

GENERAL TERMS AND CONDITIONS OF SALE (GTS)

§1

FOREWORD/PREAMBLE

0. The General Terms and Conditions of Sale, hereinafter referred to as "GTS", define the rules related to the sale and delivery of Goods offered by Bysewo Kolor Sp. z o.o. (hereinafter referred to as the Seller) to entrepreneurs (hereinafter referred to as the Buyer).
1. These GTS constitute an integral part of every quotation, price list, cooperation contract, delivery contract or other contract concluded with the Seller, and placing the order is tantamount to acceptance of the provisions of GTS.
2. The Parties agree that the contract within the meaning of these GTS consists of the following documents: offer or price list, order placed by the Buyer as well as further written arrangements between the Parties, GTS and Accompanying Documents in force on the date of placing the order, in particular the Warranty Conditions and General Technical Conditions of the manufacturer. The content of these GTS and the Accompanying Documents is also available at <http://www.bysewo-kolor.eu/>

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DELIVERY/TRANSPORT CONDITIONS

1. Cooperation begins when the Buyer places an order with the Seller by e-mail or otherwise confirmed in writing for the Goods included in the Seller's offer or price list indicating the type/kind of the ordered Goods, its dimensions and quantity, the need to use specialist transport equipment (e.g., HDS, low-floor semi-trailer, semi-trailer with ramp) and the place of delivery.
2. In the event that the conditions set forth in the order cannot be accepted, the Seller shall immediately notify the Buyer of this fact with a return message specifying its own terms of sale. At the latest on the next working day, the Buyer is obliged to confirm the new conditions proposed by the Seller. Failure by the Buyer to confirm the new terms and conditions within the above period is tantamount to their acceptance.
3. The Seller may refuse to accept an order within three working days, stating the reasons for the refusal.
4. The Seller undertakes to deliver the Goods in accordance with the conditions specified in the offer, price list or these GTS.
5. Delivery dates for individual Goods shall be specified in the order or at any other date indicated by the Seller. The delivery date may not be met in the following cases:
 - 5.1. The Buyer does not comply with the provisions contained in the GTS.
 - 5.2. Delays in the provision by the Buyer of complete information necessary for the correct and timely execution of the order by the Seller, referred to in § 2.1 above.
 - 5.3. Delays on the part of Suppliers of materials necessary for the execution of the order.
 - 5.4. If there is a temporary restriction on road traffic for vehicles with a maximum permissible laden weight of more than 3.5 tonnes, or if it is necessary to perform the delivery with a special purpose vehicle.
 - 5.5. In the cases set out in para 3 section 4.
6. If the Buyer fails to collect the Goods at the place of delivery within the specified and confirmed date, the Seller shall be entitled to charge the Buyer with the costs of storage of the Goods in the amount of 3% of the gross value of delivery for each commenced day of delay. After 14 days of storage of the Goods, the Seller shall call upon the Buyer to collect the Goods within an additional 7-day period, and after its ineffective expiry, the Seller shall issue a VAT invoice for delivery on the next working day after the expiry of the above period, and the Buyer shall be obliged to pay the amount due regardless of the actual receipt of the Goods. If the Buyer does not accept the Goods or does not request a new delivery within 7 days from issuing the invoice, he expresses his tacit consent to the destruction of the Goods on his behalf by the Seller, which is without prejudice to the payment obligations indicated above. The costs of possible re-delivery (transport) shall be borne by the Buyer.
7. Each acceptance, depending on the place of this acceptance, shall be confirmed with a legible and identifiable signature on the delivery documents by the Buyer or by the responsible person at the place of delivery. Delivery of the Goods shall be deemed to have been carried out without reservation as to quantity and free from damage when the Buyer or responsible person at the place of delivery signs the delivery note. In the absence of a responsible person at the place of delivery, the provisions of section 6 above shall apply.
8. Quantitative shortages and defects resulting from transport damages should be reported to the driver at the time of delivery of the Goods and confirmed by a report drawn up in two copies on a specimen submitted by the driver delivering the Goods to the Buyer and on the Seller's website, signed by the driver and the person collecting the Goods, with one copy for each of the Parties. The Buyer shall be obliged to send the Seller a copy of the above report together with photographic documentation confirming the damage in transport at the latest on the next working day after the day of delivery, in the form appropriate for placing orders, in order to be eligible for receiving undefective Goods without incurring additional costs.
9. The Seller may use external companies for deliveries.
10. The Seller shall be obliged to deliver to the Buyer's registered office, unless the Parties agree on a different place of delivery in the form appropriate for placing orders.

