

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

These General Terms and Conditions regulate sale and delivery operations performed by Stradom S.A., with a registered office in Częstochowa

I. GENERAL PROVISIONS

1. These present general terms and conditions of sale and delivery ("GTCS&D") shall apply to all agreements, contracts, and sales orders pertinent to goods hereinafter referred to as "Products", entered into by Stradom S.A. in the capacity of the Seller.
2. These GTCS&D form an integral part of every offer made by Stradom S.A. Once an order is placed on the basis of such offer, these GTCS&D become an integral part of the sale contract concluded with the Purchaser, and shall remain in force for the entire contractual period. By placing an order, the Purchaser, or a person holding a written authorization to act on his/her behalf, confirms its acknowledgement of the GTCS&D. This is a prerequisite for commercial cooperation. Regardless of the aforesaid, the Purchaser's acceptance of the goods shall be deemed an unconditional acknowledgement of the GTCS&D.
3. As used herein, the following terms shall have the following meanings:
 - GTCS&D – General Terms and Conditions of Sale and Delivery of Stradom S.A.;
 - Seller – Stradom S.A. with a registered office in Częstochowa;
 - Purchaser – any legal or natural person, or an organizational unit without legal personality, who places with the Seller an order for goods and/or services included in the Seller's offer;
 - Parties – the Seller and the Purchaser;
 - Goods/products – all products, goods, and other items offered by Stradom S.A. under an agreement, contract, or customer's order;
 - Order – goods/products purchase offer made by the Purchaser in writing. It may be delivered by traditional mail, courier service, fax or e-mail, however, it must specify at least: the ordered assortment, quantity, Purchaser's details required for invoicing purposes, company details, contact details, method, date, and place of collection of the ordered products;
 - Order confirmation – written statement of order acceptance by the Seller, delivered to the Purchaser via e-mail, fax, or traditional mail, within:
 - 2 working days in the case of standard goods;
 - 7 working days in the case of goods deviating from the commercial offer or ISO standards, goods manufactured according to special requirements, specifying at least: price, total value of the ordered goods, date, place and method of delivery, terms and conditions of payment;

Contract of Sale shall also be deemed a confirmation of the order.

- Special delivery – sale of product which is not included in the offer of Stradom S.A. at the moment of order placement, and which must be acquired by the Seller specifically for the purpose of an individual order placed by the Purchaser.
4. These GTCS&D are available at www.stradom.com.pl.

II. CONTRACT

1. A contract of sale is concluded on the basis of an order placed with Stradom S.A. by the Purchaser via traditional letter, fax, or e-mail, and a subsequent order confirmation issued by Stradom S.A. An order placed by the Purchaser is not in itself binding on the Seller, and failure to reply to such order shall not be construed as tacit order acceptance.
2. All agreements, representations, promises, and guarantees made orally by the Seller's employees in connection with a contract of sale or offer shall not be binding.
3. To ensure valid contract conclusion or amendment, all pertinent representations exchanged between the parties must be delivered to the other party in writing, via traditional mail, fax, or e-mail. In particular, the aforesaid applies to offers, orders, and order confirmations.
4. In the event of contract of sale with a new customer – Purchaser, the following documents shall be required for the purpose of customer registration and granting trade credit limits: Taxpayer Identification Number NIP, National Court Register KRS entry number, Business Registration Number REGON, F-01 form, profit and loss account and balance sheet for the last financial year and the last quarter-to-date.
5. Should the Purchaser refuse to accept these GTCS&D, Stradom S.A. may suspend goods' release and delivery, until the GTCS&D are accepted. The Seller shall specify a reasonable period for GTCS&D acceptance. In the event of ineffective expiry of such period, the Seller shall be entitled to withdraw from the contract.
6. The General Terms and Conditions of Sale and Delivery of Stradom S.A. shall prevail over any General Terms and Conditions of Purchase/Order of the Purchaser.
7. Apart from the provisions of the GTCS&D, the Seller allows for the possibility of concluding individual contracts, and reserves the right to accept parts of orders or to reject orders without stating the reasons.

III. RETENTION OF TITLE

1. The title to the goods shall remain with the Seller until the total price is paid to the Seller. In the event of joining, mixing, modifying, or processing items, the parties shall become co-owners of the final product. Application of Art. 193(2) of the Civil Code is hereby expressly excluded.

