

TERMS OF COOPERATION

I General information

1. These Terms and Conditions set out the general terms of cooperation between the Seller: Imperoll Sp. z o.o., with its registered office at Łąkowa 25, 83-340 Sierakowice, Tax Identification Number (NIP): 589-20-53-059, entered in the business register, in respect of the sale of the goods offered, and the Buyer: Retail or Wholesale Customers, based on the applicable provisions of law, in particular the Act of 23 April 1964 – the Civil Code, and the Act of 30 May 2014 on Consumer Rights.
2. The Seller may be contacted from Monday to Friday between 8:00 a.m. and 4:00 p.m. via:
 - e-mail: [\[export@imperoll.pl\]](mailto:export@imperoll.pl)(mailto:export@imperoll.pl)
 - telephone: +48 58 684 77 92, +48 58 684 77 93, +48 58 308 02 97 ext. 11 – Customer Service Department.
3. A detailed list of the products offered is available on the website: [\[www.imperoll.pl\]](http://www.imperoll.pl)(http://www.imperoll.pl) and in the printed offer available at the Seller's registered office or from a sales representative.
4. The prices stated are net prices in euro. The Seller reserves the right to change the prices of products included in the offer, introduce new products to the offer, remove products from the offer, make changes to the offer, as well as amend these Terms and Conditions. Such changes shall not apply to orders placed before their introduction.
5. These Terms and Conditions are available at any time on the homepage of Imperoll Sp. z o.o. at [\[www.imperoll.pl\]](http://www.imperoll.pl)(http://www.imperoll.pl).

II Definitions used in these Terms and Conditions

1. Seller – Imperoll Sp. z o.o., entered in the Central Registration and Information on Business Activity (CEIDG), maintained by the competent minister for the economy, NIP 589-20-53-059.
2. Customer – any entity making purchases / placing orders with Imperoll Sp. z o.o.
3. Terms and Conditions – these Terms and Conditions of Imperoll Sp. z o.o. and any amendment or update thereto.
4. Order – a declaration of intent by the Customer, submitted by means of the Order Form, directly aimed at concluding a Purchase Agreement for the Seller's Product or Products.
5. Order Form – a form available on the website [\[www.imperoll.pl\]](http://www.imperoll.pl)(http://www.imperoll.pl), enabling the placement 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 provided with each presented product, constituting the subject of the Sales Agreement between the Customer and the Seller.
7. Sales Agreement – an agreement 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 23 April 1964.
9. Consumer Rights Act – the Act of 30 May 2014 on Consumer Rights.
10. Business Days – days from Monday to Friday, excluding public holidays.

III Properties of products offered by Imperoll Sp. z o.o.

1. Catalogues, sample books and samples may be ordered by the Customer via the B2B panel, from the account manager, or from the Customer Service Department.
2. Catalogues and sample books for Wholesale Customers, which enable them to present and sell products to individual customers, are subject to a fee. The value of catalogues and sample books is determined in advance. The Customer may use a benefit programme (ask the account manager for details) or negotiate individual terms with the account manager in specific circumstances.
3. The limit dimensions shown in the price tables define the maximum widths and heights of a given system covered by the warranty, or they are specified in the notes below the table. Products made outside the stated dimensions are produced at the Customer's responsibility and upon the Customer's acceptance.
4. The Price Lists specify the largest possible dimensions at which the systems operate properly. In systems of larger dimensions, undesirable behaviour of the fabric, cassette, tube or profiles may occur. Window coverings with dimensions greater than recommended may be exposed to:
 - bending of movable and fixed rails,
 - uneven operation of the right and left side,

- deviation of movable and fixed rails,
- sagging and uneven arrangement of the fabric,
- fabric waving.

5. Limitations of a given system or fabric, and the related remarks, are specified under the product description in the price list.

6. Variations in fabric colours, as well as differences in the colour of cassettes and guides, are permissible due to different production batches and delivery dates of goods at the production stages.

7. Any product mounted on a window sash (whether invasively or non-invasively) limits the possibility of opening the window sash, and the wall on which the window or window covering is installed may be damaged.

8. Fabrics used in the production of blinds may heat up to a lesser or greater extent depending on the degree of sunlight exposure in the place where they are installed.

9. Instructions for operation / use are attached to every pleated blind offered.

10. The lengths of chains / bead chains in Free-hanging and Mini systems used to operate the window covering comply with European Union standards.

11. When a pleated blind is installed within the glazing bead area, a gap occurs between the fabric and the window gasket.

12. Due to the very high thermal insulation of HB and BO type fabrics, their use is not recommended when mounted within the glazing bead area. This information does not apply to systems used in roof windows.

13. In Prestige PCV, Prestige ALU and Prestige Uni systems, fabrics from the Termo series may not be used. Any such orders produced / sold shall be at the Customer's responsibility.

