



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **§ 1. General provisions**

1. The General Terms and Conditions of Sale (hereinafter referred to as GTCS) define the principles according to which sales contracts are concluded for products offered by Tagmet Polska Sp. z o.o. and Tagmet Projekt Sp. z o.o. (hereinafter referred to as Seller) and constitute an integral part of all sales contracts concluded with the Seller.
2. A sales contract is concluded once a Buyer files a written order (hereinafter referred to as order) and the order is confirmed by the Seller.
3. Filing an order is considered as acceptance of the General Terms and Conditions of Sale.
4. If a separate contract of sale is concluded, the application of these GTCS is excluded only to the extent the contractual provisions differ from the provisions of GTCS.
5. Any deviating arrangements agreed between the parties and confirmed in writing shall prevail over the provisions of the GTCS.

### **§ 2. Prices and terms of payment**

1. All prices quoted in offers are net prices exclusive of VAT, which applies at rates required by law.
2. Prices in a foreign currency are converted into PLN at the average exchange rate of the National Bank of Poland as of the order day, unless it is decided otherwise with the customer under a separate agreement.
3. Prices presented in the offers refer to the execution of the order in the serial production of the Seller. In the case of inability to start serial production, the Seller reserves the right to charge a surcharge for smaller quantities in the amount indicated on the order confirmation.
4. Seller provides freight across Poland for any purchases whose net value is more than 5000 PLN.
5. Payment for any goods purchased should be made without any deductions on the agreed payment dates. Payment term is always specified in a number of days and starts on the invoice date.
6. Until payment is made in full, goods purchased remain the property of the Seller. (reservation of title to property sold under art. 589 of the Civil Code).
7. In the event of any late payments, the Seller has the right to claim statutory interest without any further notice. The interest shall be charged starting on the day following the payment due day.
8. The payment date for the goods is the date on which money is credited to the bank account of the Seller.
9. No complaint made releases the Buyer from the obligation to pay for the goods purchased.

### **§ 3. Delivery of goods**

1. Any order should specify exactly the product name, the quantity, and the location to which delivery is to be made and it should be signed by personnel authorized to place orders on behalf of the Buyer.
2. The Seller shall confirm the order in writing within 3 working days with regard to the type and quantity of goods, selling price, shipment date, form of delivery, place of loading, delivery address, and payment method.

3. If goods are delivered with the Seller's vehicles, the delivery shall be deemed completed at the unloading site indicated in the order confirmation. If the Buyer collects goods with their own vehicles, the delivery shall be deemed completed at the Seller's warehouse specified in the order confirmation.

4. Any changes to the orders need to be made in writing and confirmed in writing by the Seller. The Seller reserves the right to charge to the Buyer any costs actually incurred before changes are made to the order, however, not higher than the order value. If the Buyer notifies the changes within 3 days of receiving the confirmation of the original order, the Seller will charge no costs to the Buyer.

5. If the payment is not made on the due date specified on the invoice, the Seller will have the right to stop deliveries of goods and suspend completion of any already accepted orders. The Seller can request an advance payment as a condition for accepting a new order from a Buyer who is in arrears with payments or fails to make payments on the due dates.

6. In the event of failure to meet the agreed delivery terms as a result of force majeure circumstances, the Buyer has no right to any claims. Force majeure circumstances shall denote any event for which the Seller cannot be held responsible, including natural disasters, industrial actions, restrictions imposed by authorities, traffic accidents, etc.

#### **§ 4. Complaint procedure**

1. Complaints can be notified in any written form (via email, fax or letter).

2. Any complaint notification needs to specify the following: a detailed description of the non-compliance, photos or films showing the non-compliance.

3. Any complaint notification which is not substantiated as stated above will not be considered.

4. The Seller will give a reply to any complaint notification within 14 days of receiving it.

5. If a complaint is accepted by the Seller, the Seller will satisfy the claims made under the complaint within maximum 30 days of receiving a complaint notification including all the required elements. The Seller may, at its own discretion, repair the goods concerned, replace the goods with goods free from defects, or agree a reasonable compensation with the customer.

6. Quality complaints

6.1. The films or photos enclosed with the compliant notification need to show a visible "Tagmet" logo positioned as per the "Drawing for approval" for a given product provide to the Buyer together with the first accepted order.

6.2. Any quality complaint shall be considered based on the drawing available on the website of the Seller or, if there is no drawing on the website, based on the "Drawing for approval" signed by the Buyer.

6.3. The Seller shall not be liable for any damages caused during unloading.

6.4. The Seller shall not be liable for any damages caused as a result of the product use for purposes other than intended or if changes are made to the product construction without the manufacturer's authorisation.

7. Quantitative complaints

7.1. Any complaints concerning quantity should be made within two working days of the unloading date. No complaints will be accepted after this date.

7.2. All deliveries accepted by the Buyer need to be accepted as per the gross weight specified on the delivery document (shipping list/delivery note depending on delivery form) and the gross weight specified on the label of the pallet/package.

7.3. In the event of any discrepancy between the delivered goods and the weight specified on the delivery document and the label, the Buyer, along with the driver/carrier need to draft and sign together a report of non-compliance including a description of the discrepancy enclosed with photos or films made at the time of acceptance of the goods and showing the irregularities discovered.

7.4. Any pallet/package whose weight differs from the weight on the label cannot be unpacked and needs to be available in its original condition for inspection to be carried out by a Seller's representative.

7.5. If the Buyer accepts a non-compliant delivery without drafting the complaint documents as instructed above, no complaints concerning such delivery will be accepted.

## **§ 5. Personal data protection**

1. By accepting the GTCS, the Buyer agrees to having his personal data processed in accordance with the personal data protection act of 10 May 2018 <sup>1), 2), 3)</sup> (Journal of Laws 2018 item 1000).

## **§ 6. Final provisions**

1. The Seller reserves the ownership title and any copyrights to drawings, cost calculations, catalogue materials provided to the Buyer, so the Buyer cannot disclose the same to any third parties except with a written consent of the Seller.

2. Any changes to the provisions of the GTCS shall be null and void unless made in writing.

2.1. The Seller shall notify the Buyer of any changes by placing a revision date on the GTCS. The GTCS will be available on the following website: [www.tagmet.com.pl](http://www.tagmet.com.pl).

3. The liability for any indirect and consequential damages caused as a result of one of the parties' failure to perform a contract or perform it properly shall only be limited to the value of the goods covered by the contract.

4. Any matters not provided for in the GTCS shall be governed by the provisions of the Civil Code.

5. If no amicable settlement is possible, all and any disputes arising out of the performance of the contract shall be decided by a court competent for the registered office of the Seller.

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Update date: 11.02.2020

*Patrz poza to, co widać*

*Look beyond what you see*