



SPÓŁKA AKCYJNA

WYPOSAŻENIE SALONÓW FRYZJERSKICH

tel. +48 694 233 000

ul. Julianowska 59a, 05-500 Piaseczno

General Terms and Conditions of Sale

These General Terms and Conditions of Sale complete the regulations governing commercial relations between Customers and AYALA S.A. as described in the overarching documents, i.e., the Commercial Contract and its' annexes.

DEFINITIONS :

DOK – Customer service department

SELLER: AYALA S.A.

BUYER: an entrepreneur who has entered into a Sales Contract with the Seller or is conducting negotiations with the Seller to conclude such Contract.

SALE CONTRACT: a contract under which the Seller agrees to transfer ownership of specific goods to the Buyer and deliver them to the Buyer, and the Buyer agrees to accept delivery and pay the price.

OWS: General Terms and Conditions of Sale (between businesses).

INFORMATION EXCHANGE

Please direct all correspondence, questions, or comments regarding order fulfilment to the Customer Service Department at AYALA S.A.:

CENTRAL

+48 694 233 000

§ 1. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale apply to all Sales Contracts and offers for sale in which AYALA S.A. appears as the Seller and another business entity as the Buyer.
2. OWS are an integral part of the Sales Contracts.
3. In the event of any inconsistency between the provisions of the Sales Contract and these OWS, the provisions of the Sales Contract shall prevail.

„AYALA S.A., 05-500 Piaseczno, ul. Julianowska 59a, Sąd Rejonowy dla m. st. Warszawy XIV Wydział Gospodarczy KRS, nr KRS 0000681291, NIP : 1231040394, Regon : 015889312, Kapitał zakładowy (wpłacony) 1.955.000,00 PLN, Zarząd: Prezes Agnieszka Hankiewicz.”

www.ayala.com.pl, ayala@ayala.com.pl

4. Any provisions differing from the content of these OWS require the consent of both parties, expressed in writing under penalty of nullity.

§ 2. PLACING ORDERS, OFFER, DELIVERY

1. Announcements, advertisements, price lists, and other information provided by the Seller, whether directed to the general public or to specific people or entities, shall, in case of doubt, be considered not as an offer but as an invitation to enter into a contract.
2. A sales contract is concluded on the basis of an order submitted in writing to the Customer Service Department (of the Seller).
3. The contract is considered concluded upon the Seller's transmission to the Ordering Party of confirmation of the order placed with the Company.
4. Orders may be placed via e-mail or in person. Orders placed by telephone require written confirmation, otherwise they are invalid.
5. The subject matter and range of the contract are determined based on the Company's order confirmation referred to in paragraph 3.
6. Any verbal agreements, in particular telephone orders, changes or additions to orders, or cancellations of deliveries, must be confirmed by the Seller in writing to be valid. Changes to orders may also be made via e-mail.
7. AYALA S.A. sells its' products, the standard range of which is listed in the current price list, based on orders confirmed for fulfilment by DOK.
8. Orders must be submitted in a written form to the appropriate DOK.
 - a) Orders are accepted Monday through Thursday from 8:00 a.m. to 4:00 p.m., and on Fridays from 8:00 a.m. to 3:00 p.m.
 - b) Orders placed for the 48-hour assortment and paid after 10:00 a.m. are processed the following day. (Table 1, p. 3).
9. Each order must include the following information, which is required for its proper fulfilment:
 - a) Order date and delivery address;
 - b) Invoice details, including a valid tax ID number;
 - c) Full name and current phone number of the person responsible for receiving the goods;
 - d) Any information regarding non-standard delivery conditions, i.e., times, logistical restrictions, etc.;

SPÓŁKA AKCYJNA

- e) For custom-made furniture: specification of the finish material, furniture board, varnish or stain, type of base, basin colour, etc.;
- f) For furniture from the 48H offer: type of product line, color of the finish material, type of base, or color of the basin.

Failure to provide the above information will prevent the order from being fulfilled.

10. Changes to an order or its cancellation may only be made by submitting a request via e-mail.

- a) A change to an order may require a change to the previously confirmed delivery date;
- b) Changes/cancellations to orders for custom-made goods must be approved by DOK;
- c) In the event of a change/cancellation of an order during the process, the Buyer shall cover the costs incurred by the Seller (materials used for production, production costs).

AYALA S.A. shall not be liable for mistakes made by the Buyer in orders. All additional costs resulting from this shall be borne by the Buyer.

11. AYALA S.A. reserves the right to refuse to fulfil an order in the event of: exceeding the credit limit, overdue payments, failure to pay the deposit for the order by the specified deadline, or failure to provide the information described in §2, point 9.

