

## GENERAL TERMS AND CONDITIONS

**AM OKNA B. Szymkowiak sp. z o.o. Sp.k**

**AND AM OKNA Sp. z o.o.**

### § 1.

#### General provisions

1. These General Terms and Conditions (hereinafter referred to as the ‘GTC’) shall apply to agreements concluded by ‘AM OKNA B. Szymkowiak’ sp. z o.o. Sp.k. and ‘AM OKNA Sp. z o.o.’ with its registered office in Gorzów Wielkopolski, at the address: ul. Podmiejska 21a, 66-400 Gorzów Wielkopolski, registered in the register of entrepreneurs entered by the District Court in Zielona Góra, 8th Commercial Division of the National Court Register, under KRS: 0000656768, NIP: 5993185963, REGON: 364838037 and KRS:0000298487, NIP: 5992346482, REGON: 210607314 (hereinafter referred to as: ‘AM OKNA’) and its Customers (hereinafter referred to as: ‘Customers’), with regard to the implementation of such products as in particular window joinery, gates, doors, pergolas, conservatories, etc.
2. Customers may be:
  - a. Natural persons making a legal transaction not directly related to their economic or professional activity (hereinafter referred to as: ‘Consumers’);
  - b. Natural persons, legal persons and organisational units carrying out business or professional activities on their own behalf (hereinafter referred to as: ‘Entrepreneurs’);
  - c. Natural persons concluding a contract directly related to their business activity, if it is evident from the content of this contract that it is not of a professional nature for them (hereinafter referred to as: ‘Entrepreneurs on the rights of consumers’).
3. Insofar as individual provisions do not expressly refer to certain groups of persons indicated in paragraph 2 above, these regulations shall apply to all Customers.
4. Customers are obliged to familiarise themselves with the GTCT before entering into a contract with AM OKNA. By placing an order, the Customer confirms that he/she has familiarised himself/herself with the provisions of the GTCT and understands and agrees that they are part of the contract to be concluded with AM OKNA.

5. The current Terms and Conditions document is available for inspection with the possibility to download and save at any time under the link:  
<https://amokna.net/wp-content/uploads/2024/11/AM-OKNA-OWH-ENG.pdf>

## § 2.

### Placing orders

1. Customers may place orders:
  - a. Electronically, at the following email address: info@amokna.eu
  - b. By paper, via conventional mail, to the address: Podmiejska 21a, 66-400 Gorzów Wielkopolski
2. Orders and quotations are accepted by AM OKNA from Monday to Friday from 7:30 a.m. to 3:30 p.m.
3. The order should contain at least the following information:
  - a. Name and surname or company name,
  - b. Telephone number; e-mail address;
  - c. Delivery address;
  - d. TIN in the case of an entrepreneur;
  - e. Details of the products ordered, allowing AM OKNA to quote for the completion of the order.
4. AM OKNA is obliged to confirm acceptance of an order within 14 days of its placement by the Customer. Along with the order confirmation, AM OKNA shall send the Customer a draft contract completed with the data provided by the Customer within the order, together with the proposed financial terms and conditions of the order, and the deadline for its completion.
5. The Customer is responsible for the completeness and correctness of the data provided within the order.
6. The contract between the Customer and AM OKNA is concluded following the return by the Customer of a signed copy of the contract referred to in paragraph 4 above, on the date of receipt of that contract by AM OKNA.

### **§ 3.**

#### **Payment of price**

1. AM OKNA reserves ownership of the goods until the Customer has paid AM OKNA in full for the completion of the order.
2. Following the conclusion of the contract with AM OKNA by the Customer, pursuant to § 2. para. 6, the Customer is obliged to pay a down payment within 2 weeks, in the amount stated in the aforementioned contract. If the above-mentioned deadline is not met, AM OKNA may:
  - a. update the quote for the execution of the order, together with an indication of the new completion dates, which the Customer will be obliged to confirm within 3 working days. If the new terms and conditions are confirmed, the deadline for the Customer to pay the required deposit will start anew. In the absence of such confirmation, the contract concluded between the Client and AM OKNA is terminated with the ineffective expiry of the deadline for the Client to confirm the aforementioned conditions;
  - b. withdraw from the contract concluded between the Customer and AM OKNA.
  - c. The term of performance begins upon payment of the down payment.
3. A detailed payment schedule as well as the amount of the individual payments, including the amount of the deposit, will each time be specified in detail in the contract concluded between the parties.

