

GENERAL TERMS AND CONDITIONS OF SALE

Article 1.

1. These General Terms and Conditions of Sale (hereinafter referred to as GTCS) specify the principles referring to the conclusion of sale agreements for goods, which are manufactured and sold by Agri Patria Sp. z o.o. with its registered office in Warszawa ul. Kłosia 14/1, 02-466 Warszawa, Poland - entered into the National Court Register [referred to in Polish as KRS] under the KRS number 0000460152.
2. These GTCS constitute an integral part of all sale agreements concluded by Agri Patria Sp. z o.o. including agreements concluded in the form of a written order, offered for the entity that makes the purchase.
3. These GTCS are available for the Buyer in a written form upon request.
4. These GTCS constitute a contractual arrangement binding for the Parties with regard to the sale of goods. The Parties exclude the application of other standard agreements (general terms and conditions for contracts, terms and conditions of sale, draft agreements, regulations, etc.) applied or specified by the Buyer.
5. The provisions contained herein may be altered only in a written form otherwise being null and void. The conclusion of a separate sale agreement shall exclude the application hereof only to the extent regulated otherwise therein.
6. Different arrangements between the Parties agreed and confirmed in writing shall prevail over the provisions hereof.

Article 2.

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

1. The Seller - Agri Patria Sp. z o.o., ul. Kłosia 14/1, 02-466 Warszawa, Poland, NIP [Tax Identification Number]: PL 522 300 58 76, REGON [Official National Business Register Number]: 146653648.
2. The Buyer - a legal entity, an organisational unit without legal personality and a natural person conducting business activity.
3. Payment date - day on which the payment for goods becomes due.
4. Goods - movables, goods that are to be sold on the basis of a sale agreement between the Seller and the Buyer.
5. Order - offer for the purchase of products placed by the Buyer in writing, delivered in person, by post, courier service, fax or email, containing at least: name of the ordered product, quantity, details of the Buyer necessary for the issue of VAT invoices and details of the company, contact information, manner, date and place of collection of ordered products.
6. Confirmation - written statement of the Seller on the acceptance of an order sent to the Buyer after the receipt thereof together with determination of at least the price of goods, total value of ordered goods, lead time, place and conditions of delivery/collection and payment terms.

Article 3.

1. Information placed on the Seller's website, in catalogues, brochures, leaflets, advertisements and other publications shall not constitute an offer within the meaning of the Polish Civil Code even if prices are provided therein. Publications referring to the products offered by the Seller are only for information purposes, whereas, the designs and samples shown by the Seller are only for demonstrative and exhibition purposes. Detailed technical data provided in publications may be altered at any time, including owing to continuous changes within the technical industry.
2. The Buyer's Order should contain the following data:
 - a. The Buyer's name together with a precise address,
 - b. NIP [Tax Identification Number] or its equivalent,
 - c. Indication of the offer number, if applicable,
 - d. Description of indicated goods with their trade names or alphanumerical symbols from the offer,
 - e. Quantity of ordered goods,
 - f. Date, place and conditions of delivery/collection of goods.
3. The condition for the effective conclusion of a sale agreement shall be the placement of an order by the Buyer and written confirmation of such order by the Seller (by email, fax or post). Written confirmation of an order shall mean that the Seller received such order and accepted it for fulfilment. The placement of an order by the Buyer shall not be binding for the Seller and the Seller's failure to respond shall not constitute a silent acceptance of such order.
4. The Seller may withhold the execution of sale in the event of having doubts regarding the truthfulness of data contained in the documents referred to in Article 3.2 hereof.
5. Cancellation of an order by the Buyer is permissible exclusively in exceptional situations, after written conditions of such cancellation have been agreed with the Seller. The Seller reserves the right to charge the Buyer with any actual costs incurred up to the moment of the cancellation – not exceeding the value of the order.
6. If the Seller cannot fulfil its obligations as a result of force majeure, the Buyer shall not be entitled to any claims for the redress of damage resulting from the non – performance or untimely performance of the agreement. The events described as force majeure shall include inter alia: fire, strike, embargo, suspension of foreign exchange transfer, energy limits.

Article 4.

1. In the event of contrary arrangements between the Parties, the price of goods shall be the price resulting from order confirmation.
2. The prices provided by the Seller shall be always net prices, to which the goods and services tax shall be added according to rates applicable on the day the invoice is issued. If not agreed otherwise, the EXW (INCOTERMS 2010) shipment terms shall be binding with standard Seller's packaging.

