

GENERAL CONDITIONS OF SALE

for business clients

Icon Group Sp. z o. o.

(version effective from 31/03/2025)

1. DEFINITIONS

- 1.1. **Consumer** - a natural person making a purchase unrelated to business activity.
- 1.2. **Buyer** – an entity making a purchase who is not a Consumer.
- 1.3. **GTC** - these General Terms and Conditions of Sale.
- 1.4. **ICON GROUP** - Icon Group Sp. z o. o. with its registered office in Wrocław, ul. Pielęgniarska 3A, KRS: 0001026259, NIP: 8952254976 REGON: 52479395.
- 1.5. **Product** - goods or services offered by ICON GROUP, requiring individual determination of their characteristics in the ordering process.
- 1.6. **Order** - means an individually prepared order form sent by ICON GROUP to the Buyer, specifying the features of the ordered goods, in particular their type, dimensions and price, which, after its acceptance by the Buyer and payment of the advance payment specified therein, becomes the basis for concluding an agreement between the Buyer on the terms specified in the GTC.

2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions define the rules for the sale, delivery and installation of Products offered by ICON GROUP.
- 2.2. These GTC apply to all offers, Orders and agreements concluded by ICON GROUP. Placing an order or starting cooperation with ICON GROUP means accepting these GTC.
- 2.3. Agreements, arrangements, annexes and changes concluded in addition to or in derogation from the provisions of the General Terms and Conditions take precedence over the provisions of the General Terms and Conditions if they have been expressly concluded in writing between the Parties or confirmed in writing by ICON GROUP.
- 2.4. ICON GROUP is not bound by the regulations, contract templates or terms of sale of the Buyer, unless their application is expressly confirmed by ICON GROUP in writing under penalty of nullity.
- 2.5. Deviations from the General Terms and Conditions in individual cases require written confirmation under penalty of nullity.
- 2.6. The content of these General Terms and Conditions is published on the ICON GROUP website: www.icon-concept.pl/ows and www.iconsteeldoor.co.uk/general-terms

3. OFFERS, SAMPLES AND PRICES

- 3.1. Advertisements, promotional materials, price lists, calculations from the online configurator, commercial information and other sales proposals are for informational purposes only and do not constitute an offer within the meaning of the Civil Code. They constitute only an invitation to negotiate.
- 3.2. Calculations and offers are made based on the prices in force on a given day. Ensuring that prices are not subject to change requires separate written confirmation by ICON GROUP.
- 3.3. Unless otherwise stated, prices include packaging costs.
- 3.4. Samples and patterns are for illustrative purposes only, and typical deviations inherent to natural materials do not constitute grounds for complaint.

4. ORDERING METHOD

- 4.1. ICON GROUP offers steel joinery products manufactured in accordance with internal procedures and production systems. Products are made to order based on parameters specified by the Buyer, such as dimensions, color, type of glass, etc. However, ICON GROUP reserves the right to use its own technological solutions consistent with the production system. The Buyer declares that it knows the general characteristics of the Products and the production system.
- 4.2. The Buyer interested in purchasing Products should send ICON GROUP a calculation indicating the Products that would be the subject of the Order. For this purpose, the Buyer may use the current price list or the online configurator available on the Icon Concept website. The Buyer is responsible for the correct preparation of the calculation, which is the first stage of the Order placement process, in particular for indicating the correct dimensions of the Products. The calculation is only a request for the availability of Products and does not bind ICON GROUP, in particular it is not considered an offer and cannot be tacitly accepted, regardless of the nature of the ongoing relations between the Parties.
- 4.3. The Buyer's calculation should include at least:
 - a) Buyer's company details;
 - b) Buyer's e-mail address;
 - c) date of preparation of the calculation;
 - d) the names of the Products that are to be the subject of the order and their specifications and dimensions;
 - e) proposed method, date and approximate address of delivery;
- 4.4. After receiving the signed calculation, ICON GROUP verifies its correctness. At this stage, the Parties may explain any inaccuracies in the calculation and supplement its deficiencies in such a way as to specify the subject of the Order. ICON GROUP is not bound by the Buyer's calculation and may propose changes to the subject and terms of the order, in particular other delivery dates or limiting the order to specific Products, in accordance with the current offer and production capabilities.
- 4.5. After the Parties agree on the final form of the Order, ICON GROUP prepares the Order document and sends it to the e-mail address indicated in the Calculation together with a proforma invoice issued for 50% of the Order value. The Order document constitutes an offer to conclude an agreement on the terms specified therein and supplemented by these GTC.
- 4.6. To accept ICON GROUP's offer, it is necessary to return the signed Order document and pay the advance payment specified therein, as well as confirm the acceptance of the Order by ICON GROUP. The date of placing the Order is the date the advance payment is posted to ICON GROUP's account. The Buyer has 7 days to pay the advance payment. In the event of failure to pay on time, ICON GROUP's offer ceases to be binding. The Buyer may then place the Order again only with ICON GROUP's acceptance, and ICON GROUP reserves the right to update its terms.
- 4.7. After confirmation of the Order, ICON GROUP prepares technical drawings as an attachment to the Order. These drawings constitute the production documentation according to which the Products will be made.
- 4.8. The Buyer may accept technical drawings or submit corrections to them. Acceptance is done electronically by sending a scan or photo of the signed drawings or signing online using an application such as PandaDoc, Hubspot, or another application used by ICON GROUP. In the event of corrections, the Buyer is responsible for the correctness of the technical drawings. Technical drawings serve only to provide final clarification of the subject of the Order. In the event that the Buyer submits changes affecting the very essence of the Order, e.g. fundamental changes in the dimensions of the Products or agreed materials, ICON GROUP is bound by them only if they are explicitly accepted by him and may make such acceptance dependent on an increase in the price of the Products or a change in the date of their delivery.

