

GENERAL TERMS OF SALE
binding in contracts concluded by
Grill-Impex Spółka z ograniczoną odpowiedzialnością Sp. K.

§ 1

1. These General Terms of Sale (hereinafter referred to as GTS) specify the terms of concluding contracts for the sale of products and goods, of which the manufacturer / seller is Grill-Impex Spółka z ograniczoną odpowiedzialnością Sp. K. with the registered office 06-231 Młynarze, Sieluń 4A, entered into the Register of Entrepreneurs by the District Court for St. Warsaw, 14th Commercial Department, under the number KRS 0000318664, NIP 7571454235, REGON 141736878
2. GTS constitutes an integral part of all sales contracts concluded by Grill-Impex Spółka z ograniczoną odpowiedzialnością Sp. K. including contracts concluded in the form of a written order, offered to the entity that makes the purchase.
3. These GTS are contractual provisions binding the parties in the scope of the sale of goods. The parties exclude the use of other contractual patterns (general contract terms, sales conditions, contract templates, regulations, etc.) applied or set by the Buyer.
4. The provisions contained in these GTS may be changed only in writing. Conclusion of a separate sales agreement excludes the application of these GTS only to the extent regulated in it in a different manner.
5. Different arrangements between the parties agreed and confirmed in writing take precedence over the provisions of the GTS.

§ 2

The terms used in these General Terms of Sale mean:

1. **Seller** - Grill-Impex Spółka z ograniczoną odpowiedzialnością Sp. K. with the registered office 06-231 Młynarze, Sieluń 4A, entered into the Register of Entrepreneurs by the District Court for St. Warsaw, 14th Commercial Department, under the number KRS 0000318664, NIP 7571454235, REGON 141736878
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3. **Buyer** – a legal person, an organizational unit without legal personality and a natural person running a business.
4. **Payment date** - the day on which the payment for the good becomes due.
5. **Product/Goods** – movable items, services, goods to be sold on the basis of a sales contract between the Seller and the Buyer.
6. **Order** - an offer to purchase products submitted by the Buyer in writing, delivered in person, by post, courier, fax or e-mail, containing at least: the name of the product ordered, quantity, details of the Buyer, necessary to issue a VAT invoice and data about the company, data Contact details, method, date and place of receipt of the ordered products.
7. **Confirmation** – a written declaration of the Seller about the acceptance of the order, submitted to the buyer upon receipt, along with the determination of at least the price of the goods, the total value of the ordered goods, date of completion, place and conditions of delivery / receipt and payment terms.

§ 3

1. Information posted on the Seller's website, catalogs, brochures, leaflets, advertisements and other publications - does not constitute an offer within the meaning of the Civil Code, even if it has been provided with a price. Publications regarding products offered by the Seller are for information purposes only, while the samples and samples issued by the Seller are of illustrative and exhibition nature.
2. The Buyer's order should contain the following data:
 - a. The name of the Buyer - along with an indication of the exact address,
 - b. Tax identification number or equivalent,
 - c. Indication of the offer number if applicable,
 - d. Specification of the product indicated with the trade name or alphanumeric symbol from the offer,
 - e. The quantity of ordered goods,
 - f. Date, place and conditions of delivery / receipt of goods.
3. A condition for an effective conclusion of a sales contract is placing an order by the Buyer and a written confirmation of the order by the Seller (in the form of e-mail, fax, letter). Written confirmation of the order means that the Seller has received the order and accepted it for execution. Placing an order by the Buyer does not bind the Seller, and the lack of his response does not mean a tacit acceptance of the order.
4. The Seller may refrain from carrying out the sale in the event of doubts as to the veracity of the data contained in the documents referred to in §3 section 2 of the GTS.
5. Cancelling the order by the Buyer is only allowed in exceptional circumstances after prior written determination of the terms of cancelling the order with the Seller. The Seller reserves the right to charge the Buyer with actual costs that have arisen until the cancellation - no more than the value of the order.
6. If the Seller's inability to fulfil the provision was due to force majeure, the Buyer shall not be entitled to any claim for damages resulting from non-performance or untimely performance of the contract. Events referred to as force majeure include, among others, fire, strike, embargo, suspension of foreign currency transfers, energy restrictions.

