

# General Terms and Conditions of Sale

All our transactions are subject to the following terms and conditions, which always have priority over the terms of the purchaser, with the exception of any derogations expressly stated in writing:

## **1. Commitment to conTeyor® Poland Sp. z o.o.**

The offers, catalogues and brochures we provide do not constitute an offer or a commitment, with the exception of any derogations expressly stated in writing. The company conTeyor® Poland Sp. z o.o. shall only be bound to the purchaser after the sale has been accepted and confirmed in writing.

## **2. Delivery**

Unless otherwise specified, delivery times are always considered as approximate. Delays in execution do not give the purchaser any right of recourse in respect of liability in relation to conTeyor® Poland Sp. z o.o. or the right to terminate the contract. The purchaser has no right to rely on a delayed delivery as a reason for not fulfilling its obligations. The purchaser undertakes to accept the goods specified in the order within eight days from being notified about their availability under the pain of payment of compensation for any damage, including storage costs, incurred by conTeyor® Poland Sp. z o.o. as a result of a delayed delivery. The manner in which compensation and interest for delayed payment of compensation shall be paid has been specified in Art. 5 of the General Terms and Conditions.

## **3. Transport**

Delivery always takes place in our warehouses. Any deviations from this rule will be expressed by conTeyor® Poland Sp. z o.o. in writing. After receiving the delivery in our warehouses, the goods are transported at the purchaser's own risk and expense. Any complaints against the carrier shall be, for their validity, delivered in writing not later than 48 hours after receipt of the goods.

## **4. Price**

All prices apply to the delivery from our warehouses, exclusive of costs and tax. We reserve the right to change prices caused by a change in tax regulations and fees from the moment of placing the order to the day of delivery.

## **5. Payment**

All our invoices are payable to the account of conTeyor® Poland Sp. z o.o. within 30 days from the invoice date. For all foreign payments, each party shall incur its own

cost associated with the payment. If the payment is not made before the indicated invoice date, the interest fee will be charged for the delay in the amount of 12% per annum from the due date, without the need to issue a notice of delay. In addition, in the event of non-payment, all subsequent invoices and amounts due shall be immediately payable, even if the due date has not yet expired. Acceptance of a promissory note does not constitute renewal of debt and does not entail any change in terms of compliance with certain conditions. Issuing a bill of exchange requires the consent of conTeyor® Poland Sp. z o.o. in writing. If the bill of exchange is not paid on the date of its payment, all subsequent amounts and invoices due shall be immediately charged, including accepted bills of exchange that have a future payment date. Apart from interest in the amount of 12% per annum for the delay mentioned above, conTeyor® Poland Sp. z o. o. reserves the right to apply for damages in court, subject to the right, without additional formalities, to collect the delivered goods and terminate the contract at the expense of the recipient. Until full payment is made, the product in question remains the property of conTeyor® Poland Sp. z o.o. in accordance with Article 6 (reservation of ownership of the object - art. 589 of the Polish Civil Code).

## **6. Retention of title**

The goods covered by the contract remain the sole property of conTeyor® Poland Sp. z o. o. until the total amount due is repaid. Before that, the goods cannot be sold or pledged to third parties. Any variety of goods would have been ordered, the transfer of ownership of the goods can only take place after an effective payment for the goods in question. If the purchaser uses the goods while they are still the property of conTeyor® Poland Sp. z o.o., it is subject to legal risk in accordance with the provisions contained in Article 284 of the Criminal Code.

