

# **MDM NT sp. z o.o.**

## **General Conditions of Sale**

### **CUSTOMER'S OWN BRAND**

Update valid as of 19.04.2022

#### **§ 1 General provisions**

1. Definitions of terms used in the General Conditions of Sale:
  - a) Seller - MDM NT sp. z o.o. with its registered office in Bielsko-Biała (post code: 43-346) ul. Bestwińska 143, NIP5482614481, registered by the District Court in Bielsko-Biała, 8th Commercial Division of the National Court Register under KRS number 0000354102, share capital in the amount of PLN 992,500.00 fully paid up;
  - b) Buyer - an entity which is a legal person or a natural person conducting business activity, placing an order for the purchase of Products or with whom the Contract is concluded;
  - c) Product - goods offered by the Seller;
  - d) Contract - any contract concerning Products concluded between the Seller and the Buyer;
  - e) Offer - the commercial offer defines the terms of purchase based on which the Seller undertakes to deliver the Products to the Buyer.
2. The Seller shall have the right to assign, sell or transfer at his sole discretion any Contract and all receivables, claims, rights or securities arising out of and/or relating to that Contract to a third party. The Buyer shall not, without the consent of the Seller, be entitled to assign the Contract or otherwise transfer the rights or obligations under the relevant Contract to a third party.
3. Individual Contracts concluded with the Buyer specifying the conditions of sale of the Products shall take precedence over the General Conditions of Sale.

#### **§ 2 Orders**

1. Orders are processed:
  - a) based on an individual Contract concluded between the Seller and the Buyer;
  - b) in accordance with the Offer presented by the Seller, within its validity period.
2. Orders placed by the Buyer shall only be binding upon written acceptance of the order by the Seller or after delivery of the Products, whichever is sooner. Changes to an order submitted by the Buyer will not be binding unless approved by the Seller. Orders may be placed electronically via e-mail, fax or the platform provided by the Seller. Automatic order registration generated by the system does not mean that the Seller accepts the order.
3. By placing an order, the Buyer grants the Seller a free limited licence to:
  - a) use the trademark, including its reproduction on the Product and packaging;
  - b) sell the Product bearing the trademark in case of failure to pay for the order, in the quantity indicated in the order;
  - c) sell any unclaimed Products.

4. Each order placed by the Buyer and delivery of Products to the Buyer shall be subject to credit approval and specific credit limits set by the Seller individually for the Buyer.
5. The Seller reserves the right to refuse the execution of an order in case of overdue receivables on the part of the Buyer.
6. The seller reserves the right to make partial deliveries.
7. The date of delivery indicated by the Seller in his confirmation or acceptance of the order placed by the Buyer shall be deemed an approximate date. Where no delivery dates are indicated in relation to the Buyer's order - in the Seller's order confirmation or acceptance - the delivery shall be made when the Products are available. In the event that the delivery date indicated by the Seller is delayed, the Seller shall inform the Buyer without undue delay. If the Buyer finds the new expected delivery date inconvenient, he shall be entitled to cancel the order, which shall be the Buyer's sole remedy for non-performance of the Contract by the Seller, without the right to claim any damages.
8. The Buyer may request the cancellation of an order within 48 hours of receiving confirmation of its execution. Cancellation of an order requires written confirmation by both parties.

### **§ 3 Prices**

1. Prices are expressed in the FCA formula (Incoterms 2020) except for §4 point 4. Where applicable, prices for the Products shall be increased by VAT and other taxes or charges.
2. Order values are based on the unit of measure - weight, number of pieces and quantities determined by the Seller.
3. The Seller shall have the right to change the prices of the Products at any time with 14 days' notice.

### **§ 4 Delivery**

1. Delivery or collection of the Products shall take place from one of the Seller's premises. The Seller shall determine and inform the Buyer from where the collection is to take place (in the case of collection by Buyer).
2. The receipt of the Products must take place within 3 working days after they have been made available by the Seller.
3. The Seller shall use disposable packaging. If returnable packaging is used, deliveries shall be made as agreed in detail and the Buyer shall return the packaging at his own expense.
4. In the case of domestic sales and domestic deliveries organised by the Seller, the rules and delivery prices set out in Appendix 1 shall apply.
5. The delivery terms and conditions agreed between the Seller and the Buyer shall be interpreted in accordance with the provisions of the latest Incoterms edition.
6. In the event of a delay in delivery/collection for reasons attributable to the Buyer, the Seller reserves the right, at his sole discretion, to:
  - a) charge the Buyer with the storage costs as per Appendix 1 and any other additional costs incurred by the Seller from the date of the agreed delivery/collection date;
  - b) ship the goods at the Buyer's expense;
  - c) sell the Product to another customer.
7. Upon receipt of the Products, the Buyer shall, without undue delay, verify that the labelled Products on the packaging are consistent with those stated by the Buyer in his

order and those in the Seller's respective order confirmation or acceptance. The Buyer shall carry out a full review in respect of the Products delivered in terms of quantity and any defects.

