

GENERAL TERMS OF SALES, KONSMET S.C.

GENERAL PROVISIONS

1. These General Terms of Sales and Delivery of Machines and Spare Parts [hereinafter: the 'GTS'] constitute the general terms as construed in section 384 of the Civil Code and apply to the contracts signed with the KONSMET S.C. [Supplier]
2. These GTS are presented to the Consignee as an integral part (appendix) of the Contract signed with the Supplier. These GTC shall also be deemed effectively presented, if the Consignee is notified of their availability on the Supplier's website: www.konsmet.com.pl/do-pobrania.
3. The Consignee's acceptance of these GTS given on the occasion of one order of Machines or Spare Parts shall be deemed their acceptance in any subsequent transactions.
4. Any deviations from these GTS shall only be effective, if stemming from the Supplier's offer, the latter constituting an offer as construed in the regulations of the Civil Code, or if put down explicitly in writing and approved by the Supplier.
5. These GTS come into force and effect as of 1 February 2019.

CONCLUSION OF THE CONTRACT. ACCEPTANCE OF THE OFFER

1. If the Consignee accepts the presented sales offer, the authorised officer should place his/her signature in the place reserved therefor and e-mail back the accepted offer scanned to the following address: biuro@konsmet.com.pl. The offer, once accepted as above, shall constitute the Purchase Order.
2. Unless the Parties agree otherwise, the Contract is signed the moment the Supplier confirms acceptance of the Purchase Order for execution. E-mailed confirmation of the Supplier's acceptance of the Purchase Order shall be deemed sufficient.
3. Confirmation of the Purchase Order shall acknowledge the Party's vital arrangements with respect to the subject matter of the Contract and contain or refer to these GTS.

THE PRICE AND PAYMENT TERMS

1. The prices are quoted net, EXW KONSMET S.C.
2. Any changes to currency exchange rates, duties, insurance premiums, transport fees, or any other levies introduced after the signing of the delivery contract and resulting in increased delivery costs shall be borne by the Consignee and shall not require any amendments to the Contract.

3. The payment shall be deemed made on the date it is credited to the bank account of KONSMET S.C. Should the payment be delayed, statutory interest thereon shall accrue.
4. The Consignee shall not be entitled to set off any mutual accounts, unless KONSMET S.C. gives its written consent.

THE DELIVERY DATE AND TERMS

1. The delivery time starts running as of the date the Purchase Order is acknowledged for execution by KONSMET S.C., though no earlier than upon making all necessary technical arrangements and the receipt of the advance payment, if agreed by the Parties.
2. In the event the Parties agree that KONSMET S.C. is to deliver the goods to the Consignee, the Consignee is obliged to provide the address for the delivery.
3. Should the Consignee fail to receive the consigned goods and the latter are sent back to the registered address of KONSMET S.C., their repeated transport to the Consignee shall be made at his expense and risk.
4. The Consignee is obliged to check the delivery against the Purchase Order, and inspect the goods for any potential shortfall or damage in transport. The inspection should be carried out at the delivery or promptly afterwards. If the Consignee does not complain about the quantity or quality of the goods delivered within maximum 3 days following the delivery, it shall be deemed that the delivery and release of the goods to the Consignee have been performed correctly and in accordance with the Purchase Order.

THE PASSING OF THE RISK

1. The risk of loss of or damage to the goods shall pass onto the Consignee at the loading of the goods onto the Consignees's means of transport or that of the named carrier at the registered address of KONSMET S.C.
2. Should the collection of the goods be delayed through the Consignee's fault, KONSMET S.C. shall have the right to issue the sales invoice upon the lapse of 3 days after the goods were notified for collection, and the risk of loss of or damage to the goods shall pass onto the Consignee.

TRANSFER OF THE OWNERSHIP TITLE

1. The goods shall remain the property of KONSMET S.C. until the Consignee pays the full selling price.
2. The ownership title and the related right to demand the release of the relevant goods shall not deprive KONSMET S.C. from the right to seek liquidated damages and/or lost benefit.

