

**A. GENERAL PROVISIONS**

1. These General Terms and Conditions of Sale shall apply to sales contracts for goods offered by Agromet Sp. z o.o. based in Ostrzeszów (hereinafter referred to as the Seller) to an entity purchasing them (hereinafter referred to as the Buyer).
2. General business terms and conditions of cooperation provided by the Buyer are not applicable to the Seller, even if they have not been explicitly rejected by the Seller.

**B. CONCLUSION OF A CONTRACT**

1. A written Purchase Order issued by the Buyer and delivered to the Seller shall constitute the basis for the conclusion of a sales contract for goods. It is also acceptable to submit an order for goods verbally or via telephone.
2. In any case, a placement of a Purchase Order does not bind the Seller, and a lack of response shall not imply acceptance of the Purchase Order. The acceptance of a Purchase Order by the Seller requires its written confirmation. If the Seller accepts the Purchase Order with reservations, the Buyer shall be bound by these reservations.
3. A Purchase Order confirmation issued by the Seller shall be a document that confirms the conclusion of the contract under the terms provided for in the confirmation.

**C. PRICES**

1. The prices of goods shall be presented by the Seller as a net amount and the VAT shall be added in the amount applicable at a given time.
2. Prices given to the Buyer are calculated on the basis of current costs. The Seller shall reserve the right to change the prices of all the goods or any part of them to the extent necessary to cover increased costs of supply, manufacture and shipment / delivery, which do not depend on the Seller.
3. In the case of suspension or withdrawal from the contract by the Buyer, all the costs incurred by the Seller in relation to the Purchase Order execution, up until that time, shall be borne by the Buyer.

**D. THE TIME LIMIT FOR CONTRACT EXECUTION, RECEIPT OF GOODS**

1. The delivery of goods ordered by the Buyer shall be performed under the terms and conditions, and within the time limit indicated, in the Purchase Order confirmation. However the delivery date may be prolonged as a result of an occurrence of circumstances beyond the Seller's control, in particular:
  - a) delayed, defective or incomplete deliveries of materials ordered from the Seller's sub-suppliers,
  - b) delayed or improperly performed technical services ordered from the collaborating subcontractors,
  - c) interruptions in power supply or similar difficulties at the Seller's or their subcontractor's / sub-supplier's premises,
  - d) acts or omissions by the Buyer,
  - e) force majeure.
2. The Seller shall reserve the right to suspend the execution of the contract whenever the Buyer does not collect ordered goods in time, or does not fulfil their financial obligations under previous orders or exceeds the credit limit set by the Seller, or does not meet all the conditions given in the Purchase Order confirmation (including advance payment, bank guarantee, etc.)
3. Delays in a Purchase Order execution as a result of the above mentioned circumstances do not entitle the Buyer to withdraw from the contract.

**E. PAYMENT CONDITIONS**

1. The Buyer shall make payment in the agreed currency to the Seller's bank account specified in the invoice and within the time limit stated therein.
2. The payment date shall be the day the Seller's bank account has been credited.
3. The Buyer shall be charged statutory interests for late payment to the Seller for the delivery of goods.
4. If there is a reasonable doubt that the Buyer is incapable of fulfilling their contractual obligations, the Seller shall have the right to make the release of goods conditional on an advance payment of the amounts due or a submission of guarantees or sureties. In this case, the Seller may also demand an immediate payment of all liabilities of the Buyer to the Seller even if their payment due date has not yet passed. The provision of this clause does not deprive the Seller of their right to withdraw from the contract.
5. In the case of sales with deferred payment, the Buyer shall be obliged to submit their registration documents to the Seller (a valid excerpt from the National Court Register or a certificate of entry in the register of business activities, tax reference number / number from the Polish Official Register of Business Entities (REGON) and provide information on its current financial condition.

**F. CREDIT LIMIT**

1. The credit limit is the maximum amount of open (unpaid) invoices issued to the Buyer.
2. The credit limit is set individually for the Buyer.
3. If the subsequent, future sale of goods results in the exceeding of the credit limit granted by the Seller to the Buyer, the Buyer shall be required pay the amount in excess of the credit limit immediately, even if the payment due date for previous invoices has not yet passed.

**G. RESERVATION OF THE OWNERSHIP TITLE**

1. The Seller reserves the title of ownership of the goods and accompanying documents until the sales price has been paid by the Buyer.
2. The Buyer shall not be entitled to transfer the ownership of the goods or to encumber the title with any rights in favour of third parties before having paid the sales price.
3. Any copyrights or industrial property rights – registered or not – related to the goods, shall constitute the property of the Seller (or their licensor) without geographical limitations.

**H. WARRANTY**

1. The Seller assures good quality of the goods sold to the Buyer.
2. The Seller provides the Buyer with the warranty for the sold goods for a period of 24 months as of the delivery date.
3. The warranty shall cover a repair of defective goods or their parts, or their replacement.
4. A repair or replacement of defective goods under the granted warranty shall follow a written notification to the Seller by the Buyer of a claim of defective goods (together with pictures, measurements, description of damages, etc.), taking into account the other provisions of clause H.
5. The Buyer shall be obliged to notify the Seller immediately in writing about the defective goods, but no later than 7 days after the defects were disclosed.
6. The Seller shall contact the Buyer immediately, but no later than 7 working days after the written claim was submitted, in order to arrange the manner of repair or replacement of the goods.
7. A repair or replacement of defective goods under the warranty shall be preceded by a visual inspection of the goods concerned. The inspection is to determine the nature and the cause(s) of the defects and to determine the validity of the repair or replacement of the defective goods under the warranty.
8. The result of the inspection and qualification of the goods as defective under the warranty means that the Seller shall proceed to repair or replace the defective goods.
9. The goods claimed must have undamaged product name plates and other descriptions indicating the origin of the claimed delivery or batch.
10. If as a result of inspection, the Seller finds that the goods claimed are not covered by the warranty, the cost of inspection and all additional related costs shall be borne by the Buyer.
11. The warranty shall not cover any damage of goods resulting from:
  - a) improper use or application other than the intended use or contrary to the operation manual,
  - b) improper assembly and start-up,
  - c) improper maintenance,
  - d) excessive overload,
  - e) natural wear and tear of parts,
  - f) usage of unsuitable consumables,
  - g) operation in improper ambient conditions,
  - h) mechanical damage,
  - i) repair or replacement of defective goods or their parts by an unauthorised person,
  - j) design modification without the consent and knowledge of the Seller,
  - k) force majeure.
12. The parties may agree that some defective parts or components may be replaced by the Buyer on their own without losing the warranty rights. Such arrangements must be done by the parties in writing.
13. The warranty rights may only be exercised upon a presentation of a copy of the invoice for goods sold to the Buyer and paid for by the Buyer, which indicates that the goods are covered by the warranty.

**I. FINAL PROVISIONS**

1. These General Terms and Conditions of Sale apply to all contracts between the Seller and the Buyer. Any deviations from these terms and conditions of sale must be agreed between the Seller and the Buyer in writing.
2. In the case of any matters not governed herein, the provisions of the Civil Code shall apply.
3. Any disputes concerning the contract shall be solved amicably by the parties. In the case of disagreement between the parties, the court for the dispute shall be the court that has jurisdiction over the Seller's registered office.
4. In any case, including for the sale of goods abroad, the Polish law shall apply.