

GENERAL TERMS AND CONDITIONS OF SALE

§1. GENERAL INFORMATION

1. The GENERAL TERMS AND CONDITIONS OF SALE, hereinafter referred to as the GTCS, specify the rules of the completion of orders for goods, products and services, hereinafter referred to as the PRODUCTS, in favour of the PURCHASER and they relate to any trade relations between CONTINENTAL TRADE Sp. z o.o. [Co. Ltd.], hereinafter referred to as CONTINENTAL TRADE, and the PURCHASER.
2. These GTCS have priority over the PURCHASER'S Terms and Conditions unless other agreements mutually agreed and signed by and between CONTINENTAL TRADE and the PURCHASER stipulate otherwise. Such agreed and signed divergences do not annul other provisions of the GENERAL TERMS AND CONDITIONS OF SALE.
3. Any divergences of the GENERAL TERMS AND CONDITIONS OF SALE require a written form signed by persons authorized for the parties' representation. An electronic form (e-mail, fax) is also acceptable.

§2. DELIVERIES

1. The subject of deliveries for the PURCHASER are the PRODUCTS specified in a trade offer of CONTINENTAL TRADE, as well as the PRODUCTS not listed therein and delivered to the PURCHASER according to separate agreements.
2. Deliveries shall be effected according to the PURCHASER'S order signed by persons authorized for the PURCHASER'S representation. In case of a delivery effected by own acceptance and payment on the PRODUCTS acceptance an order is not required.
3. Deliveries of the PRODUCTS shall be effected on EX-WORK (CONTINENTAL TRADE ul. Krasnobrodzka 5, 03-214 Warszawa) Incoterms 2000.

§3. OFFERS

1. Offers of the PRODUCTS are made by CONTINENTAL TRADE in favour of the PURCHASER by CONTINENTAL TRADE employees authorized to do so.
2. An offer does not constitute an agreement and may not be a basis for any claims towards CONTINENTAL TRADE. A date given in an offer is only an indication and does not constitute, in any case, any obligation for CONTINENTAL TRADE. Offer does not book the goods.
3. A price bid offer is valid for 30 calendar days from an offer date. Prices quoted are net prices without VAT or other charges and taxes. Prices do not include costs of transport, packing and documents other than those specified in § 8 clause 1. A price may depend on other factors affecting the PRODUCT value as of a delivery date and it is clearly specified in an offer.
4. Deliveries of shortened time of completion, called emergency deliveries, are subject to the right to calculate extra costs related to an order completion under such procedure.

§4. ORDERS

1. An order received from the PURCHASER according to § 2 item 2 must be explicit as to the PRODUCTS parameters, as well as to other terms and conditions of the DELIVERY completion.
2. A date of a written agreement of the last ambiguity is regarded as a date of an order receipt.
3. An order from the PURCHASER shall be given an identification number which is referred to in a CONFIRMATION OF THE ORDER ACCEPTANCE FOR COMPLETION, hereinafter referred to as a CONFIRMATION. A CONFIRMATION shall be sent to the PURCHASER within 48 hours upon the acceptance of an ORDER in an electronic form (fax, e-mail).
4. In the event of resignation from an order confirmed by the order acceptance for completion sent by the PURCHASER CONTINENTAL TRADE shall agree to such resignation provided that a resignation charge is paid in the following amount:
 - 50% for standard products
 - 90% for non-standard products.

5. A minimum order value is 100.00 zlotys. When a value of the PRODUCTS ordered is lower than 100.00 zlotys, CONTINENTAL TRADE will issue an invoice for the amount of 100.00 zlotys.

§5. DATE OF AN ORDER COMPLETION

1. A date of an order completion specified in an order confirmation means a date of placing products ready for loading in the MAIN WAREHOUSE of CONTINENTAL TRADE.

2. If the PURCHASER declares the acceptance of the PRODUCT by his own transport and fails to do that for 5 calendar days, then CONTINENTAL TRADE will have the right to send an INVOICE for the completion of a delivery and to calculate storage costs. In the event of non-acceptance of the PRODUCTS within 14 days from a date of declared acceptance by own transport, CONTINENTAL TRADE shall have the right to send the PRODUCTS to the PURCHASER.

3. A date of delivery may change in case of the occurrence of such circumstances such as strikes, natural disasters, wars, arrears in payments of previous invoices and any other caused by force majeure which might hinder the completion of deliveries or make it impossible. In such situation the PURCHASER shall not refuse to accept a delivery out-of suggested date and such date of delivery shall not give the basis for claims or price reduction.

§6. MARKING AND PACKING

1. THE PRODUCTS intended for acceptance shall be marked according to CONTINENTAL TRADE Company Standards and such marking allows clear specification of the PRODUCT.

2. Any forms of product marking other than those included in CONTINENTAL TRADE Company Standards shall be subject to an extra charge unless other agreements between the PURCHASER and CONTINENTAL TRADE stipulate otherwise. Amounts of charges shall be specified in an offer or in a CONFIRMATION OF THE ORDER ACCEPTANCE FOR COMPLETION, if forms of marking have not been clearly indicated in an INQUIRY FOR QUOTATION, in an OFFER and have been indicated in an ORDER.

