

GENERAL TERMS OF SALE

I. DEFINITIONS

1. Terms / GCS - means these General Terms and Conditions of Sale.
2. Goods - movable items (eg finished products, components, devices and tools) being the subject of sale by the Supplier.
3. Supplier - the company Laska Technika Przemysłowa Sp. z o.o. based in Tychy, KRS: 0000115770, NIP: 6460008584, REGON: 271293029,
4. Recipient - a legal person, an organizational unit without legal personality and a natural person conducting business activity purchasing goods from the Supplier as part of their business activity.
5. Party - Supplier or Recipient, and Parties - Supplier and Recipient jointly.
6. Business day - a day of the week from Monday to Friday, excluding public holidays.

II. INTRODUCTORY PROVISIONS

1. These GCS constitute an integral part of each contract concluded with the Supplier, as well as each order placed by the Recipient of the Supplier, and shall apply to the Parties for each sale and delivery of goods between the Supplier and the Recipient.
2. The terms or provisions of contracts between the Parties that are inconsistent with these Terms shall not be binding on the Supplier, unless it agrees in writing to settle the mutual rights and obligations of the Parties differently from these GTS. In particular, it is excluded to accept or apply any general conditions of purchase of the Recipient or other conditions or documents of a similar nature.
3. Catalogs, price lists and other information addressed to Recipients do not constitute an offer within the meaning of the Civil Code.
4. Data on the characteristics of the Goods provided in the catalogs and other advertising and information materials of the Seller, such as, in particular, dimensions, weight, shapes and shades of colors as well as functional features, shall not constitute the Supplier's warranty, unless expressly stated in writing. The information referred to above as well as the clearly agreed features or scope of use of the Goods do not release the Recipient from the obligation to examine and test the Goods to assess their intended use, intended use and planned storage conditions.
5. If the Recipient does not submit to the Supplier the list of persons authorized to place orders or inquiries on his behalf, it is assumed that each person claiming to be the Recipient's representative has been authorized by him to do so.
6. By placing an order or submitting a request for quotation, the Recipient accepts the content of these General Conditions of Sale and confirms that they apply in their entirety to the transaction concluded between the Parties.

III. OFFER AND ORDERS

1. Recipients may submit inquiries to the Supplier in one of the following documentary forms:
 - a) In writing, in person at the Supplier's premises,
 - b) By post - by registered mail,
 - c) in writing via courier,
 - d) By fax,
 - e) by e-mail,
 - f) via the form on the Supplier's online store platform.
2. The Supplier delivers the prepared offer to the Recipient by e-mail or by fax to the address / number indicated by the Recipient in the inquiry. The exception is the situation in which the request for quotation has been submitted in person at the Supplier's premises and it is possible to directly prepare and deliver a written offer to the Recipient.
3. The Recipient places an order with the Supplier by legibly completing the Order form and handing it over to the Recipient in one of the following document forms:
 - a) In writing, in person at the Supplier's premises,
 - b) By post - by registered mail,
 - c) in writing via courier,
 - d) By fax,
 - e) by e-mail,
 - f) through the Supplier's online store platform.