§ 3. PRICE, PAYMENT TERMS

1. The price for the Subject of the Contract and the payment terms are specified in the Sales Contract or the Seller's offer; if not specified therein, they are set forth in the VAT invoice.

2. The prices specified in the Sales Contract or the offer are subject to value-added tax (VAT) at the rate in effect at the time of sale. If the VAT rate changes after the conclusion of the Contract or the submission of the offer by the Seller, the Buyer is obligated to pay the price reflecting the current VAT rate.

3. If the payment deadline has not been specified, the price must be paid prior to the delivery of the goods by the date specified in the Seller's invoice.

4. The date of payment is the date the funds are credited to the Seller's account.

5. Payment is made based on a VAT invoice or a proforma invoice prepared by the Seller.

§ 4. DELIVERY

- 1. AYALA S.A. organises the delivery of ordered goods within the timeframe agreed upon with the Customer after the order is placed.

SPÓŁKA AKCYJNA

2. AYALA S.A. provides delivery to the warehouse or to the specified address within Poland at an additional cost.
3. AYALA S.A. does not provide the service of bringing furniture inside.
4. AYALA S.A. aims for 100% on-time deliveries, unless circumstances beyond AYALA S.A.'s control arise, such as severe weather conditions, traffic disruptions, etc.
5. In special circumstances, such as force majeure, breakdowns of production lines or other equipment necessary for the proper operation of the facility, or when the volume of orders exceeds AYALA S.A.'s production or logistics capacity, the procedure and terms for order fulfillment will be determined on an individual basis.
6. Deliveries organized by AYALA S.A. will be carried out only if the unloading site is accessible by means of transport provided by AYALA S.A. The transport company has the right to refuse to proceed to the unloading site if there is a risk of damage to the vehicle or of causing harm.
7. The Buyer cannot refuse to accept the ordered goods or their unloading and is required to sign a delivery note. Any objections must be noted on the shipping document and confirmed by the transport company's signature.
8. In the event of delivery by courier, if mechanical damage to the packaging, mechanical damage to the goods caused during transport, or missing goods in the shipment or packaging are noticed, the Buyer should, in the presence of the courier, prepare a damage report (available from the transport service provider) signed by both parties. If it was not possible to prepare a damage report at the time of delivery, the courier must be called back to prepare the damage report, or the situation must be reported to DOK AYALA S.A. immediately after delivery.
9. The Buyer shall cover the delivery costs in accordance with the Table 1.

Table 1. AYALA S.A.'s. Shipping Costs

Type of assortment	Price [gross]	Estimated delivery time from time of shipment*
Parcel up to 10 kg	24,90 PLN	24h
Parcel up to 10 kg - cash on delivery	34,90 PLN	24h
Parcel up to 30 kg	49,90 PLN	24h
Parcel up to 30 kg - cash on delivery	54,90 PLN	24h
Hairdressing chair 1 pcs.	99,90 PLN	48h
Hairdressing chair 1 pcs. – cash on delivery	115,90 PLN	48h
Hairdressing chair 2–6 pcs.	199,90 PLN	48h
Hairdressing chair 2–6 pcs. – cash on delivery	219,90 PLN	48h
Oversized pallet	249,90 PLN	48h
Oversized pallet – cash on delivery	279,90 PLN	48h

* The delivery time provided is for informational purposes only. Ayala S.A. does not offer a "guaranteed delivery time" service.

§ 5. LOGISTICS SERVICES

Self-pickup

1. Self-pickup of products is possible after DOK confirms the availability of the goods.
2. Self-pickup is available at the Seller's headquarters at Julianowska 59A, 05-500 Piaseczno. The pickup date is confirmed by DOK.
3. Pickups take place Monday through Friday from 8:00 AM to 3:00 PM.
4. The goods may be picked up by entities other than the ordering party/buyer upon providing authorization confirmed by the ordering party/buyer.

48H Offer

1. For orders from the 48H assortment, AYALA S.A. guarantees product availability within 2 business days of the order being placed.
2. Orders for the 48H assortment placed after 10:00 a.m. are processed the following day.
3. Pickup of 48H products is possible 2 business days after the order is placed, during AYALA S.A.'s warehouse business hours.
4. AYALA S.A. makes every effort to ensure that the delivery of ordered products takes place as soon as possible.

§ 6. ADDITIONAL SERVICES

Table 2. Additional services provided by AYALA S.A.