14. We do not use Prestige PCV, Prestige ALU and Prestige Uni systems in triple-glazed windows.

15. Day and Night fabrics from the BH II and BH III groups may wave due to their specification.

16. Ready-made Day & Night blinds included in the same order do not have to have the stripes aligned evenly, unless such information is included in the order. With different blind heights, at one of the positions the blind may not have a fully closed arrangement.

17. Fabrics may have a characteristic smell. This is a natural phenomenon.

IV Placing orders for products offered by Imperoll

Sp. z o.o.

1. Orders must be placed solely and exclusively via the B2B platform / wholesale panel, available at www.imperoll.pl.

2. Placing orders requires logging into the customer account and the data being authorised by Imperoll Sp. z o.o.

3. When placing an order, attention must be paid to its completeness; for the proper processing of the order, production and sale, all dimensions and required data are necessary.

4. Upon receiving an incomplete order, the Seller is obliged to send an e-mail message using the message option in the B2B panel informing the Customer of its incompleteness. The Seller is under no obligation to make telephone contact.

5. Orders placed via the Wholesale Panel do not have a so-called "day zero". The moment an order is placed is equivalent to its final acceptance in terms of content, dimensions, configuration and selected options. If any changes are requested after the order has been placed (in particular regarding dimensions, fabric, colour, control method or other technical parameters), the Customer shall bear all financial consequences resulting from such modifications, including material, production and logistics costs.

6. In the case of orders placed electronically (by e-mail), the granted discount is reduced by 2% compared to the standard discount otherwise applicable. The same applies to orders placed through the panel where a Customer Service employee must introduce changes that could have been entered by the customer when placing the order. At the same time, the completion time for such orders may be extended.

7. Orders placed by telephone will not be accepted.

8. Placing an order shall be equivalent to acceptance of the Terms and Conditions of Imperoll Sp. z o.o.

V Order completion time

1. Orders are completed within 4 to 15/21 business days from the date of placement. The order completion time depends on the selected system and type of window covering.

2. The order completion time may be slightly extended for reasons beyond the Seller's control. The Customer shall be informed of this fact without delay. The Seller shall propose a different completion date. If the Customer does not accept the new completion date, the order shall be treated as null and void and neither party

shall bear liability for the non-performance of the order.

3. Orders sent on the same day by 3:30 p.m. will be processed together, at the same time.

4. Orders sent on different days will not be processed simultaneously.

5. Customers make prepayments on the basis of Pro Forma invoices sent electronically or information contained in the prepayment tab in the B2B Panel.

6. Orders from Customers using prepayment as the payment method shall be processed from the moment the relevant amount is credited to the Seller's bank account or from the moment the Seller receives confirmation that the transfer has been made.

VI Shipment of completed orders

1. The Seller ships orders in cardboard packages via GLS or DPD courier services.

2. Delivery time by courier within Poland is 2 business days from the date the order is dispatched by the courier service provider.

3. If the Customer's registered office or place of residence is located outside Poland, the Seller, after confirming acceptance of the order, informs the Customer of the delivery charges applicable to the ordered Goods and sends a Pro Forma invoice on the basis of which the Customer makes payment. Once the payment has been received, the Seller delivers the ordered Goods to the Customer in the manner specified in the order. The delivery times specified in section 2 may be extended, but by no more than 14 business days compared with the original delivery dates.

4. Upon receipt of the shipment, the Customer should check it for any external damage, such as torn wrapping film, a damaged cardboard box, broken packing tape bearing the Imperoll Sp. z o.o. logo, or any other tape affixed to the package.

5. If any damage to the package or shipment is found, the courier must be informed and a damage report must be prepared.

6. Any damage occurring during transport must be reported to the Seller within 24 hours of receipt of the shipment. The report must include photographic documentation of the damaged packaging, the shipping label, and the damaged product.

7. In the event of delays in delivery by the courier company, the Customer has the right to contact the intermediary directly.

8. If the Customer fails to collect the shipment and the intermediary, meaning the courier company, charges additional costs, the Seller will charge these costs to the Customer.

9. The Seller shall not be liable for the quality of services provided by the intermediary, meaning the courier company.

VII Prices and fees due for delivery of the ordered products

1. At the time the Customer places an order, the price shown in the current price list shall apply. The quoted price is a gross price, includes value added tax at the rate applicable at the time of placing the order, and is expressed in PLN.

2. Offers prepared and saved in the B2B Panel, as well as offers prepared upon the Customer's individual request, are valid for 14 calendar days from the date of their creation or sending to the Customer.

3. Saving an offer in the B2B Panel does not constitute placing an order and does not guarantee the reservation of the price, materials, components, or lead time.

