

General Terms of Sale

Riela Polska sp. z o.o

§ 1 Preliminary provisions

1. General Terms of Sale constitute a model contract described by articles 384 and following of the Civil Code.
2. The term „seller” shall mean company Riela Polska sp. z o.o with headquarters in Kartoszyño ul. Przemysłowa 3, 84-110 Krakowa, registered by Sąd Rejonowy Gdańsk Północ w Gdańsku (Gdańsk-North District Court located in Gdańsk), with share capital equal to 338.000,00 PLN, KRS: 0000116408, REGON: 191939980, NIP: 958-13-29-633.
3. The term „buyer” shall mean any entity entering into a contract with Riela Polska sp. z o.o
4. General Terms of Sale shall be applied to contacts in which Riela Polska sp z o.o performs a sale of goods, performs services or provides any other non-monetary performance.
5. Shall the terms of a given concluded contract differ from the provisions of General Terms of Sale, the provisions of General Terms of Sale shall apply only in a manner that is not contrary to provisions of the concluded contract.
6. By entering into a contract, the buyer accepts the full spectrum of rights and obligations described in General Terms of Sale. The buyer forfeits the use of his own model contract.
7. Parties state that they are entrepreneurs within the meaning of Civil Code. Parties state that the concluded contract is a B2B type contract
8. General Terms of Sale are published on seller’s website (www.riela.pl) in form that allows for storage and processing.

§ 2 Procedure of concluding the contract

1. Any documents and statements made by the seller do not constitute a binding sale offer within the meaning of Polish Civil Code, unless expressly stated to the contrary
2. In case the parties come to an agreement on essential provisions of the contract (such as: price, quantity of goods, deadlines etc.) and the buyer expresses his will to conclude a contract on such terms, such expression shall be deemed as making an offer within the meaning of Polish Civil Code.
3. The contract is concluded the moment the buyer becomes informed of the fact, that the seller has accepted the offer (eg. receiving confirmation of the order). The term „becomes informed” should be especially understood as receiving an e-mail sent by the seller.

§ 3 Seller’s performance

1. Seller’s performance consists of sale of goods or providing services or intra-community supply of goods or export of goods within the meaning of Polish VAT Act. The specific object of performance shall be determined by the parties by following the procedurę described in § 2.
2. In case if seller’s performance consists of the transfer of ownership of the goods to the buyer, the goods shall remain the property of the seller until full payment.
3. All legally required public-law liabilities (VAT Tax in particular and other taxes, fees etc.) are included in price.
4. The seller shall provide the buyer with an invoice, within the meaning of Polish VAT Act.
5. Unless agreed otherwise, the place at which seller’s performance shall be performed shall mean seller’s real estate located in Czymanowo, ul. Energetyków 36, 84-250.
6. In case the parties agreed for a different place of performance than the place described in § 3, section 5, the seller shall be obliged to bear the costs of transportation only if it is specifically expressed in the contract.

§ 4 Buyer’s performance

1. Buyer’s performance consists of paying the full agreed price within an agreed deadline. The buyer is entitled to pay the full price at any time before the end of the deadline.
2. Unless agreed otherwise, paying the price shall mean transferring money to seller’s bank account.
3. The price shall be considered as paid the moment the seller receives the payment in his bank account.

4. The buyer shall not be entitled to deduct the price from his other claims against the seller.
5. Until the price is paid in full, the buyer may not dispose or encumber the goods.
6. Unless agreed otherwise, the buyer is obliged to pay a down payment equal to 20% of total price within 14 days of entering into a contract.
7. The buyer shall collect the object of seller's performance at the agreed time and place.
8. In case it is agreed that the seller is responsible for delivery of the goods, the buyer is obliged to provide conditions that allow him for collection of the goods in the agreed place without causing unnecessary delay.
9. In case it has been agreed that the seller's performance consists of installing or assembling the goods, the buyer is obliged to provide infrastructure that would allow the seller to fulfill his performance (infrastructure such as: enough space to unload and store the goods, access to electricity and water). The buyer is obliged to bear the cost of electricity required for installation or assembly of the goods.
10. In case it is agreed that seller's performance consists of construction works, the buyer is obliged to assure that any construction work taking place on a given real estate is not against the law. In particular, the buyer is obliged to have all legally required permits and rights regarding the real estate.
11. In cases described in § 2 sections 9-10, the buyer is obliged to secure the goods, parts or construction site from theft or damage due to bad weather conditions.

