



General Terms and Condition of Sales of Fabryka Elementów Złącznych S.A.



GENERAL TERMS AND CONDITIONS OF SALES

**OF FABRYKA ELEMENTÓW ZŁĄCZNYCH S.A.
in SIEMIANOWICE ŚLĄSKIE**

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Table of Contents

I. DEFINITIONS 3

II. GENERAL..... 3

III. ORDERS 4

IV. PRICES..... 4

V. TERMS AND CONDITIONS OF DELIVERY 5

VI. PAYMENT TERMS AND CONDITIONS..... 7

VII. TRANSFER OF RISK AND TRANSFER OF OWNERSHIP 7

VIII. FINAL ACCEPTANCE AND GUARANTEE 8

IX. DISPUTE RESOLUTION, COMPLAINTS10

X. RETURN OF GOODS.....10

XI. DEVIATIONS.....11

XII. FORCE MAJEURE11

XIII. FINAL PROVISIONS12



I. DEFINITIONS

1. The term "GTCS" means: these
General Terms and Conditions of
Sale.
2. The term "Seller" means:
Fabryka Elementów Złącznych S.A. in Siemianowice Śląskie.
3. The term "Buyer" means:
any entity, domestic or foreign (legal person, natural person or legal entity without
legal personality) ordering and purchasing goods from the Seller.
4. The term "Party" means: the
Seller or the Buyer.
5. The term "Parties" means: the
Seller and the Buyer collectively.
6. The term "Goods/Product" means:
bolts, nuts, spring rings, spring clips, spring washers, elements of the mining support
and other accessories and items subject to sale by the Seller.

II. GENERAL

1. These GTCS, shall apply to all contracts for the sale of goods and services provided, to
which the Parties are parties, and constitute an integral part thereof. Any
amendment to the GTCS must be made in writing to be valid.
2. The Buyer is obliged to read the GTCS before placing an order. Submission of an order
by the Buyer is tantamount to acceptance of the GTCS by the Buyer at the time of
submitting the order. If the Purchaser declares that it does not accept these GTCS,
the contract shall not be concluded. The contract shall be concluded upon the Parties
agreeing all material terms and conditions of the contract.
3. Amendments and/or supplements to the GTCS, as well as any other agreements of
the parties concerning sales, services rendered or delivery, must be made in writing
under pain of nullity. If verbal agreements are made, they shall be binding provided
that they are confirmed by the Parties in writing no later than the next working day
after the arrangements have been made.
4. In the event of a discrepancy between the terms and conditions agreed by the Parties
in the contract and these GTCS, the terms and conditions agreed by the Parties in the
contract shall apply first, followed by the GTCS.



The contract must be concluded by the parties under pain of nullity/ineffectiveness.

III. ORDERS

1. The buyer is obliged to deliver the order for goods/services to the seller in writing (by letter/fax/e-mail). Placing an order within the meaning of these GTCS is tantamount to confirming that the Buyer has read and understood these GTCS and submitting an offer for the purchase/supply of goods/services by the Buyer, subject to the provisions of these GTCS.

2. The order submitted should include:

a) type/assortment of goods,

b) quantity,

c) net unit price for each type/assortment of goods,

d) lead time of the order/delivery of the goods,

e) an indication concerning the release of the goods (collection at the Seller's premises or delivery of the goods to a place indicated by the Seller) – the absence of the above indication shall be deemed to be a declaration of collection by the Buyer at the Seller's premises,

f) an indication of the release of the goods in the packaging previously provided by the Buyer (intended for the given type of goods) – the absence of the above indication shall be tantamount to a declaration of the release of the goods in the Seller's packaging,

g) a request for the goods to be released in metal pallet-boxes – the absence of the above indication shall be tantamount to a declaration of release of the goods in the Seller's packaging – wooden pallet-boxes,

h) date and form of payment,

i) a note concerning the lack of acceptance of the Seller's GTCS – the lack of the above indication is tantamount to the acceptance of the Seller's GTCS.

