

PX GENERAL TRADING CONDITIONS – FOR POLAND-BASED CLIENTS

1. **GENERAL.** PX Manufacturing & Distribution Company Limited hereinafter called “the Seller” shall accept orders placed by “the Buyer” only on the basis of the following trading conditions. No other conditions of “the Buyer” will be accepted. Any changes and deviations from the conditions below must be agreed-upon and approved by the Sales Director. Orders placed by the Buyer shall not be binding to the Parties unless they have been confirmed in writing by the Seller. According to the General Trading Conditions, “the Buyer” shall mean another entrepreneur.
2. **OFFERS AND PLACING ORDERS.** All prices quoted by the Seller shall be net prices excluding any due VAT. The offer expiry date shall be indicated in the offer. If there is no indication of the offer expiry date, it shall remain valid for 3 days from the date of its preparation, provided that the goods referred to in the offer are available in stock at the warehouse. The Client shall place orders using a manner chosen and specified in the customer form or the agreement. Orders shall only be valid if they have been placed by previously approved persons named in the form/agreement, authorised to place orders. The Client hereby accepts that orders for assortment unavailable at the time of order placement shall be cancelled. The Buyer may place another order for goods unavailable at a given time in the STAND BY mode, however, the price of such goods shall only be stated once the goods have been received at the warehouse and may differ from the previously indicated price.
3. **DELIVERY.** Orders of a minimum value of GBP 1,500 net (PLN 7,500) or of another value determined in the trade collaboration agreement shall be shipped on working days within 48 hours from order confirmation in the standard mode, i.e. with the expected time of delivery to the Buyer's location of 72 hours, with the stipulation that the time of delivery shall not constitute an essential part of the order and as such shall not be subject to complaints nor the basis for withdrawing from the agreement, in particular, in case of force majeure. Non-standard deliveries shall be understood as: express deliveries, dedicated deliveries, shipments with a guaranteed delivery time, sometimes deliveries made outside normal working hours, deliveries which require the use of offloading equipment (pallet trucks, forklift trucks, cranes), shipment exceeding the dimensions of an EUR-pallet or industrial pallet (1.1x1.0m) or exceeding the total weight of 1100 kg per item (pallet). Additional fees shall be charged for non-standard shipments. In critical cases or upon an explicit request, the Buyer may organise the delivery itself at its own risk.
4. **TRANSPORT LOSSES OR DAMAGES.** The Buyer shall be obliged to inform the Seller in writing:
 - if goods have not been delivered within 7 days from the date of issue of the Seller's invoice,
 - in case of any inconsistencies in terms of the quantity and type of goods delivered within 3 days,
 - in case of visible damage to the goods or packaging which has occurred in transport; such damage shall be immediately marked on the delivery record sheet with the driver's confirmation, which shall be forwarded to the Seller immediately.Any goods with regard to which the Buyer raises any objections shall be kept by the Buyer and made available for an inspection so that any complaints may be processed by the Seller. A complaint must contain the delivery record sheet number or the invoice number.
5. **OWNERSHIP RIGHT.** All goods offered by the Seller shall be delivered according to the provisions of the General Trading Conditions (GTC), in particular, with the stipulation that the risk related to the goods supplied by the Seller shall be transferred onto the Buyer at the time of receiving the goods. The Buyer shall be obliged to secure and keep the goods and to ensure their satisfactory condition. Goods which have been supplied and accepted into stock by the Buyer, irrespective of the order and delivery batch they constitute part of, shall remain the property of the Seller until the full balance due for such goods has been settled by the Buyer.
6. **PAYMENT TERMS.** Detailed payment terms and trade credit conditions can be found in the Trade Collaboration Agreement. Such terms and conditions shall be binding only if the Buyer keeps a positive credit rating (current throughout the entire period of the financial liability towards the Seller) established by a body authorised by the Seller. Should the credit rating decrease, the Seller reserves the right to reduce the payment term to the standard term, i.e. 30 days from the invoice issue date, as well as to suspend further deliveries and order confirmations until the outstanding balance has been settled and the credit rating has been improved, or to update/adjust the Detailed Payment Terms and the trade credit conditions to the current financial situation of the Buyer as established by the Business Transactions Insurance Company or another institution chosen by the Seller to deal with the trade credit. If the Buyer does not comply with the payment date, all claims held by the Seller against the Buyer shall become immediately payable. In case of any payment delays, the Seller shall have the right to claim compensation pursuant to Directive 2011/07UE on combating late payment in commercial transactions. When the Buyer makes a payment towards the debt, the Seller shall first of all credit it towards the interest due as of the date the payment is received in the bank account indicated in the agreement/invoice or a notice of default, and secondly towards the basic debt amount.
7. **PRODUCT RESPONSIBILITY.** In case of receiving a complaint about faulty goods, the Seller shall be obliged to repair or replace such goods or to reimburse the price paid for the goods provided that the goods have been returned. The scope of liability for product defects shall not include incorrect orders, incorrect use or interference with / modification of the goods, as well as defects caused by improper storage and warehousing of the goods by the Buyer. The Seller's liability shall be limited according to the provisions of EU Directive 85/374/EEC and general safety directives (2001/95/EC) with amendments, up to the maximum of the purchase price paid. The Seller shall not be liable for any direct or indirect damages caused at the Buyer's site by its employees, customers and third parties, nor for any consequential losses or loss of income.
8. **FORCE MAJEURE.** The Seller shall not be liable for delayed or unfulfilled deliveries, nor for any other obligations towards the Buyer which have not been met as a result of force majeure.
9. **RETURNS.** Returns of goods shall only be possible if they have been agreed in writing with the Seller. Cutting and delivery charges are not refundable.
10. **LAW.** Any disputes arising between the Parties shall be settled by a court of competent jurisdiction for the registered office of the Seller.