

1. GENERAL MATTERS

1.1 Our Terms and Conditions of Delivery and Payment shall apply—in their current version only—to all current and future orders placed by domestic or foreign clients, unless we have expressly agreed in writing to any deviations from them. Additional provisions and subsequent changes shall be binding on us only upon written confirmation from our side. This also applies to the waiver of the requirement for written form. Acceptance of our deliveries and services shall be tantamount to acceptance of our Terms and Conditions of Delivery and Payment.

1.2 Any Terms and Conditions of Purchase of the client shall only be binding on us if accepted by us in writing. The same applies to any other General Terms and Conditions of the client.

1.3 Agreements made by the client with sales representatives, agents and authorised representatives shall only be binding on us if accepted by us in writing. Our sales representatives, agents and authorised representatives are authorised to collect cash or cheques only upon presentation of the appropriate payment collection authorisation.

1.4 We are entitled to process the data provided to us by the client in connection with the mutual business relationship, in accordance with the Regulation 2016/679 of the European Parliament and of the Council (EU) 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.

2. OFFER AND CONCLUSION OF THE AGREEMENT

2.1 Our offers are non-binding. A supply agreement or any other agreement comes into effect when we confirm the client's order or another request in writing, or when we deliver the goods.

2.2 We reserve the right to make changes to the production process and to the design of the products, provided that these changes do not adversely affect the characteristics and quality of the product.

2.3 Unless otherwise expressly agreed, the decisive indicators of the properties of the products supplied by us and their potential applications shall be the information in text or graphic form (e.g. descriptions, illustrations or drawings) published by us in catalogues, brochures and other information materials. This applies to approximate values commonly used in the industry, unless they are explicitly stated as binding in the order confirmation. Other data provided by the manufacturer is not binding.

2.4 Deliveries of volumes larger or smaller within the usual range are deemed to be in accordance with the agreement.

3. PRICES

3.1 Settlement shall be based on the prices applicable on the day of delivery, unless the price has been expressly agreed in writing.

3.2 All prices, unless otherwise expressly agreed, are net prices, excluding VAT, which the client is obliged to pay in addition at the statutory rate, and apply as ex-works prices without packaging, unless otherwise agreed by the parties. If no currency is specified (e.g. PLN), prices are quoted in the European currency (euro).

3.3 We reserve the right to adjust prices if the basis of our price calculations changes.

3.4 The seller reserves the right to void any granted discounts in the event of payment delays by the client, the initiation of bankruptcy proceedings or the rejection of a bankruptcy petition due to lack of bankruptcy estate.

4. DELIVERIES

4.1 The delivery deadline runs from the date on which the order is confirmed, but not before all technical and commercial issues have been clarified. The delivery deadline is met if, by the time it expires, the item in question has left our production plant or warehouse or notification of readiness for shipment has been given if, through no fault of our own, the goods cannot be shipped on time.

4.2 The order fulfilment and delivery deadlines stated in the order confirmation are indicative only, unless they are specified as "fixed" deadlines, meaning that they are guaranteed. For orders other than those with a "fixed" (guaranteed) status, the client may, after the specified deadline has passed, set a reasonable additional deadline for the delivery of the goods or completion of services. We can be considered in default only after the expiry of such additional deadline.

4.3 Deadlines shall be extended without prejudice to our rights in the event of a default in payment by the client for the duration of the period in which the client fails to meet their obligations.

4.4 Unforeseeable, extraordinary events for which we are not responsible, such as collective labour disputes, interruptions in plant operations, actions taken by authorities, transport disruptions or other cases of force majeure, irrespective of whether they occur at our location or at our suppliers', release us from our obligations under the agreement in question; obstacles of a temporary nature release us from our obligations only for the duration of the given obstacle, extended by an appropriate start-up time. If, due to such events, delivery becomes impossible or its execution entails undue burden for either party, both parties are entitled to withdraw from the agreement.

4.5 Our liability for delay-related damage resulting from unintentional breaches of obligations is excluded, unless such a breach leads to harm to life, body or health. This provision does not shift the burden of proof onto the client.

4.6 We have the right to make partial deliveries. Partial deliveries can be invoiced separately.

4.7 The return of ordered goods that have been correctly delivered is generally excluded.

If, in exceptional cases, we give our written consent for the return of correctly delivered goods, we will be entitled to 30% of the net invoice value of the delivered goods, including VAT, as payment for the services related to the return. This amount will be invoiced with a 7-day payment term. Return shipping ex-works will be charged to the client.

