

General Sale Conditions

§ 1 Subject of the General Sale Conditions

1. The subject of these General Sale Conditions is to establish the terms and conditions of cooperation between the Seller and the Buyer in the scope of professional trade of goods.
2. Each time these Conditions mention:
 - a) GSC – it means these “General Sale Conditions”;
 - b) Seller – it means “NOMET” Sp. z o.o. company with headquarters in Toruń, ul. Kanałowa 40/42, 87-100 Toruń, registered in the register of entrepreneurs of the National Court Register kept by the District Court in Toruń, 7th Economic Department of the National Court Register under the number KRS 22168, VAT number 8792136592, REGON statistical number 871196595;
 - c) Buyer – it means a natural person, legal person or an organisational unit without legal personality, that purchased products from the Seller in reference to the operated business;
 - d) Products – it means products and goods being in the Seller’s offer;
 - e) Force Majeure – means any event of extraordinary character, that the parties were unable to prevent and had no influence on, especially riots, fires, strikes, labour disputes, armed conflicts, martial law, natural disasters, unfavourable atmospheric conditions making it impossible to transport the product, any governmental ordinances or changes in legislation establishing production limitations or causing inability to produce and/or sell, acts of terrorism blocking the realization of the whole or part of the contract, unforeseen changes to the general economic, financial or political relations resulting in substantial imbalance of contract or financial stability.

§ 2 Scope of Application

1. These General Sale Conditions are in force in reference to all sale contracts concluded by and between the Seller and the Buyer, operating a business, unless an individual sales contract excluding these General Sale Conditions was concluded between them.
2. The GSC provisions may be changed only in a written form under the pain of nullity. Conclusion of a separate sales contract excludes the use of these General Sale Conditions only in the scope of provisions varying between them and the given sales contract.

§ 3 Products

1. The range of Products sold by the Seller can be found at the www.nomet.pl website and can be presented to the Buyer in the form of catalogues or on electronic data carriers.
2. The Seller is entitled to make changes to its Product range at any time. The above does not concern a product sale contract that was already concluded with a Buyer.
3. The Seller declares that the Products it sells:
 - were produced according to the norms in force at the Seller’s company,
 - are in a condition that makes it possible for the Buyer and third parties to use them according to their designation,
 - fulfil the qualitative and safety requirements established in the Polish norms and appropriate EU regulations.

§ 4 Sales Contract Conclusion

1. The Buyer makes an order by sending via fax or email an order including:
 - the name and code of the Product used by the Seller;

- quantity of ordered Products;
 - suggested delivery date and any comments;
 - precise delivery address.
2. Before making the first transaction the Buyer shall present the Seller with registration documents, that is KRS (National Court Registration) or a CEIDG certificate including a VAT number, company registration number or in case of a natural person a precise domicile address including a personal registration number (PESEL) and a list of persons entitled to make a statement of will on behalf of the Buyer.
 3. If the order is made by a legal person or an organisational unit without legal personality, the order should also include a physical person representing the Buyer in all current affairs resulting from or connected to the conclusion or performance of the sale contract, especially supplementation, limitation, expansion, amendment or any other modification of the order, product price negotiation and/or delivery terms negotiation, making complaints, signing documents, including acceptance documents and signing VAT invoices. In respect of the above, if there are no other written restrictions in the content of the order, it is deemed that the person specified in the order is authorised to act on behalf and in favour of the Buyer in the above matters and/or connected to the conclusion or performance of the sale contract.
 4. Making an order in a form different from the one specified in point 1 does not produce legal effects. Making an order in the specified form is required each time for the conclusion of a sale contract. In case of change of particulars included in the order the Buyer is obliged to immediately provide an update.

§ 5 Order Performance Terms and Conditions

1. In case of full availability of Products in the Seller's warehouse the ordered goods shall be sent immediately.
2. If the products are not available the Seller shall immediately inform the Buyer about this and establishes an individual delivery date. In such case the Buyer may cancel its order.
3. If it is impossible to keep the standard delivery timeline the Seller shall inform the Buyer about this in the order confirmation, setting a new delivery date. In such case the Buyer may cancel its order if it does not accept the prolonged delivery date. Lack of order cancellation within 3 working days of the order confirmation receipt shall be deemed as acceptance of the new delivery date by the Buyer.
4. The standard delivery period may be shortened or extended at the request of the Buyer subject to the Seller's acceptance given in the order confirmation.
5. The Seller is not responsible for the breach of delivery date that occurred not by its fault.
6. The Seller undertakes to transport the Products in packing that secures them from damages.
7. Product packing shall be marked with NOMET Sp. z o.o. labels.
8. Unless otherwise expressly stated in the sale contract, both the obligation and any costs of unloading as well as the risk of loss or damage of the Products included in the order is at the risk of the Buyer from the moment of commencement of unloading at the place of delivery.
9. Each time after the acceptance of the Products into the warehouse the authorised representative of the Buyer shall confirm their acceptance on the delivery note (Wz) and the bill of lading presented by the Seller's carrier. The confirmation shall include the date of Products receipt, a company stamp and a legible signature of the accepting person.

