

§ 1. Definitions

Goods – all goods and products manufactured, assembled, delivered and sold by the Seller

Seller – Jakub Gawriłow JG Gastro, ul. Krakowska 18, 32-040 Świątniki Górne, NIP 6792804615, REGON 120408691

Client – any business entity ordering the Goods as part of its business activity

Order – declaration of will to purchase the Goods submitted in writing, by fax or e-mail, submitted by the Client or an entity authorised by the Client

Parties – Seller and Client

§ 2. General provisions

- 1 General Terms and Conditions of Contracts of JG Gastro (hereinafter referred to as "T&C"), unless the parties agree otherwise in a separate agreement, apply to all Orders placed by the Client – first order and all subsequent ones, without the need for approval T&C each time, and define the rules for concluding and terms of sale, delivery and performance contracts for all Goods.
- 2 By placing an order, the Client accepts all the provisions of the T&C
- 3 The T&C are provided to the Client when placing the Order

§ 3. Prices

- 1 The price of the Goods is agreed between the Parties while placing the Order
- 2 Orders for products whose price is expressed in EURO are invoiced in EURO or PLN at the average EURO exchange rate published by the National Bank of Poland according to table A of the day preceding the date of issuing the VAT invoice by the Seller.
- 3 Good sold outside of European Union sold at NET price. In European Union good are sold at NET price with active VIES.

§ 4. Conclusion of a contract and due date

- 1 The condition for concluding the contract is the submission of the Order by the Client and its confirmation by the Seller.
- 2 The date of placing the Order is counted from the date of receipt of the advance payment on the Seller's bank account or in cash.
- 3 The dimensions, descriptions and arrangements resulting from the final Order are binding on the Seller. Any subsequent requests of the Client made in a form other than in the Order, e.g. by phone or e-mail, shall not be binding on the Seller and failure to take them into account shall not constitute grounds for a complaint.
- 4 Any changes to the order introduced after it has been agreed may result in postponing the due date.

§ 5. Delivery and receipt of Goods

- 1 In the case of shipping the Goods to the customer, the Seller is responsible for the shipment, including damage to it, until it is collected by the Client. In the case of shipping the Goods to the entrepreneur, the Seller is responsible for the Goods until they are released from the warehouse in accordance with Art. 548.
§ 1 Upon the release of the sold item, the benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods pass to the Client. The Client should carefully check the entire Goods for any damage or shortages upon receipt. The lack of visible damage on the packaging does not mean that the Goods cannot be damaged. Complaints with the carrier should be submitted in accordance with the carrier's procedures and only once for one delivery.
- 2 In the case of an order with assembly, the responsibility for the Goods, including the risk of accidental loss or damage to the Goods, passes to the Client upon delivery of the Goods to the assembly place.
- 3 The Client is obliged to collect the ordered Goods within 30 days from informing him about the possibility of collection. After 30 days, the seller may exercise the right to charge storage costs amounting to 1% of the price of the Goods for each day.
- 4 In the event that the Seller makes the Goods contrary to the arrangements or flagrantly differs in quality from the other elements, the Seller will improve the Goods in accordance with the guidelines agreed with the Client, or he reduce its price.

- 5 If the Client request to withdraw from the contract, he will be refunded an advance payment in the amount of:
- 80% if the Seller does not start the order. This amount covers pre-contract costs such as travel, projects and time spent.
 - Reduced by the value of the purchased goods, provided that the Seller proceeded with the order.

The Seller informs that in the event that the Goods are manufactured on a special order including the Client's personalisation, he may require the Client to collect the goods and pay for it.

