

**General Sales Terms and Conditions of Metalbud Sp.z o.o.**  
**of 01.06.2017**

**§ 1. General provisions.**

1. These general sales terms and conditions, hereinafter referred to as GSTC, apply to concluding sales contracts for Goods offered by Metalbud Sp. z o.o. seated at Podlas 3, 96-200 Rawa Mazowiecka, hereinafter referred to as Metalbud, for the benefit of an entity, hereinafter referred to as the Buyer.
2. GSTC are applicable only and exclusively in case when sales terms and conditions are not regulated separately with the Buyer in writing. In case of a separate, individual regulation, GSTC will not apply to Metalbud-Buyer relation.
3. The General Sales Terms and Conditions are communicated to the Buyer through the website [www.metalbud.com](http://www.metalbud.com). Information about the applicability of GSTC to given sales is included in the offer or on the pro forma invoice or in the order confirmation. If the Buyer remains in permanent commercial relations with Metalbud, its familiarization with the general sales terms and conditions during the first order will be considered as their acceptance for any further orders, as long as their content has not been changed or their application has not been revoked.
4. If the Buyer does not submit any comments to the general sales terms and conditions, Metalbud deems them accepted.

**§ 2. Information about goods**

1. Any technical information concerning Goods, resulting from catalogs, prospectuses and other advertising materials presented by Metalbud, are approximate data and are binding only to the extent to which they will be accepted by both parties.
2. The Buyer acknowledges that in case of the offered Goods European standards and Polish standards are applicable.
3. Announcements, advertising and catalogs about goods offered by Metalbud are only for information.
4. Metalbud informs that employees and third parties acting on behalf of Metalbud, cooperating with Metalbud (e.g. Representative) do not have rights to incur obligations on behalf of Metalbud, unless they have a written authorization granted by the Management Board of Metalbud.
5. Metalbud has the right to change, at any time, the offer in order to correct obvious errors, in particular any writing errors and errors resulting from mathematic calculations.

### **§ 3. Orders and their execution.**

1. The sales contract is concluded on the basis of a written order acceptance, submitted by the Buyer.
2. Metalbud is obliged to deliver goods in accordance with the order of the Buyer and it will not be liable for its further application.
3. The sales offer submitted by Metalbud is binding upon Metalbud for the period of 14 days, unless a different term is specified.

### **§ 4 Prices and payments.**

1. All prices specified by Metalbud are net prices, namely they do not contain taxes and fees. In addition, purchase prices of Goods do not contain delivery, assembly or installation costs. These services are performed both by employees of Metalbud or third parties, to the order of Metalbud. Costs of these services are agreed separately between the Parties.
2. If there is a justified concern that the Buyer defaults on its contractual obligations, Metalbud will be entitled to withhold release of Goods and it them dependent upon prior payment of amounts due or presentation of respective guarantees or bonds.
3. Until the time of total payment, Goods will remain the property of Metalbud, they cannot be made available for use to third party, encumbered or pledged by the Buyer. In the event when Goods are processed or connected with other items, Metalbud will be deemed the owner of an item resulting from processing , connection, if there is no possibility to restore the previous condition or it involves destruction or loss of value of Goods.
4. The Buyer hereby states that it has tax identification number.

### **§ 5. Delivery, delivery date.**

1. Delivery dates are agreed each time by the Parties. Metalbud reserves the right to change delivery date in case of obstructions that are not caused through exclusive fault of Metalbud. Delivery date will be extended also by the duration of an obstacle arising from circumstances beyond the control of the parties, i.e. force majeure, in particular war, embargo, state of emergency, flood, fire. The party referring to the above circumstances will be obliged to provide immediately a written notification to the other Party of their arising or cessation under pain of losing claims on account of any resulting damage.
2. Goods in Metalbud are delivered EXW Podlas in accordance with INCOTERMS 2010, unless the Parties have agreed otherwise.
3. The Buyer is obliged to collect goods or service immediately, no later than within 7 days from being notified of their availability in Metalbud warehouses. In the event of delayed collection, the Buyer may be charged with warehousing costs.
4. In case of failure to collect goods within 30 days from the date of the Buyer's notification of the possibility of goods collection and despite another call of the Buyer to collect Goods within the fixed time,

Metalbud will be entitled to terminate the contract, retaining amounts paid for sales by the Buyer. Metalbud may request that the Buyer should pay any costs related to warehousing of Goods.

