

**General Conditions of Sale****ELTRON-KABEL Sp. z o.o.****General conditions**

1. The General Conditions of Sale define the rules for concluding contracts for the sale of goods offered by ELTRON-KABEL Sp. z o. o. Deliveries of goods are made only on the basis of the following General Conditions of Sale, which apply to all future deliveries, even if they are not expressly referred to in individual cases.

2. The terms used later in these General Conditions of sale have the following meanings:

- **Seller** - ELTRON-KABEL Sp. z o. o.
- **Buyer** - an entity that is the other party to the sales contract (Contractor ELTRON-KABEL Sp. z o. o.)
- **Parties** - Seller and Buyer
- **General Conditions of Sale** or, in short, the **GCS** - these General Conditions of Sale agreements by ELTRON-KABEL Sp. z o. o.
- **Goods** - commercial goods sold by ELTRON-KABEL Sp. z o. o. under an agreement with the Buyer
- **Service** - services provided to the Buyer through ELTRON-KABEL Sp. z o. o.

3. GCS constitute an integral part of contracts for the sale of goods and provision of services concluded between the Seller and the Buyer. The change or exclusion of individual provisions of the GCS may take place only with the prior written consent of the Seller under pain of nullity.

4. In the event of discrepancies between the content of these GCS and the content of the contract between the Parties, the provisions of the contract shall apply.

5. If there is a standard model of the Buyer, the provisions contained therein shall apply only if they are not inconsistent with these GCS.

6. The General Conditions of Sale are announced and accepted by the Buyer on the Seller's website: [www.eltron-kabel.pl](http://www.eltron-kabel.pl) in a form that allows them to be downloaded and reproduced by the Buyer.

7. If the Buyer remains in permanent business relations with the Seller, a single acceptance by the Buyer of the General Conditions of Sale is considered as their acceptance for all other orders and sales contracts concluded between the Parties, until the content of the GCS is changed or their application is revoked.

8. These GCS apply to all contracts for the sale of goods and provision of services concluded from 03.01.2014.

### **Industrial property law and copyright**

1. We reserve the right of ownership, copyrights and rights under the patent and utility model to figures, drawings, calculations, technical calculations, consultative studies and other documents provided or made available to the Buyer when concluding the contract. They are intended only for the purposes related to the offer and may not be, in whole or in part, reproduced or made available to third parties without the prior express and written consent of ELTRON-KABEL Sp. z o.o.
2. All technical documentation and catalogs, prospectuses, certificates, patterns, brochures, price lists etc. are the property of ELTRON-KABEL Polska Sp. z o.o., and subject to applicable law regarding their duplication, distribution, imitation, copying, prohibition of unfair competition, etc.

### **Terms of payment**

1. Payment for the received goods should be made without any deductions immediately after receiving the invoice or according to the agreed payment terms.
2. In the offer, order confirmation, delivery note, etc. ELTRON-KABEL Sp. z o. o. determines the date of payment. This period is in each case defined in days and is counted from the date of invoice.
3. In the case of deliveries on the basis of prepayment - the delivery date will be counted from the day the funds are credited to the account of ELTRON-KABEL Sp. z o. o.
4. The date of payment by the Buyer is the date the amount due is credited to the account of ELTRON-KABEL Sp. z o. o.
5. ELTRON-KABEL Sp. z o. o. has the right to credit any payment made by the Buyer on account of any invoice, first of all against the statutory interest for the delay, and then against the last due amounts. At the same time, ELTRON-KABEL Sp. z o. o. reserves the right to compensate for other claims and obligations in accordance with the provisions of the Civil Code.
6. In the case of the Buyer's delay in paying the price for the goods, ELTRON-KABEL Sp. z o. o. may demand, for the delay, interest which will not exceed four times the rate of the lombard loan of the National Bank of Poland (maximum interest).
7. Introducing a complaint does not entitle the Buyer to withhold payment for the goods or for part of them.