§ 6. Assembly

- 1 The Client is obliged to prepare the place for assembly. This means that the places where the assembly will take place should be clean. There should not be boxes, cartons, scaffolding etc. in the places where the assembly will take place. The Seller is not obliged to wash and clean the place before installation, restore it to a condition that allows for installation and clean or move elements that are not included in its delivery. This means that, in extreme cases, the Seller may refuse to start the installation until the place is properly prepared, or charge additional costs related to the preparation of the places for proper installation, which the Client accepts.
- 2 If the Order includes the installation of the Goods, the Client shall provide and prepare ventilation, water and sewage, electric and gas connections equipped with end elements such as taps, sockets, pipes, etc. in accordance with the Seller's requirements in a condition that allows the Goods to be installed entirely.
- 3 The Seller is not obliged to assemble the Goods in stages and, depending on the situation, has the right to charge additional costs related to the need for further arrivals.
- 4 If it is necessary to adapt the installation to assemble the Goods - all additional costs, such as installing taps or adjusting electrical points, are charged to the Client.
- 5 If full assembly is not possible within the mutually agreed period, the Seller has the right to postpone the due date.
- 6 In the event that the space has not been properly prepared for assembly, which makes it necessary to make modifications to the Goods, the Seller has the right to charge the Client with the costs of their implementation, including operational costs such as transport, etc. The Seller also has the right to postpone the execution of the order by the time necessary to make modifications.
- 7 The Seller may not charge the fees listed in points 3, 5 which depends on the number of additional works, additional dates and additional arrivals that he had to incur in relation to the original assumption.
- 8 The Seller is not obliged to perform free repairs or corrections of the Goods in a situation where the Goods lose their properties due to the interference of the Client or a third party, in particular in a situation where, after installation, the Client makes further modifications not agreed with the Seller. The situation also applies to the case when the device or piece of furniture previously connected (e.g. to water), due to disassembly or its displacement, will e.g. leak.
- 9 The Client shall, within 7 days from the date of completion of the assembly of the Goods, submit any reservations and comments regarding the properties of the Goods (including in particular its dimensions, method of assembly, appearance, functionality) under pain of losing their appointment and recognising that the Client has received the Goods without reservations.
- 10 The Seller takes into account the situation in which the Client will install the equipment parts by himself or through third parties. This situation may take place, for example, when some of the connections are not ready on the day of the agreed assembly and the device or piece of furniture can be installed only after the connections are made. In this situation, the Seller may reduce the installation costs by the costs incurred by the Client. The Client does not lose the warranty in connection with the independent installation agreed with the Seller.

§ 7. Goods

- 1 During the execution of the order, the Seller has the right to change the dimensions of the Goods in relation to the dimensions presented in the offer, if these deviations do not affect the use of the Goods in accordance with its intended use. It is necessary in situations when, for example, it turns out that the wall in the Client's space is longer or shorter in relation to the project and the dimensions of the Goods should be changed so that the furniture and devices fit (not too short or too long). The Seller is not obliged to inform the Client about changes of a few centimetres that do not change the functionality of the Goods.
- 2 The drawings of the Goods provided by the Seller are illustrative, and therefore the Seller does not guarantee that the manufactured Goods will have the same appearance as in the drawings. This is due to the fact that the Seller makes drawings for the purposes of presenting them to the Client, and the manufacturer, for technical reasons, may make them in a slightly different way, but with the most important features such as dimensions and functionality.
- 3 In the case of non-standard elements, i.e. those that have not been made by the Seller so far, or when the Client introduces changes to the existing elements, the Contractor is not obliged to inform what elements (sheet thicknesses, profiles, etc.) will be used, and how they will be combined. The Seller makes the above-mentioned elements in accordance with its technology and practice, analogically to similar elements made earlier, and selects them in such a way that they are properly made.

- 4 The Client acknowledges that the Goods such as furniture, hoods, etc. may have delicate scratches and traces of processing related to the technology of stainless steel furniture production. Above. scratches and traces of processing (grinding, bending, welding) are not the basis for filing a complaint.
- 5 The Client acknowledges that he buys the equipment along with the packaging, and thus the Seller is not obliged to take packaging such as pallets, cartons, films, etc. from the place of assembly, unless otherwise agreed.

