

## **General conditions of deliveries - BREVE-TUFVASSONS Sp.z o.o.**

### **1. Definitions**

- 1.1 General Conditions of Deliveries are hereinafter referred to, in abbreviation, as GCD.
- 1.2 Supplier: Breve-Tufvassons Sp. z o.o. (Ltd), 93-347 Łódź, Postępowa St. No 25/27.
- 1.3 Receiver: corporate entity or natural person conducting business activity related to the use of products offered by Breve-Tufvassons Sp. z o.o.

### **2. Scope of use**

- 2.1 GCD apply from the moment of placing the first order by the Recipient and constitute an integral part of all trade correspondence between the Supplier and Recipient.
- 2.2 The Recipient or a person authorised to appear on his behalf when placing an order certifies thereby that he knows and accepts the GCD.
- 2.3 The contents of current GCD are available on the Supplier's website, in the Trade Department and Customer Service Office.
- 2.4 All products of the Supplier are ordered on the conditions specified in these GCD unless the Supplier and Recipient decide otherwise in their agreement of delivery. Such agreement has to be concluded in writing to be valid.
- 2.5 Recipient's mandatory conditions of execution of agreements bearing different contents are not accepted by the Supplier.

### **3. Offers**

- 3.1 The Supplier's offer is valid for 30 days as of the placement of order, unless it contains another validity period.
- 3.2 All other information given by the Supplier do not constitute an offer according to the Civil Code provisions.
- 3.3 Unless the offers were clearly specified as binding, they are noncommittal.
- 3.4 The data and information contained in general product documentation, catalogues, drawings, descriptions and pricelists are binding only when the offer or agreement clearly refers to them.
- 3.5 The offers have to be drawn up in writing to be valid.
- 3.6 Oral agreements expire on their conclusion day.

### **4. Orders**

- 4.1 The recipient undertakes to place an order at the Supplier, for the delivery of products, in writing (by letter, fax or email).
- 4.2 The Supplier confirms in writing all orders of the gross value over 10,000 PLN. Confirmation of other orders requires separate regulations between the Supplier and Recipient.
- 4.3 Confirmation of acceptance of an order will be issued only after all details of the order are agreed and the Recipient provides all required documents.
- 4.4 Confirmation of acceptance of an order containing other data than those contained in the order shall be considered by the Supplier as accepted by the Recipient, if the latter does not submit any objections within 2 working days as of the day on which the confirmation is received.

### **5. Prices**

- 5.1 The Supplier sells his products for prices listed in the pricelist. All prices are net prices (without VAT) in the Supplier's warehouse. Discounts on these prices as well as the prices of products which are not contained in the pricelists have to be negotiated.

- 5.2 Any other costs, especially the costs of insurance and transport to the Recipient encumber the Recipient, unless the Parties agree otherwise.

## **6. Payment conditions**

- 6.1 The Recipient undertakes to pay the price indicated in the invoice without the right of any discounts, except for indisputable and due liabilities or liabilities resulting from a legally valid court judgment.
- 6.2 If information about the Recipient's bad financial standing is obtained, which puts the Supplier's claim for payment at risk, the Supplier's liability becomes immediately mature after the Supplier submits to the Recipient an appropriate written statement (including fax or email).
- 6.3 The Recipient should report any discrepancies in VAT invoices at the latest within 2 weeks after he receives the VAT invoice. After that period the invoice is considered to have been agreed and no complaints for that will be accepted.
- 6.4 The Supplier has the right to include the inflow of money from the Recipient to the account of the oldest unpaid liabilities and all related extra costs.
- 6.5 Complaints which are not explicitly accepted by the Supplier in writing under the nullity rigour do not release the Recipient from the payment obligation.

## **7. Delivery**

- 7.1 The object of delivery remains the Supplier's property until the Recipient fulfills all liabilities resulting from the order processing and until the whole payment for the object of delivery is made.
- 7.2 In the case of the Recipient's unjustified withdrawal from the delivery of standard products, the Supplier has the right to encumber the Recipient with the costs of the order processing in the amount of 20% of the gross selling price, for the launched processing and lost profits. In the case of a withdrawal from the supply of ordered products or nonstandard products, such encumbrance amounts to min. 70% (depending on the type of product).
- 7.3 The fixed delivery dates are of informative nature. The Supplier's failure to keep the delivery time authorises the Recipient to claim his statutory rights only when the Supplier despite his written notification of an additional date does not accomplish the delivery, subject to item 7.4.
- 7.4 The delivery date is extended by the duration of the obstacle which resulted from circumstances which do not depend on the Parties' will, i.e. e.g. non-timely delivery of materials by a sub-supplier, force majeure, unpredictable disturbances in the company's work, delays in transport and customs.
- 7.5 If the Recipient does not specify a carrier in the order, the Supplier may freely, with due diligence, choose the carrier and transport conditions at the Recipient's cost.
- 7.6 The delivery conditions with reference to the costs of dispatch and all risks are EXW (Ex Works) conditions. Transport and insurance in the transport of ordered products is conducted at the Recipient's cost and risk.
- 7.7 From the moment the commodity is given to the Recipient or carrier, the Supplier is not responsible for damages or shortages in the commodity and its package.
- 7.8 The risk passes on the Recipient at the latest when the object of the delivery starts being loaded at the Supplier's seat. This refers also to partial deliveries.
- 7.9 If the delivery is delayed through the Recipient's fault, then after one month as of reporting the readiness the Supplier has the right to charge storage fees amounting to 2% of the order's gross value for every started month, if no higher costs had been documented.
- 7.10 The Recipient undertakes to precisely check the dispatch completeness