- The risk of loss or damage to the goods shall pass to the Purchaser at the moment of release of the goods to the Purchaser or to the carrier, regardless of who covers the transport costs.

IV. PRICE

- Prices specified in the offers shall remain binding during the period specified in such offer. Should an offer fail to specify such period, the prices shall be deemed binding for 5 working days of the date of the offer.
- Product price shall be based on the arrangements valid as of the date of the written order confirmation.
- Offers transmitted via letter, fax, or e-mail, shall not constitute a basis for contract conclusion. Contracts shall be concluded upon receipt of the Purchaser's written order, dispatch of an order confirmation by the Seller, and the final written acceptance by the Purchaser of the terms and conditions specified in the order confirmation.
- Payment shall be made in the currency specified on the invoice.
- The Purchaser agrees to make payment within the period specified in the offer or, in the event the offer fails to include such specification – on the VAT invoice issued by the Seller. Payment date shall be the day when the Seller's bank account is credited with the amount (and currency) specified on the Seller's invoice.
- The Seller reserves the right to change product prices if the circumstances arising after contract conclusion substantiate price increase, e.g., increase in the prices of raw materials or power supply, changes in the legal regulations or other provisions, which are beyond the Seller's control. Price increase shall not exceed the actual increase in the price components.
- Discounts, rebates, and price reductions are granted solely in writing, in the form of a note on the respective invoice or corrective invoice.
- Prices quoted by the Seller are net prices and are subject to VAT at the applicable rates.
- Should the Purchaser delay any contractual payment by over 7 working days, the Seller shall be entitled to suspend performance of any other contracts, orders, or agreements (including goods' release), until the Purchaser settles all amounts due plus interest. Should the Purchaser delay any payment due to the Seller by over 30 days, the Seller shall be entitled to withdraw from the contract of sale without granting any additional payment period. The Seller shall not be held liable for any damage so caused.
- Should the Purchaser's financial situation deteriorate, the Seller shall be entitled to exercise the rights specified in the preceding section, unless the Purchaser establishes an additional security to the benefit of and approved by the Seller. Assessment of the Purchaser's financial situation and approval of additional security shall be at the Seller's sole discretion.
- Any trade credit granted to the Purchaser by the Seller may be limited or revoked at any time. This does not apply to already existing claims.

V. PAYMENT TERMS, TRADE CREDIT LIMITS

- Trade credit is granted by the Seller on the basis of the documents specified in item II (4).
- The Purchaser shall be entitled have the credit limit increased if it submits to the Seller a security in the form of a bank guarantee, mortgage, or another type of security acceptable to the Seller.
- The Seller shall be entitled to alter the payment terms in the event of delayed settlement of amounts due by the Purchaser.
- The Purchaser shall be entitled to apply for an extension of the due dates upon expiry of the 3-months' grace period, by submitting relevant documents specified in item II (4).
- Invoices issued by the Seller shall be payable within the period specified on the relevant invoice, running from the invoice issue date.

The Purchaser shall not make any deductions from the amounts due for products without the Seller's written consent. In particular, this applies to debit notes or other costs incurred in connection with a complaint or delayed delivery. Discounts may be deducted solely if the Purchaser makes a timely payment. In the event of unjustified deduction, the Purchaser shall refund the wrongfully retained amounts within 3 days of receiving a refund demand from the Seller.

- In the event of delayed payment, the Seller shall be entitled to charge statutory interest, starting from the date when the payment period specified on the invoice expires, unless the costs incurred by the Seller exceed the amount of statutory interest.
- In the event of delayed payments or any other actions of the Purchaser to the detriment of the Seller, the Seller reserves the right to suspend deliveries or services, until the obstacle affecting performance is removed.
- In the event goods are ordered but not collected, order is cancelled, or any other type of non-performance occurs, the Seller shall be entitled to charge contractual penalty at the rate of 50% of the order value.
- Should the customer cancel an order involving customized goods, the contractual penalty shall be charged at the rate of 100% of order value. Any prepayments made by the Purchaser with regard to such order shall be applied towards the aforesaid contractual penalty.
- The Seller shall be entitled to seek compensation exceeding the amount of contractual penalties.

