

GENERAL TERMS AND CONDITIONS OF THE SALES AGREEMENT (GTCSA) OF WILHELM HERM MULLER POLSKA SP. Z O. O.

GENERAL PROVISIONS

1. The **SELLER**, in the meaning of GTCSA, shall mean the company named **WILHELM HERM MULLER sp. z o. o., shortly WHM**, with the headquarters in Bydgoszcz (address : **85-862 Bydgoszcz, ul. Solna 20**), entered in the register of entrepreneurs maintained by the District Court in Bydgoszcz, 13th Commercial Division of the National Court Register under the KRS number **0000165843**.
2. The **BUYER**, in the meaning of GTCSA, shall mean a natural or a legal person, a partnership or any other entity not being legal persons, but able to have rights and obligations which has concluded an agreement with the **SELLER** for the sale of goods or services.
3. The sales agreement between the **SELLER** and the **BUYER** may be concluded under the provisions agreed by the parties that deviate from the provisions of these general terms and conditions of sales. In such case individually agreed provisions shall prevail over appropriate provisions of general terms and conditions of sales.
4. Conclusion of the agreement under the terms of these general conditions is effected after acceptance by the **BUYER**, by placing an order and by the **SELLER** by expressing the order placement confirmation.
5. In the case of sale to individuals who do not conduct business activity (consumers) GTCSA apply only when they are not contrary to the provisions generally in force that relate to consumer sales. In the event of sales to farm owners it is assumed that such an entity is not a consumer.

SUBJECT MATTER OF SALE

1. The subject matter of sale are goods specified in the agreement which are traded by the **SELLER** or the services provided by the **SELLER**.
2. The **SELLER** undertakes to transfer to the **BUYER** the ownership title to the goods and to hand over the goods to the **BUYER**, while the **BUYER** undertakes to collect the goods and to pay the price to the **SELLER**. The above provisions apply also to services.

PRICES AND TERMS OF PAYMENT

1. The prices stated by the **SELLER** are net prices to which VAT shall be added in accordance with the applicable regulations. The prices can be expressed in PLN or EUR.
2. The prices are based on ex-storage depot of the **SELLER**.
3. The sales price agreed by the parties may be changed only if a foreign counterparty or a domestic supplier changes the price or in case of events on which the **SELLER** had no influence such as change in the currency exchange rates, in customs duties, taxes and other.
4. The Parties agree that the necessary and sufficient condition for a change in the price is correct notice of a new price sent to the **BUYER** and lack of the **BUYER's** objection

within 7 days from the date of notification means its consent for the purchase of goods for the price indicated in the notice.

PAYMENT DATE

1. The **BUYER** is obliged to pay the **SELLER** the price for the goods sold in accordance with the deadline indicated on the invoice.
2. If the **BUYER** is delayed in payment, it will be required to pay the statutory interest for delay in commercial transactions in accordance with the act of the 8th of March 2013 on the dates of payment in commercial transactions (i.e. Journal of Laws of 2016, item 684), while in case of consumers, the statutory interest for delay in accordance with the civil code.
3. In relations between entrepreneurs, starting from the date of gaining the entitlement to statutory interest for delay in commercial transactions, WHM shall have the right to receive from the debtor, without a notice, an equivalent of 40 Euro converted into Polish zloty according to the average exchange rate of Euro published by the National Bank of Poland (NBP) on the last working day of the month preceding the month in which the cash consideration has become due , as a compensation for the costs of the recovery.

PACKAGES

1. The goods will be shipped in packages normally used by manufacturers and/or the **SELLER**.
2. In the case of relevant annotation on the sales documents, the **BUYER** may be required to return on its own cost the packaging to the warehouse from which the goods were issued or another one indicated by the **SELLER**.

DELIVERY DATE

1. Planned date of delivery shall be indicated in the order confirmation.
2. Withdrawal from (canceling) an order by the **BUYER** shall require a written permission from the **SELLER**.
3. **The SELLER** shall not be liable for delays preventing the delivery within the specified period, due to reasons for which the **SELLER** had no influence such as: strike, lock-out, poor weather conditions, roadblocks, terrorist attack, acts of war, other reasons arising from the restriction imposed by public authorities throughout the country or part of it.
4. **The SELLER** shall not be liable for any delay resulting from events occurring in the production process or in the process of delivery and transport. At the same time the **SELLER** is obliged to notify the **BUYER** on such events in writing. In such cases the **BUYER** has the right to withdraw from the agreement within 24 hours or to accept the new deadline specified by the **SELLER** in writing.

