

General Terms and Conditions of Sales Contracts

The General terms and conditions of contracts of sale concluded by BaZeKo Kociołek & Kociołek sp.j., with its registered office in Łódź 92-216, ul. Czechosłowacka 3a, IN VAT (NIP): PL7282836137.

I. General provisions

1. These general terms and conditions of sale define the rules for the execution of orders, delivery of products and provision of services to the Buyer and apply to all contracts for the sale of products and services concluded by BaZeKo Kociołek & Kociołek sp.j., with its registered office in Łódź, as the Seller.
2. The terms used in these general terms and conditions of sale shall mean:
 - The Seller – BaZeKo Kociołek & Kociołek sp.j., with its registered office in Łódź;
 - The Buyer – an economic operator being the other party to the sale contract
 - The Parties – the Seller and the Buyer;
 - The General Terms and Conditions – these "General Terms and Conditions of Contracts of Sale concluded by BaZeKo Kociołek & Kociołek sp.j., with its registered office in Łódź;
 - The Product – products and services sold by BaZeKo Kociołek & Kociołek sp.j., with its registered office in Łódź, under a sales contract.
 - Request for Quote – an inquiry made by the Buyer with the Seller regarding the manner of execution and cost of the product;
 - Price Offer – response of the Seller to the Buyer regarding the manner of execution and cost of the product;
 - The Documentation – the documentation provided by the Buyer, based on and under which the order is executed.
3. The provisions of the General Terms and Conditions may be changed by the Seller at any time, only in writing or by e-mail to be valid. Conclusion of a separate sales contract excludes the application of these General Terms and Conditions only to the extent regulated in the contract in a different manner.
4. The General Terms and Conditions take precedence over the terms of the Buyer.
5. By placing an order, the Customer declares that it has read the General Terms and Conditions and that it accepts them.
6. For sales contracts, the General Terms and Conditions as at the date of ordering are valid, unless the Parties have agreed otherwise in writing.
7. The following actions of the Buyer, who is not a consumer within the meaning of Art. 221 of the Civil Code: placing an order, receipt of an invoice or goods or payment of an advance, is tantamount to the acceptance of the General Terms and Conditions by the Buyer.
8. The General Terms and Conditions shall apply from 01/01/2019 until further notice.

II. Requests for quote and price offers.

1. Requests for quote should be sent in electronic or written form in at least one of the following ways:
 - by sending an e-mail to the e-mail address: logistyka@bazeko.pl,
 - by sending fax to the number: +48 (42) 672 46 59,
 - by submitting at the Seller's office with acknowledgement of acceptance.
2. Request for quote should contain Buyer's details and the technical data required to prepare a price offer (see: Appendix No. 1 – Guidelines for Requests for Quote)
3. The price offer shall not be considered a commitment of the Seller to conclude a sales contract.
4. Verbal agreements and obligations without written or electronic confirmation are null and void.
5. The Buyer shall check all the data and information contained in the received price offer and report any doubts to the Seller before placing an order and starting the contract.
6. The price offer will be valid for the period specified in the offer, if the Buyer refers to it when placing an order and does not make any changes to the price calculation.
7. The price offer shall be prepared by the Seller based on the information, specifications and design received from the Buyer, so it is a binding basis for the appropriate selection of material, technology and the manner of execution of the contract. By accepting the price offer, the Buyer confirms both the cost and the manner of execution of the order in accordance with the offer made by the Seller.

III. Conclusion of the contract

1. The basis for concluding a contract is the Buyer's order placed in response to the price offer or without the Seller's price offer. The contract is concluded upon confirmation of the order by the Seller with possible changes or reservations.
2. Orders should be submitted in electronic or written form in at least one of the following ways:
 - by sending a e-mail to the e-mail address: logistyka@bazeko.pl,
 - by sending fax to the number: +48 (42) 672 46 59,
 - by submitting at the Seller's office with acknowledgement of acceptance.
3. The order placed by the Buyer must contain the details of the Buyer (name, IN VAT (NIP), National Court Register (KRS) number, registered office, address – unless the details have been already known to the Seller) and the detailed information about the ordered product to the extent necessary to execute the contract (see: Appendix No. 2 – Guidelines for the order).