3. The order receipt confirmation should include:

a) type/assortment of goods,

b) quantity,

c) net unit price for each type/assortment of goods,

d) lead time of the order/delivery of the goods,

e) an indication concerning the release of the goods (collection at the Seller's premises or delivery of the goods to a place indicated by the Seller) – the absence of the above indication shall be deemed to be a declaration of collection by the Buyer at the Seller's premises,

f) an indication of the release of the goods in the packaging previously provided by the Buyer (intended for the given type of goods) – the absence of the above indication shall be tantamount to a declaration of the release of the goods in the Seller's packaging,

g) a request for the goods to be released in metal pallet-boxes indicating the price per package – the absence of the above indication shall be tantamount to a declaration of release of the goods in the Seller's packaging – wooden pallet-boxes,

h) date and form of payment, alternatively the following provision:

“acceptance of the order for delivery on the terms and conditions indicated in the contents of the order.”



3. An order shall be deemed to have been accepted for delivery once it has been confirmed by the Seller in accordance with section III item 2 (confirmation of receipt of the order).

4. In the event of a discrepancy between the content of the "order" submitted by the Buyer and the Seller's "confirmation of receipt of the order," the contract between the Parties shall be concluded in the absence of any objections by the Buyer within 3 days from the date of receipt by the Buyer of the "confirmation of receipt of the order for delivery." In the case described, the contract between the Parties is concluded on the terms and conditions specified by the Seller in the "order confirmation." In the event that the Buyer objects to the terms and conditions set out in the contents of the "confirmation of order receipt," the contract between the Parties shall be concluded as soon as all relevant (and divergent) elements have been agreed.

5. The Seller may refuse to accept an order for delivery, in particular if the Buyer has fallen behind with payments for goods ordered to date.

IV. PRICES

1. The prices stated in the Order Confirmation are contract prices and do not include VAT, which will be added to the invoice according to the applicable regulations and the costs of any final acceptance by Classification Societies (e.g. TŪV, MK, etc.) at the Buyer's option.
2. In the event of an increase in charges and/or costs of production/manufacturing of the product, independent of the Seller, affecting its final price (in relation to the agreed price), in the period between the conclusion of the contract and its execution (release/delivery of the goods), the Seller reserves the right to change the price to an appropriate extent (i.e. taking into account the percentage increase of a given component affecting the price increase and its percentage share in the manufacture of the product). The Seller shall notify the Buyer of the price change. If the Buyer does not object within three days of being informed of the price change, he shall be deemed to have agreed to the price change. If the Buyer does not agree to the price change, the Seller shall be entitled, within 30 days of being informed by the Buyer of the lack of agreement to the price change, to withdraw from the concluded contract, without incurring any liability for damages towards the Buyer (and any costs associated with the withdrawal).
3. The Seller reserves the right to change prices in the event of changes in exchange rates or/and increases in the prices of raw materials energy conditions or/and changes in laws and regulations, etc. beyond the Seller's control.
4. Prices for products and goods quoted in foreign currencies are converted into PLN at the selling rate of these currencies of the Seller's bank, valid on the day of sale of the goods.
5. An acceptance document in accordance with PN-EN ISO 10204:2006 is issued at the Buyer's request indicated in the Order for an additional charge of PLN 30.