Type of service	Type of service [net] in PLN
Storage of goods for more than 30 days	150,00 PLN / per pallet space / per month
Upholstery refurbishment service*	as per the valuation
Post-warranty repairs	as per the valuation
Technician's travel expenses**	4,00 PLN / km
Charge for calling out a technician in case of an unjustified complaint	300,00 PLN

* Ayala S.A. provides reupholstery services exclusively for furniture from its product range. We do not offer reupholstery services for furniture with a polyurethane foam.

** Travel costs are calculated based on the round trip, i.e., kilometers are counted between the service technician's location and the customer's location, including the return trip.

§ 7. COMPLAINTS

1. The user must submit a complaint in a written form immediately after discovering a defect in the product or missing items at Ayala S.A., where the product was purchased.

SPÓŁKA AKCYJNA

2. The Customer Service Department will immediately confirm to the Buyer that the complaint has been accepted for review, and then, within 14 days, will notify the complainant of the outcome and the manner in which the complaint was resolved.
3. More detailed information regarding complaints is provided in the **Complaint Procedure** – Annex No. 1 (available at: www.ayala.com.pl).
4. Detailed information regarding quality complaints is provided in the **Warranty Terms** – Annex No. 2 (available at: www.ayala.com.pl).

Delivery Complaints

- a) Delivery complaints concern any irregularities related to the delivery of goods, in particular: non-compliance with the confirmed order, the condition of the packaging, an incorrect invoice, etc.
- b) AYALA S.A. will investigate the cause of any complaint on a individual basis, making every effort to eliminate its source, and in the event of any doubts, will act in the best interest of the Buyer.
- c) The Buyer, in accordance with §2.8 and §2.9, is obligated to confirm receipt of the shipment and carefully inspect its condition immediately upon receipt in the presence of the courier. Any shortages or damage to the goods must be formally documented and noted on the shipping document on the date of delivery.
- d) AYALA S.A. shall not be liable for lost or damaged products delivered to the Customer if the fact of the loss or damage is not reported to AYALA S.A. in a written form signed by the Transport Company on the day of delivery.
- e) AYALA S.A. shall not be liable for losses resulting from damage during unloading, improper storage, incorrect transportation at the Buyer's premises, or other events that may have a negative impact on the delivered goods.

Quality Complaints

- a) Quality complaints concern any doubts regarding the quality parameters of the delivered products.
- b) Detailed information regarding quality complaints is provided in the **Warranty Terms and Conditions** – Annex No. 2 (available at: www.ayala.com.pl).
- c) Complaints must be submitted in a written form or via e-mail, including the proof of purchase (receipt, VAT invoice) and the warranty card, if provided.

SPÓŁKA AKCYJNA

- d) The Customer Service Department will inform the Customer of the procedure and method of handling the quality complaint. Complaints will be processed within 14 days of the date the complaint is submitted.
- e) AYALA S.A. is not liable for defects or costs arising from the use of the product in a manner inconsistent with the specified terms of use.
- f) The costs of delivering the complained product to the service center shall be covered by the Complainant. AYALA S.A. does not accept cash-on-delivery shipments. In the case of large-sized goods where delivery to the service center is difficult, AYALA S.A. will determine the method of delivery and repair on an individual basis.
- g) The Buyer is required to keep the packaging for the duration of the warranty.
- h) If the complaint proves to be unfounded, a fee will be charged for the services of the technician. Additionally, the customer will be charged for the technician's travel expenses and the cost of the expert assessment.

§ 8. RETURNS

1. The Buyer may not return custom-made furniture.
2. The Buyer has the right to return goods purchased from the 48H offer within 14 calendar days of the delivery date.
3. The Buyer is responsible for the shipping costs of the returned goods.
4. Returned goods must be in an undamaged condition, showing no signs of use. AYALA S.A. has the right to refuse a return if the goods show signs of use.
5. Returned goods must be in their original packaging. The absence of original packaging may be a reason for rejecting a return.
6. The buyer is required to notify the sales representative of the return via e-mail, attaching the proof of purchase (receipt, VAT invoice) and photographic documentation of the condition of the returned goods.
7. A refund will be issued within 14 calendar days of the return of the product/goods to the warehouse and the evaluation of the condition of the returned goods.

§ 9. FINAL PROVISIONS

1. These terms and conditions and any agreements between the parties shall be governed exclusively



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by Polish law. In matters not covered by these terms and conditions, the provisions of the Civil Code shall apply accordingly.

2. All orders and confirmations are subject to and shall be interpreted in accordance with Polish law. With respect to any disputes arising from or related to orders, the Buyer and the Seller shall first attempt to resolve them amicably.

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