4. After the expiration date, the offer requires recalculation and confirmation by the Seller. The price, availability of products, materials, and components, as well as the expected lead time, are subject to change in accordance with the terms applicable on the date the order is placed.

5. Promotional prices are valid exclusively during the period of the given promotion. Saving an offer during a promotion does not extend the validity period of the promotional price, unless otherwise confirmed by the Seller.

6. The order is accepted for execution under the conditions in effect at the time of its effective placement and final acceptance in the B2B Panel.

VIII Warranty

Pursuant to Article 577 and Article 5771 of the Civil Code, concerning warranty upon sale and the formulation of a warranty statement:

1. The warranty card for products offered by the Seller is available on the website [www.imperoll.pl](<http://www.imperoll.pl>) in the download section.
2. The Seller grants a two-year warranty for products for Retail Customers and a one-year warranty for Wholesale Customers / Intermediaries. The warranty period runs from the date of purchase.
3. The warranty does not cover:
 - mechanical damage and defects resulting therefrom,
 - damage resulting from improper installation, alterations or repairs of the product carried out by persons not authorised by the Seller,
 - damage caused by the use of spare parts or accessories other than those used by the Manufacturer / Seller,
 - damage resulting from the product being used contrary to its intended purpose,
 - damage resulting from improper cleaning of the product,
 - changes in fabric colour caused by weather conditions,
 - repairs resulting from errors caused by incorrect order data provided by the Customer (window measurements, glazing measurements, total dimensions of window coverings, etc.).
4. No warranty is granted for products which in the Price Lists are marked as possible to manufacture but only at the Customer's responsibility, because they are made solely at the Customer's responsibility.

IX Returns

1. The Seller does not accept returns of manufactured products, due to the fact that the goods are made to the dimensions provided by the Customer. All products offered by Imperoll Sp. z o.o. are made to the individual order of the customer.
2. In the case of purchasing a ready-made product that is not made to an individual custom size, the customer has the right to withdraw from the contract; this right is available to the consumer if the contract is concluded at a distance, i.e. outside the Seller's registered office, within 14 days counted from the date of delivery of the order.

X Complaints

1. Complaints must be submitted electronically via the B2B panel or in writing, exclusively using the complaint form available in the Downloads section of the website [www.imperoll.pl](<http://www.imperoll.pl>).
2. The complaint form must be completed in detail and must include a description of the defects identified.
3. Complaints submitted using any other complaint form will not be accepted or considered.
4. A correctly completed complaint form must be submitted at the registered office of Imperoll Sp. z o.o. or sent electronically to [reklamacje@imperoll.pl](<mailto:reklamacje@imperoll.pl>).
5. Photographs of the entire product subject to the complaint and of the defects must be attached to the complaint form.
6. A condition for accepting a complaint is the delivery of the complaint form, photographs and the product itself to the registered office of Imperoll Sp. z o.o., ul. Łąkowa 25, 83-340 Sierakowice, Poland.
7. At the Customer's request, the Seller may assist the Customer in delivering the Goods to the company's registered office.
8. If the complaint is justified, the cost of transporting the Goods shall be borne by the Seller. If the complaint is unjustified, the person submitting the complaint shall bear the cost of transporting the Goods to the Seller and the cost of returning them to the Customer.
9. Complaint notifications and complaints shall be considered within 30 days from the date on which the complaint form and the Goods are delivered to the Seller. If the Goods subject to the complaint are delivered to the company's registered office later than the complaint form, the time limit shall be calculated from the date on which the Goods are received by the Seller.
10. Complaint notifications and complaints concerning products purchased at the Customer's own risk, in accordance with the information provided in the Price Lists, will not be considered.
11. The Customer is obliged to verify that the delivered Goods comply with the order immediately upon receipt. Any discrepancies, including in particular shortages, incorrect dimensions, colours, fabric type, product configuration, control method, workmanship inconsistent with the order, or any other differences compared with the order, must be reported to the Seller within 14 days from the date of delivery. After this period, the delivered Goods shall be deemed to comply with the order, and notifications concerning discrepancies may not be accepted.
12. A decision regarding the validity of the complaint shall be issued for each complaint notification.
13. Decisions concerning complaints shall be issued by the Complaints Specialist at Imperoll Sp. z o.o.

XI Personal data protection (GDPR)

1. The controller of personal data is Imperoll Sp. z o.o. Information on the processing of your personal data, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), is available on the website: <http://www.imperoll.pl/pl/>

XII Final provisions

1. Unless mandatory provisions of law provide otherwise, all disputes concerning agreements concluded on the basis of these Terms and Conditions between the Seller and the Customer shall be settled by the common courts having jurisdiction over the Seller's registered office.
2. These Terms and Conditions are available in electronic form on the Seller's website.
3. Imperoll Sp. z o.o. reserves the right to make changes and updates to these Terms and Conditions.