

GENERAL TERMS AND CONDITIONS OF SALE **(with consumers)**

The following General Terms and Conditions of Sale (hereinafter referred to as the “GTC”) define the principles of commercial cooperation and constitute an integral and binding part of every agreement concluded with Anna Jelonek, conducting business activity under the company name PROFILC Anna Jelonek, with its registered office in Kalety (42-660), at ul. Fabryczna 1B, holding Tax Identification Number (NIP): 6452453921 and Statistical Number (REGON): 241598717 (hereinafter referred to as the “Seller”).

The purchaser, hereinafter referred to as the Customer, being a natural person purchasing a specific product from the Seller for purposes not directly related to their business or professional activity, declares that they are familiar with the following terms and conditions and accept them without reservation.

I. GENERAL PROVISIONS

1. The subject of the transaction comprises felt products, both wool and synthetic, listed and available on the Seller’s website www.profilc.com.pl.
2. All products are manufactured to the Customer’s individual order; therefore, they are not subject to return, and the Customer has no right to withdraw from the agreement, pursuant to Article 38 points 1 and 3 of the Polish Consumer Rights Act of 30 May 2014, as amended.
3. The material specifications, certificates, or test results referred to in commercial documents or catalog sheets are provided for information purposes only.
4. These terms and conditions apply exclusively to consumers.
5. The General Terms and Conditions of Sale are sent to consumer Customers electronically, to the e-mail address provided by the Customer prior to the conclusion of the contract. The Customer’s order constitutes confirmation that they have read and accepted the GTC.

II. OFFER

1. The Seller hereby informs that the detailed external appearance of products made of felt and NITONA® material — in particular the color and its shades — as displayed on the Customer’s devices, including monitors, screens, or printouts made by the Customer, may differ from the actual appearance of the product.
2. The colors of felt and felt-based products presented in the Seller’s offer are for reference purposes only, due to the following reasons:
 - a) The shades of polyester felts may vary slightly depending on the nonwoven fabrics used in the production of a given batch of material;

- b) Products made from wool felt may differ depending on the type of wool used in their production. Sheep wool naturally contains small amounts of plant fibers that cannot be completely removed even after thorough cleaning. These fibers may be visible on the surface of the felt. Additionally, wool has varying dye absorption properties, which may result in slight differences in color shades. This characteristic does not constitute a product defect but rather highlights the uniqueness of the product and does not provide grounds for a complaint.
- 3. The Seller cannot guarantee that the color of the final processed product will be identical to that shown on the sample palette or on the website.
- 4. Any suggestions or recommendations provided by the Seller regarding the installation or application of certain products, as contained in the Seller's informational brochures or sample materials, are to be treated as proposals only, and the Seller shall not be held liable for decisions made by the Customer concerning the installation or use of the ordered products.
- 5. All information regarding felt products, including prices presented on the website www.profilc.com.pl

III. ORDERING AND CONCLUSION OF THE CONTRACT

1. The Customer places an order electronically by sending an e-mail to biuro@profilc.com.pl. To successfully place an order, the Customer should specify the following information:
 - a) the name of the person authorized and responsible for placing the order,
 - b) address and contact details, including telephone number and e-mail address,
 - c) details required for issuing a VAT invoice,
 - d) the selected felt product design, quantity, color, and other relevant specifications,
 - e) the method of collection or delivery of the finished product, including the delivery address.
2. The Seller undertakes to send the Customer a return message confirming acceptance of the order for processing, together with a pro forma invoice.
3. The Customer's order will be processed only after the Seller has received payment of the amount specified in the issued pro forma invoice.
4. Once the Seller has sent the confirmation of order acceptance together with the pro forma invoice, and due to the custom-made nature of the order, the Customer cannot withdraw from the order or make any changes to it, in accordance with Article 38 points 1 and 3 of the Polish Consumer Rights Act of 30 May 2014, as amended. In the event of withdrawal by the Customer, the order will nonetheless be carried out, and the Customer will be charged for the costs incurred, even if the Customer fails to collect the custom-made product.
5. If the order submitted by the Customer raises any doubts or is incomplete, the Seller will contact the Customer by phone or e-mail to clarify the details.
6. The Seller shall not be liable for the consequences of any errors made in the content of the order submitted by the Customer.