- 4.9. Once the documentation has been accepted, changes to the Order are not permitted unless the Parties agree otherwise. Such changes may affect the quote, assembly or shipping date.
- 4.10. The Order execution and delivery deadline is determined based on the expected production line performance of ICON GROUP and is indicative. It depends on various factors, including the timely receipt of necessary supplies. For this reason, a delay of ICON GROUP not exceeding 30 days in relation to the execution deadline indicated at the conclusion of the agreement is not considered a delay or delay of ICON GROUP.
- 4.11. The Order Fulfillment Date is the date of transfer of the Products to the ICON GROUP warehouse. The Delivery Date is the date of delivery of the Products to the Buyer or their readiness to be handed to the Buyer or the Carrier indicated by him from the ICON GROUP warehouse.
- 4.12. In the event of a delay in relation to the deadline specified in the Order, taking into account the provisions of point 4.10, ICON GROUP shall pay the Buyer a contractual penalty of 0.1% of the value of the Order, with the maximum amount not exceeding 5% of the value of the Order. The penalty shall be included as a discount on the final invoice issued to the Buyer.
- 4.13. ICON GROUP immediately informs the Buyer about the execution of the Order. Then it provides a VAT invoice or a final invoice for the Products. Payment of the invoice is a condition for the execution of the delivery or the release of the goods to the carrier or the Buyer.
- 4.14. The Order fulfillment deadlines may be extended in the event of force majeure (e.g. failures, accidents). The party affected by force majeure is not liable for delays in order fulfillment, provided that it informs the other party of the reason for the delay and the estimated order fulfillment deadline.
- 4.15. Any oral agreements, assurances, promises and guarantees made by employees or representatives of ICON GROUP in connection with the agreement, offer or confirmation of the Order are not binding and do not constitute a basis for claims against ICON GROUP.
- 4.16. The parties exclude the possibility of withdrawal from the contract pursuant to Article 635 of the Civil Code.

5. DELIVERIES

- 5.1. Delivery is made on the basis of the EXW Incoterms rule, which means that the Buyer bears all costs and risks related to transport from the moment of receipt of the Products from the ICON GROUP warehouse. Other delivery terms may apply only if they are specified in writing in the Order.
- 5.2. Delivery is made to the address indicated in the Order, unless the parties agree that the Products will be collected in person by the Buyer.
- 5.3. ICON GROUP shall not be liable to the Buyer for any delays in the transportation of the Products, including delays caused by the carrier.
- 5.4. In the event that the Buyer collects the Products directly from ICON GROUP, the Buyer is obliged to collect them within 5 days from the date of notification of the collection date. After this period, ICON GROUP is entitled to charge the Buyer for the costs of storing the Products.
- 5.5. ICON GROUP has the right to suspend the delivery of the Products and immediately notify the Buyer thereof if, in ICON GROUP's opinion, the means of transport does not meet the necessary technical requirements or the method of transport poses a risk of damage to the Products.
- 5.6. The Buyer is obliged to check the shipment upon delivery, in the presence of the courier or driver, for any losses or damages incurred during transport. In the event of any irregularities, the event should be documented with photos, an appropriate protocol should be drawn up and ICON GROUP should be immediately informed of the situation by phone. Failure to

comply with the above conditions may result in the inability to file a complaint regarding damages incurred during transport.

