



General Terms and Conditions of Sale

1 General Provisions

- 1.1. These General Sale Conditions shall apply to any contracts' provisions, based on which RUETGERS Poland Sp. z o.o. (hereinafter referred to as the Company) sells or provides, for a payment, goods, services or rights to any legal entity authorised to participate in trade (a Buyer or a Contracting Party, respectively), excluding a consumer pursuant to article 22¹ of the law of 23 April 1964 – the Civil Code (Dz.U. [Journal of Laws] of 1964, No. 16, item 93, as amended).
- 1.2. Any deviations and differences from the content of these General Sale Conditions shall not apply unless agreed by both contract parties in writing.
- 1.3. These General Sale Conditions shall apply to all future business relations and similar transactions between the contract Parties, without the need to be referenced to by any of the Parties. This condition is also fulfilled when in the content of another contract concluded by the Parties, only the clause referring to these General Sale Conditions is included, on the basis of which the Parties previously concluded their business transactions.
- 1.4. INCOTERMS 2010 shall apply to the matters not regulated otherwise by these General Sale Conditions or contractual/order provisions, as well as in the case of contradictory statements.

2 Offers

- 2.1. The contract conclusion offer submitted by the Company shall be valid throughout its binding period and, if no deadline for approval was defined, it shall expire if not approved immediately by the Contracting Party.
- 2.2. The offer can be withdrawn by the Company prior to the contract conclusion if the declaration of withdrawal had been submitted to the Contracting Party prior to the Contracting Party's approval of the offer (order) unless the offer approval deadline defined by the Company has not expired yet.
- 2.3. Any changes to the Company's offer by the Contracting Party shall be the changes which require written confirmation by the Company.
- 2.4. In the event the Company submits an offer in the electronic form or the website address where the General Sale Conditions are available are specified in the Company's offer, the contract conclusion (and placing an order by the Contracting Party, respectively) shall mean approval of the content of these General Sale Conditions sent to the Contracting Party along with the Company's offer.
- 2.5. Any changes of the order content introduced by the Contracting Party after approval of the order content by the Company shall entitle the Company to additional payment for the changed order completion.
- 2.6. In the event preparation or negotiations of the offer submitted to or by the Company in order to conclude a contract involve making commercial visits of the Parties representatives, preparing relevant documentation (designs, cost calculations, etc.) by one or both Parties, such activities and efforts shall be made free of charge until the Parties make detailed written arrangements in this regard.
- 2.7. Any agreements concluded between the Parties shall be binding only if made or approved in writing.

3 Deliveries

- 3.1. The place of delivery/order completion shall be the receiver's address specified in the invoice or any other place expressly specified by the Contracting Party in the order.
- 3.2. The Contracting Party shall be responsible for ensuring the possibility of discretionary execution of deliveries within the agreed on dates and delivery acceptance place unless specified otherwise in the delivery/order completion formula.
- 3.3. Unless agreed otherwise, the order completion date shall be the date on which the Company's products have left the Company's registered office and, if it is impossible to establish this date, on the date, on which they have been issued to the Buyer. In the case of orders regarding services to be provided to the Contracting Party, the service provision date shall be the date of signing by the Contracting Party of a report confirming that the order has been correctly and fully completed.
- 3.4. Completion of a delivery in parts shall be allowed only if the Parties agreed to such a procedure.
- 3.5. The vis maior events, in particular strikes, unrest, protests, natural disasters or other events disturbing normal work of the Company or its Contracting Party, which are independent of both or one Party and have a major influence on meeting the contractual obligations by the Company, shall entitle the Company to extend the order completion period by the period equivalent to the period of the occurrence of such events, or to withdraw from a part or the entire contract in the event such circumstances make it partly or totally impossible to complete the order. The Parties shall inform one other on the occurrence of vis maior events immediately after their onset and cessation.

4 Shipments

- 4.1. The Company shall select the means of transport and the carrier and the risk and cost of transport of goods shall be borne by the Buyer unless agreed otherwise by the Parties.
- 4.2. The acceptance of the cargo by the carrier, including the railway, on the ship or other means of transport, shall exclude the Company's liability for improper loading or improper packaging of the cargo, as well as for possible weight losses or damages that may occur during transport.

- 4.3. Any price increases or additional costs resulting from detours, storage, etc., which were introduced or existed after the date of a contract conclusion/order submission, shall apply to the Contracting Party unless the Parties agreed otherwise.
- 4.4. In the event when it was agreed that goods will be transported to the destination by the Buyer's means of transport, the Buyer shall be responsible for making available such means of transport at the agreed place and time and in appropriate technical condition. The Company shall not be obliged to carry out inspections, cleaning and repair of the means of transport provided by the Buyer and such operations may be conducted for a payment based on a separate order of the Buyer if necessary to ensure proper condition of the shipped cargo. Moreover, the Buyer shall be responsible, based on general rules, for waste generated by the Buyer.
- 4.5. Containers or any other accessories provided by the Company to the Buyer under the loan or hire arrangements shall be returned at the original place of delivery free of charge, empty, clean and free from damage. The costs related to additional cleaning by the Seller shall be paid by the Buyer. The Buyer shall be responsible, regardless of whether there is negligence on the part of the Buyer or not, for any damage caused due to their improper use, damage or destruction.