4. The order placed by the Buyer is equivalent to the acceptance of the price offer and the general terms and conditions of the sales contracts.
5. The Buyer shall provide proper and complete documentation by e-mail or via other carrier at the latest at the time of ordering. Documentation provided after placing an order, any changes made or incomplete documentation may result in changes in the price calculation, cause an increase of costs or prices, or delay the time of completion of the contract. Any change requires approval by the Seller.
6. Placing an order is not binding for the Seller. Lack of confirmation of acceptance of the order for execution means that no contract has been concluded. The Parties exclude all the possibilities of tacit (implied) conclusion of the contract provided by law.
7. If the Seller confirms acceptance of the order with reservations or changes, the Buyer is bound by the content of these reservations or changes, unless the Buyer submits possible comments immediately and an agreement is reached with the Seller regarding the reservations or changes.
8. The Seller may refuse to accept the order for execution, in particular:
 - in case of non-compliance of the order with the technical specification
 - in case of non-compliance with the technological capabilities of the Seller
 - in case of non-compliance with notified changes,
 - if the Buyer is in delay with payment of the price under any sales contract between the Parties or until the Buyer makes a payment of any prepayment / payment based on a pro forma invoice.
9. For the validity of the conclusion of a sales contract or its change, any declarations exchanged between the Parties in this respect should be delivered to the other Party in writing, by e-mail, by traditional mail or by fax. This provision applies in particular to offers, orders and documentation, including changes to these documents.
10. The Buyer may withdraw from the contract in whole or in part, if the Buyer makes a declaration of withdrawal from the contract in whole or in part, submits it to the Seller and covers the costs adequate to the costs incurred by the Seller in connection with the implementation of the contract.

IV. Price and payment

1. The product price shall be determined based on the price offer with possible subsequent changes.
2. The Buyer shall pay the price within the time limit specified in the VAT invoice issued by the Seller. Payments are considered made when the funds are credited to the Seller's bank account.
3. If, after the conclusion of the contract, any circumstances arise, which justify an increase in the price of the ordered product, such as an increase in customs duty, introduction of additional customs duties or introduction of other public charges, the Seller has the right to increase unilaterally the price of the product, giving the reason for the increase. The increase cannot be higher than the actual increase in price influencing factors.
4. If, after the conclusion of the contract, the price of materials increases by at least 10% or the exchange rate changes, the Seller may change the price accordingly to the current rates, even if it has not been included in the contract between the Parties, or withdraw from the contract, if the Buyer does not agree to the increased prices.
5. The prices specified by the Seller are net prices, which will be increased by value added tax in accordance with the applicable rates (if applicable).
6. The prices do not include the costs of packaging, transport and insurance of the shipment, which will be added to the invoice, unless the Parties agree otherwise.
7. The changes, reservations or complaints or the processing thereof do not stop the payment time limit.
8. If the Buyer submits a complaint, the Buyer is not released from the obligation to make a payment for the received product.

V. Execution.

1. Unless otherwise specified by the Buyer, the Seller shall execute orders in accordance with the IPC-A-600 and IPC-A-610 (min. class I) standards.
2. Defective circuits visibly marked by the Seller are allowed.
3. The Seller reserves the right to perform the contract with tolerance for orders over 10 pcs. – +10/-10% of the ordered quantity (quantitative tolerance), for orders below 10 pcs. – +30/-10% of the ordered quantity (quantitative tolerance), and the Buyer shall pay for the actual quantity of the delivered product. Execution of an order with tolerance 0/0% requires a separate order valuation.
4. The Seller will commence the execution of the orders from new buyers after they settle any prepayment / payment based on a pro forma invoice.
5. A time limit for the execution of the order given by the Seller should be treated as planned. If the time limit is exceeded, the Buyer shall refrain from any claims for compensation or cancellation of the order.
6. If there is a delay in the execution of the order, the Seller shall not be financially liable for the delay. If there is a delay in the execution of the express orders, price of the product may be recalculated and, possibly, reduced by the applicable express surcharge.
7. If the Buyer is in delay with payment of the price under any sales contract between the Parties, the Seller has the right to refrain from execution of all concluded contracts (from releasing the product), until the Buyer pays all due and payable liabilities with interest. If the delay with any payment to the Seller exceeds 30 days, the Seller may withdraw from the sales contract without setting an additional time limit. The Seller shall not be responsible for the damage resulting from these reasons.
8. If the order is executed using materials provided by the Buyer, the Buyer shall inform the Seller in writing or electronically about the properties of these materials, by providing specifications or instructions, especially for materials sensitive to temperature, humidity, chemicals or mechanical damage. If the required information

(specifications, instructions) is not provided, the Seller shall be released from liability for the related consequences, including the possible destruction of the provided materials, and product's failure to meet the requirements set out in the contract.

