

# GENERAL CONDITIONS OF EXPORT SALES GCES 2018

## ZETKAMA Spółka z ograniczoną odpowiedzialnością

### § 1

#### GENERAL PROVISIONS

1. Export sales of goods from ZETKAMA sp. z o.o. with its registered office in Ścinawka Średnia ("ZETKAMA") takes place under the conditions laid down in these General Conditions of Export Sales "GCES" which form an integral part of all contracts concluded by ZETKAMA with customers.
2. The GCES provisions concern implementation of all export orders submitted by customers and they apply to all commercial relations with ZETKAMA. They also apply even if they are not invoked at each commercial transaction. The content of GCES is available at [www.zetkama.com](http://www.zetkama.com).
3. Any derogation from the provisions contained in GCES shall be made in writing and shall not give rise to repeal other GCES conditions.
4. Client's trade conditions that are different from those specified in GCES are not applicable to the cooperation between ZETKAMA and the client unless they are clearly and unambiguously accepted by ZETKAMA.
5. Arrangements made orally and via telephone by ZETKAMA employees shall only be binding for ZETKAMA if they are confirmed in writing by a person authorized to act on its behalf.

### § 2

#### ORDERS

1. Sales of goods by ZETKAMA to a customer is made under an order ("Order") submitted to ZETKAMA in writing, electronically, by fax or mail. The order shall be submitted under the conditions laid down in the agreement between the Parties or on the basis of a valid individual commercial offer made to customer by ZETKAMA. Each order should include the determination of:
  - a) the kind of goods,
  - b) the number of goods
  - c) planned date of delivery of the goods.
2. ZETKAMA shall respond to the customer on the order submitted within 3 working days from the date of receipt of the order. Written confirmation of order receipt by ZETKAMA shall mean its adoption to implementation. No response within this period is not equivalent to order's acceptance.
3. In reply to the order, ZETKAMA may:
  - a) accept the Order without modification,
  - b) accept the Order with modification,
  - c) refuse to accept the Order.
4. If ZETKAMA accepts the Order with modification, it shall be binding, if its modified version is confirmed by the customer within 3 days of receipt. No response within this period is not equivalent to Order's acceptance. Re-modification of the Order by the customer shall be considered as a new Order.
5. Confirmation of Order receipt should be submitted in the same form as the Order.
6. In the case of Order with immediate goods receipt, a VAT invoice issued by ZETKAMA shall be a confirmation of an order.
7. The provision of Article 68 § 1 of the Civil Code which states that the response to an offer subject to amendments or additions which do not alter the content of the offer shall be interpreted as its adoption, shall not apply to modifications of orders introduced by the Parties and order confirmation, or to all correspondence between the

Parties relating to the determination of the content or the terms of the Order. Any modifications require the consent of the other Party.

8. Any provisions concerning contractual penalties that the customer shall be entitled to from ZETKAMA, specified in the Order or other document originating from the customer (including the general conditions of purchase adopted at the customer) are not binding for ZETKAMA, unless ZETKAMA clearly and unambiguously expresses its consent to be bound by these provisions.

### **§ 3**

#### **THE TERM OF ORDER EXECUTION**

1. The delivery of goods shall take place within the time limit specified in the confirmation of order receipt for execution.
2. Delivery date shall be deemed to have been observed if the product has been prepared for loading in accordance with the agreed timetable.
3. Earlier or partial delivery shall be acceptable unless the parties expressly agree otherwise.
4. Cases of force majeure and in particular impossible to predict any kind of events such as strikes, cataclysms, war and all others that may impede or prevent regular deliveries, production process or supply of goods shall entitle ZETKAMA to extend the time limit of order execution with a period equal to the period of force majeure occurrence.
5. If the delay in delivery of goods shall be extended by more than 30 days, the customer has the right to withdraw from a contract without the right to compensation.

### **§ 4**

#### **GOODS DELIVERY**

1. The deliveries of ZETKAMA's goods shall take place under FCA (from the plant Ścinawka Średnia or Sosnowiec) - Incoterms 2010.
2. Upon written request of the customer and at its expense, ZETKAMA shall send goods to an address indicated by the customer.
3. The goods may be provided by ZETKAMA to customer's address or to a recipient indicated by the customer, via a carrier selected by ZETKAMA or specified by the customer or the recipient that is duly authorized.
4. Upon the issue of goods, transport risk shall be borne by the customer. Only in the case of the delivery of goods with ZETKAMA's transport, the risk of their loss or damage shall burden the supplier.
5. The Parties shall insure the goods at their own expense, according to the risk of carriage spread in accordance with the above provisions.
6. The customer is required to carry out a visual quantitative and qualitative inspection of goods and packaging at the time of receipt, confirming with its signature on the PACKING LIST or shipment document compliance of the product received with the specification contained in the PACKING LIST or shipment document.
7. Any complaints regarding the quality or quantity of the product do not entitle the customer to withhold payment for its Order, as well as to make any deductions from the charges which are to be paid by the customer.
8. If ZETKAMA finds it impossible to deliver the goods within the agreed time for reasons attributable to the customer or third party indicated by it, the client shall be charged for any costs associated with the storage and delivery of the missed commodity, including transport costs in both ways contracted by ZETKAMA.

## **§ 5**

### **MINIMUM VALUE OF ORDERS**

1. ZETKAMA shall accept Orders to be executed for a minimum amount of EUR 1,000, after discount.
2. For each Order worth less than EUR 5,000, ZETKAMA shall charge an administrative fee of EUR 50.
3. ZETKAMA reserves the right to request an advance payment by the customer prior to the execution of the Order.