5 Defects

- 5.1. In order to ensure the guarantee rights, the Buyer shall duly fulfil the Buyer's obligations as regards testing of the purchased products. The Company shall be notified of each quality or quantity defect in the delivery in the form of a complaint lodged immediately after such a defect has been identified, but not later than within 30 days of the delivery date – with information concerning the date of the order, invoice and shipment, otherwise the guarantee rights shall be deemed null and void.
- 5.2. If a complaint is deemed justified, the Buyer of a defective product shall be entitled to replacement of this product with a product free of defects at the expense of the Company or to a reduction in the selling price – as agreed by the Parties.
- 5.3. The guarantee claims shall expire after 12 months of the delivery date.
- 5.4. A product shall be deemed defective if it shows a significant deviation from the agreed specification and cannot be used due to reasons other than normal wear and tear that may occur after the transfer of risk and improper handling, excessive loads, the use of improper equipment or extraordinary unforeseen external factors.

6 Liability

- 6.1. The Company shall be fully liable for any damage caused by culpable violation of applicable provisions of the law relating to the liability for dangerous products under the terms stipulated in article 449¹–449¹⁰ of the law of 23 April 1964 – the Civil Code (Dz. U. 1964, No. 16, item 93, as amended) by the Company, its representatives and employees.
- 6.2. The Company shall be liable for non-performance or improper performance of contractual obligations unless such non-performance or improper performance is caused by circumstances for which the Company is not liable.

7 Prices

- 7.1. Unless agreed by the Parties otherwise, the prices shall be ex-works.
- 7.2. For the purposes of proper calculation of prices, weights and quantities of products verified at the Company's plant shall be used.
- 7.3. The changes in tax rates, customs fees and freight rates previously included in the product or service price – in the scope in which they occurred between the order placement and completion dates – shall entitle the Company to include them in the product or service price.

8 Retention of Title

8. The sold products shall be the property of the Company until payment of the total selling price by the Buyer (article 589 of the law of 23 April 1964 – the Civil Code (Dz. U. 1964, No. 16, item 93, as amended)).

9 Payment

- 9.1. Unless agreed otherwise by the Parties, payments for sold goods or services of the Company shall be made within 14 days of the invoice date.
- 9.2. The date of payment made to the Company shall be the date on which the Company's bank account has been credited.
- 9.3. If payment is not made within the specified period, the Company may charge statutory interest for late payment.

10 Confidentiality Clause

- 10.1. The Company hereby stipulates that – both, in the period of economic cooperation, i.e. in the period of completion of jobs, orders, contracts or other instructions, and after this period – all organisational, technical, technological, financial, commercial or other data or information, as well as any other information regarding the Company and/or its business (hereinafter referred to as the "Information") provided and disclosed to the Contracting Party for the purpose of cooperation in writing, orally, as a result of made visits or otherwise, shall be treated by the Contracting Party as strictly confidential. If the Contracting Party fails to meet this confidentiality obligation, it may be held liable for damages by the Company.

- 10.2. The Company shall remain the owner of the copyright or related rights to the content of plans, drawings, drafts, diagrams, charts, valuations, opinions, reports and similar documents and works that concern the organizational, technical, technological, commercial and financial solutions or any other solutions related to the offered products or services, provided by the Company in the course of business contacts aimed at the conclusion of a contract and in the period of the performance of this contract. Such documents may not be made available and their content may not be disclosed by the Contracting Party to third parties without the prior written consent of the Company.

11 Severability

- 11.1. If any provision of these General Sale Conditions or the signed contracts is held invalid or unenforceable in whole or in part, or if it contains a loophole, it shall not affect the validity of the remaining provisions and all arrangements made by the Parties.
- 11.2. If this is the case, the Parties shall agree and replace the invalid or unenforceable provisions or close the identified loophole with new provisions equivalent to the provisions, which have been held invalid, or introduce provisions that shall come as close as possible to the intentions and objectives of the Parties at the conclusion of the contract and act as if those provisions have been agreed from the moment when the provisions being replaced have been held invalid or unenforceable or from the moment when a loophole has been identified in the contract.

12 Governing Law

The contracts entered into by the Company shall be governed by the Polish law and shall be dealt with in Polish.

13 Language

Any translation of this document into other languages shall be for reference only and the version in Polish shall be binding.

14 Disputes

- 14.1. All disputes arising out of the completion of orders or performance of other contractual obligations of the Parties shall be settled by the Parties amicably, keeping in mind their mutual interests and making all efforts to seek a compromise.
- 14.2. If the Parties fail to work out a compromise, the dispute shall be settled, pursuant to the Polish law, by a common court of law having jurisdiction over the Company's registered office.

These General Sale Conditions of RUETGERS Poland Sp. z o.o. shall become effective on January 1st 2013