

**TERMS AND CONDITIONS OF PROVIDING SERVICES AND CUSTOMER SERVICE  
IN THE ENTERPRISE FAMILY IMPEROLL S.C.  
effective from June 21, 2019**

**I General information**

1. The Regulations apply to the general terms of cooperation between the Seller: P.R. Imperoll  
s.c. M.R. Schwabe with its place at ul. Łąkowa 25, 83-340 Sierakowice, NIP 589-17-96-605, entered in the business register by the Head of the Sierakowice Commune in the scope of sale of the offered goods, and the Buyers: Retail or Wholesale Customers, based on the applicable law, in particular on the Act of 23 April 1964, the Civil Code and the Act of May 30, 2014, on consumer rights.
2. Contact with the Seller is possible from Monday to Friday from 8.00 to 16.00 through:  
- e-mail: [biuro@imperoll.pl](mailto:biuro@imperoll.pl), [biuro@imperoll.pl](mailto:biuro@imperoll.pl)  
- telephone connection: +48 58 684 77 92, +48 58 684 77 93, +48 58 308 02 97 ext. 10, 11 - Customer Service Department, ext. 13 - Forwarding Department, ext. 21 - Accounting.
3. A detailed list of the offered products is available on the website in the zone Customer and a paper offer, available at the Seller's premises or at the representative's commercial.
4. The prices given are gross prices, in the Polish currency PLN. The seller reserves the right to change the prices of products in offer, to introduce new goods to the offer, removing products from the offer, or introducing changes to it, as well as to change Of the Regulations. These changes will not apply to Orders placed before their introduction.
5. Access to these Regulations is possible at any time on the home page P.R. IMPEROLL s.c. M.R. Schwabe, at the internet address [www.imperoll.pl](http://www.imperoll.pl).

**II The terms in the regulations mean**

1. Seller - a natural person running the business of P.R. Imperoll S.C, entered into the Central Register and Information on Economic Activity (CEIDG), run by the minister responsible for economy, NIP 589-17-96-605.
2. Customer - each entity making purchases / orders at P.R. Imperoll s.c.
3. Regulations - these regulations P.R. Imperoll s.c. and any change or update of it.
4. Order - Customer's declaration of intent, submitted via the Order Form (Order Print), aimed directly at the conclusion of the Product Purchase Agreement or Seller's Products.
5. Order form - the form is available on the website [www.imperoll.pl](http://www.imperoll.pl), enabling the submission of an Order and specifying the terms of the Purchase Agreement, including the method of delivery and payment.
6. Product - an available movable item, the description of which is available for each of the presented products, which is the subject of the Sales Agreement between the Customer and the Seller.
7. Sales contract - a contract for the sale of Products within the meaning of the Civil Code,

concluded between the Seller and the Customer.

8. Civil Code - the Act of April 23, 1964 (Journal of Laws No. 16, item 93, as amended)

9. Consumer Rights Act - the Act of 30 May 2014 on consumer rights (Journal of Laws of 2014, No. 827).

10. Working days - days from Monday to Friday, excluding public holidays work.

### **III Properties of products offered by P.R. Imperoll S.C.**

1. Catalogs, templates and samples are available to customers in the Seller's Customer Service Department.

2. Catalogs for Wholesale Customers that enable the presentation and sale of products for individual customers, they are payable. The payment is one-time, and the value of the complete catalog is agreed individually with the Wholesale Customer.

3. The set of price lists includes: Price list for pleated blinds - 1, price list for roller blinds with fabric traditional - 2, Price list of roller blinds with Day and Night fabric - 3, Price list of blinds - 4, Price list of mosquito nets - 5, Price list for Screen type roller shutters - 6.

4. Each Price List contains the exact product offered by the Seller description of the system, method of window measurement and installation of the window cover.

5. Price lists contain information on possible maximum heights and widths fabrics that are used in the systems concerned.

6. The limitations of the given system or fabric and their comments are detailed under the product description.

7. There may be discrepancies in the colors of fabrics and differences in the color of cassettes and guides due to the different series in the production stages.

8. Each product installed on the sash (invasive or non-invasive) is limited the possibility of opening the sash of the window, and the wall on which the window or window cover is located may be damaged.