V. TERMS AND CONDITIONS OF DELIVERY

1. The Parties shall agree on the date of release of the goods/delivery in the order and the order confirmation (Section III item I-IV shall apply accordingly).
2. If the order relates to products that the Seller does not have in stock, the Seller shall immediately notify the Buyer of the nearest possible delivery date.
3. Delivery date means the date on which the goods are ready for collection from the Seller's warehouse, unless the parties agree on a different delivery formula.
4. The delivery date shall be deemed to have been met by the Seller if the Seller has declared his readiness to accept the goods on the agreed date, even though the actual acceptance of the goods took place later for reasons beyond the Seller's control.
5. Unless otherwise agreed between the Parties, transport shall take place on an EXW Siemianowice Śl. basis according to Incoterms®2020. The Buyer is obliged to organise and pay for transport and loading on his own and shall bear the risk of transport and loading at the Seller's premises.
6. In the order placed, the Buyer may request that the goods be delivered to the address indicated in the order.
7. The Buyer shall be charged with the costs of delivery of the goods by an external transport company to the address indicated in the order and a handling fee relating to the organisation of transport and loading by the Seller amounting to 1 % of the transport costs set by the transport company.
8. The Buyer is responsible for unloading the goods immediately. The costs of unreasonable waiting for the goods to be unloaded shall be borne by the Buyer.
9. In the event that the Buyer withdraws from the contract (cancellation/withdrawal of the order), the Buyer shall be obliged to pay all costs that the Seller has incurred in connection with the execution/partial execution of the contract.
10. The following circumstances shall relieve the Seller from any liability for the resulting damage: force majeure and any other circumstances over which either party has no control, such as labour conflicts, strikes, production stoppages, customs, currency and energy restrictions, widespread shortages of goods, extraordinary decisions by authorities and shortages and delays in the fulfilment of orders by the Seller's suppliers. The Party which will invoke these circumstances is obliged to notify the other Party in writing immediately of their occurrence and cessation.

VI. PACKAGES

1. The goods are sold in returnable packaging (wooden pallet-boxes), unless otherwise agreed by the Parties.



General Terms and Condition of Sales of Fabryka Elementów Złącznych S.A.

2. Returnable packaging is the property of the Seller and is intended exclusively for the storage of goods delivered to the Buyer under a commercial contract or order.
3. Packaging is handled on the basis of these provisions and generally applicable laws with particular reference to The Packaging and Packaging Waste Management Act of 13 June 2013 (Journal of Laws 2013 item 888, as amended).
4. The Buyer is obliged, in the absence of any other agreement in each case confirmed with the counterparty, to return the packaging to the Seller at his own expense within 40 days of the delivery of the goods.
5. On the 41st day of possession, ownership of the packaging will pass to the Buyer and the Seller is obliged to issue a VAT invoice for the sale of the packaging. The Buyer shall pay the indicated price within 14 days from the date of the VAT invoice issued by the Seller.
6. A borrowed packaging may not be exchanged for another without the knowledge and consent of the Seller.
7. The Buyer shall be liable regardless of fault for the loss, diminution in value or substitution of returnable packaging owned by the Seller.
The Buyer shall bear the costs of disposal and scrapping in such cases.
8. All returned packaging must be tightly closed with the original seals, undamaged and clean on the outside.
9. The Seller reserves the right to refuse to accept damaged or contaminated packaging and to treat such packaging as lost and leave it at the disposal of the Buyer. The return of such packaging will result in an invoice being issued to the Buyer for the equivalent of the lost packaging.
10. At the Buyer's request indicated in the Order, the sale of goods may take place in metal pallet-boxes.
11. The cost of packaging is determined separately from the sale price of the goods.
12. The Buyer may request the resale of the metal pallet-box to the Seller within 120 days from the date of delivery.

The Seller declares his willingness to repurchase the packaging at a price corresponding to the previously issued VAT invoice for the sale of the packaging by the Seller to the Buyer – provided the packaging is considered to be in good condition (not deteriorated from the date of delivery). In this case, the cost of transporting the packaging shall be borne by the Reseller.

VII. PAYMENT TERMS AND CONDITIONS

1. The Buyer shall pay for the manufacture of the products in accordance with the form of payment agreed in the Order Confirmation.



General Terms and Condition of Sales of Fabryka Elementów Złącznych S.A.

In the case of a money transfer, the payment deadline is calculated from the date of the invoice.

2. In the event of delays in payment for delivered goods, the Seller shall have the right to withhold further deliveries or withdraw from the contract without legal and financial consequences. In this case, the Seller reserves the right to cancel other previously confirmed orders.
3. The Seller shall have the right to require the Buyer to make an advance payment, down payment or prepayment for the goods ordered or to provide satisfactory payment security, such as a bank or insurance guarantee.
4. In the event of delay in payment, the Seller shall be entitled to claim interest at the maximum interest rate (Art. 359 § 2¹ of the Civil Code) or at the statutory interest rate, whichever is higher.
5. The Seller reserves the right to change prices during the course of the order. Further processing of the order in this case requires the written approval of the Buyer.
6. In the event of a delay in payment for delivered goods exceeding 30 days from the due date, the Seller reserves the right to sell such receivables to third parties.
7. The Seller reserves the right to transfer business information on the Buyer's liabilities to the National Debt Register, under the terms of the Act on Access to Business Information and Exchange of Business Data of 9 April 2010 (Journal of Laws No. 81, item 530, as amended).
8. In the event of non-payment of debts owed to customers subject to entry in the register of insolvent debtors kept by the National Court Register, the Seller reserves the right to request entry in this register.

