

# Partnership Agreement on exclusive

**PARTNERSHIP AGREEMENT NO.....**

Concluded on..... between:

**Commercial Partner:**

Company:.....

Address: .....

NIP (Tax Identification Number)::..... REGON No.: .....

Represented by: .....  
hereinafter referred to as the „Commercial Partner”

and

**The Manufacturer:**

**TERMO PROFIL a limited liability company** its registered office in Wodzisław Śląski (44-300) ul. Górnicza 17 E, entered in the Register of entrepreneurs - National Court Register maintained by District Court in Gliwice, X Commercial Division of the National Court Register, KRS No.: 152321, share capital of a company: 1.000.000,00 zł, NIP No.: 6472321387, REGON No.: 278118915, represented by: Adam Dulak – President of the Management Board, **hereinafter referred to as the “Manufacturer”**,

## § 1

### (Object of the Agreement)

1. The object of this Agreement – hereinafter referred to as the “agreement” – is the sale of windows and doors made of PVC produced by the Manufacturer, hereinafter referred to as the “Products” and the sale of other elements, subassemblies and goods available in the company’s range of products which have not been produced by the Manufacturer.

## § 2

### (Orders)

1. In order to conclude an individual sale contract and receive Products, the Commercial Partner shall submit a written order or send an order through the Internet from the window valuation program.
2. Orders shall include full specifications of ordered products prepared with the help of the software provided by the manufacturer, hereinafter referred to as the 'software', by means of the following identifier registered for the Commercial Partner in the Manufacturer's database: .....
3. The conclusion of an individual sale contract shall come into force when the Manufacturer confirms the receipt of the order in writing or, if the Partner uses the window valuation software, when the order is given the 'OK' status, save for subsection 4 and 5.
4. The Manufacturer shall have the right to unilaterally demand that the Commercial Partner make a payment a guarantee deposit to secure future orders. The amount of the guarantee deposit is not subject to interest. In the case of termination of the contract the guarantee deposit shall be credited towards any debt to the Manufacturer, and in the absence of debt or the existence at a lower amount the guarantee deposit shall be refunded to the Commercial Partner properly in whole or in a part.

5. The Manufacturer shall have the right to unilaterally demand that the Commercial Partner make an advance payment upon which the conclusion of an individual sale contract is contingent in connection with the folding orders in the amount specified by the Manufacturer, which the Commercial Partner accepts in its entirety and without any reservations. If the advance payment is not made by the specified deadline, the Manufacturer shall have the right to refuse to accept the order for fulfilment.
6. The confirmation of acceptance of the order shall include a specification of the Products, their prices and completion deadline.
7. The Commercial Partner shall check the quantity, range of products, sizes, colours, prices and other elements of the order included in the confirmation.
8. In the event of discrepancies between the contents of the order and the contents of the order confirmation, the Commercial Partner shall immediately notify the Manufacturer about this fact. Otherwise, the conditions of the transaction shall be determined based on the order confirmation sent by the Manufacturer.
9. The Commercial Partner may cancel or change the order, provided that the order is not being fulfilled yet.
10. The acceptance of the order confirmation by the Dealer shall result in the obligation to collect such order on terms and conditions specified in the order confirmation.
11. Failure to collect the order by the Commercial Partner by the deadline specified in the order confirmation shall not release it from the obligation to pay for manufacturing the goods according to the set price of the goods, and shall result in the obligation to pay the Manufacturer a storage fee.

### **§ 3 (Prices)**

1. The Manufacturer shall offer a rebate to the Commercial Partner for order fulfilment.
2. A rebate is a price discount on the Manufacturer's price list prices net.
3. The amount of the rebate is determined individually.
4. The rebate always contains an additional discount in the amount of 4% for providing warranty service by the Commercial Partner in accordance with § 6 point 5 of the Agreement.
5. In the case of changes in the price the Manufacturer introduces new prices for Database software. The Manufacturer shall inform about the planned change the Commercial Partner above information by means of the Panel login with 7 days in advance.

