



## GENERAL TERMS AND CONDITIONS OF SALE GAMET S.A.

### 1. General provisions

1.1. The terms used in the General Terms and Conditions of Sale shall have the following meaning:

a) "General Terms and Conditions of Sale" or "GCS" – the General Terms and Conditions of Sale of Gamet S.A.

b) "Seller" – Gamet S.A. seated in Toruń at 33 Chrzanowskiego Street, registered under no. KRS 0000285416 with the register of entrepreneurs of the National Court Register on file with the District Court of Toruń, 7<sup>th</sup> Commercial Division,

c) "Buyer" – a legal person, an organizational unit without legal personality and a natural person who purchased the Goods from the Seller as part of its business activities,

d) "Goods" – the whole range of products offered by the Seller.

1.2. These General Terms and Conditions of Sale constitute an integral part of the quotations made by the Seller, the orders placed by the Buyer and the contracts of sale and delivery executed between the Seller and the Buyer.

1.3 The General Terms and Conditions of Sale are available at [www.gamet.eu](http://www.gamet.eu) website.

1.4. The General Terms and Conditions of Sale shall not apply to the extent otherwise provided for in a separate written agreement between the Seller and the Buyer and in any relations with consumers pursuant to the Consumers Rights Act of 30 May 2014.

### 2. Orders

2.1. The Buyer shall place orders either in writing, via fax, email, B2B platform, or verbally (Seller's confirmation required for order validity) and specifies in particular the following:

- a. name and code of the Goods as used by the Seller,
- b. quantity of the Goods,
- c. suggested delivery date, subject to item 3.1.
- d. exact delivery address of the Buyer.

2.2. Upon order placement, the Buyer unconditionally agrees to the contents of the GCS and the exclusive application of the provisions of the GCS, unless otherwise agreed in writing between the Buyer and the Seller.

It is assumed that the person placing an order with the Seller has been authorised by the Buyer to perform such activities on the Buyer's behalf and in the Buyer's name.

2.3. Any forecasts specifying the expected demand for the Goods of the Seller in a given period of time which are submitted by the Buyer shall be deemed by the Seller as orders and they become binding for both Parties once confirmed as accepted in accordance with the provisions of the GCS. Thereby the Buyer shall purchase from the Seller all the Goods specified in a confirmed forecast in accordance with the terms and conditions of order execution confirmed by the Seller. Any forecast shall only cover a period of up to three consecutive months, unless the Parties agree otherwise.

2.4. For a contract of sale or delivery to be validly concluded, the Seller needs to confirm and acknowledge the acceptance of the order in writing, via email or by fax within 3 working days of receiving it. The Seller's failure to reply shall not be deemed as order acceptance.

2.5. The Seller can confirm and acknowledge the acceptance of the order subject to changes. In such case the changed contract of sale or delivery takes effect, unless the Buyer withdraws the order within 2 working days of receiving the order acceptance confirmation. The order withdrawal has to be made in writing or in electronic form.

2.6. If the Buyer withdraws the order after the deadline referred to under item 2.5., the Seller shall charge to the Buyer an amount equivalent to the price of the Goods and the additional costs related to the order withdrawal. The additional costs include in particular the costs of storage, reworking the Goods into other goods which can be resold to other Buyers within one month of the Buyer's withdrawal or costs of scrapping if it is impossible to rework the Goods or resell them within the deadline stipulated above.

2.7. Any new client or company which previously did not submit to the Seller any registration documents shall provide together with the order the information from the Central Register and Information on Economic Activity or a copy from the National Court Register – depending on the legal form of business activities.

2.8. In the event of any changes to the name, address, method of company representation, phone numbers, e-mail addresses etc., the Seller shall be promptly provided with documents (with originals made available for inspection or certified copies) or statements substantiating the occurrence of the changes.

2.9. Any correspondence, notifications and other statements shall be in writing and given between the Parties in person, via registered letter, fax or e-mail to

the addresses or fax numbers specified in the contract, orders or documents provided in accordance with item 2.8.

2.10. Until the other Party has been notified of the change to the address, phone numbers, e-mail addresses in writing via registered mail with acknowledgement of receipt, the letters served on the currently known addresses, e-mail addresses or fax numbers specified in the contract, order or documents referred to under item 2.8 shall be deemed effectively served between the Parties.

2.11. Any letters sent via registered mail or registered mail with acknowledgement of receipt which the other Party fails to collect shall be deemed served upon expiry of 7 (seven) days of sending. Fax or e-mail messages shall be deemed received by the Buyer 24 hours after sending.