VI. COLLECTION AND PROPERTIES OF GOODS

- The Purchaser undertakes to inspect the goods upon collection for quantity, compliance with the attached technical specifications, and any visible defects. Upon goods inspection, a release note shall be signed. Signing a release note shall be deemed a confirmation the specified parameters against the orders and acknowledgement of no defects which could be discovered during goods inspection upon collection. The Purchaser shall not be released from its obligations set forth herein and from the consequences of their non-observance by invoking the adopted practice of trade and collection.
- The parameters and technical properties of goods shall not be deemed the Seller's confirmation of any data included in any Quality Certificates type 3.1, approvals 2.2, test results, certificates and approvals issued by external institutions and potentially attached by the Seller to the goods, i.e., said certificates, approvals, and test result shall not be considered an assurance that a given product complies with their criteria. Such documents provided by the Seller shall only be the Seller's information that,

in accordance with the manufacturer's declaration, the goods were produced in accordance with the criteria specified in said documents.

3. Goods sold as factory seconds are not subject to complaint or return.
4. In cases where the Seller undertakes to provide the Purchaser with documents referred to in section 2, it shall do so within 1 month of goods release.

VII. QUANTITY

Due to the nature of the Products, the Seller asserts that the goods comply with the specifications in the Product Data Sheet provided together with order confirmation, or upon customer's request, or with any other signed document issued by the Seller, specifying the tolerances and deviations allowed according to the commonly accepted commercial practices and manufacturer's practice in terms of dimensions, tolerances, and deviations, compliant with the applied methods of control and measurement.

VIII. QUALITY

1. The Purchaser shall be responsible for ensuring that the technical specifications, quality and quantity of products specified in the Purchaser's order or contract suit its needs.
2. Should an order fail to specify product standard or a description of the desired product quality, the ordered goods shall be delivered as standard commercial goods, without any liability for special quality requirements.
3. Relevant approvals, certificates, declarations of conformity, or other documents confirming product quality, shall be attached to the delivered goods only if such requirement is stated in the order or contract. The Seller shall be responsible for ensuring that the attached documents pertain to the goods actually delivered.
4. Approvals and certificates may be subject to a fee and may be provided after product delivery for reasons not attributable to the Seller.

IX. PACKAGING

1. The Seller shall use its best efforts to ensure proper packaging of products.
2. Packaging materials shall be allocated to the Seller's own costs and shall not be returned, except for pallets. The Seller may demand a deposit for returnable pallets in the amount agreed with the Purchaser.
3. The value of pallets shall be specified on invoices as a separate item.

X. COMPLAINTS, DEFECTS LIABILITY

1. The Purchaser shall be responsible for inspecting the delivered goods and for immediate reporting of any visible quantity and quality defects on the delivery note.
2. Should, upon goods inspection, the Purchaser find any deviations from the goods release note, it ought to notify the Seller in writing of the discovered defect and its nature immediately upon defect discovery, and in any case before processing or reselling the goods.
3. The Seller shall not be held liable for defects not reported within the periods specified hereinabove.
4. A complaint form shall be accompanied with samples or pictures of the product subject to complaint and copies of product labels (reflecting the essence of complaint). To ensure compliance with the prescribed deadlines, defect notes should be sent before deadline expiry by a registered letter, fax, or e-mail.
5. Upon notifying the Seller about defects or damage, the Purchaser shall be obliged to keep the defective goods or those damaged during transport, so as to allow for inspection by the Seller. Upon the Seller's demand and at the Seller's expense, the Purchaser shall return the defective or damaged goods to the Seller. The Seller shall not be held liable for defects, damage, or any other shortcomings, if it was not presented such defective or damaged goods for inspection.
6. Failing to report a complaint within the terms specified hereinabove shall terminate the Purchaser's right to complain.
7. The Purchaser shall deliver the goods subject to complaint to the Seller's seat at its sole expense and risk. Such costs shall be reimbursed to the Purchaser only if the Seller considers the complaint as legitimate. Should the complaint be considered unjustified, the Purchaser shall be responsible for the costs of return transport and any additional costs incurred by the Seller, including but not limited to costs of selection or potential laboratory tests.
8. The Seller shall be allowed to provide the Purchaser with a batch of substitute goods, identical in terms of type and quantity with the goods subject to complaint, whereas the Purchaser shall cover the costs of delivery of such substitute goods. Should the complaint be considered legitimate, the Seller shall reimburse the aforementioned costs to the Purchaser. Should the complaint be considered unjustified after the dispatch of substitute goods, the Purchaser shall recollect and pay for the goods subject to complaint. Should, despite the complaint being considered unjustified, the Purchaser fail to recollect the goods subject to complaint, it shall bear the costs of their recycling. This does not exempt the Purchaser from the obligation to pay for said goods.
9. Goods subject to complaint shall be delivered in original packaging and protected against damage during transport. In the event the Purchaser repackages the goods, it shall do so in accordance with appropriate and verifiable procedures preventing goods' contamination. Each case of repackaging by the Purchaser shall transfer the liability from the Seller to the Purchaser in terms of product properties which may be affected by repackaging.