3. The PRODUCTS intended for ACCEPTANCE shall be packed according to CONTINENTAL TRADE Company Standards. Any non-standard forms of packing and safety systems during time of transport are not included in the product price, and CONTINENTAL TRADE shall calculate extra charges for them.

§7. TRANSPORT

1. The PRODUCTS shall be delivered to the PURCHASER at the PURCHASER'S cost and risk.

2. The PRODUCTS shall be delivered at an address indicated in an order as a mailing address otherwise they shall be delivered at the address of the PURCHASER'S seat.

3. If the PURCHASER does not indicate another forwarder, CONTINENTAL TRADE will effect a delivery with transport through DHL.

4. In case of mega-sized deliveries and other deliveries not undertaken by forwarders the transport of the PRODUCTS shall be effected by CONTINENTAL TRADE transport at the PURCHASER'S cost. Then a risk of the goods transport shall be spread out evenly between CONTINENTAL TRADE and the PURCHASER.

§8. DOCUMENTS

1. Each delivery of the PRODUCTS shall be accompanied by the following documents according to CONTINENTAL TRADE Company Standards:

- an original invoice (or its copy when a mailing address for the goods is different from a mailing address for the PRODUCTS, in such case an original invoice is sent by mail at the address of the PURCHASER'S seat or at any other address indicated in an order)
- specifications – in case of export orders and an intra-Community delivery.

2. Any other documents required by the PURCHASER are subject to extra charges according to CONTINENTAL TRADE pricelist or on the basis of separate calculations as to the requirements specified by the PURCHASER. A pricelist or separate calculations are provided at the PURCHASER'S request.

§9. PAYMENTS

1. The PURCHASER shall make payments in due time indicated in a commercial invoice. Lodging a complaint or any other reservations shall not entitle the PURCHASER to withhold a payment or to extend prolong unilaterally a date of payment.
2. Till the moment of making a payment for a delivery the PRODUCT remains CONTINENTAL TRADE property.
3. In the event of failure to make a payment in due time or arrears in payments for previous deliveries CONTINENTAL TRADE may demand to return the PRODUCTS in their original form at the PURCHASER'S cost and risk. A completion of subsequent orders may be withheld till the time of settlement of any previous liabilities. Withholding or delay in deliveries for such reason does not give rise to any claims from the PURCHASER'S part.

§10. GUARANTEES AND COMPLAINTS

1. CONTINENTAL TRADE gives a 12-month quality guarantee for the products from a date of purchase. Warranty doesn't cover consumables (materials subject to wear and tear).
2. In the event of disclosure of hidden defects in the PRODUCT the PURCHASER should notify CONTINENTAL TRADE within 3 working days from a date of a defect disclosure (but not later than 14 days from the date of delivery) in the form of a letter of complaint.
3. Each complaint shall be made in writing to be valid and dealt according to the Complaint Procedure which is a part of ISO 9001 Quality Management System applied by CONTINENTAL TRADE.
4. CONTINENTAL TRADE shall not be liable for damage incurred as a result of improper or negligent installation, storage or transport.
5. CONTINENTAL TRADE shall not be liable for proper operation of the PRODUCTS at a place of installation due to lack of comprehensive knowledge of equipment, machine or installation. Any suggested solutions as to the application of the PRODUCTS are based on CONTINENTAL TRADE knowledge and a current state of technology.
6. The PURCHASER shall be responsible for the identification of the PRODUCT application options.
7. CONTINENTAL TRADE shall be responsible for the PRODUCT quality and performance according to applicable standards and a state of technology. CONTINENTAL TRADE responsibility is limited to replacement of defective and/or inconsistent with documents PRODUCTS.
8. Any qualitative characteristics of the PRODUCTS not specified an order shall be selected by CONTINENTAL TRADE according to a state of knowledge, shall be regarded as irrelevant with regard to a purpose they are intended for and shall not give rise to any COMPLAINTS.

§11. CONTENTIOUS MATTERS

1. In carrying out the obligation to inform PURCHASERS about these GENERAL TERMS AND CONDITIONS OF SALE, CONTINENTAL TRADE provides its content, in the electronic version identical to paper version, on the website <http://www.continentaltrade.com.pl/general-terms-of-sale>.
2. About the use of own standard contracts in the form of e.g. "General condition.." or "Regulations..." PURCHASER shall inform in the writing CONTINENTAL TRADE in ORDER containing simultaneously a copy of the standard contract - under pain of inefficiency arising from the terms relative to CONTINENTAL TRADE. In this case CONTINENTAL TRADE declares in the its order acceptance, specified in § 4. 3, the conditions under which it intends to conclude a contract for PRODUCTS covered by the contract. In case of discrepancies between the Parties performance of the contract shall be suspended until is written agreement, regardless of whether the request is an emergency, unless PURCHASER immediately inform CONTINENTAL TRADE in writing or in electronic form (e-mail, fax) that it waived the application of its own standard contract.
3. In any matters not provided for by these General Terms and Conditions of Sale regulations of the Civil Code shall apply.
4. In case of dispute the competent court is the only court in the district where the seat of CONTINENTAL TRADE.