



General Terms and Conditions of Sale of Progress Eco S.A. in Dobrów

I. Postanowienia ogólne.

1. These General Terms and Conditions of Sale (hereafter GTCS) define the rules of concluding with entrepreneurs contracts of sale of goods and services offered by Progress ECO S.A. based in Dobrów (address: Dobrów 7, 28-142 Tuczępy), hereafter the Seller.
2. These GTCS apply to contracts of sale of goods and services, concluded by the Seller with entrepreneurs, and constitute an integral part of contracts. These GTCS do not apply to agreements concluded with consumers.
3. The Seller makes these GTCS available on their website at www.progress-screens.pl and www.progressarch.com. On the Buyer's request, the Seller shall deliver the GTCS in the form of a PDF file sent to the email address indicated by the Buyer.
4. If the Buyer is in regular business with the Seller, the Buyer's acceptance of these GTCS upon the first purchase order shall be deemed as an acceptance of these GTCS for all other purchase orders and contracts of sale, until an amendment or cancellation of these terms.
5. The Parties may invalidate the GTCS in regard to all or certain provisions, as well as change some provisions of these terms, in the form of a written agreement otherwise null and void. Any change of the GTCS or separate arrangements shall apply to the given business transaction only.
6. In the event of any contradictions, the provisions of the written contract concluded with the Buyer shall have priority before these GTCS.
7. Matters not regulated, or not fully regulated, in these GTCS shall be subject to the provisions of the Polish law, in particular the Civil Code.

II. Purchase Orders

1. A contract of sale is concluded based on the Seller's offer and the purchase order placed by the Buyer in accordance with the offer, or based on the Buyer's purchase order and confirmation of the purchase order by the Seller, sent in writing or via fax or email. No response from the Seller to the Buyer's purchase order or inquiry shall be deemed as the Seller's rejection of the purchase order or inquiry.
2. The Buyer shall be required to become acquainted with the technical data for the product before ordering.
3. Purchase orders shall be placed to the following address:
Progress ECO S.A.
Dobrów 7, 28 -142 Tuczępy
Fax: +48 15 864 62 78 , e-mail: office@progress-screens.pl
Purchase orders may also be placed electronically, addressed to a member of the commercial department or the customer service department, responsible for cooperation with the given Buyer.
4. A purchase order should include, at least: date of the purchase order, the Buyer's name, address and TIN, reference to the Seller's offer or, if the purchase order is placed on the basis of a price list, the product selection along with the product code, dimensions, quantity, colour, other parameters and value of individual elements of the purchase order, the delivery address - if the Buyer is ordering transport arranged by the Seller, as well as contact telephone number and email.
5. The purchase order is accepted for execution upon the Seller's confirmation of the specification of products, the price, and the delivery date.
6. The purchase order confirmation shall be sent to the Buyer within 4 business days from the receipt of the complete purchase order for the products on the price list or, in case of non-price list products, within a period essential to determine the purchase order lead time, not exceeding 10 days from placing the purchase order.
7. The purchase order execution date, presented in the purchase order confirmation, is indicative.
8. Dates and methods of execution of purchase orders placed by entities located outside of Poland are agreed on individual basis. In such case, the Buyer shall be required to provide the Seller with all data essential to prepare foreign trading documentation, including customs documentation, failing which the Seller shall not be responsible for any penalties, differences in custom duty rates, additional fees or any other consequences resulting from erroneous or incomplete documentation.

