

Schrag Polska Sp. z o.o.

**OGÓLNE WARUNKI SPRZEDAŻY SCHRAG POLSKA Sp. z o.o.**

**GENERAL TERMS AND CONDITIONS OF SALE – SCHRAG POLSKA Sp. z o.o.**

**I. General Provisions**

1. These General Terms and Conditions of Sale, hereinafter referred to as the GTC, define the principles for the execution of orders, hereinafter referred to as ORDERS or REQUESTS, by Schrag Polska Sp. z o.o., hereinafter referred to as SCHRAG POLSKA or the CONTRACTOR, and constitute an integral part of all agreements for the execution of orders concluded by the Company, unless the Parties have expressly agreed otherwise in writing. {For the purposes of written form, a qualified electronic signature, trusted signature or personal signature shall be deemed acceptable in accordance with the Act of 5 September 2016 on trust services (Journal of Laws 2023, item 1954).}
2. The Buyer is informed in the received documents (offer/proforma, delivery confirmation) about the location where the General Terms and Conditions of Sale may be accessed. Additionally, the GTC are published on the Contractor's website, and their acceptance in electronic form (e.g. by e-mail) is equivalent to acknowledging their content.
3. The return transmission of the order by the Buyer in any of the following forms:
  - 3.1. a signed offer/proforma with the annotation "I order",
  - 3.2. a signed delivery confirmation (PZ) issued by Schrag Polska,constitutes acceptance of the GTC as an integral part of the agreement between the Parties.  
If the Buyer maintains regular business relations with Schrag Polska Sp. z o.o., acceptance of the GTC for one order shall be deemed acceptance for all subsequent orders. Confirmation of an order via the Contractor's IT system using individual login credentials is deemed equivalent to a handwritten signature.
4. The Buyer's General Terms and Conditions of Purchase may apply only to the extent that they do not conflict with these GTC. Their application requires the prior written consent of Schrag Polska and must not limit any rights arising from these GTC.
5. Acceptance of an offer/proforma constitutes the conclusion of a binding agreement between the parties under the terms specified in that document.
6. **Sales Invoices**  
Sales invoices issued by Schrag Polska Sp. z o.o. shall be made available to the Customer exclusively in the form of structured invoices via the National e-Invoicing System (KSeF), in accordance with applicable law. Upon the assignment of an identification number to an invoice within KSeF, such invoice shall be deemed duly issued and effectively delivered to the Customer. Schrag Polska Sp. z o.o. shall not be obliged to deliver invoices in paper form or in electronic form (PDF) by e-mail.
7. The declaration of performance characteristics together with the CE certificate shall be delivered along with the sales documentation upon completion of the order. Upon the Buyer's request, these documents may be provided in electronic form in accordance with Article 7(2) of Regulation (EU) No 305/2011 (CPR) and the Act on Public Documents of 22 November 2018 (Journal of Laws 2024, item 166).
8. These GTC apply exclusively to transactions between business entities and do not apply to consumer relationships as defined in Article 22(1) of the Civil Code.
9. If the Buyer is not considered a business entity under Article 431 of the Civil Code, or acts outside the scope of their business activity, the application of these GTC requires prior express written confirmation by both parties and a separate agreement on the contract terms, in accordance with consumer protection regulations (including the Consumer Rights

Act). Confirmation by the consumer via email shall be deemed equivalent to written consent, provided the consumer has been informed of the content of the GTC and has given explicit acceptance.

## II. Orders, Delivery and Complaints

1. The order is executed based on a purchase order placed by the Buyer with Schrag Polska. The order may be submitted in written or electronic form, particularly by email. Submission of an order shall be understood as:
  - 1.1. acceptance of the terms presented in the offer or proforma invoice – such acceptance is made by signing the document or returning it with the annotation “I order”;
  - 1.2. returning an email message containing the offer/proforma or order confirmation (PZ) with the annotation “I order”;
  - 1.3. sending a signed order confirmation (PZ);
  - 1.4. approval of the order within Schrag Polska's IT system using individual authentication data or an electronic signature.

The above forms shall also apply to subsequent exchanges of correspondence between the Parties, unless otherwise stipulated in these GTC.

2. After submitting the order, the Buyer is obliged to immediately provide copies of the following documents, certified as true copies by persons authorized to represent the Buyer:
  - a) a copy of the National Court Register (KRS) entry or a certificate of entry into the business activity register (not older than 3 months),
  - b) the statistical number (REGON) confirmation issued by the Central Statistical Office (GUS),
  - c) the tax identification number (NIP) certificate,
  - d) the EU VAT number certificate (if applicable),
  - e) the balance sheet and profit and loss account or F-01 form for the last year and for the month preceding the order date,
  - f) in the case of sole proprietors – a document confirming the identity of the person authorized to collect the order.The above documents may also be provided in electronic form (e.g. scan or PDF) via email or through a B2B platform, provided their readability and authenticity are ensured.

