

ŚRUBENA UNIA Spółka z ograniczoną odpowiedzialnością
with its registered office in Żywiec

General Terms & Conditions of Sale

SECTION 1. GENERAL PROVISIONS

1. The sale of ŚRUBENA UNIA Spółka z ograniczoną odpowiedzialnością in Żywiec's commodity takes place under the conditions specified in these General Terms and Conditions of Sale.
2. The terms used in the further part of these General Terms of Sale shall mean:
 - a) GTS - ŚRUBENA UNIA Spółka z ograniczoną odpowiedzialnością in Żywiec's General terms and conditions of sale;
 - b) Seller - ŚRUBENA UNIA Spółka z ograniczoną odpowiedzialnością with registered office at ul. Grunwaldzka 5. 34-300 Żywiec - Poland (hereinafter referred to as ŚRUBENA and/or the Seller);
 - c) Buyer - a legal person, a natural person, as well as an organisational unit without legal personality, who has submitted an order to the Seller for goods from the Seller's offer;
 - d) Order - an offer to purchase goods submitted by the Buyer in writing. It can be delivered by post, courier, fax or e-mail, but it must contain at least: the range of ordered products, quantity, details of the buyer necessary to issue a VAT invoice, contact details, method, date and place of receipt of the ordered products and method of payment;
 - e) Confirmation of the order - a written statement of the Seller about accepting the order, submitted to the Buyer by mail, courier, fax or e-mail, within:
 - > Over 3 business days for standard products;
 - > Over 10 business days for products deviating from DIN or ISO standards, drawings according to special requirements upon its receipt together with the determination of at least: the price of the goods, the total value of the ordered goods, date, place and method of delivery and payment terms.
 - f) Goods - means the products of the Seller and all articles, other goods and objects and services offered by the Seller;
3. GTS constitute an integral part of each ŚRUBENA offer, and upon the submission of an order on the basis of the Order by the Buyer, they also become an integral part of the sales contract concluded on its basis and are valid for the entire duration of this contract. The Buyer or a person authorised in writing to act on their behalf by placing an order confirms that they know and accept the GTS. Notwithstanding the above, acceptance of the delivery of goods by the Buyer constitutes an unconditional acceptance of these GTS.
4. These GTS are available on ŚRUBENA's website at / www.srubena.pl/.
5. The GTS apply to the supplies and services realised by the Seller. Any deviations from the application of these GTS require written form to be valid and shall not cause the repeal of the other conditions of GTS.
6. If the Buyer's contractual pattern exists, the provisions contained therein are applicable only if they do not contradict these GTS.

7. In addition to the provisions contained in these GTS, the Seller allows the possibility of concluding individual contracts and reserves the right to accept orders in part and to reject them without giving any reason.

SECTION 2. CONCLUSION OF THE AGREEMENT

1. The contract is concluded by submitting a written order by the Buyer and its acceptance by the Seller. The order is considered accepted at the time of sending the Buyer a written confirmation of the order acceptance by the Seller.
2. Written confirmation of the order by ŠRUBENA means accepting it for execution. All subsequent exceptions must be in writing.
3. For orders with immediate receipt of goods, the order confirmation is a VAT invoice issued by ŠRUBENA.
4. By placing an order, the Buyer presents to the Seller copies of the following documents:
 - a) current commercial register extract / excerpt from the commercial register or current business registration / current business license,
 - b) the decision on assigning the business/company registration number and tax identification number (unless it is entered in the registration document),
 - c) annual financial statement for the last financial year.
5. The obligation to submit the documents listed in paragraph 2 does not apply to orders placed by Buyers who remain with the Seller in regular business relations.
6. The Seller reserves the right to demand from the Buyer - before proceeding to the contract execution - to establish for the Seller irrevocable security of payment in the form of:
 - a) bank guarantee,
 - b) insurance policy,
 - c) assignment of receivables,
 - d) promissory note with the "no protest" clause,
 - e) guarantees of third parties
 - f) pledge, registered pledge,
 - g) other at the discretion of the Seller.
7. Placing an order by the Buyer does not bind the Seller, and the absence of their response does not mean a tacit acceptance of the order.

SECTION 3. GOODS AND DELIVERY CONDITIONS

1. All technical information regarding goods, steel grades, strength class, dimensions, conversion factors, sizes, dimensional and weight tolerances and quality, resulting from catalogues, prospectuses and other advertising materials presented by the Seller contains approximate data and is valid only to the extent to which it will be accepted by both parties.

