

## **General Terms of Sale**

### **1. General provisions**

1. These General Terms of Sale (hereinafter "GTS") specify the rights and obligations of the parties to contracts for the sale and delivery of goods and services, the seller of which is Firma Kręglewscy Spółka z ograniczoną odpowiedzialnością (Firma Kręglewscy Limited Liability Company), with its registered office in Ponin, ul. Widziszewska 13 A, Poland, entered in the Register of Companies of the National Court Register under NCR number: 0000359555, Tax No.: 6981818311 (hereinafter "the Seller"). Unless otherwise provided, GTS shall apply to all offers and contracts of sale related to any goods and services placed on the market by the Seller.

2. Term "The Buyer" used in these GTS shall mean a legal person, a natural person running a business or an organisational unit without legal personality.

3. GTS shall constitute an integral part of the first order placed by the Buyer (as well as the first order placed by the Buyer after GTS came into force) and shall be applicable throughout the period of trade cooperation between the Seller and the Buyer. Placing an order by the Buyer shall be deemed as the Buyer's confirmation that s/he has become acquainted with GTS and accepted them. Fulfilment of the aforementioned provisions is an indispensable condition for the trade cooperation. If the Buyer continues to maintain business relations with the Seller, the GTS acceptance at the first order remains valid on the next orders, pending the amendment of GTS or repeal.

4. These GTS exclude the use of other draft contracts (general contract terms, terms of sale, model contracts, regulations, etc.) used or set by the Buyer.

5. Any changes to these GTS require written form to be valid.

6. These GTS are published on the Seller's website: [www.kreglewscy.pl](http://www.kreglewscy.pl)

### **2. Orders and conclusion of the contract**

1. The Buyer's order should contain the following information:
  - a) the exact name of the Buyer or his/her name and surname,
  - b) the registered office address or the Buyer's place of residence and the forwarding address (if it varies from the registered office address or the place of residence),

- c) Tax Number, REGON number and/or NCR number,
- d) telephone number and/or e-mail address,
- e) quantity and type of the ordered goods,
- f) the date, place and conditions of delivery/receipt of the product.

2. Placing an order by the Buyer is not binding for the Seller and a lack of the latter entity's response cannot be deemed as tacit consent of the purchase order.

3. The condition of effective conclusion of a sale contract is placing an order by the Buyer, which contains the information listed in section 2 in paragraph 1 a)-f) above and the order confirmation by the Seller. Both placing an order and its confirmation may take the form of a written statement or may be sent in electronic form. The confirmation of the order means that the Seller has received the order and accepted it for implementation. Placing an order by the Buyer may take also the form of phone call or only electronic form without procedure described in section 2 in paragraph 1 a)-f) above, then starting to perform in accordance with the contract by the Seller must be understood as the confirmation of an order.

4. The Buyer is obliged to immediately notify the Seller, in writing or in electronic form, about any change of the address of its registered office or place of residence, forwarding address or the information specified in the order – otherwise, the correspondence sent to the last address known to a Buyer shall be regarded as effectively served.

5. In the event of discrepancies between the order placed by the Buyer and the Seller's offer, the order confirmation – which is issued and sent to the Buyer by the Seller – shall be binding unless the Buyer cancels the order, however, no later than within 1 calendar day from the date of receipt of the order confirmation by the Seller.

6. Cancellation of the order by the Buyer is only allowed in exceptional circumstances after prior determination of the terms of order cancellation with the Seller. The Seller reserves the right to charge the Buyer with actual costs that have arisen until the cancellation - no exceeding the value of the order.

7. If the Seller's inability to perform the performance was due to force majeure, the Buyer shall not be entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the contract.

### **3. Price and payments**

1. The price for the product being the subject of the sales contract will be each time specified in the offer or in the sale contract.

2. The Buyer is obliged to pay the price (i.e. the amount indicated on the VAT invoice) within the time limit resulting from the VAT invoice issued by the Seller unless a different date is specified in the provisions of the offer or the provisions of the sales contract.
3. The date of payment is agreed on for each buyer individually.
4. The payment of the price is made in the form of a transfer to the bank account indicated by the Seller in the VAT invoice or in another form determined in the offer or in the sale contract.
5. In case of lack of information or incorrect information about invoice, to which the bank transfer pertains, the Seller shall automatically allocate the particular amount to the oldest due liabilities of the Buyer or interests costs.
6. The payment shall be deemed made as soon as the funds have been credited to the Seller's bank account.
7. Failure to pay the amounts due within the time limit specified on the invoice entitles the Seller to discontinue deliveries of the goods and suspend execution of already accepted orders, without liability for improper performance of the contract. The Seller may require an advance payment, total or partial, on the implementation of a new order for the Buyer, which is in arrears with payments or which pays the invoices past the due date.
8. If there are any doubts as to the solvency of the Buyer, during the performance of the contract, the Seller will be entitled to cancel the order or to require an advance payment, total or partial, on the implementation of the order, without any liability for damages to the Buyer.
9. In the event of a delay with payment of the price, the Seller is entitled to charge statutory interest for late commercial transactions, even if the Seller did not suffer any damage and even if the delay was due to circumstances for which the Buyer is not liable. The Seller is entitled to the statutory interest for the delay, unless a different amount of interest is specified in the contract. The obligation to pay interest does not exclude a claim for compensation of damage on general terms.
10. Payment of the purchase price by the Buyer cannot be made by any deductions or by the assertion of a right of retention. The Buyer cannot compensate the claims, assign or transfer any receivables to which s/he is entitled to, without written consent of the Seller under pain of being declared null and void.
11. Filing a complaint does not release the Buyer from the obligation to make payments for those products within the set deadline.

#### **4. Statutory warranty**

1. The Buyer is obliged to inspect the delivered goods, in terms of their quantity and quality, immediately upon their receipt.
2. The Buyer is obliged to notify the Seller of any defects, not later however than within 7 days from the date of receiving the goods, otherwise, the goods will be deemed as accepted without any complaints and the warranty rights will expire.
3. The Seller has the right to suspend execution of the Buyer's claims in respect of the complaint until the settlement of all receivables due and performance of other duties against the Seller.

#### **5. Final provisions**

1. By accepting these GTS, the Buyer agrees to the processing of their personal data by the Seller and entities acting on their behalf domestically and abroad, in connection with the implementation of contracts for the sale of products offered by the Seller.
2. The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by a trade secret. Trade secret covers any information about the Seller's company and its assortment, obtained by the Buyer during the performance of the contract.
3. These GTS shall be governed by Polish law.
4. For the matters not covered by these GTS the Civil Code is valid.
5. The invalidity of any of the provisions of these GTS does not affect the validity of the remaining provisions.
6. The Parties shall endeavour to resolve all the disputes arising out of the performance of the contracts, subject to these terms, amicably. If no agreement cannot be reached, the Parties shall submit the dispute for resolution to the court having jurisdiction over the registered office of the Seller in Poland.
7. These GTS come into force on 01.04.2020r.

**Krzysztof Kręglewski - President of the Board**

