

# **GENERAL TERMS AND CONDITIONS OF SALE OF OZB**

## **GENERAL TERMS AND CONDITIONS OF SALE**

### **Art. 1**

1. These General Terms and Conditions of Sale (here GTCS) specify the rules for concluding contracts for the sale of goods and services sold by Żeliwa Bydgoszcz Sp. z o.o. in Bydgoszcz, ul. Zygmunta Augusta 11, 85-082 Bydgoszcz, entered into the National Court Register (KRS) under KRS No. 0000070835.
2. These GTCS form an integral part of all sales contracts concluded by Odlewnia Żeliwa Bydgoszcz Sp. z o.o., including written purchase orders, offered to the purchaser.
3. These GTCS are available to the Buyer at the latest before concluding the contract in writing at the office of Odlewnia Żeliwa Bydgoszcz Sp. z o.o. and on the website: [www.odlewnia.com.pl](http://www.odlewnia.com.pl). The Buyer is deemed to have accepted the GTCS if, following their delivery or indication by the Seller, the Buyer has explicitly or implicitly confirmed the will to execute the sales contract concluded with the Seller.
4. These GTCS are a contractual regulation binding for the parties to the extent of the sale of goods. The Parties will not use other contractual documents (general terms and conditions of contract, terms and conditions of sale, draft contracts, rules etc.) used or agreed by the Buyer.
5. These GTCS can be only amended in writing or otherwise, they shall be null and void. If a separate sales contract is concluded, these GTCS shall not apply but only to the extent regulated otherwise herein.
6. Contrary arrangements between the parties agreed and confirmed in writing shall prevail over these GTCS.

## **DEFINITIONS**

### **Art. 2**

The following terms used in these General Terms and Conditions of Sale shall have the following meaning:

1. Seller – Odlewnia Żeliwa Bydgoszcz Sp. z o.o. in Bydgoszcz, ul. Zygmunta Augusta 11, 85-082 Bydgoszcz, entered into the National Court Register (KRS) under KRS No. 0000070835.
2. Buyer – entrepreneur - an individual or body corporate or partnership having legal identity performing legal transactions as a part of its economic or professional activity.
3. Term of payment – the day on which the payment for the goods or services becomes due.
4. Goods – movable property, services, and goods to be sold under the sales contract concluded between the Seller and the Buyer.
5. Purchase order – a document issued by the Buyer in writing, delivered in person, via mail, courier mail or e-mail, showing at least: the name of the product ordered, quantity ordered, and Buyer's data, necessary for the issuance of the VAT invoice and company data, contact phone and address, method, date and place of delivery of the products ordered.
6. Confirmation – Seller's written declaration of acceptance of the purchase order, submitted to the Buyer upon receipt of the purchase order indicating at least the price of the goods, the total value of the goods ordered, date of completion, place and terms of delivery/acceptance and terms of payment.

## OFFERS AND PURCHASE ORDERS

### Art. 3

1. Information posted on the Seller's website, in catalogues, brochures, leaflets, advertisements and other publications, do not constitute an offer within the meaning of the Civil Code, even if their price is indicated. Publications concerning products offered by the Seller are informative only, whereas models and samples exhibited by the Seller are illustrative and demonstrative only. Detailed technical data given in publications are indicative and can change at any time, including due to the continuing changes in the engineering sector.
2. The Buyer's purchase order should indicate the following:
  - Buyer's name – including specific contact address and phone number,
  - Taxpayer's identification number (NIP),
  - Offer reference number, if applicable,
  - Commercial name or alphanumeric reference of the goods offered,
  - Quantity of the goods ordered,
  - Date, place and terms of goods delivery/acceptance.
3. To effectively conclude a sales contract, the Buyer should place the purchase order and the Seller should confirm it in writing (via electronic mail or traditional mail to the company's registered address). A written confirmation of the purchase order means that the Seller has received and accepted the order. The submission of the purchase order by the Buyer alone is not binding to the Seller, and no response to the purchase order is not equivalent to its silent acceptance.
4. If the purchase order is made based on a previously presented offer, a reference to such an offer should be necessarily included on the purchase order form. If no reference is made to the offer, the Seller will not be responsible for any inconsistencies in the price indicated on the VAT invoice, unavailability of goods, and any discrepancies in special parameters of the product indicated in the offer.
5. The Buyer can cancel the purchase order in exceptional circumstances only, having previously agreed upon the terms and conditions of such cancellation with the Seller. The Seller reserves the right to charge the Buyer with actual costs which arose until order cancellation – however, not exceeding the total purchase order value. These can include the costs of design, manufacturing of necessary tooling and production testing.
6. Any technical advice provided by the Seller is for information purposes only and shall not give rise to any liability of the Seller on this account.
7. If the Seller was not able to perform due to force majeure, the Buyer shall not be entitled to any claims by virtue of non-performance or untimely performance of the contract.
8. Force majeure is described in detail in Article 10.

