

General Terms and Conditions of Sale
Icon Concept, Icon Concept Design, and Icon Loft Products
Icon Group Sp. z o.o.

(version effective from 26.07.2023)

Definitions:

Consumer - A Buyer who is a natural person engaging in a legal transaction with the Producer that is not directly related to their business or professional activities

Buyer - Any entity purchasing Icon Concept, Icon Loft brand Products

GTC - these General Terms and Conditions of Sale

Producer - Icon Group Sp. z o.o. headquartered in Wrocław, ul. Pielęgniarska 3A, KRS: 0001026259, NIP: 8952254976, REGON: 524793957

Product - movable items, goods, and services to be sold under a sales contract concluded between the Producer and the Buyer

Standardized Product - a product available in the Producer's online store with predetermined dimensions and characteristics that do not require individual specification during the ordering process

GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

1. Producer. Subject and Order Procedure

These GTC (General Terms and Conditions of Sale) specify the rules of cooperation in the sale and delivery of Products offered by the Producer. These GTC are an integral part of every offer, order, and agreement concluded by the Producer. Placing an order or entering into cooperation regarding sales or deliveries constitutes acceptance of these GTC. Agreements, arrangements, annexes, and amendments that supplement or differ from the provisions of these GTC take precedence over the provisions of the GTC if they have been explicitly made in writing between the parties or confirmed in writing by Icon Group. These GTC are published on the Producer's website at www.icon-concept.pl/ows.

- 1.1. The Producer declares that Icon Loft Steel Doors Products—excluding standardized Products—are custom-made steel joinery products manufactured by the Producer to the individual order of the Buyer, with a specified general characteristic and standard of execution and parameters individually determined by the Buyer. By ordering a specific Product, the Buyer declares that they are familiar with its characteristics, including the method and material of execution, and the standard of finishing.
- 1.2. Before placing an order for a given product, the Buyer sends or provides the Producer with preliminary—self-calculated—dimensions of the product selected from the product templates available from the Producer, indicating the type of Product to be ordered, along with all available technical documentation of the premises where the installation is to be mounted, which may be relevant to its dimensions or individual adaptation to the Buyer's needs.
- 1.3. Based on the data and documentation provided by the Buyer, the Producer makes a preliminary valuation of the Products and sends it to the Buyer. Along with the valuation, the Producer provides an estimated order completion date and, if necessary, a proposed date for taking natural measurements at the Buyer's premises, as well as the amount of the advance payment required after order acceptance and the payment deadline.
- 1.4. An order is considered placed when the Buyer accepts the presented GTC, the preliminary valuation, the estimated completion date, and, if necessary, the proposed date for taking natural measurements, as well as the amount and payment deadline of the advance payment. The parties may agree on a different date for taking natural measurements than proposed by the Producer. If this affects the estimated order completion date, the Producer will inform the Buyer accordingly.
- 1.5. Upon receiving the Buyer's acceptance of the order terms specified in point 1.3 above, the Producer issues a proforma invoice with the amount and payment deadline agreed upon by the parties. The amount of the advance payment resulting from the proforma invoice is at least 40% of the estimated Product valuation and is determined individually.
- 1.6. If a natural measurement is not necessary, the Producer will begin order execution immediately after the full amount of the advance payment is credited to the bank account specified on the proforma invoice. Late payment of the advance payment may result in a change in the order completion date. In such a case, the Buyer is not entitled to withdraw from the contract (unless the Buyer is a Consumer and is