9. Taking into account the Buyer's change or remarks to the reservations made by the Seller is only possible, if the execution of the order has not commenced, and it requires a written or electronic confirmation by the Seller.
10. The Seller reserves the right to destroy or dispose of production documentation, (photo tools) and metal stencils, if the design, product or order has not been executed for more than 3 years.

VI. Deliveries.

1. The time of transport is not included in the order delivery time. The agreed completion date is the date of shipment of the goods to the Buyer or making the goods available for collection (Ex Works BaZeKo, Łódź in accordance with Incoterms 2010).
2. The Seller performs standard domestic and foreign shipments in cooperation with the courier company. If the Buyer has signed a contract with another shipper and the goods are to be sent through it, the Buyer shall provide its customer number in accordance with its contract with the shipper.
3. If the Seller delivers the shipments via courier services at the Buyer's option, courier costs shall be borne by the Buyer, unless the Parties have agreed otherwise.
4. The risk of loss of or damage to the product shall be transferred from the Seller to the Buyer, when the product is released to the Buyer. If the product is entrusted to a carrier or courier company, risk of loss of or damage to the product shall be transferred when the product is released to the carrier or courier company, regardless of who bears the transport cost. Transport insurance requires arrangements, which shall be included in the price calculation.
5. The Buyer shall carefully examine the product at the time of its receipt in terms of quantity, compliance with the documentation and for presence of any visible defects. The Buyer shall immediately submit any comments in this regard to the carrier or courier company (in accordance with the relevant transport regulations) and the Seller, in written or electronic form.
6. Signing the release document is tantamount to stating that the indicated parameters are compliant with the contract and the product is free from any defects, which could be detected while carefully examining the product during receipt. The Buyer cannot be released from the obligations referred to in section VI or from the consequences of failure to fulfil them, by invoking the accepted practice of trade and receipt.
7. If, due to the type of packaging or for any other reason, it is not objectively possible to immediately inspect the delivered product, the acceptance inspection should include at least the consignment note, quantity and condition of the packages, product markings on the packaging and any visible external damage.
8. As soon as it becomes objectively possible – however at the latest at the time of unpacking the product, before it is used – a detailed, full control of the product should be carried out, in particular before the product assembly. The Buyer shall perform a test assembly on one piece of the product and carry an assembly on the remaining products after finding that the test assembly was correct.
9. If the Buyer fails to collect the product within the time limit specified in the contract, for reasons not attributable to the Seller, the price and other costs must still be paid as if the product has been released in accordance with the contract. In particular, the Buyer shall bear the costs associated with the storage of the product.
10. If any Party is not able to meet the time limit set in the contract, it should promptly notify the other Party of this fact and specify the expected date of performance of the obligations, to which the delay applies.
11. If the delivery date is postponed due to circumstances beyond the control of the Seller, including, in particular, the circumstances provided for in the General Terms and Conditions, the Seller may extend the delivery dates and shall not be liable for the extension of the contract term.
12. Compensation for delay in delivery may only be paid if a separate written agreement has been concluded in this regard.