### **3. Completion of deliveries**

3.1. The term for delivery shall be specified in the Seller's quotation sent in response to a request for quotation or in the Seller's confirmation of acceptance of the order from the Buyer.

3.2. The transportation costs shall be charged to the Buyer, unless otherwise agreed in writing or via e-mail between the Seller and the Buyer.

3.3. Upon the Goods release from the Seller's warehouse, the Buyer shall be liable for the risk of accidental loss or damage to the Goods.

3.4. If the Seller is to deliver the Goods to a destination point named by the Buyer, the risk of accidental loss or damage to the Goods shall pass to the Buyer upon the release of the Goods from the Seller's warehouse to the carrier.

3.5. If the Buyer refuses to accept the Goods, the Buyer shall bear all the costs incurred by the Seller

in connection with the contract performance, including in particular the costs of storage, irrespective of the obligation to pay the price for the Goods.

3.6. The Seller shall not be liable for any failure to meet the sale or delivery deadline if any circumstances occur which are unforeseeable, independent and prevent the Seller from performing the Seller's obligations in whole or part, which could not be avoided even if all due care was exercised, and which under Polish law or Polish commercial practice are deemed as Force Majeure. Under the present GCS, the Force Majeure circumstances shall include in particular strikes, blockades of roads, ports, or other commonly used enter and exit points, earthquake, flood, hurricane, epidemic, and other events the Seller could not overcome, and did not and could not foresee, and which are also external to the Seller itself and to the Seller's business. The sale or delivery deadline can be extended by a period of time equal to the duration of the Force Majeure circumstances named above.

3.7. The Seller shall notify the Buyer of the occurrence of any obstacles preventing the completion of delivery within 14 days of the Force Majeure occurrence.

3.8. If the circumstances referred to under item 3.6 occur, the Seller shall not be liable for any damage incurred by the Buyer.

3.9. If a situation defined as Force Majeure circumstances as referred to under item 3.6 above prevails for a continuous period of more than 30 days, both the Buyer and the Seller shall have the right to withdraw from the contract.

### **4. Price and terms of payment**

4.1. Unless specified otherwise, the prices of the Goods are net prices exclusive of VAT (EXW Toruń – Incoterms 2010). The prices do not include any Goods loading, transportation and unloading costs.

4.2. Payments shall be made by bank transfer to the bank account of the Seller specified on the invoice. The Buyer shall pay all and any fees and charges related to the bank transfer. The price shall be deemed paid when money is credited to the bank account of the Seller.

4.3. If the Buyer orders items not included in the catalogue offer, the Seller may additionally charge to the Buyer the costs of tooling, unless agreed otherwise in an individual written quotation of the Seller or in the order confirmation.

4.4. Any settlements shall be made against VAT invoices made out by the Seller within a time period specified under applicable legal regulations, unless the Parties agree otherwise.

4.5. The terms of payment shall be determined by the Seller in the quotations, contracts, and order acceptance confirmations.

4.6. In the event of delay in payment, the Seller has the right to charge statutory interest to the Buyer for delay in business transactions on any outstanding amount not paid on time.

4.7. If the Buyer delays with payment for the Goods, the Seller has the right to withhold the order completion until a full payment has been received for the Goods sold.

4.8. The Seller has the right to ask for an advance payment or an additional payment security before the release or shipment of the Goods if the delivery value exceeds the debt limit allowed or if the delivery value and the debt already existing for any previous deliveries exceeds the debt limit allowed, and also whenever the Buyer is in arrears with any payments for previous deliveries. The Seller shall also have the right to stop, without any financial or legal consequences,

the deliveries of the Goods until the outstanding liabilities for previous deliveries have been paid by the Buyer.

4.9. If the Buyer makes an advance payment to the Seller towards the order placed and fails to collect the ordered items, the Seller retains the advance payment to cover the costs related to cancellation of the order (item 2.6.).

4.10. If during the completion of an order the Seller becomes aware of any deterioration in the financial standing of the Buyer, the Seller has the right to change the cooperation terms and conditions agreed earlier.

## 5. Complaints

5.1. Any complaints with regard to the Goods are dealt with in accordance with the complaint procedure as enclosed with these GCS and found at <http://www.gamet.eu/warunkisprzedazy/pl> website.

5.2. No complaint notified by the Buyer gives him the right to withhold the payment of the price for the Goods purchased.

## 6. Transfer of rights and obligations and set-off

6.1. Unless otherwise agreed in writing between the Buyer and the Seller, the Buyer shall not transfer any of the Buyer's rights or obligations under the contracts of sale or delivery made between the Seller and the Buyer nor set off any amount owing to the Buyer against any amount owing to the Seller.