§3

PRICE/ PAYMENTS

1. The Seller shall issue a pro-forma invoice to the Buyer specifying: unit prices, possible additional costs, transport costs to the place indicated by the Buyer, quantity and terms of payment. Invoices will be issued in the currency according to the price list or the offer. VAT will be charged at the rate applicable to the type of delivery.
2. The Parties agree that the Buyer shall pay the Seller for the delivered Goods the amount due under the invoice within the time limit indicated on the invoice.
3. In case of delays in the payment of due invoices, the Seller has the right to suspend the execution of further part of the order or the execution of other orders placed by the Buyer until the time of payment of arrears and shorten the payment period of subsequent invoices to 7 days or demand prepayment in an agreed amount before the next batch of Goods is submitted for production.
4. Delays in payment may result in extension of delivery dates of subsequent batches of the Goods in relation to the agreed delivery schedule, however, such extension shall not have negative consequences for the Seller and shall not constitute a breach of the provisions of the contract concluded with the Buyer.
5. In the case of supplies of Goods payable in instalments, failure to pay one of the instalments within the time limit shall make the remaining amounts due immediately.
6. If the contract is terminated in accordance with the preceding paragraph, the Seller may, at its discretion, carry out the orders placed before the date of termination of the contract or withdraw from the contract in this respect. The right of withdrawal is granted within 14 days from the date of occurrence of the event causing the termination of the contract. In such a case, the Buyer shall be charged with the costs referred to in para 5 section 7.
7. In the case of prepayment orders, the Seller shall submit the order for production following the prepayment by the Buyer in the amount agreed by the Parties, and upon receipt of the confirmation of the same by the Seller.
8. In the case of orders executed with a specified credit limit with agreed payment security, the Seller shall submit the order to production after receiving the agreed security from the Buyer.
9. The credit limit includes the sum of due and non-matured payables of the Buyer towards the Seller, i.e. the total gross value of all orders placed, regardless of the stage of their execution, for which the price has not been paid.

§4

PRODUCT QUALITY/WARRANTY/ COMPLAINT

1. The Parties agree that the Goods which are the subject of the order will be made with due diligence in accordance with the applicable requirements of harmonized standards, and with the technical data of the manufacturer. At the Buyer's request, the Seller shall deliver them to the Buyer in the manner appropriate for placing orders.
2. The Seller shall not be liable for any defects resulting from improper handling of the Goods after delivery to the Buyer.
3. The Seller grants a warranty on terms specified in the Warranty Card applicable at the manufacturer of the Goods, which may be delivered to the Buyer at his request in a manner appropriate for placing orders. The warranty is valid from the moment of delivery, and if delivery is made by the Buyer - from the moment of starting the loading of the Goods onto the Buyer's means of transport, and is valid only if the Goods have been used and applied in accordance with their intended purpose. The warranty expires when the Goods have been processed, altered, damaged by the Buyer or third parties, used contrary to the Seller's instructions or defects have not been reported to the Seller immediately after their disclosure, if the Buyer could have noticed them while exercising due diligence.
4. The Buyer's rights resulting from the granted warranty obligate the Seller only to deliver the Goods free from defects without incurring additional costs and on condition that the damage or defect of the Goods has been revealed and reported within the warranty period and that it was attributable to the Seller.
5. The Buyer is obliged to inspect the Goods immediately after their receipt in accordance with GTS. Any quantitative deficiencies and damage in transport shall be reported by the Buyer at the time of his receipt of the Goods or by a responsible person at the place of delivery of the report referred to in § 2 section 8, presented by the driver, in which the exact number of deficiencies shall be specified, and the ascertained condition of the shipment must be confirmed by the driver at the time of completing the unloading at the latest, or else the right to invoke an incomplete delivery at a later date shall not apply.
6. Not later than before the expiry of the warranty period, the Buyer shall report complaints concerning quality defects in writing on the complaint form in place at Bysewo Kolor Sp. z o.o. delivered along with delivery documents and available on the Seller's website, and send it to the Seller by e-mail on the day of preparing said document together with photographic documentation of the defect. Lack of photographic documentation may cause that the complaint will not be considered.
7. The Buyer's failure to meet the complaint submission deadlines specified in sections 5 and 6 means that the complaint will not be considered by the Seller.
8. The Buyer, by reporting any complaints, is obliged to complete the Seller's complaint form or any other form containing all the information required in the Seller's form.
9. In the event of a defect in the Goods delivered by the Seller and after accepting the complaint, the Seller's liability is limited to the delivery of the Goods free from defects to the place indicated in the order to which the complaint refers.
10. Until the final examination of the complaint, the Buyer is obliged to store the Goods complained of in a proper manner, preventing its possible damage or the emergence of new deficiencies, defects or damage; the Seller reserves the right to carry out an analysis and visual inspection of the full quantity of the Goods complained.
11. In each case of a complaint, the basis for its consideration by the Seller is a properly prepared document referred to in section 6 or 7 of this paragraph and photographic documentation prepared immediately after the incident by a representative of the Seller or the Buyer appointed for this purpose.
12. If the complaint is accepted, the Seller shall be obliged to deliver the Goods free from defects or to deliver the missing Goods within the time limit agreed with the Buyer, taking into account the technical capabilities of the Seller.
13. If the Seller accepts the complaint, the Buyer, at the Seller's request, is obliged to return the defective Goods on the day on which the Seller delivers the Goods free from defects or at any other time agreed between the Parties. The return will be confirmed by the driver and the Buyer or responsible person at the place of acceptance, on a document presented by the driver. A copy of the document remains with the Buyer. In the event that the defective Goods are left with the Buyer, the responsibility for disposal of the defective Goods as scrap or waste shall pass to the Buyer.
14. The Seller has the right to withhold the satisfying of any complaints of the Buyer until the Buyer has settled any outstanding claims against him, except for claims regarding the Goods complained about, the payment of which may be withheld by the Buyer until the Seller has considered the complaint.
15. (CE) Declarations of Performance for the delivered Goods may be delivered to the Buyer at his request in the form appropriate for the placing of orders.

