



GENERAL TERMS AND CONDITIONS OF SALE

§1. General provisions

1. These General Terms and Conditions of Sales (hereinafter referred to as "GTS") define the rights and obligations of the parties to contracts of sale and delivery of goods, of which the Seller is PLP POLAND (BELOS) Spółka Akcyjna with its registered office in Bielsko-Biała.
2. These GTS are an integral part of sales contracts concluded by the Seller with an entrepreneur purchasing products from the Seller. Any changes, deviations or provisions contrary to GTS included in the Buyer's order or agreed verbally require for their validity express written confirmation by the Seller in the order confirmation. Otherwise, they shall be considered ineffective.
3. These GTS exclude the application of general terms and conditions of purchase applied by the Buyer, as well as any contract templates applied by the Buyer.
4. In the event of conclusion between the Seller and the Buyer of a separate contract containing individual contractual arrangements, the content of the contract shall take precedence over the provisions of the GTS. In matters not regulated in the contract, the provisions of GTS shall apply.
5. These GTS have been published on the Seller's website: <https://www.belos-plp.com.pl/do-pobrania>
The Seller in the offer and order confirmation shall include a reference to the application of these GTS and an indication of the aforementioned website, where they are posted.

§2 Definitions

1. **Seller** - PLP POLAND (BELOS) S.A. with its registered office in Bielsko-Biała (43-300) 74 Kustronia Str.
2. **Buyer** - an entrepreneur, regardless of legal form, entering into a contract of sale of Seller's products with the Seller in the course of its business.
3. **Products** - movables being the subject of the contract of sale between the Seller and the Buyer.
4. **Order** - an offer to purchase Products made by the Buyer in writing or electronically, delivered to the Seller. The order should include at least: the name of the ordered product, quantity, Buyer's data, method, date and place of receipt of the ordered Products, as well as indication of the offer number (if previously submitted).



5. **Confirmation** - the Seller's statement of acceptance of the order, made in writing or electronically, along with an indication of the price of the Products, the total value of the ordered Products, the date of delivery, the place and terms of delivery and the terms of payment.

§3. Conclusion of the contract

1. Information about the Products offered by the Seller presented in various information materials or on the website are for information purposes only and do not constitute an offer within the meaning of the Civil Code.

2. The Buyer may place orders in writing, as well as electronically by sending an order in electronic form or a scan of a signed order to sprzedaz@plp.com.

3. The Seller shall confirm acceptance of the order in writing, as well as electronically by sending an order confirmation in electronic form or a scan of the signed confirmation to the Buyer's e-mail address from which the order was sent.

4. The contract of sale is concluded when the Buyer receives the Seller's order confirmation.

6. In the event of a discrepancy between the order placed by the Buyer and the order confirmation, the order confirmation is binding, unless the Buyer immediately (no later than within 2 working days after receiving the confirmation) cancels the order, in writing, as well as electronically.

§4 Price and payment conditions

1. The prices of the Products and the payment term shall be indicated by the Seller each time in the offer or order confirmation. The price applies only to Products covered by the offer or order confirmation and does not apply to other orders.

2. Prices quoted by the Seller are net prices and will be increased by the applicable VAT.

3. The prices quoted by the Seller do not include any customs duties or other financial burdens imposed on the Products according to the law applicable to the Buyer's registered office.

4. The Seller shall have the right to unilaterally increase the price in a situation where, after the conclusion of the contract, there are premises of an objective nature justifying an increase in the price of the Product over which the Seller had no influence, such as, for example, changes in rates of tax on goods and services.



5. The Seller is entitled to change prices in the situation of an increase in the prices of raw materials, materials, energy, transportation costs or labor costs (an increase in the rate of minimum wages, an increase in Social Security contributions, a change in the rules for being subject to social security and health insurance). The basis for determining the level of prices and their increase will be the data published in <https://pl.tradingeconomics.com/poland/indicators> as of the date of confirmation of the order and as of the date of the Seller's statement of price change. The updated prices will apply to deliveries made after the information about the price change is communicated to the Buyer.
6. Payment of the price shall be made by transfer to the bank account indicated by the Seller in the VAT invoice.
7. The date of payment shall be the date on which the Seller's bank account is credited.
8. In case of late payment, the Seller shall have the right to charge statutory interest for delay in commercial transactions at the current rate.
9. Delay in payment of amounts due in excess of 7 days shall entitle the Seller to suspend further deliveries. Resumption of deliveries may be subject to the provision of adequate security, advance payment or payment of the total price in advance.
10. Notwithstanding the above, the Seller shall have the right at any time to independently assess the financial situation of the Buyer. In case of reasonable doubts as to the Buyer's ability to timely fulfill his obligation to pay the price, the Seller shall have the right at any time to require payment of all or part of the price in advance or to provide security.
11. Delay in payment of amounts due in excess of 21 days shall entitle the Seller to withdraw from the contract. In such a situation, the Buyer shall be obliged to return the delivered Products within the deadline set by the Seller.
12. The Products remain the property of the Seller until full payment of the price specified in the invoice. The Buyer shall be obliged to mark and store separately the Products owned by the Seller.
13. The Buyer shall be liable for the loss of the Products from the moment of their receipt.