9. The fabrics used for the production of roller blinds have the right to heat up with less or greater degree, depending on the degree of sunlight in the place where they are located.

10. Each offered pleated blind comes with an instruction manual.

11. The heights of chains / beads in the Free Hanging and Mini Systems used for control of the window cover meet the European Union standards.

12. The Price Lists specify the largest possible sizes for the application of which the systems perform their functions properly. On larger sized systems, there may occur unwanted behavior of the fabric, cassette, tube or profiles .

Window covers with dimensions larger than those recommended are exposed to:

- bending of movable and fixed beams,
- uneven work of the right and left sides,
- deviation of movable and fixed beams,
- fabric falling and uneven draping,
- fabric waving.

13. In the case of pleated blind instalation, there is a gap between the pleated blind, and the glass gasket.

14. Due to the very high thermal insulation, BO fabrics (Montreal and Palma) are not recommended to be used in the case of installation in the light of the glass. The information does not concern systems used in roof windows.

15. In the Prestige PCV and Prestige ALU systems, Termo fabrics cannot be applied. Any orders made / sold will be under the customer's responsibility.

16. We do not use Prestige PCV and Prestige ALU systems in triple-glazed windows.

#### **IV Placing orders for products offered by Imperoll s.c.**

1. Orders should be placed only on order forms or via the Imperoll wholesale panel.
2. All order forms are available for download on the Seller's website [www.imperoll.pl](http://www.imperoll.pl).
3. When placing an order, pay attention to its completeness to correct order processing, production and sales. All dimensions and data are required on the order form.
4. After receiving an incomplete order by the Seller, the Seller is obliged to send an e-mail informing about its incompleteness. The seller is not obligated to contact by phone.
5. Orders should be placed by e-mail at: [zamowienia@imperoll.pl](mailto:zamowienia@imperoll.pl) or by fax: +48 58 684 77 93, +48 58 684 77 92, +48 58 30 802 97 - ext. 14.
6. Orders placed by phone will not be accepted.
7. Placing an order is tantamount to accepting the Regulations of P.R. Imperoll s.c.

#### **V Time of order fulfillment**

1. Orders are processed within 5 to 10 working days from the date of submission. Order's time execution depends on the selected system and the type of window cover.
2. The day the order is placed is day zero.
3. Orders can be canceled and corrected only on day zero - on the day of sending orders.
4. The order fulfillment period may be slightly extended for reasons beyond Seller control. The customer will be informed immediately about this fact. Seller will propose a different order fulfillment date. If the customer does not accept the new date execution of the order, then the order is treated as null and void, and neither part is liable for non-performance of the contract.
5. Orders sent on the same day by 15.30 will be processed together, incl same time.
6. Orders sent on different days will not be processed simultaneously.
7. Customers make prepayments on the basis of Pro Forma invoices sent electronically.
8. Orders of customers who use prepayment as a form of payment, will be processed from the moment the amount is credited to the Seller's bank account or received by the seller the confirmation of the transfer.

## **VI Shipment of completed orders**

1. The seller sends orders in cardboard packages via the company UPS or DPD courier service.
2. The time of delivery via a courier company in Poland will be 2 working days from the date of order acceptance by the courier service provider.
3. If the seat / place of residence of the Customer is located outside the Poland borders, the Seller (after confirming the acceptance of the order) informs the Customer about the fees amount for the delivery of the ordered goods and sends him a Pro Forma invoice, on the basis of which the customer makes the payment. Upon receipt of the fees, the Seller delivers the ordered goods to the Customer in the manner indicated in the order, but delivery dates referred to in paragraph 2 may be extended, no however, more than 14 working days in relation to the original deadlines.
4. Upon receipt of the parcel, the Customer should check it for damage external, e.g. broken foil, broken cardboard, broken packaging tape with a logo P.R. Imperoll s.c. or some other tape stuck.
5. In case of damage to the package / shipment, the delivering person should be notified immediately (courier) about your willingness to submit a complaint and notify the Seller's Forwarding Department: +48 58 684 77 92 ext. 13. Additionally, the customer should keep the damaged outer packaging and take photos of the package / parcel.
6. In case of delays in delivering the parcel by the courier company, the Customer has the right to direct contact with an intermediary.
7. As a result of not collecting the parcel by the customer and charging additional costs by the intermediary (courier company), the Seller will charge the Customer with them.
8. The seller is not responsible for the quality of the services provided by the intermediary (courier company).