§ 5.

LIMITED LIABILITY OF THE SELLER/ SECURING THE CLAIMS OF THE SELLER

1. The Seller shall be liable only for the correct execution of the order, in accordance with the parameters indicated by the Buyer in the order placed and within the limits of actual damage suffered by the Buyer. In particular, the Seller shall not be liable for the Buyer's use of the delivered Goods inconsistent with its intended use, for its suitability for the purpose intended by the Buyer and for faulty installation, as well as for the selection of technical solutions, method of installation and for performing any calculations related to the structure, including static calculations.
2. The Seller shall not be liable for differences in colours and shades of the delivered Goods of the same type, if these differences result from the use of components whose parameters fall within the tolerances provided for by the applicable Standards for such components.
3. The Seller shall not be liable for damages caused by improper storage of the Goods, and for the consequences of using unsuitable installation and assembly materials, such as silicones, adhesives, which may react chemically with elements of the Seller's Goods. At the Buyer's request, the Seller shall provide him with information concerning the type of materials used by him in the manufacture of the ordered Goods, which may enter into such a reaction.
4. The Parties exclude the Seller's liability for damages caused to third parties by the Goods delivered to the Buyer by the Seller, including damages caused to them by a dangerous product. The Buyer shall indemnify the Seller from any liability towards third parties and undertakes to satisfy any claims made by them.
5. Apart from the claims specified directly in these GTS, the Buyer is not entitled to any further claims against the Seller resulting from the Civil Code, as well as claims based on other legal grounds.
6. Considering the fact that the Goods offered by the Seller are executed on the basis of individual orders in accordance with the parameters indicated in these orders, the Seller's total liability resulting from the contract concluded by the Parties is limited to the price paid by the Buyer for a given order in full amount, in accordance with an individual offer or individual price list.
7. If the Buyer withdraws an order in progress or makes any changes to such order, the Buyer shall be obliged to pay all costs incurred by the Seller in connection with the commencement of the original order, in particular the costs of the materials ordered, the costs of the Goods manufactured and the costs of work in progress. These materials, Goods and work in progress are the property of the Buyer and shall be delivered to him by the Seller. § 2 (6) shall apply mutatis mutandis.
8. All photographs, drawings, sketches, designs, models, IT tools and other such materials provided by the Seller to the Buyer are the property of the Seller. These materials are intended solely for the Buyer's use within the scope specified by the Seller, and making them available to third persons shall require the Seller's prior written consent under pain of nullity.
9. In the event of violation by the Buyer of the provisions contained in Sec. 8, the Seller shall be entitled to demand from the Buyer payment of a contractual penalty in the amount of PLN 10,000 for each case of violation.

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FINAL PROVISIONS

1. Titles of the paragraphs are included for reference only and do not affect the interpretation of the provisions hereof.
2. All correspondence between the Seller and the Buyer related to the cooperation between the Parties shall be made in writing, by e-mail, to the addresses which the Parties shall indicate when placing an order. The parties are obliged to inform each other of the change of address. Otherwise, correspondence sent to the previous address shall be deemed to have been delivered.
3. These GTS may be changed by the Seller. The change is understood as: introduction of changes to the binding GTS, repeal of GTS and introduction of new GTS. Changes shall apply to all orders placed after the date of delivery of the amended or new GTS.

4. Other offers, templates, documents, technical catalogues and advertising materials of the Seller are for illustrative purposes only and are not binding for the parties. The Seller reserves the right to make changes in the above mentioned documents in the scope of information, technical parameters and the range of offered products.
5. In matters not regulated and going beyond the provisions of the General Terms and Conditions of Sale, current written agreements between the Parties and the relevant provisions of Polish law shall apply.
6. Any disputes that may arise in connection with the cooperation of the parties in the scope of deliveries of the Goods from the Seller shall be settled by the Polish common court with territorial jurisdiction over the Seller's registered office.
7. Accompanying Documents used by the Seller in the scope of cooperation with the Buyers on the date of delivery of GTS, available at **http://<http://www.bysewo-kolor.eu/>**, as well as any subsequent new or updated GTS do not constitute a part of these GTS, and their change does not require a change in GTS.