3. Receipt of the complete set of required documents is a prerequisite for Schrag Polska to confirm the order. In the case of sales made on a 100% prepayment or cash basis, the documents indicated under item e) are not required.

4. Schrag Polska will exercise due diligence to ensure that delivery takes place within the timeframe agreed with the Buyer. The date specified in the order confirmation is indicative and does not constitute a material term of the contract. Delivery after the indicated date does not constitute a breach of contract. Schrag Polska shall not be liable for any costs, losses, damages or lost profits incurred by the Buyer due to delayed delivery, and the Buyer shall not have the right to withdraw from the contract or claim compensation on this account – unless otherwise agreed in writing by the Parties. In such cases, Schrag Polska's liability shall be limited to the agreed contractual compensation, excluding liability for indirect or consequential damages.

2. The order must include:

- the full company name, registered office address, and tax identification number (NIP) of the Buyer,
- a detailed description of the subject of the order and the quantity of units ordered in accordance with the content of the request,

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- the delivery address – if the Buyer uses the Contractor’s transport services.

For proper execution of the order, it is recommended to attach documentation illustrating the technical requirements, such as detailed drawings, sketches, or technical or workshop designs.

Such documentation should be approved by persons authorized to represent the Buyer.

Approval may be made in traditional form (signature and stamp on the document) or electronically – by signing the documents with a scanned signature and sending them from the email address of the authorized representative.

It is also permissible to submit documents signed with a qualified electronic signature, trusted signature, or personal signature – in accordance with the Act on Trust Services (Journal of Laws 2023, item 1954).

{In the case of documents sent by email, a company stamp is not required, provided the authenticity of the document results from the form of the signature or the sender’s email address.}

3. The price for execution of the order is determined based on the current offer of Schrag Polska, taking into account individual arrangements made with the Buyer. In the order confirmation – which forms an integral part of the offer or proforma accepted by the Buyer – Schrag Polska shall specify:

- the number of items ordered,
- the type of material from which the order will be made,
- a detailed technical specification and execution parameters,
- the method of prefabrication and production technology,
- the order price (in net and gross amounts),
- payment terms agreed by the Parties (method and deadline),
- the warranty period,
- place and date of delivery (if applicable),
- transport cost (if applicable).

The order confirmation is delivered to the Buyer in written or email form.

The pricing terms may also be confirmed by an explicit email response containing acceptance of the offer or proforma.

The prices stated in the offer/proforma may be changed only with the consent of both Parties, in written or email form, prior to the issuance of the invoice. In the event of significant changes in material or transport service costs, Schrag Polska may request a justified renegotiation of the price, in accordance with Article 357<sup>1</sup> of the Civil Code (extraordinary change of circumstances clause – rebus sic stantibus).

4. The Order Confirmation or the Buyer's acceptance of the offer/proforma constitutes a binding confirmation of the acceptance of the request for execution under the terms specified therein.

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The execution deadline shall be calculated from:

- 4.1. the date of receipt of funds in the bank account of Schrag Polska Sp. z o.o. – in the case of prepayment,
- 4.2. the date individually agreed between the Parties – in the case of Buyers with an approved credit limit.

### 5. Collection of Goods

5.1. Collection of goods, after completion of the service, shall take place at a location agreed upon by the Parties, in accordance with the delivery terms specified in the order confirmation.

5.2. Two forms of collection are possible:

- **loco Schrag Polska warehouse** – collection using the Buyer's own transport from the Contractor's warehouse,
- **loco location specified by the Buyer** – delivery using Schrag Polska's transport to the address indicated in the order.

5.3. The delivery location must be confirmed in writing or via email and must clearly indicate the location and the person authorized to receive the goods (name, surname, and phone number).

5.4. The rules of delivery and transfer of risk of damage to the goods are governed by the applicable Incoterms 2020 conditions, relevant to the agreed loco variant.

5.5. In the case of loco Schrag Polska warehouse pickup, loading is carried out in accordance with the Company's applicable internal health and safety and operational procedures.

5.6. If delivery is carried out using Schrag Polska's transport, the Buyer is obliged to:

- ensure the possibility of unloading at the delivery location,
- ensure the presence of a person authorized to sign the delivery documents.

