

# GENERAL TERMS OF SALE

## I. General provisions

1. These General Terms and Conditions of Contracts, hereinafter referred to as the General Terms and Conditions, regulate the rules regarding the conclusion and implementation of contracts for the sale of goods and the provision of services by Ekomer-K. Wróblewska Spółka jawna in Toruń, hereinafter referred to as the Seller, to other entities, hereinafter referred to as the Buyer.
2. General Terms and Conditions of Sale constitute an integral part of contracts for the sale of goods and the provision of services concluded between the Seller and the Buyer. Individual provisions of the General Terms and Conditions of Sale may be changed or excluded only with the prior written consent of the Seller under pain of nullity.
3. In the event of discrepancies between the content of these General Terms and Conditions and the content of the contract between the parties, the provisions of the contract shall apply.
4. If there is a buyer's standard contract, the provisions contained therein apply only unless they are inconsistent with these General Terms and Conditions.
5. These General Terms and Conditions apply to all contracts for the sale of goods and services concluded from April 1, 2014.

## II. Offers, conclusion of a contract

1. The contract is concluded by placing a written order by the Buyer and its acceptance by the Seller. The order is deemed accepted when the Seller sends the Buyer a written confirmation of acceptance of the order: by registered letter, fax, e-mail.
2. When placing an order, the Buyer presents the Seller with copies of the following documents: a/ a current excerpt from the National Court Register, a certificate from the business register b/ the decision to assign the NIP and REGON
3. Obligation to present the documents listed in section 2 does not apply to orders placed by buyers who are in permanent business relations with the Seller.

## III. Price

1. The price is determined by negotiation and is expressed in net amounts.
2. The price does not include the costs of transporting the goods from the Seller's warehouse

and customs duties.

#### **IV. Terms of payment**

1. In the case of the first transaction, the price is paid in such a way that the Buyer is obliged to pay 100% of the price within 7 days of the Seller confirming acceptance of the order.
2. The Seller allows the payment deadline to be postponed in the case of the first transaction, provided that the payment is secured in the form of an insurance guarantee, bank guarantee, etc.
3. For subsequent transactions, the payment deadline may be postponed up to a maximum of 30 days.
4. All payments should be made by the Buyer to the Seller's bank account at Raiffeisen Polbank, account number (IBAN) PL73 1750 1208 0000 0000 0277 9153, specifying the payment title.

#### **V. Execution of the contract**

1. The order completion time is no more than 30 days from the date of order confirmation by the Seller, unless the Seller indicates a different date when confirming acceptance of the order.
2. Within 3 days before the scheduled delivery/collection of the goods, the Seller agrees with the buyer - by telephone, fax or via e-mail - the date, time and place of delivery/collection.
3. In the event of a delay in the delivery of goods beyond the Seller's control, the order completion date is extended by the duration of the obstacle preventing the Seller from completing the order on time. In the event of a delay in the delivery of the goods, the Seller shall immediately inform the Buyer about the reason for the delay and the new expected delivery date.

#### **VI. Delivery**

1. Unless the parties have agreed otherwise, the goods are delivered at the Buyer's expense in accordance with the agreed rules.
2. The Seller is free from liability for any losses, changes or damage to the goods occurring during transport. Damage to the goods does not release the Buyer from the obligation to pay for the goods and does not entitle the Buyer to demand delivery of defect-free goods or to

demand payment of compensation.

## **VII. Defects of the item sold**

1. The Buyer undertakes to very carefully examine the goods upon receipt in terms of quantity, compliance with the specification and for any visible defects. The attached technical documentation of the goods is also checked.
2. Any certificates, approvals, certificates of conformity or other documents provided by the Seller together with the goods indicating the quality of the goods, their parameters and technical properties do not constitute confirmation by the Seller of the data contained therein and therefore do not constitute a guarantee that the goods meet the requirements indicated in criteria. The documents provided each time only constitute information to the Seller that the goods, in accordance with the manufacturer's declaration, were made in accordance with the criteria indicated in the documents.
3. Goods sold as second quality are not returnable.
4. If the Seller has undertaken to provide the Buyer with the documents referred to in section 3, it is assumed that this can be done within 1 month from the release of the goods.
5. The Buyer is obliged to notify the Seller about defects that cannot be detected despite very careful inspection upon receipt (no later than within 3 days) after their detection, otherwise the warranty rights will be lost.
6. To be valid, notification of a defect in the goods must be submitted in writing, and the Buyer undertakes to make the defective goods available in the delivered condition for inspection by the Seller upon his request. If the goods have been processed, the Seller's liability for defects in the goods expires.
7. If, in the Seller's opinion, a technical expert opinion is required to determine defects, the Seller will take a position on the defectiveness of the goods after obtaining the appropriate expert opinion.
8. The complaint will be accepted in writing, under pain of nullity, after the Seller has examined the batch of goods complained about, or after conducting an expert opinion. If the complaint is accepted, the Seller undertakes to replace the defective goods with defect-free goods at his own expense within the time agreed by the parties. If replacing the goods is impossible or requires the Seller to incur additional expenses, the Seller has the right to refuse to exchange the goods and refund the appropriate part of the price to the Buyer.
9. The Seller is released from liability for non-performance or improper performance of the contract if it is caused by defects in the goods related to improper performance by the

manufacturer. In this case, the Parties also exclude the Seller's liability under the warranty. The Seller's liability under the warranty is also excluded when the Buyer repairs the goods without the Seller's written consent.

10. Warranty rights expire after half a year from the date of delivery of the goods.
11. The Seller does not guarantee the suitability of a given product for a specific use. The risk of the intended use and use of the goods covered by the contract lies solely with the Buyer. Any information provided in this regard by the Seller is provided as a courtesy and cannot be treated as a basis for specific use.
12. Initiating a complaint procedure does not release the Buyer from the obligation to pay the price for the delivered goods.

### **VIII. Withdrawal from the contract**

1. The Buyer may withdraw from the contract in the event of the Seller's delay in executing the order for more than 30 days within the period specified in the order acceptance confirmation, after prior written request to the Seller to complete the order within an additional period of 7 days.
2. In the event of the Buyer withdrawing from the contract for the reasons specified in section 1, the Seller is obliged to return to the Buyer the part of the price paid so far.
3. The Seller may withdraw from the contract in the event of the Buyer's delay in payment of part or all of the amount due.
4. The parties may terminate the contract at any time by written agreement under pain of nullity.

### **IX. Final Provisions**

1. In unregulated matters, the relevant provisions of the Civil Code shall apply.
2. Disputes that may arise in connection with the performance of contracts shall be submitted to the court of the Seller's seat for resolution by the Parties.
3. Any changes to contracts or orders must be made in writing under pain of nullity.