GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

INT TECHNICS Sp. z o.o., a Polish limited liability company, with its registered office in Tarnów at the address: ul. Kochanowskiego 39B, 33-100 Tarnów, POLAND entered onto the National Court Register – Register of Entrepreneurs kept by the District Court for Kraków – Śródmieście, under KRS No. (National Court Register No.) 0000349516, having NIP No. (Tax ID No.) PL9930606747 and REGON No. (Statistical ID No.) 1211113615;

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I. General provisions

1. The following document constitutes General Terms and Conditions of Sale and Delivery (hereinafter referred to as "the GTC"), and is incorporated into all commercial transactions, including deliveries and services provided by INT TECHNICS Sp. z o.o. (hereinafter referred to as "INT TECHNICS" or "the Supplier") for the benefit of any other entity conducting business activity (hereinafter referred to as "the Buyer").
2. The following provisions do not apply to any natural person holding consumer's rights under binding legal acts.
3. Any order submitted by the Buyer shall be understood as the confirmation of the acceptance of the GTC provided herein, which constitute an integral part of sale and delivery contracts made between the Parties.
4. Promotional materials, price lists and any other documents or information issued by the Supplier in any form concerning goods advertised, are subject to alterations without previous notification, and shall not constitute a binding offer within the meaning of the law. The acceptance of the above-mentioned materials shall not be understood as entering into a contract.
5. Any images, photos and descriptions presented in our catalogue, brochures, price lists, on the website or in any other document published by the Supplier, are used for information and advertisement purposes only, hence they shall not be binding for the Supplier and the Buyer's acceptance of them shall not mean entering into a contract.
6. A sale /delivery/ contract between the Buyer and the Supplier is made upon the confirmation of the acceptance of the order made by the Buyer. An individual scope of any supply and its specified conditions are provided in the contract made between the parties (i.e. an offer accepted and the confirmation of the acceptance of the order). In the case of matters not regulated by an individual contract the GTC shall apply.
7. An offer and its acceptance, an order as well as confirmation of the acceptance of the order shall be made in writing, by fax or email.
8. Any changes to the content of the order, withdrawal, termination or rescission of the contract shall require the representation made in the form that the parties stipulated for making this contract.

II. Terms and conditions of delivery

1. Delivery dates shall be specified individually in the Supplier's representation confirming the acceptance of the order.
2. Unless otherwise agreed in the Supplier's representation confirming the acceptance of the order, the time limit for supply shall start to run from the day the Supplier receives the payment specified in the individual terms and conditions of the transaction.
3. The Supplier shall not be liable for any delays in the performance of its obligations resulting from the circumstances beyond the Supplier's control, including hindered or delayed supply of goods, their components, semi-finished products or parts thereof performed by the Supplier's trade partners, producers or any other supplier, caused by any force majeure; delays caused by the default of the carrier resulting from legal or actual operations conducted by the public or local authorities in the Republic of Poland or in any other country. In the cases mentioned above, the delivery terms agreed on shall be respectively extended by the duration of the obstruction.
4. The supply of the object of order shall be made at the location specified in the confirmation of the acceptance of the order.
5. Unless the contract provides otherwise, the supply shall be completed in accordance with the updated 'Incoterms' rules and the conditions specified in the confirmation of the acceptance of the order.
6. Any certificates, certificates of approval, licenses, warranties, representations and other documents related either directly or indirectly to the subject of the contract, shall be handled together with the subject of the contract, once they were both explicitly indicated in the Buyer's order and explicitly confirmed by the Supplier in the confirmation of the acceptance of the order.
7. The risk of a loss or any damage of the goods is transferred to the Buyer upon the receipt of the object of the contract by the carrier, the Buyer or any other entity authorized.
8. The Supplier may insure the consignment upon the Buyer's explicit request and at The Buyer's expense.
9. The Buyer covers the costs and bears liability for all returns of the goods ordered, complaints or any other actions resulting in the transportation of goods, their parts, accessories or documentation attached to the object of the contract that are dispatched for the return to the Supplier's address.
10. If the goods ordered shall be transported from the country which is not the seat of the Supplier, or the goods are to be delivered abroad; all necessary costs are covered by the Buyer and he bears the risk of covering stamp duties, customs duties, fees and the taxes arising out or in connection with the delivery.
11. The Buyer shall not be entitled to terminate, rescind the contract or cancel the order that was confirmed and accepted for fulfillment by the Supplier, unless the Supplier expresses explicitly his consent to do so, using the form that the parties stipulated for making the contract.
12. The return of goods shall not be acknowledged without the Supplier's prior explicit written consent.
13. The Supplier shall hold unilateral right to cancel the order for reasons beyond his control, which were impossible to predict despite due diligence. The above-mentioned reasons include: inability to fulfill quantitative and qualitative objectives, or affect the delivery date as a consequence of any force majeure, significant alteration in the purchasing power of money, alterations of binding provisions, defaults by third parties including manufacturers, other suppliers, a carrier or in the case when due to alterations of binding provisions and factual circumstances the fulfillment of the order shall be against the law, or shall infringe the justified interests of the Supplier or best practices. If the order is cancelled following the procedure presented above, the Supplier is obliged to return the proportional part of the advance payment that hasn't been used up to fulfill the objectives of the order.
14. The Supplier is entitled to rescind the contract partially or as a whole together with the right to maintain advance payment to cover the costs incurred or demand the damages including factual losses and lost profits to be repaired in the following cases:

    a. delays in partial or full payment of the advance payment required to fulfill the objectives of the contract or on-time delivery,
    b. failure to provide the Supplier with indispensable information or documents required to fulfill the order or provide on-time delivery,
    c. any delays in the receipt of the delivery,
    d. refusal to accept the object of delivery,
    e. goods seizure or hold thereof conducted by the state authorities in the Republic of Poland, in Member States or any other third countries,
    f. hold-up of deliveries by the manufacturer or any authorized third parties due to the Buyer's default.

15. If the Buyer is in default of acceptance of the delivery or any parts thereof at the specified time of acceptance, the Supplier is both entitled to the demand the repair of the damage and to hold the advance payment. Additionally, he shall be authorized to store the goods at the Buyer's risks and expense through the period of 30 days. After the lapse of that period the Supplier is authorized to destroy the goods at his own discretion, to return them to the producer or any other seller that the goods have been previously purchased or dispose the object of the order to the benefit of any other entity. The Supplier shall be entitled to encumber the Buyer with the liquidated damages in the amount of 1% of the value of the stored goods per each calendar day of delay in the acceptance of the delivery, not exceeding however the maximum of 50% of the total order value.

III. Payment

1. Individual terms and conditions of delivery and payment shall be specified in the offer and the confirmation of the acceptance of the order.
2. Goods and services prices as provided by the Supplier in the offer or the pricelist constitute net value only, hence binding at the date of issue VAT rate shall be applied and included in the price of a particular transaction together with the delivery costs.
3. A VAT invoice, a pro forma invoice, an advance payment invoice or any other legally binding invoice issued by the Supplier to the Buyer shall constitute the basis for payment. The Buyer shall authorize the Supplier to issue an invoice without the Buyer's signature on any receivables resulting from the transaction and the GTC.
4. Receivables included in the VAT invoice become payable by money transfer to the Supplier's account indicated therein or in any other form indicated by the Supplier in the confirmation of the order.
5. The Supplier is entitled to demand the advance payment /prepayment/ based on the pro forma invoice or an advance payment invoice, payable by money transfer to an account indicated by the Supplier. The prepayment from the Buyer is to cover the order costs and shall not be the subject of return, unless explicitly stated in the GTC.
6. Unless otherwise agreed, prepayment in the amount of 100% of the purchase price is required in the case of special order products. The prepayment shall not be the subject of return, unless the Supplier states otherwise.
7. The Supplier is entitled to withhold the order until he receives due prepayment.
8. Unless stated otherwise by the Supplier, the Supplier himself shall retain the ownership rights to the goods ordered until the Buyer covers the total costs of them.

IV. Liability

1. Subjects to provisions provided hereunder, the Supplier shall remain liable towards the Buyer for non-performance or improper performance of the subject to the contract.
2. The Buyer is obliged to inspect both the quality and quantity of the ordered goods upon its acceptance in the presence of the carrier on the pain of losing the right to claim them. Nonconformity of goods or packaging with the contract shall be reported to the Supplier within the period of 24 working hours from the date of order acceptance. Confirmation of commodity receipt without any reservation makes the claims for non-performance or improper performance of the subject to the contract become barred by the statute of limitations. Whenever the Buyer reports nonconformity of goods with the contract, he shall be liable to prove his allegations.
3. The Supplier shall notify the Buyer about the acceptance of claims within the time limit corresponding to the type of default or circumstances.
4. The Supplier shall not be liable for:

   a. any damage resulting from any force majeure,
   b. any damage arising out of acts or omission to act by subcontractors, contracting parties, other suppliers, producers and the third parties,
   c. any damage caused by the object of sale or a part thereof upon the transfer of goods either to the carrier or to the contracting party directly,
   d. any damage caused to the products manufactured by the Buyer or a third party when using the object of sale, or any damage caused to other products assembled with this object of sale,
   e. liquidated damages,
   f. violation of personal interest, copyrights, patent rights, intellectual property rights and the like,
   g. violation of any rights and interest as a result of the following: delivery specification prepared by the Buyer, delivery not provided by the Supplier, or the delivery that has been modified by the Buyer or combined with any other products not provided by the Supplier,
   h. the loss of any potential profits the Buyer could have gained were it not for the damage inflicted,
   i. any orders made by the person unauthorized,
   j. delivery of goods to the subsequent receivers indicated by the Buyer,
   k. the uplift of goods by the Buyers' contractors,
   l. any damage arising from the improper goods transport, their assembly and operation,
   m. violation of the provisions concerning limitations specified in the export and carriage regulations, embargoes etc. caused by the Buyer or any third party,
   n. any damage resulting from the fluctuations of the purchasing power of money,
   o. defects of the goods resulting from normal wear and tear.

5. The Supplier's aggregate liability in respect of all claims arising out or in connection with each delivery shall not exceed an amount equal to the total order value of the delivery that actual damage refers to.
6. Except as set out in the contract, all warranties and guarantees shall be excluded from the transactions.
7. The Buyer's warranty rights are limited to the extent specified by the producer of the goods ordered and with respect to the producer only.
8. Sale /delivery/ of goods specified in the order shall be solely and exclusively the subject of the order, hence the contract shall not cover any activities related to service, operation training, operation, the instructions for use, supervision, technical and logistic support etc.
9. Unless explicitly stated in the written contract under pain of nullity, the transfer of ownership rights to the goods specified in the contract shall not include the transfer of copyright, licenses, patent rights, industrial property rights and related rights.
10. Any obligations of the Supplier resulting from the contract cease to exist whenever they violate domestic and international rules and regulations related to the foreign trade and customs law, embargoes and other limitations.
11. The Buyer shall waive both his right to raise a plea of claims barred by the statute of limitations against the Supplier and the right to set off any claim against the Supplier's claim towards the Buyer.

V. Adherence to Regulations concerning Export Control

1. Whenever the receiver transfers the goods to the third party, he shall adhere to all domestic and international regulations referring to trade control (export control). Any transfer of goods, works or services shall require from the Receiver to respect any regulations referring to trade control (export control) and other applicable laws binding in the territory of the Republic of Poland, in the European Union and the United States of North America.
2. Whenever necessary, the Buyer is obliged to provide the authorized state bodies or the Supplier with all information held concerning the final user of goods, the final address of delivery and intentional application of goods from the Supplier together with the potential limitations of trade, all revealed for export control purposes.
3. The Buyer shall release the Supplier from any claims related to the Buyer's non-observance of the applicable laws and regulations concerning export control and the Buyer undertakes to remedy any damage resulting from the above-mentioned reason.

VI. Data protection and confidentiality

1. If the Buyer accepts the GTC he expresses his consent to have his personal data processed for the purposes directly and indirectly related to the completion of the order.
2. The Supplier reserves his exclusive right to use the logo and other verbal or graphic traits to identify his business. With the exception of the activities directly related to the proper performance of the subject of contract, the Buyer shall neither use nor copy any graphic devices identifying the supplier without his written consent under the pain of nullity.

3. Neither party shall disclose the other's confidential information concerning business secret, trade terms and conditions and the fact of mutual cooperation during the term of the contract and after its termination.
4. If the Buyer shall violate the confidentiality clause, the Supplier is entitled to the liquidated damages in the amount 10 times exceeding the total value of all business transactions between the parties and the subjects related, through the period of 3 years from the date of violation of the confidentiality clause.

VII. Final provisions

1. The Buyer shall not be entitled to assign any of his rights and duties arising from the legal relationship between the parties as specified in the GTC, without prior written consent under pain of nullity. The Supplier may assign the Contract or its part to the benefit of any third party, without the Buyer's prior consent.
2. Any legal disputes, arising either directly or indirectly out of the regulations provided herein and the legal relations that the GTC refer to, shall be settled by a common court of territorial and material jurisdiction which has the jurisdiction over the Supplier's seat, however, the Supplier reserves the rights to file a claim in the court which has the jurisdiction over the Buyer's seat.
3. Unless individual provisions of the GTC or regulations concerning other contracts be or become null and void, the validity of remaining provisions shall remain unaffected.
4. Whenever the GTC define contractual stipulations, it is assumed that they are made to the Supplier's benefit.
5. These GTC or any legal relationship between the Supplier and the Buyer are regulated by the law binding in the Republic of Poland.
6. In the event of any discrepancies and interpretation disputes resulting from the comparison of different language version of the GTC, the Polish version shall prevail.