## TOOLING

### Art. 4

1. The Buyer shall dispatch any tooling related to the purchase order, such as models, templates, core boxes, moulds, moulding tools etc. to the Seller at the Seller's cost unless otherwise agreed.
2. The Seller shall verify the compliance of tooling delivered by the Buyer with the provided specifications, drawings or samples. The Buyer is responsible for ensuring that the delivered tooling is faultless.
3. The Foundry shall not be liable for any defects in the finished product stemming from engineering and quality defects of any tooling provided by the customer.
4. The Buyer shall be responsible for any deviations from the specification and shall bear the resulting costs attributable to defective tooling. Upon the Buyer's previous approval, the Seller can modify the delivered tooling if deemed necessary to ensure adequate quality of the casts.

5. Accordingly, the Buyer shall bear the cost of all necessary modifications and replacements of tooling.
6. The Seller should handle and store the tooling with proper care. The Seller shall not be liable for normal wear and tear. The Seller shall not be required to take out insurance.
7. The tooling produced or purchased by the Seller to the Buyer's order shall become the property of the Buyer only after the agreed price has been paid in full.
8. If the Buyer demands special labelling for the tooling, it should provide the required version (e.g. a board, sticker etc.).
9. The Seller will store the tooling for a maximum of six (6) months from the last project. Afterwards, the Seller will notify the Buyer of the necessity to pick up the tooling and appoint the deadline. The Buyer will cover any tooling storage costs incurred after the appointed deadline. In case of any gross excess of the pick-up deadline, the Seller has the right to destroy/ utilise the tooling at the Buyer's cost and expense.
10. The Buyer is not entitled to pursue any claims due to copyrights or commercial rights unless it has informed the Seller in advance that such rights existed and has explicitly reserved them.

## **DATES AND TERMS OF DELIVERIES**

### **Art. 5**

1. The Seller is obliged to deliver the goods meeting the terms and conditions of the purchase order such as the date and place of delivery, quantity, type of goods and their price.
2. If the agreed payment form is 'prepayment', the term of delivery can be extended by the duration of the delay in payment. The date of payment shall be the date on which the money is received in the Seller's bank account.
3. The Seller will not be held liable for loss, damage or costs (direct or indirect) stemming from the Buyer's claims due to defective or delayed delivery attributable to the forwarding company.
4. If the pick-up of the goods is delayed for more than two (2) weeks or if the Buyer refuses to accept the goods, a contractual penalty of 0.2% of the ordered goods shall be charged for each day of the delay.
5. The Buyer must verify whether the delivered goods comply with the purchase order immediately upon their receipt. In particular, is it obliged to check: the condition of the shipment, quantity and type of goods delivered, and should immediately report any objections to the carrier and the Seller in a non-conformance report. The Seller reserves the right to check the reported non-conformance at the delivery site.
6. The Seller reserves the title to the goods sold until the Buyer makes the full payment for the collected goods, along with other payments provided for in the sales contract, regardless of the location of the goods.
7. If any proceedings for bankruptcy or reconciliation with creditors are instituted against the Buyer, the Buyer is obliged to label the goods as the Seller's property. If the goods being the Seller's property are seized during the enforcement proceedings against the Buyer's assets, the Buyer shall promptly notify the Seller accordingly and cooperate in exercising its rights in relation to the seizing entity with all due means. At the Seller's request, the Buyer is obliged to promptly provide any information on where the goods of retention are stored.
8. In the case of batch production, an over- or under-delivery of up to 10% of the volume ordered is permissible due to the nature of the casting process.
9. The test procedure, the acceptance of the first batch, acceptance arrangements and the scope and conditions of the test phase should be defined before the contract is concluded. Acceptance or rejection of the test batch must be made in writing. If the test batch is rejected, the Seller reserves the right to return the defective batch.
10. Deviations in the dimensions, weight and quantity of casts are acceptable within standard commercial tolerance and relevant provisions.