### 6. Loading and Securing of Goods

#### 6.1. Responsibilities of the Buyer / Carrier:

The Buyer or their Carrier is obliged to:

- familiarize themselves with the technical data and specification of the ordered products,
- provide a vehicle that meets the following requirements:
  - appropriate trailer length enabling proper placement of the load,
  - permissible total weight and axle loads compatible with the weight of the goods,
- complete and functional securing equipment (straps, chains, wedges, anti-slip mats).

The carrier bears full responsibility for any damage resulting from improper securing or the use of an unsuitable vehicle. Schrag Polska reserves the right to refuse loading if the technical and health & safety requirements are not met.

**Legal basis:** Transport Law Act of 15 November 1984 (Journal of Laws 2023, item 1051, as amended), Civil Code.

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**6.2. Responsibilities of Schrag Polska:**

- determining the type and weight of the load in accordance with the WZ document,
- verifying the condition of the packaging and technical securing measures,
- cooperating with the driver on proper load placement,
- verifying the compliance of the load's weight with the vehicle's permissible gross weight based on the registration certificate,
- in case of partial loading – collecting a written statement on the weight of the already loaded goods.

**6.3. Responsibilities of the Driver / Carrier during loading:**

- complying with the health and safety rules in force at the Schrag Polska facility,
- active cooperation with the warehouse during loading,
- presenting the vehicle registration certificate and providing a statement of the total weight,
- providing permissible axle loads upon request by personnel,
- arranging the center of gravity of the load properly inside the vehicle,
- securing the load to prevent any movement or tilting – even in emergency situations.

**Load securing methods** (in accordance with PN-EN 12195-1):

- blocking,
- bracing (local or full),
- securing with straps (direct or over-the-top),
- use of anti-slip mats and protective corner guards.

**Straps must:**

- carry labels compliant with PN-EN standards,
- be 35 mm, 50 mm, or 75 mm wide,
- have a lashing capacity (LC) ranging from 10 to 50 kN,
- be used without lever extensions (unless explicitly permitted by the manufacturer).

Additionally:

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- the driver is obliged to inspect the securing of the load after each loading, transshipment, or partial unloading,
- if the load protrudes more than 2 meters beyond the rear of the vehicle – it must be marked in accordance with applicable regulations (e.g., with red-and-white reflective panels).

### 7. Rules for Goods Collection After Completion of Service

#### 7.1. Collection from Schrag Polska Warehouse (Buyer's Own Transport)

If the goods are collected by the Buyer using their own means of transport from Schrag Polska's warehouse, the Buyer is obliged to:

- send an email, no later than 48 hours before the planned collection date, containing:
  - the date and estimated time of collection,
  - details of the person authorized to collect the goods (full name, series and number of an identity document).

The Parties allow for the presentation of the appropriate authorization at the time of collection; however, this does not exempt the Buyer from the obligation to notify the planned collection date in advance.

Loading of the Buyer's vehicle takes place at the collection site between 8:00 AM and 3:00 PM on business days, excluding Saturdays, Sundays, and public holidays.

#### 7.2. Delivery Performed Using Schrag Polska Transport

If delivery is carried out using Schrag Polska's transport, the Buyer is obliged to:

- precisely indicate the delivery location, providing the full address and any technical limitations,
- describe the access and unloading conditions (including availability of a maneuvering area),
- agree on the delivery date with the Contractor,
- identify the person authorized to receive the goods, providing their full name and phone number.

Unloading of the goods is carried out at the Buyer's effort, cost, and responsibility.

The delivery price specified in Schrag Polska's offer applies only to delivery locations that:

- ensure access for trucks with a permissible total weight of up to 24 tons,
- are accessible via paved roads without weight or height restrictions.

The delivery location must be specified no later than 48 hours before the planned delivery date.

Failure to provide precise location details by the required deadline will result in an automatic rescheduling of the delivery date.

If the delivery location is difficult to access or requires the use of specialized transport, Schrag Polska reserves the right to renegotiate transport conditions or refuse delivery under the original terms.

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## 8. Quantity Acceptance and Quantity Complaints

8.1. The Buyer or an authorized representative confirms the quantitative acceptance of goods on the delivery note (WZ) by:

- entering the date and time of receipt,
- providing the name and phone number of the receiving person,
- signing and, in the case of the paper version, affixing the company stamp.

In the case of electronically signed or digital documents, a company stamp is not required, provided the authenticity of the signature or the document source can be clearly verified.

8.2. In case of quantity shortages:

- for loco Schrag Polska warehouse collection – the shortage must be confirmed in writing on the WZ by a Schrag Polska representative,
- for loco delivery to the address specified by the Buyer – the shortage must be confirmed by the person delivering the goods (driver / carrier representative) directly on the WZ.