5. INFORMATION AND ADVICE

The information and advice we provide about our products is based on our past experience. The figures quoted in such cases are average and indicative values. The information and advice we provide do not affect the requirement to carry out suitability tests on the delivered goods and to comply with the regulations relating to their use. Information provided verbally is non-binding. Section 10 of this document applies to liability issues.

6. SHIPPING AND TRANSFER OF RISK

6.1 Unless otherwise agreed, deliveries take place ex works. If one of the Incoterms options has been adopted as the delivery terms, the version of the document in effect at the time the agreement is signed shall apply.

6.2 If the goods are delivered to a location other than the place of performance of the agreement at the request of the client, the client shall bear the resulting costs. It is up to our discretion to choose the transport route and the carrier. Transport damages must be reported by the client to us in writing immediately upon receipt of the goods, stating the nature and extent of the damage. Insurance of goods against transport damage, loss or destruction in the case of ex-works deliveries shall be taken out only at the express request of the client, at their expense and on their account. The cost of urgent or express deliveries (express fees) shall be borne by the recipient.

6.3 In the case of ex-works deliveries, shipping and transport are carried out at the client's risk. This also applies to cases where the goods are delivered from a third-party warehouse (dropshipping) and to the return shipment of goods or packaging (reusable transport packaging). The risk passes to the client, also in the case of partial deliveries, at the moment when the consignment is handed over to the carrier or when it leaves the warehouse or factory (in the case of ex-works deliveries) for shipping.

6.4 If the shipment is delayed for reasons attributable to the client or if the client is responsible for the transport, the transfer of risk occurs at the moment the client is informed that the goods are ready for shipment. Any storage costs after the transfer of risk shall be borne by the client. In the case of storage in our factory or warehouse, storage costs shall amount to 0.5 % of the invoice amount (value of the goods) per month. We reserve the right to adjust the costs if we can demonstrate that they are higher. After an ineffective expiry of the relevant period, we have the right to handle the goods from the delivery in a different manner and complete the order within an extended time frame.

6.5 In the case of deliveries free of charge to the consignee's location/warehouse or to a third location, the risk, also in the case of partial deliveries, passes to the client once the goods arrive at their location/warehouse and are ready for unloading. Unloading must be carried out promptly and in accordance with industry standards, with an adequate number of workers and unloading equipment. The waiting times for unloading are calculated by us in accordance with the waiting times typical in the industry. If delivery to the destination is not completed for reasons that are within the client's area of risk, the risk of non-delivery passes to the client. This also applies to any unjustified refusal by the client to accept the delivery.

7. PAYMENTS

7.1 Payments should be made in the currency specified by Sanha. Bank, postal and other additional charges shall be borne by the client. The payment should be made to the bank account indicated on the invoice/VAT invoice.

7.2 Unless expressly agreed otherwise, payments must be made within 30 days of the invoice date without any deductions. In the event of late payment, we reserve the right to charge interest at the statutory rate.

7.3 The client is entitled to offset any payments only with the express consent of Sanha Polska Sp. z o.o..

7.4 In the event of late payment, we have the right to:

7.4.1 immediately pursue all claims against the client arising from the transaction in question or other transactions and orders, even if they are not yet due;

7.4.2 suspend deliveries or other services under the order in question or other orders until all our claims have been fully satisfied by the client;

7.4.3 demand appropriate security;

7.4.4 demand the return of goods already delivered that are still subject to the retention of title. If the goods can no longer be used or cannot be used without limitation due to the passage of time, we have the right to claim compensation.

7.5 If, after the conclusion of the agreement, we receive information about a significant deterioration in the client's financial situation which, in Sanha's reasonable suspicion and practical experience, may jeopardise our claim for counter-performance (this includes, in particular, a petition for the initiation for insolvency proceedings), we have the right to demand the provision of appropriate security for a reasonable period of time, until the obligation is fully performed, or require that the counter-performance be executed concurrently with the main performance. If the client fails to comply with our reasonable demand within the specified deadline, we can withdraw from the agreement or claim damages. In such cases, we can consider all amounts (including deferred payments) as immediately due.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 We reserve ownership and copyright to illustrations, drawings, designs and other documents.

They may not be reproduced or shared with others without our consent and must be returned to us without delay upon request or if the order is not accepted.

8.2 If third-party intellectual property rights are infringed during the manufacture of products according to the designs or other information from the client, the client shall indemnify us against all claims.

