

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. General provisions

1.1 These General Terms and Conditions of Sale (GTS) set out the framework of contracts for the sale of products, goods and provision of services between „Geyer&Hosaja" Rubber Plants in Mielec, Ltd. with its registered office in Mielec at Wojska Polskiego 3, entered in the register of entrepreneurs of the National

Court Register under KRS number: 0000065000, having tax identification number NIP: 817-000-63-94 (hereinafter referred to as "SELLER" or „Geyer&Hosaja"), and Customers, for the benefit of to which the Seller sells products, goods or provides services, hereinafter referred to: "CONTRACTORS", „CUSTOMERS" and separately: "THE CONTRACTING AUTHORITY", , , , CUSTOMERS," collectively referred to as.

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1.2 The provisions of these GTS, however, do not apply to services provided by the , "Seller" for the benefit of consumers within the meaning of Article 221 of the Civil Code.

1.3 By virtue of the provisions of these GTS, the legal actions equal in effect to the actions performed with the observance of the written form are considered to be the actions performed with the use of the

fax, e-mail or using the Seller's forms, unless the law requires written form on pain of invalidity.

1.4 Unless expressly provided otherwise, the GCS shall apply to all offers and the Sales Agreement and the Supply Agreement related to all supplies and services introduced on the market by „Geyer&Hosaja".

1.5 These general terms and conditions are publicly available on the website [www.ghtyres.pl](http://www.ghtyres.pl) , of which the Buyer is informed before concluding the contract. The buyer by physical acceptance of the invoice issued by the Seller or receipt of the ordered goods declares that he knows and accepts these GTS in full, and in particular, the Buyer confirms that the terms and conditions have been made available to him and agrees to them, as an integral part of the Sales Agreement.

1.6 If the Buyer has an established business relationship with the Seller, the Buyer's acceptance of the General Terms and Conditions of Sale at the time of the first order shall be deemed to be their acceptance of the

all other orders and sales contracts until their content is changed or their application is revoked.

1.7 Different contractual terms and conditions applied by the Buyer are not binding on the Seller unless the Seller has agreed to them in writing under pain of invalidity. In the case of submission of a statement of consent to different contract terms, they apply only to the specific transaction.

1.8 Any deviation from the GCS shall be valid only if made in writing or electronically and signed by authorized persons.

1.9 In matters not regulated in the contract or these terms and conditions, the provisions of the Civil Code or other laws shall apply, as appropriate, if they contain relevant normalization

## 2. Conclusion of the agreement

2.1 Announcements, advertisements, price lists and other commercial information of the company constitute an invitation to enter into negotiations for the purpose of concluding a contract, unless their content clearly indicates that constitute an offer addressed to an individual person.

2.2 The Sales Agreement is concluded on the basis of a written or oral order, submitted to the company "Geyer&Hosaja" by the Buyer, with the proviso that cancellation of the order By the Buyer requires written form under pain of nullity.

2.3 Confirmation of the order by the Seller determines the scope, terms and conditions and implementation of delivery.

Materials or services not expressly mentioned, as well as any further changes in the delivery or service, will be subject to separate pricing and invoicing.

2.4 , "Geyer&Hosaja" is entitled to withdraw from the contract with immediate effect if:

- determines that the Buyer has provided false information about its solvency, or
- The buyer is in default of payment of the price, or
- an application for the initiation of reorganization or bankruptcy proceedings will be filed against the Buyer.

### **3. Prices and product information**

3.1 The prices stated in the offers are binding for the period stated in the offer. Prices for goods offered by the Seller are net prices and do not include VAT, unless expressly indicated otherwise.

3.2 The cost of delivery to the Buyer and other additional services are determined individually when placing an order. The absence of such arrangements will mean that the collection of goods takes place at the premises of the

Vendor (or its branch).

3.3 All banking costs related to letters of credit, bank guarantees, documentary collection, stamp duties, etc. are on the customer's side.

3.4 The final price of the goods is determined based on the prices in effect at the Seller on the date of the order.

3.5 Discounts, rebates, discounts, etc. granted by the Seller require individual arrangements.

3.6 Information about the supplied product, in particular, the parameters, properties or proportions of the mixtures are approximate, while the method of application given is of a recommended nature. These data do not constitute a basis for asserting claims arising from defects in the subject matter of the contract. The same applies to the results of chemical and physical analyses provided

Buyer by the Seller.

3.7 Information about a product, including from the Seller's knowledge and experience, does not relieve the Buyer from checking the product for its suitability for the Buyer's intended purpose. This also applies if the Seller has provided product samples.

