

**GENERAL TERMS OF SALE AT  
FABRYKA PRZYCZEP NIEWIADÓW SP. Z O. O.**

**I. General Provisions.**

1. Terms used in the regulations shall mean:
  - Seller - Fabryka Przyczep Niewiadów sp. z o.o. with registered office in Warsaw
  - Buyer - the buyer of the Seller's goods;
  - GTS - General Terms of Sale specified herein
2. Seller may enter into an agreement with Buyer on different terms in writing. In such a case, GTS shall apply in the scope in which they are not contradictory to the provisions of the agreement.
3. In matters not regulated in these GTS other generally applicable provisions of Polish law shall apply.

**II. Conclusion of the Agreement.**

1. The basis for the conclusion of the agreement is the Buyer's order submitted to the Seller in the form of an e-mail. The Seller in the same form confirms the acceptance of the order for execution. The date of confirmation is the date of conclusion of the agreement. In the confirmation of order acceptance the Seller indicates the type of goods, their quantity and date of execution. In the case of non-confirmation of the order by the Seller, it is considered that the agreement has not been concluded.
2. The Buyer, after entering into the contract, shall be entitled to change its provisions with respect to the quantity and type of goods by providing the Seller with the appropriate notification by e-mail, but no later than 30 days before the date of delivery as specified in the order confirmation. If the date of delivery is expressed as a period spanning across multiple consecutive weeks within a calendar year, the running of 30 days shall start on the first day of the week indicated as the beginning of said period. Notification on the amendment of the contract provided after the expiry of the aforementioned time-limit shall be null and void. The Seller shall provide e-mail notification of acceptance or rejection
3. Buyer within the period specified in paragraph 2 has the right to withdraw from the agreement. In such a case, the Seller is entitled to a contractual penalty in the amount specified in accordance with item VI GTS.

**III. Property Rights.**

Property of the goods shall pass to the Buyer on the date of payment of the price in full.

#### **IV. Price.**

1. The prices of goods are given by the Seller in the price list. The price list is valid on the date specified therein and the agreement value is calculated on the basis of the prices of goods included in the price list valid on the date of its conclusion, subject to paragraph 3 below.
2. The Seller shall provide the current price list to the Buyer via e-mail.
3. If, after conclusion of an agreement to be performed within a period exceeding 3 months, there occur circumstances, independent of the Seller and objective, justifying an increase in the price of goods, in particular an increase in prices for basic raw materials, the Seller shall have the right to increase unilaterally the price of goods, indicating the reason for the increase. A statement of price increase shall be submitted in writing or by e-mail. In such a case, subject to paragraph 4, the Buyer is obliged to pay the price resulting from the Seller's statement.
4. If the price is increased in the manner specified in paragraph 3 by more than 10%, the Buyer has the right within 7 days of receipt of the statement to withdraw from the agreement, and if this right is not exercised, the Buyer is obliged to pay the price resulting from the Seller's statement.
5. If the total price is not paid within the time specified in the sales document, the Seller shall have the right, at its option, to:
  - a. suspend the execution of further concluded agreements or withdraw from them - in such cases he is not liable for any resulting damage and lost profits - the deadline for the execution of agreements, the execution of which he suspended, is extended;
  - b. take back from the Buyer the goods for which the price has not been paid in full and charge the Buyer with transport costs;
  - c. perform steps a and b together.
6. The day of payment of the price shall be the day of crediting the Seller's bank account indicated on the proof of sale.

#### **V. Receipt of Goods.**

1. The cost of loading the goods 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. Seller is not responsible for damage caused during unloading of goods.
2. The Buyer is obliged to collect the goods at the time and place indicated by the Seller. In case of failure to meet this deadline, the Seller has the right to charge the Buyer with costs of goods storage.

3. If Buyer is more than 30 days late with receipt of the goods, Seller shall give written notice of receipt of the goods not less than 3 days from the date of delivery of the notice. If after the expiry of the aforementioned period the goods are not collected, it is assumed that the Buyer refuses to collect them. In such a case, the Seller is entitled to charge contractual penalties, in accordance with item VI of GTS.
4. The Buyer is obliged to check the delivered goods each time. The Buyer shall notify the Seller about reservations concerning the quality and compliance of the delivered goods with the order by e-mail, not later than on the next working day after unloading. The same notification period applies if there is damage to the goods in transit. Notifications submitted after this deadline may be left unprocessed by the Seller.
5. Notification of the occurrence of damage in transport should contain photographic documentation of the damage and loss and a protocol with a description of the damage signed by the carrier, under pain of failure to consider the notification.
6. Notifications referred to in paragraph 4 shall be considered by the Seller within 14 business days from the date of receipt of the notification, unless a longer period is required due to the number or complexity of the objections raised. Seller shall notify Buyer by email of the need for an extension of time to process the notification within no more than 7 business days of receipt of the notification.

#### **VI. Contractual Penalties.**

1. If the Buyer refuses to accept the goods, he shall pay the Seller a contractual penalty equal to the price of the goods which he refused to accept.
2. If the Buyer withdraws from the agreement in the manner described in item II, paragraph 3 is obliged to pay the Seller a contractual penalty equal to 20% of the value of the agreement from which it has withdrawn.
3. The contractual penalty shall be charged to the Buyer from the date on which he notified the Seller of his refusal to accept the goods or of withdrawal from the agreement, and in cases referred to in item V, paragraph 3, on the fourth day from the date of receipt of the call.
4. The demand for payment of the contractual penalty shall be submitted by the Seller in writing or by e-mail.
5. Lack of payment authorizes the Seller to take measures to collect the amount due under the contractual penalty.

#### **VII. Guarantee and Warranty.**

1. The Seller provides warranty for manufactured goods under the terms and conditions published on [www.niewiadow.pl](http://www.niewiadow.pl).

2. The Seller excludes liability under warranty for physical defects of goods where the Buyer is an entrepreneur.

### **VIII. The Seller's Responsibility.**

The Seller's liability for non-performance or improper performance of the agreement is limited to the actual amount of damage, excluding lost profits, but not more than the value of the concluded agreement.

### **IX. Force Majeure.**

The Seller shall not be liable in the event of failure to perform obligations under the agreement if it was caused by reasons beyond the Seller's control, which could not have been foreseen at the time of concluding the agreement and which could not have been avoided, in particular disasters, state of epidemics, acts of war, as well as lack of or delays in delivery of raw materials or subassemblies necessary to complete the subject of the order. The Seller is obliged to immediately notify the Buyer about the occurrence of circumstances considered as force majeure.

### **X. Final Provisions.**

1. The provisions of GTS are applicable to any sales and supply agreements in which Fabryka Przyczep Niewiadów Sp. z o.o. with its registered office in Warsaw is the Seller or the Supplier.
2. The Buyer shall send all correspondence referred to in the provisions of GTS to the e-mail address of the Seller, from which he has received confirmation of order acceptance, referred to in item II paragraph 1.
3. Any disputes arising from agreements concluded using GTS shall be settled by a court having jurisdiction over Osiedle Niewiadów.
4. These GTS are effective as of June 1, 2022.