IV. PRICES AND PAYMENT TERMS

1. The prices binding upon the Customer in the online store are those displayed and available on the website www.profilc.com.pl at the time of placing the order, or those specified in an individual quotation provided by the Seller.
2. The Seller reserves the right to change prices in the event of currency exchange rate fluctuations or other factors affecting pricing, as well as to withdraw specific products presented on the website www.profilc.com.pl
3. Price changes do not apply to orders already accepted for processing.
4. The prices listed on the website are gross prices (including VAT)
5. The Customer undertakes to pay the amount indicated in the issued pro forma invoice to the bank account specified therein and within the deadline stated on the invoice.
6. The moment of concluding the contract shall be deemed to be the date on which the Customer's payment is credited to the Seller's bank account. This moment also constitutes the commencement of order processing by the Seller.
7. If the pro forma invoice does not cover the total amount of the order, an invoice for the remaining balance shall be issued no later than three (3) days before the delivery or collection of the ordered product by the Customer. The ordered product shall be delivered to the Customer, or made available for personal collection, credited only after the remaining amount has been to the Seller's bank account.
8. Pursuant to Article 106n of the Polish Act of 11 March 2004 on Goods and Services Tax (Journal of Laws 2004, No. 54, item 535, as amended), the Customer hereby accepts the use of electronic invoices, which shall be sent in PDF format to the Customer's e-mail address.

This acceptance remains valid indefinitely from the date of conclusion of the sales contract. The e-mail address used by the Customer for correspondence with the Seller shall be considered the designated address for receiving invoices. If such an e-mail address is not provided, a printed copy of the invoice shall be sent in paper form.

The Customer may revoke this acceptance in writing (including by electronic means used for correspondence with the Seller), effective as of the last day of the month in which the revocation was received by the Seller.

V. ORDER FULFILLMENT

1. An order is accepted and processed after the amount specified in the issued and sent pro forma invoice has been credited to the Seller's bank account.
2. In the absence of payment, the Seller reserves the right to suspend the processing of the order.
3. The order fulfillment period begins on the date when the relevant payment made by the Customer, as specified in the issued pro forma invoice, is credited to the Seller's bank account.

4. The order fulfillment period is determined individually for each order and confirmed by e-mail by a representative of the Seller's sales department.
5. The order fulfillment and delivery period may be extended, in particular, due to the occurrence of force majeure. Force majeure shall mean any external and unforeseeable event beyond the Seller's control, such as industrial accidents, production facility failures, power outages, or extreme weather conditions.
6. The Seller shall not be liable for any delay caused by the Customer in collecting the ordered product or for any delay of the courier company in delivering the product to the Customer. In such cases, the Customer shall not make any claims against the Seller.
7. In the event that the order fulfillment period is extended, the Seller undertakes to inform the Customer of this fact electronically, using the e-mail address provided in the order. The Customer shall not make any claims against the Seller due to the extended order fulfillment period.

VI. DELIVERY

1. At the Customer's request, the Seller may deliver the ordered product to the address indicated within the territory of Poland by courier service, at the Customer's expense. The Customer will be informed electronically of the additional delivery charge, to which the Customer hereby agrees. The cost of transport will be included in the pro forma invoice sent to the Customer, which must be paid before the ordered product is delivered.
2. The cost of transport shall be borne by the Customer.
3. The Customer may personally collect the completed order from the Seller's registered office at the following address: Profilc Anna Jelonek, ul. Fabryczna 1B, 42-660 Kalety.
4. If the Customer arranges transportation independently, they are required to provide the carrier's details to the Seller prior to the delivery date. The cost of transportation shall be borne by the Customer, and the Seller shall not be liable for the timeliness, delivery, or condition of the shipment. It is deemed that the product has been handed over to the Customer free of defects and damage to both the product and its packaging. The risk of accidental loss or damage to the goods passes to the Customer at the moment the Seller hands the goods over to the carrier.
5. The product ordered by the Customer, manufactured in accordance with the submitted order, shall be delivered to the Customer in the manner indicated in the order.
6. The Seller shall not be liable for failure to deliver or for delays in delivery resulting from an incorrect or inaccurate delivery address provided by the Customer.
7. Delivery of the goods is considered completed at the moment the goods are handed over to the Customer—in the case of personal collection from the Seller's warehouse—or upon delivery to the Customer by a courier selected by the Seller, or upon transfer of the goods to the carrier—in the case of transportation arranged by the Customer.
8. The Customer is obliged to collect the ordered goods. Failure to collect them does not release the Customer from the obligation to pay the full price.

9. The Customer is required to check the condition of the shipment delivered by the courier immediately upon receipt. In the event of damage, the Customer must prepare a damage report, one copy of which shall be given to the courier in order to initiate the complaint procedure.
10. In accordance with Article 589 of the Polish Civil Code, ownership of the products ordered by the Customer passes to the Customer upon full payment of the price (including VAT and any additional charges related to the order, such as transport costs).
11. The Customer may not encumber the goods with any rights in favor of third parties.