2. The buyer acknowledges that applicable standards apply to the offered goods.
3. Announcements, advertisements and catalogues about goods offered by the Seller are for information purposes only.
4. The delivery of ŚRUBENA goods takes place on the terms of FCA (from the headquarters of ŚRUBENA in Żywiec - Incoterms 2000, unless otherwise agreed with the Buyer.
5. The deadline for receipt of the ordered goods is set in the order confirmation.
6. The delivery date is considered met when the goods have been prepared for loading as agreed with the Buyer.
7. Delivery dates given are for information only. The Seller reserves the right to change the time and date of delivery if inconveniences occur that are not affected by the Seller, e.g. untimely delivery by suppliers of the Seller, restrictions on traffic, unpredictable disruptions in the work of the Seller, e.g. electricity shortage, transport and customs delays, transport damage, weather conditions, road blocks, etc. In the event of the above circumstances, the Buyer will not report any claims related to the delivery delay.
8. The Buyer shall collect the good or service immediately after notification of its availability in the Seller's warehouses. In the event of a delay in acceptance, the Buyer may be charged with storage costs, subject to other rights of the Seller.
9. At the written request of the Buyer and at his expense, ŚRUBENA sends the goods to the address indicated by the Buyer.
10. Goods can be delivered by ŚRUBENA to the address of the Buyer via the carrier indicated by ŚRUBENA or indicated by the Buyer, based on the Buyer's authorisation.
11. Upon the delivery of the goods (para. 3) transport risk shall be borne by the Buyer; only in the case of delivery of products with ŚRUBENA'S transport, the risk of their loss or damage shall be borne by the Seller until the goods are delivered to the Buyer.
12. Accordingly to the transport risk as determined in para. 11, the Parties shall insure the goods at their own expense.
13. Cases of force majeure, in particular impossible to predict events of any type such as strikes, natural disasters, wars and any other that may hinder or prevent regular supply, production process or delivery of goods, entitle ŚRUBENA to extend the deadline for the order execution.

SECTION 4. PRICE AND PAYMENT TERMS

1. For the ŚRUBENA goods and packaging, only the prices quoted in the order confirmation are binding.
2. The prices for goods offered by the Seller do not include tax on goods and services (VAT), unless explicitly stated otherwise.
3. The Seller reserves the right to change prices in the event of a change in exchange rates, increase in prices of raw materials and energy conditions, changes in the law and other provisions on which the Seller has no influence.
4. The prices for products and goods given in a foreign currency are converted into PLN according to the selling rate of those currencies of the Seller's bank effective on the day of the sale of the goods.

5. Delivery costs to the Buyer and other additional services are determined individually when placing the order. The absence of such arrangements shall mean that the goods are picked up at the Seller's premises (EXW in accordance with Incoterms 2000).
6. All other non-standard costs that may arise during the order are charged to the Buyer, unless the parties have agreed otherwise.
7. Discounts and rebates shall only be granted in writing.
8. The Buyer may receive a discount or use a trade credit only if, at the time of payment, it is known that all their obligations to ŠRUBENA arising from earlier deliveries have been settled on time and there is no doubt as to their solvency.
9. Receivables for goods are payable on the basis of an invoice issued by the Seller, on the date indicated on the invoice.
10. If the Buyer does not comply with the agreed payment date, the Seller has the right to charge interest for delay in commercial transactions, starting from the date on which the payment deadline specified on the invoice has expired.
11. In the event of a delay in payment by the Buyer or their other actions to the detriment of the Seller, the Seller reserves the right to withhold the delivery of goods until the moment of removal of the existing obstacle affecting the implementation of the agreed service.
12. Without the written consent of the Seller, the Buyer may not make any deductions from the amounts due to be paid by them for the goods.
13. ŠRUBENA reserves the right to provide business information about the obligations of the Buyer to the National Debt Register, on the terms set out in the Act of 9 April 2010 on disclosure of economic information and exchange of economic data (Journal of Laws (Dz.U.) No. 81, item. 530 as amended).
14. In the event of non-payment of amounts due to clients subject to entry into the register of insolvent debtors kept by the National Court Register, ŠRUBENA reserves the right to submit applications for entry into this register.

SECTION 5. COMPLAINTS, LIABILITY FOR DEFECTS

1. ŠRUBENA provides a quality guarantee ensuring proper functioning of the sold goods. The warranty period is 12 months from the date of sale, unless the requirements of the standard provide otherwise.
2. **ŠRUBENA guarantees 6 months for corrosion protection of goods that are burnished products. These goods should be stored in closed storage rooms with a maximum relative humidity of 60%. Recommended storage temperature 16 degrees Celsius v 30 degrees Celsius.**
3. The Buyer shall examine the delivered goods in terms of quantity and quality in terms of non-hidden defects, immediately after its receipt, but not later than within 4 business days from the receipt of the goods.
4. If the Buyer, after examining the goods, determines that there are any inconsistencies with the goods issue document, they should inform the Seller in writing about this fact in order to agree on further course of the proceedings.
5. Quality complaints in the scope of hidden defects Buyer shall report immediately after detecting the defect, however not later than within 12 months from the date of receipt of the goods.

