

# Rules of the Internet Service 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 services provided by electronic means within Internet services under domains [oknoplast.com.pl](http://oknoplast.com.pl), [oknoplast.de](http://oknoplast.de), [oknoplast.fr](http://oknoplast.fr), [oknoplast.ch](http://oknoplast.ch), [oknoplast.it](http://oknoplast.it), [oknoplast.com.cz](http://oknoplast.com.cz), [oknoplast.sk](http://oknoplast.sk), [oknoplast.hu](http://oknoplast.hu), [aluhaus.com.pl](http://aluhaus.com.pl), [aluhaus.com.de](http://aluhaus.com.de), [aluhaus.cz](http://aluhaus.cz), [aluhaus.sk](http://aluhaus.sk), [aluhaus.hu](http://aluhaus.hu), [oknaprolux.pl](http://oknaprolux.pl), [oknoplast.com](http://oknoplast.com), [grandearth.de](http://grandearth.de), [oknaprolux.cz](http://oknaprolux.cz), [oknaprolux.sk](http://oknaprolux.sk) (hereinafter referred to as the **Service**), as well as the rules of personal data and privacy protection of Customers that are natural persons.
2. Any Service provided within the Service is subject to the Rules, unless separate rules concerning a particular Service are established, stating otherwise.
3. Prior to making use of the Service for the first time, the Customers shall become acquainted with the Rules.
4. The Customer agrees to make use of the Service based on the Rules, by making use of websites under domains [oknoplast.com.pl](http://oknoplast.com.pl), [oknoplast.de](http://oknoplast.de), [oknoplast.fr](http://oknoplast.fr), [oknoplast.ch](http://oknoplast.ch), [oknoplast.it](http://oknoplast.it), [oknoplast.com.cz](http://oknoplast.com.cz), [oknoplast.sk](http://oknoplast.sk), [oknoplast.hu](http://oknoplast.hu), [aluhaus.com.pl](http://aluhaus.com.pl), [aluhaus.com.de](http://aluhaus.com.de), [aluhaus.cz](http://aluhaus.cz), [aluhaus.sk](http://aluhaus.sk), [aluhaus.hu](http://aluhaus.hu), [oknaprolux.pl](http://oknaprolux.pl), [grandearth.de](http://grandearth.de), [oknaprolux.cz](http://oknaprolux.cz), [oknaprolux.sk](http://oknaprolux.sk) or [oknoplast.com](http://oknoplast.com).
5. Starting from his/her first use of the Service, 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 Service, 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 Services provided by Oknoplast within the Service, that are subject to the Rules.
  - **Services** - all services provided by Oknoplast to Customers by electronic means, within the Service and based on the Rules.
  - **Registration** - opening an account by a Customer within the Oknoplast Service, by submitting data necessary to perform the Service whenever required by a particular Service.
  - **Materials** - any materials, names, drawings, films, logos, contents or parts thereof included in the Service.
  - **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.
  - **Architect** - a person holding architect license who is a member of the professional association or acts independently.
  - **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 Service operation.

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

1. Any information contained in the Service, 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 services 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 Service 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 Service 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 Service content.
3. Any photographs placed in the Service 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 Service 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 (the list of current distributors is available at <http://oknoplast.com.pl/kontakt>), 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 Service reliable, complete, true and updated. However, Oknoplast shall accept no responsibility or liability for accuracy or suitability of information included in the Service 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 Service.
6. In order to make use of the Services offered within the Service, including in particular the possibility offered to the Customers of browsing and reading materials and information (texts, photographs, graphics, data, etc.) placed in the Service, Registration shall not be required, subject to the provisions of sub-point 7 below.
7. The Services that require Registration in the Service (including the case when Registration is required by the Service itself - submitting specific personal data) in order to establish an account or make use of the Service, include:
  - a. making use of the "Dla Architekta" (For Architect) Service by the Customers that are architects, with the proviso that the "Dla Architekta" Service is available on the website [www.oknoplast.com.pl](http://www.oknoplast.com.pl) only in the Polish language version. The rules of making use of the "Dla Architekta" Service are specified in: *Warunki Korzystania z Serwisu "Dla Architekta" (The Terms and Conditions of Making Use of the "Dla Architekta" Service)* available at [www.oknoplast.com.pl/dlaarchitekta](http://www.oknoplast.com.pl/dlaarchitekta),
  - b. making use of the "Strefa Klienta" (Client Zone) Service by the Customers being Trade Partners of Oknoplast.
8. The Services shall be made available in the Service free of charge.
9. In order to make proper and complete use of the Service, 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.
- 10. Making use of specific applications of the Service may depend on software installation such as Java, Java Script, Sliverlight, and acceptance of cookies files, as informed by Oknoplast in the Service.
- 11. The Customer making use of the Services requiring Registration, including the "Dla Architekta" or "Strefa Klienta" Services, shall protect login and password to Services against access by unauthorized persons.
- 12. The Service 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 Service. 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.
- 13. Oknoplast reserves the right to temporarily restrict access to the Service in the case of server failure or due to the need to carry out necessary maintenance works, or server or Service overview or extension.
- 14. Oknoplast reserves the right to change and/or delete any type of Material or application included in the Service, 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 Service (e.g. browsing information and materials placed in the Service).
- 2. The conclusion of certain agreements on Service provision requires Registration in the Service. Oknoplast shall specify the types of such Services in the Service.
- 3. The agreement on Service provision shall be terminated in result of the Customer ceasing making use of the Service.