### **§ 4 (Delivery of orders)**

1. In the event that the Manufacturer demands an advance payment the manufacturing deadline for the products ordered shall be set individually and calculated from the day on which the Manufacturer's bank account is credited with the advance payment towards the products ordered or from the day on which the same are paid in the Manufacturer's cashier's office.
2. Otherwise the manufacturing deadline shall be set individually and shall be calculated from the day of confirming the order.
3. The deadlines for manufacturing doors and windows which are non-rectangular or in non-standard colours shall be set individually.
4. Conditions of products' delivery will be agreed individually for each order, a logistic minimum being the net amount of 3,000 Polish zlotys (which means that goods will be delivered to the partner provided that an order for a net amount of at least 3,000 Polish zlotys has been placed). In the case of an order for a smaller amount, goods may be delivered to the partner on another date by combining the transport of the goods with other orders. It is also possible for the partner to collect ordered goods itself.
5. The Commercial Partner shall pay for the goods ordered by the deadline agreed upon by the parties.

## **§ 5 (Payments)**

1. The payment for the Products shall be made in cash, save for restrictions set forth in Article 3(3)(1) of the Freedom of Business Activity Law of 2 July 2004 (Dz. U. [Journal of Laws], no. 173, item 1807, with subsequent amendments), or by wire transfer into the Manufacturer's bank account.
2. Terms of payment will be determined individually by the Manufacturer at the time of the deposit of the each order.
3. A delay in the payment of any amount due shall entitle the Manufacturer to suspend deliveries and withdraw from completing subsequent orders and shall automatically result in a reduction of the commission set forth in § 3 by 2 %.
4. In the event of missing the payment deadline, statutory interest shall be charged.
5. Reporting complaints does not relieve a Partner from the obligation to pay for the goods in full.

## **§ 6 (Warranty)**

1. The Manufacturer grants a warranty on the ordered products in accordance with the General Terms and Conditions of the Warranty. An integral part of the Warranty Card of PVC profiles - Attachment No.1 and Warranty Card of aluminum profiles – Attachment No.2 are Guidelines for installation of windows and doors from PVC, aluminum and Rules for the use of windows and doors – Attachment No. 3
2. The warranty is valid if the ordered products which are mounted in accordance Guidelines for installation of windows and doors from PVC, aluminum with the – Attachment No. 4 to the Agreement.
3. Indicated in the law 1 and 2 documents are made available by the Manufacturer of the Panel login.
4. The Commercial Partner is obliged to perform preliminary assessment of a reported complaint, prepare a report on actions undertaken, indicate defects or faults of the product, specify the reason for their occurrence and submit this information to the Manufacturer without undue delay in writing or by sending a complaint report from the company's website:( log-in panel)
5. The Commercial Partner is obliged to provide warranty service in the following scope:
  - a) adjustment of window fittings to ensure proper operation of the sashes,
  - b) replacement of components for which complaints have been reported, such as: insulated glass panes, glazing beads, fittings, window seals, window handles, sashes, etc.
6. Defect-free elements shall be delivered to the Commercial Partner free of charge for replacement.
7. Elements replaced by the Partner shall be returned to the Manufacturer without undue delay.
8. When a partner waives the obligation to implement the service guarantee described in Act 5 of this paragraph, the manufacturer will charge a partner the costs in the amount of 4% of the value of the item from which the Partner declined purchase with the obligation to comply with the service and what is the amount received from the manufacturer at the time of purchase the item in accordance with the 3, para. 4 agreement.
9. The Commercial Partner is obliged to provide a Warranty Card to its Client.
10. If there is no Warranty Card, complaints will not be considered.
11. The Commercial Partner shall cover the costs incurred by the Manufacturer in connection with reporting an unjustified complaint by the Commercial Partner.
12. Products which have not been paid for are not covered by the warranty.
13. If the aforementioned rules and deadlines are not upheld, the Manufacturer shall demand that the Partner repair any losses it caused.
14. Complaints concerning faults which are not hidden, such as the number of items, damage to windowpanes, visible mechanical damage and deformation profiles etc. must be lodged in writing immediately during the collection (on the Complaint Notification Form). Otherwise the goods shall be considered accepted without reservations.
15. Defects of products resulting from transport or installation performed by the Commercial Partner or according to its order shall be removed exclusively by the Commercial Partner and at its expense.
16. This contract does not in any way entitle the Partner to make declarations of intent on behalf of the Manufacturer (including the conclusion of contracts, change to contracts, guarantees), or to accept declarations of intent on its behalf.

