



GENERAL TERMS AND CONDITIONS OF SALE

I.GENERAL

1. These General Terms and Conditions of Sale constitute an integral part of the contract for the sale of goods and services offered by GLOBMETAL Kamil Pawlak with its registered office in Sianów 76-004 at ul. Dworcowa 56.
2. Definitions applied in these GLOBMETAL Kamil Pawlak General Terms and Conditions of Sale:

GTCS- General Terms and Conditions of Sale.

Seller/GLOBMETAL- GLOBMETAL Kamil Pawlak company with its registered office in Sianów.

Buyer/Customer- a legal person, a natural person and an organisational unit with no legal personality who/which addressed a trade enquiry or order concerning goods and services from the GLOBMETAL offer.

Order/Contract- a written declaration made by the Buyer addressed to GLOBMETAL and including necessary elements of a sale agreement, in particular the type of product, quantity and its price.

3. GTCS constitute an integral part of the contract for the sale of goods and services. Any deviations from or amendments to these GTCS shall be made in writing , otherwise being null and void.
4. The buyer shall be obliged to become acquainted with GTCS before placing an order. Placing an order by the Buyer shall be considered as the acceptance of GTCS. Should the Buyer fail to accept these GTCS, GLOBMETAL shall be authorised to suspend the release and delivery of goods until GTCS are accepted by means of making a written declaration by the Buyer. The partial or total acceptance of the goods shall be equivalent to the acceptance of GTCS.
5. The Parties may exclude the application of particular provisions of GTCS and amend certain provisions only in the form of a written contract.
6. GTCS shall be given to the attention and acceptance of the Buyer at the latest on the day of placing the order, additionally they shall be available on the website www.globmetal.pl. If the Buyer keeps the permanent trade relations with the Seller, GTCS accepted by the Buyer at first order shall be deemed accepted for all subsequent orders and sales contracts until the content of GTCS is amended or the application of GTCS is revoked.



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II.CONCLUSION OF THE CONTRACT

1. The contract shall be concluded on the basis of an order placed by the Buyer and of its terms and conditions being accepted, which shall be confirmed by GLOBMETAL. The order and the confirmation of the order's acceptance may be submitted in writing via fax or e-mail. The persons acting on behalf of the Buyer must present the authorisation to act on behalf of the Buyer and at the first order the copy of documentary evidence of the Buyer's entrepreneur status (entry in the Business Activity Register or in the National Court Register KRS , certificate of a tax identification number NIP, certificate of a REGON statistical number).
2. GLOBMETAL hereby reserves the right to refuse to accept the order within 5 working days from the receipt of the order. The cancellation of the order must be made by the Buyer in writing, otherwise being null and void. If the order is not accepted or cancelled by the Buyer, the contract shall not be concluded.
3. GLOBMETAL shall not be obliged to check whether the technical documentation (drawings, designs and models) provided to him with the order infringes the intellectual property rights of the third party. The Buyer shall be liable towards the authorised third party for the infringement of the intellectual property or for causing the danger of infringement .
4. GLOBMETAL allows for the possibility of concluding individual contracts apart from the regulations included in GTCS, and reserves the right to accept the orders in parts and to reject the orders without giving any reason.
5. Unless otherwise agreed in writing under pain of invalidity, any deviations from or amendments to GTCS shall apply to the particular commercial transaction only on a one-off basis.
6. If the Buyer provides materials for the performance of the contract, GLOBMETAL shall be obliged to make the products from materials provided by the Buyer only if so agreed in the contract. In other cases GLOBMETAL shall be entitled to use other materials of the parameters corresponding to the materials provided by the Buyer. If the material provided by the Buyer has no properties necessary for the proper production of products or the material has defects which may cause the damage of the machines or devices, the Buyer shall be obliged to redress the damage caused within seven days from the receipt of the notice from GLOBMETAL.
7. The Seller shall not be liable for any changes in characteristics of the material provided by the Buyer caused by its profiling made in accordance with the order.
8. If, by mutual written consent as regards any change in the accepted order, the subject matter of the contract and/or the quantity changed, and if any changes to other terms and conditions of this order occurred, GLOBMETAL reserves the right to change the price of the subject matter.



