

## 1. General provisions

1.1 The General Sale Terms (GST) specify general rules for contracts for the sale of products, goods and services between “Geyer & Hosaja” Limited Liability Company, based in Partynia, 39-310 Radomyśl Wielki, Partynia 12, entered in the Register of Entrepreneurs of the National Register Courthouse under the KRS number: 0000198119, with the tax identification number NIP: 872-000-33-96 and the REGON number: 005710835, having the organizational unit - the plant at the address: ul. Gorliczyńska 157, 37-200 Przeworsk (hereinafter referred to as “**SELLER**” or “**Geyer & Hosaja**”, and Customers for whom the Seller sells products, goods or provides services, hereinafter referred to as “**ORDERING PARTIES**”, “**CUSTOMERS**” and separately: “**ORDERING PARTY**”, “**CUSTOMER**”, connectedly referred to as **the Parties**.

1.2. The provisions of GST do not apply to services provided by the “**Seller**” to consumers within the meaning of art. 221 of the Civil Code.

1.3 By virtue of the provisions of GST, legal actions equated with the effects with activities carried out in a written form, are considered to be actions made by using fax, electronic mail or using the forms of the **Seller**, unless the Act requires a written form under the clause of nullity.

1.4 Unless expressly decided differently, GST apply to all offers and sales and delivery contracts related to all deliveries and services launched by “**Geyer & Hosaja**”.

1.5 The general terms and conditions of contracts are widely available on the website [www.geyer-hosaja.com.pl](http://www.geyer-hosaja.com.pl), about which the Buyer is informed before the conclusion of the contract. The Buyer by a physical acceptance of an invoice issued by the Seller or a collection of the ordered goods, declares that he knows and accepts GST in its entirety and in particular, the Buyer confirms that the conditions have been made available to him and agrees with them as an integral part of the sales contract.

1.6. If the Buyer remains in permanent trade connections with “Geyer & Hosaja” Sp. z o.o., the acceptance of the General Sale Terms by the first order is considered as the acceptance for all other orders and sales contracts, until their content is changed or their application is revoked.

1.7. Different contract terms applied by the Buyer are not binding for “Geyer & Hosaja” Sp. z o.o., unless in a written form, under the clause of nullity, they have agreed to their validity. In the case of a statement of consent to different terms of contracts, they apply only to a specific transaction.

1.8. Any deviations from the GST are valid only if they are made in a written form or electronically and are signed by authorized persons.

1.9 In matters not covered by the contract or in the terms and conditions of contracts, the provisions of the Civil Code or other acts shall apply, if they contain appropriate regulations.

## **2. Conclusion of the contract.**

2.1. Notices, advertisements, price lists and other trade information of the company constitute an invitation to start negotiations in order to conclude a contract, unless it is clear from their content that they constitute an offer addressed to a particular person.

2.2 The sale agreement is concluded on the basis of a written or oral order placed in “Geyer & Hosaja” by the Buyer, with the objection that the cancellation of the order by the Buyer requires a written form under the clause of nullity.

2.3. Confirmation of the order by the Seller defines the scope, conditions and delivery. Materials or services that are not explicitly mentioned, as well as any further changes in delivery or service will be a subject to a separate assessment and invoicing.

2.4 “Geyer & Hosaja” Sp. z o.o. is entitled to withdraw from the contract with an immediate effect if:

- find out that the Buyer has provided false information about its solvency, or
- the buyer is in default with the payment of the price, or
- a request for recovery or bankruptcy proceedings is submitted to the Buyer.

## **3. Prices and information about the product**

3.1 The prices specified in the offers are binding during the period specified in the offer. The prices for goods offered by the Seller are net prices and do not include VAT, unless explicitly indicated differently.

3.2 The costs of delivery to the Buyer and other additional services are determined individually when placing the order. Lack of such arrangements will mean that the collection of goods takes place at the Seller's office (or its branch).

3.3 All banking costs related to a letter of credit, bank guarantees, documentary collection, stamp duty, etc. are on the client's side.

3.4 The final price of the goods is determined on the basis of the prices valid for the Seller on the day of placing the order.

3.5. Discounts, rebates, allowances etc. granted by the Seller, require individual arrangements.

3.6 Information regarding a delivered product, in particular the parameters, properties or proportions of blends are approximate and the indicated method of use is recommended. That data does not constitute grounds for claims arising from the defective nature of the subject of the contract. The same applies to the chemical results and physical analyzes passed to the Buyer by the Seller.

3.7 Information about the product, including that derived from the knowledge and experience of the Seller, does not release the Buyer from checking the product in terms of its suitability for the purpose intended by the Buyer. This also applies when the Seller provided samples of the product.

