

# Rules of the Internet Website Offered by Oknoplast sp. z o. o. with the Registered Office in Ochmanów (hereinafter referred to as the Rules)

## I. General Provisions

1. The Rules specify the types, scope, and terms and conditions of Websites provided by electronic means within Internet Websites under domains oknoplast.com.pl, oknoplast.de, oknoplast.fr, oknoplast.it, oknoplast.cz, oknoplast.sk, oknoplast.hu, aluhaus.com.pl, aluhaus.com.de, aluhaus.cz, aluhaus.sk, aluhaus.hu, oknoplast.se, oknoplast.no, oknoplast.com, (hereinafter referred to as the **Website**), as well as the rules of personal data and privacy protection of Customers that are natural persons.
2. Any Service provided within the Website is subject to the Rules, unless separate rules concerning a particular Service are established, stating otherwise.
3. Prior to making use of the Website for the first time, the Customers shall become acquainted with the Rules.
4. The Customer agrees to make use of the Website based on the Rules, by making use of websites under domains oknoplast.com.pl, oknoplast.de, oknoplast.fr, oknoplast.it, oknoplast.cz, oknoplast.sk, oknoplast.hu, aluhaus.com.pl, aluhaus.com.de, aluhaus.cz, aluhaus.sk, aluhaus.hu, oknoplast.se, oknoplast.no or oknoplast.com.
5. Starting from his/her first use of the Website, the Customer shall comply with the provisions of the Rules.
6. If the Customer does not accept the below mentioned terms and conditions of using the Website, he/she shall immediately stop making use of it and delete any information or data acquired in connection with such use.
7. The terms used in the Rules have the following meaning:
  - **Oknoplast** – Oknoplast sp. z o.o. with its registered office in Ochmanów, address: Ochmanów 117, 32-003 Podłęże, entered in the Register of Entrepreneurs maintained by the District Court for Kraków-Śródmieście in Kraków, 12th Economic Division of the National Court Register, under the number KRS: 0000141430, Tax Identification Number (NIP): 678-00-38-167, REGON: P-350661450.
  - **Customer** - a person making use of the Websites provided by Oknoplast within the Website, that are subject to the Rules.
  - **Services** - all services provided by Oknoplast to Customers by electronic means, within the Website and based on the Rules.
  - **Materials** - any materials, names, drawings, films, logos, contents or parts thereof included in the Website.
  - **Trade Partner / Distributor** - an entrepreneur carrying out, in the course of his/her own business activity, retail sales of Oknoplast products in his/her own showrooms, who has accepted General Terms of Cooperation or concluded the cooperation agreement with Oknoplast.
  - **Personal data** – any information on the Customer acquired from or made available by the Customer with the use of automatic tools in order to satisfy the requirements necessary for Website operation.

## II. Type and Scope of Offered Electronic Services, and Terms and Conditions of Their Provision

1. Any information contained in the Website, including in particular price lists, delivery terms and promotion rules, constitutes general trade information aimed at presenting Oknoplast activities and its trade offer to the Customer, and contributing to the promotion of products and Websites by Oknoplast. Such information shall not be treated as an offer in the meaning of Article 66(1) of the Polish Civil Code, and as such it is not binding for Oknoplast. It provides only an invitation to negotiations in the meaning of Article 71 of the Polish Civil Code.

