

GENERAL TERMS AND CONDITIONS OF SALE

GAUS Components — Official Business-to-Business (B2B) Document

Seller: GAUS SP. Z O.O. SPÓŁKA KOMANDYTOWA, headquartered in Wrocław, Poland.

1. GENERAL PROVISIONS

These General Terms and Conditions of Sale, hereinafter referred to as the GTCS, shall apply unless other provisions are agreed upon in writing between GAUS SP. Z O.O. SPÓŁKA KOMANDYTOWA (hereinafter referred to as the Seller) and the Buyer. The General Terms and Conditions of Sale apply to all deliveries resulting from mutual business relations between the Buyer and the Seller. If the Buyer's General Terms and Conditions of Cooperation conflict in part or in whole with these GTCS, the Seller's GTCS shall prevail. For matters not regulated within these terms of delivery, the relevant provisions of the Polish Civil Code shall apply.

2. ORDERS

The sale and shipment of goods shall be executed based on orders submitted by the Buyer. Orders shall be placed by an individual authorized by the Buyer to perform such actions. They may be submitted in writing, via fax, electronically (email), by telephone, or in person at the company's registered office in Wrocław.

An order must include: the exact name and address of the Buyer, Tax Identification Number (NIP/VAT ID), order number, delivery address, type of assortment specified by the Seller's product code and/or catalogue name, quantity of ordered goods, requested fulfillment date, as well as any additional promotional or quotation agreements, including the quote number or the name of the person with whom such agreements were made. The Buyer shall bear full responsibility for any consequences arising from incorrectly or illegibly completed orders.

The acceptance of an order with deviations by the Seller requires a written agreement with the Buyer.

3. ORDER CONFIRMATION

The receipt of an order by the Seller does not constitute acceptance of the order for execution and, therefore, is not understood as entering into a contract of sale. The conclusion of a sales contract occurs only when the order is formally confirmed by the Seller. Orders will be priced according to the Seller's price list or quotes that are current on the day the order is received. The cancellation of a confirmed sales order must be mutually agreed upon by both Parties.

4. LOGISTIC MINIMUMS

GAUS SP. Z O.O. SPÓŁKA KOMANDYTOWA applies a logistic minimum in the form of a minimum order value. If an order value is less than PLN 1,000 net, the transport service fee will be added to the invoice.

5. DELIVERY TERMS AND DEADLINES

The ordered goods are placed at the disposal of the Buyer at the supplier's warehouse (which constitutes the place of performance). The Buyer may collect the ordered goods from the supplier's warehouse in one of the following ways:

- In person,
- Via a forwarder/carrier commissioned by the Buyer in their own name to deliver the goods,
- By instructing the Seller to arrange delivery via a forwarder/carrier.

In the case of self-collection (personal pick-up), the Buyer undertakes to collect the goods placed at their disposal by the Seller on the date specified by the Seller in the notification or on the date resulting from the order confirmation. The release of goods will take place upon presentation of a valid authorization issued by the Buyer to the Seller's warehouse staff.

The Buyer may request the delivery of goods through a carrier. In such cases, the instruction to the shipping company is submitted by the Seller in its own name. The costs of the courier service shall be charged to the Buyer.

In the event that the goods are delivered via a carrier, the Seller and the Buyer mutually agree that the delivery date to the buyer—defined as the transfer of the right to dispose of the goods as owner—shall be the day the goods are handed over to the carrier by the Seller.

Goods must be delivered in accordance with the specifications and breakdowns accompanying the orders. Every delivery must be accompanied by a Goods Issued Note (WZ document). These documents must contain the order number, quantity, unit, and data enabling full traceability of the goods in compliance with legal requirements. Unless additional arrangements are made, the delivered goods must be packed in a manner that protects them from damage and in accordance with established trade practices.

The Seller acknowledges that delivery dates and quantities are of critical importance. Delivery deadlines are considered firm and binding. If the Seller determines that a confirmed delivery date cannot be met for any reason, they must immediately notify the Buyer and state the expected duration of the delay. In the case of partial deliveries, the remaining quantity shall be delivered within the agreed timeframe.

6. PRICES, INVOICES, AND PAYMENTS

Prices for the sold goods shall be specified in current offers and price lists. The established prices are fixed on an Ex-Works basis (latest Incoterms version) and remain unalterable from the moment the order is received.

The original invoice accompanies the delivery unless agreed otherwise in separate contracts. The original invoice may be transmitted to the Buyer in the form of an e-invoice under the conditions proposed by the Seller.

The absence of an invoice at the time of receiving the goods does not exempt the Buyer from the obligation of timely payment.

In the event of outstanding arrears in payments due from the Buyer, the Seller reserves the right to suspend the execution of orders after prior notification to the Buyer. Statutory interest will be charged for late payments.

7. FORCE MAJEURE

Either party may withdraw from fulfilling the provisions of the agreement if a non-fault delay occurs. A non-fault delay is considered to be a delay caused by so-called force majeure, e.g., fire, flood, typhoon, earthquake, epidemics, war, government prohibitions or allocations, restrictions, extraordinary and severe weather phenomena, or delays resulting from similar natural or state-imposed causes. The Seller is obliged to provide comprehensive information regarding the delay upon any inquiry from the Buyer.

8. WARRANTY AND STATUTORY LIABILITY FOR DEFECTS

The Seller undertakes to provide the following documentation free of charge upon the Buyer's request:

- Attestations, quality certificates, and copies of certificates for the sold goods, provided their issuance results from the law applicable in Poland or is accepted due to established industry standards,
- Warranties granted by the manufacturer for goods included in the Seller's product range,
- Other required documentation.

The goods referred to in point a) are covered by a contractual warranty (gwarancja) and statutory liability for defects (rękojmia) under the rules defined in the Polish Civil Code.

The Buyer has the right and obligation to report to the Seller:

- Any quality defects discovered during the warranty/statutory liability period, within 3 days from the date of their disclosure,
- Quantitative discrepancies in the delivered goods that could not be determined at the time of receipt, within 7 days from the moment of delivery.

Complaints shall be submitted to the email address reklamacje@gaus.com.pl, via the website www.gaus.com.pl under the complaints ("reklamacje") tab, or by telephone.

If the Buyer identifies quantitative discrepancies or visible damage to the goods or packaging at the time of receipt, complaints will be considered provided that this fact is reported to the carrier in the bill of lading (waybill) and a complaint report prepared by the Buyer is sent to the Seller.

The baseline for the Seller to accept a complaint for consideration will be the Buyer's complaint report containing a description of the identified defects or irregularities. The report should include:

- The type and quantity of the complained goods,
- The date and number of the delivery document,
- The reason for submitting the complaint (including a detailed description of the defect).

The Seller shall be obliged to investigate the submitted complaint and inform the Buyer of its position in writing within 14 days from the date of receiving the complaint.

If the complaint is accepted, the Seller will remedy the defect or replace the defective product with one free from defects, covering all costs incurred as a result.

The warranty period granted by the Seller shall commence from the date of sale of the goods by the Seller.

9. SETTLEMENT OF DISPUTES

All disputes arising during the course of cooperation, unless otherwise agreed in writing, shall be conclusively resolved before the court having jurisdiction over the registered office of the Seller.

GAUS Components • General Terms and Conditions of Sale (EN)