4. The placed order should include: the recipient's full name, the Recipient's tax identification number, the name and surname of the person placing the Order on behalf of the Recipient, the Recipient's address (country, postal code, city, street, number), delivery address (country, postal code, city, street, no.) if different from the Recipient's address, telephone number, e-mail address and offer number if the order is placed on the basis of an offer previously received from the Recipient.
5. If the delivery address is not provided, the Goods are shipped to the Recipient's address.
6. In the case of quoting in the offer or order prices in a currency other than PLN, the basis for the settlement of the transaction is the average exchange rate of this currency in the National Bank of Poland on the day preceding the day of shipment of the goods to the Recipient.
7. The Supplier is entitled to define the minimum quantity and value of the order for particular types of Goods.
8. The condition for the effective conclusion of the sales contract is confirmation of the acceptance of the order for execution - submitted to the Recipient by the Supplier in writing or by e-mail. Confirmation of the order in writing or by e-mail means that the Supplier has received the order and accepted it for execution. Placing an order by the Recipient does not bind the Supplier, and the Supplier's lack of response does not mean that the order has been silently accepted.
9. The delivery dates will be specified by the Supplier in the confirmation of acceptance of the Buyer's order or the Supplier's offer, however, they are estimated dates and indicated for information purposes only - without being ultimately binding on the Supplier. The Supplier will make every effort to deliver on these dates, but it will depend on the timely fulfillment of contractual obligations by the Recipient and the Supplier's contractors. Any changes reported by the Recipient may extend the terms. Goods are deemed to be delivered on time if they are transferred to the first carrier or if they are reported as ready for shipment before the agreed delivery date at the Supplier's premises. In the event that the Recipient does not indicate the place of delivery, the deadline shall be deemed met if the Goods are prepared for release on the indicated day.

IV. DELIVERY

1. Unless otherwise stated in the contract, the delivery will be made on the terms of FCA (Incoterms 2020): the Supplier's plant in Tychy at ul. Towarowa 35.
2. The Supplier attaches a warehouse release document WZ or TDD to each delivery.
3. Each delivery may be partially realized by the Supplier. The Supplier is responsible for determining the quantity or type of the Goods partially delivered, as well as the deadlines for partial deliveries.
4. Unless the Parties agree otherwise, the transport of the Goods to the agreed place of delivery to the Recipient is provided by the Supplier at the Recipient's expense.
5. The costs of transport will be included in the VAT invoice including the amount due for the price for the Goods and will be paid on time and under the conditions provided for the payment of the sale price.
6. In the case of delivery via a forwarder or carrier, the risk of accidental loss or destruction of the goods is transferred to the Recipient at the time of delivery, unloading and release of the Good to the Recipient.
7. The goods may also be delivered to the Recipient in the Supplier's warehouse - in such a situation, the risk of loss or destruction of the Good passes to the Recipient upon release of the Good to the Recipient or his representative - including the forwarder or carrier.
8. The Supplier shall not be liable for failure to meet the delivery date, if the cause of failure to meet the deadline was due to force majeure or other circumstances beyond the Supplier's control. Until the obstacle ceases, the Supplier may suspend or limit the delivery, or withdraw from the contract, if the cause of failure to meet the deadline beyond its control lasts longer than 7 days. The supplier may exercise the right of withdrawal within 12 months from the date of expiry of the delivery period. The above provisions do not exclude the provision of Chapter III point 9.

9. The Supplier shall not be liable for a delay in the performance of the subject of the contract in the event of the Customer introducing changes to the subject of the contract affecting the time of production or release of the Goods, failure by the Customer to fulfill his obligations or due to other circumstances on the part of the Customer. The above provisions do not exclude the provision of Chapter III point 9.

10. In the event of suspension or limitation of the delivery by the Recipient, the delivery period shall be suspended as to the whole or part of the delivery covered by the suspension or limitation, until the obstacle ceases.

11. In none of the above-mentioned situations in Clauses 8-10, it is not considered that the Supplier has failed to perform or has improperly performed the obligation and the Customer is not granted the right to claim damages or contractual penalties.

12. If the Supplier is delayed with the performance of one of the deliveries for more than 60 days or if its performance becomes impossible - which will be communicated to the Recipient - then the Recipient may withdraw from the contract in the scope of delayed or impossible delivery, but without the right to claim compensation for suffered as a result of the Supplier's failure to deliver.

13. If the delivery is delayed for reasons attributable to the Recipient, the Recipient has not indicated the place of delivery, the Recipient is not ready to collect the goods or if the goods are not picked up by the Recipient in due time, the Supplier, at its own discretion and without any liability, has the right to stock the goods at risk. Consignees and debiting the Recipient with storage costs, starting from the date of reporting readiness for shipment.