- purchasing a standardized Product). A delay in the advance payment exceeding 14 days entitles the Producer to withdraw from the contract due to the Buyer's fault without granting an additional deadline for payment.
- 1.7. If a natural measurement is necessary for order execution, after paying the advance payment under the conditions specified in point 1.6, the Producer will take such measurements at the Buyer's premises on the date agreed by the parties or proposed by the Producer and accepted by the Buyer. The Buyer agrees to make the prepared premises available in a condition that allows for measurements to be taken. The premises must have laid floors and finished walls in the area where the Products will be installed. Failure to make the premises available on the planned measurement date may result in an extended order completion date, in which case the Buyer is not entitled to withdraw from the contract. Failure to make the premises available despite scheduling the measurement date without canceling it at least 24 hours in advance entitles the Producer to demand a contractual penalty of PLN 1,200 net plus PLN 3 per kilometer of travel from the Producer's headquarters to the premises and back. Payment of the contractual penalty by the Buyer is a condition for scheduling a new measurement date.
 - 1.8. After taking natural measurements, the Producer sends the Buyer technical documentation of the planned installation, along with its final valuation and proposed installation or shipping date. After taking natural measurements, the Buyer agrees not to make any changes to the premises where the Products are to be installed that could alter the characteristics or dimensions of the Products. During the measurements, the Producer's employees may provide recommendations regarding modifications to the premises to improve product usability (e.g., making appropriate reinforcements). The Buyer is solely responsible for adhering to these recommendations, and the Producer is not liable for any damages resulting from the installation and use of Products in premises where the recommended modifications have not been made.
 - 1.9. The Buyer may accept the documentation, valuation, and installation date specified in point 1.8 without reservations or propose corrections. In the case of acceptance without reservations, the Producer proceeds with order execution. In the case of proposed corrections, the parties may agree on a new valuation and order completion date, calculated from the moment of final acceptance of the revised documentation.
 - 1.10. After acceptance as indicated in point 1.9, no changes to the order can be made unless the parties agree otherwise, which may result in changes to the valuation, installation, or shipping date.
 - 1.11. The Producer promptly informs the Buyer about the completion of the production of the ordered Products. Before starting the installation, the Buyer is obliged to pay an additional advance payment of 50% of the order value. Prior payment of this advance payment is a condition for the installation of the Products, and in case of non-payment or delay by the Buyer, the Producer is not responsible for untimely installation.
 - 1.12. If the ordered Products require installation by the Producer's employees, the Buyer will make the premises available for installation on the agreed date. The premises should meet the following conditions:
 - 1.12.1. Free or Buyer-paid parking space available for the installation team;
 - 1.12.2. Ability to carry or transport Products via elevator;
 - 1.12.3. Access to electricity and adequate lighting;
 - 1.12.4. Toilet facilities available for the installation team;
 - 1.12.5. Ability to work freely between 7 am and 10 pm.
 - 1.12.6. If the premises do not meet these conditions on the agreed installation date, the Buyer will bear the full cost of installation on a newly agreed date (including travel costs and installation team wages). The same applies if the Producer finds that changes have been made to the premises after the natural measurements that affect the characteristics or dimensions of the Product. In such a case, the Producer will stop the installation, take new natural measurements, and may determine a new valuation and order completion date.
 - 1.13. The Producer is not responsible for imperfections in construction work carried out by the Buyer or their contractors, such as uneven walls or floors, and the resulting effects, such as gaps between frames and glazing. After installing doors and partitions, finishing the opening is the Buyer's responsibility. The Producer does not perform masonry, plastering, or other finishing works. The Producer may, for a fee, finish the opening with steel trims if possible.
 - 1.14. The Producer is not liable for damages to the property related to the proper execution of the installation, particularly for painting losses. The Buyer is aware that the installation process involves increased noise

and dust levels and agrees to release the Producer from any potential liability to third parties in this regard.

- 1.15. The binding order completion date is the date specified after the advance payment mentioned in point 1.5 and the final acceptance of the technical documentation by the Buyer. Completion dates may be extended in the event of force majeure (e.g., strikes, delayed deliveries, breakdowns, accidents). In such a case, the party affected by force majeure is not responsible for the delay in order completion, provided they inform the other party of the cause and the estimated delay period.
- 1.16. In case of untimely order completion, the Producer will pay the Buyer a contractual penalty of 0.3% of the order value for each week of delay in the installation or delivery of Products. If the Producer delays only part of the order, the contractual penalty mentioned above is calculated only on the value of the Products not installed or delivered on time. In any case, the maximum amount of the contractual penalty cannot exceed 5% of the order value. The parties exclude the possibility of claiming compensation for delay exceeding the amount of the contractual penalty.
- 1.17. The parties exclude the possibility of withdrawing from the contract under Article 635 of the Civil Code.
- 1.18. If the Producer's delay in order completion exceeds the time in which the contractual penalty specified in point 1.16 reaches 5% of the order value, the Buyer may call on the Producer to complete the order, setting a deadline of not less than 2 weeks. After the ineffective expiration of this deadline, the Buyer may withdraw from the contract in the part that has not been completed. This provision modifies the rules specified in Article 491 of the Civil Code.
- 1.19. After completing the installation, the parties or their representatives (authorized employees) sign a handover protocol. The protocol records the acceptance of the Products without reservations or describes defects found during the handover.
- 1.20. After completing the installation, the Buyer pays the final payment of 10% of the order price based on the final VAT invoice issued by the Producer, with a payment deadline of 3 days.