### **§ 4.**

#### **Order fulfilment and delivery**

1. All products made by AM OKNA are made to Customer order and may differ in colour (shade) from the products shown on the website or in AM OKNA's offer. This is due to hardware properties. The colours shown on the website and in the offers are in accordance with the colour chart.
2. AM OKNA provides insurance for transporting manufactured products to the Customer. Therefore, the Customer is obliged to check the shipment in detail, in particular regarding the completeness of the shipped products, as well as visible damage to both the packaging and the goods themselves. If any damage or shortages are identified, the Customer shall report this fact to the person making the delivery on behalf of the forwarder, no later than 24 hours after receipt of the goods.

3. The exact date of delivery will be agreed with the Customer by telephone.
4. Customers who have created an account within the panel created within the ICT structure of the website: <https://www.amokna.pl/> (hereinafter: '**Account**'), can keep track of the status of their order.
5. Through the Account, the Customers have access to the following information concerning their orders: date of conclusion of the agreement, date of execution of the order, number of ordered constructions, invoice numbers, covering orders placed.
6. If the Customer has chosen to have the goods delivered to the construction site, the Customer is obliged to allow the supplier to enter the construction site and to provide a place for the goods to be parked and unloaded. If, in the opinion of the supplier, the conditions on the construction site threaten to immobilize the vehicle, the supplier is entitled to refuse entry to the construction site and to unload at another location agreed with the Customer. In the aforementioned situation, the Customer will not be entitled to any claims, including in particular any claims for damages against AM OKNA. Information on the delivery of construction goods must be given at the time of ordering.
7. The Customer is obliged to provide at his own expense and to his own extent a person to unload the goods. Unloading is not the responsibility of the persons making the delivery.
8. In addition, a person authorised by the Customer to take delivery of the goods in accordance with the contract must be present during collection.
9. If neither the Customer nor the person authorised by the Customer is present at the place of delivery on the agreed delivery date, the Customer shall bear the costs of the unsuccessful delivery, as well as any further attempts to deliver the ordered products to him, in accordance with the new arrangements. The Customer is obliged to provide access and unloading space for a vehicle with a gross vehicle weight of up to 40 tons (this includes entry bans, bridges, blocking of streets in the city centre including notifications and costs). The truck must not be driven on public roads.
10. If the Customer has opted for the personal collection option, he/she is obliged to collect the goods from the plant located at: Międzyrzecka 29, 66-440 Skwierzyna, on the date indicated by AM OKNA, whereby AM OKNA shall endeavour to inform the Customer of the detailed collection date at least 3 days in advance. Due to the nature of the factory, personal collection on Fridays is not possible.
11. Making a personal collection does not release the Customer from the obligation to make a detailed visual inspection of the products to be collected, in accordance with paragraph 2

above.

12. Products prepared following an order placed by the Customer can be issued on various types of racks or stands which remain the property of AM OKNA and which will be collected by the Customer following delivery. The racks are collected at a time convenient to AM OKNA. For b2b Customers, racks, pallets etc. will be collected on a rotational basis for subsequent deliveries.

## **§ 5.**

### **Assembly**

1. The Customer is obliged to be present at the installation in person or by an authorised person. If the Customer, or a person authorised by the Customer, is absent from the date and place of installation as previously agreed between the parties, the installation team will not proceed with the installation.
2. AM OKNA is responsible for the installation teams it appoints and delegates.
3. At the same time, AM OKNA is not responsible for third-party assembly groups engaged for the assembly of ordered products by the Customer or another entity. However, AM OKNA points out that in case of faulty, incorrect installation, the Customer loses warranty rights with respect to these goods.

## **§ 6.**

### **Liability**

1. AM OKNA shall not be liable for damage resulting from non-compliance with the instructions for use and application of the goods, from warnings placed on the products, or from the use of the goods other than for their intended purpose.
2. AM OKNA's liability is limited to actual damage and does not cover so called lost profits.