14. In the situations indicated in point 13, the Supplier has the right to set another collection date, and after this date is exceeded, he has the right to withdraw from the contract and sell or to dispose of the Goods at will. In this case, the Supplier may charge the Recipient for withdrawal from the contract with a contractual penalty in the amount of 60% of the net order value. The supplier has the right to claim damages in excess of the value of the contractual penalty reserved above on general terms. The sale or other distribution of the Goods does not release the Recipient from the obligation to pay the amount charged to the Recipient by the Supplier for the storage of the Good. The Supplier may exercise the right to withdraw within 12 months from the last designated date of receipt of the Goods.

V. PRICES

1. The prices given in the price lists, offers and confirmations are net prices (excluding VAT). In the event of a change in the applicable VAT rates, the gross price will change. VAT will be added to each net price, which the Recipient is obliged to pay along with the net price.

2. The given prices of Goods are specified for standard Goods in accordance with the Supplier's current offer. Any other, specific features of the Goods must be expressly agreed and confirmed in writing or by e-mail. In connection with the above, guarantees regarding a specific use or usefulness, durability or durability of the Goods require an additional agreement in writing or by e-mail - otherwise, the risks related to the specific suitability and use of the Goods are borne solely by the Recipient.

3. The price does not include delivery costs.

4. The price after placing the order and concluding the contract may change in the event of an unforeseen change in the price of raw materials, materials or semi-finished products from which the Goods are made, or an unforeseen change in the prices of accompanying services, remuneration or energy, or in the event of force majeure. In the event of a price change, the Supplier shall inform the Recipient of this in writing, who within 7 days of receiving such information is entitled to withdraw from the concluded contract, without the right to pursue any claims for damages against the Supplier.

5. In the case of cross-border sales and deliveries, the Recipient, upon the Supplier's request, shall provide the documents required for tax purposes to demonstrate VAT exemption (applying the "0" rate in VAT) for these deliveries. If the Supplier finds non-compliance, the Recipient, after receiving the corrected VAT invoice, will cover all the Supplier's claims arising in this respect - including in particular interest and possible penalties imposed on the Supplier by tax administration authorities.

VI. TERMS OF PAYMENT

1. Payment for the Goods is made in the manner agreed between the Supplier and the Recipient - indicated in the order confirmation issued by the Supplier.

2. If, on the basis of documents provided by the Recipient and information obtained from other sources, it appears that the Recipient's financial condition is unstable, the Supplier has the right to demand a prepayment from the Recipient. In the above case, the Supplier also has the right to refuse to process the order - even after confirming its acceptance, about which he is obliged to immediately notify the Recipient.

3. The date of payment shall be the date of payment made in cash or the day the payment amount is credited to the Supplier's bank account; payments are considered made only when they are made in full.

4. Any advance payments or prepayments made by the Recipient shall not constitute an advance payment within the meaning of the Civil Code, unless the Supplier confirms a specific payment in writing as an advance payment.

5. If the Recipient is in delay with the payment of one or more amounts due under any contract concluded with the Supplier, the Supplier may refrain from performing its contractual obligations (which extends the term of the contract) or make further deliveries conditional upon payment of the missing payment in full or granting by The recipient of the collateral accepted by the Provider. The supplier may also withdraw from the contract - in whole or in part specified by him - with immediate effect, if the failure to pay the amount due lasts longer than 14 days. The supplier may exercise the right of withdrawal within 12 months from the date of expiry of the payment deadline.

6. In the event of a delay in payment exceeding 14 days, all obligations of the Recipient towards the Supplier shall become immediately due.

7. The Supplier shall not bear any negative consequences of the performance of contractual obligations later than provided for in the contract, if it is caused by the Customer's delay in payments. The above provisions do not exclude the provision of Chapter III point 9.

8. In settlements between the Parties, the application of any mutual deductions is excluded.

VII. OWNERSHIP

1. The goods delivered to the Recipient shall remain the property of the Supplier until the Buyer pays the entire sale price.