## **VII Prices and fees payable for the delivery of the ordered products**

1. At the time of placing an order by the Customer, the current price shall apply pricelist. The given price is a gross price and includes the tax on goods and services at the rate valid at the time of ordering.

## **VIII Warranty**

Pursuant to Art. 577. and art. 5771 of the Civil Code; talking about the warranty on sale, and formulating a warranty statement:

1. The warranty card for the products offered by the Seller is available on the website [www.imperoll.pl](http://www.imperoll.pl) in the download tab.
2. The Seller provides a two-year product warranty for Retail Customers and annual for Wholesale Customers / Intermediaries. The warranty period is valid from the date of purchase.
3. The warranty does not cover:
  - mechanical damage and defects caused by them,

- damage resulting from improper assembly, changes or repairs of the product made by persons not authorized by the Seller,
  - damage resulting from the use of spare parts or accessories other than used by the Manufacturer / Seller,
  - damage resulting from use of the product not in accordance with the intended use,
  - damage resulting from improper cleaning of the product,
  - changes in the color of the material caused by the action of weather conditions,
  - repairs resulting from incorrect data provided for the order (window measurements, glass measurements, total dimensions of window covers, etc.) by the customer.
4. For products that are marked in the Price Lists as being able to be produced, but on the customer's responsibility, the warranty is not given, because they are only made on Client's responsibility.

### **IX Returns**

1. The customer has the right to cancel the order or make changes to the order only in day zero, i.e. on the day of sending the original order.
2. The Seller does not accept order cancellations on a day later than zero.
3. The seller does not accept returns of manufactured products due to made-to-measure goods provided by the customer. All products offered by Imperoll s.c .. are personalized.
4. When purchasing a finished product that is not made to individual order, the right to withdraw from the contract is entitled to the consumer, if concludes a distance contract, i.e. outside the Seller's premises within 14 days, counted from the day the order is delivered.

### **X Complaints**

1. Complaints should be submitted in writing, only on the complaint protocol, which is available on the website [www.imperoll.pl](http://www.imperoll.pl) in the download tab.
2. The complaint protocol should be supplemented in detail and the defects described.
3. Complaints submitted using a different complaint form will not be considered.
4. A correctly completed complaint protocol should be submitted to the headquarters of P.R. Imperoll s.c. or send it by e-mail to the following e-mail address: [reklamacje@imperoll.pl](mailto:reklamacje@imperoll.pl).
5. The submitted complaint protocol should be accompanied by photos of the entire complaint the product and its defects.
6. The condition for accepting a complaint is the delivery of a complaint protocol, photos and the product itself to the headquarter of P.R. Imperoll s.c., 25 Łąkowa Street, 83-340 Sierakowice.
7. The Seller, at the request of the Customer, may help the Customer deliver the goods to the company's headquarter.

8. If the complaint is justified, the cost of transporting the goods shall be borne by the Seller, however if the notification is unjustified, the cost of transport to the Seller and the cost of the second one transport to the customer is borne by the declarant.

9. Complaints will be considered within 30 days from the delivery date of the protocol and goods to the Seller. If the advertised goods remain delivered to the company's headquarters later than the complaint protocol, the deadline is counted from the date of receipt of the goods by the Seller.

10. Complaints / complaints regarding purchased products on client's responsibility according to the information contained in the Price Lists will not be considered.

11. A decision on the merits is issued for each complaint.

12. Decisions regarding complaints are issued by the Complaints Specialist at P.R. Imperoll s.c.

#### **XI. Final provision**

1. Unless the provisions of mandatory law provide otherwise, any disputes regarding contracts concluded on the basis of the Regulations between the Seller and the Customer, are settled by common courts competent for the headquarter of the Seller.

2. The Regulations are available in an electronic version on the Seller's website.

3. P.R. Imperoll s.c. reserves the right to make changes and updates to the Regulations .