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

- 1. The following activities are forbidden:
  - a. placement, transfer or distribution of any information, data, materials or contents via the present Service, 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 Service or Services, including via transmission of files containing damaged data or viruses, or making them available in any other way,
  - c. changing or modifying Service appearance or layout, or the source code of the website hosting the Service,
  - d. creating hyperlinks to the Service without prior written consent of Oknoplast.
- 2. Oknoplast reserves the right to deny access to the Service upon stating (at own discretion) that the Customer infringed the present Rules, as well as in the case of reasonable suspicion that the Service 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 Service 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 Service 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 Service 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 Service,
  - b. make use of applications or programmes included in the Service in order to create new software or other technology forms based on basic functions of an application or a programme included in the Service 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 Service 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 Service, 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 Service 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 Service 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 Service.
3. Oknoplast shall accept no responsibility or liability for the Customer's lack of opportunity to make use of the Service, for delayed update of information or Materials included in the Service, or for damage or loss resulting from possible delays or irregularities in establishing connection with the Service, electricity supply, provision of telephone services, 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 Service 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, and in the case of Services requiring Registration also an identifier/login.
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**

### **A. General Provisions**

1. Within the framework of providing services in the Service by electronic means, Oknoplast shall be entitled to process personal data of the Customers in accordance with and under the terms and conditions specified in the Act of 18 July 2002 on Providing Services by Electronic Means (Journal of Laws of 2002, No. 144, item 1204, with amendments), and the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002, No. 101, item 926, with amendments).

2. In the meaning of the Act of 29 August 1997 on the Protection of Personal Data (Journal of Laws of 2002, No. 101, item 926, with amendments), the administrator of personal data shall be Oknoplast Sp. z o.o. with the 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.
3. Personal data processing shall be performed in the registered office of Oknoplast and exclusively by Oknoplast personnel entrusted with the task of data processing, or possibly by third parties entrusted with the Service management, maintenance works or implementation of other services on behalf of Oknoplast upon Oknoplast order.
4. Oknoplast may entrust personal data processing to other entities, for the purpose of and within the scope required for proper performance of the Service for the needs of which they were gathered.
5. Personal data shall be processed with the use of automatic tools, for the period necessary to perform the Service for the needs of which they were gathered. Specific protective measures shall be applied, aimed at preventing data loss, their illegal or incorrect use and unauthorized access to such data.
6. Personal data of the Customers, such as the first and family names, email address or contact telephone number may be transferred by Oknoplast to other companies included in the Oknoplast Group, as well as to service providers performing services on behalf of Oknoplast; it is particularly applicable to transfer of information concerning a registered domain holder to entities operating Internet domains, service providers handling payments, or other entities Oknoplast cooperates with within this scope, with the proviso that such service providers are not and will not be authorized to use or disclose any personal data of the Customers, with the exception of the situation when it is necessary for performance of the ordered service, or when such obligation arises from legal regulations. Personal data of the Customers shall not be transferred by Oknoplast to any other third persons.
7. If Oknoplast is informed on the Customer's use of the Service in a way non-compliant with law, the Rules or decency, Oknoplast may process the Customer's personal data for the purpose and within the scope required to set up the Customer's responsibility.
8. Apart from navigation data referred to in point B below, the Customer is completely free to grant access to his/her personal data such as the first and family names, address, email address or telephone number, entered in a contact form, registration form in the case of Services requiring Registration in the Service, or given during possible contacts with Oknoplast Office by telephone or email in order to receive information materials or other information. Data provision shall be voluntary, however abstaining from their provision may make performance of a particular Service impossible.
9. A message sent by email, in a clear and voluntary way, to one of the addresses indicated in the Service shall result in gaining sender's address necessary to reply to the question, as well as other possible personal data included in the message.
10. Oknoplast, by granting access to contact form or registration form, shall specify personal data required to be provided in order to get in contact with Oknoplast or conclude an agreement on the provision of the Service requiring Registration. In such case, refusal to provide data may result in lack of possibility to get in contact with Oknoplast or make use of the Service requiring Registration.
11. The Customer shall be entitled to access his/her personal data, and supplement and correct them. In order to receive information on processing his/her personal data, the Customer shall direct a written question to Oknoplast at the address: Oknoplast Sp. z o.o., Ochmanów 117, 32-003 Podłęże, with a note "Personal Data" added on the envelope, or send the relevant message by email to the address: [biuro@oknoplast.com.pl](mailto:biuro@oknoplast.com.pl), adding in the title of the message a note "Personal Data". A reply to the question shall be forwarded within 30 days from the date of receipt of the letter or email with a question.
12. The Customer shall be entitled to demand deletion of his/her personal data at any time. The demand for deletion of personal data requires a written statement sent to the address: Oknoplast sp. z o.o., Ochmanów 117, 32-003 Podłęże, or sending the relevant message by email to the address: [biuro@oknoplast.com.pl](mailto:biuro@oknoplast.com.pl).

