

GENERAL CONDITIONS OF SALE

1. KROSGLOSS S.A. with registered office in Krosno (ul. Tysiąclecia 17, 38-400 Krosno), registered in the Entrepreneurs' Register of the National Court Register by Sąd Rejonowy [District Court] in Rzeszów, XII Business Division, with the KRS number: 0000237389, NIP: 684222371, sells to enterprises (Buyers) goods manufactured by itself under the conditions set forth in the current General Conditions of Sale ('OWS' in Polish) and at prices set forth in the current Price list of KROSGLOSS S.A. (Price list) or under conditions agreed with the Buyer individually, and these OWS are available at: www.krosglass.com.pl. Any contract conditions of the Buyer, both general and specific, are not binding on KROSGLOSS S.A. unless KROSGLOSS S.A. agrees in writing to apply them.
2. The General Conditions of Sale (OWS) are not applicable to:
 - a) Buyers who signed contracts with KROSGLOSS S.A. in a written form otherwise being null and void, unless stipulated otherwise by such contracts;
 - b) Consumers.
3. KROSGLOSS S.A. may make changes in the General Conditions of Sale and the Price list at any time. Changes in the OWS and the Price list are not applicable to orders placed by the Buyer before such changes were introduced unless the Buyer and KROSGLOSS S.A. agree otherwise. Before placing an order, the Buyer must obtain from KROSGLOSS S.A. current OWS and the Price list.
4. The Buyer, by placing an order for goods listed in the current Price list, accepts the General Conditions of Sales and the Price list.
5. The Buyer can place an order by fax, electronic mail or in writing. For the order to be valid, it must be confirmed by the Seller within seven business days in the manner stipulated for placing orders. Lack of order confirmation shall be deemed to be a refusal to fill the order.
6. To be valid, each order must include:
 - a) Name and address of the Buyer including its NIP number, in accordance with its KRS [Krajowy Rejestr Sądowy – National Court Register] or CEIDG [Centralna Ewidencja i Informacja o Działalności Gospodarczej – Central Register and Information of Business Activity] or any pertinent register in the Buyer's country,
 - b) Given name and surname of a person authorized to place an order including the person's signature
 - c) Description of the Goods as stated in the Price list, and in case of goods to be manufactured by KROSGLOSS S.A. according to the Buyer's model - detailed technological documentation;
 - d) The quantity of the goods;
 - e) The price of the goods;
 - f) The delivery date;
 - g) The Buyer's demand for a supplier's declaration concerning the origin of goods (products).
7. All goods will be delivered in accordance with EXW Krosno unless KROSGLOSS S.A. and the Buyer mutually agree otherwise. In such cases, the Buyer covers the cost and risk for the delivery. The person signing the Goods Distribution slip [WZ] or a bill of lading is the person authorized by the Buyer to collect the goods.
8. The deadline for payment is 14 days since the invoice unless KROSGLOSS S.A. and the Buyer agree otherwise. Payment will be made by bank transfer to the bank account indicated in the invoice. The invoice will be posted by registered mail to the Buyer's address unless the Buyer indicates in the order an e-mail address to be used for sending an invoice.
9. Orders not complying with the requirements set forth in clause 6 will not be filled. KROSGLOSS S.A. may suspend filling each order (including a confirmed order) until the Buyer provides information missing from the order within three business days and KROSGLOSS S.A. may demand that the Buyer send in writing the General Conditions for Sale and the order signed by persons authorized to represent the Buyer within three business days. Suspension of order filling due to reasons stipulated above shall not give rise to any claims for damages on behalf of the Buyer from KROSGLOSS S.A. In the case when the Buyer fails to comply with the above obligations, KROSGLOSS S.A. may terminate the order within 14 days since the date the request for missing information was addressed to the Buyer and the Buyer shall not be eligible to claim damages from KROSGLOSS S.A. thereon.
10. In the case of a deferred payment date KROSGLOSS S.A. may demand that the Buyer provide additional information and documentation as well as a security for the payment and their provision and acceptance by KROSGLOSS S.A. shall provide the basis for filling the order even if the order was previously confirmed.
11. In the case of delay in collecting the goods, the Buyer shall pay to KROSGLOSS S.A. a contractual penalty amounting to 0.5% of the order value for each day of delay, however, not exceeding 20% of the order value within seven days since the receipt of a pertinent accounting document. If the delay exceeds 14 days, KROSGLOSS S.A. may, irrespective of being eligible to demand the payment of a contractual penalty, cancel the order within six months since the agreed date for delivery.
12. The Buyer shall inspect the goods for any quantity and evident defects at the time of delivery and, should there be any deficiencies, he shall put his comments concerning these issues in a Goods Distribution slip [WZ] or a bill of lading and shall notify KROSGLOSS S.A. of such complaint at the latest within three days following the delivery.
13. The Buyer shall inspect the goods with respect to evident defects and quantity shortages not visible upon the delivery within 30 days since the delivery date and if he finds any, the Buyer can file a complaint in writing within three business days since their detection. In case of latent defects, the deadline for filing a complaint is three business days since their detection, however not later than six months since the delivery date.
14. After the expiration of the terms set forth in clauses 11 & 12 above, the Buyer shall lose his right to file complaints.
15. KROSGLOSS S.A. will have an exclusive right to consider complaints and can, at its discretion, replace defective goods with defect-free goods, remove defects or lower the price within 60 days since the complaint was granted.
16. Quality defects shall be defined as non-compliance with quality principles of KROSGLOSS S.A. submitted in a .pdf format at the Buyer's request within 14 days since the receipt of the request.
17. In the case when KROSGLOSS S.A. sells to the Buyer second grade goods or 'off-spec' goods (substandard, defective goods), the Buyer cannot sell these goods as first grade goods (standard, defect-free goods) including, by repackaging them, processing or modifying them in any manner. KROSGLOSS S.A. and the Buyer shall exclude these goods from liability under warranty.
18. In the case of default in payment by the Buyer of any sums due to KROSGLOSS S.A., KROSGLOSS S.A. may suspend filling orders despite their earlier confirmation until the arrears are paid off and/or KROSGLOSS S.A. may refuse to confirm new orders and/or demand a 100% advance payment for unfilled and future orders. The Buyer shall not be eligible for any compensation from KROSGLOSS S.A. in this respect.
19. Title to the goods sold shall pass onto the Buyer at the moment when the full price is paid.
20. In the case of claims against KROSGLOSS S.A. by third parties due to violation of copyrights and/or industrial property rights resulting from KROSGLOSS S.A. manufacturing products according to models/ designs provided by the Buyer, the Buyer shall indemnify KROSGLOSS S.A. from any claims and compensations for third parties and reimburse KROSGLOSS S.A., upon its demand, for all and any costs, penalties, compensation, remedies and fines paid and incurred.
21. All disputes between the Buyer and KROSGLOSS S.A. shall be settled by common courts with jurisdiction over the registered office of Krosnglass S.A.
22. Delivery of orders and settlement of any disputes arising here to shall be governed by laws of the Republic of Poland. Provisions of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April, 1980 shall not apply.



KROSGLOSS SPÓŁKA AKCYJNA

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Sąd Rejonowy w Rzeszowie XII Wydział Gospodarczy Krajowego Rejestru Sądowego.

Kapitał zakładowy: 23.500.000,- zł - całkowicie wpłacony.