## **§ 7.**

### **Withdrawal from the contract**

Due to the fact that the products supplied to the Customer by AM OKNA on a contractual basis are manufactured by AM OKNA following a given order, according to the individual specifications specified by the Customer within the order, the Customers - including Consumers - do not have the right to withdraw from the contract. Pursuant to the wording of Article 38(1)(3) of the Consumer Rights Act (Journal of Laws of 2014, item 827), the right of withdrawal from a contract concluded

off-premises or at a distance is not granted to the consumer with regard to contracts in which the subject of performance is a non-refabricated good, manufactured to the consumer's specification or serving to meet the consumer's individualized needs.

## **§ 8.**

### **Complaints**

1. AM OKNA, as a seller, is liable to the Customer for any non-conformity of a product ordered by the Customer with the contract under the terms and conditions of the General Terms and Conditions.
2. Complaints resulting from the non-conformity referred to in paragraph 1 above should be sent to [serwis@amokna.eu](mailto:serwis@amokna.eu), filling in the complaint form via <https://www.amokna.net/complaints-form/> or to the address Międzyrzecka 16 in Skwierzyna. AM OKNA undertakes to consider each complaint within 14 working days, and if this is not possible, to inform the Customer within this period when the complaint will be considered.
3. In the complaint, the Customer should state his/her name, mailing address, photograph, type and description of the non-conformity.
4. After considering the complaint, AM OKNA shall provide the Customer with a response to the complaint in which:
  - a. acknowledges the complaint and indicates the planned date of bringing the object of performance into conformity with the contract;
  - b. Refuses to bring the object of performance into conformity if it is impossible or if it would require AM OKNA to incur excessive costs;
  - c. dismisses the claim because it is unfounded.

## **§ 9.**

### **Dispute resolution**

1. Dispute resolution of any disputes arising between AM OKNA and a Customer having the status of a Consumer shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
2. The consumer has the following examples of out-of-court complaint and redress procedures:
  - a. they are entitled to apply to the permanent amicable consumer court referred to in Article 37 of the Act of 15 December 2000 on Trade Inspection (Journal of Laws of

- 2014, item 148, as amended) to resolve a dispute arising from a contract concluded with AM OKNA.
- b. shall be entitled to apply to the provincial inspector of the Trade Inspection, pursuant to Article 36 of the Act of 15 December 2000 on the Trade Inspection (Journal of Laws of 2014, item 148, as amended), with a request to initiate mediation proceedings for the amicable settlement of a dispute between the Consumer and AM OKNA.
  - c. they may obtain free assistance in resolving the dispute between him or her and AM OKNA, also using the free assistance of a district (city) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers).
3. Detailed information about the consumer's possibility to use out-of-court procedures for handling complaints and pursuing claims, as well as rules of access to these procedures, are available at the offices and websites of powiat (municipal) consumer ombudsmen, social organisations whose statutory tasks include consumer protection, Voivodship Inspectorates of Trade Inspection and the Office of Competition and Consumer Protection.
  4. In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council (EU) of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on ODR in consumer disputes) AM OKNA, as a trader established in the European Union concluding online sales or service contracts, hereby indicates the internet address of the ODR (Online Dispute Resolution) platform for out-of-court dispute resolution:  
<https://ec.europa.eu/consumers/odr>.

## **§ 10.**

### **Amendment of the GTCT**

1. AM OKNA is entitled to amend these GTC in case of:
  - a. a change in the data of AM OKNA (the change may concern one or both companies);
  - b. a change in the scope of AM OKNA's business (the change may apply to one or both companies);
  - c. commencement of new services by AM OKNA (the change can apply to one or both companies), modifications to services already provided or discontinuation of services; technical modifications to the website requiring the GTC to be adjusted

accordingly;

- d. a legal obligation to make changes, including the obligation to adapt the GTC to the current legal status.
2. Customers will be informed of changes to the GTC by publication of the amended version on the AM OKNA website.
3. To contracts concluded before the date of publication of the new GTC on the AM OKNA website, the provisions of the then-current GTC shall apply.

## **§ 11.**

### **Final provisions**

1. In the event of any discrepancy between the contract concluded between AM OKNA and the Customer and the GTC, the contractual provisions shall apply.
2. In case of any discrepancies between the content of the contract and this GTC, the Civil Code shall be applied.
3. The current version of the GTC is effective as of 04.11.2024.