§ 4

1. In the case of different arrangements between the parties, the price of the goods is the price resulting from the order confirmation.
2. The prices provided by the Seller are always net prices, to which the value added tax will be added at the rates from the date of invoice.
3. Unless otherwise agreed, the EXW shipping rules (INCOTERMS 2010) apply, plus the standard packaging of the Seller.

§ 5

1. The buyer is obliged to pay the amount due for the sale of the goods by the date indicated in the invoice.

2. The payment date shall be the day when the payment is credited to the Seller's bank account specified in the invoice or the day of payment in cash.
3. If the Buyer fails to settle the payment within the indicated period, the Seller is entitled to charge statutory interest for each day of delay, as well as to demand prepayment for goods from subsequent orders accepted for execution.
4. Failure to settle the payment within the period specified on the invoice authorizes the Seller to stop deliveries of goods and suspend the execution of already accepted orders. The Seller may make the execution of a new order placed by the Buyer, which is in arrears with payments or pays invoices inadvertently from the payment of the advance towards the Buyer's new order.
5. If the parties do not agree otherwise, the payment for the ordered goods is made without deductions and compensation of mutual claims.
6. Making a complaint does not release the Buyer from the obligation to pay for the goods within the set time limit.

§ 6

1. The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims due to errors in delivery or delays caused by the operation of the logistic operator.
2. Delivery dates resulting from agreements between the parties may change in the case of events for which the Seller is not responsible.
3. If the delay in the receipt of goods exceeds 7 days or if the Buyer refuses to accept the goods, he will bear all costs associated with the delivery of goods (reimbursement of transport, loading, unloading) as well as the Seller without the informing the Buyer in writing has the right to withdraw from the transaction and sell goods covered by the order to another entity.
4. The buyer is obliged to check the conformity of the delivered goods with the order immediately after receiving the goods. It is obliged to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered goods, and immediately (ie no later than 5 business days) to notify the carrier and the seller of reservations in this regard by preparing a report of non-compliance. The seller reserves the right to control the reported damage at the place of delivery.

§ 7

1. The Seller reserves the ownership of the goods sold, which has the effect that the Seller owns the goods until full payment for the goods received and other amounts resulting from the sales contract regardless of the place of storage.
2. Upon commencement of bankruptcy or composition proceedings in relation to the Buyer, he is obliged to mark the goods in a manner indicating the existence of a reservation of ownership in favor of the Seller. In the event of seizure of the goods owned by the Seller in the course of execution proceedings directed to the Buyer's property, he is obliged to immediately inform the Seller about this fact and cooperate in the exercise of his rights to the entity making the goods under any available means. The Buyer, upon the Seller's request, is obliged to immediately provide all information about where the goods covered by the reservation of ownership are stored.

§ 8

The Seller's liability for any damage caused by a defective product is limited by the decision of the Seller's insurer regarding the extent of damage recognition.

§ 9

By accepting these GTS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf at home and abroad, in connection with the implementation of contracts for the sale of goods offered by the Seller.

§ 10

The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties on matters covered by trade secrets

§ 11

1. The law applicable to GTS is Polish law.
2. The text of the contract and GTS in Polish is the original version.
3. In matters not covered by these GTS, the provisions of the Civil Code shall apply..
4. The annulment of individual provisions shall not affect the validity of the remaining provisions of the GTS.
5. The Parties will strive to amicably settle any disputes arising in connection with the implementation of agreements covered by these conditions. In the event of inconvenient settlement of the case, the competent court for the place of the Seller's registered office will be competent to resolve the dispute.

