

THE GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY (GTCS D)

I. The Scope of Application

1. These General Terms and Conditions of Sales and Delivery apply to the sales and delivery of the Goods manufactured and Services provided by the Seller, excluding any general terms and conditions of purchases/delivery of the Buyer even if their application has not been explicitly excluded. Any tacit or implied acceptance of the general terms and conditions of purchases of the Buyer is excluded.
2. These General Terms and Conditions of Sales and Delivery, hereinafter referred to also as "GTCS D", constitute an integral part of all sales agreements and delivery agreements entered into by the companies "SKLEJKA-PISZ" PAGED Spółka Akcyjna and "Paged-Sklejka" S.A. with other business enterprises, including order confirmations or pro forma invoices issued by the Seller, with the proviso that if the Parties have agreed their rights and obligations in the form of a separate and written agreement (hereinafter referred to as "the Agreement"), the provisions of such an Agreement will prevail, and the provisions of these GTCS D will apply only to matters not settled in the Agreement.
3. Placing an order, accepting a pro forma invoice or initiating the performance of the Agreement, the Buyer simultaneously confirms its familiarity with these GTCS D. If the Buyer remains in permanent business relations with the companies "SKLEJKA-PISZ" PAGED Spółka Akcyjna or "Paged-Sklejka" S.A. the Buyer's acceptance of these GTCS D in connection with one particular order will be deemed as their acceptance in the case of all other orders and sales or delivery agreements.
4. The companies "SKLEJKA-PISZ" PAGED Spółka Akcyjna and "Paged-Sklejka" S.A. reserve the right to amend these GTCS D.
5. All amendments introduced in these GTCS D will be regarded as confirmed if the Buyer fails to submit a written objection within 7 days from receiving the amended GTCS D or the placement of the GTCS D on the website www.pagedsklejka.pl.
6. All departures from the provisions of the GTCS D will be effective and binding only if they have been agreed between the Parties in writing with a specification of the provisions of the GTCS D which do not apply in the case of a given Agreement.

II. Definitions

1. Seller – the companies "SKLEJKA-PISZ" PAGED Spółka Akcyjna or "Paged-Sklejka" S.A.
2. Buyer – an entity that is not a consumer within the meaning of Article 22¹ of the Civil Code, that has placed an order or has entered into an Agreement for the delivery of the Goods manufactured by the Seller.
3. Goods – plywood products and other elements manufactured by the Seller or included in the Seller's business offer.
4. Services – services related to the formatting, processing, or veneering as well as other services provided by the Seller or included in the Seller's business offer.
5. Order – a declaration addressed to the Seller, made by a person authorized to represent the Buyer, and expressing the Buyer's intention to enter into an Agreement.
6. Order Confirmation – a written document confirming that the Seller has accepted the Buyer's order for fulfillment.
7. Pro forma invoice – a proposal of a final invoice issued by the Seller; a pro forma invoice is not an accounting document. A pro forma invoice is accepted when the Buyer makes a related payment.
8. General Terms and Conditions of Sales and Delivery or GTCS D – the terms and conditions applicable to the placement of orders as well as the sales and delivery of the Goods manufactured and Services provided by the Seller. Should any provision of the GTCS D be contrary to the provisions of the Agreement, the provisions of the Agreement will prevail.
9. Agreement – an agreement for the sale or delivery of the Goods entered into between the Parties, including the Seller's confirmation of accepting an order placed by the Buyer or the Buyer's acceptance of a pro forma invoice.
10. Trade credit – a gross amount including due VAT up to which the Goods may be delivered to the Buyer on account provided that the Buyer makes all due payment on an ongoing and timely basis.
11. Force Majeure – in particular: all circumstances, whether foreseeable at the time of entering into the Agreement or not, in consequence of which the fulfillment of the order by the Seller is impossible, problematic or disproportionately expensive to such a degree that the Seller cannot be required to perform the Agreement; strikes, the lack of delivery or provision of products, materials or services which are indispensable for the Seller to fulfil the Buyer's order; wars, natural disasters, or other similar events.