III. Payments

1. Unless different payment terms were agreed in writing, the Buyer shall be required to make an advance payment of 100% of the purchase price within 2 business days from the Seller's confirmation of purchase order.
2. Payment for invoices issued by the Seller is made without any deductions or offsetting the Buyer's claims, unless the Seller agrees to such deduction or offset in writing - otherwise null and void.
3. The date of payment shall be the date of crediting the Seller's account with the funds.
4. In the event of the Buyer's delay in any payment towards the Seller, the Seller shall be entitled to:
 - a. suspend the deliveries of any goods or execute future deliveries on terms deemed reasonable by the Seller;
 - b. if the delay in payment exceeds 14 days, the Seller shall be entitled, upon previously calling the Buyer to make the payment within 7 days, to terminate all contracts with the Buyer with immediate effect;
 - c. charge the Buyer with interest for delay, applicable for commercial transactions;
 - d. demand redressing any damage cause by the delay in payment, in particular to compensate any and all costs of debt collection, calls for payment, and discounting, in particular the costs of engaging a debt collection/legal company.The Buyer shall not be entitled to any claims towards the Seller for redressing damages occurring as a result of the Seller exercising the above-mentioned remedies.
5. If there is basis to reasonably suspect that the Buyer will not meet their payment obligations, then the Buyer shall be required, on the Seller's request, to provide defined guarantees or payment securities before the release of goods and regardless of any previously agreed payment date. A refusal to provide a guarantee or payment securities shall constitute the basis for the Seller to withhold the execution of the purchase order on the Buyer's risk and cost, which the Buyer hereby accepts.
6. The Buyer raising any reservations, comments or complaints, as well as their verification, shall not suspend the running of the payment term or release the Buyer from the obligation of timely payment for the products.
7. The Buyer may terminate or cancel, in whole or in part, the placed purchase order within 3 days from the date of acceptance of the purchase order, in writing or by e-mail or fax. In such event, the Seller may charge the Buyer with a contractual penalty in the amount of:
 - a. 20% of the gross value of the non-executed purchase order for standard products;
 - b. 40% of the gross value of the non-executed purchase order for non-standard products.

In the event of the Buyer's termination or cancellation of the purchase order, in whole or in part, after 3 days from purchase order acceptance, the Seller may charge the Buyer with a contractual penalty in the amount of:

- a. 50% of the gross value of the non-executed purchase order for standard products;
- b. 100% of the gross value of the non-executed purchase order for non-standard products.

The Seller shall also be entitled to charge the Buyer with a compensation for costs connected with the execution of the cancelled purchase order, incurred due to events occurring until the date of receipt by the Seller of the statement of termination or cancellation of the purchase order (including costs connected with terminating contracts with subcontractors or suppliers), if the amount of the contractual penalty does not cover such costs.

Any prepayments made by the Buyer shall be counted towards contractual penalties and compensation.

8. In the event of the Buyer's delay with collection of products, in whole or in part, the Seller shall be entitled to charge the Buyer with the storage fee in the amount of 1% of the gross value of the products for each commenced day of storage.

IV. Prices

1. Prices presented in offers shall be binding during the period stated in the offer. If no such period is stated, it is deemed that the prices are valid for 3 days from the date of offer submission.
2. The price-list and promotional/advertising materials do not constitute an offer within the meaning of the Civil Code and other laws, and do not constitute technical specification.

