

**GENERAL SALE CONDITIONS**  
implemented by  
**PRZEDSIĘBIORSTWO HANDLOWO USŁUGOWE MARKETING (MARKETING TRADING AND SERVICE ENTERPRISE)**  
Henryk Niewiadomski

**GLOSSARY:**

GSC GENERAL SALES CONDITIONS carried out by PRZEDSIĘBIORSTWO HANDLOWO USŁUGOWE MARKETING (MARKETING TRADING AND SERVICE ENTERPRISE) Henryk Niewiadomski

**SELLER** - Przedsiębiorstwo Handlowo Usługowe MARKETING (MARKETING Trading and Service Enterprise) Henryk Niewiadomski

**SELLER'S REGISTERED OFFICE** - 14-300 MORAG 10 Warmińska Street, POLAND

**BUYER** - the entity, being the other party to the sales contract (SELLER's counterparty)

**Sales Agreement** - Agreement for the sale of products between the SELLER and the BUYER

**Products** - Products and equipment offered by the SELLER, available in the SELLER's offer.

**1. SUBJECT OF GSC**

1.1. The GSC defines the rules for concluding the Sales Agreements by the SELLER and the BUYER. The GSC forms an integral part of any order placed by the BUYER at the SELLER, offers as well as all Sales and Delivery Agreements concluded by the SELLER and the BUYER (collectively named the "Parties"). They apply to all price offers and sales, unless otherwise agreed in writing. The BUYER submitting the order confirms that it knows and accepts the GSC. Fulfilling the above is a prerequisite for commercial cooperation.

1.2. General or special terms of the agreement used by the BUYER shall not be accepted by the SELLER and shall not apply to offers, agreements and deliveries regulated by the GSC unless the SELLER explicitly states this in writing and only after the submission of such statements which declare that such contractual terms apply to a specific transaction. Accepting the use of such agreement conditions does not imply that they have or will apply to other transactions between the BUYER and the SELLER.

1.3. If the Parties have entered into another written agreement between themselves regarding the rules governing the sale or distribution of products, the provisions of the agreement shall apply in the event of a conflict between the provisions of the GSC agreement.

**2. ORDERS**

2.1. In order to begin the procedure of concluding the Sales Agreement, the BUYER will send to the SELLER an inquiry regarding the possibility as well as terms of purchase indicated in the product inquiry or the order for the products.

2.2. In the event a request is received, the SELLER will send the BUYER an offer. The offer should indicate the trade name of the product, the unit price of the product, the cost of transport, the value of the offer, as well as the availability of the product.

2.3. The offer presented by the SELLER will be binding for a period of 7 days, unless otherwise indicated in the content of the offer. The validity period of the order begins, in particular, with the date of sending the letter, by fax or by e-mail.

2.4. During the validity period of the offer the BUYER may at any time accept the offer by placing an order for the products covered by the offer. The date of the Order submission is, in particular, the date of delivery of the letter to the SELLER, the receipt of the fax or the receipt of the e-mail.

2.5. The BUYER's order, preceded by the SELLER's offer, should include:

- reference to the offer,
- description of ordered products, as indicated in the offer,
- required delivery time, not shorter than the time indicated in the offer (no delivery date authorises the SELLER to execute the order as soon as possible),
- place of delivery of the products,
- name and surname of the person authorised to receive the products

2.6. Upon receipt of the order, the SELLER immediately confirms the BUYER's acceptance of the order.

2.7. At the moment the SELLER confirms the order, the Sales Agreement is concluded, consisting of the SELLER's offer, the BUYER's order, and the confirmation of the order by the SELLER and GSC.

2.8. The BUYER may resign from the stage of submitting a request for terms of purchase and immediately place an order for products which in this case will be the BUYER's offer for the purchase of products under the conditions specified in the order.

2.9. Unless otherwise agreed on with the SELLER, in the case of an order made in the manner described in point 2.8., the price of the products will be determined on the basis of the current price listing and any discounts granted to the BUYER as well as the terms of payment will be determined on the basis of point 5.3. GSC.

