

GENERAL SALES AND DELIVERY CONDITIONS

§1 GENERAL PROVISIONS

1. The General Terms and Conditions of Sale and Delivery specify the rules for concluding sales and delivery contracts for goods offered by:

APJA FECHU Spółka z ograniczoną odpowiedzialnością
holder of NIP number: 547-221-56-73 and REGON number: 384770200,
setaed at ul. Kamińskiego 19, 43-300 Bielsko-Biała, entered in the Register of Entrepreneurs
by the District Court in Bielsko-Biała, VIII Commercial Division of the National Court Register
under KRS number: 0000882027,
with share capital of PLN 1.000.000,
hereinafter called „APJA”.

2. The General Terms of Sale and Delivery, hereinafter also referred to as "GTS", constitute an integral part of all sales and delivery agreements concluded by APJA with other Customers, however, in a situation where the parties have agreed their rights and obligations in the form of a separate written agreement, the provisions of such a written agreement shall apply in the first place, and the provisions of these GTS shall apply only to the extent not regulated in the agreement.
3. The following definitions will have the meaning set out below:
 - a) **Agreement** - shall mean an agreement concluded by APJA with the Customer for the purchase and delivery of goods,
 - b) **Order** - shall be understood as a statement by the Customer or another person designated by the Customer, having written authorization from the Customer, addressed to APJA containing the will to conclude an agreement and indicating the necessary elements of the sales agreement, in particular the characteristics of the goods,
 - c) **Customer or Purchaser** - means an entrepreneur,
 - d) **Customer remaining in permanent business relations** - should be understood as the Customer concluding the second and each subsequent agreement with APJA,
 - e) **Entrepreneur** - An entrepreneur is a natural person, a legal person and an organizational unit without legal personality, to which the Act grants legal capacity, conducting in its own name a business or professional activity,
 - f) **Goods** - shall be understood as movables offered for sale and delivery APJA.
4. GTS are notified to the Buyer, at the latest when placing an order, and are also available on the website <https://apja.eu/warunki-sprzedazy>.
5. If the Buyer has a regular business relationship with APJA, the Buyer's acceptance of the general terms and conditions of sale and delivery for one order shall be deemed to be their acceptance for all other orders and sales and delivery agreements.
6. All General Terms and Conditions applicable to the Buyer shall be excluded in transactions with APJA, where these GTS apply exclusively. These GTS contain all agreements between the parties and replace all prior and current negotiations, commitments and agreements between the parties, both written and oral, with regard to goods referred to in these GTS.

7. GTS are an integral part of all orders, unless otherwise specified in the order. Any reservation, supplementation or change in the terms and conditions of the contract in relation to GTS will be effective only on condition of acceptance by APJA expressed in writing under pain of invalidity.

§ 2. PRICES

1. Prices specified in the price lists (sent by post, e-mail, visible on the website <https://apja.eu/>, sent in an offer, agreement or delivered otherwise) are binding until a new price list is issued.
2. Price lists are expressed in foreign currency (Euro) or in Polish zloty.
3. Orders for goods the price of which is expressed in euros shall be invoiced in euros.
4. Prices of goods offered by APJA do not include Value Added Tax (VAT), unless explicitly stated otherwise.
5. Prices of particular goods are indicated in APJA's offer and are valid on the date indicated by APJA. The indicated prices do not include costs of transport, insurance, customs, import and export charges, unless expressly stated otherwise in the agreement.
6. The delivery base is always specified in the order confirmation. If the parties do not specify the delivery base, it is assumed that the delivery takes place according to the EXW (Ex Work) Bielsko-Biała formula at ul. Franciszka Kamińskiego 19 or in any other place indicated by APJA.
7. Any additional costs that may arise during the execution of the order, such as handling and other fees and taxes applicable during the execution of the order shall be charged to the Buyer, unless the parties have agreed otherwise.
8. The price is determined each time in the confirmation of order acceptance. The Buyer may be obliged to pay a deposit in the amount and on the date specified in the order confirmation.
9. If, in the period between the conclusion of the agreement and the performance of the agreement, the prices of the goods increase significantly, APJA has the right to change the prices to an appropriate extent or to withdraw from the agreement.
10. Discounts, rebates, discounts, allowances, etc. granted by APJA require individual arrangements in writing and are only effectively granted if their content is clear and unquestionable.

§ 3. GOODS DATA

1. The Buyer is obliged to know the technical parameters of the ordered goods; APJA delivers the goods in accordance with the submitted order and is not responsible for their further use by the Buyer.
2. Goods purchased from APJA will correspond to the conditions and technical parameters agreed in the order.

§ 4. CONCLUSION OF AN AGREEMENT

1. Information is provided by APJA in writing (by mail, fax, e-mail) or orally (by phone) each time the Buyer requests it. APJA may withdraw or modify the information at any time, and the Buyer cannot derive any legal claims against APJA on this account.
2. The order is placed by the Buyer in writing (by post, fax, e-mail).