III. INFORMATION ON GOODS, OFFERS, MODELS

1. Announcements, advertisements and catalogues of the goods offered by the Seller are intended to be solely informative. Models and samples exhibited by the Seller constitute the demonstrative and display materials.
2. By accepting the order/concluding the contract GLOBMETAL undertakes to provide the goods and services consistent with the Buyer's order. The Seller shall not be liable for the correctness of the selection of the ordered product in a particular use by the Buyer or his contractors.
3. Unless the technical documentation provided by the customer stipulates otherwise, GLOBMETAL reserves the right to have a margin of accuracy tolerance for making products in accordance with the applicable tolerances of technical parts after mechanical processing.
4. Approvals, certificates, declarations of conformity or other documents confirming the quality of goods shall be attached to the provided goods or sent electronically if such a requirement is marked in the order or contract. The Seller shall not verify technical information included in the approvals, certificates and other documents confirming the quality.
5. The Seller emphasises that in case of products made of stainless steel, the defects stipulated by standards may not be excluded. Therefore, before the first use the Buyer undertakes to have the products tested according to their specific purpose required by the Polish law.

IV. TERMS OF PAYMENT AND DELIVERY

1. Prices of the goods offered by the Seller do not include VAT, unless specified otherwise.
2. Invoices issued by the Seller shall be paid within the term indicated in the invoice. The day of payment shall be the day on which the amount has been credited to the GLOBMETAL account or the day of issuance of a cash receipt (KP).
3. If no other rules for payment were established in writing under pain of invalidity, the Customer shall be obliged to make 100 % prepayment towards the price of purchase or service within 2 working days from the day the order was accepted by GLOBMETAL.
4. The Customer shall make a payment to GLOBMETAL in the agreed currency, and the day of payment shall be the day on which the amount has been credited to the GLOBMETAL account.
5. The Customer shall not be entitled to withhold a payment due to the warranty claim as well as to make any deductions from receivables due to GLOBMETAL towards the Customer.
6. In the event of the Buyer's late payment or any other activities detrimental to the interests of GLOBMETAL, GLOBMETAL reserves the right to suspend deliveries or performance of services until the obstruction is eliminated.



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- 6.a. If the Buyer fails to make a payment on the due date, GLOBMETAL shall be entitled to charge the Buyer default interest at the annual rate of 16%.
- 6.b. In the event of late payment of the amounts due from more than one invoice, GLOBMETAL shall have the right to consider any payment made by the Buyer in the first place as the default interest due, and then as the amounts due with the earliest expiry date, regardless of the different instructions made by the Buyer.
7. If the Buyer orders the product and then fails to collect it or if the Buyer in any other way does not follow the provisions of the contract, GLOBMETAL shall be entitled to charge a contractual penalty at the amount of the gross order value (i.e. with the value added tax which would be added if the product was collected). In that case any prepayments made by the Buyer related to this order shall be credited to the above-mentioned contractual penalty.
8. The parties establish the date of collection of the article made by GLOBMETAL to be 7 days. In the event of default in collecting the goods, the Buyer may be charged with the costs of storage, without prejudice to any other rights the Seller is entitled to.
9. If the Customer does not collect the articles made according to the order and specification sent by the Customer within 30 days, GLOBMETAL shall introduce the disposal procedure (scrapping, utilisation, etc.), and the Customer shall be obliged to make a payment for the custom-made articles.
10. If the order is settled in the currency other than PLN and unless agreed otherwise by the parties, the values on the invoice are calculated based on the average exchange rates of the National Bank of Poland (NBP) applicable on the day preceding the day on which the invoice was issued.
11. The final price of the goods shall be settled on the basis of the current prices applied by the Seller on the day of placing the order.
12. Any rebates, discounts, bonuses, etc. offered by the Seller shall be individually set in writing.
13. The costs and the delivery method of the goods and additional services shall be set individually upon accepting the order. If no arrangements are made, the goods shall be implicitly deemed to be collected at the GLOBMETAL company's office.
14. Unless agreed otherwise in writing, the goods delivery/ damage or loss risk shall be transferred to the Buyer upon passing the goods to the authorised person, including a forwarder or a carrier.
15. Delivery shall be deemed to be effected on time if the goods are delivered within 3 working days from confirmed delivery date.
16. The Seller shall use all reasonable endeavours to pack the goods properly. The materials used for packing shall be credited towards the Seller's own costs and they shall not be subject to any return, except for the pallets. The Seller may charge a deposit for the returnable pallets at the amount agreed with the Buyer.



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17. Requirements concerning packing, protecting or marking other than standard ones and all related costs shall be agreed in writing otherwise being null and void not later than upon the order acceptance.

