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GENERAL TERMS AND CONDITIONS OF SALE OF VISUAL COMPANY Ltd. 2024

These General Terms and Conditions of Sale (hereinafter referred to as the 'GTCS') define the rights and obligations of the parties to contracts of sale and delivery of goods and services, of which VISUAL Sp. z o.o. is the seller.

I. DEFINITIONS

Seller - VISUAL Sp. z o.o. 15 Samsonowicza St., 27-400 Ostrowiec Św. NIP: 661 237 94 42, KRS number: 0000829978 Registration Court in Ostrowiec Św., amount of initial capital :8850.00 PLN

Buyer - a legal person, an organisational unit without legal personality, a natural person running a business or a natural person Goods - movables, goods and services, goods to be sold on the basis of a sales contract, order or any other contractual relationship leading to the transfer of ownership.

Order - an offer to purchase products made by the Buyer in writing, delivered in person, by post, courier or by e-mail, containing at least: the name of the Buyer (Orderer) the type and quantity of the product, the Buyer's (Orderer's) data necessary to identify and prepare the order, issue a VAT invoice and company data, contact details, method, date and place of collection of the ordered products.

Receipt Protocol - a document confirming the delivery of Goods by the Seller

Complaint Notification - notification of inconsistency of the Goods with the Order, sent via the service form available at the Seller's website www.visualdesign.com.pl/serwis.

General Terms and Conditions of Sale (GTS) - a document specifying the detailed terms and conditions of the sales agreement

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II. GENERAL CONDITIONS

1. The Seller undertakes to produce the Goods within the agreed time limit. The deadline is counted from the date when the following conditions are fulfilled together:
 - a. obtaining full technical documentation concerning the Goods
 - b. after acceptance of the technical documentation by the Buyer
 - c. after the agreed prepayments have been credited
 - d. after the measurements on site (if specified) of the ordered elements have been taken.
2. The Buyer is obliged to provide technical information and submit a complete executive design necessary to manufacture the ordered assortment, complete data on the parameters for the characteristics of the construction resulting from the design, including specification and verification of raw and component materials. Preparation of the specifications of the item according to the legal requirements shall be handled by the party specified at the stage of submitting an offer or order.
3. In the case of changes made by the Purchaser at the production stage, affecting the change of the production process, material consumption as well as the technologies applied at the production, the Seller reserves the right to adjust the execution dates as well as price calculations. Re-entry into production shall require written acceptance of the changes and new conditions by the Purchaser.
4. If it is necessary to introduce changes or additions to the design in order to achieve the parameters and scope of execution required by the Purchaser, the Seller, following written confirmation by the Purchaser, may coordinate the introduction of such changes by persons authorised to do so. The costs of making such changes shall be presented to the Buyer in writing and shall be borne entirely by the Buyer.
5. The person signing the order on behalf of the Purchaser must have the power of attorney to undertake such actions.

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III. DELIVERY AND ASSEMBLY

1. The Supplier shall be responsible for the organisation and cost of transport, unless otherwise agreed by the Parties when placing the order.
2. The Supplier shall be obliged to adequately protect the Shed against loss, damage or destruction during transport.
3. If the place of delivery is different from that originally indicated, the Buyer shall specify it in writing or by means of a forwarded email up to 10 days before delivery. The change of the place of delivery must be confirmed in writing by the seller.
4. In the case that the cost of delivery to the newly specified place will be higher than originally specified or the determination of the new place of delivery will take place after the date indicated, the Seller has the right to increase the price for transportation of the Goods.
5. The cost of unloading the Goods shall be borne by the Buyer, unless the Parties have agreed otherwise. The Buyer shall ensure that the Goods can be unloaded at the place of delivery and shall indicate and provide a storage place for the Goods.
6. In case unloading of the Goods will not be possible at the place of delivery and the Seller will have to arrange transport to the Seller's own warehouse, the Buyer will be charged with the costs.
7. If the subject of sale includes assembly of the Goods, the Buyer undertakes to inform the Seller via e-mail about the readiness of the assembly site for unloading and assembly of the Goods. The Seller will receive from the Buyer the contact details of the person supervising the works at the given investment as well as photo documentation to confirm the readiness of the site for assembly.
8. Delivery, including assembly, will be carried out by the Seller within the time limits individually agreed when placing the order, unless a different time limit is agreed in the course of the order.
9. The Seller reserves the right to postpone the commencement date of installation due to:
 - a. the occurrence of unfavourable weather conditions,
 - b. lack of access roads to and from the construction site,

