

GENERAL TERMS OF SALE

(for transactions between businesses)

The following General Terms of Sale (hereinafter referred to as “GTS”) define the rules of commercial cooperation and constitute a binding part of every agreement concluded with Anna Jelonek, conducting business under the name PROFILC Anna Jelonek, with its registered office in Kalety (42-660), at ul. Fabryczna 1B, holding NIP (Tax ID) 6452453921 and REGON 241598717 (hereinafter referred to as the “Seller”).

The Buyer, hereinafter referred to as the “Client,” being an entrepreneur operating within the scope of their business activity or a legal entity, declares that they are familiar with the following terms and accept them without any reservations.

I. GENERAL PROVISIONS

1. The subject of the transaction consists of felt products, both wool and synthetic, listed and available on the Seller’s website www.profilc.com.pl.
2. All products are manufactured according to the Client’s individual order and, therefore, are non-returnable. The Client is not entitled to make changes to the placed order or to withdraw from the contract.
3. Specifications, certificates, or test results mentioned in commercial documents or catalog sheets are provided for informational purposes only.
4. Before placing an order, the Client is obliged to provide the Seller with documents confirming their status as an entrepreneur, e.g., a printout from CEIDG or from the National Court Register (KRS).
5. These terms apply exclusively to entrepreneurs. Their application to individual (consumer) sales is excluded.

II. OFFER

1. The Seller informs that the detailed appearance of products made from felt and NITONA® material, particularly the color and its shades, as seen on devices used by the Client, including monitors, displays, or printed materials prepared by the Client, may differ from the actual appearance.
2. The colors of felt and felt products offered by the Seller are for guidance only, due to the following reasons:
 - a) Shades of polyester felt may slightly differ depending on the nonwoven materials used in the production of a specific batch;
 - b) Products made from wool felt may vary depending on the wool used in their production. Sheep wool contains small amounts of plant fibers that cannot be completely removed despite thorough cleaning. These particles may appear on the fiber surface. Wool

absorbs dyes differently, so colors may slightly vary in shade. This characteristic does not constitute a defect, highlights the uniqueness of the product, and is not a basis for a complaint.

3. The Seller cannot guarantee that the product's color after processing will exactly match the color shown on the color palette or on the website.
4. Any suggestions or recommendations provided by the Seller regarding the installation of specific products, as presented in informational brochures or color samples, are solely proposals. The Seller is not responsible for decisions made by the Client regarding the installation of ordered products.
5. All information about felt products, including prices, presented on the website www.profilc.com.pl does not constitute an offer within the meaning of Article 66 §1 or Article 543 of the Civil Code of April 23, 1964 (Journal of Laws No. 16, item 93), as amended. Such information constitutes merely an invitation to enter into a contract within the meaning of Article 71 of the Civil Code.

III. OFFER AND CONCLUSION OF CONTRACT

1. The Client places an order electronically by sending an email to biuro@profilc.com.pl or any other address provided in the offer or on the website www.profilc.com.pl. To ensure the order is effectively placed, the Client must specify:
 - a) the name and surname of the person authorized and responsible for placing orders, and the company name,
 - b) address and contact details, including phone number and email address,
 - c) information required for issuing a VAT invoice,
 - d) the selected felt product model, quantity, color, and other details regarding the chosen product type,
 - e) the method of collection or delivery of the finished product, including the address to which the order should be delivered.
2. The Seller undertakes to send the Client a confirmation email acknowledging receipt of the order for processing, along with a pro forma invoice.
3. The Client's order will be forwarded for execution only after the corresponding payment specified in the issued pro forma invoice has been credited to the Seller.
4. After the Seller sends the confirmation of order acceptance along with the pro forma invoice – due to the customized nature of the order – the Client cannot withdraw the order or make any changes to it. In the event of withdrawal by the Client, the order will still be executed, and the Client will be charged for the costs, even if the completed product is not collected.
5. If the Client's order raises any doubts or is incomplete, the Seller will contact the Client by phone or email to clarify the issues.
6. The Seller is not responsible for any consequences resulting from errors in the content of the order submitted by the Client.

