

UNICO SP. Z O.O. SP. K. BASED IN LOMZA, POLAND

**I. DEFINITIONS:**

1. „GTD”, „Terms”- refer to general terms of Delivery
2. „Product” – refers to products which are produced or distributed by the seller based on the current trade offer, whose sale and delivery determine Buyer’s purchase order.
3. „Seller”– refers to UNICO SP. Z O.O. SP. K. based in Lomza, Poland
4. „Buyer” or „Buyer’s party” –refer to any local or foreign party (legal entity, organization not having legal entity or person) making a purchase of the Products from the Seller in connection with its business activity (GTD don’t apply within consumer trading)
5. „Party”, „Parties”- refer to the Seller, Buyer or both.
6. „Agreement” – agreement made between the Seller and the Buyer concerning the sale of Product, purchase order which is confirmed by the Seller and which shall be treated as binding agreement.
7. „Purchase order”-refers to the declaration made by the authorized party in the name of the Buyer to the Seller, containing a will of entering into a sale agreement or delivery (depending on the case).

**II. GENERAL PROVISIONS**

1. The General Terms of delivery regulate the terms of entering into the agreements of sale and/or delivery or rights and responsibilities of Parties of sale and /or delivery agreements of Seller’s products and are the integral part of the Agreement the moment the Agreement is signed or the Purchase order made by the Buyer is confirmed in writing by the Seller.
2. All changes, adjustments to the agreement or withdrawals from the GTD require written form under pain of nullity and have to be accepted by both Parties.
3. GTD are published on the Seller’s website [www.unico-poland.eu](http://www.unico-poland.eu), which is equivalent to making the GTD accessible to the Buyer before getting into the agreement. The Buyer is able to copy or download the GTD from the Seller’s website, keep it in files and display it.
4. The GTD is to be treated as the expression of disagreement against the terms provided by the Buyer.

**III. INFORMATION ABOUT PRODUCTS AND PRICES**

1. All technical information about products in the sales offer made by the Seller, coming from the catalogues, pamphlets and any other marketing materials are rough estimates and only are valid to the extent in which they are accepted in writing by the Seller. All materials binding both Parties shall be annexed to the Agreement and become its integral part.
2. Catalogue materials, schemes and drawings that are attached to the offer might change unless they are marked as valid and binding. All materials binding both Parties are a part of the Agreement and become its integral part.

3. The seller is obligated to deliver the products in accordance with the terms of the agreement and is not responsible for the products that are not used according with their purpose.

4. If not agreed otherwise, the payment terms set in the agreement are binding. Advance payment, if needed, determines the activation of the Agreement. In case there is a delay in the advance payment which exceeds 7 days, the Seller has the right to cancel the Agreement within the next 30 days.

5. In case there are any significant changes of the agreement from the Buyer's initiative, after the agreement is made (in particular: change of the product technical data sheet or its parts or terms of fulfillment of Agreement), the Seller has the right to present a new offer for the product to be delivered while at the same time indicating a 30 day time for its acceptance. In case the Buyer denies the acceptance of the new offer, the Seller has the right to withdraw from the Agreement within 30 days, calculated from the last day when such and acceptance by the Buyer could have been made. In such case, the Seller has the right to charge fines for the withdrawal from the agreement for reasons caused by the Buyer.

6. Prices provided in the price list or in the sales offer are the net prices and do not include any taxes.

7. If the prices are presented in a foreign currency-unless Parties agree otherwise-the Buyer wanting to make payment in PLN will need to recalculate the full price due, based on the foreign exchange rate at Alior Bank, effective the day the payment is to be made. The final settlement of the price and any differences that might arise while the Agreement is in place, will be done together with the last payment due (the date of this payment will be the final moment that the value of the Product is set).

#### **IV. ENTERING INTO THE AGREEMENT**

1. Placing of an order by the Buyer does not bind the Seller. Lack of a response from the Seller's side will not be considered as tactic acceptance of the Purchase order.

