

# General terms of sales and delivery

## I. DEFINITIONS

1. The term “GTSD” or “Terms” – shall mean these General Terms of Sale and Delivery.
2. The term “goods” – shall mean a product ordered or sold by JASKOT Spółka jawna T. Jaskot G. Jaskot of Siekierzyn.
3. The term “Seller” – shall mean JASKOT Spółka jawna T. Jaskot G. Jaskot of Siekierzyn.
4. The term “Buyer” – shall mean any domestic or foreign entity that orders or purchases the commercial goods from the Seller.
5. The term “Party” or “Parties” shall mean the Seller and the Buyer [separately or]

## II. GENERAL PROVISIONS

1. The Terms specified below shall apply to each order for the goods or each salestransaction and each delivery of the goods between the Seller and the Buyer.
2. Any changes to the Terms or any additional arrangements pertaining to an order for the goods or a salestransaction and/or delivery of the goods shall require the Seller’s written consent.

## III. CONTRACT CONCLUSION

1. Catalogues, price lists, and other information addressed to the Seller’s customers do not constitute an offer within the meaning of the Polish Civil Code.
2. The Seller’s sales representatives act only within the limits of powers of attorney granted to them. The Seller shall not be held responsible for any actions of the sales representatives that go beyond the scope of their powers of attorney.

## IV. DELIVERY

1. An order for the goods shall be deemed to have been validly made if it has been made on an official template or via an official online form of the Seller and if it has been accepted by an authorised representative of the Seller in the form corresponding to the form of the order.
2. An order shall specify all terms and conditions governing the sale and delivery of the goods; the Buyer is not entitled to refer to any other arrangements with the Seller’s representatives with regard to the order made, unless they result from a change or addition to the order made by the Buyer approved in writing by the Seller’s representative.
3. The delivery date for the goods shall be set by the Seller in a written order acceptance confirmation; however, the date may be changed due to reasons not attributable to the Seller. The Seller shall make every effort to deliver the goods on an agreed date; however, the Seller shall be released from any obligation to comply with the goods delivery date in case of the non-compliance by the Buyer with the contractual

obligations towards the Seller, including in case of the Buyer's failure to pay an agreed advance/deposit in a timely manner.

4. The Seller shall not be held responsible for non-compliance with the goods delivery date if the reason for the non-compliance has involved force majeure or other circumstances attributable to third parties, in particular to the manufacturer or importer of the goods.
5. A change to the goods delivery date for reasons specified in Sections 3-4 of the GTSD shall be carried out by way of the Seller's notification made to the Buyer in the form corresponding to the form of the order, with the specification of a new delivery date and reasons for the change.
6. The Seller releases the goods at the moment of their collection by the Buyer directly from the Seller or at the time of the transfer of the goods by the Seller to the first carrier in order to transport the goods to a place indicated by the Buyer, whereby the Seller shall be deemed to have complied with the goods delivery date also by merely notifying the Buyer of the fact that the goods are ready for collection or shipment.
7. If the Buyer has failed to collect the goods within an agreed time limit or has failed to indicate a place of delivery where the goods are to be transferred to a carrier, any resulting costs, including the costs of storage of the goods from that moment until the release, shall be borne by the Buyer. At its discretion and bearing no responsibility, the Seller has the right to store the goods at the Buyer's risk, to issue an invoice to the Buyer for the goods on CPT terms (according to INCOTERMS) and to charge the Buyer with the storage costs for a minimum fee of 0.05% of the goods net value for each day of storage, starting from the date when the notification has been made that the goods are ready for shipment.
8. Upon the release of the goods, the risk of accidental loss of or damage to the goods shall pass onto the Buyer, and if the Buyer is not a consumer, the risk of an accidental loss of or damage to the goods shall pass also when the Buyer fails to collect the goods in spite of the lapse of a time limit set and in spite of the Seller's notification to the Buyer that the goods are ready for collection or shipment.

