

General terms and conditions of sale (GTS)

for companies, institutions, legal entities and natural persons engaged in business activities

NEONICA POLSKA Sp. z o. o. valid from 01.01.2011.

- § 1. These General Terms and Conditions of Sale shall apply to all contracts for the sale of goods and contracts for the provision of services concluded by Neonica Polska sp. z o. o. with its registered office in Lodz, 6-A Ferdynanda Ossendowskiego Street.
- § 2 The terms used in these General Terms of Sale shall mean: Seller - Neonica Polska Sp. z o.o. Buyer - the entity being the other party to the contract of sale (Contracting Party) General Terms and Conditions of Sale, GTS - these General Terms and Conditions of Sale concluded by Neonica Polska Sp. z o. o. with its registered office in Lodz, Poland; Goods - products sold by Neonica Polska Sp. z o. o. with its registered office in Lodz, Poland; Service - all services provided to the Buyer by the Seller being in connection with the concluded contract of sale.
- § 3. These GTCS are a contractual regulation binding the parties to the sale of goods and/or provision of services. The parties exclude the use of other contractual templates (general terms and conditions of contract, terms and conditions of sale, sample contracts, rules and regulations, etc.) used or established by the Buyer.
- § 4 The provisions contained in these GTS may be amended only in writing (including by e-mail) under pain of invalidity. Conclusion of a separate agreement for sale or provision of services excludes application of these GTS only to the extent regulated otherwise herein.
- § 5. Offers for sale of goods and provision of services by the Seller are always made in writing and delivered to the Buyer by mail, fax, e-mail or in person. The validity of a given offer is specified directly on the offer. In case of specifying the lack of validity of a given offer, the validity period of 14 days counted from the date of its preparation is assumed.
- § 6. In order to conclude a contract of sale, the Buyer shall submit a written order, bearing the seal of the company, the date and the signature of the ordering person, together with his name and surname.
- § 7. At the request of the Buyer, the Seller shall, within the time agreed with the Buyer, confirm in writing the acceptance of the order.
- § 8. In the event of any change in the Seller's offer or the introduction of reservations to it by the Buyer in the order, the contract shall be concluded only upon written confirmation by the Seller of acceptance of the order with changes or reservations.
- § 9. Any order placed by the Buyer cannot be canceled by the Buyer and entails an obligation to pay. Ordered goods and services may not be returned due to the fact that the Buyer is a professional participant in economic transactions and the provisions of the relevant legal acts on the protection of consumer rights do not spread to him, with the exception of statutorily regulated issues concerning the privileged Buyer.
- § 10. Any agreements, promises, warranties and amendments to the contract of sale made orally by the Seller's employees in connection with the conclusion of the contract of sale or submission of an offer are not binding and require written confirmation under pain of nullity.
- § 12. The price of goods or services is specified each time in the offer or on the order confirmation. The price stated in the Seller's offer is valid for the date indicated therein. The price does not include transportation and insurance costs, unless the offer states otherwise.
- § 13. the prices quoted by the Seller are always net prices, to which value added tax must be added at rates applicable on the date of issuing the VAT invoice.
- § 14. The price given on the offer or order confirmation may be given in PLN or other currency.
- § 15. in the case of long-term deliveries (delivery time of more than 1 month from the date of order), in the event of a significant increase in prices caused by economic conditions beyond the Seller's control, which have a significant impact on the level of the selling price, the Seller may present to the Buyer for agreement, a proposal for appropriate adjustment of the price for the ordered goods or services. The Seller shall also have the above right in the event of an increase in the cost of production or the cost of purchasing goods from its suppliers in relation to the prices at the time of conclusion of the contract.
- § 16. The Buyer shall be obliged to pay the amount due for the sale of goods and provision of services within the period specified in the VAT invoice. Payment is considered to have been made at the moment the funds are credited to the Seller's bank account. In the event of the Buyer's default in payment, the Seller shall make the execution of a new delivery of goods or the performance of a new service conditional upon the advance payment of the Buyer's new order or full settlement for goods delivered or services performed. In case of late payment for goods delivered and services performed, the Seller may charge contractual penalties in the amount of statutory interest or penalty interest at the rate of 18% per annum. Such statutory or penalty interest shall not preclude the assertion of other contractual penalties or damages on general terms in case of dispute between the Seller and the Buyer.
- §17. deliveries are carried out on the basis of orders placed by the Buyer - calls in writing or electronically.
- §18. If the offer does not provide otherwise, deliveries are carried out by courier or transport companies.
- §19. delivery dates are based on agreements between the parties. These deadlines are subject to change in case of events for which the Seller is not responsible.
- §20. The Seller shall not be responsible for delays in delivery resulting from force majeure, understood as any event beyond the control of the Seller, hindering or preventing timely delivery, in particular, the occurrence of wars, floods, earthquakes and other natural disasters, riots, strikes, sabotage, explosions, organized actions of employees, requirements of national defense, orders, decrees or regulations regardless of their legal effectiveness, extraordinary emergency, inability to obtain supplies of electricity, energy of other kinds, raw materials, labor, equipment, means of transportation, or any other or similar unforeseen events that the Seller could not prevent, despite exercising due diligence. In the event of failure to meet the delivery date for reasons attributable to the Buyer, the Buyer shall be obliged to cover the costs arising from his fault and for which he is responsible.
- § 21. partial deliveries are allowed.
- § 22. Ownership of the goods sold passes to the Buyer only at the time of payment in full of the price for the goods or services to the Seller.
- § 23. The risk of loss of or damage to the goods shall pass from the Seller to the Buyer at the time of loading of goods in the Seller's warehouse on the Buyer's car or the carrier providing transport service to the Buyer. If the Seller provides the Buyer with transportation services, the risk of loss of or damage to the goods passes from the Seller to the Buyer upon delivery of the goods to their destination.
- § 24. loss of or damage to goods issued to the Buyer or delivered by the Seller to the place of destination shall not relieve the Buyer from the obligation to pay for the goods sold.
- § 25. the Buyer shall not be entitled to charge the goods in relation to which the Seller has the right of ownership. All costs in this regard shall be borne by the Buyer.
- § 26. The Buyer undertakes to carefully examine the goods at the time of receipt in terms of quantity, compliance with the technical specifications specified in the contract and any visible defects. Warranty rights for physical defects and quantitative deficiencies shall expire after 2 days, counting from the date of release (delivery) of goods to the Buyer.
- § 27. The parties agree that the cost of loading the goods for transportation shall be borne by the Seller, and the cost of unloading shall be borne by the Buyer, regardless of who bears the cost of transportation.