## **§ 6**

### **PAYMENT RULES**

1. For goods and services provided by ZETKAMA, prices listed in the Order Confirmation shall be applicable.
2. The prices for ZETKAMA's goods do not include prices for packages.
3. All receivables due to the purchase of goods and services from ZETKAMA shall be settled by the customer to ZETKAMA's bank account within the time limit specified in the VAT invoice.
4. The moment of payment shall be the moment when ZETKAMA's bank account shall be credited.
5. For any delay in the payment by the customer, ZETKAMA shall be entitled to interest at the rate of interest for delay in commercial transactions.
6. In the case of unpaid invoices, payments made by the customer shall be classified at ZETKAMA's discretion, first to pay the outstanding additional receivables and outstanding principal receivables (together with additional receivables related to them) from invoices with the latest date. The customer shall hereby agree to this way of assigning payments that it makes and in this respect ZETKAMA shall be released from the obligation to submit a separate statement on how to assign individual payments made by the customer.
7. In case the customer delays with the payment of all or part of the obligations resulting from a VAT invoice, ZETKAMA shall be entitled to suspend the implementation of other Orders made by the customer, but not executed until the customer settles the outstanding commitments.
8. In case the customer delays with payment of all or part or of an obligation arising from a VAT invoice, ZETKAMA shall be entitled to withdraw from execution of currently submitted orders.
9. If after the conclusion of the Contract, but before it is implemented by ZETKAMA, there occur circumstances independent of ZETKAMA, justifying an increase in the price of the goods or services such as sudden increase in the price of materials for the manufacture of goods by ZETKAMA's provider of materials, increase in, introduction of additional duties or other public charges, ZETKAMA shall be entitled to an appropriate, unilateral increase in the price of goods or services, but it shall indicate the reason for an increase in prices. An increase in the price of the goods or services may not be higher than the actual increase in components affecting the price.

## **§ 7**

### **ELECTRONIC INVOICES**

1. Upon submitting an Order, the customer simultaneously agrees to receive electronic invoices from ZETKAMA in accordance with the relevant legislation.
2. Electronic invoices shall be sent from ZETKAMA's corporate e-mail boxes on customer address specified in the Order.
3. Acceptance of electronic form of sending invoices does not exclude the possibility of sending them in paper form upon customer's request. However, ZETKAMA reserves the right to charge administrative fees for sending invoices in paper form.

## **§ 8**

### **CERTIFICATE OF QUALITY CONTROL AND CERTIFICATE OF RECEIPT**

1. ZETKAMA's goods meet European standards.
2. ZETKAMA issues certificates of quality control and certificates of receipt according to PN:EN 10204:2006 3.1 and 3.1 with mechanical and chemical characteristics in electronic or paper form.
3. Cost of issue of 3.1 certificate - EUR 10 per certificate  
Cost of issue of 3.1 certificate with mechanical and chemical characteristics is:
  - a) EUR 15 net for 1-10 pieces of valves,
  - b) EUR 20 net for 11-50 pieces of valves,
  - c) EUR 25 net for over 50 pieces of valves.
4. Electronic certificates do not require the signature to be valid.
5. Electronic certificates shall be sent from ZETKAMA's corporate e-mail boxes on customer address specified in the Order.
6. Electronic form of certificates does not exclude the possibility to send them in paper form by ZETKAMA upon special request from the customer. However, ZETKAMA reserves the right to charge administrative fees for sending certificates in paper form.

## **§ 9**

### **WARRANTY**

1. ZETKAMA shall grant a guarantee of quality ensuring proper functioning of the goods offered for a period of 18 months from the date of installation of the goods covered by the Order, but not more than 24 months from the date of delivery of the goods, provided that they are installed and operated in accordance with the user and operation manual and technical conditions and parameters laid down in ZETKAMA's data sheets.
2. The customer shall report any hidden deficiencies to ZETKAMA immediately after they are detected.
3. This notification is required in writing.
4. ZETKAMA shall accept no liability for damage caused by incorrect or negligent use of the goods and in particular for incorrect installation.
5. In the event of damage attributable to the customer which ZETKAMA shall be liable for, this responsibility shall cover only the losses incurred by the customer.
6. ZETKAMA has the right to abstain from asserting customer's claims under the guarantee, until the customer settles all outstanding commitments.

## **§ 10**

### **FINAL PROVISIONS**

1. All the technical data of the goods contained in the drawings, catalogs, price lists and other documentation provided by ZETKAMA are of indicative and informative nature and are not guaranteed unless ZETKAMA clearly and unambiguously shall indicate otherwise.
2. Any contract or legal act made between ZETKAMA and a client in the context of these GCES shall be governed by the Polish law, excluding any international regulations, including the United Nations Convention on Contracts for the International Sale of Goods.
3. Any disputes arising out of GCES, contracts for the sale of goods or services concluded between ZETKAMA and the customer shall be settled by a court of competent jurisdiction for ZETKAMA.
4. The nullity or ineffectiveness of any of the provisions of GCES shall not affect the validity and the effectiveness of other provisions. The Parties shall seek to replace the invalid or ineffective provisions by valid and effective provision which reaches in a closest or the same or similar way the financial and economic target, subject to the provisions of Article 58 § 3 of the Civil Code.