2. Delivery of orders

- 2.1. The order is delivered to the address specified by the Buyer in the order.
- 2.2. The Producer is responsible for the delivery of the order, except when the transport is organized by the Buyer.
- 2.3. The cost of delivery is covered by the Buyer according to the table below

distance in km	transport fee PLN
0-100	300 PLN
101-200	350 PLN
201-300	420 PLN
301-400	500 PLN
401-500	560 PLN
>500	600 PLN

country	minimal transport fee EUR
Germany	300 EUR
Netherlands	300 EUR
Belgium	400 EUR
Great Britain	450 EUR

- 2.4. The Buyer is obliged to verify the shipment to ascertain if any loss or damage occurred during transportation and to take all necessary actions to establish the carrier's liability. The Buyer must also inform the Producer in writing about the situation.
 - 2.5. In the case of discovering a quality or quantity defect after receiving the delivery, the Buyer must secure the Product in an undisturbed condition until the complaint is reviewed by the Producer, in particular, the Buyer has no right to use the disputed Product under the penalty of losing the right to any claims against the Producer.
3. Producers warranty
- 3.1. The Producer provides a warranty for the ordered Products for a period of 24 months from the date of:
 - 3.1.1. Completion of the installation and signing of the acceptance protocol by the Buyer;
 - 3.1.2. Receipt of the Product by the Buyer, in the case where the installation service was not utilized.
 - 3.2. Defects related to the paint coating of steel elements of Icon Loft Products are covered by a 5-year warranty.

- 3.3. The warranty is confirmed by the VAT invoice issued by the Producer, provided that 100% of the product price, including any installation costs, has been paid.
- 3.4. The warranty covers defects in Products that may become apparent during the warranty period, resulting in a reduction of the Product's usability or visual quality.
- 3.5. The warranty does not cover defects resulting from improper use, improper storage, improper maintenance, mechanical damage, or accidental events, as well as visual and quality defects resulting from normal wear and tear. Similarly, the properties of the Product, known to the Buyer and resulting from the general characteristics of the Product, do not constitute a defect. Additionally, the following properties of the Products, resulting from the applied production and finishing techniques, are not considered defects that warrant warranty claims:
 - 3.5.1. Any glass and paint coating defects smaller than 5 mm without defect accumulation (4 defects within a distance of less than 200 mm from each other);
 - 3.5.2. Linear defects (scratches, abrasions) up to 30 mm in length;
 - 3.5.3. Gaps between glazing profiles up to 6 mm.

4. Complaints under warranty

- 4.1. For Products delivered to the Buyer without installation carried out by the Producer, quality, quantity, and mechanical damage complaints must be submitted in writing in the form of a protocol at the time of receipt of the Product. If any damage or shortages of Products are found, a protocol including the aforementioned defects must be drawn up in the presence of the courier or a representative of the transport company. Such a protocol is the basis for filing a complaint.
- 4.2. In the case specified in point 4.1 above, the Buyer is obliged to check the quantity and quality of the delivered Products immediately upon receipt of the Products, checking the number of packages/pallets against the waybill, the condition of the packaging – in particular, whether they show any visible signs of damage – and then the quantity and quality of the delivered Products.
- 4.3. If the Buyer does not submit a written complaint to the Producer within 3 days from the drawing up of the protocol of mechanical damage, quantity shortages, or quality defects found at the time of delivery, the delivery is considered to be completed without reservations.
- 4.4. In the case of installation of Products carried out by the Producer, the Buyer is obliged to report any mechanical damages, quantity shortages, or quality defects in the acceptance protocol drawn up in the presence of the Producer's representative. Such a protocol is the basis for filing a complaint. Failure to indicate the aforementioned defects in the protocol may result in the rejection of the complaint by the Producer.
- 4.5. In the case of defects arising or revealed during the use of the Product, the Buyer is obliged to file a complaint immediately after the defect is revealed.
- 4.6. For a complaint to be valid, it must indicate the sales invoice and accurately specify the Product. The Buyer should attach a description of the defect along with its photographs to the complaint.
- 4.7. After filing a complaint, the Buyer is obliged to secure the Product to prevent the defect from worsening. Any repairs carried out independently by the Buyer are prohibited and may result in the loss of warranty claims.
- 4.8. The Producer will review the complaint promptly, no later than 14 days from the receipt of the complaint.
- 4.9. If the complaint is accepted in accordance with the Buyer's request, the Producer will:
 - 4.9.1. Carry out a free replacement or repair of the Products; or
 - 4.9.2. Provide the Buyer with a discount on the next order equivalent to the value of the missing or non-compliant quality elements of the Product; or
 - 4.9.3. Conclude a separate agreement with the Buyer indicating a different way of satisfying the Buyer's claims than those mentioned above.
- 4.10. The choice of the method of implementing a validly filed complaint rests with the Producer.
- 4.11. The complaint may cover Products used in accordance with their intended purpose and installed following the principles of correct installation. If the goods have been transported outside the borders of the Republic of Poland, the complaint will be considered provided the goods are delivered to the Producer's headquarters.
- 4.12. If the Product is made according to the Buyer's data (drawings, measurements), the Producer is not responsible for the accuracy of the Buyer's measurements and drawings, and the Buyer's complaint concerning only the above issues will be deemed unfounded.
- 4.13. In the case of an unfounded complaint claim, the Producer may charge the Buyer for the costs incurred in considering the complaint, unless the Buyer is a Consumer.
- 4.14. The above provisions do not replace or infringe on the rights arising from generally applicable laws in Poland.

