

GENERAL SALES CONDITIONS

1. These conditions shall apply unless otherwise agreed by the parties in writing.
2. An offer for sale shall, unless otherwise stated therein, remain valid for acceptance within eight (8) days from the date of the offer.
3. The Seller's acknowledgement of order shall in all respects be regarded as approved by the Purchaser unless the Purchaser notifies the Seller to the contrary without delay.
4. Specification of the quantity purchased shall be provided by the Purchaser within the time specified in the purchasing agreement. If such specification has not reached the Seller within the time agreed, the Seller shall have the right either to cancel the purchasing agreement relating to the unspecified quantity and to receive compensation from the Purchaser for the cancellation costs or to complete specification of the purchase, no later than 14 days prior to delivery, based on the supply of goods of the Seller's standard type.
5. The Seller is entitled to supply up to 10% more or less than the goods specified by the Purchaser. If the goods are to be delivered in separate batches, each such batch shall be regarded as having been specified separately.
6. In the event of the Purchaser providing metal raw materials for manufacture, the Seller shall have the right to use these raw materials for his current production. The Seller shall then be obliged to make available the same quantity and quality of raw materials for the manufacture of the goods ordered by the Purchaser in sufficient time to ensure that delivery is not delayed thereby.
7. Transport paid for by the Seller shall be undertaken by the Seller's nominated carrier.
8. Delivery shall be regarded as having been made in good time if the goods have been despatched from the Seller's works or stores to the agreed destination by the delivery date agreed. In the event of delivery being delayed for reasons for which the Seller is responsible, the Purchaser shall have the right to terminate the agreement in relation to quantities not yet delivered provided that the agreed delivery time has been appreciably exceeded. If delivery is late due to delay on the part of the Purchaser in taking the measures necessary to enable the agreement to be fulfilled, the Seller has the right to extend delivery time to a reasonable extent. If the delay is serious, the Seller has the right to cancel the agreement in whole or in part and to receive compensation from the Purchaser for the cancellation costs. The Seller assumes no liability for damages in the event of delay or non-delivery.
9. The following circumstances constitute grounds for release if they prevent fulfilment of the agreement or if they are unreasonably burdensome (force majeure): labour disputes and any other circumstances over which the parties have no control, such as fire, war, embargo, mobilisation or other comparable military call-up measures, requisition, confiscation, currency restrictions, riot and disorder, shortage of means of transport, general shortage, power supply reductions or delay or non-delivery on the part of subcontractors which are caused by such grounds for release. It is the responsibility of either party wishing to cite the above mentioned grounds for release to inform the other party without delay that such grounds have arisen and similarly when they cease to apply. The Seller has the right to cancel the agreement in relation to deliveries which are affected by force majeure by giving notification in writing to the Purchaser if fulfilment of the agreement is to be delayed by more than a month due to force majeure. If the Purchaser suffers force majeure, he is to compensate the Seller for costs incurred by the Seller in storing, securing and protecting the goods.
10. Complaints on the grounds of faults or deficiencies in goods supplied shall be made in writing immediately the fault or deficiency has been, or should have been, noticed and in any case not later than 3 months after delivery. If such a complaint is made at a later date, the Purchaser will have lost his right to claim on the grounds of faults or deficiencies in the goods. Any such claim shall include a description of how the fault is exhibited. Goods that form the subject of a claim shall be returned to the Seller if the Seller so desires. Justified complaints do not imply any liability on the part of the Seller beyond either supplying approved goods in lieu within a reasonable time, or alternatively if the Seller so chooses, refunding the purchase price. If the Purchaser makes a claim and there proves to be no fault for which the Seller is responsible, the Seller is entitled to compensation for the work involved and the costs incurred as a result. Beyond this the Seller has no liability for faults or deficiencies in goods supplied. The seller's liability for recalls, related to defects in products delivered shall never exceed the maximum amount that the Seller may receive under its liability and products recall insurance. The seller can under no circumstances be liable for consequential loss or damages.
11. Packaging: . due to the construction of the spools, the use of cylindrical spools for machine unwinding is not recommended. There is a high risk of wire tangling and hence the inability to unwind it further from the spools. Not adapting the type of spools to the production process may be the reason for not accepting a complaint about the abovementioned defect.
12. The Seller has no liability for any damage that the goods may cause to property or effects when the goods are in the possession of the Purchaser or to products embodying the Seller's products, or for any damage to property or effects caused by these products due to the goods concerned. The Seller is in no case liable for any indirect damage such as a drop in production, lack of profitability or other consequential loss.
13. New or increased taxes, duties, insurance premiums, port dues or other similar charges which arise after the offer has been made or after agreement has been reached, and which affect the goods offered or sold, shall be paid by the Purchaser.
14. Packaging (reels, drums, pallets, pallet frames and spacers) are to be debited to the Purchaser, thus becoming the property of the Purchaser. Packaging returned free of charge and undamaged to the Seller's stores will be repurchased at the prices debited less a deposit and handling charge of 10% of the price of the packaging.
15. If, prior to delivery, reasonable grounds arise for the Seller to suspect the Purchaser's ability to pay, the Seller has the right to cancel the agreement unless the Purchaser volunteers to accept the goods against documented liquid funds or payment in advance, or the Purchaser provides other such security for payment as may be acceptable to the Seller.
16. Interest for untimely payments will be settled from the day following the expiration of the payment deadline in the amount of statutory interest for late payments in commercial transactions in force in Poland.
17. In the event of any legal proceedings between the Seller and the Purchaser, Polish law shall apply. Any dispute concerning the interpretation or application of the agreement shall be resolved by arbitration in accordance with the Polish arbitration law in force at the time when the action is brought. Notwithstanding this, the Seller has the right, in order to obtain payment of an overdue amount, of recourse to the court of law having jurisdiction over the Purchaser's place of domicile.

