

Date	Version	REG - 05	
2019-12-01	1	Sale General Conditions	

§ 1. Introduction

1. These general conditions of sale, hereinafter referred to as SGC [the Sale General Conditions], define the principles of cooperation between the parties in the scope of the sale of products and services offered by STEEL RBB for the CUSTOMER.
2. These general conditions of sale constitute a part of every offer, price list, and cooperation agreement, and commencement of cooperation in the scope of delivery constitutes also the acceptance of SGC.
3. The provisions contained in SGC may be amended only in writing to be valid. The conclusion of a separate sales contract excludes the application of these SGC only to the extent regulated in it in a different manner.
4. Different arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of SGC.
5. Definitions:

STEEL RBB - Steel RBB Sp. z o.o. Sp. K. with its registered office in Jarocin, ul. Wojska Polskiego 83, 63-200 Jarocin, website: www.steel-rbb.pl,

CUSTOMER - means any company or individual who purchases products or services from STEEL RBB, OFFER - means the current STEEL RBB commercial offer previously sent to the CUSTOMER.

ORDER - means the order regarding the sale of products or services submitted by the CUSTOMER to STEEL RBB, by mail, fax, or email based on the offer received.

The order should contain:

- a. CUSTOMER's registration data - name, address, tax identification number or equivalent,
- b. specification of the subject of the order and indication of the offer, if applicable,
- c. the quantity of the product or service ordered,
- d. the desired date, place, and terms of delivery / receipt of the goods.

CONFIRMATION OF ORDER - means the acceptance of an order for implementation, which specifies in detail: ordered products / services, drawing number or product standards, quantity, prices and value of the order, currency in which the payment will be settled, the expected date of completion, terms of payment and delivery.

§ 2. Delivery Terms

1. STEEL RBB undertakes to implement the order sent by post, fax, or email to the address: ORDER@STEEL-RBB.PL, in accordance with the conditions specified in the order confirmation.
2. In the event of any objections to the conditions set out in the order confirmation, they must be notified in writing or by email within two business days of the receipt of the confirmation.
3. No objections shall be deemed to be the acceptance of the conditions specified in the order confirmation and thus the conclusion of the sales contract.
4. Starting production in accordance with the order confirmed in this way will result in the CUSTOMER being charged with the production costs in the event of subsequent withdrawal from the contract.
5. The parties agree the date and place of delivery or receipt of the goods, provided that the seller receives the information necessary to perform the order, in particular the technical documentation in CAD files.

§ 3. Deliveries

1. Each delivery batch will be documented with the WZ document with the delivery specification and the waybill, which is the basis for the quantitative acceptance of the products and any possible packaging.
2. Quantitative and qualitative acceptance will be carried out at the CUSTOMER's seat by a person authorized by the CUSTOMER.

3. The delivery batch is considered to be accepted without reservations in terms of quantity and without damage after signing the WZ document by the CUSTOMER's representative. The CUSTOMER is obliged to indicate persons authorized to sign waybills.
4. In case of doubt, it is considered that every person signing a WZ document is considered to be the CUSTOMER's representative.
5. The quantity shortages of delivered products in comparison to the quantity pointed in the WZ document should be reported only at the time of handing over a batch of products by making an appropriate entry on the document, or in the case of shortages resulting from the destruction or damage of products in transport - additionally in a protocol signed by the CUSTOMER's representative and the person carrying out the transport.
6. Delivery dates resulting from the arrangements between the parties may change in the case of events for which STEEL RBB is not responsible.
7. STEEL RBB is not responsible for any losses, damages or costs (direct or indirect) arising from CUSTOMER's claims for errors in delivery or its delays, caused by the operation of a logistics operator.
8. If the CUSTOMER extends the delivery deadline or if the goods are not accepted, STEEL RBB has the right to charge the CUSTOMER for transport and storage costs in the amount of 0.1% of the sale value for each day of storage.

§ 4. Receivables

1. STEEL RBB will issue a VAT invoice to the CUSTOMER after receiving confirmation of the receipt of the goods or services.
2. Invoices will be issued in accordance with the order confirmation.
3. The default form of invoices in STEEL RBB are electronic invoices issued in accordance with separate regulations.
4. In the event of delays in the payment of due invoices, STEEL RBB has the right to suspend the production of the next batches of deliveries until the arrears are settled and shorten the payment deadline of subsequent invoices, at its discretion, or demand a prepayment in the amount of 100% of the order value before sending the next batch of products for production.
5. Delays in payment may result in longer delivery times for subsequent batches of products in relation to the agreed delivery schedule, however, without negative consequences for STEEL RBB.
6. The date of payment is the date of receipt of receivables on the STEEL RBB bank account.
7. If the payment deadline is not met, STEEL RBB has the right to charge statutory interest.

§5. Warranty and Complaints

1. STEEL RBB gives a warranty on all products sold from the date of handing over the product to the CUSTOMER for a period of 24 months.
2. The warranty covers any damage resulting from product manufacturing defects.
3. The warranty covers any damage resulting from structural defects of the product, if the structure was designed in STEEL RBB.
4. The warranty does not cover:
 - a. mechanical damage,
 - b. improper use of the product, contrary to its intended use,
 - c. deliberate damage to the product (e.g. opening, attempted repair, intervention of unauthorised persons),
 - d. natural wear of the product or its parts resulting from its use,
 - e. damage caused by force majeure (e.g. power network overvoltage, lightning strike, etc.).
5. The qualitative acceptance is carried out at the time of handing over a batch of products to the CUSTOMER by STEEL RBB, as well as at a later period, but, before any possible processing or assembly of the products, not later than within 14 calendar days from the date of their transfer, depending on which of the above events will occur sooner.
6. The CUSTOMER is obliged to notify STEEL RBB in writing about the defect within 2 business days from the date of quality acceptance.
7. If it is impossible to detect product defects (in particular material defects), within the period specified in point 5, they should be reported by the CUSTOMER immediately after their detection, but not later than within 2 business days, under pain of losing the rights to complaints.
8. All qualitative complaints should be submitted on an **F-010 complaint protocol** available on the website, or similar one, or in writing to the following address: CLAIM@STEEL-RBB.PL, providing in particular:

- a. CUSTOMER's details - name, tax identification number or an equivalent,
- b. determining the complaint subject with an indication of the delivery to which it relates,
- c. the quantity of the product being complained,
- d. the reason for the complaint, i.e. a detailed description of the defect, together with photo documentation

9. Without the consent of STEEL RBB, the CUSTOMER has no right to interfere in the product being the subject of the complaint, including making an independent attempt to repair it under pain of losing the rights to the complaint.

10. The complaint will be considered in writing within 10 working days from the day of its receipt.

11. In the event of gross abuse of submitting unjustified complaints, STEEL RBB has the right to demand the reimbursement of costs incurred in the process of considering such complaints.

§ 6. Additional Clauses

1. In the event of a change in economic, commercial, financial, or political relations, which was not taken into account by the parties when they were concluding the contract, and which causes a significant contractual imbalance, each party undertakes to immediately undertake negotiations to restore the contractual balance. In the event of disagreement between the parties regarding the restoration of the contractual balance within 30 days from the date of notification of the circumstances justifying the renegotiation of the contract, which includes these SGC, the contract shall be considered terminated in part not yet completed on the first day following the expiry of the 30-day period provided for negotiations.

2. The provisions of point 1 of this chapter should be applied accordingly in the event of force majeure. Force majeure should be understood as any sudden, unpredictable, external event affecting the performance of the parties' obligations which the parties could not prevent.

3. The cases referred to in point 1 should include, in particular, labour conflicts, customs, currency and energy restrictions, widespread shortages of goods, extraordinary decisions of the authorities, as well as shortages and delays in the deliveries of orders by the seller's suppliers, resulting from any of the reasons described above.

4. The CUSTOMER may not transfer knowledge and information obtained as a result of commercial contacts with STEEL RBB to third parties in matters of business secret without the consent of STEEL RBB.

§ 7. Final Provisions

1. Any changes or additions to these SGC require a written form for their validity.

2. To all matters not covered by these General Conditions of Sale, current written arrangements between the parties and the applicable Polish law regulations shall apply.

3. Disputes that may arise in connection with the cooperation of the parties regarding the supply of products from STEEL RBB shall be settled by a Polish court having jurisdiction over the registered office of STEEL RBB.

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