2. Before placing his first purchase order, the Buyer should provide the Seller with the identification information: address, VAT number, any other number required in their country which proves the company is registered, address and registration number where the Buyer has been registered.

3. The purchase order needs to contain the following information:

a. Name of the Buyer/Company Name, address and correct delivery address in case the delivery address differs from the company address of the Buyer,

b. detailed information about the products to be purchased (in terms of quality, quantity, price, etc.)

#### **V. TERMS OF DELIVERY**

1. All products that are part of the agreement may only be released to the Buyer or the Buyer's representative who has the written and signed authorization issued by the authorized person to collect the goods.

2. If the product or its parts are delivered in returnable packaging, the Buyer is obligated to return them within the term indicated in the confirmation of the Purchase order. In case the packaging is

not returned by that time, the Seller will issue an invoice to the Buyer for the value equivalent to the packaging.

3. The risk of product loss or its damage is passed to the Buyer the moment the Product is unloaded in the location indicated by the Buyer. It does not apply to defects or damages caused by the improper actions of the Seller's employees or actions by outside carrier.

4. In case the goods are collected by the Buyer and their own carrier, the risk of product loss or its damage is passed on to the Buyer the moment the goods are loaded. The Buyer guarantees the packaging to be kept clean and the technical condition of the transport to be in accordance with the norms regulating transport of goods for the products being subject of the order, and the Seller is dismissed from the responsibility for any damages arising due to not meeting these conditions.

5. Fulfillment of the delivery date is dependent on the receipt of the completed documentation by Seller from the Buyer in due time-signed Agreement including all of the attachments as well as explanations and approvals in project's time due and to keep the agreed terms of payment and other obligations of the Buyer.

6. Declaration of Conformity or other documents confirming the quality of the product is included with the delivery. The Seller is responsible for the included documents to provide the quality of the products being delivered. Included means that the documents will be added with the product or delivered to the Buyer in another way (e.g. e-mail).

7. Delivery time shall be deemed to have been met if the delivery of the product has arrived at the place specified in the Agreement before the delivery date agreed on. If the delivery is delayed for reasons for which the Buyer is responsible, then sending the notice of readiness of the goods to be dispatched or collected prior to the agreed on delivery date, will be considered that the delivery date has been met.

8. If there is a delay of collection or dispatch of the goods of more than 30 days, for reasons for which the Buyer is responsible, the Seller can freely dispose the goods and the Buyer has no right to file a claim on account of late or no delivery. The Seller has the right to charge the Buyer with the costs of storage of the product or the cost of returning the product to the manufacturer as well as possible insurance costs. Unless agreed otherwise, the value of the charge is equal to 0,5 % of the value of the product for each day stored. The Seller is also entitled to withdraw from the agreement by submitting an appropriate statement within 6 months from the agreed delivery date.

9. In case there is an obstacle which makes it difficult for the Seller to fulfill his obligations or his sub-suppliers to fulfill their obligations, and when such obstacles could not have been prevented with the exercise of due diligence (e.g. delays in the supply of important production materials or semi-finished products or delays in obtaining relevant services), the agreed on delivery terms will be postponed accordingly. If the Seller was unable to deliver the goods due to aroused obstacles, he can withdraw from the Agreement within 30 days from the date such obstacle aroused. The same right applies to the Buyer if he doesn't agree for the product to be collected or delivered on the postponed date, however he needs to provide the Seller with the appropriate statement within 30 days from receiving such information from the Seller. The seller will also not be liable for any difficulties arising due to strikes and lockouts.

10. In the event the Buyer suffers any damages due to the delay of the delivery, the Buyer shall be entitled to receive a damage payment of 0,1% net value of the order for each full week of the delay, but not more than 5%.