10. It is established that for the purpose of delivery confirmation signing any person that delivers the Products to the Buyer is considered as the Seller's representative.

11. The Buyer may reserve in the order that it intends to collect the Products directly from the Seller's warehouse. In such case the risk of loss or damage of the Products included in the order passes to the Buyer at the moment of loading the Products. An authorised representative of the Buyer shall confirm the collection of the Products on a delivery note (Wz) after they are handed out from the Seller's warehouse.

12. If the Products are collected by the Buyer without any reservations it is deemed that the Products collected by the Buyer have no physical defects.

§ 6 Prices, Payment Terms and Conditions

1. The Seller's representative shall make available the price list of Products in the Seller's offer.

2. The Seller reserves the right to change the prices included in the price list at any moment, subject to the following point.

3. The Buyer should be notified about each change of prices. If the prices are changed after the Buyer made an order then it is entitled to cancel such order if it does not accept the change of prices. If the order is not cancelled within 3 working days of the receipt of information on the change of prices it shall be deemed as the acceptance of the new price list.

4. A VAT invoice is the settlement documentation between the parties. The payment period shall start on the date of VAT invoice issue.

5. If there is a need to correct the value or quantity of Products sold to the Buyer the Seller shall issue a proper corrective invoice.

6. The payment of the amount due to the Seller shall be made by the Buyer according to terms and conditions established by the parties and confirmed with a VAT invoice to the bank account of the Seller specified on the given VAT invoice.

7. Filing a complaint by the Buyer does not entitle it to withhold payment for the purchased Products.

8. The Seller reserves the right to withhold further deliveries to the Buyer in the period during which it is not fulfilling its contractual obligations.

9. In case of delays in payment the Seller is entitled to calculate statutory interests for delay from the amount unpaid in due time.

§ 7 Restriction of the Product Property Right

1. The Seller restricts the property right to Products being the subject of sale until the whole amount of the price is paid by the Buyer.

§8 Force Majeure

1. In case of occurrence of Force Majeure the parties shall be released from the obligations resulting from the contract and GSC during the period of such circumstances.

2. The party affected by the Force Majeure is not liable for the lack or delay of performance of the contract.

3. In the event of Force majeure the performance of the contract may be suspended in whole or in part. The party affected by the Force Majeure may also terminate the contract as its result without the right to compensation by the other party. The party affected by the Force majeure is obliged to immediately inform the other party about this via email or in

writing. The parties shall undertake cooperation in order to minimise the effects resulting from the occurrence of Force Majeure.

§ 9 The Warranty and Complaints

1. The Seller gives the Buyer a warranty for the Products for a period of one year from the date of purchase of the given Product.
2. The implied warranty of the Seller for defects is excluded.
3. Terms and conditions as well as the conduct in case of quality or quantity complaints concerning the Products is regulated by the Complaint Procedure attached to these General Sale Conditions. The Seller reserves that it shall only consider complaints made with the use of the complaint form found in attachment No. 1.

§ 10 Confidentiality Clause

1. The parties of the sale contract undertake to keep in confidence the terms and conditions of the contract, as well as all financial and trade information gained with its conclusion and performance that can be a company secret according to article 11 item 4 of the act of 16 April 1993 on countering unfair competition (J/L 2003 No. 153 item 1503).
2. The parties are liable for disclosure of the information specified in the above point by persons employed or otherwise cooperating with any party as for such party's own actions.
3. Disclosure by the Seller of the knowledge included in this confidentiality clause to its affiliates or dominating companies is not a breach of this obligation.
4. Passing the information subject to confidentiality clause to legal consultants, auditors of the parties and authorities which are entitled to receive such information according to the general legal regulations in force is not considered as a breach of this obligation.

§ 11 Appropriate Court

1. Any disputes resulting from the sale contract between the parties shall be settled by the court proper for the headquarters of the Seller.

§ 12 Final Provisions

1. If any of the provisions of the General Sale Conditions are considered for any reason invalid, prohibited or impossible to perform, such provision shall be ineffective to such extent as it is invalid, prohibited or impossible to perform, and shall neither influence the validity of any other provisions of the General Sale Conditions nor influence the validity or performance of this provision in any other jurisdiction. The questioned or invalidated provisions shall be replaced with general legal regulations in force.
2. The Seller may transfer all its rights resulting from the concluded Product sale contract to a third party.
3. In cases not regulated by the General Sales Conditions the Polish Civil Code provisions shall apply.
4. Placing an order to the Buyer by the Seller is equivalent to the acceptance of the General Sale Conditions.
5. The General Sale Conditions are valid as of 1 January 2015.