- 5.7. In the event of detection of quality or quantity defects after receipt of the delivery, the Buyer is obliged to secure the Product in an intact condition until the complaint is considered by ICON GROUP. Use of the questioned Product results in the loss of claims against ICON GROUP.

6. ICON GROUP WARRANTY

- 6.1. ICON GROUP provides a 24-month warranty for the ordered Products from the date of payment of the total price based on a VAT invoice. The warranty covers Products used in accordance with their intended use and installed in accordance with the principles of proper installation. Confirmation of the right to use the warranty is a VAT invoice confirming the purchase of the Product, provided that the Buyer pays 100% of the Product price together with any costs resulting from the installation of the Product.
- 6.2. If the Product has been exported outside the borders of the Republic of Poland, a warranty claim will be considered provided that the goods are delivered to the registered office of ICON GROUP.
- 6.3. The warranty covers defects in the Products that may become apparent during the warranty period and result in a reduction in the functional or visual quality of the Products.
- 6.4. The Buyer is obliged to check the quantity and quality of the Products immediately upon receipt of the delivery, verifying the consistency of the number of packages/pallets with the consignment note, the condition of the packaging (whether there is any visible damage) and the quantity and quality of the Products delivered.
- 6.5. Any objections regarding the quality of the delivered Products should be made immediately after their detection, no later than within 14 days of the detection of the defect.
- 6.6. Complaints should be submitted via the complaint form available on the ICON GROUP website. To be valid, a complaint requires the sales invoice number and a precise description of the Product. The Buyer should include a description of the defect with photographs in the complaint.
- 6.7. ICON GROUP will consider the complaint immediately, no later than within 14 days of its receipt.
- 6.8. If the complaint is deemed justified, ICON GROUP undertakes to perform the warranty service within a period agreed individually with the Buyer, but no longer than 30 days.
- 6.9. In the case of a Product manufactured to individual order, with specific parameters or properties, ICON GROUP reserves the right to extend the warranty period by the period necessary to manufacture the appropriate parts of the Product, but no longer than by another 30 days.
- 6.10. Product defects reported to ICON GROUP after the warranty period has elapsed are not covered by the warranty. Nevertheless, the Buyer is entitled to claim warranty claims after the warranty has elapsed, provided that he reported the defect to ICON GROUP during the warranty period.
- 6.11. If the complaint is accepted in accordance with the Buyer's request, ICON GROUP:
- a) will replace or repair the Products free of charge;
 - b) will grant the Buyer a discount on the next order in an amount corresponding to the value of the missing or non-compliant quality components of the Product;
 - c) will conclude a separate agreement with the Buyer indicating a method of satisfying the Buyer's claims other than the one mentioned above.
- 6.12. The choice of the method of settling a valid Product complaint rests with ICON GROUP.

- 6.13. If repair or replacement of the Product with a defect-free one is impossible or involves disproportionately high costs for ICON GROUP, ICON GROUP will refund the Buyer the amount paid for the Product.
- 6.14. If ICON GROUP accepts the complaint and decides to produce new Products in order to satisfy the claims arising from it, the Buyer is obliged to return the Product subject to the complaint. The Buyer shall bear the costs associated with delivering the Product subject to the complaint to the place indicated by ICON GROUP as the place of collection. The Product subject to the complaint must be packed in an appropriate manner, ensuring its proper protection against further damage during transport.
- 6.15. In the event of an unjustified complaint, ICON GROUP may charge the Buyer with the costs incurred in handling the complaint.
- 6.16. ICON GROUP shall not be liable or responsible for any costs related to dismantling, reassembling or other installation work on the claimed goods. All such activities are the responsibility of the Buyer and do not form part of the settlement of a recognised claim.
- 6.17. In the event of a discrepancy in the assessments regarding the occurrence of a defect, the Parties may use the services of an expert or research unit, appointed by mutual agreement. The costs of the expertise will be settled according to the arrangements between ICON GROUP and the Buyer.
- 6.18. The warranty does not cover defects resulting from improper use, improper maintenance, mechanical damage or random events, as well as visual defects resulting from normal wear and tear of the Products. Similarly, the properties resulting from the general characteristics of the Product known to the Buyer, as well as the effects of normal wear and tear of the Product, are not considered defects of the Product. In addition, the following properties of the Products resulting from the applied production and finishing techniques are not considered defects of the Product giving rise to warranty claims:
 - a) any glass and paintwork defects smaller than 5 mm without accumulation of defects (4 defects less than 200 mm apart);
 - b) linear defects (scratches, scratches) up to 30 mm long;
 - c) gaps between glazing profiles up to 6 mm.
- 6.19. For all Products, ICON GROUP provides paid, post-warranty service. Prices and terms of such service should be agreed separately.
- 6.20. In the event of a delay in settling the due payment for the Product, the warranty procedure will be suspended until the Buyer has paid in full.
- 6.21. After filing a complaint, the Buyer is obliged to secure the Product in such a way as to prevent the defect from getting worse. Any modifications to the Product or repairs made by the Buyer other than in the manner specified for the given Product shall result in the expiration of the warranty rights.
- 6.22. Replacing damaged glass yourself or performing any intervention, including repairs, by third parties during the warranty period will result in the warranty coverage becoming null and void.
- 6.23. The above provisions do not replace or violate the rights arising from generally applicable provisions of law in Poland.

