



## Terms and Conditions - General Sales Conditions

HORPOL J.I.A.T. Horeczy Spółka komandytowa with registered office in Lipniki

### 1. Usage

- 1.1. General sales conditions are applied to sales contracts concluded between Horpol J.I.A.T. HORECZY Spółka komandytowa [limited partnership] based in Lipniki - hereinafter referred to as the "**Seller**", and Buyers of its goods, hereinafter referred to as the "**Buyers**".
- 1.2. These Terms and Conditions do not apply to the sale of goods to consumers. Such activities are regulated by generally applicable (consumer) law.

### 2. Technical data and information

- 2.1. The information contained in specifications, advertising materials or provided in other circumstances by the Seller does not constitute an offer within the meaning of the Civil Code, even if they were provided with price or other trade conditions. Publications regarding goods offered by the **Seller** are only informative, while the patterns or samples issued by the **Seller** are for information and exhibition purposes only. Detailed technical data provided in publications may change at any time, including due to constant changes occurring in the technical industry. In case of any doubt, the **Buyer** should clarify them before placing the order to confirm the specification.

### 3. Placing orders, confirmation and cancellation of the order

- 3.1. The **Seller** accepts orders placed via e-mail, by phone or in person at the **Seller's** seat.
- 3.2. The **Seller** confirms and accepts orders placed by the **Buyer** in person by placing initials on the contractual specification signed by the **Buyer**. In other cases, the **Seller** confirms the order within 2 (two) business days from the date of receipt of the order by sending the specification to the **Buyer's** e-mail, which the **Buyer** should confirm by signatures of persons authorized to represent it and send back to the **Seller**. The **Seller**, when receiving the confirmed specification, accepts the order for implementation by informing the **Buyer** via e-mail.
- 3.3. In the event that the **Buyer** places the order for the first time, it is obliged to provide the **Seller** with a copy of current documents confirming its legal status, i.e. a certificate of entry in the court register or in a register of entrepreneurs and a certificate of granting company's tax number. The **Buyer** is obliged to immediately notify the **Seller** in the case of each change of data in the scope of its enterprise, in particular changes



regarding the name of the company, registered office, address, persons authorized to represent, as well as in the case of submitting an application for bankruptcy or initiation of reorganization, restructuring or similar and liquidation.

- 3.4. Each Party has the right to cancel the order, at the latest until the **Seller** confirms acceptance of the order for execution. The exercise of this right consists in submitting a statement sent electronically to the address of the other Party.
- 3.5. If the order is cancelled after confirming the acceptance by the **Seller**, the **Buyer** shall bear the costs that the **Seller** incurred when performing this order. These costs may not exceed the value of the ordered goods.
- 3.6. The information provided by the **Seller** about the acceptance of the order for execution, on the basis of the order form accepted by both Parties or the agreed specification, sent via e-mail, is deemed as the conclusion of the sales contract binding both Parties to the transaction.

#### 4. Price and payment terms

- 4.1. All prices in the catalogues, price lists and offers of the seller are given in the net value - without tax on goods and services (VAT) and EXW.
- 4.2. The terms and date of payment are individually determined with the **Buyer** before accepting the order for implementation, and the content of what is agreed constitutes a necessary element of the order specification.
- 4.3. In the event that the **Buyer** is delayed with payment, the **Seller** has the right to charge statutory interest for delay in commercial transactions, and regardless of this to suspend the delivery of ordered goods or discontinue the implementation of subsequent orders for the **Buyer**.

#### 5. Dates and other delivery conditions

- 5.1. Delivery conditions are individually determined with the **Buyer** before accepting the order for implementation, and the content of these arrangements is a necessary element of the order specification.
- 5.2. The goods are deemed transferred to the **Buyer** when the goods are transferred to the **Buyer** from the **Seller's** warehouse or to the carrier.
- 5.3. In the case of delivery by **Seller's** transport, the goods are transferred in the **Buyer's** warehouse.
- 5.4. The transport of goods from the **Seller's** warehouses takes place at the **Buyer's** expense, unless the Parties agreed otherwise.