10. In justified cases, the Seller shall be entitled to delegate its representative – a Quality Controller – to the Purchaser's seat or the actual location of storage of goods subject to complaint, in order to assess the grounds for complaint. This shall be each time agreed with the Purchaser. Any documented costs of such procedure shall be borne by the Seller, unless the complaint is considered unjustified, in which case said costs shall be borne by the Purchaser.
11. The Seller shall not consider complaints related to goods which have been used or processed by third parties. Also, the Seller shall not be liable for any defects whatsoever, resulting from improper use, assembly, processing, or handling of the goods. When guaranteeing the goods' parameters specified in the Product Data Sheet, the Seller has no control over the end products manufactured with the use of such goods, and shall not be liable for the end products manufactured by the Purchaser with the use of the Seller's goods. Also, the Seller shall not be liable for any damage whatsoever caused to any third parties, nor for any losses, including direct losses or personnel costs, so caused.
12. The Seller shall consider a complaint within a maximum period of 21 days of receiving samples or pictures of the goods subject to complaint, and all necessary information required for considering a complaint. When considering complaints, their legitimacy shall be assessed in line with the applicable technical standards and good practice, depending on the type of complaint.
13. In the event of a rejected complaint, the Seller shall be entitled to charge the Purchaser with the costs of complaint handling (administrative costs) in the amount of EUR 25.
14. Should a complaint be considered legitimate, the Seller may, at its sole discretion, either remove the defect or replace the goods with new, defect-free products, or apply a price reduction. Complaints so considered shall not be subject to any further claims.
15. Should the goods subject to complaint not be returned to the Seller, the Purchaser shall store such goods in a proper manner, preventing their damage or loss, until the complaint is considered.
16. The Seller's liability for damage caused as a result of defects in the event of the Purchaser's exercise of statutory warranty rights shall be excluded under Art. 558 of the Civil Code. Also, the Seller shall not be liable for any damage caused by the products manufactured by the Purchaser with the use of the goods delivered by the Seller. The Seller shall not be liable towards the Purchaser or any third parties for production losses, loss of profit, loss of use, loss of contracts, or any other consequential or indirect loss whatsoever.
17. The Seller shall not be liable for goods used against their intended purpose and technical properties, damaged as a result of defects in workmanship and design caused by third parties, or non-observance of manufacturer's recommendations and instructions.
18. A condition for acceptance of any goods questioned by the Purchaser is that such goods be undamaged, unprocessed by the Purchaser, and identifiable in terms of the parameters specified in the approvals, declarations, and Product Data Sheets.
19. Any quantity and/or quality complaints shall not entitle the Purchaser to withhold payment for delivery, or to make any deductions from the amounts due for the goods.
20. The Seller shall be entitled to suspend satisfaction of the Purchaser's complaint claims until the latter settles all outstanding amounts due to the Seller.

XI. GOVERNING LAW, PLACE OF PERFORMANCE, JURISDICTION

1. The legal relations with the Purchaser shall be governed exclusively by the Polish law. The place of performance of any obligations hereunder shall be the City of Częstochowa.
2. Any disputes arising directly or indirectly from these present provisions shall be submitted for settlement by the Polish court of local and subject matter jurisdiction over the Seller's seat.

XII. FINAL PROVISIONS

1. The rights resulting from a contract concluded with the Seller, and the orders placed with the Seller, shall not be transferred to any third parties without prior written approval of the Seller.
2. Should any provision of these present GTCS&D prove invalid, the remaining provisions hereof and the orders placed hereunder shall remain valid and binding. The parties shall replace such invalid provision with a valid one, which will best reflect the meaning and purpose of the replaced invalid provision.
3. By accepting these GTCS&D, the Purchaser consents that its personal details be processed by the Seller for the purpose of order performance, as well as for marketing purposes related to the Seller's operations.
4. Any matters not regulated herein shall be subject to the provisions of the Civil Code and the Act of 12th June 2003 on payment terms in commercial transactions (Official Journal of Laws Dz. U. No. 139, item 1323).