V. Transfer of risk; delivery; dispatch

1. Unless otherwise agreed in the contract, product risk shall be transferred to the Buyer at the Seller's plant, upon making the products available to the Buyer; in case Incoterms are applied (as defined in the purchase order confirmation, offer, or contract), the risk shall be transferred to the Buyer based on rules defined in agreed Incoterms.
2. If the products are to be collected by the Buyer from the Seller's warehouse and the Buyer is late with collecting the products, then the risk of product damage or loss is transferred to the Buyer on the date, on which the Buyer was supposed to collect the products from the Seller's warehouse. In such event, the Seller may, in accordance with their warehousing capacity, place the Products in a warehouse at the Buyer's cost and risk, issue an invoice to the Buyer for the Products as if delivered, and charge the Buyer with the storage fee referred to in section III.8 GTCS.
3. The selection of the carrier and the form of delivery lies with the Buyer, who should include this data in the purchase order. No information about the selected carrier shall be deemed as ordering the products to be dispatched via the Seller's carrier.
4. The delivery shall be deemed executed:
 - 1) in case of the Seller carrying out the transport – once the Products are delivered to the delivery place, before the commencement of unloading;
 - 2) in other cases - once the Products are uploaded onto the means of transport at the Seller's plant.
5. In the event of a change of the delivery place by the Buyer after the uploading is complete, if such change is feasible, the Buyer shall be required to pay all costs connected with such change.
6. Unless the Parties expressly agreed otherwise, the delivery of the products shall be executed at the Buyer's cost. The Buyer shall be required to provide the Seller, in advance and allowing the Seller to undertake any essential preparations for dispatch, with any and all essential information including: a) instructions concerning marking and dispatch; b) an import permit; c) documents required to obtain necessary permits from state authorities as well as any other documentation needed to dispatch the Products. The Seller shall not be responsible for any delays in the dispatch due to waiting for any missing documentation from the Buyer.
7. The Buyer shall ensure essential measures allowing efficient and safe unloading from the means of transport. If unloading is impossible due to a lack of suitable unloading conditions on the part of the Buyer, or unloading is delayed for reasons attributable to the Buyer, the Seller shall maintain the right to issue a VAT invoice for the delivered products and to charge the Buyer with costs connected with delaying or preventing the unloading.
8. The Seller shall not be liable for a failure to deliver the Products if the Buyer did not provide information, or provided unsuitable information regarding the place of delivery, the delivery date, or has not provided relevant instructions or documents.
9. Information concerning the delivery date and time are indicative. A delivery delay shall not entitle the Buyer to cancel the purchase order or claim damages for any losses incurred due to such delay.
10. Unless the Parties agreed otherwise, the Seller shall be entitled to perform partial deliveries and issue invoices after each partial delivery.
11. The Seller shall be required to issue the products only - excluding assembly installation, service maintenance, supervision, software etc., unless the Parties agreed otherwise in writing.
12. In the event when the Seller arranges transport, the Seller shall not be liable for any breakage, losses, damages, deviations, delays or withholding Products, or incomplete delivery if the Buyer failed to raise such reservations upon accepting the delivery and include relevant annotations on the delivery note or other delivery document confirmed by the driver, and failed to provide the Seller and the carrier with a written complaint within 48 hours from the receipt of the Products.
13. In the event when the Buyer collects the Products from the Seller's warehouse, the Seller shall not be responsible for any breakage, losses, damages, deviations or incomplete delivery if the Buyer failed to report any such reservations upon collection and failed to make relevant annotations on the products release document.
14. The Seller shall be entitled to use transport returnable packaging materials, which are payable, and their price is added to the value of the purchase order (e.g. pallets, frames, crates etc.). If the Buyer returns such returnable packaging to the Seller's production plant (at the Buyer's own cost and risk) in good condition and within 30 days from the delivery date, then the Seller shall reimburse the Buyer with the costs of such materials within 14 days from receipt. The date of returning materials must be previously agreed by telephone with the Seller's customer service.

VI. Information materials concerning the products

1. All technical information concerning the products, as per catalogues, prospectuses and other advertising materials presented by the Seller, are indicative and apply only in the scope, in which they are approved in the contract or in the purchase order confirmation.
2. All technical advice from the Seller, whether oral, written or in the form of conducted test runs, are provided in good faith but without any guarantees on the part of the Seller. The Buyer shall exclusively incur the risk of relying on such advice. The Seller's liability for any damages occurring as a result of the Buyer applying such advice is hereby excluded.
3. The Seller shall be required to deliver the products in accordance with the Buyer's purchase order and shall not be responsible for any further use of the products. The Seller's advice shall not release the Buyer from the obligation to inspect the products delivered by the Seller in terms of their suitability for the foreseen application. The Buyer shall use and process the Products exclusively at his own risk.
4. The Seller is selling the Product in accordance with norms and standards applicable at the Seller's production plant.

