

GENERAL SALES TERMS AND CONDITIONS OF WOLMOT SP. Z O. O. VALID FROM MAY 1ST, 2017.

SALES / GUARANTEE

1. THE CUSTOMER ORDERS THE GOODS AND IS OBLIGED TO PAY FOR THEM AN AGREED PRICE WITHIN SPECIFIED PERIOD AND THE SELLER – WOLMOT SP. Z O.O. – IS OBLIGED TO DELIVER THE GOODS IN AGREED QUANTITIES, TIMELY AND ACCORDING TO THE CHARACTERISTICS MENTIONED IN A WRITTEN OFFER, OF WHICH AN INTEGRAL PART CONSTITUTE THE TECHNICAL REMARKS.
2. DELIVERIES OF THE GOODS FOLLOW ONLY ON THE BASIS OF ORDERS / DELIVERY SCHEDULES WHICH WERE CONFIRMED IN WRITING BY THE SELLER. ALL THE AGREEMENTS AND CUSTOMER'S SPECIFIC CONDITIONS REQUIRE A WRITTEN CONFIRMATION OF BOTH PARTIES.
3. THE CUSTOMER'S CONDITIONS (E.G. GENERAL TERMS AND CONDITIONS, GENERAL PURCHASE CONDITIONS, ETC.) WHICH DIFFER FROM THE PRESENT CONDITIONS ARE VALID FOR THE SELLER ONLY IN CASE THE SELLER EXPLICITLY CONFIRMS THEM IN WRITING. THE SELLER'S CONFIRMATION OF THE CUSTOMER'S ORDER CANNOT BE DEEMED AS A CONFIRMATION OF ALL THE CLAUSES MENTIONED IN THE CUSTOMER'S ORDER. THE SELLER IS OBLIGED TO FULFILL ALL THE CLAUSES MENTIONED IN A WRITTEN CONFIRMATION OF THE CUSTOMER'S ORDER.
4. SUBMISSION OF THE PURCHASE ORDER / DELIVERY SCHEDULE IS EQUIVALENT TO THE FULL ACCEPTANCE OF THE REMARKS INCLUDED IN OUR WRITTEN OFFER AS WELL AS THE CUSTOMERS' WAIVER OF ALL THEIR OWN PURCHASING CONDITIONS.
5. THE SELLER USUALLY CONFIRMS THE CUSTOMER'S ORDERS WITHIN 5 WORKING DAYS FROM THE DATE OF THEIR RECEIPT. IN CASE OF A LACK OF OUR WRITTEN CONFIRMATION THE CUSTOMER IS OBLIGED TO CONTACT THE SELLER IN THIS MATTER.
6. ORDERS / DELIVERY SCHEDULES PROVIDED BY THE CUSTOMER SHOULD EMBRACE A POSSIBLY LONGEST TIME HORIZON, AND THE EFFECTIVE ORDERS SHOULD BE UNCHANGEABLE REGARDING THE QUANTITY AND ASSORTMENT WITHIN AT LEAST TWO WEEKS PRIOR TO DELIVERY. THE CUSTOMER SHOULD TAKE INTO CONSIDERATION THE SELLER'S SUMMER SHUT-DOWN BREAK AND PROVIDE HIS REQUIREMENTS FOR: JULY, AUGUST AND SEPTEMBER TILL THE END OF MAY AT THE LATEST.
7. THE PLACE OF DELIVERY IS THE SELLER'S WAREHOUSE, UNLESS OTHERWISE AGREED.
8. WE DO NOT GUARANTEE KEEPING THE SPECIFIED TERM OF DELIVERY IN THE FOLLOWING SITUATIONS: UNAVOIDABLE CASUALTY OCCURS I.E. LACK OF ENERGY OR RAW MATERIALS, AUTHORITIES' INSTRUCTIONS, RESULTS OF COMMOTIONS INSIDE A PLANT, COMMUNICATIONS DISTURBANCES, WORKING DISTURBANCES IN A PLANT ETC. THE A.M. CIRCUMSTANCES ENTITLE US TO RENOUNCE FROM A CONTRACT ON THE WHOLE OR PARTIALLY. IN THIS SITUATION THE CUSTOMER'S DEMANDS OF THE COMPENSATION BECAUSE OF THE LATE DELIVERY IS EXCLUDED.
9. WE GUARANTEE TO KEEP THE TECHNICAL QUALITY MENTIONED IN THE TECHNICAL REMARKS ATTACHED TO OUR WRITTEN OFFERS. OUR PRODUCTION BASES ON THE RESULTS OF A WIDE RANGE OF DEVELOPMENTS AND A MULTIANNUAL EXPERIENCE. HOWEVER, IT DOES NOT EXEMPT THE CUSTOMER FROM THE OBLIGATION TO CHECK OUR PRODUCTS AND TO USE THEM AS PER THE TECHNICAL INTENTION.
10. ANY COMPLAINTS HAVE TO BE PLACED IN WRITING, NOT LATER THAN 14 DAYS AFTER A RECEIPT OF THE GOODS BY THE CUSTOMER.
11. WHEN THE CUSTOMER MAKES A COMPLAINT RELATING TO THE TYPE OF GOODS OR THE GOODS ARE MISSING SOME GUARANTEED FEATURE, THE SELLER HAS THE RIGHT TO TAKE STEPS AS PER HIS DISCRETION: THE GOODS MAY BE BROUGHT UP TO AN APPROPRIATE CONDITION; THE GOODS MAY BE REPLACED WITH THE GOODS OF AN APPROPRIATE QUALITY; THE GOODS MAY BE TAKEN BACK BY THE SELLER AND A REFUND OF THE SUM PAID BY THE CUSTOMER IS TO BE MADE.
12. OUR LIABILITY FOR THE FLAWS DOES NOT EMBRACE A NORMAL WEAR NOR INAPPROPRIATE EXPLOITATION, AS WELL AS ANY DAMAGE CAUSED BY A NEGLIGENCE, OVERLOAD, INAPPROPRIATE EXPLOITATION, NONOBSERVANCE OF RECOMMENDATIONS OF THE STANDARDS PERTAINING TO THE APPROPRIATE EXPLOITATION, INSPECTION AND STORAGE OF OUR PARTS, AS WELL AS ANY OTHER RESULTS THAT WERE INDEPENDENT FROM OUR CONTROL. OUR LIABILITY IS ALSO EXCLUDED WHEN THE CUSTOMER OR A THIRD PARTY MAKES ANY CHANGES TO THE GOODS SUPPLIED BY US OR MAKES AN INAPPROPRIATE ASSEMBLY OF THE GOODS SUPPLIED BY US.
13. IF WE SUPPLY WITH OUR GOODS ALSO THE PARTS MANUFACTURED BY OTHER PRODUCERS IN SUCH CASE THE WARRANTY CONDITIONS OF THEIR SUPPLIERS / MANUFACTURERS APPLY.

