

General terms and conditions of order acceptance and execution

The attached Terms of Acceptance and Order Processing are an integral part of the Order Confirmation.
Terms of acceptance and execution of the order.

1. General provisions.

- 1.1 The conditions of sale listed below are an integral part of the Buyer's confirmed orders for the goods sold by the Seller.
- 1.2 An order placed by the Buyer in electronic form has full legal force.

2. Taking orders.

- 2.1 Orders, depending on the assortment, are accepted with the expected date of payment and completion - specified on the first page of the Order/Confirmation.
- 2.2 Orders under long-term contracts are accepted first.
- 2.3 The order is accepted for execution after confirmation by the Seller.
- 2.4 Lack of the Buyer's written objection within two days to the Terms of acceptance and execution of the order proposed by the Seller means consent to the conclusion of the contract on the terms specified in the Order Confirmation.

3. Acceptance of changes (cancellation) to confirmed orders.

- 3.1 The Buyer may make changes (cancellations) to confirmed orders only with the consent of the Seller.
- 3.2 The Buyer is obliged to collect the goods in accordance with the order. In the event of the Buyer's refusal to accept the goods, the Seller has the right to charge the Buyer with the costs of dispatching the ordered and made goods to the address indicated in the order.
- 3.3 After accepting the order for execution, the Buyer, changing or canceling the order, will bear the costs related to the preparation of the order for execution in the amount of at least 20% of the net value of the contract.

4. Prices.

- 4.1 The prices contained in this confirmation are net prices. VAT in the statutory amount will be added to the net price.
- 4.2 The Buyer declares that he is a VAT payer and is entitled to receive a VAT invoice. The Buyer authorizes the Seller to issue VAT invoices without the Buyer's signature.
- 4.3 Transport costs shall be borne by the Buyer, unless the Parties agree otherwise.
- 4.4 Orders confirmed for execution and not completed in full within the time limit set in the confirmation remain valid along with the agreed price conditions, unless the Parties agree otherwise.
- 4.5 If the Buyer deviates from the previously agreed quantities, the Seller reserves the right to change the base price.

5. Delivery.

- 5.1 The goods will be shipped by road or rail to the address indicated by the Buyer, unless the Parties agree otherwise.
- 5.2 If the goods are not collected within 7 days from the date of notifying the Buyer that the goods are ready for collection, the Seller reserves the right to issue and send an invoice to the Buyer for the value of the goods and leave them at the Buyer's disposal. The Buyer will bear the costs of storing the material in the amount of 0.1% of the value of the stored goods for each day of delay in receipt.
- 5.3 The Seller's delay in delivery of the goods for up to 30 days from the agreed delivery date does not entitle the Buyer to pursue any claims from the Seller. After the 30-day delay, the Buyer has the right to demand payment of a contractual penalty in the amount of 0.1% of the net price of the order for each subsequent day of delay (starting from the 31st day after the agreed delivery date) or may withdraw from the contract by submitting a written declaration.

6. Payment.

- 6.1 The sale takes place only on a prepayment basis, unless the Parties agree otherwise.
- 6.2 The date of payment shall be the date of crediting the Seller's bank account.
- 6.3 The payment deadline for the received goods indicated on the invoice is counted from the date of invoice delivery and is specified in the Order/Confirmation. In the event of failure to pay on time, the Seller has the right to charge the Buyer with statutory interest for delays in commercial transactions.

7. Complaints.

- 7.1 In the event of quantitative shortages or quality defects, the Buyer should immediately submit a complaint in writing - in accordance with the Transport Law and the Civil Code.
- 7.2 Until the quality complaint is considered, the questioned goods should be kept at the Seller's disposal. Quantitative and qualitative complaints will be considered by the Seller within 14 calendar days from the date of its receipt.
- 7.3 Filing a complaint by the Buyer does not release him from the obligation to make timely payments.
- 7.4 The costs of the complaint procedure are borne entirely by the Buyer if the complaint turns out to be unfounded.
- 7.5 In the case of a justified complaint, the costs of the complaint procedure are charged to the Seller.

8. Returns

- 8.1 Ordered goods are not returnable. However, the seller may agree to return the goods in certain cases - consent may be subject to the need to pay a fee for the return. The goods are considered returned when they are received by the Seller intact. The Seller shall return to the Buyer the amount constituting the price of the returned goods less the fees incurred, referred to above, within the period specified on the correcting invoice. The costs of returning the goods are charged to the Buyer and the Seller has the right to demand the prior payment of the related costs, or to deduct the costs and fees from the amounts due to the Buyer.
- 8.2 In the event that the Seller agrees to return the goods, and the Buyer has not paid the amount due under the order until the return, the Seller has the right to make the return conditional on the prior payment of part of the price for the remaining goods, as well as the fee for the return referred to above.

9. Force Majeure.

- 9.1 In the event of circumstances beyond the control of the Parties to the contract and having the nature of "force majeure" (natural disasters, acts of war, fires, strikes, epidemics, large-scale failures, etc.) preventing the Seller / Buyer from fully or partially fulfilling its obligations under this contract, the Party affected by the actions of "force majeure" shall not be liable for failure to fulfill its obligations under this contract for the duration of "force majeure", provided that the other party immediately confirms the occurrence of these circumstances in writing. The obligation should be fulfilled immediately after the "force majeure" ceases, except for the situation when the delay in delivery caused by "force majeure" exceeds the delivery time agreed in the contract by three months. In such a case, either Party has the right to withdraw from the contract without any right to compensation. Such a statement of the Party requires a written form under pain of nullity.

10. Final Provisions.

- 10.1 Matters not covered by this contract will be settled on the basis of the provisions of the Polish Civil Code.
- 10.2 Any disputes arising from this contract shall be settled by the court competent for the registered office of the Seller.