Article 5.

1. The Buyer shall be obliged to make a payment for the sale of goods within time limits indicated on the invoice.
2. The day of crediting the payment to the Seller's bank account indicated on the invoice or the day of payment in cash, shall be considered to be the day of payment.
3. If the Buyer fails to make the payment within the indicated time limit, the Seller shall be entitled to: charge statutory interest for every day of delay, demand advance payment for goods specified in other orders already accepted for fulfilment.

4. Failure to make the payment within the time limits indicated on the invoice shall authorise the Seller to discontinue the deliveries of goods and withhold the fulfilment of already accepted orders. The Seller may condition the fulfilment of a new order placed by the Buyer that is in arrears with any payments or pays invoices in an untimely manner, upon the payment of advance towards the new order of the Buyer.
5. If the Parties have not agreed otherwise, the payment for ordered goods shall be effected without any deductions or set - offs.
6. Filing of a complaint shall not release the Buyer from the obligation to pay for the goods within the agreed time limit.

Article 6.

1. The Seller shall not be liable for any losses, damages or costs (indirect or direct) resulting from the Buyer's claims for errors in deliveries or their delays, caused by the actions of a logistic operator indicated by the Buyer or the Seller.
2. The dates of delivery as agreed by the Parties may be altered in case of events for which the Seller is not held responsible.
3. Should the Buyer extend the agreed date of delivery or should the Buyer refuse to accept the goods, the Seller has the right to charge the Buyer with transport and storage costs at the rate of 0.1% of the sale value for each day of storage.
4. Should the delay of the goods acceptance exceed 2 weeks or should the Buyer refuse to accept the goods then the rules set out in Article 3.5 shall apply.
5. Immediately after receiving the goods, the Buyer shall be obliged to check the conformity of delivered goods with the order. The Buyer shall be obliged to check in particular: the condition of the delivery as well as the quality, quantity and the assortment of delivered goods, as well as immediately (i.e. within 5 business days) notify the carrier and the Seller of any reservations within the above scope and to draw up a report of discrepancies. The Seller reserves the right to carry out an inspection of the reported damage on the site of the delivery.

Article 7.

1. The Seller reserves the right of ownership to the sold goods meaning that the Seller shall be the owner of the goods until receiving full payment of the price for the collected goods and of other financial obligations resulting from the sale agreement regardless of the place of warehousing or assembly in other items.
2. Upon the institution of bankruptcy or composition proceedings against the Buyer, the Buyer shall be obliged to label the goods in a manner indicating the existence of the Seller's ownership right. In the event of seizure of the goods constituting the Seller's property during the enforcement proceedings against the Buyer's property, the Buyer shall be obliged to immediately notify the Seller of this fact and to cooperate, using all available means, in the exercise of its rights towards the entity performing the seizure of goods. At the request of the Seller, the Buyer shall be obliged to immediately provide all information about the place, where the goods subject to the reservation of ownership are kept.

Article 8.

1. The Seller grants warranty for its products. The warranty period shall amount to 24 months from the date of sale.
2. The Buyer should always send a written notice with a complete explanation of any case claimed to be subject to warranty before sending any part back to the Seller.

3. The Seller will, at its option, repair or replace the parts which prove to be defective during the warranty period. The seller does not bear any responsibility or transport costs for the return of the goods to the seller.
4. Damages due to abuse or misuse by operators or animals are not included in our warranty terms

Article 9.

By accepting these GTCS, the Buyer agrees to the processing of its personal details by the Seller and entities acting upon its order domestically and abroad in connection with the performance of sale agreements for goods offered by the Seller.

Article 10.

The Buyer cannot, without the Seller's approval, convey knowledge and information, acquired as a result of commercial contacts with the Seller, to third parties in matters subject to trade secret protection.

Article 11.

1. These GTCS shall be governed by the laws of Poland.
2. The texts of agreements and these GTCS in Polish are the original versions.
3. Matters not regulated herein shall be governed by the applicable provisions of the Polish Civil Code.
4. Determination of invalidity of individual provisions shall not affect the validity of the remaining provisions hereof.
5. The Parties shall strive for amicable settlement of all disputes arising in connection with the performance of agreements covered by the provisions hereof. If the dispute cannot be settled amicably, it shall be decided by a court of proper jurisdiction over the Seller's registered office.

Disclaimer

References to other manufacturers by their company names, trademarks or product references are for identification purposes and are used only to indicate the intended purpose of Agri Patria products and their compatibility with the equipment of those manufacturers.