7. ORDERS INCLUDING INSTALLATION SERVICE

- 7.1. For Orders which include an assembly service performed by ICON GROUP, the provisions of point 4 of the General Terms and Conditions shall apply with the modifications specified in this point.
- 7.2. After successfully placing the Order and posting the advance payment, ICON GROUP takes measurements at the agreed date and place of installation.
- 7.3. ICON GROUP will carry out a measurement at the Buyer's premises, who undertakes to make the premises available in a condition that allows for the measurement to be carried out. This condition means that the floors have been laid and the walls finished at the place of installation of the Products.

- 7.4. Failure to provide the premises on the measurement date may result in an extension of the order completion date, without the right to withdraw from the contract. Failure to provide the premises despite arranging a measurement date, without canceling it at least 24 hours before the previously agreed date, entitles ICON GROUP to demand a contractual penalty of PLN 1,200 net and PLN 3 for each kilometer of travel from the ICON GROUP headquarters to the premises and back. Payment of the contractual penalty by the Buyer is a condition for setting a new measurement date.
- 7.5. After taking the measurements, ICON GROUP prepares technical drawings which are subject to approval in accordance with the procedure described in point 4.
- 7.6. ICON GROUP shall immediately inform the Buyer of the completion of the production of the Products. Before the installation, the Buyer is obliged to pay an advance payment of 50% of the value of the Order. The payment of this advance payment is a condition for the assembly of the Products. In the event of non-payment or delay on the part of the Buyer, ICON GROUP shall not be liable for late assembly.
- 7.7. The Buyer shall make the premises available for assembly on the agreed date, ensuring the following conditions:
- a free parking space or one paid for by the Buyer for the installation team,
 - the possibility of bringing in or transporting Products by elevator,
 - access to electricity and adequate lighting,
 - toilet available for the installation team,
 - ability to work freely from 7am to 10pm.
- 7.8. In the event that the premises meeting the conditions specified in point 7.7 are not made available on the agreed date, the Buyer shall bear the full costs of assembly on an additional agreed date (including travel costs and the remuneration of the assembly team). The same effect shall occur if ICON GROUP determines that changes have been made to the premises that affect the characteristics or dimensions of the Product since the measurements were taken. In such a case, ICON GROUP shall discontinue the installation, carry out a new measurement and may set a new quote and a deadline for the completion of the order.
- 7.9. ICON GROUP is not responsible for any imperfections in construction work carried out by the Buyer or its contractors, such as crooked walls, uneven floors and their effects, e.g. gaps between glazing frames. After the doors and walls have been installed, the Buyer shall finish the opening. ICON GROUP does not perform masonry, plastering or other finishing work. ICON GROUP may finish the opening using steel blends for a fee, if possible.
- 7.10. ICON GROUP is not liable for any damage to the facility resulting from the correct installation, including paint defects. The Buyer is aware that the assembly involves increased noise and dust levels, and undertakes to release ICON GROUP from any liability to third parties in this regard.
- 7.11. Assembly dates are determined based on the availability of assembly teams after confirmation of the Order completion date.
- 7.12. The Buyer is obliged to be present during the completion of the installation work. The Buyer has the right to submit comments or corrections to the Products or the method of installation in writing, and then send them in accordance with the principles set out in Chapter 7. In the absence of the Buyer, the work is deemed to have been accepted without comments.

