

GENERAL CONDITIONS OF SALE AND DELIVERY

§ 1 General provisions

1. The General Terms and Conditions of Sale and Delivery ("GTSD") set out the rules for the conclusion of sales contracts for goods offered by Alu-fass Sp. z o.o. Sp.k. located in Gdańsk, Al. Grunwaldzka 212, 80-266 Gdańsk, registered in the National Court Register under KRS number: 0000781717, NIP 5842783324, www.alu-fass.com, hereinafter referred to as "Supplier".
2. The GTSD shall be an integral part of all sales contracts, or other contracts concluded within the scope of the Supplier's business, and shall apply to them, unless the contracting parties have expressly agreed otherwise. Any deviation from the application of these GTSD requires a written form under pain of invalidity.
3. The sales contract is concluded on the basis of a written or oral order placed with the Supplier by any entity, hereinafter referred to as the Buyer.
4. The basis for placing an order is an offer prepared by the Supplier. The order must include: order number, description of the ordered goods, dimensions, quantities, method of packaging and the agreed price.
5. The order is the basis for the Supplier to prepare a production order and is the basis for the Supplier to make orders for raw materials and other materials necessary for the production of the ordered goods.
6. The GTSD shall be made known to the Buyer. The obligation to familiarize with the GTSD shall rest with the Buyer. If the Buyer remains in permanent business relations, acceptance of the GTSD by him at the first order shall be deemed to be their acceptance for all other orders and sales contracts, until their content is changed or their application is revoked.

§ 2 Prices, quantity, quality

1. The prices stated in the bids are binding for the period stated in the bid.
2. Prices for goods offered by the Supplier do not include VAT, unless expressly indicated otherwise.
3. The proposal to make a sale made to the Buyer does not constitute a binding offer to sell within the meaning of the Civil Code, but only a proposal of terms and conditions, to make an order by the Buyer.
4. The order sent by the Buyer should contain all relevant information about the ordered goods/service to the extent necessary for their identification and information on how to prepare the goods for transport. Failure to meet this condition resulting in delivery by the Supplier of goods that do not meet the needs of the Buyer shall be charged to the Buyer and shall not constitute grounds for complaint.
5. The cost of delivery to the Buyer, as well as other additional services, is determined individually when placing an order. Lack of such arrangements will mean that the goods are collected at the Supplier's warehouse.
6. All costs that may arise during the execution of the order, e.g. repacking, cutting, foiling, handling and other costs applicable during the execution of the order shall be borne by the Buyer, unless the parties have agreed otherwise.
7. In the absence of written confirmation of the order, the final price of the goods shall be determined on the basis of the Supplier's prices in the offer that has been sent.
8. The Supplier has the right to collect an advance payment from the Buyer, the amount of which will be determined individually. The advance payment will be settled upon receipt of the last batch of goods. If the Buyer fails to take delivery of the goods, it will be retained by the Supplier as a contractual penalty.
9. Production of the Goods will not begin until the Buyer has paid the down payment amount agreed upon in the Order.
10. Any change made by the Buyer to the terms and conditions of the order must be approved in advance by the Supplier in writing or electronically. In such a case, the establishment of new terms and conditions is considered the placement of a new order, which entitles the Supplier to indicate a new date for its execution. Changes to a placed order will result in the Buyer being charged with the amount of the actual costs of the changes incurred by the Supplier.
11. The Supplier undertakes to manufacture the Goods in accordance with the Order.
12. Discounts, rebates, discounts, etc. granted by the Supplier require individual written arrangements.
13. Relevant approvals, certificates, declarations of conformity or other documents confirming the quality of the goods, the Supplier shall attach to the delivered goods at the express request of the Buyer. The supplier reserves the right to charge for the aforementioned documents.
14. The supplier does not check the quality of the entrusted material and does not report its discrepancies, and does not take responsibility for the quality of the entrusted material and its suitability for the anticipated processing methods and applications.