## 7. Confidentiality

The Buyer shall keep confidential all and any trade, financial, legal, technical, and technological information obtained during the cooperation with

the Seller which can constitute trade secret in the meaning of art. 11(2) of the Unfair Competition Act of 16 April 1993.

## 8. Liability of the Seller

8.1. The Seller shall not be liable for functional deficiencies of the Goods resulting from the mismatched choice of the Goods by the Buyer whose responsibility prior to purchase is to carefully analyse and verify whether the functions offered by the Goods of the Seller meet the Buyer's needs,

8.2. The liability of Seller towards the Buyer and third parties for any damages, including those related to complaints, shall be limited to the liability for damages caused intentionally up to the unit value of the price of the Goods which caused the damage as shown on the invoice of the Seller. Furthermore, no right is granted to claim reimbursement of any loss of profit and no liability is assumed for any indirect damages.

8.3. The Seller reserves the intellectual property right to drawings, cost estimates, commercial offers so that the Buyer has no right to make the same available to any third parties unless a prior written consent is obtained for the disclosure from the Seller.

8.4. Most notably, the Seller shall not be liable for any damages caused as a result of inappropriate operation, faulty assembly by the Buyer or third parties, normal tear and wear, wrong or neglectful use, maintenance, storage, warehousing, transport, in particular for any consequences of mechanical damages, impact of external weather elements or chemical and thermal factors, unprofessional reworking made without the consent of the Seller or repair works carried out by the Buyer or third parties.

8.5. The Seller shall not be liable in whatsoever way for any obligations of the Buyer towards third parties, most notably the Seller is under no obligation to pay to the Buyer any contractual penalties or compensation paid by the Buyer to third parties in connection with any complaints.

## 9. Personal data protection

9.1. Upon contract execution, the Buyer consents to the processing of the following personal data: first name, last name, company name, company registered office, phone numbers, e-mail addresses by Gamet S.A. with the registered office in Toruń as the Personal data Controller for purposes related to performance of a contract of sale or delivery as provided for in the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

9.2. Gamet S.A. represents that personal data shall be processed for the following purposes:

- 9.2.1. performing a contract of sale or a contract of delivery (Art. 6(1)b of the GDPR),
- 9.2.2. making out invoices, keeping and maintaining accounting records (Art. 6(1)c of the GDPR),
- 9.2.3. archive (evidence) purposes in case of a legal requirement to substantiate facts and in order to establish, exercise or defend any claims, which is a legitimate interest (Art. 6(1)f of the GDPR).

Gamet S.A. represents that personal data shall be processed until expiry of the period of limitation of any claims under a contract. The data on invoices shall be processed until the end of the period stipulated in legal regulations as the period for which accounting records need to be kept.

9.3. The Buyer shall have the following rights with regard to personal data processing:

- 9.3.1. the right to access their personal data and to receive a copy thereof,
- 9.3.2. the right to rectify (amend) their personal data,
- 9.3.3. the right to erase the data,
- 9.3.5. the right to restrict the processing of the data,
- 9.3.6. the right to object against the processing of the data –save where the grounds for the data processing by Gamet S.A. override the rights of the Buyer or the data of the Buyer are necessary for the establishment, exercise or defence of claims,
- 9.3.7. the right to the data portability
- 9.3.8. the right to lodge a complaint with a supervisory authority.

9.4. In order to exercise the rights, the Buyer should submit his specific request to the following e-mail address: [iodo@gamet.eu](mailto:iodo@gamet.eu).

## **10. Governing law and jurisdiction**

10.1. The Buyer shall indemnify and hold the Seller harmless against any claims which may arise out of the performance of an order of the Buyer when due to the Buyer's instructions related to specific quality and other features and based on the provided drawings, models, tools etc. any such order breaches any national and international intellectual property rights of third parties, including in particular copyrights and related rights, patents, rights of protection for a trademark or rights from registration of industrial designs.

10.2. All quotations, orders, and contracts executed between the Seller and the Buyer shall be construed and interpreted in accordance with the Polish law to the exclusion of the United Nations Convention on

Contracts for the International Sale of Goods (CISG) of 11 April 1980.

10.3. Any matters not provided for herein shall be governed by the regulations of the Polish Civil Code.

10.4. The Buyer and the Seller shall first try to resolve any disputes through an agreement and negotiations. All disputes which cannot be settled amicably shall be resolved by a common court of law competent for the seat of the Seller.

## **11. Final provisions**

11.1. These General Terms and Conditions of Sale of Gamet S.A. take effect as of 1 December 2019.

11.2. The General Terms and Conditions of Sale of Gamet S.A. of 1 January 2016 cease to have any effect.

Toruń, 1 December 2019