directly at its acceptance, find possible shortages or damages of goods which occurred during the transport and describe them in a protocol drawn up jointly with the carrier, in writing.

## **8. Guarantees and sureties**

- 8.1 The Supplier's responsibility due to the surety for physical damages is excluded.
- 8.2 The Supplier gives a guarantee for his products, the conditions of which are specified in a separate GUARANTEE document.

## **9. Responsibility**

- 9.1 In the case of the occurrence of a physical damage to the product, the Supplier is obliged, according to his own choice and considering the Recipient's interest, to supply a substitute commodity or remove the existing defects of the supplied product. If the supply of a substitute product or removal of defects is not possible for the Supplier within up to 2 months, the Recipient has the right to fix for the Supplier an appropriate additional deadline, and after its ineffective lapse he has the right to withdraw from the delivery.
- 9.2 The Recipient who, despite the revealed defects, accepts the product as the one which meets his requirements, may demand a reduction in price (max. to 20% of the value of the gross purchase price).
- 9.3 The Supplier does not bear any responsibility for indirect and consequent damages.
- 9.4 The Supplier's total maximum responsibility for the scope of the other claims and obligations, including the responsibility due to direct damages, no matter whether or not they were covered by insurance, may not exceed the equivalent price of the defected product.
- 9.5 Other claims of the Recipient, irrespective of the reason, are excluded.  
Therefore, the Supplier is not responsible for damages which do not refer to the object of the delivery itself, especially he is not responsible for the Recipient's lost profits or other property-related damages. The above clause, excluding/confining the civil responsibility, does not apply, if the damage resulted from an intentional action or gross negligence.
- 9.6 The Supplier is not responsible for damages caused by materials which the Recipient made available or the structure imposed by the Recipient.
- 9.7 If only some of the products supplied in a given delivery are defective and they can be separated from those free of defects, the Recipient's rights to resign from the order accomplishment are confined only to defective goods, and not to the whole delivery.
- 9.8 If because of the product's physical defect the Recipient withdraws from the agreement on accomplishment of his order or demands the delivery of a product free from defects, he cannot send the product back of his own accord, without a prior contact with the Supplier.
- 9.9 The Recipient has the right to demand a contractual penalty for a delay in the delivery through the Supplier's fault in the amount of 0.1% of the value of the agreement for every working day of the delay. The total value of penalties may not exceed 5.0% of the value of supplies.

## **10. Returns**

- 10.1 Products can be returned only and exclusively after a prior consultation with the Supplier and with his written consent.
- 10.2 The returned products must be unused, undamaged, free from defects, with a set of relevant documents and in original package.
- 10.3 The products are returned at the Recipient's costs.

## **11. Final provisions**

- 11.1 Only the Polish law applies, excluding the United Nations Organization Convention of 11 April 1980 – "About agreements on international sale of goods".

- 11.2 To those issues which are not regulated in the GCD, the Civil Code provisions apply, especially those about the agreement on delivery or agreement on sale.
- 11.3 Assignment of the rights resulting from the agreement concluded with the Supplier or order is not allowed without the Supplier's prior consent.
- 11.4 The Parties undertake to first try and dissolve any possible disputes amicably. If no agreement can be reached, the Parties subject the dispute to the common court competent for the Supplier's seat. The Supplier reserves the right to lodge a complaint to the court which is competent for the Receiver, if this accelerates termination of the dispute.
- 11.5 The Supplier reserves the right to amend the GCD. Amendments in the provisions start binding the other Party from the moment the amendments become available in the form specified in item 2.3 and if the Recipient does not submit any objection within 14 working days as of publication of such amendments.
- 11.6 Accepting the GCD, the Recipient expresses his consent for processing of his personal data by the Supplier with the aim to accomplish the order and for marketing purposes connected with his activities.