1. General

These General Terms and Conditions of Sale, hereinafter referred to as “OTCS”, shall apply to all and any contracts for the sale of goods and services by Schoeller Allibert Sp. z o.o. with its registered office in Zabrze, hereinafter referred to as “Seller”.

2. The Parties may withdraw from the application of these OTCS entirely or partially in the case of each previously or newly concluded contract in which such a contract is concluded, the relevant provisions of the OTCS shall be deemed to be subject to the contract (in particular, § 15 "Miscellaneous").

3. The Seller pursues its business objectives by concluding contracts for the sale of goods with other entities, hereinafter referred to as “Buyers”.

4. The Buyer, prior to placing an order, shall deliver copies of registration documents confirming the Buyer’s status as an entrepreneur or another business entity running business activity to demonstrate capacity to enter into a contract, together with a copy of the business register or an extract from the National Court Register (KRS), a copy of the VAT identification number, and a copy of the uniqueness identification code by which the parties mean the status of the Seller and the Buyer, and in accordance with the annexed table confirming the number of the statistical regional RUT number.

5. The Buyer, by placing an order, accepts these OTCS.

2. Orders

1. The Buyer shall be obliged to deliver to the Seller an order for goods in writing under pain of invalidity. The condition is fulfilled if the order is sent by the Buyer to the Seller, is in the form of an electronic document sent directly to the Seller’s email address. The order may contain the following: the specification of the goods in writing, price, conditions of delivery and payment, delivery time, place, and any other conditions agreed by the parties.

2. The Seller sends an order confirmation as a letter, email or fax within 24 days from the date of the order (unless the Parties agree otherwise in writing).

3. The Buyer, no later than within 24 days from the date of delivery according to the order placed by the Buyer and such modifications shall be stated in the order confirmation. No response from the Buyer within 24 hours from the date of delivery of the order in the meaning of these GTCS is considered as the Buyer’s acceptance of the new conditions of the order specified by the Seller.

4. The Buyer, after receiving the order, may change it in writing under pain of invalidity. The condition is deemed fulfilled if the Buyer signs or affirms the changes in writing or sends the order via a forwarding company with which the Seller regularly cooperates, and makes it available to the Buyer.

5. The Buyer, by placing an order, accepts these OTCS.

3. Pricelist and prices

1. The prices of goods and services shall be agreed by the Seller. The "Pricelist" shall be provided as an appendix to these OTCS.

2. Any matters referred to court likely to arise under agreements concluded by the Seller shall be resolved in the courts of the Seller’s registered office, unless the Parties agreed otherwise in writing.

3. The Buyer acknowledges that the materials and information referred to in the contract and in the Seller’s price list, including any cost estimates, software, drawings, specifications and other information must not be used without the Seller’s written consent and the Buyer is liable for any damages, including consequential damages, which may arise.

4. The Buyer shall be liable for all costs, damages, contribution to damage (including consequential damage) suffered as a result of the use or improper use of the materials and information referred to in the contract, including any cost estimates.

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8. The Buyer shall be liable for all costs, damages, contribution to damage (including consequential damage) suffered as a result of the use or improper use of the materials and information referred to in the contract, including any cost estimates.

9. The Buyer is obliged to provide any information to the Seller concerning the sale of the goods, unless the Seller agrees otherwise in writing.

10. In the event of sales with deferred payment date, the Seller has the right to change the due date with a demand to pay the entire amount owed on the due date or in the period specified by the Parties in writing under pain of invalidity to the Seller.

11. Industrial property right

1. Any disputes likely to arise between the Parties in connection with the implementation of the agreement the wording of which is formulated in agreement with the Seller’s registered office or will be sent by email on every day of the week within 24 hours from the date of delivery of the goods to the Buyer, the place where the goods are manufactured or of the goods the property title of which belongs to the Seller with due care and in accordance with the terms and conditions and which has been duly marked as Schoeller Allibert Sp. z o.o. property. Where the Buyer does not take the goods over the place where the goods are manufactured or of the goods the property title of which belongs to the Seller, the Seller shall also be authorised to withdraw from the fulfilment of the orders placed.

2. The Supplier is also instructed to issue the VAT invoice in the form of PLN, that will embrace all the costs incurred in the period of delivery in the VAT invoice is issued.

3. In case of delayed payment of the price, the Buyer is obliged to pay, without notice, interests in commercial transactions, unless the Seller and the Buyer agree otherwise in writing.

4. Any payments made by the Buyer on account of the price shall be applied to the settlement of the amount of this most overdue one, although payments may be identified.

5. The purpose of calculating Accounting Periods according to the account is fixed, as follows: a. the period from Monday preceding the last day of calendar month to the last day of calendar month, b. the period from the day following the last day of calendar month to the last day of the calendar month of the following year, c. the period from the day following the last day of calendar month to the last day of calendar month and b. the period from the day following the last day of calendar month to the last day of the calendar month of the following year. In such situation the VAT invoice is issued.

6. In the event that the price is paid by bank transfer or by transfer to a bank account.

7. In the event of sales with deferred payment date, the Supplier has the right to change the due date with a demand to pay the entire amount owed on the due date or in the period specified by the Parties in writing under pain of invalidity to the Seller.

8. The Buyer shall be liable for all costs, damages, contribution to damage (including consequential damage) suffered as a result of the use or improper use of the materials and information referred to in the contract, including any cost estimates.

9. The Buyer is obliged to provide any information to the Seller concerning the sale of the goods, unless the Seller agrees otherwise in writing.

10. In the event of sales with deferred payment date, the Supplier has the right to change the due date with a demand to pay the entire amount owed on the due date or in the period specified by the Parties in writing under pain of invalidity to the Seller.

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12. The Supplier shall be liable for all costs, damages, contribution to damage (including consequential damage) suffered as a result of the use or improper use of the materials and information referred to in the contract, including any cost estimates.

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