III. Orders, Prices, and Terms of Payment

1. A condition for entering into the Agreement is the Buyer's placing a written (including by fax, email, b2b) or oral Order and the Seller's confirming the acceptance of such an Order.
2. The Agreement is entered into on the date on which the Seller confirms the acceptance of the Buyer's order.
3. If the Seller fails to confirm immediately the Order placed by the Buyer with whom the Seller has permanent business relations, it does not mean that the Seller has accepted such an Order.
4. All prices are quoted on a net basis, exclusive of VAT, and should be understood jointly with the terms and conditions of delivery specified in the order confirmation and the invoice (in particular a relevant INCOTERMS 2010 clause). If the agreed price includes the delivery of the Goods to the Buyer, the price does not include unloading operations or any other additional services and actions. If the Agreement is entered into without the settlement of the issue of prices, the net price effective on the date of delivery (exclusive of the cost of delivering the Goods to the Buyer) will apply.
5. The Seller may grant the Buyer a trade credit. A decision concerning the granting of a trade credit may be changed or withdrawn at any time. In the event of withdrawing the decision concerning the granting of a trade credit, the Buyer will be obliged to pay for the previously delivered Goods by the deadline specified in the invoice.
6. The date of payment will be the date on which the Seller's bank account specified in the VAT invoice is credited with the amount corresponding to the price of the ordered Goods together with possible additional due amounts.
7. The Seller may make the delivery of the Goods dependent on the Buyer's prior prepayment for the ordered Goods if such an option results from the content of the Order Confirmation.
8. If the Buyer fails to meet a payment deadline, the Seller may refrain from performing another delivery or service until all outstanding amounts (together with possible additional due amounts) have been paid or demand adequate security for payment. If such a demand is rejected or is not met or such security is not provided, the Seller may withdraw from the Agreement within 7 days without any obligation to pay the Buyer any damages. Furthermore, in such a situation, the Buyer loses the right to all granted discounts, rebates, bonuses, turnover-based incentives, etc. the Buyer's liabilities become immediately payable, and the Seller is authorized to change the terms and conditions of delivery with respect to transport costs.
9. In the event of the Buyer's delay in payment for the delivered or ordered Goods, the Seller is authorized to demand the payment of interest in the double amount of statutory interest for late payment.
10. If after the Parties' entering into the Agreement for the sale or delivery of the Goods there occur justifiable doubts concerning the Buyer's solvency or creditworthiness, or if such a fact (existing at the time of entering into the Agreement) is revealed later, the Seller may refrain from performing another delivery or service until all outstanding amounts (together with possible additional amounts such as interest) have been paid or demand adequate payment security, and the Buyer's all liabilities become immediately payable. If such a demand for payment is rejected or is not met or such security is not provided, the Seller may withdraw from the Agreement within 7 days without any obligation to pay the Buyer any damages.

IV. Ownership Reservation

1. The title to the Goods transfers to the Buyer at the time of paying the whole price for the ordered Goods together with possible additional amounts (such as interest, costs). The reservation of ownership for the benefit of the Seller remains effective also if the Goods are combined with other things and in the case of the processing or transformation of the Goods covered by ownership reservation.
2. The Goods whose title is held by the Seller should be marked visibly by the Buyer (in particular by means of adequate stickers, plates, markings in the Buyer's account books) as the property of the Seller. All costs related to the aforementioned requirements are to be borne by the Buyer.
3. The Buyer is not authorized to encumber the Goods constituting the property of the Seller with any rights.
4. The Buyer authorizes the Seller to conduct an inspection of the Buyer's compliance with the ownership reservation provisions; this authorization cannot be subject to any restrictions on the part of the Buyer.