§ 3 Receipt and delivery of goods

1. If the goods are collected from the Supplier's warehouse by the Buyer with his own means of transport, the responsibility for the goods shall be transferred to the Buyer at the time the goods are released from the warehouse.
2. If the Buyer contracts an independent carrier to pick up the goods, responsibility for the goods shall pass to the Buyer at the time of delivery of the goods to the carrier.
3. If the goods are delivered to the Buyer by the Supplier's truck or the Supplier contracts the delivery of the goods to a carrier, the responsibility for the goods shall pass to the Buyer at the time of unloading the goods from the truck.
4. The Supplier shall have the right to acknowledge that by delivering the goods to the delivery address indicated by the Buyer, receipt of the goods was made by an authorized representative of the Buyer and the receipt is binding on the Supplier and the Buyer.
5. The Buyer shall inspect the delivered goods for quality and quantity and conformity of the delivered assortment immediately after delivery and make appropriate notations in the presence of the carrier on the shipping document or other proof of goods delivery.
6. In the event of any objections, the Buyer shall promptly inform the Supplier in writing, and shall give the Supplier an opportunity to examine the delivered goods intact.
7. Acceptance of the goods by the Buyer, without objection as in point 5, shall mean proper delivery of the goods in accordance with the order and confirmation.
8. If, due to the type of packaging or for any other reason, it is not possible to perform an objective inspection of the delivered goods, the inspection upon receipt should include the shipping documents, the quantity and condition of the packages and the data on the marking of the goods on the packages as well as the damage visible from the outside. As soon as it becomes possible, but at the latest when unpacking the goods before they are used, a detailed inspection should be carried out and the results of the inspection shall be communicated to the Supplier without any delay.
9. The Buyer shall be obliged to comply with all formalities described in the above paragraphs, under penalty of losing the right to assert any claims against the Supplier.
10. In cases where the Supplier, during the processing of goods, finds hidden defects for which the Buyer will assert claims, the Buyer must abandon further processing of these goods, secure the defective goods and store them until replacement or return. Consumption of more than 10% of the delivered goods, within one delivery, in respect of which the existence of a defect has been reported, will be tantamount to the Buyer's acceptance of the quality of the entire batch of such goods and waiver of claims.
11. Notification to the Supplier of a latent defect, must be made immediately after the existence of the defect, but within a period not exceeding 5 days from the date of receipt of goods.
12. The Supplier shall not be liable for late performance of the contract if the delays are not due to its sole fault.
13. In case of delay in delivery of non-standard goods, the Buyer may withdraw from the contract only if the delay was serious and exceeded 30 days.
14. The Supplier shall have the right to postpone or cancel the delivery of goods to the Buyer, for reasons beyond its control, including, in particular, when the performance of the Supplier has been hindered or made impossible by circumstances on the Supplier's side or in a situation of "force majeure" (e.g. extraordinary circumstances, impossible to foresee by the Supplier at the time of placing an order by the Buyer; actions of the Buyer or third parties e.g. suppliers of raw materials and components). The Supplier's liability referred to in Article 474 of the Civil Code is excluded, and consequently the Supplier is responsible only for its own acts and/or omissions. The Supplier undertakes to inform the Buyer of the reasons preventing the execution or delay in execution of the order as soon as possible.

15. The Buyer, upon acceptance of an order by the Supplier for execution, shall provide the Supplier with a list of persons authorized to sign invoices and documents confirming receipt of goods. In the absence of such a list or in case of doubt, any person signing the aforementioned documents at the Buyer's premises or at any other place of delivery shall be deemed to be a duly authorized representative of the Buyer.

16. In connection with the implementation of individual orders by the Supplier, the Buyer is not allowed to return the goods.

17. Transportation of the Goods shall include its delivery to a single place indicated by the Buyer in the order. The place of delivery should be indicated by the Buyer no later than 7 working days before the scheduled Delivery. Transportation does not include unloading of the Goods. The costs of unloading, if any, shall be borne by the Buyer, who is obliged to unload the Goods immediately.

18. In the event that the Buyer changes the place of delivery after loading, the Buyer shall be obliged to pay all costs arising from the change in the place of delivery, if the change is possible.

19. The Buyer or persons authorized by the Buyer shall confirm receipt of the ordered goods by putting a legible signature on the delivery document.

§ 4 Packaging

1. Upon delivery of the goods, the Supplier shall have the right to issue a VAT invoice to the Buyer for the value of the returnable pallets.
2. The Buyer shall be entitled to return the purchased pallets to the Supplier within a maximum period of 30 days. Then the Supplier will issue a correcting VAT invoice, documenting the fact that the pallets have been returned. After the indicated deadline, the Buyer is not allowed to return the pallets. The Supplier may refuse to accept returned pallets if they do not correspond to the quality of pallets issued to the Buyer.
3. The cost of transportation of returnable pallets shall be borne by the Buyer, unless the parties agree otherwise.

§ 5 Complaints

1. Complaint of goods means that in case of defects in goods the Supplier makes a decision on the assessment of the validity of the complaint within 21 working days from the date of receipt of the complaint.
2. The Buyer is obliged to immediately make the defective goods necessary for the examination available to the Supplier, as well as to allow examination of the goods on site, as well as to provide the necessary information, regarding the processing technology and the conditions in which the goods were used.
3. The Supplier's liability for defects or shortages in the goods is limited solely to the obligations described in the contents of the GTSD.
4. The Supplier's liability is limited to an amount not exceeding the value of the claimed goods plus any delivery/transportation costs.
5. The Supplier's liability under warranty shall be excluded pursuant to Article 558 of the Civil Code.
6. If the Buyer has notified the Supplier of the existence of unjustified defects or deficiencies and/or defects in the goods sold, the Supplier shall be entitled to claim compensation from the Buyer for the costs incurred in connection with the necessity of processing the unjustified complaint.

