Orders, conclusion of contract

a) Our offers are non-binding and do not constitute an offer within the meaning of the provisions of the Polish Civil Code (Chapter 5, § 10). Any General Terms and Conditions of Delivery or the order shall only be concluded with us if we accept an order in writing, deliver ordered goods or provide ordered services.

b) We are entitled to accept orders within two weeks from the date of the order. For this period the customer shall be bound to its order.

2. Price, payment, security

a) Unless expressly agreed otherwise in writing, prices are to be paid in PLN and are net plus the applicable value added tax and any other fees and charges incurred for the delivery of goods or services. The customer shall only be entitled to police checks and deliveries and services in the country of receipt shall be borne by the customer.

b) In the event of any change in the cost of raw materials, we are entitled to make an appropriate price adjustment. Metal price fluctuations cannot be changed after fixation.

c) Our performance of the contract shall be subject to the proviso - without prejudice to Clause 12 of these General Terms and Delivery of goods or services as defined in these General Terms and Conditions of Delivery. Other terms and conditions shall not form part of the contract. The acceptance of our delivery or service shall be deemed to be the acceptance of our terms and conditions.

d) In case of an intra-community transport of goods, where we are not obliged to transport, we will send the customer the notification that the goods and/or services are ready for acceptance.

e) Unless expressly agreed otherwise in writing, payments for deliveries and services shall be due 10 days after the invoice date. The date of receipt of payment shall be decisive for compliance with any payment period (date of crediting the bank account). We are entitled to send invoices also in electronic form. Costs and expenses shall be borne by the customer. We accept payments only after prior agreement and on account. The customer is not entitled to set off or to offset any amount.

f) We are entitled to determine against which of our claims incoming payments will be offset. The clearing of bills of exchange and drafts is carried out on the basis of conditions for payment for documents.

3. Metal contracts

a) If a customer orders metal at the respective current metal price at the metal price valid at the time of subsequent processing from us (Metal contract), the contract shall be concluded against our contract, in which we are the supplier and other terms and conditions shall be concluded with us. If the customer does not pay within the due date of the contract and the contract is subject to a security payment.

b) Within the discretion of the corresponding party for all purposes. Our claims against the customer in the event of breaches of contract or non-performance of the contract shall be entitled to order the desired product. Within the period of acceptance, the contract shall be concluded for all purposes by the customer countermanding the corresponding party (and/or performance of the corresponding party).

4. Metal cover

a) The metal cover shall be arranged by the customer with us at the latest 6 weeks before the confirmed delivery date in every case of orders.

b) Only our measurements shall be decisive for determining the weights of the metal provided to us for tolling. In the event of any change in the metal price, we are entitled to make a price adjustment subject to the proviso - after fixation.

c) At the time of delivery, the customer shall be bound to provide us with security for the corresponding party in the amount of 100% of the invoice value - or in the absence of such - to the market value of the main goods.

d) The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect the receivables assigned to us as long as the customer duly complies with his obligations arising from the business relationship, such as, for example, payment.

5. Transport, delivery, storage

a) The risk of loss and deterioration of the goods shall pass to the Customer at the latest:

b) if we are obliged to transport the goods to the Customer, in the case of justified refusal of acceptance; insofar as such date has not been agreed, our notification that the goods are ready for collection or dispatch. Insofar as acceptance is to take place, the agreed acceptance date shall be decisive for the calculation of the notification period. If the notification period has not been agreed, our notification that the goods and/or services are ready for acceptance shall be decisive.

b) We are entitled to partial deliveries. If we are obliged to transport the goods, we may determine the forwarding agent, carrier and shipping route.

c) Unless expressly agreed otherwise in writing, deliveries shall be made E.W. Incoterms 2020, with the place of delivery being the location of our supplying plant.

d) In case of a intra-community transport of goods, where we are not obliged to transport, we will send the customer the notification that the goods and/or services are ready for acceptance or dispatch. Insofar as acceptance is to take place, the agreed acceptance date shall be decisive for the calculation of the notification period. If the notification period has not been agreed, our notification that the goods and/or services are ready for acceptance shall be decisive.