## **B. Navigation Data**

1. IT systems and procedures connected with software, required in order to make the Service operational, gather as a standard some personal data that need to be transmitted during making use of Communication Protocols of Internet network.
2. Such information shall be gathered not in order to have it connected with identified persons they refer to, but due to its nature it might make establishing of the Customer's identity possible by its processing and binding with data stored by third persons. Such category of data includes: IP addresses or domain names of computers used by the Customer making connection with the Service, URI (Uniform Resource Identifier) addresses of required resources, the time of submitting a question, a method of submitting a question to the server, a size of the file received in reply, numeric code indicating a status of reply received from the server (positive reply, error, etc.) and other parameters of the Customer's operating system and IT environment.
3. Such data are used exclusively for gathering anonymous information of statistical nature, concerning the use of the Service, and for controlling its smooth operation. They may also be used under circumstances indicated in point A, sub-point 7 above.

### **C. Cookies Files**

1. Certain information on the Customers are gathered through the so-called session cookies. The use of the so-called session cookies (that are not permanently saved on the Customer's computer and are deleted upon closing the browser, logout or closing the software) shall be strictly limited to transferring identification data of a given session (made up of random numbers generated by the server) necessary for safe and efficient making use of the Service and used for statistical purposes in order to establish the monthly number of Service visitors.
2. The so-called session cookies applied to satisfy the needs of the Service do not make use of other IT technologies potentially infringing confidentiality of the Customer's use of Internet network, and they do not allow for gaining personal data identifying the Customer.
3. The so-called session cookies are used for the following purposes:
  - a. to create statistics that help to understand how the Customers make use of the Service, allowing for improvement of its structure and content,
  - b. to maintain the Customer's session (after logging in) so that the Customer does not have to re-enter his/her login and password on each Service sub-page,
  - c. to define the Customer's profile in order to display him/her tailor-made Materials in advertising networks, in particular in Google network.
4. Cookies are used by Oknoplast only upon the Customer's consent. In order to grant consent to sending and making use of the cookies, it is necessary to introduce relevant changes in one's own Internet browser settings, or leave them at default level allowing for data processing. The decision on granting consent to sending cookies and making use of them by Oknoplast has to be taken directly after entering the Service. If such consent is not granted, the cookies files will not be used to remember Customer's preferred settings and other information connected with his/her making use of the Service, however restrictions in the use of cookies may impact certain functionalities available in the Service.
5. Cookies may be used in the Service to transfer information of personal nature, and the so-called permanent cookies, i.e. systems intended for tracking the Customer in the network, may also be used.
6. Further information on cookies and their management may be found at <http://www.aboutcookies.org> (website available in English).

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

1. Any application, programme or Material or parts thereof included in the Service, as well as any other elements of the Service and website where the Service 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 Service shall not mean the acquisition by the Customer of any intellectual property right to applications, programmes or Materials, or any other element of the Service or website where the Service is available, their layout and appearance, including the source code.
3. For the validity period of concluded agreement on providing services 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 Service, 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 Service,
  - c. sell, lend, or transfer to the third person, in any form, of any applications, programmes or Materials included in the Service,
  - d. re-engineer, decompile, deassembly, introduce corrections, modify, translate, carry out any tests aimed at gaining access to the source code of the Service, or any applications or programmes included in the Service, as well as create products and programmes of derivative nature in relation to the Service, application or programme included in the Service.
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 Service 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 Service, the Customer shall become acquainted with the current version of the Rules. Any subsequent use of the Service, bearing a later date than the date of introducing the changed version of the Rules into the Service, 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 Service shall be settled by the competent court.
4. The Rules shall enter into force on the date of its publication in the Service.