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General terms of sale and delivery in Sukces Technology Group – Dziemiańczuk GP

1. Introductory remarks

1.1 The commercial relationship includes following parties: Sukces Technology Group Dziemiańczuk GP hereinafter referred to as STG and a natural or legal person running a business hereinafter referred to as the Vendee.

1.2 The following conditions become effective upon the registration of the Vendee in the Vendor's customer base. It is done by sending all registration documents, including confirmation of granting EU VAT number (EU customers).

2. Prices

2.1 All the given prices are ex VAT prices.

2.2 The purchase prices of the goods are determined on the basis of the Vendee's individual price list, which becomes effective on the date of placing the order.

2.3 Any update of the price list will invalidate its previous versions.

2.4 The given prices are the prices of units of the items: running metres, sets, pairs or packets – according to the specifications of the sales proposal.

2.5 Distribution discounts may be provided for individual stock groups, as well as for particular products from Vendor's offer.

3. Orders and delivery

3.1 Orders must be placed at Customer Service of STG or the right Regional Representative.

3.2 Orders may be submitted in the following forms:

- a) written,
- b) oral,
- c) electronic.

3.3 Orders placed through the sales platform are subject to the terms defined in this document, while the remaining issues are concerned with Terms and Conditions for using the sales platform of STG.

3.4 Order acceptance and schedule is confirmed every time by Customer Service of STG.

3.5 The order is processed as soon as the Vendee accepts pro forma invoice.

3.6 Delivery is implemented in following ways:

- a) collection in person,
- b) Vendor's transport,
- c) DPD courier service,
- d) courier delivery at the request of the Vendee.

3.7 Collection of goods in person should take place during the warehouse working time, but not later than one hour before its closing, i.e., 3:00 p.m.

3.8 Orders delivered by STG's own transport should be sent in the form specified in point 3.2 by Wednesday, 4:00 p.m.

3.9 Orders delivered by courier service, placed in one of the forms specified in point 3.2. and meeting the condition of acceptance of the order from point 3.5. before 10:00 a.m. will be dispatched on the same day. Orders placed after 10:00 a.m. will be processed the next day. At the Vendee's written request, the ordered goods may be sent by the indicated courier company.

3.10 Collection of goods from STG's warehouse may take place from 11:00 a.m. to 3:00 p.m. on the day of placing the order, if it has been processed before 10:00 a.m. or from 8:00 a.m. to 3:00 p.m. next day.

3.11 STG reserves the right to suspend the execution of the order, if the Vendee:

- a) exceeded the level of granted trade credit,
- b) exceeded the payment deadline for already completed orders.

3.12 Vendee specifies the method, address and delivery time in the content of the order.

3.13 The method and date of delivery of non-standard products is determined individually.

3.14 Delivery time of orders sent with STG's own transport is 5 weekdays, counted from Monday inclusive.

3.15 Delivery time of orders with courier service is 2-5 weekdays, counted from the date the order is accepted for execution.

3.16 In special situations beyond the supplier's control and if products are purchased in a quantity that does not constitute a full package, the delivery time may be extended.

3.17 Vendee is obliged to collect the delivery at the agreed time and place and to unload it.

3.18 Vendee collects the goods on the basis of a delivery note or a delivery receipt protocol and he is obliged to check the delivery in terms of quantity and quality (patent defects) each time before placing a signature.

3.19 The date and signature placed on the delivery note or the delivery receipt protocol confirms that the delivered goods have no quality and / or quantity patent defects.

3.20 Invoices are issued with the date shown on the document confirming receipt of the goods.

3.21 In the case of a courier parcel, the moment of receipt of the goods is considered to be the date on the delivery receipt protocol.

3.22 In the case of STG's own transport or collection in person, the moment of receipt of the goods is considered to be the date on the delivery note.

3.23 The transport costs are covered by the Vendee.

3.24 In the case of orders with a value equal to or exceeding the amount individually agreed with the customer (logistic minimum), the transport costs are covered by STG.

4. Payments

4.1 Payments should be made in cash, by bank transfer as a prepayment or with a deferred date, but no later than the date indicated on the invoice.

4.2 STG may grant an additional discount on selected items of the order or its entirety if the Vendee meets individually specified payment conditions.

4.3 All goods covered by the order and delivered to the Vendee remain the property of STG until the payment of the full amount is finalized, including the order value and the cost of transport.

4.4 STG reserves the right to immediately change the terms of cooperation in case of Vendee's failure to meet the payment terms.

4.5 STG reserves the right to take legal action in case of Vendee's failure to comply with its payment obligations.

4.6 All disputes will be settled by the Common Court having jurisdiction over the headquarters of STG.

5. Final provisions

5.1 STG reserves the right to change the provisions of the above terms of cooperation, the commercial offer and technical parameters of the offered products after informing the Vendee.

5.2 The terms of returns, warranty and the procedure for their consideration are specified in separate documents.

5.3 Placing an order is equivalent to acceptance of the above conditions.

5.4 In matters not covered by the provisions of this Agreement, the regulations of the Civil Code shall apply (the Act of April 23, 1964 Journal of Law of 1964 No. 16, item 93 with changes).