V. Delivery

1. The risk of accidental loss of or damage to the Goods transfers to the Buyer at the time of accepting the delivered Goods, unless the Parties have agreed on other conditions in accordance with INCOTERMS 2010.
2. The Buyer collects the Goods from the Seller's warehouse, unless the Parties have agreed otherwise.
3. Before accepting the Goods the Buyer is obliged to check whether the quantity of the Goods is consistent with shipping documents and the placed order. In the event of any missing quantity of the Goods or damage to the Goods occurring in transport, the Buyer and its forwarder will be required to submit relevant written declarations.
4. The quantity of the delivered Goods may differ from the ordered quantity by +/-3%, and in such a case a delivery will be regarded as consistent with the provisions of the Agreement, and the Buyer undertakes to accept the Goods and not to bring any claims based on the quantity of the Goods against the Seller.
5. The Seller indicates the date of delivery in the Order Confirmation.
6. The dates of delivery indicated in the Order Confirmation are for information purposes. The Seller will make efforts to fulfil its obligations by the agreed deadline. Any delay on the part of the Seller does not authorize the Buyer to claim damages or terminate / withdraw from the Agreement.
7. The Seller has the right to suspend the delivery of the Goods in the event of the Buyer's delays in the payment of an advance or a whole price of the Goods, or delays in payment for the previously delivered Goods.
8. Partial shipments are allowed, depending on the current status of the Seller's production capacities.
9. If the Goods are held in the Seller's warehouse for reasons attributable to the Buyer longer than 14 days from the date of planned delivery, the Buyer will be charged the additional Goods warehousing costs, i.e. in the amount of 0.1% of the net value of the Goods for each day, in the case of warehousing the Goods for a period from 15 to 30 days; in the amount of 0.2% of the net value of the Goods for each day in the case of warehousing the Goods for a period longer than 30 days.
10. The successful completion of delivery is confirmed by the signatures put by the authorized representatives of both Parties on a shipment document.

VI. Statutory warranty and commercial warranty

1. These regulations apply only to liability under the statutory warranty (and a commercial warranty if a quality warranty has been granted in a separate warranty document) for physical defects in the sold Goods.
2. The Seller grants the statutory warranty that the delivered Goods will be of the agreed quality. The Seller's responsibility for ensuring particular properties of the Goods is effective only if this is declared in a separate letter or email. Deviations resulting from manufacturing or material standards, or the technical sheets of particular products are not covered by the statutory warranty or the commercial warranty. All rights of the Buyer under the statutory warranty or the commercial warranty expire if the Goods undergo further processing connected with their installation or other technical actions.
3. The Seller is liable before the Buyer for the physical defects in the Goods exclusively if the Goods have defects decreasing their value or usability related to their intended purpose, which should be understood as deviations from a given product's manufacturing or material standards, or technical sheets to the extent that they have been reported by the Buyer before being used for other purposes (resale, processing, etc.).
4. Any complaints concerning the Goods may be submitted within 30 days from the date of delivering the Goods to the Buyer, exclusively by means of a dedicated customer complaint form which is available in the Seller's registered office and on its website at www.pagedsklejka.pl. Illegible or incomplete customer complaint forms will not be considered and will not have any legal consequences. Despite identifying defects and filing a complaint, the Buyer is obliged to accept the delivery of the Goods, unload them, and place them in a warehouse. The Buyer is obliged to prove that a defect existed already at the time of releasing the Goods.
5. In the event of a complaint resulting from damage to the Goods which has occurred during a delivery, the Seller requires that the bill of lading or the forwarder's report attached to the bill of lading contain information on all possible damage to the packaging. The lack of such information on the state of the packaging may constitute a reason for rejecting a complaint.
6. The Seller is not liable for any damage suffered by the Buyer in connection with defects identified in the Goods and the initiation of a complaint procedure with respect to the purchased Goods.
7. The Buyer has the right to choose the form of compensation under the statutory warranty after a complaint has been accepted. The Buyer may demand that the Goods be repaired or replaced, or that the price be reduced; the Buyer may also withdraw from the Agreement. The replacement of the defective Goods does not cover the removal of the defective Goods and the installation of the Goods free from defects; it covers only the delivery of the Goods free from defects.
8. Within 30 days from receiving a letter of complaint the Seller is obliged to respond to it. If a complaint is accepted, a relevant accounting document will be issued; if a complaint is rejected, the Seller will notify the Buyer of the reasons for such rejection. The Seller reserves the right to extend the deadline for reviewing a complaint if, for reasons not attributable to the Seller, the aforementioned deadline cannot be met, in particular if it becomes necessary to request an opinion of an independent expert or to obtain information from the manufacturer. If a complaint is found justified, the Seller, in accordance with the Buyer's demand included in the letter of complaint: will issue a correcting invoice for the returned Goods or will reduce their price by issuing a correcting invoice in minus.