8. SPECIAL CONDITIONS OF SALE OF FIRE PROTECTION PRODUCTS

- 8.1. These terms and conditions apply to fire protection products sold by ICON GROUP and supplement the general provisions of the General Terms and Conditions of Sale, with which they should be read in conjunction.

- 8.2. Icon Group offers fire protection products in the following systems: Jansen Economy 50 and Ottostumm W40 Fire.
- 8.3. All fire protection products are manufactured in accordance with the system manufacturers' guidelines and on the basis of testing documentation and conformity assessments such as BRE Assessment, Warrington Fire or other equivalent technical studies.
- 8.4. Each order for products with fire resistance class E30 (FD30) and E60 (FD60) is calculated based on solutions that 100% meet the requirements of the system supplier's documentation and technical assessment appropriate for the selected class.
- 8.5. Icon Group issues a declaration of conformity with the system provider's documentation for a specific Order only at the customer's request, for an additional fee. The Buyer is obliged to report the need to obtain a declaration of conformity before placing the order. Failure to do so will result in the order being fulfilled without a declaration.
- 8.6. In the case of orders with a declaration of conformity, the customer has a limited possibility of modifying the product parameters, in particular: dimensions, type and configuration of fittings, type of glass, selection of accessories, or resignation from elements of equipment required by local regulations, e.g. self-closers, fire seals, falling thresholds, etc. In the event of such changes in the Order, ICON GROUP reserves the right to refuse to issue a declaration of conformity.
- 8.7. Icon Group is not responsible for the products meeting local legal requirements, including regulations on technical acceptance or fire protection regulations applicable in the territory of the buyer or end customer. The buyer is obliged to independently ensure that the ordered product - also in the configuration in accordance with the system provider's declaration - meets all local technical, legal and fire protection requirements in the country in which it is to be installed or approved for use. Icon Group is not responsible for negative results of technical acceptance or lack of approval of the product for use in the customer's country or the country of use of the product, resulting from local regulations and requirements.
- 8.8. Any design or construction changes introduced by the buyer or at his request, which deviate from the solutions resulting from the technical assessment and documentation of the system provider, exclude Icon Group's liability for the product's compliance with fire protection standards and result in the inability to issue a declaration of conformity.

9. WARRANTY

- 9.1. The Parties exclude the liability of ICON GROUP towards the Buyer under the statutory warranty for physical defects of the Products, in accordance with Article 558 of the Civil Code.
- 9.2. The Buyer accepts that ICON GROUP's liability for damages towards the Buyer is limited to damage caused intentionally.

10. FINAL PROVISIONS

- 10.1. The Buyer declares that he has read the GTC and accepts them, recognizing them as an integral part of the arrangements between the parties. In the absence of a separate agreement between the Buyer and ICON GROUP, the GTC together with the accepted Order constitute a binding agreement regarding each commercial transaction. If the agreement was concluded in writing, the GTC constitutes its annex and may be modified in accordance with the provisions of the agreement.
- 10.2. ICON GROUP shall not be liable for the Buyer's business relations with its customers, including any obligations to third parties resulting from the further resale of Products or other actions of the Buyer. In particular, any liability of ICON GROUP for any contractual penalties or other claims claimed from the Buyer by its customers is excluded. The details of the offer are intended exclusively for the parties and must be kept for their own use.

- 10.3. Unless otherwise stated, ICON GROUP is not liable for lost profits, contractual losses and any consequential damages.
- 10.4. If any provision of these general terms and conditions is invalid or declared invalid by a court of competent jurisdiction, the remaining provisions shall remain valid.
- 10.5. The parties to the agreement implemented using these GTC undertake to maintain confidentiality against unauthorized disclosure of information regarding its subject, terms and conditions and any personal data. The processing of personal data will take place under the conditions and in accordance with the principles indicated in the relevant legal regulations.
- 10.6. The Parties declare that their authorized representatives may legally bind the company for the amounts covered by the Order and are personally liable for unauthorized actions.
- 10.7. If the parties conduct bilateral correspondence in electronic form, this form of contact is also considered binding.
- 10.8. The Buyer may not offset claims or assign rights under the agreement without ICON GROUP's prior written consent.
- 10.9. Any disputes that may arise in connection with the performance of the agreement shall be settled by a court with local and material jurisdiction over the registered office of ICON GROUP.