

## **GENERAL SALE CONDITIONS**

### **I. General information. Definitions.**

1. In these General Sale Conditions, hereinafter called "the Conditions", which shall constitute an integral part of the Contract overleaf, "the Seller" means "Tecsolum Industrial Brushes Manufacturers sp. z o.o. ", "the Buyer" means the person, the company or any other institution to which the Contract is addressed, "the Goods" mean the goods or services which "Tecsolum Industrial Brushes Manufacturers sp. z o.o." agrees in writing to supply to the Buyer.
2. Placing an Order by "Buyer" specified the ordered goods, quantity, term and place of delivery is the base condition of contract.
3. Placing an order by the Buyer means an acceptance of the Conditions.
4. We object to any changes introduces by "Buyer" into these General Sale Conditions.
5. We object to any terms or conditions of the Buyer be contrary to the Conditions and the sale of Goods by Dolam to the Buyer shall not constitute acceptance of such other terms, conditions or provisions. These Conditions apply to all business relations with the Buyer even when are not expressly referred to in further contract, unless any alterations are agreed in writing by the Buyer and the Seller specifically for a contract. In such a case the alterations prevail over the Conditions and the Conditions shall apply as far as are not contrary to the alterations. A facsimile transmission means also a writing form unless otherwise specifically indicated or agreed.

### **II. Offer, order, confirmation.**

6. Seller's offer is not binding.
7. Buyer's order requires Seller's Confirmation in writing.
8. A contract under which the Seller shall sell Goods to the Buyer shall only come into existence once the Buyer has received the Seller's Confirmation, but with reservation of the p. 9
9. If the Buyer has any objection to the content of the Confirmation, he shall notify the Seller within 7 days hereof. Otherwise the Contract shall be understood as valid.
10. The "Seller" is not responsible for mistakes made by "Buyer" in order.

### **III. Date of delivery, delivery.**

11. Delivery dates result from the Seller's Confirmation. Further changes of the Buyer's dispositions as for forwarding instructions, packing etc., may cause delay in delivery appropriate for changes disposed. The same is valid if whichever details of the Contract and/or of the workmanship have to be adjusted or explained, or the Buyer delays providing the Seller with specifications, patterns, samples, drawings, tools, certificates etc. deemed to be necessary to perform the Order.
12. Partial deliveries are permitted unless otherwise stipulated in the Contract.
13. If the Goods are not received within 14 working days after the Seller's advice of shipment the Buyer shall notify the Seller within 7 days in writing. If no such notification is given within the time limit prescribed the Goods shall be deemed as delivered in accordance with the Contract.

### **IV. Force majeure.**

14. If the circumstances are beyond the Seller's or the Buyer's control, especially but not limited to: interference in the production or transport of the Goods owing to strikes, lock-outs, breakdowns in plant or machinery, accidents, unavailability or shortage of materials or energy, any local or national emergency, trade disputes, compliance with request of any local or

national authority, delivery may be delayed or stopped upon notice being given until normal conditions again prevail.

#### **V. Risk transfer.**

15. The risk shall transfer onto the Buyer's side when the shipment of the Goods ordered is done, at latest. The same shall apply when the Goods are delivered partially.

#### **VI. Prices.**

16. Unless otherwise stipulated in the Contract, the prices shall be understood as net excluding packing, freight, postage, insurance, duties, storage, loading, de-loading, value added tax (VAT).

17. Any increase in the price of raw-materials will entitle the Seller to raise the price stipulated in the Contract, but no more than the substantiated direct cost (without additional oncosts or overheads).

18. Bank charges as well as any expenses are not included in the prices and shall be borne by the Buyer.

#### **VII. Terms of payment.**

19. Unless otherwise stipulated in the Contract, the Seller's invoices will be settled net within 30 days of the date of invoice by wire transfer free of bank and transmission charges.

20. Neither bills nor cheques will be accepted unless agreed by the Seller in writing.

21. The Seller will be entitled to reject bills/cheques without giving reason.

22. If several invoices are due, the Seller will be entitled to require the priority of effecting payment even at different Buyer's dispositions.

23. The Seller will be entitled to stop deliveries when the Buyer delays in payment(s).

24. The Seller reserves the right to charge interest for default upon the Buyer as 0,5% of the invoice-amount for each week beyond the due-date.

25. Invoices have to be paid in full invoiced amount. Any possible claim will be dealt with separately. The claim may not be deducted from the invoiced amount.

#### **VIII. Property in Goods transfer.**

26. The Goods shall remain the Seller's property as far as the full price is paid. If the settlement is made by cheque/bill the Goods shall remain the Seller's property as long as the cheque/bill drawn in full amount of the invoice is collected.

27. Using of delivered goods is permitted in case of payment in full amount of the invoice.

#### **IX. Complaints.**

28. The Buyer is obligated to inspect the Goods received. If wrong Goods appear to be delivered, or the quantity does not conform to the bill of lading or the specification the Buyer shall notify the Seller hereof in writing, within 7 days of the reception Goods, at latest, before any further processing is made. The same is valid for each visible damage and/ or defect which may be easy recognised, which means this damage/ defect may be detected without additional test or measurement. In case of damage the Buyer shall notify additionally the forwarder and the insurer. If the Buyer does not abide by above obligations the delivery shall be understood as accepted.

29. Mounting or further processing the Goods received undertaken without prior inspection exclude further claims.

30. The Goods complained are to be sent back to the Seller immediately. The Seller will replace the Goods complained with the faultless ones within 30 days, unless otherwise settled.

## **X. Guarantee.**

31. The Seller will guarantee the quality of raw materials and of workmanship, with having regard to the stand of technology, within 12 months of the date of reception Goods, provided that the Goods are used and stored properly and conformable to their technical specification. Detailed terms are subject to the technical specification.
32. The Seller takes no responsibility for consequences resulting from improper use or from use not in conformity with purpose.

## **XI. Withdrawal.**

33. The Buyer will be able to withdraw from the Contract only when the Seller adhere seriously to the Contract's settlements or when deliveries are repeatedly delayed. The Buyer may claim for compensation appropriately to losses resulting from the Seller's fault, if arisen. The Buyer shall supply documentary evidence for the losses prior.

## **XII. Third party rights.**

34. If the Goods ordered shall be made accordingly to drawings, patterns, specifications and/or by using tools, materials, samples etc. be provided by the Buyer, the Buyer shall be liable for claims of third parties because of their rights being adhered.