## **V. PAYMENTS**

1. Any claims under VAT invoices issued by the Seller for the sale of the goods to the Buyer shall become due and payable upon the lapse of time limits for payment specified in these VAT invoices. A date when the Seller receives payment in cash or a date of debiting the Seller's account shall be deemed a payment date, wherein the payments shall be deemed made only if made in their entirety.
2. If a payment date falls on a bank holiday, a payment may be made on the next business day.
3. Any advances or prepayments made by the Buyer for the delivery of the goods by the Seller shall not represent a deposit (in Polish: *zadek*) within the meaning of the Polish Civil Code, unless the Seller confirms in writing a specific payment is accepted as a deposit.
4. If the Buyer is in arrears with the payment of any amounts due, either in whole or in part, the Seller may make the delivery of the goods subject to the payment of the entire amount or to securing such payments by the Buyer. The Seller may also withdraw from a contract with immediate effect. In such a situation, all the Buyer's liabilities towards the Seller shall become immediately due and payable on the date of the Seller's withdrawal from a contract.

5. For any delayed payment, the Seller has the right to charge the Buyer with the maximum default interest within the meaning of the Civil Code.
6. In settlements between the Buyer and the Seller, the Buyer's right to set off their claims against the Seller with the Seller's claims against the Buyer for the sale of the goods shall be excluded.
7. If, for any reason, the Seller is obliged to refund to the Buyer part of a price, including an advance or deposit, the Seller shall make a refund to the Buyer within 14 days from the date when such an obligation arises.

## **VI. RETENTION OF TITLE**

1. Any goods delivered to the Buyer shall remain the property of the Seller until the Buyer pays the entire selling price.
2. If any third parties make any claims to the Buyer pertaining to the goods that are the property of the Seller, the Buyer is obliged to promptly inform the Seller thereof and to undertake any actions aimed at protecting the Seller's rights. Having failed to act accordingly, the Buyer shall be liable for damages towards the Seller.
3. In case of default by the Buyer with any payment for the goods, the Buyer is obliged, at the Seller's request, to promptly and unconditionally return the delivered goods to the Seller in full.
4. Unless the Seller has decided otherwise, the Seller's request for the goods to be returned and the collection of the goods by the Seller shall not result in the Seller's withdrawal from a contract; instead, it shall be understood as securing the performance by the Buyer of their obligations to the Seller.
5. The costs of delivering (returning) the goods to the Seller shall be borne by the Buyer.

## **VII. CONTRACTUAL PENALTIES**

1. The Buyer shall pay to the Seller a contractual penalty of 10% (ten percent) of the gross value of the ordered goods if the Buyer withdraws from a contract for reasons attributable to the Buyer or if the Seller withdraws from a contract for reasons attributable to the Buyer. The Seller shall have the right to deduct the contractual penalty from an advance/deposit made by the Buyer to the Seller.

## **VIII. STATUTORY WARRANTY**

1. The statutory warranty term for physical defects in any goods sold by the Seller, if the Buyer is a consumer, shall be 24 months from the date of the release of the goods, and in the case of any used goods – 12 months from the date of their release; otherwise, if the Buyer is not a consumer, a statutory warranty for physical defects shall be excluded.
2. The Seller shall perform its obligations under the statutory warranty for physical defects in the goods once the Buyer has presented a proof of purchase of the goods issued by the Seller.
3. A warranty for the goods sold by the Seller shall apply exclusively when it has been expressly granted under a separate document (warranty card) and on the terms and conditions specified therein. An entity specified as such in a warranty card shall be an exclusive warrantor.

## **IX. FINAL PROVISIONS**

1. The Polish law shall be the exclusive governing law applicable to the sale of the goods by the Seller to the Buyer; concurrently, the United Nations Convention on Contracts for the International Sale of Goods prepared in Vienna on 11 April 1980 shall be excluded in its entirety.
2. In case of any contracts and purchase terms made in Polish and in a foreign language, the contract's authentic language shall be Polish. In case of any discrepancies between the Polish version and a version in a foreign language, the Polish version shall prevail.
3. Any amendments to these Terms and to any contracts between the Parties shall be made in writing, otherwise being null and void.
4. Any disputes arising in connection with the sale of the goods by the Seller shall be settled by Polish courts of relevant subject matter jurisdiction competent for the Seller's registered office.