2.10. The SELLER accepts the BUYER's order submitted in the manner described in point 2.8. by confirming the order. Once the BUYER has received the order confirmation, a Sales Agreement is concluding, consisting of: the BUYER's order, the SELLER's receipt of the order and the GSC.

2.11. The SELLER may refuse to accept an order submitted by the BUYER without giving any reason, by notifying the BUYER within 5 working days of receipt of the order.

2.12. Notwithstanding the manner in which the Sales Agreement is concluded, the SELLER is entitled to correct obvious mistakes in the BUYER's orders, in particular mistakes concerning product names, types of packaging or their descriptions. The SELLER notifies the BUYER about the correction made during the order confirmation. In the absence of the BUYER's consent of the correction made, the Sale Agreement will not be concluded. No reply from the BUYER within 2 working days is equivalent to an agreement to execute the order corrected by the SELLER.

2.13. The resignation by the BUYER from the whole or part of the order, after the conclusion of the Sales Agreement, as well as changes to the order, will be considered only with the written consent of the SELLER, unless such possibility was reserved in writing in the SELLER's offer or in the acceptance of the order.

2.14. The BUYER is liable to the SELLER for any damages resulting from unreasonable resignation from the whole or part of the order after the conclusion of the Sales Agreement.

**3. CONCLUSION OF THE SALES AGREEMENT**

3.1. After the order has been confirmed by the SELLER, the BUYER is obliged to make payment in accordance with point 5. 3.

3.2. The ordered products will be delivered according to the information contained in the order confirmation, at the indicated address and within the indicated time period.

3.3. In the event the delivery of the ordered goods is not possible the BUYER will be notified in writing, immediately after the fact is determined.

3.4. The SELLER is committed to timely delivery of products. In no event will the SELLER be liable for delays in deliveries of products due to causes that are independent and unrelated to the SELLER, unless otherwise expressly agreed upon. The SELLER is not liable for contractual penalties payable by the BUYER to its contractors or for other claims made by contractors to the BUYER due to delays in delivery of products.

**4. PLACE OF DELIVERY, TRANSPORT COST**

4.1. If the order does not indicate the place of delivery, the place of delivery defaults to the BUYER's registered office.

4.2. The BUYER provides access to the place of delivery as well as takes full responsibility for this.

4.3. Unless otherwise agreed on, the cost of unloading the product at the place of delivery is covered by the Buyer.

4.4. Benefits and burdens associated with products, including the risk of accidental loss or damage, pass on to the BUYER at the time of issue of these items. Unless otherwise agreed on, the issue of BUYER's products is at the time of loading of the products to the BUYER's means of transport (INCOTERMS EXW (Ex Works) - from the plant). The BUYER may entrust the SELLER with the organisation of the product's transport or perform it on its own.

4.5. Before unloading, the BUYER is obliged to examine the delivered products in a manner appropriate for the size and type of the products as well as the way in which it is packed. In the event of any deficiencies or defects that may arise during transport, the BUYER is obliged to perform all necessary actions to determine the liability of the carrier, including immediately notifying the SELLER no later than the following day after delivery of the damaged products under the pain of losing claims for damages against the SELLER.

**5. PRICE LIST, PAYMENT CONDITIONS**

5.1. At the request of the BUYER, the SELLER may make the Product Price List available to the Buyer. The SELLER states that the price list provides a price guide and that the prices quoted in the price offer and the order confirmation are binding.

5.2. The offer includes net prices of products, excluding VAT.

5.3. Unless otherwise stated in the offer, the BUYER is obliged to make an advance payment of 100% of the price of the ordered Products within 7 days of receipt of the order confirmation together with the pro forma invoice, however not later than before the date of shipment of the products.

5.4. All payments will be made by bank transfer to the SELLER's bank account which is indicated on the document that is to be paid. The date of payment is the date of posting the entire payment to the SELLER account.

5.5. The BUYER is obliged to make timely payments to the SELLER. The SELLER is entitled to calculate statutory interest for each day that the payment is delayed.

5.6. The SELLER reserves the right to suspend the execution of the Sales Agreement as well as the release of Products in the event of failure to pay the required advance payment. The Buyer will be promptly notified regarding this failure.

