

GENERAL TERMS AND CONDITIONS OF SALE

Applicable in contracts concluded by
Grill-Impex Polska Spółka z ograniczoną o odpowiedzialnością

§1

INTRODUCTION

1. These General Terms and Conditions of Sale apply to the sale of commercial goods by Grill-Impex Polska Spółka z ograniczoną odpowiedzialnością with its seat in 06-230 Różan, Kaszewiec 5, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warsaw, Warsaw, 14th Commercial Division, under the number KRS 0000318664, NIP 7571454235, REGON 141736878, hereinafter referred to as "Seller", to other entrepreneurs, hereinafter referred to as "Buyer". The General Conditions of Sale constitute an integral part of the sale agreements with Grill-Impex Spółka z ograniczoną odpowiedzialnością.
2. The conclusion of the sales contract takes place on the basis of the Buyer's written order and the Seller's written order confirmation. The order should contain a declaration signed by the Buyer that the Buyer is familiar with the General Terms and Conditions of Sale, accepts them and recognizes them as binding.
3. Acceptance of the General Terms and Conditions of Sale (GTCS) with one order with a specific contractor is considered as their acceptance for all other sales orders and contracts.
4. The GTCS of the performance of contracts with a different content applicable at the Buyer's are not accepted by the Seller.
5. All letters prepared by the Buyer and the Seller (orders, order confirmations, etc.) should be made in Polish or English, unless the Seller agrees in writing to commercial communication in another language.
6. The provisions of these GTCS may only be changed in writing under penalty of nullity. The conclusion of a separate sales contract excludes the application of these GTS only to the extent regulated in it differently.
7. Different arrangements between the parties, agreed and confirmed in writing, take precedence over the provisions of the GTCS.

§2

THE TERMS USED IN THESE GENERAL TERMS AND CONDITIONS OF SALE HAVE THE FOLLOWING MEANINGS:

1. Seller - Grill-Impex Polska Spółka z ograniczoną odpowiedzialnością with its seat in 06-230 Różan, Kaszewiec 5, entered into the Register of Entrepreneurs by the District Court for the Capital City of Warsaw, 14th Commercial Division, under the number KRS 0000318664, NIP 7571454235, REGON 141736878
2. Buyer - a legal person, an organizational unit without legal personality and a natural person running a business.

3. Payment date - the day on which the payment for the goods becomes due.
4. Product / Merchandise / Product - movable items, services, goods that are to be sold under a sales contract between the Seller and the Buyer.
5. Order - an offer to purchase products submitted by the Buyer in writing, delivered in person, by letter, courier, fax or e-mail, containing at least: the name of the ordered product, quantity, and Buyer's data necessary to issue a VAT invoice and company data, data contact details, method, date and place of receipt of the ordered products.
6. Confirmation - a written declaration of the Seller about the acceptance of the order, submitted to the buyer after its receipt, specifying at least the price of the goods, the total value of the goods ordered, the date of completion, place and terms of delivery / collection and payment terms.

§3

ORDER

1. Placing an order does not bind the Seller, and the lack of a reply does not mean that the order has been silently accepted. Acceptance of the order by the Seller for execution requires a written confirmation by the Seller. If the Seller accepts the order with reservations, the Buyer is bound by the content of these reservations, unless he presents his possible comments immediately. Immediate submission of comments shall be deemed to be the submission of a new order, and the mutual arrangements preceding the new order must be taken into account.

2. The fact of accepting the order (i.e. after the Buyer has confirmed the order in writing by the Seller) shall not bind the Seller in situations of force majeure and when the delivery or sale of products (goods) is impossible or excessively difficult. If the Seller's inability to perform the performance was due to force majeure, the Buyer shall not be entitled to any claim for compensation for the damage resulting from non-performance or untimely performance of the contract. The events referred to as force majeure include, among others fire, strike, embargo, suspension of foreign exchange transfers, energy restrictions.

3. An acceptable order should contain at least the following data:

- Buyer's data (name, address, tax identification number)
- The Seller's Product Code and / or the Buyer's Product Code
- Product Quantity
- Price
- Delivery terms - Incoterms 2020
- Place of delivery
- Delivery date
- Contact person - in the case of delivery notification
- Pickup location opening hours - for deliveries by the seller

- Contact details for invoicing

4. The Seller may withhold the sale in case of doubts as to the truthfulness of the data contained in the documents referred to in §3 section 3 of the GTCS.

5. Information posted on the Seller's website, catalogs, brochures, leaflets, advertisements and other publications - do not constitute an offer within the meaning of the Civil Code, even if they include a price. Publications regarding the products offered by the Seller are for informational purposes only, while the patterns and samples issued by the Seller are for demonstration and exhibition purposes only.

