

**General Terms and Conditions for Contracts with  
Fabryka Wentylatorów Owent sp. z o.o.**

**§ 1**

**Definitions**

The definitions used throughout these General Terms and Conditions for Contracts shall have the meanings assigned thereto in this paragraph.

1. Fabryka Wentylatorów Owent – Fabryka Wentylatorów Owent spółka z ograniczoną odpowiedzialnością with its registered office in Olkusz, al. 1000-lecia 2a, 32-300 Olkusz, registered under 0000317990 with the Commercial Register maintained by the District Court for Cracow-Śródmieście in Cracow;
2. The Contracting Authority – a natural person, a legal person or an entity without legal personality who has the capacity under law to place a purchase order or conclude the Contract with Fabryka Wentylatorów Owent;
3. Parties – Fabryka Wentylatorów and the Contracting Authority;
4. Subject Matter – all goods and services to be delivered under the Contract between the Parties;
5. Contract – each and every contract between Fabryka Wentylatorów Owent and the Contracting Authority, in particular a sale contract, a contract for work, a contract for services and a supply contract;
6. GTC – the General terms and Conditions for Contracts with Fabryka Wentylatorów Owent sp. z o.o.
7. Entrepreneur with Partial Consumer Status – a natural person who signs a Contract directly involving such a person’s business activity where the Contract makes it clear that such activity is not regular, in particular considering the type of business carried on by such a person as disclosed under the Central Business Registration and Inquiry Regulations.

**§ 2**

**General Provisions**

1. The GTC lay down the rules for entering into Contracts with Fabryka Wentylatorów Owent.
2. Unless otherwise expressly agreed between the Parties, the GTC shall constitute an integral part of all Contracts signed and quotes submitted by Fabryka Wentylatorów Owent. To be valid, any provision to the contrary shall be in writing.
3. The valid GTC are available from Fabryka Wentylatorów Owent’s website on [www.owent.pl](http://www.owent.pl)
4. The GTC shall be delivered to the Contracting Authority in writing or by email, in particular together with a quote, an order confirmation, a Contract or an invoice. The GTC shall also be deemed delivered if the Contracting Authority makes reference thereto in any quote, order confirmation, Contract or invoice by stating the URL where the full version of the GTC is available.

5. The GTC shall be deemed approved If the Contracting Authority accepts a quote submitted by Fabryka Wentylatorów Owent or the former places a purchase order with the latter.

### **§ 3**

#### **Conclusion of the Contract**

1. Announcements, advertisements, pricelists, catalogues, brochures, data sheets and other commercial information of Fabryka Wentylatorów Owent shall not be deemed to be a quote under article 66 of the Civil Code, and they are only of informative nature and shall be understood as an invitation to negotiations.
2. Fabryka Wentylatorów Owent's quote shall be a letter, either in writing or in electronic form, addressed to an individual recipient, identified with a date and quote number and specifying the subject matter and its net price. If no expiry date is stated, the quote shall be valid for 14 days of the submission date thereof.
3. The quote may be accepted without any reservations only. If a quote is accepted without any reservations, this shall be tantamount to concluding a Contract between the Parties.
4. If any quote is accepted with a reservation or is in any way amended, it shall be deemed a new quote. In such an event, the Contract shall be concluded as soon as Fabryka Wentylatorów Owent confirms a purchase order. Acceptance of a purchase order may be confirmed either in writing or by e-mail.
5. If the Contracting Authority places a purchase order without first requesting a quote, the Contract shall be concluded if, within five days of receipt thereof, Fabryka Wentylatorów Owent confirms acceptance of the purchase order, either in writing or by e-mail.
6. Fabryka Wentylatorów Owent reserves the right to refuse acceptance of any purchase order without having to state the reason therefor.
7. By accepting a purchase order, Fabryka Wentylatorów Owent reserves the right to supplement any missing data and adjust any parameters so that they meet the relevant fan specifications provided in information materials available from Fabryka Wentylatorów Owent (such as catalogues, brochures and data sheets).
8. If the Contracting Authority is a natural person engaged in a business activity or acts as a member of a partnership, the Contracting Authority is obliged to make a statement whether or not the Contract is to be delivered as part of the pursued business activity and whether or not the Contracting Authority sees the Contract as a regular activity, in particular considering the type of business carried on thereby as disclosed under the Central Business Registration and Inquiry Regulations. Such a statement shall be made prior to signing the Contract.