8.3. Quantity complaints must be submitted no later than 2 calendar days from the date of receipt. In particular:

- absence of a written note on the WZ regarding shortages excludes the right to make a complaint in this respect,
- the date of submission is considered the date of email receipt by Schrag Polska or the postal stamp date in case of traditional mail.

## 9. Quality Acceptance and Technical Complaints

9.1. Deadline for inspection and reporting:

The Buyer is obliged to perform a quality inspection of the goods, covering in particular:

- mechanical damage to profiles,
- paint coating defects,
- signs of corrosion,  
within no more than 24 hours from confirmed receipt of the goods at the place of delivery.  
After this deadline, complaints related to these defects will not be accepted.

9.2. Complaint format and procedure:

Complaints must be submitted in writing – electronic form (e-mail) is allowed, provided the following conditions are met:

- the complaint must be emailed within 24 hours of receipt,

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- no later than 3 calendar days from the email submission, the complaint must be confirmed in signed form (a scanned letter or email bearing a digital signature or a scanned signature of an authorized person).

### 9.3. The complaint must include:

- the number of the delivery document (PZ) to which the complaint refers,
- a description of the actual condition and identified discrepancies with the order or technical documentation,
- photo documentation, including:
  - close-ups of defects/damages,
  - photos of full bundles or items – showing context.Providing photos significantly speeds up complaint analysis and resolution.

### 9.4. Warranty rights are forfeited in the event of:

- independent repairs, alterations, or interference with the goods without the consent of Schrag Polska,
- commissioning third parties without prior arrangements,
- failure to meet deadlines or form of complaint submission as specified herein.

### 9.5. The warranty does not cover:

- damages resulting from transport inconsistent with instructions or improper storage,
- mechanical damage due to installation or use,
- damages caused by unauthorized persons or improper maintenance,
- corrosion caused by environmental conditions not in line with the product's intended use (e.g. moisture, salt exposure, aggressive chemicals).

## 10. Complaint Handling Procedure

### 10.1. Complaint resolution deadline:

Schrag Polska shall begin handling the complaint without undue delay, no later than 7 calendar days from receiving the complete complaint documentation, submitted in written or electronic form, in accordance with section 9.

The date of complaint submission is the date Schrag Polska receives the full documentation, including: description, PZ number, photo documentation, and contact details of the complainant.

### 10.2. Consequences of no response:

If Schrag Polska does not respond to the complaint within 14 calendar days of its complete submission, the Buyer has the right to withdraw from the contract to the extent covered by the complaint – in accordance with Article 560 §1 of the Civil Code.

### 10.3. Buyer's obligations during complaint proceedings:

Until the complaint is resolved, the Buyer is obliged to:

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- store the complained goods in a way that prevents further damage or deterioration,
  - refrain from modifying, processing, assembling, or altering the goods,
  - allow Schrag Polska to inspect the goods (or batch) at the storage location.
- If the complained goods are destroyed, lost, or degraded due to the Buyer's fault, the complaint may be deemed unfounded.

### 10.4. Payment vs. complaint:

Filing a complaint does not release the Buyer from the obligation to pay for the goods delivered – unless the Parties agree otherwise in writing.

### 10.5. Liability for damage:

For goods damaged, destroyed, or lost due to the Buyer or their representatives, Schrag Polska retains the right to full payment – regardless of the status of the complaint procedure.

## 11. Disclaimer of Liability for Buyer's Errors

11.1. Schrag Polska shall not be liable for damages, including direct, indirect, or lost profits, resulting from errors, omissions, or inaccuracies on the Buyer's side, in particular:

- incorrect information in the submitted order (e.g. quantity, material, execution parameters),

## 11. Exclusion of Liability for Buyer's Errors

11.1. Schrag Polska shall not be liable for any damages, including direct or indirect losses and lost profits, resulting from errors, omissions, or inaccuracies on the part of the Buyer, in particular:

- incorrect or incomplete technical information,
- errors in technical documentation, drawings, designs, or descriptions submitted to Schrag Polska as attachments to the order.

11.2. The Buyer shall bear full responsibility for the correctness of the data provided to Schrag Polska, especially for:

- compliance with the actual intended use of the ordered products,
- completeness and clarity of technical information,
- delivery of materials in the correct format and in due time.

11.3. Schrag Polska is not obliged to verify the content of the documentation received, unless a separate written agreement has been concluded for consultancy, design, or technical supervision services.

11.4. Schrag Polska's liability for damages potentially arising from order execution is limited to actual damages and excludes:

- indirect damages (e.g., loss of profit),
- losses resulting from interruptions in the Buyer's business operations,

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- compensation claims by third parties.

11.5. The above exclusions and limitations of liability apply to the extent permitted by law and only in B2B relationships, in accordance with Article 558 §1 of the Civil Code.

