTC apply shall not include damage consisting in the loss of profit resulting from non-performance or undue performance of the contract by the Seller.
2. The Seller's civil liability for any titles resulting from the conclusion and performance of contracts to which these GTC apply is limited:
 - a) in the case of monetary claims – to 100% of the net price of the goods to which the circumstances giving rise to the Seller's liability apply,

- b) in the case of non-monetary claims – to compensation not exceeding 100 per cent of the net price of the goods to which the circumstances giving rise to the Seller's liability apply,
 - c) in the case of an accumulation of monetary and non-monetary claims – to a total value equal to 100% of the net price of the goods to which the circumstances giving rise to the Seller's liability apply.
3. The Seller's liability under warranty and other legal titles resulting from the conclusion and performance of contracts to which these GTC apply shall expire if a defect is not found before the lapse of three (3) months from the date on which the goods were handed over to the Buyer.
 4. The Seller shall only be liable for specific characteristics being present in the goods or for the suitability of the goods for the Buyer's desired purposes only if the Seller has granted written representations that the goods have such specific characteristics or are suitable for such purposes.
 5. The parties exclude the Buyer's right to withdraw from the contract under warranty or other legal titles, unless the Seller has deceitfully concealed the defects of the goods from the Buyer.
 6. The Seller shall not be liable for damage resulting from delays in delivering the goods to the Buyer when such delays have occurred as a result of circumstances caused by persons with whose assistance the Seller performs an obligation or to whom the Seller entrusts the performance of an obligation.
 7. The Buyer shall not be entitled to compensation for any damage caused by the goods (including as a dangerous object) or damage arising from their possession or use – except for liability under mandatory legal provisions.
 8. The parties exclude the Seller's civil liability for defects in the goods caused during or in connection with the packaging process.
 9. If a third party makes any claims against the Buyer that may be related to the goods sold to the Buyer or products for the manufacture of which the goods sold to the Buyer by the Seller have been used, the Buyer shall immediately notify the Seller, allowing the Seller to participate in proceedings related to the claims of that party, under penalty of exclusion of any liability of the Seller towards the Buyer related to these claims.
 10. If, as a result of the Buyer's actions or omissions, the Seller is additionally burdened with public-law liabilities, or the Seller loses the right to concessions or additional charges are imposed on the Seller, the Buyer shall be liable in full for the damage suffered by the Seller.

Article 7. Representatives and Communication between the Parties

1. The Seller shall appoint a representative for the performance of the contract by stating the name, telephone number and e-mail address of the contact person in the order confirmation.
2. The Buyer shall appoint a representative for the performance of the contract by stating the name, telephone number and e-mail address of the contact person in the order.

3. All orders, requests, notifications, declarations and other information relating to the performance of the contract shall be forwarded by the Parties to the e-mail address provided in accordance with Sections 1 and 2 above.
4. Each Party shall, upon request of the other Party, immediately acknowledge receipt of the documents referred to in Section 3 above.
5. The addresses for service of any correspondence to the Parties to the contract shall be their registered addresses. If the address of the registered office changes or an address other than that indicated in the preceding sentence is selected, each Party shall immediately inform the other Party of it by registered letter. In the event of failure to comply with this obligation, the correspondence sent to the address referred to in the first sentence shall be deemed to have been effectively served.
6. If the correspondence is not collected by the addressee Party, it shall be deemed to have been effectively served, despite being returned, after its delivery has been missed twice.

Article 8. Data Confidentiality and Personal Data Processing

1. The Buyer consents to the processing of its personal data by the Seller for the purpose related to the performance of contracts to which these GTC apply.
2. The parties undertake to keep confidential any confidential information of which they become aware in connection with the performance of this contract.
3. The obligation set out in point 2 applies in particular to all non-public data relating to customers, competitors, technical, technological and organizational information held by the parties and other information of economic value.
4. The obligation of secrecy extends to the duration of the contracts to which these GTC apply, as well as for a period of 5 years after their termination. It does not apply if the necessity to disclose such information is based on mandatory legal provisions or is made at the request of authorized state institutions.
5. The parties acknowledge that the confidential information referred to in this article constitutes a business secret within the meaning of Art. 11 of the Act of 16 April 1993 on Combating Unfair Competition (consolidated text: Dz. U. [Polish Journal of Laws] of 2003, No 153, item 1503, as amended);
6. At the request of the Seller, the Buyer shall, not later than within three (3) days, return or destroy all documents and data recorded in traditional systems, IT systems or on other information carriers containing confidential information. Within seven (7) days after the activities referred to above have been carried out, the Buyer undertakes to submit to the Seller in writing a statement confirming that the data and information referred to above have been returned or disposed of (destroyed).
7. The Seller has the right to verify the truthfulness of the statement mentioned in point 6. To this end, the Buyer must provide, upon request, evidence that the obligation to return and destroy documents and data at the Seller's request has been met.
8. The provisions of this article are without prejudice to the protection of the interests of the parties under other legal provisions, in particular the Civil Code and the Act of 16 April 1993 on Combating Unfair Competition (Dz. U. No 153/2003, item

1503), as well as the mandatory provisions concerning the obligation to keep records for public law purposes.

9. The Buyer consents to the processing of personal data provided to the Seller to the extent necessary for the performance of contracts concluded under GTC. Personal data is processed pursuant to 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 (hereinafter referred to as the GDPR) and national legislation issued in connection therewith. CFI Wood Sp. z o.o. is the controller of personal data.
10. Detailed information on the processing of personal data can be found on the website: www.cfiwoood.pl under the tab: RODO [GDPR].

Article 9. Final Provisions

1. If any provision of GTC or part thereof becomes invalid or unenforceable, the remaining provisions of GTC shall remain in force.
2. The provisions of these GTC may only be amended in writing under pain of invalidity.
3. An amendment to these GTC shall not constitute an amendment to the contract concluded between the Seller and the Buyer and may be made unilaterally by CFI.
4. In accordance with good business practice and with mutual respect for the good name and reputation of the company and its representatives, the Parties undertake to resolve any issues that were not foreseeable at the conclusion of the contract and any disputes arising in connection with the performance of the subject matter of the contract amicably through consultation and negotiation.
5. If no agreement is reached within fourteen (14) days of one of the Parties making an attempt to resolve the dispute amicably, the disputes arising from the performance of the contract shall be settled by the court having jurisdiction over the Seller's registered office.
6. In matters not covered by these GTC, the relevant provisions of the Civil Code shall apply.