 ADAMET • NIEMET <small>METALE NIEŻELAZNE</small>	Effective from: 04.03.2020	Version: 12
GENERAL TERMS AND CONDITIONS OF SALE		

Definitions:

Ordering Party/Buyer – a natural person, a legal person, an organizational unit without legal personality, placing an order with Adamet-Niemet Sp. z o.o.

Organization/Seller – Adamet-Niemet Sp. z o.o., 110 Tajęcina, 36-002 Jasionka, NIP: 8133485414, REGON: 180186083


Order – means a Purchase Order; movables, services to be sold on the basis of an order to the Buyer.

General rules:

1. These General Terms and Conditions of Sale (hereinafter referred to as GTCS) define the rules for placing orders / concluding contracts of sale / delivery of goods whose seller is the Seller.
2. These GTCS constitute an integral part of all orders/agreements concluded by the Seller, including agreements concluded in the form of a written order, offered to the entity that makes the purchase.
3. These GTCS are available to the Buyer prior to placing an order/concluding an agreement in writing at the Seller's registered office and on its website [https://adamet.com.pl/Media/dytivbj2/General Terms of Sales-EN.pdf](https://adamet.com.pl/Media/dytivbj2/General%20Terms%20of%20Sales-EN.pdf).
4. These GTCS are a contractual regulation binding the parties in the scope of sale of goods/services. The Parties exclude the use of other standard forms of contract (general terms and conditions of the contract, terms of sale, model contracts, regulations, etc.) used or agreed by the Buyer.
5. The provisions contained in these GTCS may be amended only in writing under pain of nullity.

Order Confirmation:

1. The basis for the sale of goods by the Seller is the submission of an order in writing, i.e. by e-mail, fax, letter or in person, by the Ordering Party.
2. The order includes:
 - Specification of the Ordering Party's data (name, address, telephone number, fax number, e-mail, NIP or equivalent).
 - Type of ordered assortments.
 - The quantity (in kilograms or linear metres) of the ordered goods.
 - Indication of the offer number, if applicable.
 - Identification of the indicated product with a trade name or alphanumeric symbol from the offer.
 - Agreed net unit prices.
 - Payment terms.
 - Delivery date.
 - Place of delivery.
 - Delivery method.
3. The placed order is accepted for execution after it is confirmed in writing by the Seller. By the next working day, the Organization reserves the need for a written confirmation of accepting the order for processing. Written confirmation of the order means that the Seller has received the order and accepted it for execution. Placing an order by the Buyer does not bind the Seller, and the lack of his response does not mean tacit acceptance of the order.
4. An order may be placed only by persons authorized to represent the Ordering Party.

	Effective from: 04.03.2020	Version: 12
GENERAL TERMS AND CONDITIONS OF SALE		

5. Quantitative differences in the ordered goods may not exceed $\pm 10\%$ of the ordered quantity.
6. If the Ordering Party fails to pay the amount due for the goods previously delivered to him by the Seller, the delivery of the ordered goods will take place no later than within 5 working days from the date of payment of the receivables.
7. The organization does not take responsibility for delayed deliveries due to unpaid payments.
8. Overdue delivery of the goods, due to unpaid payments, does not release the Ordering Party from the collection of the goods, and the Ordering Party bears all costs related to the delay in collection.

Receipt of goods:


1. The Buyer undertakes to carefully and thoroughly examine the goods at the time of their receipt in terms of quantity, compliance with the technical specification specified in the contract and for any visible defects. The attached documentation of the goods is also checked. After the inspection of the goods, the document of its release (WZ) will be signed. Signing the release document is tantamount to stating that the indicated parameters are consistent with the contract and that there are no defects that could be detected with careful and thorough examination of the goods during receipt. The buyer cannot release himself from the obligations indicated in this paragraph and from the consequences of failure to comply with them, invoking the accepted practice of trading and collection.
2. If the goods were delivered by a courier company and the Ordering Party found that during transport there was a loss or damage to the material, it is obliged to take all actions necessary to determine the carrier's liability for this condition and to draw up a protocol for this circumstance, as well as immediately (i.e. within 3 working days at the latest) to report to the carrier and the Seller any objections in this regard by drawing up a non-compliance report. The seller reserves the right to inspect the reported damage at the place of delivery.

Price Payment:

1. The buyer is obliged to pay the amount due for the sale of goods within the time limit indicated in the invoice.
2. The date of payment is the date of crediting the payment to the Seller's bank account specified in the invoice or the date of payment in cash.
3. If the Buyer fails to make the payment within the specified period, the Seller is entitled to charge statutory interest for each day of delay, as well as to demand prepayment for the goods from the next orders already accepted for processing.
4. Failure to pay the amount due within the time limit specified in the invoice entitles the Seller to interrupt the delivery of goods and suspend the execution of already accepted orders. The Seller may make the execution of a new order placed by the Buyer who is in arrears with payments or pays invoices late conditional on the payment of an advance payment towards the new order of the Buyer.

Responsibility:

1. The Seller shall not be liable for any loss, damage or cost (direct or indirect) arising from the Buyer's claims for errors in delivery or delays, caused by the operation of the logistics operator or arising from force majeure reasons.
2. Delivery dates resulting from arrangements between the parties may change in the event of events for which the Seller is not responsible.