## 12. Suspension of Order Execution Due to Payment Arrears

12.1. In the event of payment arrears on the part of the Buyer, Schrag Polska has the right to suspend the execution of all or part of the order, without liability, until:

- full repayment of outstanding amounts under previous invoices,
- settlement of statutory interest for late commercial transactions (under the Act of 8 March 2013 on Payment Terms in Commercial Transactions),
- reimbursement of any debt recovery costs or other contractual fees (e.g., contractual interest, lump-sum compensation).

12.2. The right to suspend also applies when:

- the Buyer has accepted the offer or proforma,
- the order has been formally confirmed by both parties,
- preparatory work, material allocation, production scheduling, or transport planning has already commenced.

12.3. Schrag Polska shall not be liable for any damages, losses, or lost profits incurred by the Buyer as a result of the suspension of order execution due to payment arrears, provided Schrag Polska acts in accordance with this clause and within its legal rights.

12.4. In the event of continued non-payment despite a reminder, Schrag Polska reserves the right to:

- withdraw from the contract without granting an additional performance deadline,
- demand reimbursement of preparatory costs incurred up to the date of withdrawal,
- charge additional fees specified in the order confirmation or these GTC.

## 13. Waiver of Warranty Liability

13.1. The Parties, acting as entrepreneurs within the meaning of Article 431 of the Civil Code, mutually waive, under Article 558 §1 of the Civil Code, Schrag Polska's liability under the statutory warranty for physical and legal defects.

13.2. This waiver particularly applies to:

- liability for physical defects existing at the time of risk transfer to the Buyer,
- liability for defects discovered after acceptance of the goods,

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- the Buyer's right to withdraw from the contract or request a price reduction under warranty,
- the right to demand removal of defects or replacement of goods under warranty.

13.3. This waiver of warranty does not affect the Buyer's rights arising from any separately granted quality guarantee, provided such a guarantee has been granted by Schrag Polska and applies to the relevant product.

### III. Force Majeure

1. Schrag Polska shall not be liable for failure or delay in fulfilling the order if caused by force majeure.  
In the event of obstacles to order execution for reasons beyond its control, Schrag Polska agrees to promptly notify the Buyer in writing of the occurrence of a force majeure event preventing or delaying execution.  
Such notification may be sent via email, but must be confirmed in writing (e.g. scanned letter or PDF) within 3 days of dispatch.
2. In the event of force majeure, the Buyer shall not be entitled to any claims for damages or rights to withdraw from the contract, particularly due to:
  - lost profits,
  - production downtimes,
  - contractual penalties,
  - any indirect or consequential costs arising from delay or non-performance.
3. Force majeure shall mean extraordinary, external, and unforeseeable events beyond the Parties' control that could not have been prevented with due diligence. In particular, force majeure includes:
  - declaration of martial law, a state of emergency, or natural disaster in the region of order execution,
  - acts of terrorism, riots, sabotage, civil unrest,
  - general and sectoral strikes, road or infrastructure blockades,
  - unforeseeable and extreme weather events (e.g. floods, hurricanes, droughts, earthquakes),
  - epidemics and pandemics, and public authority actions in response (e.g. lockdowns, transport or production restrictions).

Force majeure does not include situations that the Parties could have reasonably foreseen at the time of contract conclusion or ordinary commercial risks related to business operations.

### IV. Product Quality and Technical Standards

Schrag Polska Sp. z o.o. specializes in the production of cold-formed open steel profiles made from galvanized, coated, or uncoated sheet metal, in accordance with applicable Polish and EU technical standards.

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Steel grades used:

- DX51D, S320GD, S350GD, S390GD, S450GD – in accordance with PN-EN 10346:2015,
- S235JR – in accordance with PN-EN 10025-1 and PN-EN 10025-2:2007,
- S355MC – in accordance with PN-EN 10149-1 and PN-EN 10149-2:2014.

Dimensional tolerances and execution parameters comply with PN-EN 1090-4:2018:

“Execution of steel and aluminum structures – Part 4: Technical requirements for cold-formed structural steel elements and cladding for roofs, ceilings, floors, and walls.”

**Factory Production Control (FPC) System:**

All products are subject to a factory production control system compliant with:

- Regulation (EU) No 305/2011 (CPR) of the European Parliament and of the Council,
- applicable construction law regulations in the Republic of Poland.

CE Marking and Documentation:

**CE Marking and Documentation**

Upon the Buyer’s request, each product may be accompanied by:

- a Declaration of Performance (DoP), and
- the CE marking, if the product qualifies as a construction product under the CPR Regulation and construction law.

**V. Transport and Storage Conditions**

1. Cold-formed steel profiles made from galvanized sheet must be stored and transported in a manner that prevents contact with moisture and other atmospheric factors that may cause corrosion.

During storage:

- provide a covered and dry storage area,
- if stored outdoors – cover the packages with tarpaulins that allow proper ventilation,
- remove binding straps from packages or pallets to facilitate air circulation.

Storing profiles in airtight packaging without air access promotes the formation of “white rust,” which may develop into red corrosion over time.

During transport, use vehicles with tarpaulin covers or other protections that shield the goods from rain, moisture, and sudden temperature changes.

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The Buyer is responsible for organizing appropriate transport and storage conditions if the goods are not under the custody of Schrag Polska.

Schrag Polska shall not be liable for corrosion or damage if resulting from:

- improper protection of goods by the Buyer,
  - improper transport (e.g. uncovered vehicle),
  - storage in high humidity conditions without ventilation and cover,
  - placing goods directly on the ground or in areas exposed to precipitation or condensation.
2. Profiles made from galvanized and coated sheet metal (e.g., polyester) – excluding DU/DU type coatings – are typically prepared for pickup or delivery with protective foil.  
This foil protects the coating surface during transport and storage.  
It is recommended to remove the foil immediately after installation and no later than 7 days after delivery.

Before installation, the profiles must be stored:

- protected from direct sunlight,
- away from high temperatures,
- in conditions ensuring air circulation and protection from moisture.

Exposure to UV rays and heat may cause the foil to adhere permanently to the coating, which may result in peeling of the paint layer and irreversible surface damage.

Schrag Polska assumes no liability for coating damage if:

- the foil was not removed within the recommended period,
  - the profiles were exposed to sunlight or stored improperly,
  - damage resulted from non-compliance with the guidelines in this document.
3. Profiles with DU/DU type coating (double-sided polyester) are delivered without protective foil.  
Due to the absence of foil, slight surface scratches or point defects may occur during:
- bending,
  - loading or reloading,
  - transport.

This is a typical feature of DU/DU coatings and does not constitute a manufacturing defect.

Therefore, such issues do not justify quality complaints.

By choosing DU/DU profiles, the Buyer accepts the nature of these products, especially the lack of protective foil and the increased risk of surface damage during logistics.

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4. Rules for Loading by Schrag Polska

All loading activities performed by Schrag Polska are carried out in compliance with safety regulations, transport law, and internal operating procedures.

The Contractor is responsible for:

- determining the type, quantity, and weight of goods for shipment in line with the delivery document (WZ),
- verifying the technical condition and completeness of collective packaging before loading,
- cooperating with the vehicle driver to organize and conduct the loading process – including loading order and placement,
- verifying that the load does not exceed the gross or payload limits based on the vehicle registration certificate,
- if the vehicle is partially loaded – collecting a written statement from the driver regarding the weight of the preloaded goods.

If there are any doubts regarding the technical condition, weight, or safety of the loading, Schrag Polska reserves the right to suspend loading until the issue is resolved.

All loading activities must comply with health and safety regulations and Schrag Polska's internal procedures.

5. Rules for Loading by the Driver / Carrier

The driver or representative collecting the goods must:

- familiarize themselves with internal HSE, fire safety, and traffic procedures on the Schrag Polska premises,
- cooperate closely with warehouse staff during the entire loading process,
- upon request, provide the vehicle's permissible axle load in the form of a written statement,
- if the vehicle is already partially loaded – present the registration certificate and declare the weight of previously loaded goods.

Loading must meet the following requirements:

- the load must not compromise vehicle stability – it should be placed symmetrically and close to the longitudinal axis,
- the load must be secured against movement, tilting, toppling, and shifting, considering braking, acceleration, and turning forces,
- securing devices must be protected against loosening, sagging, or falling during transport,
- permissible securing techniques include:
  - bracing,
  - local or complete blocking,

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- direct lashing,
- top-over lashing.

**Additional technical and procedural requirements:**

- securing must be checked after loading, after partial unloading, and after sudden braking or road incidents,
- lashing straps must not contact sharp edges – use plastic or textile corner protectors,
- straps must carry control labels compliant with PN-EN 12195-2,
- strap widths: 35 mm, 50 mm, 75 mm,
- lashing capacity (LC): from 10 kN to 50 kN,
- hooks must freely align with the force direction in the tensioner,
- use of lever extensions on tensioners is prohibited unless approved by the manufacturer,
- no load may protrude more than 2 meters beyond the vehicle's rear profile; if so, it must be marked in accordance with road traffic laws (warning signs, lighting).

Failure to comply may result in Schrag Polska refusing to proceed with loading.

**VI. Payment and Compensation**

1. If the offer, proforma invoice, or order confirmation provides for an advance or deposit to Schrag Polska, the amount paid by the Buyer shall be credited toward the final price.

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**VI. Payment and Compensation**

1. In the event of termination or withdrawal from the agreement by either Party:
  - any advance payment shall be refunded in its nominal amount, unless Schrag Polska has already incurred costs related to order execution (e.g., purchase of materials, production preparation, documentation);
  - otherwise, the advance shall be offset against the costs incurred by Schrag Polska;
  - any down payment shall be settled in accordance with Article 394 of the Polish Civil Code.
2. In case of delayed payment of the advance or down payment, Schrag Polska has the right to postpone the delivery date of the goods. The new date shall be set on the next working day after the funds are credited to Schrag Polska's bank account.

**3. Issuance and Availability of Invoices**

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3.1. Sales invoices shall be issued exclusively by Schrag Polska Sp. z o.o. as structured invoices via the National e-Invoicing System (KSeF).

3.2. In the case of sales performed on the basis of 100% prepayment, the sales invoice shall be issued after the full amount due has been credited to the bank account of Schrag Polska Sp. z o.o.

3.3. In the case of sales performed within an approved and valid trade credit limit (insured), the sales invoice shall be issued on the date of dispatch of the goods.

3.4. Upon the assignment of an identification number to the invoice within KSeF, the invoice shall be deemed duly issued and effectively delivered to the Customer.

3.5. Schrag Polska Sp. z o.o. shall not be obliged to provide invoices in paper form or in electronic form (PDF) by e-mail. The obligation to ensure access to KSeF and to retrieve the invoice from the system shall rest with the Customer.

3.6. The payment due date of the invoice shall be determined individually in the offer, pro forma invoice or order confirmation. In the case of sales performed on the basis of 100% prepayment, the payment obligation shall be deemed fulfilled upon crediting of the full amount to the bank account of Schrag Polska Sp. z o.o. In all other cases, the payment period shall commence on the day following the date of sale (dispatch of the goods).

4. In case of payment delay, Schrag Polska shall charge the maximum statutory interest for late payment in commercial transactions, in accordance with the Act of March 8, 2013, on Counteracting Excessive Delays in Commercial Transactions (Journal of Laws 2023, item 711, as amended).

5. Filing a complaint does not entitle the Buyer to withhold payment for the goods or any part thereof unless otherwise agreed in writing with Schrag Polska.

6. Until the Buyer pays the full sale price, the goods remain the property of Schrag Polska, in accordance with Article 589 of the Polish Civil Code.

7. The Buyer is obliged to collect or accept delivery of the goods on the date specified in the order confirmation or delivery document (PZ). In case of delay due to the Buyer's fault, Schrag Polska shall charge:

- a storage fee of PLN 100 net per business day;
- transportation costs if delivery fails due to the Buyer's fault. The storage fee shall apply from the 4th business day after the agreed collection date.

## VII. Scope of Liability

1. If the contract is terminated (in whole or in part) due to the fault of either Party, the responsible Party shall pay the other Party a contractual penalty of 20% of the net value of the goods affected by the termination.
2. Schrag Polska reserves the right to seek compensation exceeding the contractual penalty if the damage exceeds the penalty value, in accordance with Article 484 § 1 of the Civil Code.
3. Schrag Polska shall not be liable for indirect, consequential, or lost profit damages arising from delay, non-performance, or improper performance of obligations, especially for:

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- lost profits,
  - production downtime,
  - costs incurred by third parties or within the supply chain,
  - losses resulting from the Buyer's unfulfilled contracts.
4. Schrag Polska's total liability arising from the order subject to these GTC, regardless of legal grounds (contractual or tort), is limited to 100% of the net invoice value of the given order. This limitation also applies to:
- liability for contractual penalties,
  - possible recourse claims,
  - tort liability or unjust enrichment. This limitation does not apply in cases of gross negligence or willful misconduct.

**VIII. Competent Courts and Applicable Law**

1. All disputes arising from the execution of these GTC, contracts, or orders shall be resolved by the court of general jurisdiction with territorial competence over the registered office of Schrag Polska Sp. z o.o.
2. In international disputes, Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 ("Brussels I bis") applies, subject to the exclusive jurisdiction of Polish courts unless the Parties explicitly agree otherwise in writing.
3. The applicable law for all relationships arising from these GTC shall be Polish law, in particular:
  - the Civil Code,
  - the Act of March 8, 2013, on counteracting excessive delays in commercial transactions,
  - the Act of April 23, 1964 – Civil Code,
  - Regulation (EU) No. 305/2011 (CPR) concerning construction products,
  - national construction and transport law regulations.