e) We are entitled to partial deliveries. If we are obliged to transport the goods, we may determine the forwarding agent, carrier and shipping route.

f) Unless expressly agreed otherwise in writing, deliveries shall be made E.W. Incoterms 2020, with the place of delivery being the location of our supplying plant.

g) In case of a intra-community transport of goods, where we are not obliged to transport, we will send the customer the notification that the goods and/or services are ready for acceptance or dispatch. Insofar as acceptance is to take place, the agreed acceptance date shall be decisive for the calculation of the notification period. If the notification period has not been agreed, our notification that the goods and/or services are ready for acceptance shall be decisive.

h) We are entitled to partial deliveries. If we are obliged to transport the goods, we may determine the forwarding agent, carrier and shipping route.

6. Time of delivery, hindrance of delivery, delay

a) Delivery periods and times are not legally binding but shall always be approximately, non-binding indications for the time of delivery. Our delivery obligation shall be subject to timely and correct delivery to us by the customer in particular in the case of tolerances, unless we are responsible for the customer's delayed delivery or failure to deliver. Providing technical advice, we will use the level of care as applied to internal affairs. Technical advice is in any case non-binding and does not release the customer from own tests and trials. The customer shall be solely responsible for compliance with statutory and official regulations when using our goods.

7. Warranty

a) The customer must inspect the goods immediately after delivery for transport damage, obvious material defects, in particular in every case of delivery to the customer. A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and on these General Terms and Conditions of Delivery. Other terms and conditions shall not form part of the contract. The transfer of risk relating to the delivery of goods or services (The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect the receivables assigned to us as long as the customer duly complies with his obligations arising from the business relationship). The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN description of the scope of delivery, dimensions, weights, material, quality, resistance to stress and other characteristics. The customer shall store the goods carefully, in accordance with our instructions, free of charge, separately from other goods and notionally reserved for us. If the value of the goods and claims related or assigned as security by us to exceed our claims against the customer by more than 20%, we shall be entitled to release the excess collateral. If the retention of title to goods supplied by us is not effective under order agreed, we shall be entitled to reserve other rights to the goods in order to secure our claims. The customer is obligated to cooperate in such measures. The customer must refrain from pledging or other actions that impair our ownership in or other rights to the goods, if such actions are to be expected by third parties, must not do them. If the customer is not in default with an obligation arising from the business relationship.

9. Deviations, no warranty, technical advice

a) A deviation in weight, quantity or specification of the supplied goods from our specifications in the delivery bill and on these General Terms and Conditions of Delivery. Other terms and conditions shall not form part of the contract. The transfer of risk relating to the delivery of goods or services (The customer is entitled to dispose of the goods which are our property in the ordinary course of business and to collect the receivables assigned to us as long as the customer duly complies with his obligations arising from the business relationship). The customer guarantees a moisture content of the metal provided to us which is within the scope of the relevant DIN description of the scope of delivery, dimensions, weights, material, quality, resistance to stress and other characteristics. The customer shall store the goods carefully, in accordance with our instructions, free of charge, separately from other goods and notionally reserved for us. If the value of the goods and claims related or assigned as security by us to exceed our claims against the customer by more than 20%, we shall be entitled to release the excess collateral. If the retention of title to goods supplied by us is not effective under order agreed, we shall be entitled to reserve other rights to the goods in order to secure our claims. The customer is obligated to cooperate in such measures. The customer must refrain from pledging or other actions that impair our ownership in or other rights to the goods, if such actions are to be expected by third parties, must not do them. If the customer is not in default with an obligation arising from the business relationship.

