

TERMS AND CONDITIONS “GENERAL TERMS OF SALES AND ORDER EXECUTION”

F.H. “Olimpia” Gabriela Mrochen

41-700 Ruda Śląska, ul. Na Łąkach 4

Tax ID (NIP): 6411075190 | REGON: 277482145

§ 1

PRELIMINARY PROVISIONS

1. These Terms and Conditions (hereinafter referred to as Terms and Conditions) set out the rules for placing orders, concluding Contracts and their execution by Gabriela Mrochen, running the business activity under the name F.H. “Olimpia” Gabriela Mrochen with its registered seat in Ruda Śląska (41-700), at ul. Na Łąkach 4, registered in the Central Registration and Information on Business Activity of the Republic of Poland, with REGON number 277482145 and NIP(Tax ID) number: 6411075190 (hereinafter referred to as OLIMPIA), in relations with Counterparties.
2. OLIMPIA conducts sales of the Products offered on the website and performs the production of the order placed exclusively for professional entities. Conclusion of a Contract by the Counterparty with OLIMPIA is synonymous with a statement that the ordering party makes an order as an entrepreneur in the course of business and that the order is of a professional nature for him.
3. The Terms and Conditions are binding on anyone who had knowledge of them or could have easily learned of their contents.
4. The General Terms or Terms and Conditions in force at OLIMPIA Counterparty are binding on OLIMPIA only insofar as they are consistent with these Terms and Conditions. If there are any contradictions or discrepancies between the provisions of the Terms and Conditions and the Terms and Conditions in force at the Counterparty, only the provisions of these Terms and Conditions shall apply.
5. In the event of amendments to the Terms and Conditions, the content of the Terms and Conditions current as of the date of placing an order by the Counterparty shall remain valid.
6. The content of the Terms and Conditions is available on the website: www.fh-olimpia.pl and is additionally made available in the form of a printout or by means of remote communication at each Counterparty request.

§ 2

DEFINITIONS

1. **Counterparty** - any entity (natural person, legal person, organizational unit without legal personality, which is granted legal capacity by law) making a purchase at OLIMPIA directly related to its business and having a professional character for it.
2. **Sales Contract / Contract** - a Contract concluded with the Counterparty within an organized system of concluding Contracts at a distance, without the simultaneous physical presence of the parties, with the exclusive use of one or more means of remote communication, whose subject matter is the sale, as defined in the Civil Code, of a Product against payment of the price plus shipping costs, if any.
3. **Order** - a declaration of will of the Counterparty addressed to OLIMPIA and aiming directly at concluding a Sales Contract, submitted using means of remote communication, specifying the

Products for which the Counterparty submits an offer to conclude a Sales Contract and the Counterparty data necessary for the conclusion and execution of a Sales Contract.

4. **Product** - a movable item available at OLIMPIA, which is the subject of a Sales Contract between Counterparty and the Seller, the detailed specification of which is each time indicated in the Product description on the website www.fh-olympia.pl.

§ 3

PLACING AN ORDER. CONCLUDING A CONTRACT

1. By placing an Order, the Counterparty or a person acting on its behalf declares that it has full legal capacity under the provisions of the Civil Code and that it meets the definition of the Counterparty specified in § 2.1 of the Terms and Conditions.
2. Placing an Order shall be synonymous with accepting the Terms and Conditions.
3. The Products shall be sold on the basis of Orders placed via electronic mail or other means of remote communication. Current contact details are given in the current price list and on the OLIMPIA website.
4. OLIMPIA price list is made available to regular Counterparties by means of an email message. The price list is also made available to each Counterparty on their request before placing an Order.
5. OLIMPIA shall not accept an Order and reserves the right to refuse to complete the Order, which was placed as incomplete, i.e. each time when the Counterparty data is incomplete, data for shipment or wrong names of Products or their symbols.
6. OLIMPIA is not responsible for incorrect completion of an Order caused by the Counterparty incorrect identification of Product symbols.
7. By placing an Order, the Counterparty confirms that they have familiarized themselves with the appearance of the Product and its parameters placed on the website www.fh-olympia.pl.
8. Subject to sec. 9 below, after placing an Order, OLIMPIA confirms its receipt and agrees with the Counterparty the date of its completion. As soon as the Parties confirm the completion date, a Sales Contract is concluded.
9. Products that are available in the warehouse and OLIMPIA can send them on the day of placing an Order or in the two following working days after placing an Order, can be sent without prior confirmation of receipt. As soon as the VAT invoice is sent to the Client's email address, a Sales Contract is concluded.
10. OLIMPIA reserves the right to change the order completion date in the case of fortuitous events on the side of OLIMPIA, as well as resulting from force majeure, which events OLIMPIA is not able to prevent. Liability of OLIMPIA for damage to the Counterparty, arising from delays in meeting the deadline for completion of the Contract is excluded.
11. In the case of an unexpected fortuitous event which makes the production process impossible, OLIMPIA shall immediately notify the Counterparty by e-mail or telephone, giving a specific reason why the order cannot be fulfilled in the previously specified time.

