



GENERAL SALES CONDITIONS

GRILTEX POLSKA Sp. z o.o.

1. General

- 1.1. These are the General Sale Conditions (hereinafter abbreviated GSC) which concerns all films and geosynthetics which are listed in the commercial offer of GrilTEX Polska Sp. z o.o. (Złotkowo n. Poznań). The GSC are the complete and exclusive description of the sale conditions in the contract which is concluded through placing the order by the Buyer and confirmation of this order by the GrilTEX Polska Sp. z o.o. Złotkowo and they are an integral part of this agreement.
- 1.2. The GSC are acknowledged when the Buyer has received the confirmation of his order. Any additional or different sale conditions or other arrangements will be binding only in extent accepted by the GrilTEX Polska Sp. z o.o. Złotkowo in writing.
- 1.3. All issues not covered by these General Sale Conditions shall be governed by the Civil Code and settlement of disputes shall be submitted to the Court competent for the seat of GrilTEX Polska Sp. z o.o. Złotkowo.

2. Order Submission and order confirmation

- 2.1. Before submitting the purchase order the Buyer receives the commercial offer from GrilTEX Polska Sp. z o.o. Złotkowo and on request the Declaration of Performance or products technical specification with the General Sale Conditions.
- 2.2. The Buyer receives reply to all his queries about delivery possibilities and products' prices in writing (post, fax, e-mail), which, however, cannot be taken as a conclusion of sales contract.
- 2.3. The prices are set with the Buyer depending on quantities of the ordered goods, payment dates, additional technical requirements and transport terms. These prices do not include VAT, customs duties and other obligatory payments.
- 2.4. To conclude the sales contract, the Buyer shall place the purchase order in writing, which, however, is not binding until receiving the confirmation of this order.
- 2.5. Receiving the sales order confirmation from GrilTEX Polska Sp. z o.o. Złotkowo determines in writing both sides, the subject and conditions of the contract, based on the product technical specification and the General Sale Conditions.

3. Delivery and filing objection while receiving the delivery

- 3.1. Delivery of the products occurs according to the order confirmation as secured pallet shipments. The pallet cargo includes a delivery specification.

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TEL. +48 61 6553751, +48 600 078 283 FAX. +48 61 6553750, www.grilTEX.pl, www.grilTEX.com, biuro@grilTEX.pl,

ISO 9001: 2008 nr PL11000244/P Bureau Veritas Certification

NIP: 777-21-94-858; REGON: 631058608; Sąd Rejonowy Poznań, VIII Wydział Gospodarczy Krajowego Rejestru Sądowego KRS: 0000124014; kapitał zakładowy: 772 000 zł



- 3.2. If the delivery is delayed due to circumstances beyond GrilTEX Polska Sp. z o.o. Złotkowo – e.g. force majeure such as flood, strikes, roadblocks or traffic accidents, power outages, stoppage of raw materials' delivery – the delivery date will be extended appropriately.
- 3.3. Deliveries may be discontinued or stopped without responsibility of GrilTEX Polska Sp. z o.o. Złotkowo, if the Buyer becomes the subject of bankruptcy proceedings, of agreement procedure, of insolvency or if there is a risk of seizure or assignment of payment to the Buyer's creditors or when the Buyer falls behind on its payments to GrilTEX Polska Sp. z o.o. Złotkowo.
- 3.4. Quantitative and qualitative claims concerning the delivery while receiving it by the authorized representative of the Buyer, may pertain:
 - visible mechanical damage or dirty cargo,
 - non-conformities between the delivery and its specification - the type of product and / or the amount of collective package.

In this case, the Buyer shall enter his claims to the transport document immediately and draw up a protocol with the haulier. The Buyer has the right to refuse receiving the whole or a part of the delivery. This entry should identify delivery, haulier, and pallet unit which it concerns.

4. Claims

4.1. Claims may concern:

- non-conformities,
- manufacturing defects,
- quantity divergence in collective packages – the amount of products on pallets or in rolls,
- legal defect, e.g. lack of documents which entitle subjects to place the product on the market.

4.2. The basis of the quality and legal complaints is purchase document or its number, label of product under complaint and fulfilling the original complaint form with a detailed description of the defect, reference to the transport document and, if possible, documentation (sample, photographic documentation, etc.).

4.3. The basis of the quantitative complaint is delivery specification and the delivery note.

4.4. The quantity complaints should be filed within 2 days from detection of divergences, the legal claims – within 7 days, but not later than one month from the date of receiving the ordered products. After this period complaints will not be considered.

4.5. The quality complaints should be filed within 7 days from the date of detection of incorrectness.

4.6. The complaint form is available on request at GrilTEX Polska Sp. z o.o. Złotkowo at www.grilTEX.pl.

4.7. Filing the complaint does not entitle to withhold payment for the ordered products.

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- 4.8. Complaints will not be accepted in case of improper storage or improper usage of the delivered products.
- 4.9. In any case the complaints and other damage claims are limited to the value of claimed quantity from the delivery in question.
- 4.10. GrilTEX Polska Sp. z o.o. Złotkowo is not liable for any kind of lost profits, indirect damages, consequential damages or damages resulting from cessation of production.

5. Transfer of ownership

- 5.1. Regardless of delivery, property in goods does not pass to the Buyer until complete payment, together with all amount owing.

6. Payment terms

- 6.1. Payments should be made within the agreed deadlines and the due date on the sales invoice. If the payment is delayed GrilTEX Poland Sp. z o.o. has the right to charge legal interests without prior notice.
- 6.2. Payments should be made only on the account of GrilTEX Polska Sp. z o.o. Złotkowo specified in the invoice without any deductions, fees or transfer costs. Suspension of payments or part payment due to the Buyer's claims is not allowed. [Settlement of accounts](#) for the complaint which has been admitted may occur only on the basis of the correcting invoice and payments will be made into the bank account or within compensation amount.

7. Final Provisions

- 7.1. All information and documents relating to the agreement and its performance are trade secret of GrilTEX Polska Sp. z o.o. and cannot be disclosed to third parties without written agreement or be used by the Buyer in any other way. This concerns also information which the Buyer has learnt by and due to conclusion and performance of the contract.
- 7.2. These General Sales Conditions are valid from 01.08.2016.

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