

GENERAL SALE CONDITIONS OF MARSEL SP. Z O.O.

1. Scope of application

- 1.1 These General Terms and Conditions of Sale, hereinafter referred to as GTCS, constitute the basis for all sale or delivery contract concluded with MARSEL Sp. z o.o., with its registered office in Goleniów, as a seller or supplier, hereinafter referred to as GTCS, and the Buyer, regardless of the manner of concluding such a contract, and apply to all sales or delivery agreements concluded from 20 May 2019.
- 1.2 All agreements, assurances, promises and guarantees made in connection with the conclusion of the contract by employees of the Seller, not authorized to represent the Seller, shall not be binding on the parties.
- 1.3 All additional contract terms require individual written agreements, otherwise they shall be null and void.
- 1.4 Conclusion of a separate sales contract or framework contract or agreement excludes the application of these GTCS only to the extent regulated otherwise. In the scope not regulated in the above-mentioned documents, these GTCS shall apply.

2. Conclusion of a sales contract

- 2.1 Catalogues, price lists, advertising materials and all kinds of sample books are for information only and may vary according to the type of medium used.
- 2.2 A sale proposal submitted by MARSEL Sp. z o.o., even if it is called an offer, does not constitute a binding sale offer within the meaning of the Civil Code.
- 2.3 The sale offer submitted by MARSEL Sp. z o.o. is valid for a period of 14 days, unless another deadline is specified.
- 2.4 The buyer is obliged to check and confirm the order for compliance with demand, in particular as to the selected system, colour, glass, view, direction of opening, number of individual items, and delivery date.
- 2.5 The Buyer may place an order with the Seller in writing or by e-mail. The terms and conditions contained in the order are binding on the Parties if they have been repeated by the Seller in the Order Confirmation, which is submitted in writing or by e-mail, and which the Buyer has checked according to the guidelines contained in clause 2.4 of these GTCS. Once the Purchase Order has been sent to the Buyer, the Buyer may not cancel the transaction unless the Seller agrees to do so in writing.
- 2.6 The Buyer may make changes to the order no later than 24 hours after the signing of the contract, confirmation of the order or advance payment.
- 2.7 The changes referred to in clause 2.6 of these GTCS should be informed in writing only, otherwise they shall be null and void to the e-mail address indicated in the agreement or purchase order.

- 2.8 The Seller shall not be obliged to accept an order if the total debt of the Buyer towards the Seller exceeds the amount of trade credit or if the Buyer is late with the payment of receivables to the Seller.
- 2.9 Acceptance of the Order shall not bind the Seller if, for reasons beyond his control, in particular as a result of force majeure, the execution of the Order is impossible.
- 2.10 In order to avoid mistakes in correspondence between the Buyer and the Seller, the number of the contract concluded between the parties must be given each time.
- 2.11 All terms and conditions of the contract, in particular, such as price, discounts, date of payment, date and place of collection or delivery, result from the framework sales contract or Contract (written sales contract, agreement or Purchase Order sent by the Seller to the Buyer).

3. Prices

- 3.1 Sales prices are determined on the basis of the Seller's ex warehouse, excluding the cost of transport and non-standard packing of goods.
- 3.2 Prices in PLN are determined on the basis of the base price list in EURO with the application of the EURO exchange rate given by the Seller. To the price list prices the applicable VAT must be added.
- 3.3 The Buyer shall be obliged to pay the gross price in such currency as the price of the Goods was specified by the Seller in the Purchase Order. If the price is determined in a foreign currency, the Buyer must not make a payment in Polish zlotys, unless the Seller indicated in the Purchase Order that payment for the Goods is to be made in Polish zlotys and specified the rules for converting the foreign currency into Polish zlotys.
- 3.4 The Seller shall not be obliged to agree to a deferred payment date and credit limit, unless otherwise agreed. The Buyer shall be bound by a full prepayment before the delivery/pick-up of the Goods.
- 3.5 If the Buyer is granted a deferred payment date (trade credit), the Buyer undertakes to pay the price in the period resulting from the framework sale contract or the Contract, and if the date was not indicated there, in the period indicated in the invoice issued by the Seller. The payment shall be deemed made when the funds are credited to the Seller's bank account.
- 3.6 The Seller may at any time unilaterally change or withdraw the trade credit granted to the Seller, in particular in the event of delay in payment for the Goods by the Buyer or if bankruptcy or reorganisation proceedings are initiated against the Buyer or if the Seller has reasonable doubts as to the financial standing of the Buyer. This right applies to all Contracts whose subject matter has not yet been issued to the Buyer. In the absence of a free limit, the Seller shall have the right to withhold the release of goods until the Buyer establishes the security accepted by the Seller.
- 3.7 In order to qualify for intra-Community transactions and apply 0% VAT on invoices, the Buyer must have the correct and valid identification number assigned by the Member State of the European Union appropriate for the Buyer. In case of incorrect or invalid VAT identification number, the Seller shall apply the VAT rate valid on the territory of Poland.
- 3.8 When exporting goods outside the European Union, the Seller shall bear the costs related to Polish customs clearance, while the Buyer shall be obliged to carry out and to cover the costs of customs clearance in the country of destination.

4. Delivery and Acceptance of Goods

- 4.1 The deadlines for the execution of orders are specified in the order confirmation.
- 4.2 The order execution date may be changed due to unforeseen random events, in particular as a result of force majeure. In such cases, a new deadline for order completion will be agreed upon.
- 4.3 The Buyer shall be obliged to collect the ordered goods within the time limit specified in the purchase order. In case of a delay of more than 7 working days from the date indicated in the purchase order, the Buyer shall bear the costs associated with its storage at the rate: 0,25 EUR for every 1m² of occupied warehouse space per day.
- 4.4 The Seller reserves the right to withhold deliveries of goods in the event of payment arrears on the part of the Buyer or delay in taking delivery of previously ordered goods.
- 4.5 A delay in order processing caused by reasons for which the Seller is not responsible does not release the Buyer from the obligation to take over the goods and pay the agreed price.
- 4.6 Upon receipt of the goods, the Buyer is obliged to immediately check the quantity and quality of the entire delivery and to inform the Seller of any defects or shortages.
- 4.7 At the moment of releasing the goods from the warehouse to the Buyer, the risk of its damage or loss shall be transferred to the Buyer.
- 4.8 Transport costs shall be borne by the Buyer each time, unless the Contract provides otherwise. Any other method of settlement of transport costs or indication of additional places of delivery of goods requires separate, individual arrangements.
- 4.9 The costs of non-standard packaging shall be borne by the Buyer. Different treatment of packaging costs requires different individual arrangements.
- 4.10 The costs of returnable packaging (racks, crates, tie-down straps, fastening buckles) shall be borne by the Buyer in case they are not returned to the Seller within 30 calendar days from the date of delivery of the goods.
- 4.11 Unloading of goods in the place indicated by the Buyer takes place at the expense and risk of the Buyer, unless the Contract provides otherwise.

5. Payments

- 5.1 The Seller reserves the right to demand advance payments before accepting an order for processing. The amount of the advance payment will be agreed individually each time.
- 5.2 The Buyer shall pay the Seller the price agreed upon in the order confirmation or sales contract, on the date indicated on the invoice, without any deductions.
- 5.3 In case of resignation from the order after signing the Contract or confirming the order later than the date specified in clause 2.6 of these GTCS, the Buyer loses the right to return the advance payment and is obliged to cover the actual costs incurred by the Seller until then. The cancellation of an order after its execution causes the Buyer to pay 100% of the order price.
- 5.4 The Buyer shall not have the right to withhold payments in whole or in part due to unrecognised or questioned claims against the Seller.
- 5.5 In the event that the Buyer fails to make timely payment of invoices, the Seller shall charge statutory interest for delay or statutory interest for delay in commercial transactions.

- 5.6 The Seller shall have the right to withdraw from the execution of confirmed orders if the Buyer fails to timely pay the previous amounts due.
- 5.7 If there is a reasonable basis for assuming that the Buyer will not fulfil the obligation to pay, the Seller shall have the right to demand, prior to the release of goods and regardless of the previously agreed date, payment of the amount due by the Buyer or granting a warranty or other payment security.

6. Warranty

- 6.1 Warranty conditions are detailed in the General Warranty Conditions available at www.marsel.com.pl/download1/OWG_EN.pdf

7. Retention of title

- 7.1 Until the payment is made in full, the goods shall remain the property of the Seller. The Buyer may not resell the goods and is obliged to return them at the request of the Seller.
- 7.2 Processed goods still remain the property of the Seller and in such a situation the Seller acquires the right of co-ownership of the newly created goods.
- 7.3 If the Buyer has become insolvent, the sale of the reserved goods also in the processed state is prohibited.
- 7.4 The Buyer shall be obliged to immediately notify the Seller about the seizure of the goods remaining the property of the Seller and present the seizure documents.

8. Final Provisions

- 8.1 The applicable law shall be Polish law.
- 8.2 Any disputes between the Buyer and the Seller shall be settled by the court competent for the registered office of the Seller.
- 8.3 In matters not regulated in the GTCS, relevant provisions of the Civil Code and other generally binding provisions of law shall apply.