### **§ 4**

#### **Delivery Periods and Terms of Delivery**

1. The delivery period shall be determined for each Contract separately, depending on its Subject Matter, and specified in a quote, an order confirmation or a written Contract between the Parties.

2. Purchase orders shall be processed once a Contract is concluded between the Parties, including as set forth in § 3 clauses 3, 4 and 5.
3. If the Contracting Authority withdraws from any purchase order, either entirely or in part, after signing a Contract, this shall not affect Fabryka Wentylatorów Owent's claim for being paid the price.
4. The Subject Matter of the Contract shall be delivered as indicated by the Contracting Authority when concluding the Contract, using Fabryka Wentylatorów Owent's means of transport, by a door-to-door service or through personal collection from Fabryka Wentylatorów Owent's warehouse. In particular, the mode of delivery may be specified in a quote.
5. If the Contracting Authority elects to collect the Subject Matter personally, the Contracting Authority shall be obliged to collect the same from Fabryka Wentylatorów Owent's warehouse within seven days of being notified that the purchase order is completed. After the lapse of this period, the storage of the Subject Matter shall be charged at 0.5% of the net price per storage day plus applicable VAT.
6. If the Subject Matter is not collected or the Contracting Authority refuses to collect it, the Contracting Authority shall be obliged to pay the total price and all costs incurred due to late collection of the Subject Matter, including storage costs as set forth in clause 5.
7. Fabryka Wentylatorów Owent's liability for any implied warranty shall be excluded.

## **§ 5**

### **Terms of Payment**

1. The Contracting Authority is obliged to make all payments hereunder within the payment period and using the payment method specified in the VAT invoice.
2. If payment is made by wire transfer, it shall be deemed received on the date on which Fabryka Wentylatorów Owent's bank account is credited.
3. Fabryka Wentylatorów Owent shall charge default interest on any overdue payment at the statutory or commercial rate.

## **§ 6**

### **Title Retention**

1. Until the payment hereunder is paid in full, the Subject Matter of the Contract shall remain the property of Fabryka Wentylatorów Owent.
2. The risk of inadvertent loss, destruction or damage of the Subject Matter hereof shall pass to the Contracting Authority as soon as it is collected or delivered.
3. Should the Contracting Authority fail to accept the Subject Matter hereof on time or refuse to accept delivery thereof, then the risk of loss, destruction or damage thereto shall pass to the Contracting Authority at the time of the scheduled acceptance.
4. Until the payment hereunder is paid in full, the Contracting Authority shall not be entitled to sell, donate or subordinate the Subject Matter hereof to any lien or third party rights for as long as it remains the property of Fabryka Wentylatorów Owent, unless the latter agrees thereto in writing on pain of nullity.

## **§ 7**

### **Improper Performance and Withdrawal**

1. Should the Contracting Authority fail to make any payment under the Contract with Fabryka

Wentylatorów Owent on time, then the latter shall be entitled to suspend execution of any purchase order until all outstanding sums due therefrom are paid in full.

2. Fabryka Wentylatorów Owent is entitled to withdraw herefrom with immediate effect within 30 days of the Contracting Authority's financial difficulties that might result in insolvency coming to Fabryka Wentylatorów Owent's attention.

## **§ 8**

### **Additional Services**

1. Fabryka Wentylatorów Owent allows for the possibility of providing additional services against a fee to be agreed between the Parties.
2. Such additional services shall include but not be limited to:
  - a) post-warranty support;
  - b) fan overhaul;
  - c) technical assessment of fans;
  - d) measurement of vibrations, noise and temperature;
  - e) technical consultancy;
  - f) fan installation;
  - g) product delivery.