VIII. TRANSFER OF RISK AND TRANSFER OF OWNERSHIP

1. The transfer of risk associated with the delivery of goods occurs:
 - a) when the goods are collected by the Buyer's own means of transport – as soon as the goods have left the Seller's premises,
 - b) upon delivery of the goods to the place indicated by the Buyer – upon arrival of the goods at the agreed place of delivery.
2. Ownership of the goods shall be transferred to the Buyer upon full payment of the price by the Buyer, understood as receipt of the amount due on the account of the Seller.
3. In the case of collection of the products by the Buyer's own means of transport, this shall take place within 7 days of receipt of the notice.



IX. FINAL ACCEPTANCE AND GUARANTEE

1. Final acceptance of the ordered goods shall be deemed to have taken place and the goods to have been released for delivery to the Buyer upon confirmation of the acceptance documents in accordance with the Order Confirmation – Acceptance Conditions in accordance with PN-EN ISO 10204: 2006 by authorised persons.
2. Subject to the terms and conditions of these GTCS and the contract, the Seller shall grant to the Buyer a quality guarantee for the delivered goods, excluding the provisions of the Civil Code.
3. The warranty covers latent defects in the products that may become apparent during their use and material deviations from the conditions of workmanship and acceptance agreed in the Confirmation of Order, rendering them unusable or shortening their service life.
4. The guarantee is granted for the period specified in the sales contract, starting from the date of delivery of the goods to the Buyer. The Seller provides a guarantee for the delivered batch of products for a period of up to 2 (two) years, no longer than until 31 December of the year following the year of manufacture marked on the products.
5. The Seller shall only be liable for a defect that has become apparent during the guarantee period and of which the Buyer has notified the Seller during the guarantee period, immediately after the defect has become apparent, but no later than within 7 days of the defect becoming apparent. Failure on the part of the Buyer to notify the defect disclosed within the specified period within the guarantee period shall exclude the Buyer's claims under the guarantee.
6. Notification of a defect shall include appropriate documentation demonstrating that a defect has occurred.
7. The Buyer shall be obliged to allow the Seller to inspect the claimed goods, including sampling and technical tests, under pain of losing guarantee claims.
8. Products that are defective within the meaning of the Guarantee shall be placed at the Seller's disposal for evaluation within 7 (seven) days from the time the defect is found, and then – if the Seller recognises the defect – shall be replaced with defect-free products.
9. The guarantee does not cover defects in products resulting from improper storage or use.
10. In view of the guarantee provided, the contracting parties exclude the Seller's liability under warranty for physical defects in the goods supplied.

X. DISPUTE RESOLUTION, COMPLAINTS

1. All disputes arising from the conclusion, execution and assertion of any claims from the contract shall be settled by the common court according to the jurisdiction of the Seller.
2. All quantity complaints must be reported upon receipt/delivery of goods.



General Terms and Condition of Sales of Fabryka Elementów Złącznych S.A.

Quality complaints must be reported as soon as defects are discovered, but no later than 7 days after the defect is found.