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- c. lack of hardened pavement,
 - d. dangerous underground installations, overhead lines and construction obstructions,
 - e. dimensional restrictions with regard to the dimensions and weight of the items to be delivered to the construction site,
 - f. conditions related to structures in the immediate vicinity of the works,
 - g. impossibility of installing the equipment on site and of storing it,
 - h. installation conditions which are contrary to health and safety rules and which make it impossible or very difficult to carry out such work.
10. Postponement of the installation for the aforementioned reasons and the costs that the Seller must incur in connection with this shall be borne by the Buyer.
11. The storage and securing of the material as well as the construction site shall be the responsibility of the Purchaser in accordance with the building regulations, including the securing of the social area.
12. In the event of the Purchaser's failure to properly prepare the site (in accordance with GSC chapter III, point 9) on which the assembly of the Goods is to take place, the Purchaser shall be obliged to sign the Goods Acceptance Protocol, ensuring its safe storage until the commencement of assembly. Damages and losses occurring in the Goods during the period of storage by the Buyer shall not constitute the basis for complaints and other reasons, including financial ones, to be borne by the Seller.
13. Acceptance of the Goods will take place on the basis of an acceptance protocol each time after the Seller completes assembly of the Goods. During assembly of the Goods, the Seller will agree with the Buyer the date of acceptance. Any possible remarks made by the Buyer during acceptance will be included in the content of the takeover protocol and considered in accordance with the complaint notification. Submitting remarks in the acceptance protocol or refusal to sign the protocol due to remarks not affecting the proper functioning of the facility shall not constitute grounds for withholding payment to the Seller.
14. In the event that the agreed date of delivery, assembly or acceptance of the Shed is extended beyond 14 days for reasons attributable to the Buyer, the Seller reserves the right to charge storage costs in the amount of 0.1% of the order value for each day of delay with respect to the originally agreed date of delivery, assembly or acceptance of the Goods.

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15. The storage costs will be settled on the basis of a final invoice issued to the Buyer, including the cost of storage.
16. The Buyer (Purchaser) shall provide the necessary access to electricity.
17. The supply of electricity to the assembled items and the appropriate protection of the electrical installation shall be the responsibility of the Purchaser.
18. Packaging and post-assembly waste shall be disposed of by the Purchaser, unless the parties agree otherwise.

IV. INVOICE, PAYMENT

1. On account of the purchase of Goods, the Purchaser shall pay to the Seller the net amount agreed in the order increased by VAT at the applicable rate. The detailed specification of prices for individual elements and service components is included in the accepted commercial offer. The terms, method of payment, exchange rate and currency shall be specified in the commercial offer.
2. The Seller reserves the ownership of the Goods until the Buyer has paid the agreed price in full. Until the price is paid, the Goods remain the property of the Seller.
3. Until full payment is made by the Buyer, the Seller is entitled to all rights to dispose of the Goods. The Buyer is not entitled to establish any encumbrances on the Goods.
4. Payments will be made on the basis of invoices issued by the Seller to the bank account indicated on the invoice. The basis for issuing a final invoice is a final acceptance protocol of the Goods signed by both parties. In the case of the Purchaser's failure to take part in the acceptance activities or refusal to sign the final acceptance protocol due to defects not affecting the proper operation of the facility, the Seller shall carry out a unilateral acceptance of the works, which is the basis for issuing a final invoice.
5. The Seller reserves the right to suspend the execution of the Order in the event of arrears of payment by the Purchaser to the Seller.

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V. NOTIFICATION OF CLAIM. WARRANTY

1. The Buyer is entitled to report defects or faults of the Goods or its elements to the Seller, as well as its possible non-conformity with the order within the period of time until the date of acceptance of the Goods appointed in accordance with chapter III point 13 of GTS. A complaint shall be notified to the Supplier:
 - a. by e-mail, whereby the notification shall contain an indication of defects and citation of the circumstances revealing the reasons for lodging the complaint, as well as photo documentation. The day on which the e-mail message is sent shall be deemed to be the day of lodging the complaint, or
 - b. in the delivery and acceptance protocol drawn up jointly by the Parties during the acceptance of the Shed in accordance with chapter III point 13 of GTS.
2. Complaints submitted outside the time limit specified in clause 1 above shall not be considered.
3. The Seller shall respond to the reported complaint within 14 working days from the date of its receipt. Lack of response within this period shall be deemed as positive consideration of the complaint.
4. If the Seller considers the complaint as justified, the reported defects or faults shall be removed at the expense of the Seller within 21 working days from the date of considering the complaint.
5. The Vendor shall provide the Purchaser with a warranty for the shelter or its components, including the elements of the shelter's visual identification, within the scope specified in chapter V, point 13 - 20 of GTS, taking into consideration the rules provided for in chapter V, point 6 of GTS.
6. The guarantee protection shall run from the date of signing the acceptance protocol. The guarantee does not cover mechanical defects of the Goods or its elements. Refusal to sign the acceptance protocol by the Buyer excludes the guarantee. In the event of the situation referred to in chapter III point 13 of GTS, the time of warranty protection shall be reduced accordingly by the length of delay.