3.8 While using the product, the Buyer is responsible for the compliance with the applicable laws, safety and hygiene rules and processing of the subject of the contract in accordance with the principles of technical and professional knowledge.

3.9 Certificates, declarations of conformity or other documents confirming the quality of the goods are attached to the delivered goods, if such a requirement is indicated in the order or contract.

#### **4. Payment terms**

4.1 “Geyer & Hosaja” Sp. z o.o. is entitled to demand payment in the amount and payment dates specified in the sales invoice.

#### **5. Performance of the contract**

5.1 “Geyer & Hosaja” Sp. z o.o. is obliged to deliver the goods in accordance with the deadline specified in the contract. Unless agreed differently, the collection of the ordered goods takes place in the warehouse “Geyer & Hosaja” Sp. z o.o. in Partynia or Przeworsk. At the customer's request, the goods can be delivered at their expense to the address indicated. If the Buyer does not specify in the order the shipping company that is to collect the ordered goods, the company will be selected by “Geyer & Hosaja”.

5.2 The risk of the loss or damage to the goods passes to the Buyer when it is handed over to the Buyer's representative or to the transport company.

5.3 Interpretation of provisions of a contract such as EX WORKS, CIF etc. corresponds, at the time the contract is concluded, to a contractual trade use agreed by the International Chamber of Commerce in Paris (INCOTERMS).

## **6. Buyer's rights**

6.1. The Seller is not obliged to check the suitability of the subject of the contract for the predicted purposes of the Buyer. The seller is bound only by the properties or parameters of the subject of the contract clearly described in the contract (conformity of the goods with the contract).

6.2 Examining the suitability of the subject of the contract to the needs and purposes of the Buyer, is the Buyer's responsibility. By placing an order, the Buyer declares that the subject of the contract responds to the needs and objectives of the Buyer.

6.3 The buyer is obliged to check the subject of the contract immediately in terms of its compliance with the contract, at the latest on the dates specified in point. 7.3.3, subject to 3.6, 3.7, 3.8.

## **7. Responsibility for defects**

7.1 The company “Geyer & Hosaja” Sp. z o.o. grants a guarantee for sold products in accordance with separate warranty conditions.

7.2 At the same time, referring to goods covered by the manufacturer's warranty, pursuant to art. 558 of the Civil Code, the liability of “Geyer & Hosaja” Sp. z o.o. is excluded under the warranty specified in the provisions of the Civil Code.

7.3 The conditions of GST regulate the full and final responsibility of the Seller under the warranty, in relation to goods not covered by the manufacturer's warranty. In the case of goods not covered by the manufacturer's warranty, the Parties limit the statutory rights of the Buyer under the warranty to the rights and rules stated in the points below:

7.3.3 The buyer, after receiving the subject of the contract, must immediately check it for any visible and hidden defects. The Buyer is obliged to notify “Geyer & Hosaja” immediately by letter, fax or email at the latest within 7 days of getting the subject of the contract, under the clause of losing the right to invoke the non-conformity of the goods with the contract. Hidden defects must be reported immediately in the way specified above at the latest within 7 days of their detection or the possibility of their detection, while

the Buyer is required to conduct a test of compliance of the subject of the contract with the Agreement within 30 days of the contract by “Geyer & Hosaja”. If the buyer has not performed these activities within the time limits specified above, the subject of the contract is considered to be checked and approved by the Buyer. In case of a defect, “Geyer & Hosaja” is entitled to ask the Buyer to send or give access to the disputed goods for verification. In the case of an unjustified refusal, the Buyer loses the right to refer to the non-compliance of the subject of the contract with the Sales Agreement. In case of a justified defect notification, “Geyer & Hosaja” is obliged to deliver a product free of defects within 30 days from the date of the complaint. “Geyer & Hosaja” is not liable for damage caused, if the subject of the contract has been used before checking or testing.

7.3.4 Claims and rights resulting from non-compliance of the goods with the contract, appertain to the Buyer within 12 months from the performance of the contract by the Seller.

7.4. Apart from the abovementioned rights resulting from the guarantee and warranty, the Customer is not entitled to lodge claims, in particular for damages, payment of compensation or a reduction in the price. Moreover, the customer has no right to terminate this contract.

## **8. Change in the terms of contracts**

8.1 Any arrangements amending or repealing any of the provisions described above, require confirmation for their validity in a written form under the clause of nullity.

## **9. Partial annulment.**

9.1 If a particular provision of the General Sale Terms turns out to be inconsistent with the applicable law or is considered void or ineffective pursuant to a judgment of a competent court, it will not affect the validity and effectiveness of the remaining provisions. The remaining provisions remain valid. In this case, the parties undertake to change the invalid or ineffective provision accordingly, with the prior intention of the parties.