§ 28. the Seller reserves the right to refuse to prepare the goods in advance.

§ 29. documents provided by the Seller to the Buyer together with the goods, relating to the quality of the goods or specifying their parameters and technical characteristics, in particular, attestations, approvals, quality certificates, do not constitute confirmation by the Seller of the data contained therein, and thus do not constitute an assurance by the Seller that the goods meet the criteria contained therein. These documents constitute the Seller's information that, in accordance with the manufacturer's statement, the goods were made in accordance with the criteria indicated therein.

§ 30 The Buyer shall be responsible for the proper unloading of the goods. Until the amount due is paid in full, the Buyer is obliged to carefully protect the delivery item, in particular from fortuitous events. If repair work is necessary, the Buyer shall carry it out at his own expense.

§ 31 The Buyer shall be obliged to notify the Seller of defects in the purchased goods, which cannot be detected despite very careful examination upon receipt, immediately upon their discovery, but no later than within seven days from the date of receipt of the goods, under pain of forfeiture of the warranty on the purchased goods.

§ 32. notification of a defect in the goods (complaint) must be made in writing. Filing a complaint does not release the Buyer from the obligation to pay for the goods issued to him.

§ 33. In case of filing a complaint, the Buyer is obliged to make the defective goods available to the Seller for examination.

§ 34. the Seller may order a technical expertise to determine the existence of a defect. In this case, the consideration of the complaint will take place upon receipt of the expert opinion.