6. The complaint must be made in writing.
7. The Buyer delivers the goods to which the complaint refers to the Seller's office at his own expense and risk. The Seller shall reimburse the Buyer the above costs only if the complaint is considered justified. In the event that the complaint is considered unfounded, the Buyer shall bear the costs of return transport as well as any additional costs incurred by the Seller, including costs of selection or possible laboratory tests.
8. The Seller may provide the Buyer with a batch of substitute products identical in type and quantity with the products advertised, the costs of these products being borne by the Buyer. If the complaint is considered justified, the Seller shall refund the above costs to the Buyer. If, after sending replacement products, the complaint has been considered by the Seller as unfounded, the Buyer is obliged to collect the complained goods and pay for them. In the event that the Buyer, despite accepting the complaint as unfounded, was not interested in returning the goods complained about – they shall bear the costs of their possible disposal. The above does not absolve the Buyer from the obligation to pay for these products.
9. In justified cases, the Seller may send his representative to the registered office of the Buyer or place of actual storage of the batch of goods complained about, in order to assess the legitimacy of the complaint. Each time the necessity of such proceedings is agreed together with the Buyer.
10. All documented costs of the proceedings shall be borne by the Seller, provided that the complaint is considered unfounded, the Seller shall charge the Buyer with them.
11. The Seller shall consider the complaint within no more than 14 days from the receipt of samples or photos of the goods being advertised. When considering a complaint, their validity is assessed taking account of applicable technical standards and good industry practice.
12. In the event of a complaint not being recognised, the Seller may charge the Buyer with the costs of handling the complaint (administrative costs) in the amount of EUR 100.
13. If the complaint is considered justified, the Seller may, at its option, either remove the defect or replace the product with a new one, free from defects or agree an appropriate reduction of its price.
14. Resolving the complaint in the above-mentioned manner excludes the possibility of further compensation.
15. If the advertised goods have not been sent back to the Seller, until the complaint is finally resolved, the Buyer shall store it properly, preventing its possible damage or shortages.
16. The Seller's liability under the warranty for damage caused as a result of defects, in the event of the above rights being exercised, is excluded on the basis of the art. 558 of the Polish Civil Code. The Seller shall not be liable for any damage caused by products manufactured by the Buyer from materials provided by the Seller. The Seller shall not be liable towards the Buyer or third parties for production losses, loss of profit, loss of use, loss of contracts or any other secondary or indirect loss of any kind.
17. The condition for accepting returns of goods that have been questioned by the Buyer and recognised by the Seller is that they are undamaged, unprocessed in the production processes of the Buyer and identifiable as to the parameters contained in the approvals.
18. Any quantitative and/or quality complaints of the goods do not entitle the Buyer to withhold payment from the delivered delivery, as well as make any deductions from the amounts due to be paid by the Buyer for the goods.

19. The Seller has the right to withhold execution of Buyer's claims arising out of any claim until the Buyer has settled any outstanding receivables against the Seller.
20. ŚRUBENA shall not be liable for damages resulting from incorrect or negligent use.

SECTION 6. OTHER ARRANGEMENTS

1. The goods delivered to the Buyer by ŚRUBENA remain their property until they are fully paid for, understood as the effect of the receivables on the Seller's account.
 2. Legal relations with the Buyer shall be governed exclusively by the Polish law. The place of performance of all obligations resulting from these regulations shall be in Żywiec.
 3. Any disputes that may arise directly or indirectly from these regulations will be settled according to the local and competence jurisdiction of the Polish court competent for the seat of the Seller.
 4. No assignment of rights arising from the contract concluded with the Seller or an order placed against third parties shall be permitted without the written consent of the Seller.
 5. In the case of legal ineffectiveness of individual provisions of the GTS, the remaining provisions and orders executed on their basis shall remain in force. The Parties shall agree effective provision to replace the ineffective provision in such a way as to reflect its meaning and intention as faithfully as possible.
 6. By accepting GTS, the Buyer agrees to the processing of their data by the Seller in order to perform the order, as well as for marketing purposes related to his business.
 7. In the event of a contradiction between GTS and the contents of ŚRUBENY contract with the Buyer, the Parties shall be bound by the contract.
 8. In matters not covered by these GTS, the provisions of the Civil Code shall apply.
9. Unified text adopted after the changes introduced by Resolution No. 1/2018 / VII of the Management Board of ŚRUBENA UNIA Sp. z o.o. of July 2, 2018.

Vice-President
Director of Marketing and Sales

Tadeusz Jopek



Chairman of the Board
CEO

Andrzej Herma