VII. Termination of the contract with immediate effect

1. The Seller shall be entitled to terminate the contract with the Buyer with immediate effect for the following reasons attributable to the Buyer:
 - a. in the event of any doubts as to the Buyer's solvency, which doubts did not exist until the contract has been concluded, and if in spite of the Seller's request the Buyer fails to pay the advance before the performance of the contract or present another security accepted by the Seller within the deadline set by the Seller subject to termination of the contract with immediate effect;
 - b. in the event of the Buyer's delay of any payment exceeding 14 days, following a previous unsuccessful call for payment addressed to the Buyer stating a payment deadline of 7 days;
 - c. The Seller cannot obtain or maintain a satisfactory insurance of claims towards the Buyer.
2. In the event of terminating the contract with immediate effect:
 - a. all liabilities of the Buyer towards the Seller under the contract shall become immediately payable;
 - b. The Seller shall be entitled to: 1) Seek from the Buyer the payment of remuneration for the completed part of the contract as well as reimbursement of all of the Seller's costs and expenses incurred to perform the contract until the termination of the contract with immediate effect; or 2) charge the Buyer with a contractual penalty in the amount of 10% of the contract value, and seek from the Buyer compensation for the damage exceeding the value of the contractual penalty, based on general principles.
3. In the event of filing a bankruptcy petition or rejecting a bankruptcy petition due to a lack of funds to conduct the bankruptcy proceedings concerning one of the Parties, the other Party shall be entitled to terminate the contract with immediate effect.
4. A termination of the contract with immediate effect is carried out by way of submitting a written statement to the other Party's address.

VIII. Product compliance, scope of liability

1. The Seller hereby guarantees that the Products are consistent with the specification provided in the offer or in the contract. The Buyer acknowledges that the requirement of compliance with the specification shall be deemed fulfilled if the Products are consistent with the specification upon the delivery.
2. If a quality warranty was granted, the rules of application are defined in the General Terms and Conditions of Warranty, available on the Seller's website.
3. The Buyer cannot refuse unloading purchased products or placing a signature on the document confirming the receipt of the products, even if he raises reservations concerning the quality or the manner of delivery.
4. The Buyer shall be required to inspect the compliance of the received Product against information provided in the contract or in the purchase order confirmation. If the Buyer does not submit any written reservations within 2 business days from the receipt of the products but before the commencement of processing, the Products shall be deemed accepted by the Buyer. After the expiry of this deadline, the liability for defects detectable during normal inspection, pursuant to any legal basis, shall be excluded.
5. The Seller shall not accept any reservations concerning defects, shortages or non-compliance if they could have been detected during normal inspection, and such inspection had not been carried out.
6. If the products have been processed, the Seller's liability for defects shall expire.
7. In any circumstances, the Buyer (a) shall be required to strive for eliminating any losses, and (b) shall not be entitled to withhold due payments for invoices.
8. A condition of accepting returned products shall be the Seller's written consent, based on which the products are returned to the warehouse. A condition of accepting the products shall be their identifiability, a lack of damages other than claimed defects, and securing the products in such manner so that unloading can be carried out in accordance with occupational health and safety rules.
9. The Seller shall not be liable for products described as substandard (e.g. second sort) at the moment of sale.
10. The Seller shall not be liable for the Buyer's lost profits, expenses for processing the products, loss of production, loss of income and/or other losses or consequential or special damages suffered, directly or indirectly, by the Buyer or third parties. The Seller shall be liable only for damages resulting from the Seller's gross negligence or wilful act, on the condition of this being proven by the Buyer; whereas the total amount of compensation claimed from the Seller under all titles cannot exceed 100% of the value of the defective product as defined on invoices, less amortization of 7% per annum.
11. The above reservation is without prejudice to other provisions of the GTCS, which exclude the Seller's liability for damages.