V. COMPLAINTS

1. The Buyer shall be obliged to examine the goods upon delivery in terms of quantity and quality.
2. Any quantity and quality complaints shall be made immediately after the receipt of the goods but not later than within 3 days from the receipt of the goods, otherwise the rights under quantity and quality discrepancies being null and void. While considering a quality complaint, its grounds shall be assessed with the consideration of the technical standards in force.
3. The assurance of the unambiguous identification of the product which is confirmed to be the GLOBMETAL product and a detailed description of the defect/lack, and submitting the evidence supporting the occurrence of defect/lack in the form of digital photographs or examination results/measurements constitute the condition necessary for considering the complaint, in compliance with the scope of the complaint application.
4. The goods in question shall be available in the unprocessed form at GLOBMETAL disposal for the entire duration of the complaint until its completion, i.e. until sending information by the Seller.
5. If the complaint is considered reasonable, GLOBMETAL may at its sole discretion either replace the goods with the new ones free of defects or eliminate a defect. The settlement of the complaint as described above excludes the possibility to demand further compensation.
6. If only some of the goods delivered and sold are defective and it is possible to disconnect them from the goods free of defects, the Buyer shall have the right to resign from the order or to withdraw from the contract but only in respect of the defective goods.
7. Until the complaint is finally considered, the Buyer shall be obliged to keep claimed goods in an appropriate way, preventing the damage or further defects.
- 7.a. GLOBMETAL shall be exempt from liability for goods warranty if the Buyer was aware of the defect upon placing the order, concluding the contract or collecting the goods, as well as in other situations stemming from legal regulations in force.
8. GLOBMETAL shall not be liable for the damage caused during the unloading of the goods. Nor shall GLOBMETAL be liable for the damage caused by improper use or storage of the goods by the Buyer.



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9. The product which is returned to GLOBMETAL shall be subject to quantity and quality control. GLOBMETAL reserves the right to refuse acceptance of the returned product if the product is found damaged to the greater degree than it was declared in the complaint application.
10. No claim as to the quantity and/or quality of the goods shall authorise the Buyer to withhold the payment due for completed deliveries.

VI. FINAL PROVISIONS

1. GLOBMETAL reserves the right of ownership of the item sold until the entire price of that item is paid.
2. By concluding the contract the Buyer shall accept GTCS and permit to gather and process personal data by GLOBMETAL for the purpose of completing the order as well as for marketing purposes connected with its business activity.
- 2.a. The Buyer shall be entitled to all rights pursuant to the provisions of the Act of 29 August 1997 on the Protection of Personal Data/ Journal of Laws of 2002, no. 101, item 926 as amended/, in particular the right to inspect his/her own data.
3. In the event of ineffectiveness or invalidity of particular provisions of GTCS, the other provisions and the orders executed under them shall remain valid. The parties shall endeavour to agree upon the effective provision replacing the provision ineffective or invalid, which shall reflect faithfully its sense and intention.
4. The parties remain in a legal relationship under the Polish law.
5. In any matters not regulated in these terms and conditions, provisions of the Civil Code shall apply.
6. If particular provisions of these terms and conditions are declared invalid, the other provisions shall remain valid, unless otherwise agreed by the parties.
7. If, due to force majeure, GLOBMETAL is not able to execute the Buyer's order in accordance with the contract, GLOBMETAL shall be entitled to postpone the date of delivery until the force majeure and its effects are ceased, and if the elimination of the obstructions which have arisen is difficult to be estimated, the Buyer shall be entitled to withdraw from the contract wholly or in part with no further obligations stemming from it. The postponement of the date of delivery and GLOBMETAL's partial or whole withdrawal from the contract shall not provide the basis for any claims of the Buyer, including the damages.
8. If GLOBMETAL infringes any obligations arising from the contract with the Buyer, the Buyer shall not be entitled to withdraw from all contracts existing between the parties.



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9. Any disputes arising in connection with contracts concluded on the terms and conditions specified in these terms and conditions shall be resolved by the court competent for the registered office of GLOBMETAL.
10. The Buyer shall be obliged to immediately notify GLOBMETAL of each change of its registered office, company, legal form of the business and correspondence address. If no notification is made, the service delivered in accordance with the data included in the order shall be deemed effective.
11. GLOBMETAL shall be entitled to amend GTCS. The amendments shall become effective towards the parties upon GTCS being delivered to the Buyer in a manner that permits the Buyer to become acquainted with them.