

# GENERAL TERMS OF CONDITIONS OF SALES (GTCS) OF PRODUCTS AND SERVICES OFFERED BY ASSMANN DISTRIBUTION SP. Z O.O.

# ASSMANN

**ASSMANN Distribution Sp. z o.o.** with its registered office in Wrocław at ul. Szczecińska 19, 54-517 Wrocław, entered into the Register of Entrepreneurs kept by the District Court for Wrocław – Fabryczna, 4th Commercial Division of the National Court Register under the number KRS 0000284705, holding the Tax Identification Number [NIP]: 8951883569, Polish National Business Registry Number [REGON]: 020543570 (hereinafter referred to as the **“Supplier”**) provides the following General Terms and Conditions of Sales of products offered by ASSMANN Sp. z o.o.

## §1

### GENERAL PROVISIONS

1. General Terms and Conditions of Sales of products offered by the Supplier (hereinafter referred to as the “GTCS”) define the terms and conditions of cooperation in the scope of concluding and performing contracts of sale of goods covered by the Supplier’s offer (hereinafter referred to as the “Supplier’s Offer”), delivery performance and responsibility for order processing.
2. Under these GTCS the Recipient is exclusively an entrepreneur, i.e. a legal person, an organizational unit without legal personality and a natural person conducting business activity on the basis of an entry into the register of business activity, running business or professional activity on its own behalf. GTCS do not apply to contracts concluded with consumers, i.e. natural persons performing with the Supplier a legal action not directly related to their business or professional activity.
3. GTCS specify the rules of concluding all sales contracts and are each time an integral part of all sales contracts concluded by the Supplier and the Recipient (hereinafter referred to as the “Sales Contract”). The Parties to the Sales Contract may exclude the application of some of the provisions of these GTCS in whole or in part.
4. The GTCS are available on the Supplier’s website at the address: <https://www.assmann.pl>.
5. In case of conflict between the GTCS and the Sales Contract concluded between the parties, the provisions of the Sales Contract shall prevail over the provisions of the GTCS.
6. Within the framework of performance of the Sales Contract concluded on the basis of the GTCS, the Supplier undertakes to sell to the Recipient the goods included in the Supplier’s Offer (hereinafter referred to as the “Goods”), and the Recipient undertakes to collect the Goods in question and make timely payment for them.

## §2

### ORDERS

1. The sale of the Goods shall be carried out each time on the basis of detailed orders placed in writing, by phone, by electronic means (e.g. e-mail) or within the framework of on-line sales, with the indication of: the type, quantity of the Goods covered by a given order, date and place of release (possibly the exact address of the place where the Goods are to be delivered), indication of the person(s) authorized to collect the Goods, sent by the persons authorized on behalf of the Recipient (hereinafter referred to as the “Orders”).
2. Orders may be placed at the Supplier’s address, by phone, by electronic means (e.g. by e-mail) or in the Internet sales network via the website: <https://pl.assmann.shop/pl/>.
3. All Orders must be confirmed by the Supplier and may be confirmed in writing, by telephone or by electronic means (e.g. by e-mail) to the address of the authorised person who has placed the Order (hereinafter referred to as the “Order Confirmation”). The Order Confirmation shall include the quantities of Goods and their prices as well as the confirmation of the Order delivery date. The Supplier shall be obliged to process Orders placed as stated above.
4. The Supplier reserves the right of ownership of the product being the subject matter of the Sales Contract until the



product has been paid for in full within the meaning of the Civil Code. The Supplier owns the product until full payment for the received product's price and other receivables resulting from the sales contract are made, regardless of the place of storage or installation in other objects.

5. The Sales Contract concerning the goods ordered by the Recipient comes into effect at the moment of confirming the Order by the Supplier pursuant to section 3 above or issuing an invoice for the ordered Goods.
6. The Supplier undertakes to make every effort to ensure the timely processing of the Order, however, the Recipient shall not be entitled to any compensation for untimely delivery of the Goods.
7. The Supplier shall have the right to refuse to accept an order without giving any reason.
8. The rules of on-line sales are set out in the "Regulations of the on-line ordering system", available at the address: <https://www.assmann.pl/pl/wsparcie/dokumenty-do-pobrania/>.