6. The cancellation of the order by the Buyer is allowed only in exceptional situations, after prior written agreement of the terms of cancellation of the order with the Seller. The Seller reserves the right to charge the Buyer with the actual costs that arose up to the time of cancellation - not greater than the value of the order.

§4

PRICES

1. The price of the goods is determined based on the arrangements in force on the date of the written order confirmation.

2. Offers submitted by phone, letter or e-mail do not constitute grounds for concluding a contract. The contract is concluded after receipt of the Buyer's written order, sending by the Seller a written order confirmation.

3. In the event of changes in fees and costs beyond the control of the Seller, which affect the amount of the price, occurring in the period between the conclusion of the contract and the delivery, the Seller reserves the right to change the price to an appropriate extent.

4. All prices quoted by the Seller are net prices, they do not include VAT.

5. Prices may be expressed in Polish zlotys (PLN) or in Euro (EUR). If the price is expressed in EUR, the Buyer may pay in PLN only with the consent of the Seller.

6. Prices include the cost of loading and, if separately agreed, the cost of transport to the place indicated by the Buyer, while the pallet is returnable at the Buyer's expense or is invoiced.

7. The Seller has the right to demand a prepayment for product elements personalized according to the Buyer's design (eg unit packages, collective packages, etc.). The Buyer makes the payment on the basis of the Proforma Invoice. The prepayment is settled in accordance with the separately agreed tasks between the Buyer and the Seller.

§5

TERMS OF PAYMENT

1. Unless the parties agree otherwise, the payment for the goods received should be made without any deductions by the Buyer, according to the agreed payment terms. The payment date is agreed with the contractor and indicated on the sales invoice. The date of payment shall be the date when the amount due is credited to the Seller's bank account or cash desk.
2. If the Buyer fails to settle the payment within the prescribed period, the Seller is entitled to charge statutory interest for each day of delay, as well as demand prepayment for goods from subsequent orders already accepted for execution.
3. Failure to meet the agreed payment terms is considered a material breach of the terms of the contract. It entitles the Seller to suspend further deliveries and to demand immediate payment of all payments due from the Buyer, including those for which the payment deadline has not yet expired.
4. The Seller has the right to withdraw from the contract for the sale of goods if the Buyer fails to pay the price within the agreed payment date and demand payment for product elements (e.g. packaging) and personalized products manufactured according to the customer's specifications, which are in the Seller's condition.
5. If the Buyer is late with payment, the Seller may sell its claims against the Buyer to third parties and charge the Buyer with all costs incurred in connection with their sale. In particular, it may claim from the Buyer the payment of discount costs, understood as the difference between the nominal value of the receivable sold and the price obtained for it.
6. If the Seller, after the conclusion of the contract, becomes aware of a significant deterioration of the Buyer's financial situation, as a result of which the satisfaction of the Seller's claims is at risk, he is entitled to demand their satisfaction regardless of the payment date.
7. If the Buyer is in delay with the payments due on the basis of more than one invoice, the Seller has the right to count any payment made by the Buyer for any invoice in the first place against the last due amounts. This provision repeals the debtor's rights referred to in Art. 451 of the Civil Code. At the same time, the Seller reserves the right to compensate for other receivables and liabilities, in accordance with the provisions of the Civil Code. The Buyer is not entitled to the Seller's right of retention or the right to submit a statement of deduction.
8. Quantitative and qualitative complaints do not entitle the Buyer to withhold payments for completed deliveries.
9. The Buyer undertakes to immediately notify the Seller in writing of each change of his seat or place of residence and correspondence address. Failure to notify means that delivery to the address indicated in the order is considered effective.
10. The Seller reserves the right that all delivered goods remain the property of the Seller until the Buyer pays the entire sale price.

§6

CONDITIONS OF DELIVERY

1. The basis for the release of the goods is the order placed in accordance with the commercial terms agreed by the Parties. Receipt of goods must be confirmed by an authorized person. Receipt of goods from the buyer's warehouse takes place:

- **Monday - Friday from 8 am to 3 pm**

2. The Buyer is obliged to collect the goods within 5 working days, after notification of its availability in the warehouse of the Seller. In the event of a delay in receipt, the Buyer may be charged with storage costs.

3. Each delivery is a separate transaction and may be invoiced separately by the Seller.

4. The confirmed order may be withdrawn by the Buyer in whole or in part only with the consent of the Seller. If the order is withdrawn, the Buyer is obliged to cover all related costs of the Seller.

5. The following circumstances are exempt from liability for non-performance or improper performance of the contract: force majeure and any other circumstances beyond the control of the Parties, such as general shortages of material, shortages and delays in the performance of orders by the Seller's contractors.

6. In the case of own collections on the EXW and FCA principles, confirmation of receipt of the goods and delivery must be documented by sending the Buyer a signed delivery document (signed CMR scan) and documents confirming customs clearance (IE529, IE599), for places of delivery where it is required, within 14 days from the date of receipt.