IX. Liability under statutory warranty

1. The Seller's liability under statutory warranty for defects in products towards a Buyer being an entrepreneur shall be excluded, unless the Parties expressly agree otherwise in a statutory warranty agreement. If a warranty is granted, the provisions of chapter XI of these GTCS shall apply; however in regard to a natural person concluding a contract directly related with his/her business activity and if the contract indicates that it does not have a business nature, which results from the subject of business activity carried out by that person - pursuant to the provisions of the Polish Central Record on Business Activity (CEIDG) – the applicable provisions of the Civil Code on the terms of a statutory warranty for this type of transactions shall have priority.
2. All complaints under the statutory warranty should be submitted in writing to the following address:
Progress ECO S.A.
Dobrow 7, 28 -142 Tuczepey
Fax: +48 15 864 62 78, e-mail: office@progress-screens.pl

3. Complaints may also be placed electronically, addressed to a member of the commercial department or the customer service department, responsible for cooperation with the given Buyer.
4. The complaint should include: the delivery date, the number and date of the invoice, product name, quantity of claimed product units, reason for the complaint, a proposal of resolution, indicating the place of possible inspection of products and, if the complaint concerns differences in the quantity of delivered products - the unloading protocol prepared in the presence of the carrier, and the photograph of the defect (if possible).
5. The Buyer shall be required to carry out a quantitative and visual verification of visible damages or inconsistencies directly during the receipt of the delivery, in the driver's presence, document any inconsistencies on the delivery note or another delivery document confirmed by the driver, and provide the Seller and the carrier with a written complaint within 48 hours from the receipt of the Products.
6. In the event hidden defects, the Buyer shall be required to report them to the Seller within 7 days from detection.
7. Submission of a complaint shall not entitle to Buyer to withhold the payment for the Product.
8. After analysing the grounds for the complaint, the Seller shall inform the Buyer about accepting or rejecting the complaint, within 60 days from the receipt of the complaint.
9. If the complaint is accepted, the Seller shall replace the product with a product free of defects, or remove the defect. Replacement with a product free of defects shall take place immediately, if products are on stock. If the product is not on stock, the replacement shall take place within a technically possible deadline agreed by the Parties, no later than 3 months from the acceptance of the complaint. If the Buyer accepts the product in spite of detecting a defect, he may claim a relevant price reduction. If the product cannot be replaced, the Seller may return the price for the product, less amortization of 7% per annum.
10. If the product is replaced to a new product under the warranty, the warranty period shall not be extended not shall it run again.
11. The Seller shall not liable for warranty claims in the following cases:
 - a. mechanical damage to the product;
 - b. damages resulting from vandalism or force majeure;
 - c. damages resulting from the product's contact with aggressive factors or chemical substances;
 - d. natural wear and tear as a result of a normal operation of the product;
 - e. the so-called white corrosion;
 - f. products, which have been improperly transported, stored or assembled (assembly and disassembly) or maintained, including the use of spare parts from sources other than the Seller;
 - g. products used against their intended use or technical attributes;
 - h. products modified without the Seller's consent (in particular, the Seller shall not be liable for damages and risks resulting from using modified products);
 - i. products, which were improperly operated due to a lack of periodical inspections and maintenance;
 - j. parts that require replacement due to normal tear and wear (assembling accessories, screws, nuts etc.);
 - k. products made according to technical drawings submitted by the Buyer, if the defect occurred as a result of maintaining compliance with the Buyer's drawing;
 - l. designs and samples delivered to the Buyer to present the product;
 - m. products delivered to the Buyer free of charge;
 - n. products defined and substandard at the moment of sale.
12. In the event of submission of an unjustified complaint, the Seller may charge the Buyer with related costs of service travel and the costs of conducted tests.
13. Warranty claims and any other claims for damages shall be limited to the sale value of the defective product, specified on the receipt/invoice issued to the first buyer, less amortization of 7% per annum.