## **§ 5 Payment**

1. Seller shall issue an invoice for all Products ordered by Buyer on the date on which they were shipped or issued by Seller or on such date as the invoiced price was applied by Seller.
2. The Buyer is obliged to pay the Seller the price for all Products delivered by the Seller and cannot offset any claims.
3. The deadline for payment of the invoice results from the Offer or the Contract. The Seller's acceptance of partial payments of invoices that were to be paid in full by the Buyer does not deprive Seller his right to demand payment for these invoices in full. In the event of late payment by the Buyer, the Seller is entitled to charge and collect interest for late payment in commercial transactions.
4. If the Buyer is in delay with payment of the price for the delivered part of the sold Products or if, due to the Buyer's financial situation, it is doubtful whether payment for the Products that are to be delivered at a later date, will occur within the due date, the Seller may refrain from delivering to Goods, setting an appropriate period for the Buyer to secure payment.
5. After the ineffective expiry of the time for securing payment set out in point 4, the Seller may withdraw from the delivery. The right of withdrawal may be implemented within 1 month of setting the date for securing payment.
6. Notwithstanding the foregoing, in the event of circumstances referred to in clause 4 relating to the Buyer, the Seller may also withhold the delivery of any Products or parts thereof en route (in transit), suspend or cancel delivery of the Products under the accepted order or suspend acceptance of further orders from the Buyer.

## **§ 6 Transfer of ownership**

1. Regardless of delivery, title to the Products delivered shall not pass to the Buyer until the Buyer has paid the price for the Products in full (transfer of ownership of the Products on a condition precedent).
2. Until the date of the aforementioned payment, the Buyer shall hold the Goods at his own expense and risk. During this period, the Buyer shall segregate these Products from other products in his possession and fully insure them.
3. Until payment is made, the right to use and sell the Products vested in the Buyer under clause 2 may be terminated with immediate effect by written notice to the Seller in the event that the Buyer remains in default of payment of any invoice and where any suspension, compulsory administration, insolvency, bankruptcy, liquidation, winding-up or similar proceedings in any jurisdiction are commenced by or against the Buyer or the Buyer enters into an arrangement with his creditors in respect of his debts. Upon termination of such rights: all sums payable by Buyer to Seller shall become immediately due and payable; Seller shall be entitled to repossess and/or resell the Products and for such purposes may enter

the Buyer's premises or seek an order from a competent authority to that effect. Furthermore, in the situation referred to in the preceding sentence, the Seller shall be entitled to claim from the Buyer appropriate compensation for wear and tear or damage to the Goods.

4. The Seller reserves the right to utilise or dispose of any Products which have not been claimed by the Buyer for whatever reason.

#### **§ 7 Warranty and Limitation of Liability**

1. The contractually agreed quality of the Products is determined by the relevant declarations of performance, technical approvals and standards required by the certification bodies. Nevertheless, such quality declarations do not imply an independent declaration of warranty.
2. Seller warrants that the Products conform to the technical specifications applicable on the date of shipment of the Products.
3. The Seller is not liable for the Buyer's lost profits and indirect or consequential damages.
4. Obvious defects (except hidden defects) must be reported in writing within 14 days of receipt of the Product(s). Hidden defects must be notified as soon as they are discovered, but no later than 14 days after discovery. The notification must be in writing and must specify in detail the type and extent of the defect. A complaint report available from the Seller must be drawn up.

#### **§ 8 Force Majeure**

Seller shall not be liable for non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: civil war (whether actual or threatened, declared or not), acts of terrorism, civil unease and protests, earthquakes, epidemics, congestion at ports, strikes, acts or failure to act by governmental authorities, acts of God, inability to obtain supplies of raw materials for the manufacture of Products, accidents, fires, breakdown of Seller's or suppliers' equipment and machinery, and any other causes beyond the Seller's control and over which Seller has no control.

#### **§ 9 Applicable Law and Jurisdiction**

1. These General Conditions of Sale and subsequent Contracts shall be interpreted and governed in all respects in accordance with the provisions of Polish law.
2. In the event that any provisions of these General Conditions of Sale are or become invalid or unenforceable, the remaining provisions shall continue to apply.
3. Any disputes arising in connection with these General Conditions of Sale or a Contract shall be settled by a court with jurisdiction over the Seller's registered seat.
4. By accepting the GCS, the Buyer acknowledges that the processing of his/her personal data for the purpose of carrying out the order will be carried out on the conditions specified in detail in the information clause available in the current version at [www.mdmnt.com](http://www.mdmnt.com) and [www.mdmsa.com](http://www.mdmsa.com).

## Appendix 1

1. For domestic supplies
  - a) For transactions with a net value of more than 1500 PLN, transport is organised by Seller at Seller's expense;
  - b) For transactions with a net value of up to 1500 PLN, transport is organised by Seller at Buyer's expense for which the following price list applies:
    - Shipping cost of a standard parcel - 19 PLN net/parcel;
    - Shipping cost of a long and non-standard parcel - 50 PLN net /parcel;
    - Shipping cost of a pallet - 150 PLN net/pallet.
2. Definition of non-standard parcel : "Irregularly shaped parcels or parcels that do not fit into the packaging standards for courier companies".
3. Definition of a long parcel: "A parcel is considered to be long when its length and girth [girth = (2 x width) + (2 x height)] combined are more than 330 cm but do not exceed a maximum size of 419 cm".
4. Definition of pallet: any transport unit used by the Seller requiring the use of a pallet truck or forklift.
5. Storage fees for Products: PLN 100 per week /pallet. The fee is charged for each commenced week.