IV. PRICES AND PAYMENT TERMS

1. The prices binding the Client in the online store are those presented and available on the website www.profilc.com.pl at the time the order is placed, or those provided in an individual quotation sent by the Seller.
2. The Seller reserves the right to change prices in the event of fluctuations in exchange rates or other factors affecting the price, 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 indicated on the website are gross prices.
5. The Client undertakes to pay the amount indicated on the issued pro forma invoice to the bank account specified in the invoice, within the deadline stated therein.
6. The contract is deemed concluded on the day the Client's payment is credited to the Seller's bank account. This moment is also considered the moment the Seller forwards the Client's order for execution.
7. If the pro forma invoice does not cover the entire order amount, an invoice for the remaining amount will be issued no later than three days before the delivery or collection of the ordered product by the Client. Delivery of the order to the Client, or making the product available for personal collection, will occur only after the payment has been credited to the Seller's bank account.

V. ORDER FULFILLMENT

1. The order is accepted and forwarded for processing after the amount specified in the issued 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 order fulfillment.
3. The order fulfillment period begins upon the Seller's receipt of the payment made by the Client, as indicated on the issued pro forma invoice.
4. The order fulfillment deadline is individually determined for each order and confirmed via email by the Seller's sales department staff.
5. The fulfillment and delivery deadlines may be extended, in particular due to force majeure events. Force majeure is defined as an external and uncontrollable event, such as accidents or failures at the production facility, power network outages, or extreme weather conditions.
6. The Seller is not responsible for delays caused by the Client's failure to collect the ordered product or by the courier company's delay in delivering the product to the Client. In such cases, the Client shall not make any claims against the Seller.
7. In the event of an extended fulfillment period, the Seller undertakes to inform the Client via the email address provided in the order. The Client shall have no claims against the Seller due to the extended fulfillment period.
8. The Client has no right to withdraw from the contract in the event of an extended delivery period for the ordered product.

VI. DELIVERY

1. At the Client's request, the Seller may deliver the ordered product to the specified address within Poland via a courier company at the Client's expense. The Client will be informed electronically of the additional shipping cost, to which the Client agrees. The transport cost will be included in the pro forma invoice sent to the Client, which must be settled before delivery of the ordered product.
2. The Client bears the cost of transport.
3. The Client has the option of personally collecting the order completed by the Seller at the Seller's premises: Profilc Anna Jelonek, ul. Fabryczna 1B, 42-660 Kalety.
4. If the Client arranges transport independently, they are obliged to provide the carrier's details to the Seller before the delivery date. The Client bears the transport costs, and the Seller is not responsible for the timeliness or delivery of the order, nor for the condition of the shipment. It is assumed that the product is delivered to the Client free of defects and damage to both the product and its packaging. The risk of accidental loss or destruction of the goods passes to the Client at the moment the Seller hands the goods over to the carrier.
5. The product ordered by the Client, produced according to the order, will be delivered to the Client in the manner specified in the order.
6. The Seller is not responsible for non-delivery or delays caused by incorrectly provided or inaccurate delivery addresses by the Client.
7. Delivery of the goods is considered completed at the moment they are handed over to the Client—either during personal collection from the Seller's warehouse or to the carrier when using a courier service.
8. The Client is obliged to collect the ordered goods. Failure to collect does not release the Client from the obligation to pay the full price.
9. The Client must check the condition of the shipment immediately upon receipt and, in case of damage, prepare a damage report, one copy of which is handed to the courier to initiate the claims procedure.
10. Failure to inspect the received shipment excludes the possibility of further claims by the Client in this regard.
11. The risk of accidental loss or damage passes to the Client when the goods are handed over to the carrier, or at the latest, when the goods leave the Seller's warehouse.
12. Pursuant to Article 589 of the Civil Code, ownership of the products ordered by the Client transfers to the Client upon full payment of the price (including VAT and other costs related to the order, e.g., transport costs).
13. The Client may not encumber the goods with any rights in favor of third parties.