5. Warranty

- 5.1. The parties exclude the Producer's liability to the Buyer for physical defects of the Products under the warranty, in accordance with Article 558 of the Civil Code, unless the Buyer is a Consumer. The parties agree that the Producer's liability for damages to the Buyer who is not a Consumer is limited to damages caused by intentional fault.
- 5.2. Except as otherwise provided in these GTC, the Producer's liability to the Buyer for lost profits, contractual losses, and any consequential damages is excluded, unless the Buyer is a Consumer.

6. Basic Information About Icon Loft Products

- 6.1. Products from the Icon Loft line are doors and partition walls made using steel joinery technology, which has specific features characteristic of this technology.
 - 6.2. Icon Loft products are designed and manufactured based on proprietary technological solutions, knowledge, and experience of the company.
 - 6.3. Icon Loft products are custom-designed and made to order. Customization to client needs involves delivering the Product to the specified dimensions, meeting the functional and aesthetic features agreed between the parties. Icon Loft products are not customized in terms of technological solutions such as the type and size of steel profiles, type of hinges, type of handles, or knobs as part of the standard service.
 - 6.4. Icon Loft products are largely handmade using artisanal methods, which results in a certain level of imperfection in the finish of welds and joints.
 - 6.5. Icon Loft products, especially structures containing doors, have appropriate tolerances up to 10 mm around the glazing perimeter and up to 6 mm within the glazing due to technological reasons. These tolerances do not apply when installed in a crooked door opening, where installing leveled doors will result in larger gaps. The contractor is not responsible for gaps caused by crooked walls, ceilings, and door openings.
 - 6.6. Icon Loft products are protected with specialized chemicals and powder-coated. The durability of the coating depends solely on the way the doors are used. The coating is not resistant to impacts and scratches caused by harder objects. Improper maintenance using rough materials or chemicals may result in scratching the coating. To avoid damage and maximize the longevity of the coating, it should be cleaned only with a slightly damp, soft cloth.
 - 6.7. The glass or construction of the Icon Loft system does not guarantee a thermal, acoustic, or odor barrier, which results from the material properties and the characteristics of the steel system.
 - 6.8. The glass and construction do not provide a protective barrier. Static calculations of the glass do not account for heavy pressure loads.
 - 6.9. Self-replacement of damaged glass or any interference or repairs carried out by third parties during the warranty period may result in its expiration.
 - 6.10. Standard Icon Loft products use transparent VSG 3.3.1 laminated safety glass. Other types of glass are available at an additional cost on client order. Choosing non-standard glass and services like tempering may extend the order processing time.
- ## **7. Personal data**
- 7.1. In fulfilling the informational obligation under GDPR, we inform you that the Producer is the administrator of your personal data.
 - 7.2. For matters related to personal data protection, you can contact the Producer via email: info@icon-concept.pl.
 - 7.3. The Producer takes all measures to ensure physical, technical, and organizational protection of personal data against accidental or intentional destruction, accidental loss, alteration, unauthorized disclosure, use, or access, in accordance with all applicable laws.
 - 7.4. The legal basis for processing your personal data is:
 - 7.4.1. Article 6(1)(b) GDPR – where processing is necessary for the performance of a contract to which the data subject is a party or to take steps at the request of the data subject prior to entering into a contract;
 - 7.4.2. Article 6(1)(c) GDPR – where processing is necessary for compliance with a legal obligation to which the Producer is subject;
 - 7.4.3. Article 6(1)(f) GDPR – where processing is necessary for the purposes of the legitimate interests pursued by the Producer or a third party.
 - 7.5. Personal data is processed for the following purposes:
 - 7.5.1. Issuing and storing invoices and accounting documents;
 - 7.5.2. Executing shipments of goods and accounting documents;
 - 7.5.3. Fulfilling the Buyers' rights related to claims under warranty or guarantee;