## **§ 9**

### **Ordering a Fan Without Motor**

1. Terms and conditions for ordering a fan with direct or clutch drive where the motor required for the installation is to be provided by the Contracting Authority:
  - a) The Contracting Authority shall deliver Fabryka Wentylatorów Owent a motor that is free of any defect whatsoever at the Contracting Party's cost and risk within a maximum of seven calendar days prior to the scheduled delivery date of the purchase order, unless another date is agreed upon between the Parties. Failure to deliver the motor on time may cause a postponement of the delivery date of the purchase order, which shall be notified by Fabryka Wentylatorów Owent to the Contracting Authority within three days of the lapse of the date by which the motor should have been delivered by the Contracting Authority.
  - b) Should the motor delivered by the Contracting Authority turn out to be defective, then Fabryka Wentylatorów Owent shall be entitled to charge the Contracting Authority the cost of any additional work, such as installation/dismantling and test runs of the defective motor, in accordance with Fabryka Wentylatorów Owent's valid pricelist.

- c) Statutory and implied product warranty given by Fabryka Wentylatorów Owent shall not extend to the motor delivered by the Contracting Authority.
2. Terms and conditions for ordering a fan with direct or clutch drive where the motor and its installation are not included in the scope of the purchase order:
  - a) Fabryka Wentylatorów Owent shall provide the Contracting Authority with the fan in parts so that it could be assembled by the Contracting Authority in accordance with the supplied instructions.
  - b) Fabryka Wentylatorów Owent shall not be held liable for the correct alignment and installation as well as the operational reliability of the fan.
  - c) The warranty given by Fabryka Wentylatorów Owent for the fan shall only cover parts delivered as fan components.

## **§ 10**

### **Final Provisions**

1. Fabryka Wentylatorów Owent offers fans to be installed in ventilation systems as set forth in the Regulation of the Minister of Economy of 21 October 2008 on the essential requirements for machinery (Journal of Laws 2008.199.1228, as amended), and provides a declaration of conformity therefor.
2. Contracts between the Parties shall be governed by Polish law.
3. All and any disputes related to the performance hereunder shall be resolved by a Common Court with jurisdiction over Fabryka Wentylatorów Owent's registered office.
4. Should any of the provisions of these GTC be found to be, either entirely or partially, invalid, ineffective or non-binding, then this shall not affect the validity, effectiveness or the parties being bound hereby. Any invalid, ineffective or non-binding provision shall be replaced by an appropriate statutory provision.
5. The Contracting Authority permits Fabryka Wentylatorów Owent to include on the website [www.owent.pl](http://www.owent.pl), in social media and in Owent's advertisements any of the credentials received thereby from the Contracting Authority.
6. The relevant provisions of the Civil Code shall apply to any matter not provided for in the Contract between the Parties and these GTC.
7. The provisions of these GTC exclude the applicability of the Contracting Authority's GTC for Contracts or services.

## **§ 11**

### **Entrepreneurs with Partial Consumer Status**

1. If the Contracting Authority is an Entrepreneur with Partial Consumer Status who concludes a Contract with Fabryka Wentylatorów Owent at a distance or outside the company's site, the Contracting Authority shall be entitled to withdraw from the Contract within 14 days, without having to state the reason therefor. To exercise its right to withdraw from the Contract, the Contracting Authority shall inform Fabryka Wentylatorów Owent about its decision to withdraw by sending its unequivocal statement to this extent e.g. by post to Fabryka Wentylatorów Owent's address or by e-mail to: [sprzedaz@owent.pl](mailto:sprzedaz@owent.pl), [owent@owent.pl](mailto:owent@owent.pl).

2. The right to withdraw provided for in § 11 clause 1 shall not apply for:
  - Contracts for the provision of services if Fabryka Wentylatorów Owent has provided a service in full;
  - Contracts the Subject Matter of which is not prefabricated or is rather made as specified by the Contracting Authority or to meet any individual needs of the latter;
  - other situations not stipulated by law.