PAYMENT TERMS

14. PAYMENT TERMS ARE STATED IN THE WRITTEN OFFER OR AGREED SEPARATELY. WHEN A CUSTOMER DELAYS THE PAYMENT THE SELLER AFTER THE DUE DATE HAS THE RIGHT TO CALL FOR THE INTEREST AMOUNTING TO 5% MORE THAN THE CURRENT STATUTORY INTEREST RATE.
15. LACK OF PAYMENT WITHIN THE STATED PERIOD FOR TWO CONSECUTIVE DELIVERIES OF THE GOODS MANUFACTURED AGAINST A BINDING PURCHASE ORDER / DELIVERY SCHEDULE, AUTOMATICALLY CAUSES AN IMMEDIATE STOPPAGE OF FURTHER DELIVERIES, UNLESS THE PARTIES AGREE OTHERWISE.

RESERVATION OF THE PROPERTY RIGHTS

16. THE DELIVERED GOODS REMAIN OUR PROPERTY UNTIL ALL OF THE OBLIGATIONS ARE SETTLED.
17. THE INVOICE STANDS FOR A FIRST CALL FOR PAYMENT.

GENERAL CONDITIONS

18. OFFICE HOURS: MONDAY – FRIDAY, 7:00 – 15:00 (CET). THE CORRESPONDENCE SENT AFTER THESE HOURS WILL BE CONSIDERED ON THE NEXT WORKING DAY.
19. THE ABOVE CONDITIONS ARE VALID FOR ALL THE DELIVERIES AND SERVICES OF WOLMOT SP. Z O.O.
20. THE SELLER AND THE CUSTOMER WILL TAKE ALL THE NECESSARY STEPS TO SOLVE ANY DISPUTES ON A BASE OF RECIPROCAL NEGOTIATIONS. SHOULD THE AGREEMENT BE UNREACHABLE ON THAT BASE, THE APPROPRIATE COURT WILL BE THE COURT COMPETENT TO THE SELLER.
21. ANY COST CALCULATIONS, SAMPLES, DRAWINGS OR DOCUMENTS THAT THE SELLER MAKES AVAILABLE TO THE CUSTOMER IN RELATION TO THE DELIVERY OF GOODS ARE COPYRIGHTED. THE CUSTOMER CANNOT MAKE THEM AVAILABLE TO ANY THIRD PARTY AND IS OBLIGED TO RETURN THEM TO THE SELLER UPON REQUEST. ■