

GENERAL CONTRACTUAL CONDITIONS
for foreign contractors of MASZROL Company

in the course of trade with MASZROL Sp. z o.o. located in Siwałka, 83-209 Godziszewo,
Poland, registered in the Register of Entrepreneurs of the National Court Register under
National Court Register number **0000081072**

1. These general contractual conditions, henceforth referred to as “contractual conditions” are regulations made by MASZROL Sp. z o.o. located in Siwałka and are in effect in the course of trade with foreign contractors (legal persons or natural persons) who dwell or are located outside the territory of Poland and who purchase or order goods or services in MASZROL Sp. z o.o.
2. Contractual conditions apply to both parties, namely persons ordering and buying goods or services and MASZROL Sp. z o.o..
3. These contractual conditions apply to orders for woodwork, namely window- and door-frame-woodwork as well as fitting building appliances offered by MASZROL Sp. z o.o.
4. These contractual conditions apply regardless of the kind of a particular detailed agreement made with a particular foreign contractor under which an order for goods or services offered by MASZROL Sp. z o.o. was completed, namely especially for deliveries or sale of goods, providing services, including installation or other kinds of agreements. These contractual conditions have priority over agreements and detailed conditions made with a particular contractor.
5. These contractual conditions have been posted on the official website of MASZROL Sp. z o.o. and are available at www.maszrol.pl. A foreign contractor has access to them at the stage of the making and completion of an order (an agreement) as well as the possibility to download them in an electronic form, store and process them.
6. The foreign contractor will be informed about these contractual conditions by MASZROL Sp. z o.o. in the form an e-mail, a fax or in writing. This will take place at the stage of placing or completing the order by the contractor. Should the contractor be informed about these contractual conditions at the stage of completion of the order, namely in the course of a contractual relation, they will be binding if the foreign contractor does not terminate the agreement in writing within three days of the date they received the notification.
7. Placing the order by the foreign contractor for service provision or goods sale in MASZROL Sp. z o.o. means that they at the same time unconditionally accept these contractual conditions.

8. Placing the order by the foreign contractor, as well as by their employees, personnel or persons entitled to do so by them, will be treated as placing the order by the persons having the power to represent the foreign contractor, regardless of the legal or factual relationship existing between the contractor and these persons. This regulation applies to all statements and correspondence, including these made in a written, oral or e-mail form, at the stage of order placement or when the agreement is under way. The foreign contractor is obliged to ensure that their representatives have the power of attorney.
9. Both parties unanimously agree that in case of purchase of goods or services ordered in MASZROL Sp. z o.o. the registered office of MASZROL Sp. z o.o. is the only place of agreement fulfillment, especially regardless of the place in which the order was placed or completed. These contractual conditions are the proof and confirmation that the registered office of MASZROL Sp. z o.o. is the only place of agreement fulfillment. This clause is not subject to any exceptions.
10. The prerequisite for MASZROL Sp. z o.o. to start the completion of a particular order is a prepayment made by the foreign contractor for the ordered goods or services in the amount agreed by the parties.
11. These contractual conditions shall also mean the agreement between both parties on the jurisdiction within the meaning of national and international rules, especially the Council Regulation (CE) No 44/2001 of 22 December 2000 on the jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. The parties hereby agree that any possible disputes that can result from commercial contracts (agreements) for goods or services offered by MASZROL Sp. z o.o. and ordered by the foreign contractor to be referred to the proper Court of Law in Poland with territorial jurisdiction proper to the registered office of MASZROL Sp. z o.o. Any disputes shall be settled under Polish law.
12. To all matters not settled herein, provisions of Polish law shall apply, in particular the provisions of the Civil Code.
13. These contractual conditions apply to commercial contracts for goods and services placed after 01/09/2013.