## **7. Complaints**

Complaints regarding the quantity of goods and accessories shall be reported to our address by registered mail within 14 days from accepting the goods in the purchaser's warehouse. In terms of quality, the purchaser should examine the goods for any defects after receiving the delivery. Any comments or complaints regarding hidden defects that were not visible at the delivery of goods shall be reported to conTeyor® Poland Sp. z o.o. in writing within 30 days from the date of delivery. The right to claims under this title expires after these dates. The delivered goods can be sent back only after obtaining a written consent from conTeyor® Poland Sp. z o.o. Returns of goods for which conTeyor® Poland Sp. z o.o. did not agree, will not be accepted. The purchaser has no right to hold conTeyor® Poland Sp. z o. o. responsible for any damages resulting from technical advice provided by conTeyor® Poland Sp. z o.o. with regard to the processing, treatment or use of the goods, unless the damage is due to a serious error or ill will.

## **8. Guarantee**

Our products and accessories have a guarantee of design and material errors resulting from the fault lying on the side of conTeyor® Poland Sp. z o.o. provided that the instructions for use have been followed. This guarantee covers only the free

replacement of parts deemed to be defective. The sale concluded by an intermediary recognized by conTeyor® Poland Sp. z o.o. is subject to the same guarantee conditions as set out above. All reservations stating otherwise will not be recognized by conTeyor® Poland Sp. z o.o. The guarantee expires in the case of damage caused by negligence, natural wear and as a result of any other improper use of the goods. This guarantee is valid for three months from the date of delivery.

### **9. Packaging and wrapping for delivery**

conTeyor® Poland Sp. z o.o. is responsible for the packaging and wrapping of the products. However, because of our environmental consciousness and the nature of its business, products shall not be wrapped in protective plastic wrapping by conTeyor® Poland Sp. z o.o., unless explicitly requested by the customer and subject to payment of an additional cost by the customer. conTeyor® Poland Sp. z o.o. cannot be held liable for damages to the products due to a lack of protective plastic wrapping.

### **10. Cancellation of orders**

If the purchaser refuses to sign documents confirming the commitment or fulfilment - even in part - of its contractual obligations, conTeyor® Poland Sp. z o.o. reserves the right to terminate the sale agreement; as long as the purchaser fails to comply with the above in the course of ten days after having called for fulfilment of the obligation; at the expense of the purchaser. Upon the termination of the sales agreement under this Article, the purchaser shall pay conTeyor® Poland Sp. z o.o. a fixed and irrevocable compensation amounting to a maximum of 100% of the price of goods that were the subject of the contract, without prejudice to conTeyor® Poland Sp. z o.o. the right to claim compensation for damage actually suffered. The obligation to notify the purchaser of the failure to comply with the obligations before the termination of the contract does not apply in the event of the purchaser's delay in payment. The due compensation cannot be deducted from the advance payments made.

### **11. Applied law and court jurisdiction**

All agreements concluded between conTeyor® Poland Sp. z o.o. and the purchaser are subject to Polish law. Only courts in Bielsko-Biała are competent to resolve disputes arising in connection with contracts concluded between conTeyor® Poland Sp. z o.o. and the purchaser.

### **12. Intellectual property protection**

The purchaser acknowledges that all intellectual property rights related to projects (designs) are exclusive to conTeyor® Poland Sp. z o.o. and refrain from duplicating these designs (designs), and ordering their duplication, without the consent of conTeyor® Poland Sp. z o.o. In the case of delivery of goods or services in accordance with the sketch, model or technical conditions provided by the customer, the client guarantees that the delivery in question will not infringe the intellectual property rights or any other rights of third parties. The customer releases conTeyor® Poland Sp. z o.o. from responsibility and in total secures conTeyor® Poland Sp. z o.o. in case of any related damaging consequences.

### **13. Protection of Personal Data**

conTeyor as Data Controller shall at all times process Personal Data in compliance with the General Data Protection Regulation (Regulation (EU) 2016/679) (the “GDPR” and together, “Data Protection Laws”). For more information or any question related to the protection of Personal Data, please visit [www.conteyor.com](http://www.conteyor.com) or send us an email at [privacy@conteyor.com](mailto:privacy@conteyor.com).

### **14. Derogations**

Any deviations from the above terms and conditions must be confirmed in writing by conTeyor® Poland Sp. z o.o.