3. A complaint must be made in writing.
4. The Buyer shall deliver the goods complained of to the Seller's premises at his own expense and risk. The Seller will only reimburse the Buyer for the above costs if the complaint is found to be valid. In the event of a complaint being deemed unfounded, the Buyer shall bear the costs of return transport as well as any additional costs incurred by the Seller, including, but not limited to, the costs of selection or possible laboratory testing.
5. The Seller shall process the complaint within a maximum of 14 days from receipt of samples or photographs of the goods complained of. When processing complaints, their validity is assessed taking into account the legal technical standards and good industry practice.
6. If the complaint is considered justified, the Seller may, at his discretion, either remove the defect or replace the goods with new, defect-free goods or agree an appropriate reduction in the price.
7. The resolution of the complaint as described above excludes the possibility of claiming further compensation.
8. If the goods complained of have not been sent back to the Seller, until the complaint has been finally resolved, the Buyer is obliged to store the goods in a proper manner, preventing any damage or defects.
9. Submitting a complaint does not entitle the Buyer to withhold payment for completed deliveries of goods.

XI. RETURN OF GOODS

1. The Seller shall not accept returns of goods due to reasons attributable to the Buyer (e.g. wrong decision, cancellation of the purchased item, mistake made when ordering). In special cases, the Seller may waive this rule and accept the returned goods. In this case, the Seller will repurchase the returned goods from the Buyer at the selling price and the Buyer will be charged the handling and transport costs.
2. Goods may only be returned by prior arrangement and with the Seller's approval expressed in writing under pain of invalidity.
3. Acceptance of returned goods is conditional on the goods being returned undamaged and identifiable as to the parameters contained in the approvals. In the case of packaged goods, they must be returned in their factory original and undamaged packaging.
4. Goods may be returned within 1 month of the date of release.



XII. DEVIATIONS

1. If the goods are not collected within 7 days of notification, the Seller reserves the right to:
 - a) issue and send an invoice to the Buyer and place the goods at the Buyer's disposal,
 - b) ship the goods by his own means of transport or by other carriers without prior negotiation of the conditions of carriage, at the Buyer's expense,
 - c) charge storage costs of 0.5 % of the value of the delivery for each day of storage and to pass these on to the Buyer,
 - d) suspend the performance of other contracts until such time as the Buyer has received the goods.
2. The Seller reserves the right to claim contractual penalties in the amount of 30 % of the value of the ordered goods and to claim compensation for damage exceeding the amount of the penalty under the principles of the Civil Code, provided that the penalty does not cover the damage suffered in the event that the Buyer withdraws from the contract after it has been concluded and the Seller has performed, is in the process of performing or has incurred financial expenditure on the performance of this contract.
3. For non-performance or improper performance of the contract, the Seller may only be held liable under the terms of the Civil Code.

XIII. FORCE MAJEURE

1. The parties to the contract shall not bear the consequences of a breach of contract if the sole reason for such a breach was force majeure, and the party affected by the force majeure immediately notified the other contractual party of its occurrence and took all measures to limit the breach of contract and to remedy the condition and consequences of the breach as quickly as possible.
2. Force majeure shall be understood as sudden and unforeseen events, independent of the will of the parties to the contract, which cannot be prevented or counteracted by the exercise of due diligence, making it impossible to perform the contract in whole or in part, and in particular:
 - a) natural disasters (e.g. fires, floods, etc.),
 - b) acts of state authorities (e.g. state of emergency, etc.),
 - c) strikes – excluding strikes of employees of the contracting parties,
 - d) prolonged disruptions of transport operations.
3. The parties are obliged to confirm the existence and duration of such obstacles by registered letter within seven (7) days, otherwise they may not invoke a case of force majeure.

Delivery times are extended by the period of delay caused by the action of force majeure.



General Terms and Condition of Sales of Fabryka Elementów Złącznych S.A.

5. In the event that force majeure makes it objectively impossible to perform the contract in whole or in part, either contracting party shall have the right to terminate the contract by giving seven days' notice.

XIV. FINAL PROVISIONS

1. The provisions of these GTCS relating to the delivery of goods by the Seller shall apply mutatis mutandis to the provision of services by the Seller.
2. These Terms and Conditions and contracts between the parties shall be governed exclusively by Polish law.
3. In matters not covered by this contract, the provisions of the Civil Code shall apply.
4. By accepting the GTCS, the Buyer consents to the processing of his data by the Seller for the purpose of completing the order, as well as for marketing purposes related to his business.
5. The Seller provides an e-mail address for the delivery of correspondence: efaktury@fez.pl.