## **10. Force majeure**

10.1 Neither party is liable for non-performance or improper performance of obligations under the contract, if it is caused by force majeure. Force majeure is considered to be all circumstances and phenomena which could not be predicted or prevented reasonably and which are external to the parties of the contract and are not caused by any of them, or by any persons they are responsible for.

## **11. Confidentiality clause**

11.1 “Geyer & Hosaja” undertakes to keep all information provided and made available to it for the proper implementation of the Order by the Buyer. Such information may be made available only to employees and subcontractors working directly on the implementation of a given Order. “Geyer & Hosaja” declares that all sub-suppliers who will be engaged to service the Buyer's orders, have concluded an agreement with “Geyer & Hosaja” that obliges them to keep all information from the Buyer confidential.

11.2 All documentation provided to the client, in particular documents and technical data, must be treated by the client and its staff as strictly confidential. Such documents and / or data may not be copied, photocopied, reproduced, without the written consent of the Seller. The Client certifies that his staff is subject to the same confidentiality obligations and is liable for all damages incurred by the Seller in this respect.

## **12. Personal data**

12.1 If, in case of the performance of a given Order, it is necessary for the SELLER to process personal data, the administrator of which is the ORDERING PARTY, the GSCT shall constitute a contract for the SELLER, to whom processing of personal data was entrusted by the ORDERING PARTY, to which the following provisions apply.

12.2. The SELLER undertakes to process personal data only for the purpose of performing the Services predicted in the Order and within the scope of performing the given Order.

12.3. The SELLER undertakes to process personal data entrusted by the CUSTOMER in accordance with the regulations of the Act of August 29, 1997 on the Protection of Personal Data (Dz. U. z 2016 r. poz. 922 z późn. zm.) (*Journal of Laws of 2016, item 922, as amended*) and in accordance with the issued on its basis executive regulations, in particular in accordance with the regulation of the Minister of Interior and Administration from 29 April 2004 on processing the documentation of personal data and technical and organizational conditions that should be required by devices and IT systems used to process personal data (Dz. U. z 2004 r., Nr 100, poz. 1024) (*Journal of Laws of 2004, No. 100, item 1024*) and other requirements specified in legal acts regulating the protection of personal data, which will be in force after April 1, 2017.

12.4. The SELLER, for the processing of personal data allows only persons who have appropriate personal authorizations to process personal data. For this purpose, the ORDERING PARTY authorizes the SELLER to issue and revoke personal authorizations to process personal data and to keep records mentioned in art. 39 par. 1 of the Act referred to in par. 3.

12.5. The ORDERING PARTY agrees that the SELLER may entrust the processing of personal data to subcontractors who have concluded a relevant agreement with the SELLER in accordance with Article

31 of the Act referred to in par. 3 and the Contractor's insurer, if the need of damage liquidation arose. If the SELLER entrusts the processing of personal data to subcontractors from a third country, in accordance with Article 48 par. 2, section 1 of the Act of August 29, 1997 on the Protection of Personal Data (Dz. U. z 2016 r. poz. 922 z późn. zm.) (*Journal of Laws of 2016, item 922, as amended*) personal data will be transferred on the basis of standard data protection clauses on the transfer of personal data processing data established in third countries, under Directive 95/45 / EC adopted by the European Commission on December 27, 2001 (C (2001) 4540).

### **13. Final provisions.**

13.1. For the explanation and application of General Sale Terms (GST), Polish law is applicable. Any issues not covered in GST shall be governed by the relevant provisions of the Civil Code, the Parties agree to exclude all other rights of the ORDERING PARTY regarding non-performance or improper performance of the Order beyond that granted in GST.

13.2. The GST shall be binding the Parties at the time of placing the Order within the meaning of GST.

13.3. The provisions of the GST may be changed between the Parties only in a written form under the clause of nullity, subject to the provisions of par. 4.

13.4. The SELLER reserves the right to change GST. The change of the provisions contained in GST for its validity and entry into force, requires the SELLER's statement placed at the Internet address: [www.geyer-hosaja.com.pl](http://www.geyer-hosaja.com.pl), about the change of GST and its scope. The change of GST authorizes the CUSTOMER to submit a statement terminating the contract by notice with the effect from the date of entry into force of the new GST, however, the Orders accepted by the SELLER in the period of valid GST will be implemented on the current basis. The ORDERING PARTY statement should be submitted in a written form within 3 days from the date of receiving the information about the SELLER's announcement on the website referring the changes of GST.

13.5 All disputes arising from this contract shall be considered by common court of law relevant to the Seller's registered office.

13.6. These terms and conditions shall apply from 01/12/2017.