§5 Delivery and transportation of Products

1. The Products shall be delivered on the date specified in the order confirmation.
2. The cost and risk of loading and transportation of the Products shall be borne by the Buyer or the Seller - depending on the agreed terms of delivery.



3. The risk of damage, destruction or loss of the Products shall pass to the Buyer at the time of receipt by the Buyer.
4. The Buyer shall be obliged immediately upon receipt of the Products to verify compliance with the order and the condition of the shipment, quality, quantity and assortment. The Buyer is obliged to immediately (i.e. within 2 working days at the latest) report objections to the carrier and the Seller.
5. In the event of non-collection of the delivered Products, the Seller shall be entitled to charge the Buyer with contractual penalties in the amount of 0.1% of the value of the uncollected Products for each day of delay, as well as to charge the Buyer with transportation and storage costs.

§6 Warranty

1. The Seller shall give 24 months warranty for the sold Products.
2. The warranty period starts from the date of delivery of the Products to the Buyer.
3. The warranty shall cover only defects arising from causes originally inherent in the sold Product. The warranty does not cover defects arising from other causes, including in particular defects arising from improper installation or operation of the Product.
4. Under the warranty, the Seller shall be responsible only for the free repair of the defective Product or free delivery of a new Product free of defects. The choice of the method of fulfillment of warranty obligations is up to the Seller.
5. The Buyer is obliged to report a complaint no later than 3 working days after the discovery of the defect. Proving the moment of discovery of the defect shall be the burden of the Buyer. Only defects that arose, were discovered and reported during the warranty period are covered by the warranty.
6. Along with the complaint notification, the Buyer is obliged to provide the Seller with the defective Product, and if not possible - to provide photo documentation, on the basis of which it will be possible to determine that the defect actually exists.
7. The Buyer shall lose the rights under the warranty if the Product is found to have been modified or traces of tampering by unauthorized persons.
8. Filing a complaint does not release the Buyer from the obligation to make payment for the Products within the agreed period.
9. Statutory warranty liability for physical and legal defects of the Products is excluded.



§8 Liability

1. The Seller shall be liable for non-performance or improper performance of the contract under the terms of this paragraph.
2. The Seller shall be liable only for actual damages and shall not be liable for lost profits.
3. The Seller shall also not be liable for any indirect damages, including, in particular, the cost of removal of defective Products and installation of new ones.
4. In any case, the Seller's liability for any damage not covered by the exclusion shall be limited to an amount not exceeding 100% of the net contractual remuneration.
5. The Seller shall not be liable in the event of non-performance of obligations under the contract, if this was due to causes beyond his control, which could not be foreseen at the time of conclusion of the contract and which could not be avoided (force majeure).
6. The limitations of liability specified above also apply to warranty liability.

§7 Final provisions

1. The Polish law shall be applicable to these GTS.
2. Any disputes arising between the parties shall be resolved in accordance with the provisions of Polish law. The application of the Vienna Convention on Contracts for the International Sale of Goods signed in Vienna on April 11, 1980 is excluded.
3. The court competent to resolve disputes arising from the application of these GTS shall be the competent court for the seat of the Seller.
4. The invalidity or ineffectiveness of some of the provisions of these GTS shall not affect the validity or effectiveness of the remaining provisions.
5. The Seller shall have the right to store and process personal data of the Buyer for purposes related to the implementation of the sales contract.
6. By accepting these GTS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf in the country and abroad, in connection with the implementation of contracts of sale of Products offered by the Seller.
7. The Buyer may not, without the consent of the Seller, transfer information obtained as a result of business contacts with the Seller to third parties.
8. Any changes to these GTS shall be in writing under pain of invalidity.



9. These GTS shall come into force as of the date of 21/11/2023.

PLP POLAND (BELOS) S.A.
UL. GEN. J. KUSTRONIA 74
43-301 BIELSKO-BIAŁA
POLAND
TEL: +48 33 814 50 21
WWW.BELOS-PLP.COM.PL

SĄD REJONOWY W BIELSKU-BIAŁEJ VIII WYDZIAŁ GOSPODARCZY
NR KRS 00000 50404, NIP: 547 016 98 68, REGON: 070458813,
KAPITAŁ ZAKŁADOWY (WPLĄCONY): 12 091 200 PLN
KONTO BANKOWE: BANK PEKAO S.A. BIELSKO-BIAŁA:
65 1240 4142 1111 0000 4824 4341

PLP.COM