

General terms and conditions of sales and delivery THERMOPLAST Spółka z o.o.

A. General provisions

1. Whenever the content of general terms and conditions refers to the Seller, this should be understood as a reference to the company under the business name of THERMOPLAST Spółka z o.o., authorized to sell goods under these general conditions.
2. Whenever the content of general terms and conditions refers to the Buyer, this should be understood as a reference to a unit specified in a given order form, purchasing goods under these general conditions.
3. Whenever the content of general terms and conditions of sales and delivery refers to goods, this should be understood as the goods ordered by the Buyer.
4. To all matters not settled herein provisions of binding law shall apply.

B. Price

1. Prices are set according to the Seller's price list applicable on the date of signing of the agreement. The price will include VAT of the value applicable on the date of issuing a given invoice, as well as any other taxes and public levies, provided that the obligation to pay them is pursuant to a given act.
2. If the Parties have not agreed otherwise, the price will include the cost of insurance of goods until these are delivered to the agreed place, unless the Buyer wishes to collect the goods using own transport.
3. If on the date of issuing of an invoice the prices are higher than on the day of signing of an order form, the Seller is entitled to increase the price of the unpaid part of order pro rata with price increase.
In such case the Buyer is entitled to withdraw from the agreement, subject to the withdrawal being impossible if the Seller is ready to keep the price as it was set in the order form. If the change of the price occurs after the date of execution of the order set in the content of the order form and the Seller is in default against the Buyer, the price cannot be increased.

C. Transport

1. The cost of transport and service of order is borne by the Seller provided that the net value of the order exceeds the amount of PLN 750.00 (in words: seven hundred and fifty zloty), as well as in any case of partial deliveries due to the Seller's fault with orders of the value under PLN 750.00. In the case of orders of net value between PLN 501.00 and 750.00, the Buyer is to pay the amount of PLN 20.00 (in words: twenty zloty) for transport.
In the case of orders of net value below PLN 500.00, the Buyer is to pay the amount of PLN 20.00 (in words: twenty zloty) for transport and the amount of PLN 50.00 (in words: fifty zloty) in relation to the lack of minimum logistic requirement.
2. In the case of goods not being collected due to the Buyer's fault, each following transport of the same goods will cost the Buyer PLN 20.00 (in words: twenty zloty) for each delivery.

D. Payment

1. If an order does not state otherwise, the Buyer is obliged to pay 100% of the cost of order before the receipt of goods. There are two options of payment:
 - a) by cash, at the Seller's cash desk,
 - b) by money transfer to the Seller's bank account. In such case, the Buyer is obliged to present a proof of payment on the receipt of goods.
2. In the case when the Buyer makes an advance payment, the Seller is not entitled to raise the price referred to in item B.3. In a case when the Seller is legally obliged to issue an invoice, the Buyer will be obliged to make an advance payment including VAT. The stipulation of the Seller's lack of right not to raise the price is not valid when the delay in delivery is due to the Buyer's fault or when the Buyer does not pay the remaining amounts in accordance with the order form.
3. The date of payment is considered the date of crediting the Seller's bank account or the date of payment at the Seller's cash desk or directly to the Seller.
4. The form, date and place of payment are to be defined in the order form. In the case of the following not being defined in the order form, they are to be defined on the invoice. The order form is the basis for payment, unless the Buyer wishes to obtain an invoice before the end of the time of receipt or if the Buyer issues the invoice after the end of the aforementioned time of receipt.
5. The Seller reserves the right to calculate statutory interest on untimely payments.

E. Delivery

1. The place and date of receipt of the subject of an order are set in the order form. Special profiles are delivered according to individual terms agreed with the Buyer. In the case of orders requiring advance payment, the date of receipt will also be dependent on the Buyer's fulfilment of payment conditions.
2. It is acceptable to complete the subject of an order by parts.
3. The Buyer is obliged to collect the subject of an order within the defined period(s) of time and especially to follow appropriate commissioning, quality and quantity acceptance.
4. Any risk concerning damage or loss of the subject of an order is transferred to the Buyer with the moment of receipt and signing of Stock Issue Confirmation (CI) document or shipping documents.
5. In the case of lack of possibility to collect the subject of an order due to the Buyer's fault, the Buyer is to cover the cost of storing and insurance in the daily flat amount of 0.33% of the order's gross value and the cost of following transport if it had been previously provided by the Seller.
6. If the Buyer collects the goods by own transport, it is the Buyer's obligation to do it during the Seller's opening hours and after previous appointment of the date of collection.
7. The handing over of the subject of an order to the Buyer is done always on the basis of a Stock Issue Confirmation (CI) document or confirmed waybill. Signing of the abovementioned documents by the Buyer means that the subject of an order has been handed over or delivered.

F. Retention of title

1. The Seller retains the title to all the goods specified in a given order form and delivered to the Seller until the moment of payment of the whole amount due to the Seller, in accordance with the value of a given order and any additional transport cost or interest charges. In such situation the Seller claims the right to retain a part of an order until the payment is complete.
2. In the case when the Buyer acts on behalf of, or as an intermediary of another party, the Buyer accepts full responsibility for the consequences of the stipulation referred to in item F.1. which shall be mentioned to the Buyer's principal, suffering any consequences of failure to do so.

G. Claims

1. Quantity claims and reports of apparent defects of goods, like e.g. mechanical damage, cracks, stains or deep scratches shall be reported within 7 days from the date of receipt of goods (the date is defined on the basis of documents referred to in item E.7.), otherwise they shall not entitle the complaining party to any claims.
2. Concealed defects of goods shall be reported to the Seller in writing within one month after the time when they might have been discovered by the Buyer while using these goods following the rules of duty of care.
3. Minor defects of goods that remain unnoticed after fixing of and during the use of goods and which do not affect the goods' use value, like e.g. scratches on the covered sides of profiles, do not qualify for claims.
4. The Seller investigates claims within 21 days from the date of a claim being reported and informs the Buyer on the way of dealing with a given claim within the same period of time. Performance of warranty obligations shall occur in the period no longer than 6 weeks from the date of agreeing on the proposed way of dealing with a claim by the Buyer.

H. Defect liability

No responsibility concerning the goods of the Seller is accepted in relation to defect liability.

I. Cancellation of order

When a given good has been produced or is in the process of production, the Buyer is obliged to accept this good and pay the full amount due to the Seller; order cancellation is unacceptable.

J. Technical conditions

1. After an order form is accepted by the Seller, the Seller sends the "confirmation of acceptance of order form" and then, after specifying the details of a given order, the Seller sends the "order confirmation" to the Buyer. If the Buyer reports no objections in one working day from the date of receipt of the "order confirmation", the Seller shall take it as a confirmation regarding the quantity, measurements, technical parameters and colour of the ordered good(s).
2. The Seller claims the right to introduce technical modifications to the produced goods, stemming from technical and technological advancement, without prejudice to the use value of the good(s).

K. Completeness of order

1. Any additional annexes to an order shall be an integral part of this order.
2. Any modifications to the above terms and conditions require written agreement of the Seller and the Buyer and shall otherwise be null and void.

L. Dispute settlement

Any disputes arising from this order shall be settled by a common court of law having jurisdiction over the Seller's seat.

Libiąż, 01.08.2011

The above terms and conditions come into effect with the date of 1st August, 2011.

Any decisions and provisions concerning the terms and conditions of sales and delivery shall remain effective until the date of coming into effect of these terms and conditions.