

OGÓLNE WARUNKI HANDLOWE
(OWH)
GENERAL COMMERCIAL TERMS AND CONDITIONS
(GCTC)

I General rules

1. These General Commercial Terms and Conditions (hereinafter also referred to as "GCTC") define the rules of cooperation and conclusion of agreements concerning goods or services offered by Piotr Galas operating under the name Zakład Odlewniczy Piotr Galas ul. Kościuszki 25/27 59-930 Pieńsk NIP 658-128-81-40 (hereinafter referred to as "**Foundry**").
2. The General Commercial Terms and Conditions are an integral part of all trade agreements concluded by the Foundry and replace other provisions not confirmed in writing by the Foundry.
3. The **Seller** shall be understood as the Foundry. The **Buyer** shall be understood as an entrepreneur placing an order at the Foundry. The **Parties** shall be understood as the Seller and the Buyer.
4. Placing an order means confirmation that the Buyer has read and accepted the GCTC available at the headquarters of the Foundry or at any commercial unit of the Foundry and on the website <http://odlewniagalas.pl>. The GCTC provisions shall be binding on the Parties from the moment of an order approval.

II Procurement

1. An agreement, based on an order placed by the Buyer, shall be concluded when it is approved by the Foundry.
2. An order can be submitted to the Foundry in at least a documentary form via e-mail to the address marketing@odlewniagalas.pl. An order may also be placed orally, provided that its content shall be later fixed in the form and manner indicated in the first sentence.
3. The Foundry may at its own discretion approve or reject an order in whole or in part without giving a reason. The order shall be approved only by an unequivocal statement of acceptance in at least documentary form or by delivering the goods in accordance with the order placed in any form.
4. Until the date of approval or rejection of an order, the Parties may negotiate or amend its terms.

5. The content of an approved order shall be binding on the Parties. The Buyer must not unilaterally cancel, amend or abandon the approved order.
6. Replacement or withdrawal of an approved order shall be possible only by an agreement made by the Parties. The agreement must be concluded at least in the same form as the order itself, otherwise being null and void.
7. To introduce any changes or to withdraw an approved order, the Buyer shall first cover the costs incurred by the Foundry until the time of the change or withdrawal; in particular, the costs of test series performed, the cost of work, costs related to equipment or treatment of goods. In the event of non-payment or of lack of written recognition of the costs by the Buyer on or before the time of conclusion of the said settlement, the Foundry shall have the right to withhold the execution of such amended order or even to terminate the agreement with immediate effect without setting additional deadlines for the Buyer. In case of suspension of execution of an order, the dates agreed so far shall be extended by the suspension time.
8. In the event that the Foundry is unable to perform or deliver the goods due to force majeure, extraordinary change in socio-economic relations, due to factors for which it is not responsible and situations for which it is not at fault, the Foundry shall have the right to suspend the execution of an order. If the force majeure and its consequences last longer than 14 days, the Parties shall decide whether to continue the agreement or not. In such a situation the Foundry shall not be liable for any damage or lost profits of the Buyer.
9. Each and all offers, technical documentation, technical consultations as well as all other knowledge related to production of the goods, provided to the Buyer, shall constitute a secret of the company and the know-how of the Foundry. The Buyer undertakes to protect this information as confidential, not to make it available and to protect it from access by parties and persons other than the Buyer.

III Offers, price list of the Foundry

1. Advertisements and other announcements about goods offered by the Foundry are of information character only.
2. Binding prices of the Foundry shall be determined in individual offers or approved orders.
3. A current price list is available at the Foundry. On the day of publication of a new price list, a previous one shall expire unless otherwise agreed by the parties.
4. Prices quoted by the Foundry are net prices to which VAT will be added.
5. If the goods are picked up by the Buyer out of the premises of the Foundry, Buyer shall also reimburse to the Foundry the costs of delivery of the goods,

particularly but not exclusively the cost of transport, of securing and watching the goods, of insurance of transport, loading, unloading, storage, as well as other related costs.

IV. Terms of supply of the goods by the Foundry

1. Unless otherwise agreed by the Parties in the approved order, the goods subject to the order shall be collected at the registered seat of the Foundry (in accordance with the Incoterms EXW rule).
2. In case the Parties have agreed on a place of delivery other than the Foundry's registered seat, the goods shall be released at the moment of handing over the goods to the entity providing transport services at the Foundry's registered seat. At the moment of goods release, all risk related to the goods shall pass to the Buyer.
3. In the absence of other arrangements, the transport, insurance, loading, unloading, storage and supervision shall be organized and financed by the Buyer. If it is agreed that these operations shall be organized by the Foundry, it shall be done at the risk and expense of the Buyer.
4. The specified delivery dates are to be regarded as indicative and cannot be considered as final, unless such arrangement is made in the approved order. The date of delivery of the goods agreed under paragraphs 1 and 2 above shall be considered as the date of execution of the supply.
5. The identity of a person (name, surname and vehicle data) who is going to collect goods on behalf of the Buyer shall be made available to the Foundry by the Buyer electronically before the date of planned collection. The lack of such information shall entitle the Foundry to refuse to release the goods. In such a case, provisions of Section IV.6 shall apply accordingly. The Buyer or a person authorized by him shall be fully responsible for checking conformity of the goods in terms of quantity with the attached invoice and with the approved order at the time of releasing the goods for transport.
6. In case of failure to collect the ordered goods, the Foundry shall be entitled to send the goods to the Buyer's address or store them at the cost and risk of the Buyer until its receipt or termination of the contract to which the goods are subject, without confirmation and without prior notice.
7. If delay in delivery of goods by the Foundry is caused by the Buyer, the Buyer shall be obliged to cover the costs incurred for these reasons by the Foundry, particularly such costs as, inter alia, transport, storage, insurance, handling. The risk related to such goods from the time of delay shall be transferred to the Buyer. The costs connected with transport (and services normally related to it)

will be calculated according to the rates presented to the Foundry by the entities providing these services, and the Buyer undertakes to reimburse the Foundry for the costs so incurred.