§ 4

PAYMENT TERMS

1. Method and time limits for payment for the Order are determined individually between OLIMPIA and the Counterparty.
2. The payment is considered done at the moment of be crediting the bank account of OLIMPIA, which is indicated in the VAT invoice.
3. In the absence of any other provisions in the order, the Counterparty is obliged to pay for the subject of the Contract within the period specified in the VAT invoice.

4. Counterparty by the fact of Contract conclusion with OLIMPIA authorizes OLIMPIA to issue VAT invoice without signature, in electronic form.
5. VAT invoice is sent in electronic form to the Counterparty's email address on the day of sending the Product to the carrier.
6. In the situation described in §5 sec. 8, the VAT invoice is issued to the Counterparty together with the ordered Product.

§ 5

EXECUTION AND SHIPMENT OF ORDERS

1. Subject to § 3 sec. 9, the Contract completion date is agreed individually with each Counterparty.
2. The Contract execution date is the time of shipment, i.e. the period until the Product is sent by OLIMPIA to the carrier.
3. For the purpose of executing the order OLIMPIA assumes only working days, counted from the next day, on which the order was received electronically.
4. Shipping costs, indicated in the Price List, are added to each order.
5. OLIMPIA is not responsible in any way for damages resulting from errors in delivery or delays in delivery of the Contract subject caused by a logistics operator or other entity delivering the Contract subject to the Counterparty.
6. OLIMPIA is not responsible for the date of delivery by the carrier.
7. OLIMPIA will provide the number of the bill of lading and the name of the carrier upon request.
8. OLIMPIA makes it possible, after a prior arrangement of time, to collect the order in person in its office. In this case, the cost of packaging the order according to the Price List will be added to the order.
9. After receiving the shipment, the Counterparty is obliged to check whether the quantity of the delivered product is the same as the order. In the case of noticed irregularities, OLIMPIA should be informed about them not later than on the next working day after receiving the Product.
10. In the case when the protective packaging of the shipment bears signs of damage, the Counterparty is obliged on the day of receipt of the Product to draw up a protocol of damage with simultaneous refusal to accept the goods. (Art. 74 of the Transport Law)
11. The Counterparty or a goods recipient acting on its behalf shall inspect the delivered Products thoroughly and in detail to verify their condition at the time of handover. In the event any defects are found during this verification, the Counterparty is obliged to notify OLIMPIA of these defects not later than on the next working day after the receipt of the Product.
12. At the time of the Product delivery, the risk of damage or loss of the item and the occurrence of defects, which are not latent defects, shall be transferred to the Counterparty. After the Product acceptance, the Counterparty may not rely on the existence of defects, which were not reported in accordance with sec. 9 and 11 of this paragraph, and which are not latent defects.
13. The Product shall be handed over upon its delivery to the agreed place (delivery address).

§ 6

RESPONSIBILITY. GUARANTY

1. All road traffic safety devices manufactured by OLIMPIA are brand new and free from defects, and have all documents required by law (i.e. National Technical Assessment and Declaration of Performance) and comply with current company standards and legislation.
2. OLIMPIA provides a guaranty for all its road traffic safety equipment and declares that these products have no hidden defects in material or workmanship and have the characteristics resulting from their technical specifications.