VII. Guarantee and complaints.

1. Any complaint may be filed within 12 months of the day the invoice was issued by the Seller.
2. If a complaint is filed, the Buyer, shall:
 - send a notification to the Seller's address with a description of the product's not in compliance with the documentation in writing, by fax or electronically, along with photos;
 - upon the Seller's consent, send the products under complaint to the Seller within a defined time.
3. Within 7 business days of the complete complaint submission (including delivery of the product under complaint, if the Seller deems it necessary to do so) by the Buyer, the Seller shall contact the Buyer in order to determine further proceedings or in order to inform the Buyer about its refusal to accept the complaint.
4. The Seller shall be released from liability under the guarantee, if the product has been modified in any way (unless the Seller has previously sent a consent to such modification in writing or electronically), damaged due to the improper assembly, self-repair, improper use, storage in improper conditions, etc.
5. The Seller's guarantee is limited only to the replacement of defective products or the refund of a part of payment proportionate to the number of defective products, at the discretion of the Seller. The Buyer shall check the product delivered, therefore the Seller cannot be charged with any costs related to the replacement of defective products, which have already been installed in the device, or any cost of damage, which could have caused the assembly of the defective product.
6. If the complaint is accepted, the Seller will indicate, if possible, the date and the method of delivery of the product in accordance with the documentation.

7. If, for economic reasons, the repair, in order to deliver a product compliant with the documentation, is difficult, impossible, long or too expensive, the Parties may agree on a different way of settling the complaint.

VIII. Property rights and confidentiality.

1. The Buyer guarantees that it has the right to dispose of and to use the proprietary copyrights in and to the documentation provided by the Buyer for price calculation and for execution of the contract during its validity period, in all the fields of exploitation, to which the execution of the order applies, as well as to exercise derivative rights, if applicable.
2. Until full payment of the price is received, the Seller reserves the ownership of the products as well as unlimited rights to dispose of and use the property copyrights to the technical documentation drawn up by the Seller based on the design presented by the Buyer.
3. The Seller guarantees full confidentiality of the data transmitted and allows the possibility of signing the NDA agreement.

IX. Non-performance or improper performance of the contract and liability.

1. If the Buyer is in delay with payment of the whole or a part of the price for the product, the Buyer shall pay the Seller statutory interest for the delay.
2. If the Buyer delays with receipt of the product for more than 30 days counted from the completion date agreed in the contract, the Buyer shall pay a one-time contractual penalty to the Seller in the amount of 100% of the price of the product not collected on time. If the Buyer does not collect the product at that time, the Seller may withdraw from the contract. If the Seller withdraws from the contract, the Buyer shall not be released from the obligation to pay the contractual penalty.
3. If the damage exceeds the provided contractual penalties, the Seller reserves the right to seek damages based on applicable law.
4. The Seller is only responsible for the compliance of the product with the documentation.
5. Compensation for damage caused to the Buyer in connection with non-performance or improper performance of the contract shall be limited in each case to the net price of the product covered by the contract.
6. The Seller shall not be liable for any damage caused by the product, if the damage is a result of:
 - a faulty design of the product, device or component, in which the product is installed;
 - guidelines or documentation provided by the Buyer;
 - failure to perform a test assembly in the manner specified in the General Terms and Conditions;
 - any unusual use of the product, device or component, in which the product is installed or mounted, or any use contrary to its purpose.
7. The Seller shall not be liable for damages in the property of the company using the product, devices or components, in which the purchased product is installed or mounted, for commercial purposes.
8. The Parties shall have the right to refrain from charging contractual penalties.
9. Subject to situations differently regulated in the content of the contract, force majeure meant as any circumstances and phenomena, which could not be predicted or prevented, external to the Parties to the Contract and not caused by any Party may constitute, without consequences for the Parties, a basis for withdrawal from the contract, if the circumstances have occurred after the conclusion of the contract and significantly impede its execution. Neither Party shall be liable for any consequences resulting from the actions or omissions of the other Party or third parties, if the relevant Party is not responsible for the actions or omissions under the applicable law.

X. Competent courts, jurisdiction.

1. The competent court to settle any disputes shall be a common court having jurisdiction over the registered office of the Seller.
2. Only the provisions of Polish law and the jurisdiction of Polish courts apply to the contract.
3. Before referring the case to the court, the Parties shall seek an amicable settlement.

XI. Other provisions.

1. The headings of individual sections of the General Terms and Conditions have been introduced only to facilitate the use of the text and have no legal effect, and, therefore, the text of the General Terms and Conditions shall not be interpreted on their basis.
2. If individual provisions of these General Terms and Conditions prove to be invalid or ineffective under the current law, it shall not affect the validity and effectiveness of the remaining provisions. In this case, the Parties shall adopt such provisions, which will effectively reflect the prior will of the Parties.