### **Ownership of goods**

1. The date of delivery shall be the release of the goods from the Seller's warehouse. From that moment, the Buyer has the goods as the owner.
2. The Seller issues an invoice on the day the goods are released.
3. The risk of loss or damage to the goods passes from the Seller to the Buyer upon the release of the goods, and in the case of entrusting the goods to the carrier upon delivery of the goods to the carrier, regardless of who bears the transport costs.

### **Delivery conditions**

1. Information, price lists and other advertising and commercial materials addressed to an unmarked recipient do not constitute an offer, but only an invitation to negotiate.
2. A letter addressed to an individual recipient, indicating the quantity of goods that can be delivered by ELTRON-KABEL Sp. z o. o. under a given contract, the delivery date and place of delivery constitute an offer, and express the will to conclude a contract with the addressee of the offer. The period of validity of the offer results from its content. The offer may be accepted only without reservations, the contract is concluded upon receipt of the order, before the expiry of the offer binding period. Failure to submit an order within the above-mentioned period results in the expiry of the offer.

The content of the contract consists only of arrangements made in writing. Assessment of the correctness of the service provided by ELTRON-KABEL Sp. z o. o. may be made only on the basis of the content of the parties' written arrangements.

3. Delivery of goods purchased by the Buyer is carried out on the basis of the order. The order confirmation is sent at the Buyer's request.
4. The order should be submitted in writing and specify the exact name and address of the Buyer, assortment, quantity of the ordered goods, date and place of delivery, agreed with ELTRON-KABEL Sp. z o. o. form, date of payment and be stamped with the company stamp and signed by a person authorized to place orders on behalf of the Buyer, unless individual arrangements between the Buyer and Eltron-Kabel Sp. z o. o. state otherwise.
5. ELTRON-KABEL Sp. z o. o. is not responsible for errors in orders and has the right to charge the Buyer with production and transport costs resulting from such an error.
6. ELTRON-KABEL Sp. z o. o. reserves the right to deliver +5% more than the ordered quantities in the case of insulated wires for batches >1000m long and +10% more in the case of bare wires and insulated wires for batches <1000m long, if it results from the production process . If a greater tolerance is adopted for specific goods, a deviation within these limits is deemed to be in accordance with the contract. Deviations of quantity are appropriately reflected in the delivery documents and sales invoices.
7. The imprint on the cable in the form of measurement has a 2% error and may differ from the actual quantity of the cable. The actual length of the cable results from the measurement of the length with a meter verified in the appropriate institution and this amount is the basis for issuing the relevant sales documents.



8. The delivery dates will be met by ELTRON-KABEL Sp. z o. o. as far as possible, however, in the absence of binding order confirmation, their appointment is merely indicative.
9. ELTRON-KABEL Sp. z o. o. may accept the order in whole or in part. In the order confirmation, sent at the request of the Buyer, ELTRON-KABEL Sp. z o. o. provides the quantity and type of goods being sold, their price and value, and confirms the delivery date.
10. ELTRON-KABEL Sp. z o. o. is bound by the delivery date only if the order is confirmed in writing. The recipient is obliged to collect the goods on the agreed date. If the deadline is not confirmed in writing, ELTRON-KABEL Sp. z o. o. will make every effort to prepare the goods for collection taking into account the interests of the Buyer.
11. Unless the parties have agreed otherwise, the goods shall be delivered at the Buyer's expense according to the mutually agreed forwarding rules. Unless the conditions for shipping the goods have been agreed, the Seller, at his own discretion, will order a professional entity to transport the goods to the place indicated by the Buyer.
12. The seller is free from liability for losses, changes or damage to the goods caused during transport. Damage to the goods does not release the Buyer from the obligation to pay for the goods and does not entitle the Buyer to demand delivery of the goods free of defects or to demand payment.