RELEASE OF GOODS

1. The goods shall be collected from the warehouse of the **SELLER**.
2. If the sold goods are to be delivered to the place indicated by the **BUYER**, they are issued at the moment of hand-over by the **SELLER** to a carrier/courier. In such a case, the goods insurance costs during transport and the transportation costs are born by the **BUYER**.
3. **The BUYER** is obliged to collect the goods from the carrier. The goods returned after failure or refusal to collect them may be once again sent to the **BUYER** on the address indicated by it. In this case the **SELLER** will charge the **BUYER** with additional costs associated with the return and re-shipping of goods.
4. In case of failure or refusal to collect the goods due to the fault of the **BUYER**, **the SELLER** shall be entitled to charge the **BUYER** with additional costs for the storage and disposal of the goods.
5. The **BUYER** is obliged to inspect the goods on the collection day.

RISK OF ACCIDENTAL LOSS OR DAMAGE TO THE GOODS

1. From the time of the goods hand-over to the **BUYER** the latter bears the full responsibility for any losses and damages to the handed-over goods.
2. The risk of accidental loss or damage to goods is transferred to the **BUYER** also once the goods are handed-over to a carrier/courier or any other person acting on behalf of the **BUYER**.

WARRANTY FOR LEGAL DEFECTS OF GOODS

1. The **SELLER** declares that all goods sold by it are his property and are not subject to ownership rights of third parties.

WARRANTY FOR PHYSICAL DEFECTS OF GOODS

1. The **SELLER** declares that all goods sold by it are of good quality, are safe and have properties that make them useful to the agreed purpose.
2. If it turns out that the goods sold have defects, and such defects are not caused by the reasons attributable to the **BUYER** - i.e. due to damage or destruction resulting from the fault of the **BUYER**, improper storage, improper maintenance, misuse, improper installation and use, unauthorized repair and other circumstances that may materially affect the durability of the goods - the **SELLER** will repair (remove the defect) or replace defective goods to goods free from defects.
3. The warranty does not cover natural processes of goods wear.
4. Under the pain of loss of the warranty rights the **BUYER** is obliged to immediately notify the **SELLER** of the defect in writing (not later than within 5 days from the date of its detection) after it is detected.
5. The **SELLER** is obliged to take a position on the reported defect within 14 days.
6. To meet the deadline specified in point 5/ it is just necessary to send a registered letter at the address of the other Party.

7. The warranty rights expire within 12 months of the date of purchase of the goods, which is the date of the invoice, or the date of handing over the goods, whichever is earlier.
8. Liability of the **SELLER** under warranty specified by the provisions generally in force shall be limited to the provisions of these general terms and conditions.
9. Liability of the **SELLER** under guaranty, if granted, is specified by separate general terms and conditions.

NOTICE OF CLAIMS

1. Administrative complaints (quantitative or assortment non-compliances) should be communicated to the **SELLER** by the **BUYER** in writing within 3 days of the date of delivery of the product.
2. Claims for defects arising after the receipt of the products should be communicated to the **SELLER** by the **BUYER** in writing within 3 days of the defect reveal.
3. The claims and the purchased goods should be send to the purchase place. If it is not possible to deliver the defective product, the **SELLER** may deliver a new product along with the VAT invoice.
4. The claim shall include: details of the **BUYER** (the personal data or the name, address, contact telephone number, fax number, e-mail), the name and all the product identifiers (type, serial number, etc.), the price of the product, the purchase date, place of purchase, the purchase proof number, the date of the defect or damage occurrence, a description of the defect or damage.
5. **WHM** reserves the right to demand the **BUYER** to deliver - as a pre-condition of the claim consideration - the conditions and parameters of a process or a product.
6. The claim shall be considered on condition that the **BUYER** presents the proof of the product purchase from the **SELLER**.
7. Submission of objections does not exempt the **BUYER** from the obligation to pay the full price for goods and services within the payment due date.

EXCLUSION OF LIABILITY FOR DAMAGE

Apart from the responsibility for warranties, WHM will not be responsible for any damages arising from the reasons related to purchased products and services.

FINAL PROVISIONS

1. The court competent to settle possible disputes between the **BUYER** and the **SELLER** is the local court having jurisdiction over the seat of the **SELLER**.
2. To all matters which have not been regulated by the general sales terms and conditions , provisions of the Civil Code shall apply.

Bydgoszcz, on the 8th of August 2017