VII. COMPLAINTS

1. The Seller is liable to the Customer for physical defects of the product under the warranty provisions contained in the Act of April 23, 1964, the Civil Code. The Seller is responsible for physical defects that existed at the time the risk passed to the Customer or that arose from a cause inherent in the sold item.
2. The Seller is liable for non-conformity of the goods with the contract (physical defect), in particular when the sold item: does not possess the properties that such an item should have due to the purpose specified in the contract or resulting from circumstances or intended use; does not have properties that the Seller guaranteed to the Customer, including by presenting a sample or model; is unsuitable for the purpose that the Customer informed the Seller of at the time of the contract and the Seller did not object to such use; or was delivered to the Customer in an incomplete state.
3. If a physical defect is discovered within one year from the date of delivery, it is presumed that the defect or its cause existed at the time the risk passed to the Customer.
4. The Seller is liable for non-conformity of the goods with the contract if such non-conformity is discovered within two years from the date of delivery of the product to the Customer.
5. Due to the individual characteristics of each order, the Seller is not liable for damage or destruction of the product or its parts caused by factors other than inherent defects. In particular, the Seller is not liable for:
 - a) damage and defects caused by the Customer, including mechanical damage not noted at the time of purchase;
 - b) defects resulting from improper transport, storage, or use, or use by the Customer contrary to the product's intended purpose;
 - c) natural wear and tear resulting from normal use, including: soiling, color and texture differences of the outer material, creases, worn corners, other scuffs or wrinkles arising during use due to the natural properties of the product;
 - d) minor color differences of felt products compared to the color sample, which is for reference only;
 - e) color changes in felt products due to lack of maintenance and cleaning, which are the sole responsibility of the Customer at their own expense;
 - f) defects caused by improper assembly or excessive load on fastening elements;
 - g) defects resulting from maintenance not in accordance with the recommendations;

- h) damage caused by external factors beyond the Seller's control, including: soaking, prolonged exposure to sunlight, contact with acids, solvents, or other chemical solutions;
- i) damage resulting from misuse or negligence by the Customer;
- j) color and thickness variations between production batches;
- k) size and shape differences not exceeding $\pm 10\%$ (felt tolerance), due to temperature, humidity, and expansion or contraction of felt fibers—natural effects of environmental conditions and processing;
- l) irregularities on cut felt surfaces within $\pm 10\%$ deviation from the standard.

6. Complaints must be submitted in writing using the Seller's complaint form to the Seller's address, along with the delivery of the goods and proof of purchase. The cost of delivering the goods shall be borne by the Seller.
7. As part of a complaint, the Customer may request a price reduction, replacement of the product with a defect-free one, or repair of the defect. The Seller decides on the method of resolving the complaint.
8. The Seller shall inform the Customer within 14 days of receiving a valid complaint about the method of resolution and further procedure.
9. Upon receiving the product, the Customer is obliged to check it for quantity and quality. If defects are found, a defect report must be drawn up immediately in the presence of the carrier, signed by both the Customer and the carrier.

VIII. LIMITATION OF THE SELLER LIABILITY

1. The Seller is not liable for non-conformity of the goods with the contract if the Customer knew or, acting reasonably, should have known about it at the date of concluding the contract.
2. The Seller reserves the right to refuse to consider a complaint if persons other than the Seller have interfered with the product, in particular as a result of modifications, changes, or repairs.
3. The Seller is not liable for damages caused by a damaged or defective product, including, in particular, lost profits.
4. The Seller is not liable for claims by third parties arising from the Customer's use of the product, nor for use of the product by unauthorized persons.
5. The Seller will not consider complaints if the Customer has handled the goods contrary to the instructions provided by the Seller.
6. The Seller is not liable for the Customer's failure to obtain any legally required permits.
7. The Seller bears no responsibility for the Customer's obligations toward third parties.

IX. PRIVACY POLICY AND PERSONAL DATA

1. The Customer accepts these Terms and Conditions and consents to the Seller's use of their personal data provided in the order solely for the purpose of its fulfillment, in accordance with the provisions of the Act of 29 August 1997 on the Protection of Personal Data.
2. The Customer's contact and address data are shared by the Seller exclusively with the cooperating courier company and solely for the purpose of delivering the order.
3. The Customer's personal data may be disclosed to third parties only to the extent necessary for the proper execution of the order under these Terms and Conditions..

X. FINAL PROVISIONS

1. These terms and conditions are effective from 01.03.2018 and apply to all agreements concluded with Anna Jelonek, conducting business under the name PROFILC, in dealings with consumers.
2. Matters not regulated by these Terms and Conditions shall be governed by the provisions of the Civil Code and the Act on Consumer Rights.
3. The Seller reserves the right to make changes to these terms and conditions without the need for an annex, and any changes shall take legal effect from the moment they are published on the website www.profilc.com.pl
4. The Customer undertakes to read this document each time, and placing an order constitutes simultaneous acceptance of these terms and conditions.
5. In the event of any disputes arising from these terms and conditions, they shall be resolved amicably, and if no agreement is reached within 30 days, the competent court shall be the Polish court with jurisdiction over the Seller's registered office.
6. The Customer may access the Terms and Conditions at any time on the website www.profilc.com.pl
7. In the event that any provision of these General Terms and Conditions is found to be invalid, it shall not affect the validity of the remaining provisions.