#### **Receipt of goods and their properties**

1. The Buyer undertakes to very carefully examine the goods at the time of their receipt in terms of quantity, compliance with the technical specification specified in the contract, and for any visible defects. Attached documentation is also checked. Signing the receipt document/ shipping documents is tantamount with confirming the compliance of the indicated parameters with the order and the absence of defects that could be detected by careful examination of the goods during collection.
2. The Parties agree that the cost of loading the goods for transport shall be borne by the Seller and the cost of unloading the goods shall be borne by the Buyer, regardless of who bears the cost of transport.
3. ELTRON-KABEL Sp. z o. o. has the right to charge the Buyer with transport costs if an incorrect delivery address is provided in the order, which will result to transport the goods to another place.
4. If the delivery by ELTRON-KABEL Sp. z o. o. was caused by force majeure, the Buyer is not entitled to any claims for compensation for damage resulting from non-performance or untimely performance of the contract. ELTRON-KABEL Sp. z o. o. is obliged to immediately inform the Buyer about the events that made the delivery impossible. Events referred to as force majeure include, among others no fault of ELTRON-KABEL Sp. z o. o. disruptions in the operation of the plant, limitations caused by a natural disaster (flood, fire, earthquake, etc.), the occurrence of war, riots, strikes, explosions, orders, ordinances or regulations regardless of their legal effectiveness, national defense requirements, extraordinary failure, inability to obtain supplies of energy, raw materials, manpower, equipment, means of transport or other unforeseen events, which ELTRON-KABEL Sp. z o. o. despite all due diligence.
5. In the event of failure to meet the payment deadlines, failure to pay interest for late payments or exceeding the credit limits by the Buyer, the execution of subsequent orders shall be suspended until the arrears have been paid.



6. The goods are released upon their unloading. By signing the waybills and delivery documents, the Buyer confirms that the delivery complies with the waybill.
7. ELTRON-KABEL Sp. z o. o. declares that all products approved for sale are manufactured in accordance with the standards, have the necessary approval documents and certificates.
8. All certificates, approvals, certificates of conformity or other documents provided by the Seller along with the goods, indicating the quality of the goods, their parameters and technical properties, constitute the Seller's confirmation of the data contained therein and are confirmation that the goods were made in accordance with the documents indicated in the document requirements.
9. ELTRON-KABEL Sp. z o. o. is liable to the Buyer if, at the time of delivery, the goods did not meet the standards referred to above.

### Final Establishments

1. These GCS and all contracts concluded on their basis are subject to Polish law.
  2. The titles of individual items of these General Conditions of Sale have been introduced only to facilitate the use of the text and have no legal significance, and therefore the text of the General Conditions of Sale cannot be interpreted on their basis.
  3. In matters related to the liability of ELTRON-KABEL Sp. z o. o. for defects of the sold goods, the provisions of the Civil Code, regarding the warranty for physical and legal defects, shall apply accordingly, taking into account the above points.
  4. In matters not covered by these GCS, the relevant provisions of the Civil Code shall apply.
  5. If some provisions of the GCS are invalid as a result of introducing different statutory regulations, the remaining provisions shall not lose their validity.
  6. During the contractual relationship, the Buyer undertakes to immediately inform ELTRON-KABEL Sp. z o. o. of any change in the address or registered office of the Buyer, and of any application for bankruptcy of the Buyer.
  7. ELTRON-KABEL Sp. z o. o. is entitled to change or supplement these GCS at any time. About the change, ELTRON-KABEL Sp. z o. o. informs the Buyer by post or email and indicates the place of publication of the amended GCS, and the Buyer agrees to the above form of notification of changes. The changes come into force upon the delivery to the Buyer of the notification of changes to the GCS and apply to all contracts concluded after the date of delivery of the notification.
- ELTRON-KABEL Sp. z o. o. and the Buyer will endeavor to settle any disputes amicably in connection with the performance of contracts covered by these terms and conditions. If it is impossible to settle the matter amicably, the only competent court to settle the dispute will be the court competent for the seat of ELTRON-KABEL Sp. z o. o.

**Management of ELTRON-KABEL Sp. z o.o.**