V Terms and conditions of settlement and payment by the Buyer

1. The Foundry shall have the right to deduct its receivables from the Buyer's receivables. Deductions made by the Buyer shall require a written consent of the Foundry for their effectiveness.
2. The Buyer shall make a prepayment in the amount of half of the order value, unless the parties set a different date of payment and different payment terms. In such a case, the date of payment shall be each time agreed upon by the Parties. The Foundry may also implicitly waive the prepayment of the deposit and this shall not affect validity of other provisions of the order previously accepted by the Foundry.
3. The date of receipt of due amount by the Foundry on its bank account shall mean the date of payment.
4. The buyer shall not have the right of retention against the Foundry.
5. Submission of a complaint by the Buyer shall not entitle him to withhold payment for the goods or its part thereof.
6. The Buyer undertakes to immediately notify the Foundry in writing of any change of its registered office or place of residence and address for delivery of correspondence. Failure to give the notice shall result in effective delivery to the addresses indicated in the order.
7. The ownership of the goods shall pass to the Buyer upon payment for the goods and for all costs related to transport of the goods as well as for costs resulting from causing a delay in delivery of the goods.
8. The Foundry shall be entitled to stop performing an approved order or to suspend the work until payment of a deposit, advance payment or price by the Buyer if such a requirement arises from the contract made by the Parties and also in the event of existence of due and late obligations of the Buyer to the Foundry .

VI Responsibility of the Foundry

1. The Buyer shall be obliged to know the technical/chemical parameters of the ordered goods. The Foundry shall deliver the goods in accordance with the order, including the technical/chemical parameters indicated therein, and shall not accept responsibility for possible errors in the order resulting from actions, and particularly requests or recommendations, of the Buyer. The Buyer shall take

responsibility for correctness of the recipe delivered to the Foundry, its suitability for the Buyer and for design or manufacture errors of third parties.

2. The Foundry shall issue a Quality Certificate which includes: product parameters, structure and HB hardness.
3. The Buyer shall be obliged to examine received goods in terms of quantity and physical defects at the time of its receipt in accordance with VI.5 GCTC. If any defects or insufficient quantity of goods is found, a relevant written document is required to be created and delivered to the Seller at the moment of delivery, otherwise the objections shall be null and void. In the absence of any reservation, the goods shall be deemed to meet the conditions of the order in terms of quantity and physical properties.
4. In case of objections in terms of quantity or physical defects, the Buyer shall be entitled to lodge a complaint only if they are reported in accordance with paragraph 3 above. Complaints should be submitted by the Buyer in writing under pain of nullity within three days from the date of unloading; otherwise his rights under the identified derogation shall be terminated.
5. In case of quality reservations, i.e. of meeting characteristics specified in the Certificate of Product Quality, the deadline for filing a complaint is 60 days from the date of release of goods. The complaint should be submitted in writing under pain of nullity. If a complaint is not submitted within the deadline, the goods are deemed to comply with the issued Quality Certificate and the Foundry's liability on this account shall expire.
6. In order to comply with the time limits specified for a complaint in writing, such a complaint must be sent before the expiry of this period by registered mail or handed over to a person authorized by the Seller to receive such statements.
7. The Foundry shall recognize a complaint within 30 days by informing the Buyer about the result in electronic or written form. However, failure to reply within the prescribed time limit does not constitute recognition.
8. The Foundry shall not be responsible for any damage caused by transport, unloading or loading.
9. Liability of the Foundry on account of sales warranty (rękojmia przy sprzedaży) shall be excluded.
10. The Foundry would be relieved of any liability if the Buyer knew of the defect at the time of conclusion of the contract or of placing the order.
11. Liability of the Foundry for resulting damage shall be limited exclusively to the actual damage suffered by the Buyer, i.e. actual, documented damage, caused by gross negligence and shall not exceed the value of the order from which the defective goods originated. The Foundry shall not be responsible for lost profits.

12. The Foundry may refuse to remove a defect if it requires excessive costs; in such a case, the shall return the price of the goods.
13. In case of questioning the quantity, quality or finding physical defects in delivered goods, the Buyer shall not be entitled to withhold payment for completed orders.
14. Until the complaint is finally considered, the Buyer shall be obliged to store the claimed goods in a proper manner, preventing their possible damage or shortage, and to make them available to the Foundry on request accordingly to the complaint procedure.
15. Failure to submit a complaint within the above deadlines shall result in loss of the Buyer's right of complaint and loss of possibility to refer to quantitative, physical and qualitative defects of the goods.
16. In each case of a complaint, the basis for its consideration by the Foundry is to draw up a complaint protocol by its sales representative immediately after the complaint is filed by the Buyer, unless the parties agree otherwise.
17. The Foundry shall be entitled to postpone processing of the Buyer's complaint until the Buyer does settle all outstanding financial obligations towards the Foundry.

VII Final provisions

1. Provisions of the Civil Code shall apply to all matters not covered by these General Commercial Terms and Conditions.
2. A court having jurisdiction over the Seller shall exercise jurisdiction over all disputes arising in connection with the execution of orders.
3. The Polish law shall apply.