7. The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims due to delivery errors or delays caused by the actions of the logistics operator.

§7

LIABILITY FOR DEFECTS

1. If the order does not specify the compliance of the material with the standard or does not contain a description of the required quality of the material, it will be delivered as ordinary commercial goods, with no responsibility for any special quality requirements. The Buyer is obliged to know the technical parameters of the ordered goods. The seller delivers the goods in accordance with the order and is not responsible for its further use.

2. The Seller reserves a tolerance of 5% of the quantity of goods specified in the order, in relation to the total quantity of the delivered material, unless the Parties have agreed otherwise.

3. The Buyer is responsible for the immediate unloading of the goods. The unreasonable waiting time for unloading is charged to the Buyer.

4. The Buyer is obliged to examine the goods in terms of quantity and quality immediately after receiving them. If, after the examination, the Buyer finds quantitative or qualitative non-compliance with the delivery document, it is necessary for the Buyer to make an annotation on the bill of lading about the type of damage to the purchased goods (missing or damaged goods). The note on the bill of lading must be signed by the driver who made the delivery. In the case of personal collection, verification takes place during the release of the goods

5. Submitting quantitative complaints must take place immediately after receipt of the goods:

- For complaints arising from incorrect loading, at the latest on the day following the unloading of the goods;

- For complaints arising from damage caused during transport, at the latest on the day of unloading the goods under penalty of losing rights due to quantitative and qualitative deviations.

6. To meet the deadlines, the notification of defects in the goods sold should be sent before the expiry of the deadline by e-mail.

7. If the Buyer, at the request of the Seller, does not provide the advertised goods, the Seller shall consider the complaint unjustified.

8. The Seller is released from any liability under the warranty, if the Buyer knew about the defect, quality of the goods at the time of concluding the contract, placing the order, presenting him with an offer, delivering delivery documents, the quality of the product has been reduced due to the specific requirements of the Buyer despite information about this fact by the Buyer that the change is a deviation from the quality standards of the Seller, as well as other cases specified in applicable law.

9. The Seller shall not be liable for damages caused during unloading, as a result of improper use or storage of the goods by the Buyer, for errors in execution and design by third parties and as a result of failure to follow the manufacturer's recommendations and instructions.

10. If only some of the delivered goods are defective and can be detached from defect-free goods, the Buyer's right to resign from the order or withdraw from the contract regarding the execution of his order is limited to defective goods.

11. If, due to a physical defect of the goods, the Buyer withdraws from the contract regarding the implementation of his order or requests the delivery of a defect-free goods instead of the defective goods, he may not return the goods without the prior consent of the Seller.

12. The Seller may refuse to remove the defect if it requires excessive costs. In such a case, it will propose another form of remedying the defect or compensation.

13. Until the complaint is finally considered, the Buyer is obliged to store the goods under complaint in a proper and intact manner, preventing its possible damage or shortages.

14. Failure to submit a notification within the above-mentioned deadlines shall result in the Buyer's loss of the right to lodge a complaint.

15. In each case of a complaint, the basis for its consideration by the Seller is the preparation of a complaint protocol and photo documentation immediately after the complaint is submitted by the Buyer.

16. The Seller has the right to withhold from the Buyer the realization of his claims in connection with the complaint, until all outstanding financial obligations are settled by the Buyer. By accepting this complaint procedure, the Buyer waives the right to set off his claims.

17. Due to the complaint submitted by the Buyer, the Seller shall not be liable for indirect losses and lost economic benefits by the Buyer.

§8

APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE WITHIN INTERNATIONAL CONTRACTS

1. In the case of international deliveries, the Buyer undertakes to sign and seal and then return to the Seller's address by registered mail a copy of the sales invoice and shipping documents (scan of the signed CMR) and documents confirming clearance (IE529, IE599) with the price to document the receipt of the goods in accordance with the confirmation orders.

2. In the case of international sales contracts, the provisions of the GCS shall apply, mutual rights and obligations are governed by Polish law, and the court or arbitration competent for the settlement of disputes is the court competent for Grill-Impex Polska Spółka z ograniczoną odpowiedzialnością.

§9

CONFIDENTIALITY CLAUSE

1. During the term of the contract, the parties mutually undertake not to disclose to third parties any information received from each other regarding the contract or its implementation or other confidential information communicated to each other. Except when the obligation to disclose them results from legal provisions for the benefit of authorized state bodies.

§10

FINAL PROVISIONS

1. In matters not covered by these GTCS, the provisions of the Civil Code for the country of the seat of the Seller shall apply.

2. The texts of the contract and the GTCS in Polish are the original version.

3. If it is impossible to settle any disputes amicably between the Seller and the Buyer, the competent court to settle the dispute is the court competent for the seat of the Seller.