

GENERAL TERMS AND CONDITIONS OF SALES

I. DEFINITIONS

1. **"Seller"** - Cora Lighting Factory Sp. z o.o. with its registered office in Bytom 41-914, ul. Hakuby 18, entered in the Register of Entrepreneurs kept by the District Court Katowice - Wschód in Katowice, 8th Commercial Division of the National Court Register under KRS number: 0001007363, NIP: 6263053741, REGON: 524745941.
2. **"Buyer"** - a business entity, domestic or foreign, operating in various business areas using sales products of Cora Lighting Factory Sp. z o.o. which intends to make or has made a purchase of these products based on a sales quotation accepted by it and a confirmed order or cyclical sales orders.
3. **"GTCS"** - these General Terms and Conditions of Sales of Cora Lighting Factory Sp. z o.o. constituting terms and conditions of contracts within the meaning of Article 384 of the Civil Code which, to the above extent, define and govern the terms and conditions for the conclusion, validity and performance of sales contracts applicable to transactions concluded in the scope of sales products of Cora Lighting Factory Sp. z o.o. available at www.cora.pl.
4. **"GTCW"** - General Terms and Conditions of Warranty of Cora Lighting Factory Sp. z o.o. available at www.cora.pl.

II. GENERAL PROVISIONS

1. The provisions of the GTCS do not apply in the case of consumer sales.
2. These GTCS form an integral part of the Sales Contract concluded between the Seller and the Buyer.
3. The GTCS shall also apply in full to delivery and service contracts performed by the Seller for the Buyer.
4. The Buyer shall be obliged to familiarise itself with the provisions of these GTCS before the final agreement on all material elements of the contract, and at the latest upon signing the contract (if made in writing) or placing the order.
5. The GTCS are freely accessible at www.cora.pl.
6. In cases where the Buyer remains in permanent commercial relations with the Seller, the acceptance of the GTCS by the Buyer for one transaction, if no express reservation is made, shall mean acceptance of the application of the GTCS for all other sales contracts.
7. The GTCS shall become binding once:
 - a. the Buyer places an order;
 - b. the Buyer signs the sales contract;
 - c. the Buyer submits a declaration of acceptance of the Seller's quotation.
8. Any additional or divergent arrangements contained in any document issued by the Buyer shall have no binding force unless accepted by the Seller in writing, otherwise being null and void.
9. Quotations, advertisements and other announcements about the goods from the sales range are for information purposes only and do not constitute an offer within the meaning of the Civil Code.

III. CONTRACT CONCLUSION

1. The Sales Contract shall be understood as:
 - a. an order placed by the Buyer and confirmed by the Seller;
 - b. a quotation created by the Seller and accepted by the Buyer;
 - c. a bilaterally signed sales contract.
2. Orders must be placed by a person authorised to make representations and to incur liabilities for and on behalf of the Buyer.
3. Orders may be placed by the Buyer in writing and by e-mail, sent to the address indicated on the website.
4. The order placed by the Buyer shall be binding from the moment the order is accepted for processing. Confirmation shall be made in writing or by e-mail, otherwise being null and void, within three working days.
5. The absence of a response from the Seller to an order placed by the Buyer cannot be regarded as acceptance of the order for processing.
6. Orders which are placed but not accepted for processing shall not give rise to any financial claims.
7. The provisions of the Sales Contract shall apply in the event of any discrepancies between the content of the Sales Contract and the GTCS.
8. Any changes and proposals made by the Buyer in the order document which differ from those set out in these GTCS must be accepted and confirmed by letter or by e-mail.

IV. DELIVERY AND COLLECTION OF GOODS

1. The subject of the Sales Contract is delivered to the address indicated by the Buyer by means of forwarding and/or courier companies, at the Seller's or the Buyer's request, in accordance with the provisions of the Sales Contract.
2. The costs of transport, unloading, insurance against any risks and/or any other costs associated with the delivery and collection of the goods shall be borne by the Buyer at all times unless otherwise established by separate agreement under the Sales Contract.



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3. The Seller shall not be liable for delay or non-performance of the contract to the extent that this was caused by a force majeure event. Catastrophic phenomena caused by natural forces, e.g. floods, hurricanes, earthquakes, forest fires, are considered to be force majeure manifestations. Acts of public authority and social or political phenomena of catastrophic proportions are also treated as force majeure events.

V. PRICES AND PAYMENT TERMS

1. The sales prices of the goods are net prices. Taxes and other public law liabilities related to the performance of the Sales Contract shall be paid by the Buyer in accordance with applicable law.
2. Payments shall be made within deadlines, in accordance with the provisions of the Sales Contract or order confirmation, exclusively to the account of the Seller and made by the Buyer free of transfer costs and any other charges.
3. The payment date shall be the date on which the Seller's bank account is credited with the amount due.
4. Any delay in payment of the amount due for the goods supplied, as set out in the VAT invoice, shall entitle the Seller to charge statutory interest for each day of delay and to immediately suspend all further deliveries of goods until it has been paid.
5. Any delay in payment for delivered goods authorizes the Seller to initiate the debt collection process for the amount specified in the VAT invoice along with statutory interest unless otherwise established by separate agreement under the Sales Contract. The amount owed to the Seller will be increased by the collection agency with incurred costs arising from administrative and legal actions related to the debt collection process.

VI. WARRANTY

1. The Seller grants a warranty for the sales products, according to the terms and conditions of the GTCW.

VII. FINAL PROVISIONS

1. By accepting these GTCs, the Buyer expresses consent to the processing of personal data it has provided by the Seller or entities acting on commission of the Seller in connection with performance of sales contracts for goods sold by the Seller and for marketing purposes related to the Seller's business activity, including commercial messages and information sent electronically to the e-mail address provided by the Buyer. The Buyer shall be entitled to all rights under the Personal Data Protection Act of 29 August 1997, in particular the right to access own data.
2. The Buyer may not assign its rights under the contract without the consent of the Seller, expressed in writing, otherwise being null and void.
3. Documentation delivered together with the product and/or for the purpose of sales shall not result in assignment of any intellectual property rights vested in the Seller to the Buyer.
4. The other documents forming part of the quotation shall remain the property of the Seller and must be returned, including all copies, upon express request.
5. In the event that the Seller produces technical documentation which has been made available to the Buyer, the Buyer shall duly protect the documentation from unauthorised access by third parties.
6. Any disputes which may arise between the Seller and the Buyer shall be settled by the Common Courts with jurisdiction over the Seller's registered office.
7. The provisions of Polish law, primarily the provisions of the Civil Code Act of 23 April 1964, as amended, shall apply in matters not governed by these GTCs.



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