- 5.5. The **Seller** is not responsible for extending the delivery time of goods issued from its warehouse resulting from reasons beyond its control, e.g. delays by the carrier.
- 5.6. The invoice constitutes a written confirmation of the sales contract concluded between the Parties. The invoice will be attached to the parcel, unless the Parties agree otherwise in the order specification.
- 5.7. The **Buyer** is obliged to immediately perform the quantitative and qualitative acceptance of the goods in place and at the time set in the order specification, and if the collection takes place in the **Buyer's** warehouse, it is obliged to immediately examine the condition of the parcel.
- 5.8. If it is found or even suspected that damage to the goods or shipment with the goods occurred during transport, the **Buyer** is obliged to immediately draw a written report describing the damage or defects in detail, and take photographs of the damages. The prepared report and documentation will constitute the basis for a possible complaint or referring claims against the carrier.

## 6. Return or exchange of purchased goods

- 6.1. The **Buyer** may, in exceptional cases, confirmed by the **Seller's** written certificate, return the goods or apply for their exchange. However, the **Seller** reserves the right to charge the **Buyer** with any costs of performing these activities.
- 6.2. Return of the goods referred to in point 6.1, takes place at the **Buyer's** expense. Returned goods cannot show signs of use, they must be delivered in the original packaging unchanged and complete.

## 7. Reservation of the property right

- 7.1. The **Seller** reserves the right of ownership of the goods until it receives full payment for these goods.

## 8. Complaint

- 8.1. The **Buyer** may refuse to collect goods only in the case of and only in the scope in which the transferred goods are inconsistent with the order or have disadvantages. The **Buyer** is obliged to confirm the receipt of goods in writing or refuse in writing to accept them for the reasons indicated above.
- 8.2. The **Buyer** is obliged to immediately inform the **Seller** in writing about the defect of the goods (complaint), under pain of losing the right to request the removal of defects or the exchange of goods for free from defects.



- 8.3. The **Seller** is obliged to respond to the content of the complaint within 14 (fourteen) days from the date of its receipt. The **Seller** is released from the obligation to respond to the complaint if it was reported after 3 (three) months from the date of receipt of the goods.
- 8.4. In the event of a complaint, the **Seller** is obliged to inform the **Buyer** in writing about its decision, and then at his own expense either remove the defects of the faulty goods, or replace the faulty goods for free from defects. The deadline for removing the defects of faulty goods or their replacement with goods free of defects may not exceed 28 (twenty-eight) days from the date of receipt of the complaint.
- 8.5. The goods will be replaced after the **Buyer** returns a faulty goods.

## 9. Force majeure

- 9.1. In the event of circumstances that could not be foreseen at the time of concluding the agreement, and which prevent or hinder the seller from fulfilling his obligations, the **Seller** is released from the obligations arising from the agreement adopted for the implementation of the agreement throughout term of the obstacle.

## 10. Limitation of responsibility

- 10.1. The **Seller** is responsible for damages resulting from non-performance or improper performance of obligations only up to the value of losses constituting a normal consequence of such non-performance or improper performance of obligations, and whose occurrence could be provided at the time of concluding the agreement.
- 10.2. In the event of non-performance or improper performance of their obligations by any of the Parties, the other Party should take all actions to avoid or limit any damage that could be suffered for this reason. Failure to take such actions will result in the loss of the right to compensation or limiting its amount.
- 10.3. The total amount of compensation due to any Party for damages incurred for non-performance or improper performance of liabilities by the other party is limited to the equivalent of the net price of the goods.

## 11. Restrictions on resale, re-export, etc.

- 11.1. In the event of resale, export or similar disposition with the purchased goods or product, which is part of the purchased goods, the **Buyer** is obliged to obtain permits, approvals and certificates required in the country of destination.



## 12. Final provisions

- 12.1. If any provisions of these terms and conditions are or become ineffective, invalid or there is a change in applicable law affecting their content, the terms and conditions will remain valid in the remaining part. In this case, the Parties undertake to replace the invalid or ineffective provisions with other provisions that will be closest possible to the invalid or ineffective provisions.
- 12.2. Each Party is obliged to immediately notify the other party about any circumstances that may be relevant to the performance of the agreement. If the obligation to notify is not met, the letters addressed to the other Party to the last known address have the effect of delivery. Each Party is obliged to make statements or notifications in writing.
- 12.3. The Parties agree that they will strive for amicable resolution of any disputes arising from the sales, and in the absence of a settlement, all disputes will be resolved by the court of venue for Horpol J.I.A.T. Horeczy Sp. Komandytowa, i.e. the Common Court of venue in Bydgoszcz.
- 12.4. In matters not covered by these terms and conditions, the relevant provisions of the Civil Code will apply, and if necessary, the provisions of other specific acts.

David Piechowiak  
"HORPOL"

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