§ 35. resolution of the complaint shall be in writing under pain of invalidity, after examination by the Seller of the advertised goods on the basis of documents received from the manufacturer or commissioned expertise.

§ 36. If the complaint is accepted, the Seller shall replace the defective goods with defect-free goods at his own expense within the time agreed with the Buyer. If it is necessary for the Seller to bear the additional cost of replacing the goods or if such replacement is impossible for reasons beyond the Seller's control, the Seller may refuse to replace the goods and return to the Buyer the value of the defective goods or reduce their price.

§ 37. The Seller shall not be liable for damages caused by: - improper use of the product - improper storage of the product in the Buyer's warehouse, mechanical damage or as a result of improper connection to the power supply, possibly by using power sources other than those recommended by the Seller, as well as other culpable actions of the Buyer.

§ 38 The Seller shall not be liable under the warranty if: - the Buyer processed the goods - defects in the goods arose during transportation from the Seller's warehouse to the Buyer's place of receipt of the goods - defects in the goods arose during unloading. The Seller shall not bear any responsibility for the final products which may be manufactured by the Buyer or its cooperating companies, using the Seller's goods or services as components or parts of the created devices, goods or services. The Seller shall not bear any responsibility and shall not cover any costs associated with assembly/disassembly/repair/disassembly/assembly/assembly/maintenance and other activities related to the need for repair/replacement/replacement or other activities necessary for the proper operation of the sold goods or services.

§ 39. The warranty rights for physical defects shall expire after 14 days from the date of delivery of the goods to the Buyer.

§ 40. In the event that the Buyer delays payment of all or part of the amount due for goods delivered or services performed, the Seller shall have the right to charge the Buyer statutory interest for the period of delay or, at its discretion, penalty interest at 18% per annum.

§ 41 If the Buyer is in delay with the timely payment of any invoice previously issued to him by the Seller, the Seller shall have the right to refrain from executing any sales agreements concluded (including with the release of goods to the Buyer or the recognition of warranty for previously delivered goods and services) until the Buyer settles the outstanding amounts due, together with any interest due.

§ 42. If the Buyer delays payment of any amount due for more than 30 days, the Seller shall have the right to withdraw from the contract of sale without setting an additional date. The Seller shall not be liable for any resulting damage.

§ 43 The Seller shall not be liable related to late delivery of goods if: - the delay is due to the failure of the supplier of the goods to deliver the goods to the Seller on time - the delay is caused by withholding of the release of goods by the Seller, as referred to in § 41 of these GTS.

§ 44. In case of inability to make delivery due to circumstances for which the Buyer is responsible, the Buyer shall be obliged to cover the Seller's costs arising from this circumstance. Responsibility for the shipped goods shall pass from the Seller to the Buyer as of the date of delivery of the object of the order to the Buyer.

§ 45 Any potential compensation of the Seller for damages caused by non-performance or improper performance of the contract shall be limited only to the gross value of the ordered goods.

§ 46. In matters not covered by these GTS, only the applicable provisions of Polish law, in particular the Civil Code, shall apply.

§ 47. In the event that any provision of these GTS is found to be contrary to applicable law or is deemed invalid or ineffective by a decision of a competent court, it shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to amend the provision accordingly with the prior intention of the parties.

§ 48. In the event of a possible dispute, the parties undertake to make every effort to resolve it amicably through direct negotiations. And in the absence of settlement for any litigation, the competent court according to the seat of the Seller shall have jurisdiction.

§ 49. Each product sold by the Seller has a warranty period of 2 years from the date of issue of the sales document (unless the product or service has been deprived of this feature for important reasons, e.g. goods at a reduced price, of which the Buyer will be informed before the issue of the sales document). In order to extend the warranty period for further periods agreed upon with the Seller at the time of purchase of the goods, the Buyer should, within no more than 45 days from the date of issuance of the sales document, fill in the project registration form, under pain of non-recognition of any warranty or guarantee claims by completing the online form by clicking this link:

[PROJECT REGISTRATION FORM](#)

Or by scanning a QR code:

