

General Terms and Conditions of Sale CONKRET Z.R. Trejderowscy Sp.j.

§ 1. OBJECT OF GENERAL TERMS AND CONDITIONS OF SALE

The object of these General Terms and Conditions of Sale is to set out the rules of cooperation and mutual obligations of the Seller and the Buyer in the terms of Products sale and purchase.

§ 2. GLOSSARY OF TERMS

The notions used in these General Conditions of Sale are ascribed the following meaning:

1. Trade offer/Price list - a list of prices of Products offered by the Seller along with the information about the date of payment, the method of delivery and the period the offer is in force.
2. Delivery Document - an external document of delivery (WZ) or a bill of lading issued by the Seller, confirming the delivery/release to the Buyer of the Products ordered.
3. Incoterms 2020 - a set of international rules for the delivery of Products, recommended and published by the International Chamber of Commerce (ICC).
4. Buyer - a natural person, a legal person or an organizational unit without legal personality, which, in connection with its business, placed an order in accordance with the provisions of the GTS.
5. Maximum Interest - interest in the amount of twice the statutory interest for dela.
6. GTS - these General Terms and Conditions of Sale.
7. Products - goods offered for sale by the Seller as part of its business.
8. Force Majeure - any extraordinary event that the Parties could not prevent and on which they had no influence, in particular riots, fires, strikes, collective disputes, armed conflicts, extraordinary laws, natural disasters, unfavourable weather conditions, preventing the delivery of Products, introduction of generally applicable provisions of law, with regard to production limitations or making supply, production and/or sale impossible, acts of terrorism impeding the performance of the whole agreement or a part thereof, unforeseen changes in general economic, financial or political relations, contributing to a significant disturbance of the contractual or financial balance.
9. Seller - CONKRET Z.R. Trejderowscy Sp.j. with its headquarters in Wielkie Rychnowo, Wielkie Rychnowo 86A, 87-410 Kowalewo Pomorskie, entered into the register of entrepreneurs by the District Court in Toruń under KRS number 0000120366, NIP 8781551809, REGON 87116123710.
10. Party - the Buyer or the Seller.

§ 3. SCOPE OF APPLICATION

1. These General Terms and Conditions of Sale apply to all orders placed by the Buyer with the Seller.
2. If a cooperation agreement has been concluded between the Parties to set out the rules for the sale of Products, the provisions of the GTCS shall not apply to the sale of Products between such Parties in the scope in which they differ from the provisions of the agreement.

§ 4. PRICES

1. Product prices are presented in the Price List/Commercial Offer currently in force.
2. The Price List currently in force is sent by e-mail to the e-mail address set out by the Customer on the **Authorization Form**, optionally available in the Customer Panel at www.conkret.com.pl.
3. The period of the offer/price list being in force is set out in the offer.
4. The Seller has the right to change the Offer/Price list on its discretion after its expiry. The changed Price List is in force for orders placed after its change.

5. The Seller reserves the right to change prices before the expiry of the last offer only in situations, justifying the need to update them.
6. The Seller is not under an obligation to send the updates of the commercial offer to the contractors. However, it shall be presented at the request of the Buyer.

§ 5. ORDERS, CONCLUSION OF SALES AGREEMENT

1. The Buyer shall place orders in writing, sending them to the Seller's e-mail address: info@conkret.com.pl. The order shall contain at least the information about: product type, packaging method, quantity ordered, price, required date of completion and delivery address. In the order, the Buyer shall refer to the detailed number of the Commercial Offer based on which the order is placed.
2. Before placing the first order, the Buyer shall deliver to the e-mail address: info@conkret.com.pl a list of e-mail addresses from which orders are to be sent to the Seller. The list of e-mail addresses must be signed by a person authorized to represent the Buyer's company and contain the company's seal affixed. Orders sent to the Seller from any other e-mail account will not be processed.
3. The order is considered efficiently placed when:
 - a) there is a current commercial offer for the ordered range of products;
 - b) the order has been set out by the Buyer in accordance with subparagraph 1.
4. The Seller shall confirm the order being complete within 4 working days from the date of its receipt. The Seller sends the order confirmation to the e-mail account/address set out in the authorization form. If the order is not confirmed within the time limit set out in this subparagraph, the Seller is considered not to have confirmed the order and such an order is not accepted for carrying out.
5. If the Seller is unable to complete the order within the time limit laid down by the Buyer, the Seller must send back to the Buyer to the e-mail account/address provided by the Buyer, the information about an alternative method of order fulfillment, if any.
6. In the case set out in subparagraph 5, the Buyer shall confirm in writing their consent for the execution of the order on the alternative terms laid down by the Seller within 3 working days of having received the Order Confirmation from the Seller. In the absence of a response from the Buyer, the Buyer is considered to accept the alternative delivery terms.
7. The sale agreement is concluded at the time of
 - a) confirmation of the order by the Seller, in the case set out in subparagraph 4 or
 - b) confirmation of the order by the Buyer in the case set out in subparagraph 6.
8. The Buyer has no right to cancel the order after it has been confirmed on the terms set out in subparagraphs 4, 5 or 6.
9. The Buyer may cancel the order within 7 calendar days from the date of receipt of the confirmation in a situation where the date of completion confirmed by the Seller is later than that set out by the Buyer in the order.
10. The Buyer has always the right to cancel the order without giving any reason within 3 calendar days after receiving the confirmation from the Seller, provided that the ordered Product has not been manufactured yet.
11. Any Orders placed in a manner contrary to the provisions of the preceding subparagraphs shall be considered not submitted and the Seller is not obliged to confirm or fulfil them.
12. The Buyer shall verify the received order confirmation in terms of price, range of products and quantity compliance. If the Buyer has no objections, the order confirmation becomes a document, binding for the Seller.

§ 6. DELIVERY/RECEIPT OF PRODUCTS ORDERED AND BUFFER

1. The Products ordered shall be delivered to the Buyer on the terms of EXW or DAP (Incoterms 2020) set out in the Seller's commercial offer.
2. In the case of EXW delivery (Incoterms 2020), the Seller requires the Buyer to advise the planned picking up of Products at least 2 working days before the planned date of the Products ordered collection. The advice shall contain at least:

- a. the date of the planned pickup along with the suggested time;
 - b. vehicle and trailer registration numbers;
 - c. full name of the driver
 - d. contact telephone number to the person responsible for picking up the cargo.
3. In the case of EXW delivery (Incoterms 2020), the receipt of the Products is confirmed by delivery documents (bill of lading or CMR document or else WZ document) signed by the driver, picking up the load. In the case of the DAP offer (Incoterms 2020), the receipt of the Products is confirmed by delivery documents (bill of lading or CMR document or else WZ document) signed by an employee who represents the Buyer (e.g. a warehouseman, taking over the Product delivered)
 4. The date of completing the order is that when the Products ordered are placed at the disposal of the Buyer or effectively delivered to the warehouse set out by the Buyer.
 5. In the case of deliveries based on DAP (Incoterms 2020), the Seller has the right to deliver the Product immediately after its being manufactured, subject to subparagraph 6. The Seller, in agreement with the Buyer, has the right to optimize the cost of Product shipping by suspending delivery until a sufficient quantity of the Product has been manufactured to load a full vehicle (full truck delivery, number of pallets between 20-40 pal).
 6. Based on a separate written agreement with the Seller (Storage Agreement), the Buyer, has the right to maintain a storage buffer in the Seller's warehouse at the quantity set out in the storage agreement. In such a situation, the Seller shall consult the Buyer on the delivery date and the loading list.
 7. The Buyer shall accept the Product shipped. Failure to accept the Product will result in charging the Buyer with the transporting costs of the delivery not effected along with a contractual penalty of PLN 2,000 (or € 450) for each unclaimed pallet.
 8. In the case of EXW deliveries (Incoterms 2020), the Buyer shall pick up the Products ordered not later than within 7 calendar days from the confirmed date of completion or from the date of manufacture, if later than that confirmed.
 9. In the case of failure either to pick up the Products ordered or to accept the delivery of the ordered products, the Seller has the right to charge the Buyer with the storage cost at the amount of PLN 50 net per one pallet per one day and has the right to suspend the manufacture of the Buyer's orders that have not yet been completed.
 10. The charges for storage referred to in subparagraph 9 shall be calculated from the 46th day after the date of production.
 11. At the Buyer's written request, the Seller has the right to extend the date of picking up/delivery of the ordered products. In such a case, the provisions of subparagraphs 9 and 10 shall apply respectively.
 12. If the Buyer fails to pick up the Products ordered within 200 calendar days from the date of their manufacture, the Seller has the right to dispose of the Products ordered at the Buyer's expense and risk.

§ 7. OWN PACKAGING

1. Deliveries are made in the Seller's own packaging, subject to § 7 subparagraph 2
2. In exceptional circumstances, provided that a separate agreement for individual packaging is concluded, the Seller may fulfill orders in the Buyer's own packaging.

§ 8. PAYMENT

1. The Buyer shall pay for the Products ordered by bank transfer, to the bank account number set out on the VAT invoice issued by the Seller, within the period set out in the commercial offer and on the VAT invoice, calculated from the date the VAT invoice was issued.
2. If the Buyer goes beyond the payment deadline of the amounts due covered by the VAT invoice by more than 10 calendar days, the Seller has the right to demand the Buyer to pay the Maximum Interest.
3. If the Buyer is in arrears with the payment of the amounts due to the Seller, the Seller has the right to suspend the execution of the Buyer's orders until the due amounts are paid.

4. The Seller reserves the ownership right to the Products, the object of sale, until the Buyer pays the entire price of the Products.
5. The Seller may consent to the sale of the Product with a deferred payment date on the VAT invoice only if having obtained a positive opinion about the Buyer from the company insuring the receivables.
6. The Seller may sell a Product to the Buyer with a deferred payment date only up to the amount of the merchant's credit limit obtained from the insurer of receivables.
7. The sale without a merchant's credit limit or above the merchant's credit limit may only take place based on the prepayment for the Product ordered.
8. The Buyer shall be informed in writing by the Seller about the amount of the merchant's credit limit. The merchant's limit is given in the customer panel in BDS.

§ 9. GUARANTEE, COMPLAINTS

1. Pursuant to Article 558 § 1 of the Civil Code, the provisions of the Civil Code, regarding the warranty for defects, contained in Articles 556-576 of the Civil Code, are excluded when executing Agreements concluded based on these General Terms and Conditions of Sale.
2. The Seller grants the Buyer a 12-month guarantee for the Products delivered, on the terms set out in the GTCS. The guarantee period runs from the date the Products are delivered.
3. The Buyer has the right to file a claim in the case:
 - a. Products delivered are different from those covered by the order, immediately after this fact being noticed;
 - b. quantitative discrepancies have been found within 5 working days from the date of receipt of the Product;
 - c. quality defects have been found in the Products, immediately after noticing them;
 - d. the wrong price has been found within five working days from the date of VAT invoice receipt;
 - e. damage caused during transport, immediately upon the Product receipt, by drawing up a damage report (approved by the driver), subject to subparagraph 4.
4. Minor defects that do not adversely affect the properties and application of the Products are not covered by the guarantee.
5. The Buyer submits a claim on the form, whose template is Attachment No 1 to the GCS and sends it to the Seller by e-mail to the following address: info@conkret.com.pl. The claim shall contain the following information:
 - a. An exact name of the Product claimed against;
 - b. A description of the reason for the claim;
 - c. Quantity claimed against;
 - d. Indication of the invoice, delivery note or batch number from which comes the Product under claim;
 - e. Photographic documentation, to show the problem;
 - f. Expectations how to handle the claim;
 - g. A photo of the label placed on the roll/on the pallet.
6. The Buyer shall report defects and file a claim within the time limits set out in subparagraph 3, but only and exclusively during the warranty period.
7. In the case of quality claims, the Seller has the right to replace the Product with another one free from defects in the first place. If the exchange is impossible, the Buyer may demand an appropriate price reduction or withdraw from the agreement.
8. Submitting a claim regarding an event not being set out in subparagraph 3 or the Buyer's breach of any of the obligations set out in subparagraphs 4 to 6 shall result in the Seller refusing the claim.
9. The Seller shall consider the claim not later than within 21 calendar days from the date of receipt of the complete claim notification. The Seller informs the Buyer how the claim was considered in writing by e-mail to the e-mail address.

10. Failure to inform the Buyer on the claim being allowed or not within the time limit set out in subparagraph 8 shall result in the claim being considered allowed in accordance with the customer's expectations set out in the claim application.
11. If the claim is considered justified, the Seller shall issue a correcting invoice or a discount for the delivery within 3 working days from the date of considering the claim, if the Buyer agrees. In the case set out in subparagraph 9, the time limit is counted from the date of expiry of the deadline for resolving the claim.
12. The Buyer's submitting a claim does not release from the obligation to pay the full price for the Products delivered. In the case of a positive consideration of the claim by the Seller and issuing a correcting invoice after the Buyer's payment of the price, the amount due from the correcting invoice shall be paid within the period set out in § 8 subparagraph 1.

§ 10 FORCE MAJEURE

1. The occurrence of Force Majeure excludes the liability of the Parties for the consequences of non-performance or improper performance of obligations under the GCS or sales agreements concluded pursuant to GTS to the extent it was caused by the occurrence of Force Majeure.
2. The occurrence of Force Majeure has it that the Parties are released from the obligations arising from the GTS or concluded under the GTCS sales agreements during the period of Force Majeure, in particular all terms, resulting from the GTCS or sales agreements concluded based on the GTS are suspended, except for payment deadlines.
3. The Party exposed to Force Majeure shall immediately, not later than within 7 calendar days, inform the other Party in writing about the occurrence of Force Majeure and the problems caused by this fact, under pain of losing the right to invoke the clauses contained in this paragraph.

§ 11. TRADE SECRET AND KNOW-HOW

1. Each Party shall not disclose to any third party nor use, except for the purposes of sales agreements concluded pursuant to the GTCS, any confidential information, such as: technical information and data, commercial information and know-how, price structures, cost and administrative and operational information. Each Party shall take steps to protect effectively the confidential nature of such information.
2. The above clause shall apply even after the expiry or termination of the agreement concluded pursuant to the GTCS.

§ 12. PROTECTION OF PERSONAL DATA AND ELECTRONIC COMMERCIAL INFORMATION

1. Please be advised that pursuant to Article 13 subpara. 1 and 2 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing the Directive 95/46 / EC (general data protection regulation, Official Journal UE. No. of 2016 No. 119, p. 1) - hereinafter referred to as the GDPR, the Controller of your personal data is Konkret ZR Trejderowscy Sp.j. with its headquarters in Wielkie Rychnowo, Wielkie Rychnowo 86A, 87-410 Kowalewo Pomorskie, entered into the register of entrepreneurs by the District Court in Toruń under KRS number 0000120366, NIP 8781551809, REGON 871161237, tel. +48 56 6842400, e-mail: info@konkret.com.pl. All information referred to the processing of personal data can be found at www://konkret.com.pl/dane-osobowe/
2. Pursuant to the provisions of the 18th July 2002 Act on the provision of electronic services (consolidated text - Journal of Laws of 2013, item 1422 as amended), the Buyer agrees that the Seller (or any other entity on behalf of the Seller) may send commercial messages and information by e-mail to the e-mail address provided by the Buyer, pursuant to the provisions of this Act.

§ 13. TRADE RELATIONSHIP TRANSPARENCY

1. Due to the Seller's wish, accepted by the Buyer, to ensure in commercial relations with its distributors, suppliers, carriers, contractors, service providers, subcontractors, customers and other business partners, the highest standards of transparency and clearance of these commercial relationships, avoidance of conflicts of interest, as well as to conduct business in full compliance with applicable law and good commercial practices, the Buyer undertakes to notify immediately the Seller in writing about the fact that they employ an employee or a member of the immediate family of an employee of the Seller based on an employment agreement or a civil law agreement. In the case the Buyer employs an employee or a member of the immediate family of an employee of the Seller, the Buyer - regardless of the above-mentioned duty to inform - undertakes to entrust this employee with duties, tasks or activities that shall not be in any way related to the existing commercial relations between the Buyer and the Seller nor shall they in any way interfere with the performance of contracts and agreements in force between the Buyer and the Seller, or any other obligations.
2. Within the meaning of the above provision, a member of the immediate family is understood as: a spouse, children, siblings, parents, parents-in-law, siblings' spouses, a grandson, as well as a cohabitant and children of the cohabitant.

§ 14. LIMITATION OF LIABILITY

The Seller's total liability to the Buyer for all damages, claims and other demands related to or resulting from the concluded Agreement (including recourse), may not exceed the amount of the agreement price of the Product claimed against. Notwithstanding the foregoing, the Seller's liability shall not include: loss of profits, loss of contracts, loss of use, or consequential or indirect losses, or any loss or damage of any kind, resulting from any reasons, except for the reasons referred to in the GCS.

§ 15. FINAL PROVISIONS

1. Any disputes, arising from putting into life the provisions of these General Terms and Conditions of Sale as well as agreements concluded based on or subject to the provisions of these General Terms of Sale shall be settled amicably by the Parties. An attempt to reach an amicable solution shall be considered unsuccessful from the moment when one of the Parties notifies the other Party thereof in writing. The Party's failure to reply within 30 calendar days shall be deemed as no consent to an amicable solution. If an amicable solution is not possible, the dispute shall be resolved by a common court with the venue for the seat of the Seller.
2. All agreements concluded pursuant to these GTS are subject to Polish law. In matters not covered by these General Terms and Conditions of Sale, the provisions of the Civil Code shall apply.
3. When the Buyer has placed an order with the Seller this is tantamount to accepting these General Terms and Conditions of Sale.
4. These General Terms and Conditions of Sale shall enter into force on 01.07.2021.

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Buyer