



GENERAL TERMS OF SALE AND DELIVERY - ALSANIT page 1 of 2

1. These terms define rules applicable when concluding a contract of sale and delivery of goods offered by PWI ALSANIT Bolesław Hlebionek with registered office in Trzcianka (hereafter ALSANIT), unless amended by written agreement between the Seller and the Buyer.
2. Terms, costs and dates of processing the subject of the agreement is determined by the offer prepared by ALSANIT based on inquiries received from the Buyer
3. The order should be placed by the Buyer in writing. Email and fax are also regarded as written forms. ALSANIT allows acceptance of an order in other forms, which, however, requires the confirmation of ALSANIT as to its acceptance for processing. The lack of confirmation means that the agreement was not concluded. The agreement date is the day ALSANIT confirms its acceptance to process the order.
4. Forwarding the order for production occurs upon receiving an order from the Buyer confirming acceptance of the terms set out in the offer, necessary drawings and all documents and data required by ALSANIT, as well as after payment by the Buyer - the advance payment indicated in the offer or provision of other agreed payment guarantee. Non-fulfilment by the Buyer of any of these terms shall result in suspending the performance of the order pending their completion and may prolong the order performance deadline by the time between placing the Order and completing the documents or advance payment.
5. ALSANIT is obliged to prepare the subject of the agreement in compliance with the order submitted by Buyer and confirmed by ALSANIT.
6. The Buyer has the right to change or cancel the order. The deadline to make changes or cancel orders for products in standard design is 7 days, and for non-standard products 14 days before the planned or previously agreed completion date. If the products are to be made with materials manufactured or specially imported to perform the subject of the agreement, the agreement is not entitled to cancellation.
7. ALSANIT reserves that it does not agree to cancel already completed orders or orders in progress. In this case, the Purchasing Party shall be charged with full costs of the order execution, including the costs already incurred, as well as the costs to be incurred which ALSANIT has undertaken towards third parties, the costs incurred by ALSANIT for the proper performance of the order, as well as the costs of actions aiming at completion of the order execution in connection with the cancellation of the order.
8. ALSANIT is not liable for any errors or failures committed by the Purchasing Party in the content of the order
9. In case of change or cancellation of the order during its processing, the Buyer is obliged to pay ALSANIT documented costs incurred up to that moment on processing the order.
10. In case of personal collection of the goods by the Buyer or option to transport via freight companies, the delivery is assumed completed on the date of shipment or the day it was qualified for shipment.
11. ALSANIT is not liable for damages to goods or delays ensuing during transport; liability is borne by the carrier. The part to the complaint proceedings with the carrier is the Ordering part.
12. If delivery is carried out by a courier ordered by ALSANIT, the Buyer is obliged to provisional quantitative and qualitative receipt in the presence of the carrier, and in the event of shortages or visible damages (packaging) to write down in the presence of the carrier the damage protocol (complaint).
13. Where transport for the goods lies with the Buyer, the buyer is obliged to pickup delivery within 5 days upon notification by ALSANIT that the product is ready for pickup. ALSANIT has the right to withhold shipment of the goods and immediately inform the Buyer, if the means of transport do not meet technical requirements guaranteeing safe transport of the products.
14. In the event of delays in pickup of ordered goods by the Buyer, ALSANIT reserves the right to calculate costs for their storage in the amount of 50 zł/day + VAT.
15. Transportation, unloading and insurance of the goods up to the moment of delivery to the Buyer is conducted based on the clause Incoterms 2010 - EXW.
16. ALSANIT reserves the right to withdraw from processing the order in case of delays in the payment due on terms agreed in the order agreement or unjustified failure of the Buyer to collect the goods manufactured according to the order. For overdue payments, the Seller shall calculate statutory interest.
17. The Buyer shall pay to ALSANIT a contractual penalty for withdrawing from the Agreement for reasons attributable to the Buyer in the amount of 10% of the net remuneration agreed.
18. ALSANIT reserves the right to raise the contractual remuneration during the performance of the agreement in relation to changes in prices of materials necessary for the production of the goods. Changes in exchange rates, increased customs duties, insurance fees, transport costs and other fees, which appear after acceptance of the offer by the Buyer and that affects the price of the products should be approved by the Buyer. ALSANIT shall immediately inform the Buyer of changes in prices.
19. Should ALSANIT encounter difficulties beyond its control resulting in high costs, delays or that prevent finalization of delivery, it may through a written notification, inform the Buyer of the ensuing circumstances without having to pay compensation:
 - a. withdraw from the delivery completely or partly.
 - b. carry out delivery on the modified terms by mutual agreement of the Parties.
20. Industrial and intellectual copyrights on products manufactured by ALSANIT as well as documents and related services remain the property of ALSANIT, and under no circumstances shall they be transferred to the Buyer.



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21. ALSANIT reserves the ownership right of the goods until full payment is effected by the Buyer. Where payment is not effected as agreed, ALSANIT reserves the right to change the ownership rights of the products.
22. Both parties shall not be liable for non-performance or delays in the execution of the agreement resulting from force majeure. The concept of force majeure covers events of natural occurrence or actions of governments in power or actions of third parties, which are unpredictable or impossible to control such as hurricane, flood, fire outbreak, war, embargo etc.
23. The transfer of liabilities resulting from the agreement concluded by both parties requires a prior written consent of ALSANIT for its validity.
24. The warranty terms is regulated by the document "Warranty on products of ALSANIT" and is valid for the period indicated in the accepted offer.
25. The Buyer is obliged to report defects in the products delivered on the basis of the terms set out in the document "Warranty on products of ALSANIT" available on the website of ALSANIT. Warranty does not cover defects that are invisible after assembly and that do not affect the utility value of the product.
26. In case of unjustified complaint claims, ALSANIT may charge the Buyer for costs incurred.
27. In the case of products manufactured according to documentation provided by the Buyer, ALSANIT shall not be liable legally or materially for the following:
- violation of proprietary copyrights, designer rights or any rights of third parties,
 - the correctness of dimensions and other errors contained in the documentation.
28. In matters not regulated by the provisions of these regulations, the provisions of the Polish Civil Code shall apply.
29. By placing an order, the Buyer accepts the terms of OWSiD ALSANIT and consents to the processing of his/her personal data by ALSANIT for the execution of the agreement, as well as for marketing purposes related to his/her activities.
30. Any disputes that may arise during sale shall be resolved amicably. Where an amicable settlement of the dispute proves impossible, the dispute shall be settled in a court with jurisdiction over the registered office of ALSANIT.

Bolesław Hlebionek
Proprietor PWI ALSANIT