2. Any product images and colour samples placed in the Website are presented by Oknoplast using the highest degree of diligence, however their presentation is of purely informational character and may deviate from real product images or colours, depending in particular on the type and settings of Customer's computer. In view of the above, possible minor deviations from product colour scheme or image placed in the Website shall not constitute the basis for a claim. In order to determine properties of ordered products, data specified in the agreement concluded with Oknoplast or its distributor, including order specification constituting an integral part of such agreement, shall be meaningful. Oknoplast shall accept no responsibility or liability for any damage arising from reliance exclusively on the Website content.
3. Any photographs placed in the Website are of purely informational and illustrative nature, and the real appearance of the products, their colours or other elements presented on the photograph may deviate from their photographic presentation.
4. Oknoplast reserves the right for possible amendments of technical parameters and design of certain products, and for the use - whenever necessary - of substitute raw materials that, however, do not lead to substantial impairment of quality and have no significant impact on appearance and function of a particular product. Oknoplast reserves also the right to sell products for prices other than the ones specified in the Website in case of errors, and to change VAT rates or introduce new taxes or other fees. Oknoplast products shall be sold exclusively to individual orders. Prior to ordering the product, the Customer shall verify all product features with Oknoplast distributor (more about the current distributors can be found [here](#)), including in particular product price, properties, colour, availability and possibility of product installation in the Customer's room / building.
5. Oknoplast spares no effort in order to make information presented in the Website reliable, complete, true and updated. However, Oknoplast shall accept no responsibility or liability for accuracy or suitability of information included in the Website for particular purposes. The risk connected with making use of such information shall be borne entirely by the Customer. Oknoplast shall accept no responsibility or liability for possible losses, costs or damage, whether direct or indirect, irrespective of their nature and size, that may be incurred by the Customer in connection with making use of information displayed in the Website.
6. In order to make use of the Services offered within the Website, including in particular the possibility offered to the Customers of browsing and reading materials and information (texts, photographs, graphics, data, etc.) placed in the Website, registration shall not be required.
7. The Services shall be made available in the Website free of charge.
8. In order to make proper and complete use of the Website, the Customers shall:
  - a. have at their disposal a device providing access to Internet network and enabling the use of browsers such as: Internet Explorer, Google Chrome, Mozilla Firefox, Opera, Safari; minimum screen resolution of 1024 x 768 pixels,
  - b. have email account whenever required by a particular Service.
9. Making use of specific applications of the Website may depend on software installation such as Java, Java Script, Silverlight, and acceptance of cookies files, as informed by Oknoplast in the Website.
10. The Website may include links to other websites functioning independently from Oknoplast and not controlled by Oknoplast; in particular, other websites may have their own rules for personal data protection, and the Customer should get acquainted with such rules before visiting any website based on links included in the Website. Links to other websites are given for purely informational purposes. Oknoplast shall accept no responsibility or liability for information supplied by such websites, or gathered via them.
11. Oknoplast reserves the right to temporarily restrict access to the Website in the case of server failure or due to the need to carry out necessary maintenance works, or server or Website overview or extension.
12. Oknoplast reserves the right to change and/or delete any type of Material or application included in the Website, at any time and without advance notice.

### **III. Terms and Conditions for Conclusion and Termination of the Agreement on Service Provision by Electronic Means.**

1. The agreement on Service provision shall be concluded at the moment when the Customer carries out any activity in the Website (e.g. browsing information and materials placed in the Website).
2. The agreement on Service provision shall be terminated in result of the Customer ceasing making use of the Website.

#### **IV. The Rules of Making Use of the Website**

1. The following activities are forbidden:
  - a. placement, transfer or distribution of any information, data, materials or contents via the present Website, that might be harmful, obscene, defamatory or non-compliant with law, the Rules or decency in any other way, or that might infringe the rights of other persons,
  - b. making use of software, programmes or equipment with the intention to interfere or attempt to interfere in the operation or functionality of the Website or Services, including via transmission of files containing damaged data or viruses, or making them available in any other way,
  - c. changing or modifying Website appearance or layout, or the source code of the website hosting the Website,
  - d. creating hyperlinks to the Website without prior written consent of Oknoplast.
2. Oknoplast reserves the right to deny access to the Website upon stating (at own discretion) that the Customer infringed the present Rules, as well as in the case of reasonable suspicion that the Website is or may be used by the Customer for abuses, or it is used not in conformity with applicable legal regulations, the Rules or good practice, and in particular when the Customer:
  - a. makes use of the Website or Services in order to distribute vulgar contents, or the contents of abusive, racist, pornographic nature or of any other nature that might infringe legal regulations or good practice, or
  - b. makes use of the Website in order to distribute unordered trade information, advertising or promotional contents, or
  - c. behaves in a way described in sub-point 1, or
  - d. behaves in a way other than the ones described in sub-points (a)-(c) above, that might pose a threat of damage to Oknoplast, other Customer or the third person.
3. The Customer shall not be entitled to:
  - a. make use of applications, programmes or Materials included in the Website not in accordance with their intended use or the functions of an application or a programme, both during making use of them, as well as with the use of foreign software or applications that are not part of the Website,
  - b. make use of applications or programmes included in the Website in order to create new software or other technology forms based on basic functions of an application or a programme included in the Website or using their functions, at any stage of design or testing of the new software or other technology form,
  - c. make use of applications, programmes or Materials included in the Website for commercial purpose and in order to gain any material benefits.