- 7.5.4. Performing the provisions of contractual agreements concluded with Buyers.
 - 7.5.5. Marketing purposes
 - 7.6. Personal data is processed for the following periods:
 - 7.6.1. In the case of issuing an accounting document, for the period required by Polish law – 5 years;
 - 7.6.2. In the case of a purchase, for at least the period of warranty and guarantee, as well as the period necessary for possible claims between the parties.
 - 7.7. The Producer processes the following personal data:
 - 7.7.1. For invoicing purposes:
 - 7.7.1.1. Name and surname, company name;
 - 7.7.1.2. Address details (city, street, number, postal code);
 - 7.7.1.3. Email address for document delivery;
 - 7.7.1.4. Tax identification number (NIP) and company name;
 - 7.7.2. For shipment purposes:
 - 7.7.2.1. Name and surname;
 - 7.7.2.2. Address details (city, street, number, postal code);
 - 7.7.2.3. Email address;
 - 7.7.2.4. Contact phone numbers;
 - 7.8. Personal data may be transferred to courier companies and the Polish Post for the purpose of shipping goods.
 - 7.9. Regarding the processing of your personal data, you have the right to:
 - 7.9.1. Request access to your personal data from the Producer;
 - 7.9.2. Request rectification of your personal data from the Producer;
 - 7.9.3. Request deletion of your personal data from the Producer;
 - 7.9.4. Request restriction of processing of your personal data from the Producer;
 - 7.9.5. Object to the processing of your personal data;
 - 7.9.6. Data portability;
 - 7.9.7. Lodge a complaint with a supervisory authority if you believe that the processing of personal data violates GDPR regulations.
 - 7.10. The Producer declares that personal data is not transferred outside the European Economic Area (EEA).
 - 7.11. Personal data will not be processed in the form of profiling.
 - 7.12. Personal data will not be used for automatic decision-making.
 - 7.13. Personal data will not be used for marketing purposes.
 - 7.14. Providing your personal data is a contractual requirement. Providing personal data is voluntary, and the consequence of not providing it will be the inability to execute agreements.
- 8. Final provisions**
- 8.1. The Buyer declares that they have read and accept the GTC, which form an integral part of the arrangements between the parties. If no separate agreement is made between the Buyer and the Producer, these GTC, along with the Buyer's order accepted and confirmed for execution by the Producer, constitute a binding agreement for each commercial transaction between the Producer and the Buyer. If the agreement is in writing, the GTC is an attachment to the agreement and may be modified by the provisions of the agreement.
 - 8.2. In case of discrepancies between these GTC and the concluded agreement or order confirmation, the terms of the agreement and the conditions of the accepted order take precedence.
 - 8.3. If any provision of these general terms and conditions is invalid or declared invalid by a court, the remaining terms and conditions remain in force.
 - 8.4. The parties to the agreement executed under these GTC undertake to maintain confidentiality and not disclose information regarding its subject, terms, and any personal data. The processing of personal data will be carried out under the terms and conditions specified in the relevant legal provisions.
 - 8.5. The parties declare that their designated representatives are authorized to bindingly represent and dispose of property rights for the amounts covered by the submitted order, under the penalty of personal liability for damages that may arise from ineffective representation.
 - 8.6. If the parties conduct bilateral correspondence in electronic form, such form of contact is also considered binding.
 - 8.7. The Buyer does not have the right to offset their receivables against the Producer with their obligations to the Producer or to assign receivables against the Producer arising from agreements concluded with the Producer, without the prior written consent of the Producer.

- 8.8. Disputes that may arise in connection with the execution of the agreement are subject to resolution by the court having jurisdiction over the Producer's registered office unless the Buyer is a Consumer.

Consumer Declaration

A Buyer with Consumer status declares that they are aware that, in accordance with Article 38(1)(3) of the Act of May 30, 2014, on Consumer Rights, the right to withdraw from a contract concluded outside the business premises or at a distance does not apply to a consumer with respect to contracts where the subject of the service is a non-prefabricated item produced according to the consumer's specifications or serving to satisfy their individualized needs. Therefore, by purchasing a customized Product from the Producer, the right to withdraw from the contract as referred to in Article 27(1) of the aforementioned Act does not apply.