## TRANSPORT AND DELIVERY OF GOODS

### Art. 6

#### 1. Transport of goods

Unless the Seller and the Buyer agree otherwise in the specific case, the Seller customarily deems that it is the Seller who arranges the transport of goods to the Buyer. The Buyer will pay for the transport. The cost of transport can be included in the unit price of the goods. According to these terms and conditions, the place of transport is the Seller's registered office, and the final destination is the Buyer's registered office or the location stated in the purchase order unless otherwise agreed in the contract.

#### 2. Good delivery variants

- pick-up in person
- delivery via a forwarding company
- delivery via a courier company

#### 3. Goods delivery

- The goods will be delivered based on handover and acceptance acknowledged on the delivery note/waybill. The goods will be handed over by an authorised employee of the Seller.
- If the Buyer picks up the goods, the driver will acknowledge their acceptance by putting his name on the delivery note and writing the registration number of the vehicle to transport the goods.

#### 4. Packaging and labelling of goods

The goods will be secured against damage and destruction in transport. Standard packaging will be a wooden EURO pallet. The costs of custom packaging will be borne by the Buyer unless the parties agree otherwise.

## PAYMENTS

### Art. 7

1. The price, term and form of payment are agreed upon individually for each Buyer.
2. The Buyer is obliged to pay for the sale of the goods within the term indicated on the invoice.
3. The date of payment shall be the date on which the money is received in the Seller's bank account.
4. If the Buyer fails to pay within the appointed term, the Seller will be entitled to charge statutory interest for each date of the delay and to demand pre-payment for the goods covered by subsequent purchase orders that have already been accepted.
5. If the payment is not made within the term indicated on the invoice, the Seller will be entitled to stop the deliveries of goods and suspend the processing of already accepted purchase orders.
6. The Seller can make a new purchase order placed by a Buyer who falls behind with payments or does not pay the invoices on time dependent on making an advance payment for the new purchase order.
7. Unless otherwise agreed by the parties, the payment for the ordered goods will be made without any deductions and offsetting of mutual claims.
8. Lodging a complaint does not discharge the Buyer from the obligation to pay for the goods within the agreed term.

## WARRANTY

### Art. 8

1. The Seller will provide a warranty for its products. The term of warranty is 12 months from the selling date, provided that the goods are used and stored correctly and as intended, according to their technical properties.
2. The following actions cause forfeiture of warranty claims for defects: incorrect assembly, incorrect use, and incorrect storage.
3. The Seller shall not be liable for natural wear and tear of the goods due to their correct use.

## COMPLAINTS

### Art. 9

#### General

1. All complaints referring to the Goods will be based on these GTCS.
2. For the purposes of these GTCS, a complaint is a Buyer's claim on account of guarantee and warranty for the physical defects of items/goods purchased from the Seller.
3. If the Seller finds a complaint justified, the Seller and the Buyer will make a binding decision on the type of settlement to which the Buyer is entitled. The Buyer's complaint can indicate the type of settlement referred to in the preceding sentence, but such an indication is not binding.
4. The possible settlements referred to in 3 above include:
  - replacement of defective goods with non-defective goods,
  - refund of the equivalent value of the goods claimed,
  - repair of the goods.
5. The Seller is obliged to verify whether the Complaint is grounded and inform the Buyer of the decision made and settlement method.
6. If no objections regarding the quantity and type of goods delivered /accepted by the Buyer are reported in writing, the Parties consider the delivery/acceptance to have been duly completed by the Seller.