	Effective from: 04.03.2020	Version: 12
GENERAL TERMS AND CONDITIONS OF SALE		

3. If the Buyer extends the agreed delivery date or in the event of failure to accept the goods, the Seller has the right to charge the Buyer with transport costs and storage costs in the amount of 0.1% of the sales value for each day of storage.
4. The Seller reserves the right of ownership of the sold goods, which has the effect that the Seller is the owner of the goods until the full payment for the collected goods and other receivables resulting from the sales agreement is made, regardless of the place of storage or installation in other items.
5. Any deviation from the application of these "General Terms and Conditions of Sale" by the Seller may take place only with the written consent of ADAMET-NIEMET.
6. The liability for damages of ADAMET-NIEMET is limited to the actual damage (with the complete exclusion of any indirect damages, including lost profits) and to the amount not exceeding the purchase price of the goods by the Buyer on the basis of these Terms and Conditions of Sale.
7. All offered availability dates for the Goods are optimal dates developed on the basis of assurances from our various suppliers. ADAMET-NIEMET will make every effort to ensure that the availability of goods and services is on schedule, but is not responsible for delays that are beyond the control of the Seller (including force majeure) and for losses resulting from such delays.
8. In the event of accepting the complaint, ADAMET-NIEMET reserves liability only up to the value of the goods included in the original invoice for the Buyer.
9. Overdue deliveries of goods due to unpaid payments do not release the Client from the collection of goods and the costs associated with the delay in the execution of the order.
10. If the Seller's inability to perform the performance occurred as a result of force majeure, the Buyer is not entitled to any claim for redress of damage resulting from non-performance or untimely performance of the contract. The concept of force majeure should be understood as an event that could not have been foreseen with the exercise of diligence required in commercial relations, which is external to the seller and which he could not have opposed by acting with due diligence. Force majeure events include in particular: general strike, internal fights in the country or abroad, blockade of border crossings, ports or other commonly used entry or exit points, export or import bans, earthquakes, floods, epidemics and other events of elementary forces of nature, which the Seller could not overcome, and which the Seller could not foresee and could not foresee.

Defects in the goods:

1. The Buyer is obliged to notify the Seller of defects that cannot be detected despite a very careful examination upon receipt, in writing, immediately (no later than within 3 days) after their discovery, under pain of losing the rights under the warranty and formulating any demands against the Seller.
2. Notification of a defect in the goods must be submitted in writing with confirmation of receipt in order to be valid, and the Buyer undertakes to make the defective goods available in the delivery condition for inspection by the Seller at any request. If the goods have been processed, the Seller's liability for defects in the goods expires. In his complaint, the Buyer is obliged, under pain of rejection and rejection of the complaint, to provide all parameters of the goods, circumstances of purchase, transport, storage, production, processing of the goods, and at each request of the Seller also other documents, photos and information necessary to consider the complaint. Refusal to provide additional explanations or supplement the necessary documents will be tantamount to withdrawal of the complaint by the Buyer.
3. Within 3 days, ADAMET-NIEMET will confirm in writing that the complaint has been accepted for consideration.
4. Any complaints will be considered within 14 days from the moment of written confirmation of receipt of the complaint for consideration.

GENERAL TERMS AND CONDITIONS OF SALE

5. If, in the opinion of the Seller, in order to determine the defects, it is necessary to carry out a technical expertise by a jointly approved research institution, the Seller will take a position on the defectiveness of the goods after obtaining the appropriate expert opinion, after consultation with the manufacturer. For the validity of the complaint and for the complaint to be taken with the manufacturer, this expert opinion must be provided at the Buyer's expense. The Seller reserves the right to make his own expert opinion if the results of the expert opinion provided by the Buyer raise doubts between the Buyer and the manufacturer.
6. The complaint will be accepted in writing under pain of invalidity, after the inspection of the complained batch of goods by the Seller, or after conducting an expert opinion. If the complaint is accepted, the Seller undertakes to replace the defective goods at its own expense with those free of defects within the time agreed by the parties. If the exchange of the goods is impossible or involves the need to incur additional expenses by the Seller, the Seller has the right to refuse to exchange the goods and return the appropriate part of the price to the Buyer.
7. The Seller is exempt from liability under the warranty and improper performance of the contract in the event that the defects of the goods are caused by improper storage or internal transport at the Buyer or his business partner.
8. The buyer may not invoke defects of the goods in the case of using an improper technological process, improper selection of material and its purchase in relation to the requirements of the processes and technical documentation.
9. The seller's liability under the warranty is also excluded if the Buyer repaired the goods without the written consent of the Seller, as well as before the inspection and consideration of the complaint, he sold, modified himself or at his business partner, part or all of the purchased goods, having knowledge of their deficiencies, damage or improper parameters.
10. The seller does not ensure the suitability of the goods for a particular use. The risk of intended use and use of the goods covered by the contract lies solely with the Buyer. Any information provided in this regard by the Seller is a courtesy and cannot be treated as the basis for specific use.
11. The seller is not responsible for the so-called defects hidden in the sold goods.
12. The rights under the warranty expire after six months from the date of delivery of the goods.
13. Initiation of the complaint procedure does not release the Buyer from the obligation to pay the price for the delivered goods.

Final provisions:

1. Only the provisions of Polish law apply to the agreement.
2. Matters not regulated herein shall be governed by the provisions of the Civil Code.
3. The declaration of invalidity of individual provisions shall not affect the validity of the remaining provisions of these GTCS.
4. The parties shall seek to amicably resolve any disputes arising in connection with the performance of the agreements covered by these terms and conditions. In the event of inability to settle the matter amicably, the competent court for the place of the Seller's registered office will be competent to settle the dispute.

The list shall enter into force on the effective date.

City, date
Tajęcina, 04.03.2020

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(signature)