§ 5 Breach of contract

1. Should the buyer default with payment, the buyer shall be liable to pay default interest.
2. The default interest rate is set to 18% per annum.
3. Should the seller delay his performance, the seller shall be liable to pay liquidated damages equal to 0.05% of total price for each commenced day of delay.
4. Each party shall be able to terminate the contract in case the other party's delay in performance exceeds 60 days. In case of termination on grounds described in foregoing sentence, the party in delay shall be liable to pay liquidated damages equal to 20% of total price within 7 days of being able to acknowledge the termination.
5. Each party shall be able to terminate the contract at any time under the condition of paying liquidated damages equal to 20% of total price.
6. Shall the buyer not perform his obligations described in § 4 section 7-10, the buyer shall be liable to pay liquidated damages equal to 0.05% of total price for each commenced day of delay. In case the actual value of damage caused by buyer's infringement is higher than liquidated damages, the seller may demand compensation according to general rules described in articles 471 and following of Polish Civil Code.
7. In case the buyer wasn't obliged to transport the goods and the seller doesn't collect the goods from place described in § 3 section 6 within agreed term, the buyer shall be liable to pay liquidated damages equal to 0.05% of total price for each commenced day of delay. In case the actual value of damage caused by buyer's infringement is higher than liquidated damages, the seller may demand compensation according to general rules described in articles 471 and following of Polish Civil Code
8. The buyer shall be liable for damage arising from negotiating in bad faith.

§ 6 Warranties

1. The seller grants a warranty for the goods for a period of 12 months.
2. The warranty period starts the moment the goods are delivered to the buyer. In case the seller is obliged to carry out the final commissioning, the warranty period starts on the day of commission, but in such a case, the warranty period may not exceed 18 months from the date of delivery of the goods.
3. The seller shall be entitled to choose the mean of executing the warranty from means described in article 577 § 2 of Polish Civil Code.
4. Warranty does not cover defects arising as a result of:
 - a) using the goods not according to their purpose
 - b) buyer repairing the goods on his own
 - c) improper assembly or installation, in case aforementioned services weren't part of the seller's performance
 - d) improperly securing the goods from weather conditions
 - e) normal wear and tear
5. The seller assures that sold goods are new and functional.

§ 7 Limitations of liability

1. No party shall be held liable for delay or damage caused by an act of God.

2. No party shall be held liable for delay or damage caused by actions of public authorities, especially actions undertaken to prevent any epidemics or pandemics.
3. The seller shall not be held liable for damage or delay caused by unlawful actions of any third parties, except subcontractors hired to execute the contract.
4. In case the goods delivered by the seller differ insignificantly from the specification of seller's performance that was agreed in the contract, the buyer shall have no right to refuse to collect the goods, unless they are completely unusable for the purpose of buyer's business operations. In that case, the buyer shall be eligible to demand a discount.

§ 8 Marketing operations

1. The buyer authorises the seller to publish buyer's likeness for marketing purposes and other purposes connected to seller's business operations.
2. The buyer authorises the seller to create and publish photos and video recordings of the goods or items that constituted seller's performance for marketing purposes.
3. The buyer authorises the seller to display the buyer's trademark for marketing purposes.

§ 9 Final provisions

1. The law applicable to the contract shall be the law in force on the territory of the Republic of Poland. Provisions of Civil Code and Act on Counteracting Excessive Delays in Commercial Transactions shall provide matters left unprovided for in the contract or the General Sale Provisions
2. In case the contract has been drafted both in Polish and any other language, only the Polish language is to be treated as authentic and binding. In case different interpretations of the contract arise due to inconsistencies in translation, only the interpretation of Polish text shall be binding.
3. Without other party consent, no party shall be allowed to disclose information regarding the course of negotiations and contract clauses regarding prices, deadlines and discounts.
4. Any disputes arising from this contract shall be adjudicated by court located in Gdynia. The seller shall be granted an option to file a lawsuit in the court having jurisdiction over the place where the seller was required to perform.
5. The United Nations Convention on Contracts for the International Sale of Goods 1980 shall not apply to this contract.
6. Any amendments to this contract shall be void, unless done in written form.
7. The buyer consents to processing of his personal data by the seller and entities, foreign and domestic, who represent the seller in regard to performance of the contract.
8. The seller informs that it has attained status of a Large enterprise according to Act on Counteracting Excessive Delays in Commercial Transactions.