THE GUARANTEE AND COMPLAINTS

1. The Supplier undertakes he shall take prompt steps aimed at remedying any defect by way of delivering spare parts or sending a service technician.
2. The Consignee can lodge a defect notice with respect to the goods in writing to the following address: biuro@konsmet.com.pl no later than within 7 days after he discovers a defect. Defect template form is available on Supplier's website: www.konsmet.com.pl/do-pobrania.
3. The defect notice concerning any goods delivered shall not entitle the Consignee to withhold the payment for the goods to KONSMET S.C.
4. The guarantee terms apply only to the goods for which the guarantee document is issued.
5. Guarantee terms:
 - 5.1. The Supplier gives a 12 months' guarantee running as of the delivery day, unless the Parties agree otherwise.
 - 5.2. The guarantee term shall only be extended by the period over which the object delivered remained faulty because of replacement or repair caused by defects the Supplier was guilty of.
 - 5.3. The Supplier shall make the decision to repair or replace the faulty goods.
 - 5.4. The guarantee comprises only those technical parameters of the goods which the Supplier has acknowledged in writing.
 - 5.5. The guarantee claim shall expire if:
 - 5.5.1. The Consignee does not lodge a written defect notification forthwith (no later than within 7 days after the discovery of the defect).
 - 5.5.2. The goods have been mounted incorrectly or bit according to the Supplier's documentation, or the operating conditions of the goods exceed the parameters acknowledged by the Supplier.
 - 5.5.3. The Consignee or third parties have made alterations to the goods the complaint concerns without the Supplier's consent.
 - 5.5.4. The defect comes as the result of incorrect operation or maintenance, inappropriate use or storage, or devastation or damage inflicted by other devices.
 - 5.5.5. The goods are not and have not been used in accordance with their designation.
 - 5.5.6. The Consignee does not follow the operating recommendations contained in the device user manuals.
 - 5.5.7. The original consumables are not used.
 - 5.5.8. The Consignee fails to send the damaged goods to the registered address of KONSMET S.C.
 - 5.6. The guarantee does not cover any claims for potential losses or lost profit.
 - 5.7. Any elements replaced under the guarantee shall remain the property of KONSMET S.C.
6. Excluded are any warranty claims.

DELAY AND CONTRACTUAL PENALTIES

1. Should the Consignee suffer a loss in effect of a delay through the fault of KONSMET S.C., he shall be entitled to claim contractual penalties, though excluding any other claims for damages in excess of the stipulated contractual penalty. The said contractual penalty shall be 1.5% net value of the delayed portion of the Purchase Order for each week of the delay, though no more than 6% net value of the delayed portion of the delivery. A one week's grace period is adopted in calculating the delay of the delivery.
2. Should the Supplier be at fault in his delay for more than 30 days versus the delivery term, the Consignee shall call on KONSMET S.C. in writing to perform the latter's obligations ensuing from the Contract with respect to the delayed service and set another 10-day term for their performance. Should the so-set term elapse ineffective, the Consignee shall have the right to withdraw from the Contract in the part covering the delayed service within 3 days after the ineffective lapse of the additional term.

CHANGES TO OR CANCELLATION OF THE PURCHASE ORDER

1. Once the Purchase Order has been placed, the Consignee cannot introduce any changes to or cancel the Purchase Order. Otherwise, the Consignee undertakes he shall cover all costs KONSMET S.C. has incurred in connection with the cancellation of the Purchase Order.

FORCE MAJEURE

1. Neither the Consignee, nor KONSMET S.C. shall be liable for failure to perform their contractual obligations either in their entirety or in part, if the failure to perform such obligations comes as an aftermath of an external event called a Force Majeure event beyond control of the Consignee and KONSMET S.C. The Parties construe the notion of Force Majeure as denoting any unpredictable events, to name e.g.: war, riots, catastrophes, strikes, natural disasters, or broken contracts for the delivery of raw materials necessary to perform the Purchase Order for causes not attributable to KONSMET S.C.
2. The Party affected by a Force Majeure event shall be obliged to notify the other Party thereof, possibly in writing, no later than on or before the seventh day after the occurrence of the event. The other Party should be notified of the ceasing of the Force Majeure event without any delay.
3. The contractual obligations shall be extended in time for the duration of the Force Majeure event,
4. Should the delivery be delayed for more than three months because of a Force Majeure event, both the Consignee and KONSMET S.C. shall have the right to withdraw from the contract without any liquidated damages owing to the other Party for the withdrawal.