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7. Any defects or shortages shall be covered by the warranty procedure as a warranty notification submitted to the Seller by e-mail. The guarantee notification shall include an indication of the defects and citation of the circumstances in which the defect arose, as well as photo documentation. The day of sending the e-mail is considered the day of submitting the guarantee notification.
8. The Supplier undertakes to consider the guarantee notification within 14 days of receipt of the notification. The Supplier reserves the right to inspect the warranty item in which a defect has been reported. In such a case, the time limit for considering the warranty claim shall run from the date of the inspection.
9. If the warranty claim is accepted, the liability under the warranty is limited to the repair or replacement of the defective parts of the shelter. The replacement or repair will take place within 21 working days from the date of acceptance of the warranty claim.
10. The guarantee does not cover mechanical damage.
11. Claiming or complaining about one item from the whole delivery does not justify claiming about the whole Goods covered by one delivery and does not withhold payment for the whole of the Goods delivered.
12. Damages incurred during transport shall be borne by the Seller if transport is one of the components of the order and is on the Seller's side.
13. In the case of visual identification elements, imperfections visible from a distance of 4 metres shall be considered a defect.
14. The Seller shall provide the Purchaser with a guarantee for the purchased goods:
 - a. 12 months for banners,
 - b. 24 months for the varnish coating, galvanised elements, for the LED lighting excluding light sources, and for the electrical installation made by the Seller and price displays,
 - c. 12 months for installation in contact with water, or as specified on the Order.

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15. The Seller does not grant any warranty for lighting other than LED lighting and electrical installation carried out on site by other entities. The guarantee shall also not apply if the installation carried out by other entities is faulty (e.g. inadequate workmanship with regard to the use of shock and fire protection apparatus and other safety devices as well as the installation itself). The guarantee shall also not apply in the event of inadequate performance of the energy supplier at the installation site by the Seller or if the energy supplier is at fault.
16. The seller does not guarantee that in the case of guarantee or post-guarantee exchange, the light colour of the newly installed light sources will be identical to that of the light sources functioning at the place of installation. In the case of warranty replacement or post-warranty exchange - paid - of elements of visual identification (powder coated, composite materials, foil or other), differences in colour shades in relation to the colours of the elements already installed may occur.
17. Pursuant to Article 558(1) of the Civil Code, the parties exclude liability under the warranty for physical defects of the goods.
18. The warranty does not cover defects caused by:
 - a. force majeure, by which the Parties understand: an extraordinary, external event that could not have been foreseen and prevented, in particular war, flood, fire or other natural disasters.
 - b. damage caused by the fault of the user, in particular as a result of use not being in conformity with the intended use or operating rules.
19. The warranty shall automatically lapse for any items covered by the warranty which the Purchaser has repaired or replaced without prior arrangement with the Seller. Such arrangements must be in writing and accepted by both parties.
20. Any interference with the purchased goods without the knowledge and consent of the Seller shall result in the total loss of the Seller's warranty.
21. The Purchaser shall notify the Seller of any discovered defect or fault in the subject of the agreement immediately upon its discovery by calling the Seller to remove the defect in the subject of the agreement, specifying in the call:
 - a. Goods to which the defect / fault applies

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- b. The place of removal of the defect of the subject of the agreement,
 - c. general description of the defect.
22. The Contractor shall inform the Ordering Party at least 24 hours in advance about the date of commencement of removal of the defect of the subject of the agreement.
23. In the case of an unjustified call for the warranty service, i.e. one in which the service technician did not ascertain the defect / failure on site resulting from the fault of the Seller, the Purchaser shall be charged with the costs of travel and possible repair. In case of an unjustified call for the service, the Buyer undertakes to cover the costs of the service on the route Ostrowiec Św. -> place of repair -> Ostrowiec Św. at the amount of 2,50 EUR/km rate and of the service work at the amount of 50,00 EUR/RBH rate for each commenced hour. The minimum fee for service access is 150.00 EUR.
24. The steel structures supplied by the Seller shall be galvanised in accordance with PN-EN ISO 1461-2000 (unless otherwise stated in the contract). If the zinc coating has a minimum thickness as per the standard, the occurrence of dark grey areas, slight unevenness of the surface or so-called white rust shall not constitute grounds for complaint.

VI. FINAL PROVISIONS

1. If enforcement proceedings are taken against the Purchaser, declared bankruptcy of the Purchaser or any other interference by third parties infringing the property rights, the Purchaser shall be obliged to inform the Seller in writing without delay so that the Seller can take appropriate steps to protect his interests.
2. The Buyer shall pay contractual penalties to the Seller:
 - a. For late payment of invoices - statutory interest.
 - b. On account of unjustified withdrawal from the agreement by the Purchaser, the Purchaser shall cover 100% of the costs which the Seller has incurred in connection with the execution of the Order, but not more than the equivalent of the price (net) specified in the Order or the agreement.

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3. The Seller reserves the right to claim damages on general terms for reasons other than those specified in the GTS.
4. Submission of the Order by the Purchaser shall mean confirmation of familiarisation with and acceptance of GTS.
5. After assembly and full payment of the amount specified in the Order, the Purchaser shall become the sole owner of the received Goods.
6. In matters not regulated by the GTS, the relevant provisions of the Civil Code shall apply.
7. Any changes to the Order shall be made in writing under pain of nullity.

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