10. Limitation of liability

a) For damages not caused to the goods themselves, we shall only be liable - irrespective of the legal basis - as follows:

b) In case of gross negligence on the part of our shareholders, members of our governing bodies or our executive employees,

c) In case of culpable injury to life, body or health,

d) In case of defects which we have fraudulently concealed or with regard to which we have assumed a guarantee for the non-existence of defects which are apparent at a later date, it must be reported in writing without delay, but no later than 2 weeks after discovery of the defect. The same shall apply if the customer does not enable us to carry out a proper inspection of a notified defect at a later date. In case of defects which are apparent at a later date, it must be reported in writing without delay, but no later than 2 weeks after discovery of the defect. If no defect which is not recognizable during the aforementioned inspection becomes apparent after the said period, it must be reported in writing without delay, but no later than 2 weeks after discovery of the defect. In such cases, the customer shall be deemed to be the custodian of the concerned goods.

f) In case of legal defects or defects in material or workmanship, we are entitled to the following in addition to the statutory provisions.

- in case of legal defects or defects in material or workmanship, we are entitled to the following in addition to the statutory provisions. We are entitled to notify the defect. We may, at our discretion, remedy the defect or deliver a defect-free good. If the nature of the goods or the defect or the other circumstances indicate that the rectification has not failed after our second attempt at rectification and that this is not acceptable to the customer, we shall be entitled to make further rectification attempts. If the rectification has failed, the customer's only remedy is to terminate the contract.

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of circumstances which may influence the amount of damage, the Customer shall notify us thereof in writing. If the customer fails to do so, we shall not be obliged to reimburse any further damages.

11. Third-party property rights, rights to tools, confidentiality, data protection

a. If the property rights of third parties are infringed due to deliveries of goods or the performance of services which are based on drawings or other information that has been provided by the customer, the customer shall indemnify us and hold us harmless from and against all damages, claims and costs.

b. The customer does not acquire any rights to tools through full or partial payment of tooling costs. Tooling shall rather remain at all times and in any event our property.

c. Information contained in our documents, e.g. drawings, sample, calculations, shall not be made available to third parties unless it is used for the intended purpose or we have granted our prior written consent.

d. The customer shall not be entitled to disassemble, reverse engineer, analyze or reconstruct the goods or to derive any properties therefrom for new products.

e. In the context of the contractual relationship, personal data may also be processed. Information on data protection for customers, which states in particular the purposes of processing and your rights in this regard, is available upon request from us.

12. Export and re-export restrictions

a. If the customer intends to export or transfer goods to a country or territory against which the United Nations, in Poland, the European Union, the United States of America, Singapore or China have issued or put into force an embargo or other export or re-export restrictions, or to use the goods for such a country or territory, the customer shall be obliged to notify us thereof in writing prior to the conclusion of the contract.

b. If the customer makes a corresponding decision after conclusion of the contract, he is likewise obliged to inform us of this in writing. Such export or transfer is only permitted with our written consent.

c. In addition, the customer warrants that it will comply with the relevant export control regulations and embargos in force and possible further sanctions, in particular in Germany, in Poland, the European Union, as well as the United Nations, the United States of America, Singapore, China and further extraterritorially applicable regulations.

d. If the customer further sells on the goods, it shall ensure by means of corresponding contractual provisions with its customers that they also submit to the obligations set out in this section 12. Furthermore, it shall ensure by means of corresponding contractual agreements with its customers that these obligations are also contractually agreed in the further possible supply chain up to the end customer.

e. If the customer violates any provision set out in this section 12, we shall be entitled to withdraw from the contract with immediate effect without the customer being entitled to any compensation claims as a result.

13. Place of performance, place of jurisdiction

a. The place of performance for deliveries of goods and the performance of services is the location of our respective supplying plant. The place of performance for payments is our registered address.

b. For disputes arising from or in connection with a contract, the courts at our registered address shall have exclusive jurisdiction. However, we shall also be entitled, at our sole discretion, to bring claims at the customer's registered address.

14. Applicable law


b. These General Terms and Conditions Deliveries were written in Polish and English, but the English version is legally binding and in case of doubt, it is of decisive importance.