VII. COMPLAINS

1. The Seller excludes the possibility for the Client to use statutory warranty, to which the Client agrees.
2. The Seller provides a warranty for a period of 6 months from the date the product is handed over to the Client, covering production, construction, or technical defects existing at the time of purchase.
3. The Seller guarantees that the products sold are free from manufacturing defects.
4. Due to the individual characteristics of each order, the Seller is not responsible for damage or destruction of the product or its parts resulting from causes other than inherent defects. In particular, the Seller is not responsible for:
 - a) damage and defects caused by the Client or any mechanical damage not identified at the time of purchase;
 - b) defects resulting from improper transport, storage, or use, or use of the product by the Client contrary to its intended purpose;
 - c) normal wear and tear resulting from normal use of the product, including dirt, differences in color or texture of the outer material, folds, worn corners, other abrasions or creases resulting from normal use and natural product properties;
 - d) color differences of felt products slightly deviating from the sample color, which is only indicative;
 - e) color changes of felt products due to lack of maintenance and cleaning, which is the sole responsibility and expense of the Client;
 - f) defects resulting from incorrect assembly or excessive load on mounting elements;
 - g) defects caused by maintenance not carried out according to 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 caused by use inconsistent with the intended purpose of the product or negligence by the Client;
 - j) differences in color and thickness between production batches;
 - k) size and shape variations within $\pm 10\%$ tolerance (felt tolerance) due to temperature, humidity, expansion or shrinkage of felt fibers, as a natural effect of environmental influence and processing;
 - l) irregularities on felt cut surfaces within $\pm 10\%$ deviation from the norm.
5. Complaints must be submitted in writing using the Seller's complaint form, along with returning the goods and proof of purchase. The Client bears the cost of returning the goods.
6. The Seller will notify the Client of the resolution and further procedure within 14 days of receiving a proper complaint.
7. Upon receiving the product, the Client 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 Client and the carrier. Failure to do so will result in refusal to consider the complaint.

8. At the moment the Seller hands the goods over to the courier or carrier, the risk of damage or loss passes to the Client.
9. In the event of a positive complaint resolution, the Seller undertakes to replace the defective product, with the stipulation that the Seller decides the method of handling the complaint.

VIII. LIMITATION OF SELLER'S LIABILITY

1. The Seller reserves the right to refuse to consider a complaint if any person other than the Seller has interfered with the product, in particular through modifications, alterations, or repairs.
2. The Seller is not responsible for any damages caused by a defective or faulty product, including, in particular, lost profits.
3. The Seller is not liable for claims of third parties arising from the Client's use of the product, nor for the use of the product by unauthorized persons.
4. The Seller will not consider complaints if improper installation or improper use of the ordered product is found.
5. The Seller will not consider complaints if the Client handles the goods contrary to the instructions provided by the Seller.
6. The Seller is not responsible for the Client's failure to obtain any legally required permits.
7. The Seller bears no responsibility for the Client's obligations toward third parties.

IX. PRIVACY POLICY AND PERSONAL DATA

1. The Client accepts these Terms and Conditions and consents to the Seller's use of the personal data provided in the order solely for the purpose of order fulfillment.
2. The Client's contact data will be shared by the Seller only with the cooperating courier company and solely for the purpose of delivering the order.
3. The Client's personal data may be disclosed to third parties only to the extent necessary for the proper execution of the order based on these Terms and Conditions.

X. FINAL PROVISIONS

1. These Terms and Conditions are effective from March 1, 2018, and apply to all agreements concluded with Anna Jelonek, conducting business under the name PROFILC, in relations between entrepreneurs.
2. Matters not regulated in these Terms and Conditions shall be governed by the provisions of the Civil Code.
3. The Seller reserves the right to introduce changes to these Terms and Conditions without the need for an annex, and any changes shall take legal effect from the moment they are posted on the website www.profilc.com.pl
4. The Client undertakes to familiarize themselves with 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 Client may access the Terms and Conditions at any time on the website www.profilc.com.pl
7. Should any provision of these Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions.