

## GENERAL TERMS AND CONDITIONS OF SALES OUTSIDE POLAND (EFFECTIVE FROM 01.10.2024)

### S1. COMMERCIAL OFFER


1. It is intended only for companies and any other organizational units excluding natural persons entering into a contract directly related to their business activities, if the contract is not of a professional nature for these persons (Article 385(5) of the Civil Code), and excluding consumers, hereinafter referred to as **the Buyer**.
2. All prices contained in the offer are net prices, ex-works.
3. Terms and conditions for the Buyer, separate from the above, shall be subject to the approval of the Buyer and LECHAR Sp. z o.o., hereinafter referred to as **the Seller**.
4. As soon as the offer and these terms and conditions appear on the Seller's website, the previous offers and terms and conditions, lose their validity. This does not apply to orders placed while the previous offers and terms and conditions are valid.
5. Photos of the products in the catalog or on the Seller's website may differ from the appearance of the products on sale.

### S2. ORDER AND INVOICING

1. The order should include at least:
  - the type of products ordered, and their quantity;
  - expected date of order preparation or pickup.
2. The order can be placed by email, providing the company details and the details of the person who places the order.
3. Email orders should be delivered to the addresses listed on [www.lechar.com.pl](http://www.lechar.com.pl) under the "Contact" tab.
4. Orders are each time confirmed on the "Order Confirmation" form, which is information about the acceptance of the order for processing, according to these terms and conditions.
5. Orders for products, marked on the website [www.lechar.com.pl](http://www.lechar.com.pl) with the phrase 'on order', are realised by the Seller upon the special request of the Buyer and after:
  - acceptance (in writing or by email) of the terms of the order and,
  - payment of an advance of 50% of the order value.
6. Cancellation of an order, placed for 'on order' products:
  - a. The Buyer may file a declaration of withdrawal from an order, by sending the resignation, to the e-mail addresses, listed on the website [www.lechar.com.pl](http://www.lechar.com.pl), in the "Contact" tab.
  - b. The Buyer may cancel the order no later, than one business day, before the scheduled shipping date of the order.
  - c. For cancellation, as described above, the Buyer is obliged to pay compensation in the amount of 50%, of the order value.
  - d. After the Buyer submits a declaration of withdrawal, the Seller will include the advance payment towards the compensation.

**LECHAR SP. Z O.O.**

 6 MODULARNA STR.  
02-238 WARSAW, POLAND

 +48 22 868 67 90

 [INFO@LECHAR.COM.PL](mailto:INFO@LECHAR.COM.PL)

DISTRICT COURT FOR WARSAW CAPITAL CITY  
13TH COMMERCIAL DIVISION

**TIN** PL5210120084  
**REGON** 012113634

**KRS** 0000182044  
**BDO** 000026742

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7. Cancellation of a standard order:
  - a. withdrawal from a standard order may be accepted only by LECHAR's Purchasing Department and only if the goods have not yet been shipped to the Buyer.
8. The Buyer is obliged, before purchase, to verify with the Seller, whether the product meets his expectations (concerns technical parameters, installation method, equipment, dimensions, etc.).
9. The Seller reserves the right, without prior notice, to change the prices of products. The change in product prices, does not apply to goods, already ordered by the Buyer.

### **S3. DELIVERY TERMS AND CONDITIONS**

1. Orders are only processed on business days. Orders placed on Saturdays, Sundays and holidays will be carried out on the following working days.
2. Information about the estimated order completion time, can be received from LECHAR employees..
3. The Seller will make best efforts, to meet the agreed deadline for order preparation. The Seller is not responsible for the consequences associated with the delay in the order preparation. Partial deliveries are possible, upon agreement with the Buyer.
4. Our goods are delivered at consignee's risk, for they are intended as despatched ex-works, unless indicated otherwise in writing. Consequently, they are not insured during transport.
5. The purchase of the goods by the Buyer, takes place, when the ordered goods are released from the Seller's warehouse (handed over to the carrier for delivery). From this moment, the Buyer acquires the right to dispose of the goods as the owner.
6. Upon receipt of the shipment, the Buyer is obliged to check whether all ordered products have been delivered and whether the shipment has not been damaged.
7. In case of damage to the package during transport, the corresponding claims should be addressed to the shipper responsible for transport.
8. If the shipment is found to be incomplete, the Buyer is obliged to inform the Seller, within 3 working days, from the date of delivery of the shipment.

### **S4. TERMS OF PAYMENT**


1. The following forms of payment are applicable:
  - a. prepayment of 100% of the value of the goods to the Seller's bank account on the basis of a proforma invoice, before shipment of the goods;
  - b. delayed payment to the Seller's bank account, on the basis of an invoice.
2. The terms of payment are determined each time by the Seller, about which he informs, in the order confirmation.

### **S5 . WARRANTY CONDITIONS AND LIABILITY FOR DEFECTS IN GOODS**

1. The products are covered by a 12-month warranty from the date of sale (i.e. from the date of release of the goods).
2. The guarantor is LECHAR sp. z o.o., based in Warsaw (02-238), 6 Modularna Street.
3. In case of a defect in the product, the Buyer is entitled to the following rights:
  - a. a request for removal of a product defect,

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- b. if the product defect cannot be repaired - replacement of the defective product with a defect-free product, or a refund for the defective product, by issuing a correction to a VAT invoice.
4. Seller is not responsible for defects covered by the warranty, if these defects occurred after the order was prepared for shipment by the Seller, or by external circumstances not caused by the Seller.
5. The warranty is lost, when:
  - a. the product has been used contrary to its intended use or instructions for use,
  - b. Buyer or third parties, made repairs or modifications to the product, on their own,
  - c. damage to the product, was the fault of the Buyer or third parties.
6. The warranty does not cover wear and tear.
7. Complaints of hidden defects, shall be reported immediately after their discovery.
8. Complaints should be delivered in writing - to the postal address, or e-mail addresses, listed on the website [www.lechar.com.pl](http://www.lechar.com.pl), under the "Contact" tab.
9. The date of receipt is decisive. In the case of quality defects, the complaint must be documented with defective goods or an official statement of the defect.
10. LECHAR's response to a complaint, will be made within no more than 30 calendar days, from the date of a properly submitted complaint application, with the delivery by the customer's:
  - a. a defective product;
  - b. correctly filled out LECHAR claim form, available at [www.lechar.com.pl](http://www.lechar.com.pl).
11. The complaint procedure may be initiated by LECHAR, only when LECHAR has received all, listed in paragraph 5. item 10, elements of the application.
12. The place of performance of obligations, under responsibility for defects, is the registered office of the Seller.
13. The Buyer, apart from claims arising from product defects, is not entitled to compensation, including for lost profit as a result of delivering goods with defects.
14. The Seller excludes liability under statutory warranty in relation to entrepreneurs, organizational units and individuals entering into a contract directly related to their business activities, if the contract is of a professional nature for these persons, to the extent permitted by law.

## **§ 6. OTHER CONDITIONS**

1. Unless the Seller and the Buyer have agreed, in writing, on separate terms of cooperation - these general terms and conditions, apply to all purchase contracts between them, and are an inseparable part of the order.
2. Other matters, not covered by the above business terms and conditions, shall be regulated by the rules of the Civil Code.
3. By placing an order to LECHAR sp. z o. o., the Buyer accepts the above business terms and conditions.

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