5. In the event when the Buyer opts for delivery of Goods by means of transport of Metalbud (or its carriers, forwarders), the following mutual regulations will be applicable:
  - a. delivery will be executed by transportation provided by Metalbud to the address indicated by the Buyer, against extra fee agreed at rates of carrier and forwarder along with handling costs of Metalbud. In the event when the Buyer states improper address, or it is not possible to execute delivery through the Buyer's fault, the Buyer may be charged with stoppage costs and with all costs related to delivery
  - b. the Buyer provides necessary means allowing efficient unloading of Goods. If it is not possible to conduct unloading in connection with no means enabling unloading, the Buyer is obliged to pay any costs related to lack of possibility to unload.
6. The delivery date will be deemed met by Metalbud when Metalbud makes goods available to the Buyer at an agreed place by the time agreed by the Parties. In the event when Metalbud/the Buyer is not able to meet the agreed date of delivery /collection of Goods, Metalbud/the Buyer should immediately inform the other Party, stating, at the same time, expected possible date of delivery/collection of Goods.
7. Upon issuing goods to the Buyer, benefits and encumbrances related to goods and the risk of accidental loss or damage of goods will be transferred to the Buyer. Release of goods is defined also as their transfer to a person authorized to collect goods, including a forwarder or carrier.
8. In case of no detailed arrangements, delivery will be executed at the expense of the Buyer and at the discretion of Metalbud - without any guarantee with respect to selection of the quickest and the cheapest goods shipping method.
9. Goods will be sent back only upon prior consultation with Metalbud. The sent back Goods must be adequately packed and protected against damage. In case of sending back without consultations or in case of improper packaging of Goods, Metalbud may charge the Buyer with costs.
10. Challenging quantity and/or quality of Goods does not entitle the Buyer to withhold payments for completed deliveries.

## **§ 6. General guarantee terms and conditions.**

1. The Buyer is obliged to control delivered goods in terms of quantity and quality with regard to non-hidden defects, immediately upon receipt. In case of defects observed, the Buyer is obliged to notify Metalbud thereof in writing (by fax or electronically) in order to agree on further procedure, no later than within 4 days from the delivery date. The Buyer is obliged to make available to Metalbud any challenged Goods for inspection and tests.
2. Guarantee rights expire after 12 months from the date of start-up of Goods and no later than 14 days months from the date of sale, unless individual arrangements have been made. The detailed guarantee terms and conditions are specified in the guarantee sheet provided to the Buyer by

Metalbud or the entity cooperating with Metalbud (e.g. Representative).

3. Metalbud may refuse a complaint when goods were used contrary to intended use or processed by the Buyer, and also in the event when the Buyer used them in a way inconsistent with the attached operating manual or made any repairs or reworks without a written consent of Metalbud.

### **§ 7. Liability for defects.**

1. Metalbud is liable only and exclusively within the limits of actually incurred damage and it is not liable for any lost benefits. Liability under warranty is excluded.
2. Metalbud is not liable for Goods used contrary to intended use and technical properties, in which damages arose as a result of third party errors in execution and design, and as a result of default on the principles of operation as specified in the operation and maintenance manual and information contained in catalogs of Metalbud.
3. Metalbud is not liable for any damage caused by the Device or as a result of its possession or use, in particular related to non-compliance with generally adopted safety regulations.
4. Metalbud is not liable for damages resulting from default or defective performance of the obligation, unless damage has been created through willful misconduct. In particular, Metalbud is not liable for losses sustained by the Buyer and benefits the Buyer could achieve, if it did not suffer damage.
5. Metalbud is not liable towards any third parties that file against the Buyer any claims which may arise in connection with products manufactured using Goods sold by Metalbud.
6. Metalbud is not liable for actions, omissions and damages caused and arising as a result of activities of individuals cooperating with Metalbud (e.g. Representative).
7. Metalbud will not bear liability for any damages arising as a result of repair and other activities made by the Buyer in Goods.

### **§ 8.**

Any technical figures and documents, and information provided to the Buyer in the sales process will remain intellectual property of Metalbud, and the same applies to catalogs, brochures etc. The Buyer is obliged to keep the above information confidential.

### **§ 9. Governing law, place of performing obligations, venue**

1. Legal relations with the Buyer are governed only by the Polish law. The place of performing any obligations resulting from these regulations is the seat of Metalbud.
2. In relation to any disputes that may arise, directly or indirectly, from these regulations, the Polish court competent for the seat of Metalbud will be the venue and in case of Buyers seated outside the territory of the Republic of Poland the arbitration court in Warsaw will be the venue. Metalbud reserves the right to file a suit with the court competent for the Buyer, if it can accelerate settlement of the dispute.

3. These GSTC were prepared in two language versions: Polish and English.