3.8 When using the product, the buyer is responsible for complying with the standards of the applicable law, health and safety rules and processing the subject of the contract in accordance with the principles of knowledge

technical and professional.

3.9 Approvals, certificates, declarations of conformity or other documents confirming the quality of the goods shall be attached to the delivered goods, if such a requirement is indicated in the order

or contract.

### **4. Payment terms**

4.1 , "Geyer&Hosaja" is entitled to demand payment in the amount and on the payment dates specified in the sales invoice.

### **5. Performance of the contract**

5.1 „Geyer&Hosaja" is obliged to deliver the goods in accordance with the date specified in the contract. Unless otherwise agreed, collection of the ordered goods shall be from the warehouse of „Geyer&Hosaja".

At the request of the customer, the goods can be delivered at his expense to the address indicated. If the buyer does not specify in the order the shipping company to receive the ordered goods, the choice of the company will be made by „Geyer&Hosaja".

5.2 The danger of loss of or damage to the goods shall pass to the Buyer upon delivery to the Buyer's

representative or shipping company.

5.3 The interpretation of contractual provisions such as EX WORKS, CIF, etc. corresponds, at the time of contracting, to the commercial contractual usage established by the International Chamber of

Paris Trade Commission (INCOTERMS).

## **6. Buyer's rights**

6.1 The Seller shall not be obliged to check the suitability of the contract subject for the purposes envisaged by the Buyer. The Seller shall be bound only by the properties or parameters of the subject of the contract clearly described in the contract (conformity of the goods with the contract).

6.2 The burden of examining the suitability of the subject of the contract for the needs and purposes of the Buyer rests with the Buyer. The Buyer, by placing an order, declares that the subject of the contract corresponds to the following

Buyer's needs and objectives.

6.3 The Buyer shall promptly inspect the object of the contract for its conformity with the contract, no later than within the time limits specified in Section. 7.3.3, subject to 3.6, 3.7, 3.8.

## **7. Liability for defects**

7.1 The company „Geyer&Hosaja" provides a warranty for the sold products in accordance with separate warranty conditions.

7.2 At the same time, with respect to goods: covered by the manufacturer's warranty, under Article 558 of the Civil Code, the liability of „Geyer&Hosaja" under the warranty specified in the provisions of the Civil Code.

7.3 These terms and conditions of the GTS regulate in full and final terms the Seller's liability under warranty, with respect to goods not covered by the manufacturer's warranty. In the case of goods not covered by the manufacturer's warranty, the Parties shall limit the Buyer's statutory rights under the

Warranty to the powers and rules set forth in the sections below:

7.3.1 The Buyer, upon receipt of the contract subject, shall be obliged to immediately check it for the existence of defects visible to the naked eye and hidden defects. The Buyer shall be obliged to notify "Geyer&Hosaja" of defects visible to the naked eye immediately by letter, fax or e-mail, within 7 days of receipt of the contract subject, under pain of losing the right to

invoking the non-conformity of the goods with the contract. Concealed defects must be reported immediately in the manner specified above within 7 days at the latest from their discovery or the possibility of their discovery, with the Buyer being obliged to examine the conformity of the subject of the contract with the contract in the

within 30 days from the execution of the contract by „Geyer&Hosaja". If the buyer has not performed these actions within the time limits specified above, the subject of the contract shall be deemed to have been inspected and

approved by the Buyer. In case of notification of a defect, "Geyer&Hosaja" is entitled to require the Buyer to send or make available the disputed goods for inspection. In the event of an unreasonable refusal, the Buyer shall lose the right to invoke the non-conformity of the object of the contract with the Contract of Sale. If a defect is reasonably reported

, "Geyer&Hosaja" is obliged to deliver the product free of defects within 30 days from the date of acceptance of the complaint. „Geyer&Hosaja" shall not be liable if for the resulting damage, if the object of the contract was used before inspection or examination.

7.3.2 Claims and rights arising from the non-conformity of the goods with the contract are available to the Buyer within 12 months of the Seller's performance of the contract.

7.4 In addition to the above-mentioned rights under the guarantee and warranty, the customer is not entitled to bring claims, especially for compensation, payment of compensation or

price reduction. In addition, the customer has no right to terminate this contract.

## **8. Changing the terms of contracts**

8.1 Any arrangement that modifies or abrogates any of the provisions described above

require for their validity confirmation in writing under pain of nullity.