#### Basic terms of the complaint-making procedure

1. The Buyer should lodge complaints only via a [complaint form](#). The completed complaint form should be sent via e-mail to: [reklamacje@odlewnia.com.pl](mailto:reklamacje@odlewnia.com.pl)
2. A complaint is deemed complete when the Seller's Quality Control Department receives a correctly and legibly filled complaint form from the Buyer, together with all necessary materials, including photographs.
3. All images related to the complaint should be attached as a name\_file.jpg to the e-mail containing the complaint form.
4. The Buyer will bear all the costs and expenses of processing a groundless Complaint.
5. The Seller shall express its opinion on the Complaint within 2 days after the Buyer has lodged a complete complaint.

#### Delivery rules for claimed goods and their repair or replacement with defect-free items

1. The Buyer can dispatch the claimed Goods to the Seller only after receiving information from the Seller's Quality Control Department confirming that the documents are complete.
2. The Buyer is obliged to dispatch the claimed Goods within ten (10) working days.

3. Upon approval referred to in 1 above, the claimed Goods should be dispatched to the following address:
4. Odlewnia Żeliwa Bydgoszcz Sp. z o.o.  
ul. Zygmunta Augusta 11,  
85-082 Bydgoszcz  
necessarily annotated as COMPLAINT
5. The Buyer shall bear the costs and risks related to the dispatch of the claimed Goods. The claimed Goods to be delivered to the Seller should be duly secured during transport to exclude any defects arising for reasons attributable to the Buyer or the carrier.
6. From time to time, the Seller's Quality Control Department will check the compliance of the received claimed Goods with details provided in the complaint form. The Buyer will bear all the costs arising from discrepancies between the claimed Goods and details of the complaint.
7. Once the Seller has positively verified the submitted claimed Goods, referred to in 5 above, the Seller shall send the Buyer a decision on the complaint settlement method.
8. In case of any questions or doubts regarding complaints, the Seller's Quality Control Department should be contacted via e-mail: [reklamacje@odlewnia.com.pl](mailto:reklamacje@odlewnia.com.pl)
9. If the complaint is rejected/groundless, the Buyer can, within 10 working days appeal against the decision. If the Buyer fails to contact the Seller, the Seller shall consider the complaint as groundless and the goods shall become the Seller's property, or shall be disposed of, and the Buyer shall lose the right to make any claims. The Buyer shall bear the goods return costs, if any.

## **FORCE MAJEURE**

### **Art. 10**

The Seller shall be relieved of the consequences of non-compliance with one or more obligations if the non-compliance results from an event beyond the Seller's control, which the Seller could not have foreseen, avoided or eliminated. If circumstances are beyond the Seller's and the Buyer's control, in particular such as disruptions to production or transport of the goods caused by strikes, breakdowns of equipment, accidents, local or national emergencies, trade disputes, floods, fires, earthquakes etc., the delivery may be delayed or stopped as appropriate upon written notice to the Seller until normal conditions are restored. The Parties have ten (10) days to notify the occurrence of force majeure.

## **MISCELLANEOUS**

### **Art. 11**

1. These GTCS take effect as of 1.04.2024.
2. By accepting these GTCS, the Buyer consents to the processing of his personal data by the Seller and entities acting on the Seller's behalf in Poland and abroad in connection with the performance of contracts for the sale of goods offered by the Seller.
3. By accepting these GTCS, the Buyer consents to the processing of his personal data by the Seller in connection with the performance of contracts for the sale of goods offered by the Seller. The Buyer has all the rights provided for in the Personal Data Protection Act of 10 May 2018 (Journal of Laws of 2019, item 1781 as amended) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (OJ EU L. 2016 No. 119, p. 1). In particular, the Buyer has the right to access their data, request rectification, erasure, restriction of processing, the right to data portability, and the right to object to the processing of data.
4. The Buyer may not, without the Seller's consent, transfer knowledge and information obtained as a result of business relations with the Seller to any third parties in matters covered by trade secrets.

5. All disputes between the GTCS will be governed by Polish law.
6. In matters not regulated by these GTCS, relevant provisions of the Civil Code shall apply.
7. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the GTCS.
8. The parties will endeavour to resolve amicably any disputes arising in connection with the performance of the contracts covered by these terms and conditions. If an amicable settlement cannot be reached, the court of venue for the Seller's registered address shall have jurisdiction over the dispute.