8.3 If the order is not placed with us, we are entitled to claim appropriate compensation for the product samples we have produced.

9. RETENTION OF TITLE

9.1 The seller reserves the ownership of the sold item until the agreed price is paid by the client. If bankruptcy or restructuring proceedings are initiated against the client's assets, we shall be entitled to immediately assert that the goods are our property and/or to reclaim the goods. The client shall be liable for the loss of our goods.

9.2 Sold goods subject to the retention of title may be resold by the client only within the scope of the client's normal business activities.

10. PERFORMANCE

10.1 We accept no liability for incorrect or inappropriate use of the products.

10.2 The client is obliged to thoroughly inspect the delivered goods immediately upon receipt,

for completeness and accuracy, even if samples or designs were previously sent. The delivery shall be deemed to have been accepted without defects if no complaint is

made in writing, by fax or by e-mail within 3 working days from the arrival of the goods at the place of destination, or, if the defect was not detectable during proper inspection, within 3 working days the discovery of the defect. This also applies to deliveries exceeding the ordered quantity. If the delivery exceeds the ordered quantity and is not reported within 3 days of the arrival of the goods at the destination, it is deemed accepted. Our field sales representatives are not authorised to accept quality and quantity complaints.

10.3 In the event of a quality complaint, the client has the right to a supplementary performance as a first option, which we may fulfil at our discretion in the form of a delivery of defect-free products (upon return of the disputed goods) or by rectification of the defects. If the supplementary performance does not yield the expected results or if it would impose an undue burden on the client, or if it proves unnecessary for the following reasons:

- a. we do not agree to provide additional performance
- b. we fail to provide additional performance within the contractual deadline or within a specified period of time and the client has stipulated in the agreement that further cooperation depends on the timely performance or
- c. if there are special circumstances which, considering the interests of both parties, justify immediate withdrawal from the agreement.

The client is entitled to a reduction in the purchase price or, at their discretion, to withdraw from the agreement and claim damages in lieu of performance or reimbursement of ineffective expenditure in accordance with clause

10 of the Agreement.

10.4 We shall bear the expenses for the supplementary performance, in particular transport, infrastructure, labour and material costs. The above does not apply if the expenses increase due to the transport of the product after delivery to a place other than the client's residence or business location, unless the transport is due to the use of the item for its intended purpose. We only assume transport and infrastructure costs for intra-EU transports.

10.5 If the client accepts defective goods despite being aware of the defects, they can only assert their claims and rights regarding those defects if they expressly reserve them upon acceptance of the goods.

10.6 The possibility of assigning the client's claims in respect of defects to third parties is excluded. In the event of payment complaints, the client's payments may only be withheld to the extent that is fair and proportionate to the reported defects.

11. LIABILITY FOR DAMAGES.

11.1 In accordance with the statutory provisions, we are liable for damages resulting from harm to life and health.

11.2 In other respects, our liability for breach of duty and extracontractual liability is limited to wilful and grossly negligent conduct. Liability for gross misconduct of our employees, associates and individuals involved in the execution of the agreement is excluded.

11.3 The limitation or exclusion of liability pursuant to clause 10.2 sentence 1 does not apply to breaches of contractual obligations which are a condition for the proper performance of the agreement and in respect of which the client can trust that they will be fulfilled (so-called cardinal obligations or obligations arising from the essence of the agreement). Liability is limited to damages typical to the agreement, which we had to take into account at the time of signing the agreement due to circumstances known to us at that time.

11.4 Liability beyond these damages is excluded regardless of the legal basis.

In particular, we are not liable for lack of business success, lost profits, indirect damage, consequential damages resulting from the existence of defects and damages resulting from claims by third parties.

11.5 The limitations of liability outlined above also apply to claims for reimbursement of ineffective expenditure.

11.6 Claims for damages against us, irrespective of their legal basis, are subject to a limitation period of two years after the statutory commencement of the limitation period, but no later than from the moment of delivery of the goods.