§ 6 Payment terms

1. Invoices issued by the Supplier shall be payable without any deductions, within the period indicated on the invoice, starting from the date of issuance.
2. The date of payment shall be considered by the parties as the date of receipt of funds into the Supplier's account.
3. If payment is delayed, the Supplier shall have the right to charge statutory interest for delay in commercial transactions, starting from the date on which the due date specified in the invoice expired.
4. In the event of a delay in payment on the part of the Buyer, the Supplier reserves the right to suspend delivery or provision of services until the obstacle affecting the agreed performance is removed.
5. If there is a reasonable basis for believing that the Buyer will not meet his payment obligation, the Supplier shall have the right to demand payment of the price before delivery of the goods - regardless of the previously agreed payment date.
6. If the Buyer fails to take delivery of the goods by the agreed date, the Supplier shall have the right to charge the Buyer for the costs associated with the storage of the goods.
7. If the Buyer does not take delivery of the goods on the 14th day after the agreed date, for reasons not attributable to the Supplier, the Supplier shall have the right to issue an invoice and demand payment of the price for the goods and other services as if the delivery of the goods had taken place in accordance with the order.
8. If the Buyer fails to take delivery of the goods within 60 days of the agreed date for reasons not attributable to the Supplier, the Supplier shall store the goods at the Buyer's risk and expense.
9. Each partial delivery, should constitute a separate transaction and may be invoiced separately by the Supplier.
10. The Buyer shall not be entitled to the Supplier the right to submit a statement of set-off of any receivables.
11. Assignment of rights under a contract with the Supplier or a submitted order to third parties is not permitted without the written consent of the Supplier.
12. In any case of withdrawal from the Contract by the Supplier, for reasons attributable to the Buyer, the Supplier shall have the right to claim remuneration for the materials made or produced (including stored, in transit or already delivered to the Buyer) for the performance of the Order.

§ 7 Responsibilities

1. The Supplier's liability in connection with the conclusion of a contract or the making of a sale of goods, shall not include the repair of damages relating to expected benefits, lost profit, production losses, loss of market reputation, etc.
2. The Supplier shall not be responsible for the suitability of the goods delivered in accordance with the order, for the purposes desired by the Buyer.

§ 8 Reservation of ownership

1. The Supplier stipulates that the ownership of the sold goods will pass to the Buyer, only at the time of payment of the total price to the Supplier. In the event of combination or confusion of items, the parties shall become co-owners of the whole. The application of the provision of Article 193 § 2 of the Civil Code is excluded.
2. Until the price is paid in full, the Supplier shall have the right to take back those goods in the possession or under the control of the Buyer or a third party to whom the goods have been entrusted. The Buyer is obliged to allow the Supplier free access to and receipt of such goods.

§ 9 Applicable law, local jurisdiction of the court

1. The court having jurisdiction over any disputes shall be the court having jurisdiction over the Supplier.
2. Only the provisions of Polish law shall apply to the contract and the common courts of the Republic of Poland shall have jurisdiction.

§ 10 Personal data

1. The Supplier is the administrator of the personal data ("Data") provided by the Buyer with regard to his company, contact data of persons involved in cooperation, identification data of persons ordering and receiving goods. In justified cases, the Supplier uses Data from external companies (e.g. business intelligence agencies). Data is processed for the purpose of entering into or performing a contract to which the Buyer is a party, as well as for the legitimate interest of the Supplier (e.g. marketing activities, fraud prevention). The data will be processed until the statute of limitations for claims under the contract or until the legal obligation to store the data expires (e.g., storage of accounting documents), and in the case of the legitimate interest of the administrator - until the existence of this interest, or the submission of an objection by the Buyer.
2. Data may be transferred to entities processing personal data at the direction of the Supplier, among others, IT service providers, entities processing Data for debt collection, financial verification of the contractor. Data may also be transferred to third parties for the purposes mentioned above.

3. The Buyer has the right to access, rectify, delete, limit processing of the Data. The Buyer may object to the processing of Data based on the Supplier's legitimate interest. The Buyer has the right to portability of Data and entitles to receive Data in a structured, machine-readable format. The Buyer has the right to file a complaint with a supervisory authority. Questions and requests related to the Data should be addressed to the Supplier's address or by email to office@alu-fass.com
4. Provision of Data in connection with the conclusion of the contract / services provided thereunder is voluntary, but necessary for the conclusion and performance of the contract - without providing Data it is not possible to conclude the contract / provide services.
5. The Provider does not make decisions by automated means and Data is not profiled.

§ 11 Final provisions

- (1) In connection with the execution of the order, the Buyer undertakes to maintain indefinitely the confidentiality of information, concerning the concluded contract and any other information disclosed by the Supplier, for the proper execution of the order. All information and documents will be disclosed only to the extent necessary and related to the execution of the order.
- (2) The BUYER declares that he authorizes the Supplier to issue an invoice without his signature.