§ 8. Terms of payment

- 1 Products of mobile gastronomy are sold on the basis of 50% advanced payment, remaining 50% payable before picking up the goods. Unless Seller decides otherwise.
- 2 The payment term specified in the VAT invoice is counted from the date of delivery of the invoice to the Client.
- 3 In the event of late payment of the invoice, the Seller has the right to charge late interest at the current maximum interest rate.
- 4 The date of payment shall be the date when the funds are credited to the Seller's bank account or the date the cash is paid to the Seller.
- 5 The Client's reporting of any reservations, comments or complaints and their consideration shall not suspend the payment deadline.
- 6 The Seller taking into account the complaint of a given Product in the form of a price reduction which does not reduce the price of the entire Order. For example, a price reduction of 10% as a result of accepting a complaint applies only to the advertised Goods, not the entire Order

§ 9. Statutory warranty and warranty - complaint conditions

- 1 The parties exclude the Seller's liability under the statutory warranty for physical defects of the Goods and declare that the contract was concluded between entrepreneurs as part of their business activities.
- 2 The Goods are covered by the Manufacturer's warranty for the period and under the conditions specified in the Warranty Conditions in Poland.
- 3 Outside of Poland, during the warranty period, the Seller will provide the Client with spare parts free of charge, unless they decide otherwise.
- 4 The Seller is not responsible for defects and faults arising in connection with improper use of devices or other goods by the Client.
- 5 Any defects revealed during the warranty period will generally be removed as soon as possible, not longer than 2 working days. This period may be extended in the case of public holidays and by the time necessary to order, e.g. parts.

§ 10. Responsibility for the implementation of the Order

- 1 In any event, the Seller shall not be liable for any damage other than damage to the subject of delivery. In particular, the Seller shall not be liable for lost profits and other property damage of the Client and its contractors.
- 2 The Seller is responsible for delivering the Goods in accordance with the Order and for its correct installation. The Seller is not responsible for the proper operation of other devices, such as ventilation or ducts. For example, when delivering a hood, the Seller provides technical information such as the dimensions of the hood, connectors, filter resistance, but is not responsible for other issues, e.g. related to air supply by fans, diameter of further channels, distance to the roof, etc., which may affect the functioning whole.

§ 11. Final provisions

- 1 In matters not covered by these T&C, the provisions of the Civil Code shall apply.
- 2 Any disputes arising in the implementation of this Contract will be resolved by the common court competent for the seat of the Seller.

Cracow, date

Seller:

JG Gastro, Jakub Gawriłow

ul. Krakowska 18

32-040 Świątniki Górne

NIP: 679-280-46-15

Represented by

Phone number:

E-mail address:

Client:

Represented by

Phone number:

E-mail address:

Ordered object:

The Seller sells and the Client buys:

Price:

in words:

The Seller declares that:

- ① The subject of the Contract will be free from defects
- ② All Goods have appropriate approvals and certificates
- ③ The item is his property and is not encumbered with any third party rights.

Delivery / assembly time:

from the date of receipt of the advance payment.

Place of delivery / assembly:

Terms of payment:**Bank account number:**

mBank

IBAN: PL02 29 1140 1081 0000 4484 1000 1002

SWIFT: BREXPLPWXXX

Guarantee of quality:

The Seller provides a warranty for the period of: _____ from the date of delivery / assembly Under the conditions specified in the T&C constituting an attachment to and an integral part of the order.

Provisions:

The Client declares that by submitting this Order, he concludes an agreement with the Seller on the terms set out in the General Terms and Conditions of Contracts JG Gastro constituting an appendix and an integral part of this Order, which he has read and accepts.

Attachments to the order:

- ① General Terms and Conditions of Contracts JG Gastro
- ② Project / technical drawings
- ③ List of equipment / list of ordered Goods

Comments:

Legible signature of the Seller

Legible signature of the Client