11.7 The above provisions do not involve shifting the burden of proof to the detriment of the client.

11.8 Claims for damages under the Product Liability Act remain in force.

12. PERSONAL DATA PROTECTION.

12.1. To the extent that we process the personal data of individuals in connection with our cooperation with the client, we are a "processor" within the meaning of Article 4(8) of the GDPR. We inform that we process personal data on the basis of Article 6(1)(f) of the GDPR to the extent that the processing is necessary for the purposes of the legitimate interests pursued by us as a Data Controller or by a third party and, if the client is a natural person, on the basis of Article 6(1)(b) of the GDPR (the processing is necessary for the performance of an agreement to which the data subject is party, or to take steps at the request of the data subject prior to entering into an agreement). We will only share data with those recipients whose cooperation is necessary for the execution of the agreement, in particular IT/ITC service providers and logistics companies. Personal data will be stored only for as long as is necessary for the conclusion and execution of the agreement, or will be retained due to statutory retention periods or other legal reasons, in particular for legal defence purposes. Articles 15 to 23 of the GDPR grant the data subject the following rights: the right to access their data, including obtaining a copy of the data, the right to request rectification of the data, the right to erasure of the data (in certain circumstances), the right to lodge a complaint with a data protection supervisory authority the right to restrict the processing of the data. In addition, if personal data is processed on the basis of consent or as part of the service provided (where the data is necessary for the purpose of providing the service), the consent can be withdrawn to the extent that the data is processed on that basis. The withdrawal of consent does not affect the lawfulness of processing carried out on the basis of consent before its withdrawal;

12.2 The client is responsible for and assures that the personal data provided to us can be processed by us for the purpose of executing the agreement. The client will make the information presented here available to interested parties in the manner required by data protection regulations.

13. EXPORT CONTROL.

13.1. The client undertakes to comply with current and applicable export control legislation, in particular the Act of 13 April 2022. on Special Measures to Counteract the Support of Aggression against Ukraine and to Protect National Security, the Act of 21 May 1999 on Weapons and Ammunition, the US EAR (including the US export control guidelines and prohibitions), the Chemical Weapons Convention (Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons

and on their Destruction) as well as the applicable regulations of the European Communities, the European Union (EU) including Council Regulation (EC) No. 765/2006 of 18 May 18 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus and Council Regulation (EU) No. 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, as well as any provisions concerning the export of dual-use products (civilian and military) to ensure that existing sanctions regarding the prohibition or restriction of exports, particularly EU law, UN law, and US law or other currently applicable embargo regulations, are not violated.

13.2. In particular, the client is obligated to refrain from (is prohibited from) selling, supplying, transferring or exporting the goods supplied by us that fall within the scope of Article 12(g) of Council Regulation (EU) No. 833/2014 (Council Regulation (EU) No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, directly or indirectly to any natural or legal person, organisation, institution or authority in Russia, for use in Russia or for transport on board a Russian-flagged vessel.

13.3. The client shall make every effort to ensure that the objective set out above in the provisions of clause 12.2 is not thwarted by third parties downstream the supply chain, including potential (prospective) sellers. To this end, the client undertakes to establish and maintain an appropriate monitoring mechanism to identify the behaviour of third parties, including possible downstream sellers, which could thwart the objective set out in clause 12.2 downstream the supply chain.

13.4. Any breach of clauses 12.2 and 12.3 will constitute a breach of the underlying contractual obligations.

13.5. In the event of a breach of one of the obligations set out in clauses 12.2 and 12.3, we shall be entitled to set the client a non-extendable period to remedy (cease) the breach of the agreement. If it is not possible to remedy (cease) the breach or if the non-extendable period set for remedying (ceasing) the breach of the agreement has already expired, we may terminate the agreement concluded with the client (without notice and with immediate effect), as well as any other agreements concluded with the client, if any, in this manner. The right to extraordinary termination without notice is immutable and inviolable, as is the right to claim damages.

13.6 The client undertakes to inform the seller immediately of any breaches of clauses 12.2 and 12.3, as well as of any breaches committed by third parties, including further sellers downstream the supply chain and shall promptly provide us with further information upon request.

14. PLACE OF PERFORMANCE, JURISDICTION AND APPLICABLE LAW

14.1. The place of performance of the contract for all obligations on both sides of the agreement is the registered office of the company.

Sanha Polska Sp. z o. o.

14.2 Any disputes shall be resolved exclusively by the court with jurisdiction over the registered office of Sanha Polska Sp. z o. o., as entered in the commercial register. However, we also have the right to sue the client before the court with local jurisdiction for their registered office according to the law.

14.3 The relationship between us and the client shall be governed by Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the principles of private international law. Additionally, INCOTERMS shall apply for the interpretation of the provisions of the agreement.

14.4 Should individual provisions prove ineffective or cease to be effective due to circumstances that occur later, this shall not affect the validity of the remaining provisions.

Last update:
18 July 2024