## §3

### DELIVERY AND RESPONSIBILITY FOR ORDER PROCESSING

1. The Recipient shall be obliged to collect the Goods, at the time and place indicated in the Order Confirmation, by the persons authorized to collect the Goods, indicated by the Recipient in the Order, unless the parties agree otherwise.
2. The receipt of the Goods shall each time be confirmed by a person authorized to receive the Goods indicated in accordance with the disposition of § 2 section 1 above, by signing an appropriate document including confirmation of the quantity and quality of the delivered Goods, which shall be the sole basis for acceptance and consideration of the complaint by the Supplier.
3. In the case that the Goods delivered to the Recipient, in accordance with section 2 above, do not correspond to the Order specification or the Order was not placed at all or it was placed by an unauthorized person, the Recipient shall be obliged to send back the Goods to the Supplier not later than on the next working day.
4. The costs of delivery of the Goods shall be borne by the Recipient, unless the Order Confirmation stipulates otherwise.
5. The Recipient or a person authorized by them in accordance with § 2 section 1 GTCS shall be fully responsible for checking the conformity of the delivered Goods with the attached invoice and the Order at the moment of receiving the products.
6. The prerequisite for asserting any claims for shortages, damage to the shipment and nonconformity of the invoice with the Order is to draw up a complaint report with the participation of an employee of the courier company or refusal to accept the delivery at the time of delivery pursuant to Article 545 of the Civil Code and to immediately notify the Supplier by using the means of communication specified in § 2 section 2 of the GTCS.
7. The Supplier shall have the right not to consider the complaint within the scope of claims made after receiving the shipment from the courier company or after accepting the Goods directly in the Supplier's warehouse.
8. The failure to accept the Goods within the set deadline shall entitle the Supplier to charge a contractual penalty in the amount of PLN 20 net (in words: twenty PLN) for each day of delay in acceptance, by virtue of storage costs, however, the Supplier shall be entitled to claim additional compensation up to the full amount of damage suffered.
9. The Supplier shall not be liable for damage due to delivery errors or delays caused by the carrier/courier company's action or omission.
10. The risk of accidental loss or damage to the product shall pass on to the Recipient at the moment of releasing the



Goods to the Recipient. If the product is to be sent by the Supplier to the place indicated in the Order, release shall be made at the moment of transferring it to a carrier carrying such goods.

11. The Supplier shall only be liable for damage caused intentionally or through gross negligence. This liability covers only actual damage.

## §4

### PAYMENTS

1. Payments for the delivered Goods shall be made by bank transfer to the Supplier's account on the basis of relevant invoices (or proforma invoices) issued by the Supplier and delivered to the Recipient.
2. The cost of delivery of the Goods on terms specified in the Order shall be added to the invoice in accordance with the "Terms of Domestic Delivery", available at the address:  
<https://www.assmann.pl/pl/wsparcie/dokumenty-do-pobrania/>.
3. VAT shall be added to the prices of the Goods in accordance with applicable regulations.
4. Selling prices presented in a foreign currency shall be converted into PLN according to the average exchange rate of the National Bank of Poland on the day preceding the issue of the invoice, i.e. on the day of release of goods.
5. The Supplier accepts that the day of delivery of the Goods is the day of release of the Goods to the carrier/courier in a situation when the Supplier delivers the Goods to the Recipient through the carrier/courier.
6. The Customer authorizes the Supplier to issue VAT invoices without the signature of a person authorized to collect them in the Customer's name.
7. The payment term shall be considered kept at the moment of crediting the Supplier's account with the amount of receivables indicated in the invoice on its expiry date at the latest.
8. The date of payment of the invoice in case when it is deferred shall be determined individually and confirmed by the Supplier in the manner regulated in § 2, section 2 above.
9. In case of a delay in payment the Supplier shall be entitled to charge interest in the statutory amount for a delay in payment. Interest shall be calculated from the day following the day on which the due date expired.
10. In the case when the parties carry out regular cooperation and the Recipient is in default with payment, the Supplier shall have the right to shorten the payment term granted to the Recipient or to require a prepayment for the Goods covered by the Order.
11. Regardless of the provision contained in section 5 above, in case of failure to settle any invoice issued earlier by the Recipient, the Supplier shall be entitled to suspend the processing of the Order, unless the payment is made in the form of prepayment or cash payment together with the payment of all previous arrears. In such a case, the Supplier shall not be held liable towards the Recipient for non-performance of the contract and the Recipient shall waive all claims on this account.
12. The Supplier declares that it has the status of a large enterprise within the meaning of the Act of 8 March 2013 on counteracting excessive delays in commercial transactions.
13. All payments resulting from the Sales Contract concluded by the parties should be made to the Supplier's bank account specified below:



**Bank BGŻ BNP Paribas S.A.**

ul. Kasprzaka 10/16, 01-211 Warszawa

**SWIFT** PPABPLPKXXX

**Bank account no.:**

97 1750 1064 0000 0000 0922 1077 - for payments in PLN

PL75 1750 1064 0000 0000 0922 1085 - for payments in EUR

PL90 1750 1064 0000 0000 1008 8771 - for payments in USD

**§5****GUARANTEE**

1. The Supplier guarantees that the Goods sold to the Recipient on the conditions set out in the GTCS shall be free from material and workmanship defects.
2. Detailed terms and conditions of the warranty and warranty proceedings are available at the Supplier's website at <https://www.assmann.pl/pl/wsparcie/dokumenty-do-pobrania/>.

**§6****RETURNS**

1. Returns of Goods of full value are possible only in justified cases and after obtaining a written approval from the Supplier, unless the Parties agree otherwise.
2. The Supplier shall have the right to charge a handling fee of 10% of the value of the returned Goods, not less than 50 PLN net.
3. The Goods should be returned to the Supplier only with the return number entered in a visible place on the shipment, at the expense and risk of the Buyer to the address: ASSMANN Distribution Sp. z o.o., ul. Szczecińska 19, 54-517 Wrocław.
4. The return of Goods not marked with a return number or sent at the Supplier's expense shall result in the return of those products at the Buyer's expense or refusal to collect.

**§7****CONFIDENTIAL INFORMATION**

1. The parties shall keep secret the material economic conditions of the Sales Contract and other confidential information, unless disclosure of such information is required by law or at the request of the competent authorities and provided that such information may be disclosed to the employees as well as tax and legal advisors.
2. For the purposes of these GTCS, confidential information shall be understood as all information concerning the other party to the Sales Contract, in particular:
  - a. all information covered by the business secret in accordance with legal regulations as well as personal data,



- b. information of technical nature or subject to the parties' business secrets, in particular information on the parties' products, procedures and prices, activities, financial standing, type of products offered and method of production operations,
  - c. provisions of this Sales Contract, information concerning the course of negotiations of the Sales Contract, provisions of other contracts concluded between the parties and information obtained on the basis thereof, (hereinafter referred to as the Confidential Information).
3. The confidentiality obligation shall apply to the protection of Confidential Information received from the other party to the Sales Contract and non-disclosure of such information to third parties without the express written instruction of the other party or its written consent.
4. The parties to the Sales Contract shall be obliged to use the obtained information and documents only in the scope necessary for the proper performance of the Sales Contract.
5. The confidentiality obligation shall not apply to information and documents publicly available or obtained by a party to the Sales Contract from a third party in a manner consistent with the law and not contrary to the provisions of the Sales Contract and the GTCS.
6. The parties to the Sales Contract shall be released from the confidentiality obligation if the disclosure of information is requested by an authorized body to the extent required by law or by a legally binding judgement.
7. Parties to the Sales Contract shall have the right to provide Confidential Information to the public to the extent required by law.
8. If the Confidential Information is disclosed in a manner not consistent with the provisions of the Sales Contract, the party which made the disclosure shall pay the other party to the Sales Contract a contractual penalty in the amount of PLN 1,000.00 (say: one thousand zloty) net for each case of disclosure. This shall not limit the right to claim supplementary damages to the full amount of the damage suffered.
9. The parties to the Sales Contract shall be responsible for maintaining confidentiality by their employees and any other persons they may use in the performance of the Sales Contract.
10. The provisions of this Clause shall also apply for a period of three years after the expiry or termination of the Sales Contract, unless the provisions of law provide for an unlimited duration of the prohibition set out in this Clause.

## §8

### FINAL PROVISIONS

1. To matters not settled herein, relevant legal provisions, and the provisions of the Civil Code in particular, shall apply.
2. The court having territorial jurisdiction over the Company's seat is the court competent for the settlement of possible disputes.

These General Terms and Conditions of Sale (GTCS) shall apply from  
3.11.2020