3. The guaranty in a wider scope than specified in the Terms and Conditions can be given only in the form of a separate agreement. The guaranty shall not cover Product defects of which the Counterparty knew when entering into the Sales Contract.
4. The guaranty shall be valid in the territory of Poland.
5. The guaranty shall be granted for the period not exceeding 12 (twelve) months from the date when the Counterparty collected the ordered Products. This period is considered to be fulfilled if a defect in the Product is revealed before its expiry date and the Counterparty notifies OLIMPIA about the discovered defect.
6. The guaranty claim should be submitted immediately, but not later than within 7 days after finding the defect under pain of losing the rights under the guaranty. The notification takes the form of a document and should include:
 - a) a description of the defect along with a photograph
 - b) documentation of the installation of road safety devices in accordance with the instruction (§6 section 11 point b) of the Terms and Conditions).
7. OLIMPIA, within 14 days from the acceptance of the guaranty claim, after carrying out an examination of the Product covered by the guaranty procedure, informs the Counterparty of the acceptance of liability for a defect in the Product or of the refusal to accept liability. Refusal to accept guaranty responsibility takes place in a situation where OLIMPIA is not at fault for a defect in the Product, in particular, where the Counterparty used the Product incorrectly or assembled it incorrectly.
8. OLIMPIA removes the defect in the Product by replacing it with a new one. The cost of shipping the Product for replacement is borne by the Counterparty. OLIMPIA replacing the Product with a defect-free one has the right to request the return of the defective Product. The replacement takes place immediately, not later than within 30 days from the recognition of responsibility for defects by OLIMPIA, unless the waiting period for the components of the Product will be longer, about which OLIMPIA will inform the Counterparty. The collection of the replaced Product takes place in a manner agreed upon by the Counterparty and OLIMPIA (personal collection, shipping at the expense of the Counterparty).
9. OLIMPIA is not responsible for the costs of disassembly of the Product and its reassembly after the guaranty repair.
10. The responsibility of OLIMPIA for the Counterparty's damage resulting from delays in meeting the deadline for replacing the Product with a new one free of defects is excluded.
11. The Counterparty shall be obliged to comply with the obligations in connection with the purchase of road safety devices by:
 - a) organizing transport in accordance with the transport regulations (in the situation when the transport of the Product takes place at the expense and risk of the Counterparty, which was agreed individually);
 - b) assembling the road traffic safety devices in accordance with the manual available at: www.fh-olipmia.pl
 - c) periodical cleaning and painting of the road traffic safety devices elements;
 - d) immediately unpacking the pallet in order to avoid deformation of the Products;
12. The Counterparty shall lose its rights under the guaranty if it failed to comply with the obligations described in §5 sec. 9, §5 sec. 11 and §6 sec. 13 hereof and if the subject of the Contract:
 - a) was damaged in a mechanical manner by road users;
 - b) was damaged in a mechanical way or due to improper installation,
 - c) is worn out by abrasion of paint, chemical curing compound, and reflective tape and stickers during the use of traffic safety devices;
13. The Counterparty shall also lose its rights under the guarantee if it took delivery of the shipment from the carrier which showed signs of damage in the packaging and at the same time failed to draw up a damage protocol, pursuant to §5 par. 10 hereof.

14. The guaranty does not cover consumables and parts that wear out normally and parts that wear out in a way that indicates their use contrary to the manufacturer's recommendations.
15. In accordance with Article. 558 § 1 sentence 2 of the Civil Code the liability of OLIMPIA under warranty for defects is excluded.

§7

DESIGNS AND SAMPLES

1. At the Counterparty's request OLIMPIA provides the possibility of sending samples of road safety devices or production samples, which are only for illustrative purposes.
2. OLIMPIA does not take into account the complaints of goods based on differences in color of the Products resulting from different settings of a computer monitor. OLIMPIA does not make exchanges of Products, purchased due to wrong decisions of the Counterparty.
3. OLIMPIA reserves the right to change, without notice, the materials used in the production of traffic safety devices, their designs, textures and colors, and weight.

§ 8

DISPUTE RESOLUTION

1. Any disputes that may arise from the implementation of this agreement will be resolved amicably.
2. If it is not possible to resolve a dispute amicably, the competent court to resolve the dispute will be the court having jurisdiction over the registered seat of OLIMPIA.

§ 9

FINAL PROVISIONS

1. The Contract shall be governed by the Polish law.
2. The Parties undertake to keep in secret the information obtained in connection with the received offer and the conclusion and performance of the Contract, in particular as regards company data not disclosed to the public, Counterparties' data and business contacts. The obligation to keep these data secret continues even after the expiry of the Contract.
3. Neither OLIMPIA or its employees, authorized representatives and proxies shall be liable to the Counterparty, its subcontractors, employees, authorized representatives or proxies for any damages arising from Contractual or tort liability, including lost profits, unless the damage was caused by them intentionally.
4. Address and contact data provided by the Counterparty in the order shall be binding for OLIMPIA for any deliveries and contacts between the parties. The Counterparty is obliged to inform OLIMPIA about any change of data. In the event of failure to fulfil this obligation, the Counterparty shall be subject to all negative consequences resulting from this fact.
5. The appendix to these Terms and Conditions is the Privacy Policy.