2. If the Recipient is in delay with the payment of all or part of the amount due for the goods, he is obliged, at the Supplier's request, to immediately and unconditionally return the delivered Goods to the Supplier. In this case, the Supplier is entitled to collect the Goods from the place of storage by the Recipient.

3. Unless the Supplier decides otherwise, the demand for the goods to be returned or the goods collected by the Supplier does not withdraw from the sales contract, but only secures the performance by the Recipient of the obligations towards the Supplier. In such a situation, the Supplier is entitled to submit to the Recipient a declaration of withdrawal from the contract within 12 months from the date of payment for the Goods.

4. The costs of delivering (returning) the goods to the Supplier shall be borne by the Recipient.

VIII. LIABILITY OF THE PARTIES

1. The rules of the Supplier's liability for the quality and compliance of the Goods are set out solely in these General Sales Conditions.

2. The Recipient is responsible for the correctness and completeness of the data contained in the order or in the documentation provided by the Recipient to the Supplier.

3. The Supplier shall not be liable for the possibility and correctness of use and the effects of using the Goods provided by the Supplier in specific design solutions and final products of the Recipient.

4. The Supplier is responsible for the possibility and correctness of the use of its goods in specific solutions and final products of the Recipient only if it is clearly stated in the written arrangements between the Parties. However, the Supplier shall not be liable for the above-mentioned responsibility if the Recipient has not followed the Supplier's explicit instructions, recommendations or instructions.

5. The Supplier shall not be liable to the Recipient for defects in the product or goods made by the Recipient with the use of the Goods delivered by the Supplier.

6. The Supplier is not responsible for installations, materials, machines or other parts with which the Goods will be connected or will cooperate. The Supplier is not responsible for the incorrect operation of the Goods if it is caused by a malfunction of the installation of the Recipient or a third party with whom the Supplier's Goods will be connected or will cooperate.

7. The Supplier shall not be liable to the Recipient for lost profits, loss of profit, loss of use, loss of production, loss of contracts or for any other indirect or consequential damages that the Recipient may or has suffered in connection with the Goods delivered by the Supplier. The Supplier's total liability for the performance of a specific order is limited to the net value of the defective Goods.

8. To the extent resulting from the specificity of production or delivery - the delivered quantities of the Goods may differ up to 5% from the quantity specified in the contract concluded by the Parties - in this case, the Parties will agree further actions, and the Recipient is not entitled to any claims for damages - however, this does not exclude the Recipient's right to request delivery of the missing part of the Goods or to demand an appropriate price reduction - and the choice of the solution is made by the Supplier.

IX. WARRANTY - GOODS COMPLAINT

1. The recipient is obliged to examine the goods upon delivery in order to reveal any apparent defects of the goods. Goods collected by the Recipient or his representative without reservations shall be deemed to be goods without apparent defects.

2. If a hidden physical defect is detected during the warranty period, the Recipient is obliged to immediately, but not later than within 3 working days of its detection, make a written complaint for this circumstance and deliver it to the Supplier in one of the following ways:

- a) In person at the Recipient's premises,
- b) By post - by registered mail,
- c) By fax to 032 326 24 51
- d) By e-mail to the following address: laska@laska.com.pl

The claim is the basis for considering the claim. Failure to comply with the above-mentioned deadline results in the loss of warranty rights.

3. The complaint should contain the full name of the Recipient, the name and surname of the person submitting the complaint on behalf of the Recipient, the number of the Supplier's WZ or TDD document with whom the claimed goods were delivered, index, name of the goods under complaint, quantity of the goods under complaint, description of the reasons for the complaint.

4. The Supplier shall consider complaints within 14 working days from the date of receipt of the complete complaint notification to the Supplier in the manner specified in sec. 2.

5. The Recipient loses the rights under the warranty if he has not inspected the goods in time and in the manner described in points 1 and 2 above and has not notified the Recipient of the defect by delivering a complaint within the time limits indicated in points 1 and 2 above.