17. The Partner shall not be entitled to accept on behalf of the Manufacturer a payment for the performance which it delivers instead of the Manufacturer or to accept on behalf of the Manufacturer performances for which it pays.

18. The Partner represents that it waives all and any claims towards the Manufacturer which arise in connection with the exclusion of its liability as the manufacturer in respect of the guarantee.

### **§ 7** **( Exclusivity clause )**

1. During the term of this agreement Commercial Partner undertakes to purchase and receive the goods which are the subject of this agreement and other goods offered by the Manufacturer. The same Commercial Partner undertakes to do not purchase of the goods in question from the other entities both on the domestic and foreign markets.

2. Specified in this agreement the Exclusive Right applies from the date of the contract and is irrevocable.

3. During the period of this agreement the Commercial Partner will receive from the Manufacturer the additional discount brokerage in sale of 1,5% of net sales invoices paid on time in the previous month. The discount will be applied at the beginning of the calendar month on all invoices paid in the previous month. The date of payment of the invoices, shall be deemed the date of effect of the charges on our bank account or the date of payment to the cashier.

4. In the event of an infringement of the exclusive rights referred to in the act.1 Commercial Partner will pay to the Manufacturer the contractual penalty in the amount of 50,000.00 zł ( 50,000 Polish zlotys ) within the period indicated by the Manufacturer, while maintaining its right to seek compensation on general principles.

### **§ 8** **( Confidentiality clause )**

1. A Commercial Partner hereby undertakes to keep secret and not use any information obtained in connection with the conclusion and implementation of the agreement.

2. In the particular, the commitment of the concerned the possibilities for purposes not indicated in this agreement the date entities to which Commercial Partner shall supply the Manufacturer by or offered by him on behalf of other entities, data concerning the commissions, expenses and other information not provided by the Manufacturer to the public information.

3. Indicated in art.1 the obligation applies to any behaviour likely to cause the use indicated there in information for purposes not covered by the agreement.

4. It is the obligation of the Commercial Partner for the duration of the contract and after its termination in a period of 1 year.

5. Any breach of this obligation will result in the formation of the Manufacturer the right to seek payment of the contractual penalty in the amount of 50,000.00 zł ( 50,000 Polish zlotys ) within 7 days from the date of the payment demand Commercial Partner to pay, which does not exclude the possibility of investigation by the Manufacturer compensation on general principles.

**§ 9  
(Documents and declarations)**

1. The parties unanimously declare that they treat as binding declarations and documents sent to the other party by
  - a) fax to the following number:
    - Manufacturer's +48 32 4539352
    - Commercial Partner's .....
  - b) or by e-mail to:
    - Manufacturer: termoprofil@termoprofil.eu
    - Commercial Partner's .....
2. Equivalent to the declaration in the manner specified in paragraphs 1 is marked by the Manufacturer information on the login Panel , every Commercial Partner understands it and has no objection.
3. The Parties undertake to keep information obtained in connection with the conclusion and execution of the Agreement private, under pain of full liability and financial consequences

**§ 10  
(Final provisions)**

1. The Agreement is concluded for an indefinite period of time.
2. The Agreement may be terminated by either of the Parties at a one-month notice.
3. This Agreement concluded between the parties replaces all other arrangements between the parties regarding their commercial activity.
4. To all matters not settled herein generally applicable regulations of Polish law shall apply.
5. The competent court is the court having jurisdiction over the Manufacturer's registered office.

Attachments:

1. Warranty Card of PVC profiles
2. Warranty Card of Aluminium profiles
3. Rules for the use of windows and balcony doors
4. Guidelines for installation of windows and doors from PVC and aluminum

Commercial Partner

Manufacturer