#### **V. Principles of Liability**

1. Oknoplast shall accept no responsibility or liability for any damage, direct or indirect, connected with making use of the Website, including loss of programmes or data placed in Customer's IT system. The Customer shall bear sole liability for undertaking any safety precautions necessary to ensure that any Material or application uploaded from the Website and subsequently used by the Customer is not infected with virus, worm or any other harmful element.
2. The Customer shall make use of information, Materials and applications included in the Website on his/her own responsibility. Oknoplast shall accept no responsibility or liability for possible losses, costs or damage,

whether direct or indirect, irrespective of their nature and size, that may be incurred by the Customer in connection with making use of the Website.

3. Oknoplast shall accept no responsibility or liability for the Customer's lack of opportunity to make use of the Website, for delayed update of information or Materials included in the Website, or for damage or loss resulting from possible delays or irregularities in establishing connection with the Website, electricity supply, provision of telephone Websites, or faulty operation of Internet network, or any other reason beyond Oknoplast control.

## **VI. Complaint Procedure**

1. Claims concerning Services referred to in the Rules may be submitted by the Customer with registered letter forwarded to the address: Oknoplast Sp. z o.o. z siedzibą w Ochmanowie 117, 32-003 Podłęże, or via e-mail to the address: [biuro@oknoplast.com.pl](mailto:biuro@oknoplast.com.pl)
2. Any questions, opinions and conclusions concerning Website functioning may be submitted in a way indicated in sub-point 1 above.
3. The Customer shall submit a claim within 14 days from the day of disclosing the event being the reason for the claim.
4. The claim shall include a first name, family name and postal / email address of the Customer.
5. Claims shall be considered within 14 days from the date of their receipt by Oknoplast.
6. The Customer shall be informed on Oknoplast decision with the registered letter delivered to the postal address given in his/her registered letter, or to the email address from which the claim was sent.

## **VII. Personal Data Protection**

In reference to the use of the Website by the Customer, Oknoplast collects Personal data to the extent necessary to provide the Services as well as information about the Customer's activity on the Website. The detailed principles and purposes of the processing Personal data collected during the use of the Website by the Customer can be found [here](#).

## **IX. Protection of Intellectual Property Rights**

1. Any application, programme or Material or parts thereof included in the Website, as well as any other elements of the Website and website where the Website is available, their layout and appearance, including source code, and relevant intellectual property rights relating to them (including, but not limited to, any copyright and industrial property right), are the exclusive property of Oknoplast, unless clearly indicated otherwise at a given application, programme, Material or part thereof.
2. Making use of the Website shall not mean the acquisition by the Customer of any intellectual property right to applications, programmes or Materials, or any other element of the Website or website where the Website is available, their layout and appearance, including the source code.
3. For the validity period of concluded agreement on providing Websites by electronic means, Oknoplast shall grant to the Customer non-exclusive, non-transferable and territorially unlimited license for the use of applications, programmes and Materials included in the Website, exclusively for the Customer' personal use.
4. The license referred to in sub-point 2 above shall not cover the right to:
  - a. modify Materials,
  - b. grant further licenses for applications, programmes or Materials included in the Website,
  - c. sell, lend, or transfer to the third person, in any form, of any applications, programmes or Materials included in the Website,
  - d. re-engineer, decompile, deassembly, introduce corrections, modify, translate, carry out any tests aimed at gaining access to the source code of the Website, or any applications or programmes included in the Website, as well as create products and programmes of derivative nature in relation to the Website, application or programme included in the Website.

5. It is forbidden to disclose, copy, reproduce, place on the market, publish, disseminate, duplicate, distribute the Materials, either complete or part thereof, to any other purpose than the one indicated in sub-point 2 above, without prior written consent of Oknoplast.
6. It is forbidden to disclose, copy, modify, reproduce, place on the market, publish, disseminate, duplicate, distribute and sell any elements of the Website or website, their layout, appearance or source code, either complete or part thereof, without prior written consent of Oknoplast.

### **Final Provisions**

1. Oknoplast reserves the right to introduce changes into the present Rules at any time, however the change in the Rules shall not affect the rights and obligations of the Customer acquired before such change. Prior to making use of the Website, the Customer shall become acquainted with the current version of the Rules. Any subsequent use of the Website, bearing a later date than the date of introducing the changed version of the Rules into the Website, shall be considered the Customer's consent to the principles included in the contents of the changed Rules.
2. All matters not regulated in the Rules shall be subject to the provisions of the Polish law, in particular the provisions of the Polish Civil Code.
3. Any dispute arising from the use of the Website shall be settled by the competent court.
4. The Rules shall enter into force on the date of its publication in the Website.