6. If the Supplier is responsible for the occurrence of a defect in the goods, the Supplier shall, at its discretion, remove the above defect (repair) or deliver a new, defect-free product.

7. The Recipient has the right at his own discretion to demand an appropriate price reduction agreed by the Parties or to withdraw from the concluded contract in an appropriate part if the performance of the action selected by the Supplier specified above is ineffective, or the Supplier expressly declares that it is impossible or otherwise valid, due to the mutual interests of the parties, the reasons justify immediate withdrawal from the concluded contract. However, if there is only a minor breach of the contract, in particular in the event of a minor non-compliance (defectiveness) of the Goods with the contract, the Recipient is not entitled to withdraw from the contract.

8. The supplier is liable under the warranty if a physical defect of the goods is found within 12 months from the date of the contract.

X. CONFIDENTIALITY

1. The Recipient is obliged not to disseminate, disclose or use for his own purposes information constituting the Supplier's business secret within the meaning of Art. 11 sec. 2 of the Act of April 16, 1993 on Combating Unfair Competition - taken in connection with the conducted commercial cooperation.

2. The Recipient shall not disseminate, disclose or use also such information that is not the Supplier's business secret, but the dissemination, disclosure or use of which could in any way damage the Supplier's reputation or otherwise harm the Supplier.

3. The recipient will make every effort to prevent publication or disclosure of any information constituting a trade secret specified above. The Supplier's protection specified in this Article XII shall be additionally and irrespective of the protection provided for in applicable law. In particular, the provisions of this Article XII are without prejudice to a rule of law or any contractual obligation granting wider protection.

XI. COPYRIGHT

1. All property rights protected by the Industrial Property Act and the Act on Copyright and Related Rights, in particular works protected by copyright, patents for inventions, utility models, trademarks, trade names, designations of origin, designations of origin, topographies of integrated circuits, rationalization projects, information on the correct use of inventions, other information and experiences of a technical nature, directly suitable for use in business and scientific activities, information of an organizational and other nature, made available to the Recipient by the Supplier as a result of sales, to which the provisions apply of these General Conditions of Sale are the property of the Supplier or the manufacturer of the goods. The property of the Supplier or the producer of the goods are the objects (carriers) on which the transferred data has been recorded, the Recipient has no right to use them for purposes other than the use of the purchased goods, he has no right to copy, duplicate or make them available to third parties. These documents do not transfer title or grant any license. Drawings and other documents owned by the Supplier shall be returned immediately upon the Supplier's request with any copies made of them.

2. The Recipient undertakes not to use for any other purposes, and not to make available or transfer to other entities any elements, information and technical documentation on the basis of which the Goods ordered by the Recipient were made.

3. In the event of a breach of any of the provisions of this Article XI or Article X, the Customer shall pay the Supplier a contractual penalty of 100% of the gross order value. Should the value of the damage exceed the value of the contractual penalty, the Supplier has the right to claim full compensation.

XII. FINAL PROVISIONS

1. The law applicable to contracts concluded between the Parties is exclusively Polish law. In matters not covered by the provisions of these Terms and Conditions, the provisions of the Civil Code shall apply accordingly. The application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on April 11, 1980 (CISG) is excluded.

2. The Recipient may assign (transfer) any claims he is entitled to against the Supplier only after obtaining prior, express consent in this regard expressed by the Supplier in writing or by e-mail.

3. Any changes to these Terms and Conditions must be made in writing to be valid.

4. Any changes, additional arrangements, suspensions or termination of these Terms and Conditions require the written consent of the Supplier.

5. The place of performance of contracts between the Parties is the City of Tychy.

6. Any disputes arising in connection with these Terms and contracts based on them will be settled by the courts competent for the seat of the Supplier.

General Conditions of Sale (GTS) LASKA Technika Przemysłowa Spółka z o.o. version valid from 02/11/2021

"LASKA"
TECHNIKA PRZEMYSŁOWA Sp. z o.o.
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PREZES Zarządu