## **9. Partial invalidity**

9.1 In the event that a particular provision of these General Terms and Conditions of Sale is found to be contrary to applicable law or is deemed invalid or ineffective under the decision of the competent court, it will not affect the validity and The effectiveness of the remaining provisions. The remaining provisions shall remain valid. In such a case, the parties agree to amend the invalid or ineffective provision accordingly with the prior intent of the parties.

## **10. Force majeure**

10.1 Neither party shall be liable for failure to perform or improper performance of obligations under the contract if caused by force majeure phenomena. Force superior shall be deemed to be all circumstances and phenomena which, judging reasonably, could not have been foreseen or prevented, which are external to the parties to the contract and are not caused by either of them, or by any person for whom the parties are responsible responsibility.

## **11. Confidentiality clause**

11.1 , "Geyer&Hosaja" undertakes to maintain the confidentiality of all information provided and made available to it for the purpose of the proper execution of the Order by the Buyer. Such information may be made available only to employees and subcontractors working directly on the execution of the Order in question. „Geyer&Hosaja" declares that all subcontractors who will be engaged to handle the Buyer's orders have entered into an agreement with „Geyer&Hosaja" obligating them to maintain the confidentiality of all information coming from the Buyer.

11.2 All documentation provided to the customer, especially documents and technical data must be treated by the customer and his staff, as strictly confidential. Such documents and/or data may not be copied, photocopied, reproduced , without the written consent of the Seller. The Client certifies that its personnel are subject to the same confidentiality obligations and are liable to For any damages incurred by the Seller on this account.

## **12. Personal information**

12.1 If, in connection with the execution of a given Order, it is necessary for SELLER to process personal data, the controller of which is the ORDERER, this

The OWUS shall constitute an agreement on the entrustment of the SELLER by the CONTRACTOR with the processing of the personal data in question, to which the following provisions shall apply.

12.2. SELLER agrees to process personal data only for the purpose of performing the Services provided for in the Order and to the extent necessary to perform the Order in question.

12.3. The SELLER undertakes to process the personal data entrusted by the SELLER in accordance with the provisions of the Regulation of the European Parliament and of the Council (EU) of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation (Official Journal of the EU L 119 of 04.05.2016).

12.4. The SELLER shall allow only persons with appropriate named authorizations to process personal data, and shall ensure that such persons have been made aware of the personal data protection regulations and the responsibility for their

non-compliance, undertook to abide by them and to indefinitely maintain the secrecy of the personal data processed and the means of securing it.

12.5 The SELLER undertakes to apply technical and organizational measures to adequately secure the personal data entrusted for processing, appropriate to the risks and categories of data protected, in particular to protect them from access to unauthorized persons, taking by an unauthorized person, processing in violation of the law, and alteration, loss, damage or destruction. Pursuant to the provisions of sentence 1, the SELLER undertakes to comply with the terms of entrusting data processing to another entity.

12.6. The SELLER agrees that the SELLER may entrust the processing of personal data to subcontractors who have entered into an appropriate entrustment agreement with the SELLER. personal data processing.

12.7. The Data Protection Statement is an integral part of these GTCs, containing the information referred to in Article 13 (1) and (2) of the Regulation of the European Parliament and of the Council (EU) of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation (Official Journal of the EU L 119 of 04.05.2016).

### **13. Final Provisions.**

13.1. For the interpretation and application of these GTS, Polish law is applicable. Issues not regulated in these GTS shall be governed by the relevant provisions of the Civil Code, with the Parties unanimously agreeing to exclude any other rights of the CONTRACTOR concerning non-performance or improper performance of the Order other than those granted in these GTS.

13.2. The GCS shall bind the Parties from the moment of placing an Order within the meaning of these GCS.

13.3. The provisions of the GTS may be amended between the Parties only in writing under pain of invalidity, subject to the provisions of paragraph 4.

13.4. The SELLER reserves the right to amend the GCS. The change of the provisions contained in OWS, in order to be valid and enter into force, requires a declaration of the SELLER placed under the

Internet address: [www.geyer-hosaja.com.pl](http://www.geyer-hosaja.com.pl), about the amendment of the GTS and its scope. The amendment to the GTS entitles the CONTRACTOR to submit a statement of termination of the contract by way of

termination effective as of the date of entry into force of the new GTS, with the proviso that Orders accepted for execution by the SELLER during the period of validity of the existing GTS shall be executed on the existing terms and conditions. The statement of the SELLER shall be submitted in writing within 3 days from the date of receipt of information about the posting on the website of the SELLER's website of the announcement about the change of GTS.

13.5 Any disputes arising out of this agreement shall be settled by the common courts having jurisdiction over the Seller's registered office.

13.6 These terms and conditions are effective as of 23/04/2019.