**IX. General Final Provisions**

1. If any provision of these GTC proves invalid or ineffective, this does not affect the validity of the remaining provisions. The Parties shall promptly agree on a new provision that most closely reflects the original intent.
2. Any amendments or supplements to these GTC must be made in writing or electronically (email), otherwise they shall be null and void, unless otherwise required by law.
3. These GTC shall be effective from the date of their publication on Schrag Polska's website and apply to all orders placed after that date, unless expressly excluded in writing in the contract with the Buyer.

**X. Termination and Withdrawal**

1. The Parties may terminate the contract at any time by mutual written agreement.

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2. Schrag Polska may withdraw from the contract with immediate effect, without the need to set an additional deadline, if any of the following occurs on the Buyer's side:
  - failure to pay the required advance or down payment within 30 days of the agreed due date,
  - failure to deliver technical data, drawings, specifications, or other documents required for order execution,
  - failure to collect the finished goods within 60 days of the agreed collection date,
  - failure to pay for a previously delivered batch of goods or other contractual obligations to Schrag Polska, persisting for more than 30 days after the payment deadline.
3. Withdrawal by Schrag Polska shall be effected by written or electronic (email) declaration, which shall take legal effect on the date it is delivered to the Buyer.
4. Upon effective withdrawal, Schrag Polska retains the right to:
  - demand payment for work performed or goods delivered up to the date of withdrawal,
  - charge storage fees and costs incurred up to the withdrawal,
  - seek compensation for losses incurred.

**XI. Supplementary Clauses and Confidentiality**

1. In the event of discrepancies between these GTC and the content of the offer, proforma, or order confirmation issued by Schrag Polska, the provisions of the order confirmation shall prevail, provided they are explicitly accepted by both Parties in writing or electronically.
2. If any provision of these GTC proves invalid, ineffective, or contrary to the law, this does not affect the validity of the remaining provisions. In place of such a provision, the Parties shall apply a mandatory legal provision that most closely reflects the original intent and economic purpose.
3. All disputes arising from contracts based on these GTC shall be resolved by the court of general jurisdiction with territorial competence over the registered office of Schrag Polska Sp. z o.o., excluding the jurisdiction of foreign courts – unless otherwise expressly agreed in writing.
4. In matters not regulated by these GTC, the following laws shall apply:
  - the Civil Code,
  - the Act of March 8, 2013, on counteracting excessive delays in commercial transactions,
  - Regulation (EU) No. 305/2011 (CPR) – regarding construction products,
  - national construction, transport, and commercial law.
5. For international transactions exceeding the equivalent of EUR 50,000, the Parties may, by separate agreement, submit disputes to the Court of Arbitration at the Polish Chamber of Commerce in Warsaw (SAKIG) or the ICC International Court of Arbitration in Paris, in accordance with the applicable rules. If chosen, arbitration proceedings shall be

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conducted exclusively in Polish, and the arbitration venue shall be within the Republic of Poland, in accordance with the seat of Schrag Polska.

6. In the case of export to countries where enforcement of Polish court judgments may be difficult or ineffective (especially Russia, Ukraine, Belarus, Serbia, Moldova), Schrag Polska reserves the right to refuse

Do not place orders unless a separate agreement on the form of dispute resolution (e.g., via international arbitration) has been concluded. If needed, such an arrangement may take the form of an annex containing an ICC or SAKIG arbitration clause.

7. These General Terms and Conditions of Sale constitute the basis of every contract concluded by Schrag Polska, including cases involving deliveries for public investment projects or infrastructure developments subject to special regulations (in particular, the Public Procurement Law – PZP, FIDIC contract conditions, or other industry-specific specifications). Any additional requirements arising from such regulations may be introduced only by written annex to these GTC, subject to prior approval by Schrag Polska.  
Introducing different or conflicting terms without prior agreement shall be ineffective and not binding on Schrag Polska.

8. Confidentiality Clause

The Parties undertake to keep confidential all technical, commercial, and organizational information and documents obtained in connection with order execution that are not publicly available – in particular, drawings, technical specifications, individual price lists, logistics procedures, and employees' personal data.

The confidentiality obligation remains in effect during the cooperation and for a period of 3 years after its termination.

Disclosure of such information to third parties requires the prior written consent of the other Party, unless the disclosure is required by law.

9. Exclusivity of GTC Application and Admissibility of Amendments

These General Terms and Conditions of Sale constitute the exclusive basis for concluding and executing commercial contracts with Schrag Polska Sp. z o.o.

Any deviations, amendments, additions, or supplementary provisions shall only apply if previously agreed in a written annex accepted by both Parties.