X. Liability for non-performance or improper performance of the contract.

1. Unless the Parties agree otherwise in the contract, the contractual penalty for non-performance, default in performance or improper performance shall be payable as follows:
 - a) in the event of the Seller's non-performance for reasons attributable to the Seller, the Buyer shall be entitled to claim a contractual penalty of 5% of the value of the non-performed contract; whereas in case of the Seller's incomplete performance, the Buyer shall be entitled to claim a contractual penalty of 5% of the value of the non-performed part of the contract;
 - b) in the event of the Seller's documented default in the performance of the contract, the Buyer shall be entitled to claim a contractual penalty of 0.1% of the value of the purchase order for each full week of default, however no more in total than 5% of the value of that part of the contract, which has become redundant due to untimely execution;
 - c) in the event of the Seller's documented improper performance for reasons attributable to the Seller, the Buyer shall be entitled to claim a contractual penalty of 0.1% for each full week of default, however no more in total than 5% of the value of the improperly performed part of the contract;
2. The total amount of contractual penalties claimed by the Buyer under paragraph 1 cannot exceed 5% of the value of the contract.
3. Any further claims of the Buyer due to non-performance, a default in performance or improper performance of the contract, above the amount of contractual penalties defined in paragraph 1, is hereby excluded.
4. The Buyer's claims due to the Seller's non-performance of the contract in whole or in part, for reasons attributable to the Buyer, is hereby excluded.

XI. Force majeure

1. The Seller shall not be liable for any delays in production, dispatch and delivery of products, other non-performance or improper performance of obligations under the contract, in whole or in part, which are due to force majeure defined as unforeseeable events, which occur regardless of the Parties' will and which cannot be prevent by a party exercising due diligence, and which prevent, in whole or in part, the performance of contractual obligations, such as: war, a state of emergency, a strike or other labour conflict, weather anomalies, or other random event, which prevent the performance of obligations, including laws or activities or state authorities and agencies, epidemic threat, epidemic risk earthquake. Force majeure shall not cover a lack of labour, materials or raw materials, or means of transport, unless caused by force majeure.



2. In such event, the Seller shall be entitled to a justified extension of the deadline to perform his obligations, and to divide production capacity between Customers in a manner he deems appropriate.
3. The above provision shall apply to the Buyer, accordingly.

XII. Industrial property right and copyright

1. In case of products manufactured by the Seller based on construction data, drawings, models or other technical parameters provided by the Buyer, the Buyer hereby releases the Seller from liability and incurs liability for any violations of intellectual property rights, including in regard to claims in court, and shall cover any damages incurred by the Seller.
2. Plans, drafts, any technical documentation, catalogues, prospectuses, designs, images etc. performed by Seller shall constitute the property of the Seller and be subject to protection under the applicable laws on copyright, industrial property right and other laws.

XIII. Final provisions

1. Legal transactions with the Buyer shall be subject to the Polish law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is hereby excluded.
2. Unless the Parties expressly agreed otherwise, these GTCS shall prevail over any templates or general terms claimed by the Buyer. If purchasing terms claimed by the Buyer include provisions inconsistent with these GRCS, then such terms shall be ineffective and these GTCS shall apply.
3. The place of execution of all obligations regulated herein shall be the Seller's seat.
4. By placing the purchase order, the Buyer consents for the Seller to process the personal data provided by the Buyer to execute the purchase order and for marketing purposes connected with the Seller's activity. Details on personal data protection are provided on the Seller's website at (www.progress-screens.com) in the Privacy Policy tab. The Buyer is required to become acquainted with these details and make them available to any persons, whose data the Buyer has made available to the Seller.
5. The Seller and the Buyer shall strive for amicable resolution of any disputes resulting from the performance of contracts covered by these GTCS. If amicable solution through negotiations is not possible, any disputes, which result directly or indirectly from these regulations, shall be settled by the relevant court in Kielce. The Seller hereby reserves the right to additionally file a suit to the court having jurisdiction over the seat of the Buyer.
6. Any assignment of rights under the contract or placed purchase order to the benefit of third parties shall not be allowed without the Seller's written consent, otherwise null and void.
7. In the event of an invalidity of certain provisions of the GTCS due to application of contradicting statutory laws, these relevant laws shall be applied in this scope whereas other provisions of the GTCS shall remain valid.
8. The language of these GTCS shall be Polish. The Seller may translate these GTCS to English or other foreign language. In the event of any discrepancies between the Polish and English version or a translation of GTCS to another language, the Polish version shall prevail for interpretation purposes and shall be binding.
9. These General Terms and Conditions of Sale shall be effective as of 14.12.2021r.