## **VII. COLLECTION OF GOODS AND CLAIM PROCEDURE**

1. The buyer is obligated to immediately check the quantity and quality of the received goods and the packaging of the goods. If any damages of the product itself or of the packaging are noticed, the Buyer is obligated to make appropriate annotation in the transport documents or they will lose the possibility to invoke it against the Seller.
2. The Buyer is obligated to file a claim regarding the quantity of the good to the Seller in writing not later than within 5 work days from the date the Product was received and regarding the hidden defects, within 5 days such defect is noticed. Documents proving such defect should be a part of such claim, or the Buyer will lose rights to warranty claims.
3. The Seller will inform the Buyer how the claim shall be settled within 20 work days from the date the claim is received, whereby the Seller shall be entitled at his discretion, to exchange the defected product and its parts with the defect-free ones.

## **IX. PAYMENT TERMS**

1. Unless agreed otherwise, the Buyer is obligated to make a full payment within 14 days from the date of the invoice, for the product bought.
2. The day that payment of the amount due on the invoice is credited to Sellers account, shall be considered to be the payment date. If payment for the ordered product is made before the product has been collected, such payment is considered as advance payment, which upon collection of the goods is credited towards the outstanding debts.
3. If payment terms are not met, the contractual interest shall be charged at the rate equal to four times the loan office loan rate at the National Bank of Poland.
4. The Buyer has no right to withhold the payment or make payment deductions without Seller's written consent.
5. In case of payment arrears going beyond the agreed payment due date, the Seller has the right to suspend the shipping of the good (including shipping related to other purchase orders and/or agreements), until the arrears are settled by the Buyer. While such arrears are unsettled, the Seller has the right to suspend other services resulting from the Agreements made with the Buyer until the payment is made (e.g. execution of warranty claims). In the event of delay in payment exceeding 30 days, Seller shall be entitled to cancel all purchase orders (and/or withdraw from the Agreements) made by the Buyer-issuing the appropriate statement within the next 10 days.
6. In the event of Seller's withdrawal from the agreement for the reasons related to the Buyer, the Buyer will be obligated to pay the damages in the amount of 50% of the net value set in the Agreement.
7. In the event of Seller's withdrawal from the Agreement for reasons related to the Seller, the Buyer will have the right to charge Seller damages in the amount of up to 5% of the net value set in the Agreement.

8. The amount of fines results from the special nature of the Agreement-products are intended and designed for the specific Buyer and the sale of the product to other parties is difficult or practically impossible.

#### **IX. FORCE MAJEURE**

1. In the event of „force majeure”, Seller has the right to change previously confirmed delivery date and purchase order fulfillment date and also has the right to withdraw from the Sale agreement of the product which he accepted and agreed to fulfill.

2. „Force Majeure” means all events that cannot be prevented while the Agreement is made and which are beyond the control of either party, in particular: war, domestic riots, flood, fire, earthquakes and other natural disasters, government restrictions or limitations or any other acts of governmental or self-governmental authorities, general and industrial strikes as well as failures, traffic accidents or product unavailability or unavailability of its parts.

3. Party which is unable to perform the agreement due to the force majeure is obligated to immediately notify the other party, not later than within 7 days of such event and provide reliable proofs.

4. In the event the force majeure lasts more than 30 days, both parties shall enter into negotiations in good faith to agree on a solution which will be satisfying for both of them.

#### **X. FINAL PROVISIONS**

1. The change of the agreement may only be made in writing or will be considered invalid.

2. Assignment of the rights under the Agreement or purchase order placed by the Buyer is only allowed with the Seller’s prior acceptance.

3. The Seller has the rights to claim damages on general terms even if there are reserved contractual damages.

4. In case of legal invalidity of certain provisions of GTD due to change of legal regulations, other provisions continue to be valid. In accordance with this salvatory clause, in case that any of the provisions of this GTD proves to be invalid, both parties agree to enter into negotiations which will amend that section of GTD.

5. If there are any matters that are not addressed by this GTD, the relevant provisions of the Civil Law shall apply.

6. All possible disputes arising between the Parties shall be settled amicably at first. Should no settlement of disputes or such difference of opinion be made amicably, then the disputes shall be settled by the Court appropriate to the Seller’s registration location.

7. The law which is appropriate for the Agreement is the law of the country where the Seller is registered.