9. The Seller will accept the returned Goods in the case of an accepted complaint; if a complaint has been rejected, the Seller will accept the returned Goods only on the basis of its prior written consent. If the returned Goods are the subject matter of a rejected complaint, the Buyer will bear all related costs.

10. If a complaint is not filed or is filed after the deadlines specified in the GTCS D, the Goods will be deemed as delivered and accepted in the agreed quantity and quality. In such circumstances, the rights under the statutory warranty, the right to receive compensation, and the right to decline responsibility for the legal consequences of a declaration of will made under the influence of a mistake are excluded.
11. The Parties exclude the application of Articles 556-581 of the Civil Code in the scope in which these GTCS D provide for otherwise.
12. The provisions of the GTCS D and the Civil Code concerning statutory warranties and commercial warranties do not apply to the Goods purchased by the Buyer within the scope of the Seller's bargain sale when the Goods are sold at prices lower than those specified in the valid price list. The fact of purchasing the Goods in the aforementioned circumstances is indicated in the Order Confirmation or the invoice.

VII. Limitation of Liability

1. The Seller is not liable for the non-performance or improper performance of its obligations if such non-performance or improper performance is caused by Force Majeure.
2. The Seller will notify the Buyer immediately of the occurrence of any obstacles in the performance of the Agreement.
3. Subject to the mandatory provisions of the law, the Parties exclude the Seller's liability for damage, with the exception of damage caused by the Seller's wilful misconduct or gross negligence.
4. In every case the Seller's liability to the Buyer is limited to the net value of the Goods constituting the subject matter of the Agreement.

VIII. Confidentiality

1. The Parties undertake to treat each other's commercial and technical information obtained in connection with their business relations in strict confidence and not to disclose it to any third parties.
2. All documents such as samples, drawings, plans, etc. which either Party gives to the other Party have to be treated with adequate attention and in confidence. Such documents may not be disclosed to any unauthorized persons or left unattended.

IX. Termination

1. Either Party may terminate the Agreement with a one month's notice period.
2. If the Buyer delays the acceptance of the Goods for longer than three months, the Seller is authorized to withdraw from the Agreement by fault of the Buyer with immediate effect and to demand that the Seller pay a contractual penalty in the amount equal to the net value of the Goods.
3. Should the Buyer breach any material provisions of the Agreement, in particular in the case of repeated delays in the payment for the subject matter of the Agreement, the Seller is authorized to terminate the Agreement with immediate effect.

X. Final Provisions

1. Without the Seller's prior written consent, the Buyer may not use the Seller's business name, trade marks or trade names. The Seller holds all copyrights and other industrial property rights related to the Goods manufactured by it.

2. Any assignment of the Rights under the Agreements to which these GTCSD apply requires the Seller's prior written consent.
3. The Agreements between the Parties to which these GTCSD apply are governed exclusively by the Polish law. Any disputes arising out of the Agreements between the Parties or in connection with such Agreements will be settled by the court of competent jurisdiction over the Seller's registered office.
4. All orders, confirmations, notifications, declarations, and changes to the Agreement have to be drawn up in writing or otherwise they will be null and void.
6. The place in which the Parties perform all their obligations under the Agreements between them is the Seller's registered office.
7. Should any provision of the GTCSD or the Agreement entered into between the Parties turn out to be unlawful, invalid or unenforceable, this does not cause the invalidity of the remaining provisions of the GTCSD or the Agreement. In such a case the Parties will be obliged to replace the invalid provision with a valid provision which will be the closest to the commercial objective of the invalid provision. The same rule will apply to the omissions of particular issues in the GTCSD.
8. Accepting the GTCSD, the Buyer gives its consent to have its personal data processed by the Seller and the entities contracted by the Seller in connection with the performance of the Agreement for the sale and delivery of the Goods. The Buyer holds all rights provided for in the Personal Data Protection Act of 29 August 1997 (the consolidated text: Journal of Laws of 2016, item 922, as amended), in particular the right of access to its own personal data.
9. Pursuant to the provisions of the Electronic Services Provision Act of 18 July 2002 (the consolidated text: Journal of Laws of 2017, item 1219, as amended), the Buyer gives its consent to the sending of commercial information and news, by the Seller (or another entity contracted by the Seller), to the Buyer's email address, in accordance with the rules specified in the provisions of the aforementioned Act.