5.8. The SELLER has the right to suspend the execution of all or some of the Sales Agreements concluded with the BUYER and to suspend the acceptance of new orders from the BUYER. Should any arrears arise in the payment of due invoices, the SELLER shall immediately notify the Buyer.

5.9. The BUYER authorises the SELLER to issue VAT invoices without the signature of the person authorised to receive them on behalf of the BUYER and to send them to the correspondent address of the BUYER.

**6. WARRANTY**

6.1. The SELLER guarantees that the products are of good quality in terms of materials and workmanship. The BUYER is entitled to a warranty on the terms specified by the manufacturers of products purchased from the SELLER. Product warranty conditions are available on individual manufacturers' websites. These website addresses are available on the SELLER website. For each request made by the BUYER, the SELLER will provide a warranty, available certificates, technical sheets, safety data sheets and declaration of performance of the product, either on paper or electronic form, if indeed such documents are made available from the manufacturer.

6.2. Warranty liability is excluded. The SELLER'S liability for damages of any type is limited to actual loss and cannot exceed the value of products sold (invoiced product price). In addition, the SELLER is not responsible for products lost, or wasted by the BUYER nor the BUYER'S loss of time or its loss in the ability to use the product.

6.3. In the event that the SELLER issues a warranty card for products, the provisions contained in the warranty card supplement the provisions of the GSC in regards to the warranty coverage. In the event of a conflict arises between the warranty card and the GSC, the contents of the warranty card shall be settled, except in point 6.2., which applies independently regardless of the contents of the warranty card.

**7. RETENTION OF TITLE**

7.1. The SELLER reserves the right to ownership of all products until full payment is made by the Buyer. Until then that time, the risk of loss, damage or reducing of value of the products shall be borne by the BUYER.

7.2. If before the payment of the price the BUYER transfers the ownership to a third party, the sum obtained from this transaction will be primarily intended to meet the SELLER'S claims. If the sums cannot be recovered, the BUYER is responsible for the resulting damage.

**8. CONFIDENTIAL INFORMATION**

8.1. The SELLER may disclose confidential information to the BUYER. Unless the SELLER does not expressly agree in writing, the BUYER shall not disclose such information to third parties. In particular, but not exclusively, data on discounts and discounts are considered confidential.

8.2. The BUYER who uses or co-operates with third parties in the performance of the Agreement is obliged to inform those persons of the obligation to keep confidential information confidential and to effectively enforce confidentiality obligations from them to the same extent as the obligation applies to the BUYER.

**9. CHANGES TO THE GSC**

9.1. The GSC may be changed by the SELLER at any time. The SELLER will do their best, in particular by announcing on their website, to notify the BUYERS about changes made to the GSC. The entry into force of the amended to the GSC is effective upon publication on the SELLER'S website.

9.2. Any changes made to the GSC do not apply to Sales Agreements concluded earlier, i.e. before the changes to the GSC entered into force.

**10. Force Majeure**

10.1. Neither Party shall be liable for failure to perform or improper performance of its obligations under the Sales Agreement if caused by force majeure.

10.2. By force majeure, the Parties shall understand an extraordinary event, independent of the Party in question, unforeseeable and preventable, even if its avoidance would require action that would outweigh its recoverable benefits; in particular, cases of force majeure are considered to be: war, natural catastrophes such as earthquake or flood, explosion, fire, mass strike, etc.

**11. FINAL PROVISIONS**

11.1. The Parties shall seek to resolve any disputes relating to the interpretation or performance of the Sales Agreement.

11.2. The competent court for the settlement of any disputes shall be the competent court for the SELLER'S registered office.

11.3. The provisions of Polish law apply to matters not regulated in the General Terms and Conditions. 11.3 The unlawfulness, invalidity, inapplicability or ineffectiveness of any of the GSC provisions shall not affect the legality, validity, and effectiveness of the remaining provisions of GSC. In such an event, the Parties also undertake to agree on an effective regulation that will meet the intended purpose.

11.4. These General Terms and Conditions only apply to Non-Consumer Buyers.

**DIRECTOR**

**Henryk Niewiadomski**