3. The transaction between the parties is carried out based on the order placed by the Buyer. The Order may be addressed to APJA only in writing (by mail or fax) or electronically by sending the Order by e-mail from the Buyer to the address of APJA: info@apja.pl or any other address indicated by APJA, including the e-mail address of an employee or associate of APJA (trader).
4. In the case of goods imported on individual orders of the Customer, the order from the Customer is binding from the moment of written confirmation of the acceptance of such an order by APJA.
5. Before sending an order acceptance confirmation to the Customer, APJA will give the Customer an estimate of the order completion time. In the event that the execution of an individual order turns out to be impossible, the agreement shall be terminated, of which APJA shall notify the Customer, and the advance payment made by the Customer shall be returned within 30 days from the date of termination of the agreement.
6. If the content of the confirmation of order acceptance drawn up by APJA contains discrepancies with the order or technical conditions acceptable to the Buyer, the Buyer is obliged to immediately - at the latest within two working days from the date of receipt of the confirmation of order acceptance - send to APJA written information about discrepancies. In the case of failure to report the inconsistencies within the above mentioned period, the complaints on this account will not be considered by APJA
7. By placing an order, the Buyer is obliged to confirm that the GTS are known to him and that he accepts the provisions contained therein, which constitute an integral part of the agreement.

§ 5. DELIVERY AND DELIVERY TIME

1. The parties agree in the agreement on the date and place of delivery or receipt of goods.
2. The agreed delivery times are for information purposes.
3. If APJA does not deliver the goods to the Purchaser within the agreed period of time as a result of an impediment caused by reasons beyond APJA's control, including, but not limited to, the late delivery of goods by APJA's suppliers, force majeure, unpredictable disturbances in APJA's work - e.g. lack of electricity, transport and customs delays, transport damage, including in particular roadblocks, time limitations in the road traffic of heavy goods transport, shortages of electricity, shortages of materials and raw materials - the delivery period is automatically extended by the duration of such impediment.
4. APJA is obliged to notify the Buyer about the availability of the ordered goods in the warehouse and the Buyer to collect them immediately. In case of the Buyer's delay in collecting the goods, APJA may charge him with the costs of storage subject to other rights to which APJA is entitled. In case when the Buyer decides to use the delivery of Goods by means of APJA's (or its suppliers') means of transport, the following mutual regulations shall apply:
 - a) APJA reserves the right to change the time and date of delivery if the circumstances referred to in § 5 point 3 of GTS occur. In this case the Purchaser is not entitled to make a complaint or other claims for compensation related to the delay of delivery,
 - b) The buyer ensures that the access roads to the place of unloading guarantee the entry and exit of a vehicle with a load on one axle of 10 tons, length of 13,6 meters and height of 4.0 meters. The Buyer is obliged to inform APJA in writing about possible difficulties at the time of placing the order, accepting at the same time possible delays in delivery connected with it,

- c) The delivery date based on the APJA transport is executed with an accuracy of 14 days, to which the Buyer agrees, subject to the provisions of § 5 point 3 of GTS.

§ 6. DELIVERY AND RISK TRANSITION

1. The risk of delivery of the goods shall pass to the Buyer at the time of handover to a person authorized to receive them, including a forwarder or carrier.
2. If at the time of receipt of the goods by the Buyer from the carrier, the Buyer discovers a difference between the goods actually delivered and those specified in the transport documents or damage to the goods, he shall immediately write his objections to the copy of the carrier's waybill or to the specification of the goods. The purpose of these actions is to determine the principles and scope of the carrier's liability, if any.
3. Failure by the Buyer to fulfil the above obligation will mean his resignation from his rights under the guarantee described in §9 GTS in case of damage to the goods.
4. In the absence of detailed arrangements between the parties, the delivery is made according to the standards in force at APJA, with no guarantee as to the selection of the fastest and cheapest way to send the goods.
5. APJA is obliged to secure the goods in a manner appropriate to their characteristics.
6. In case of delivery by APJA, the following provisions apply:
 - a) The buyer shall provide the necessary means for efficient unloading. For unjustified stoppage at the Buyer's premises lasting more than 2 hours, APJA may charge the Buyer with the costs of stoppage,
 - b) APJA reserves the right to change the time and date of delivery, if the circumstances described in § 5 point 3 of GTS occur. In case of the above circumstances the Purchaser will not make any complaints related to delayed delivery.

§ 7. TERMS OF PAYMENT

1. In case of a delay in the payment of an invoice, APJA is entitled to charge interest for the delay in commercial transactions. In case of a delay in the payment of the invoice exceeding 28 days, all existing obligations of the Buyer towards APJA become due from APJA on the date of delivery to the Buyer in writing (this term also includes fax, e-mail), even if their due date has not yet occurred. Moreover, as of the date of delivery of the demand for payment described in the previous sentence to the Buyer, the obligations of APJA towards the Buyer resulting from accepted but not yet completed orders depend on making a prepayment in the amount of 100% of the order value.
2. The date of payment shall be deemed to be the date on which the funds are credited to the APJA bank account.
3. The Customer, after receiving the confirmation of order acceptance from APJA, is obliged to pay an advance payment of 5% of the gross value of the ordered goods within 14 days from the date of receiving the confirmation of order, unless the agreement concluded between the parties provides otherwise. The Customer is obliged to pay the remaining price of the ordered goods at the latest by the date of delivery of the goods or the beginning of delivery, if the delivery is organized by APJA, unless the agreement concluded between the parties provides otherwise.
4. The sales agreement is concluded when the Customer pays the total price for the ordered goods.
5. If the Buyer, having previously ordered the goods, has abandoned its collection, has withdrawn from the order, or has withdrawn from the agreement for reasons attributable to him, or in any other

way ceased to perform the agreement, APJA has the right to charge a contractual penalty of 10% of the gross value of the order.

6. In the case of withdrawal of an order concerning the delivery of goods carried out on the Buyer's individual order, the amount of the contractual penalty is 20% of the gross value of the ordered goods. Any prepayments made by the Buyer concerning this order shall be counted towards the aforementioned contractual penalty.
7. APJA has the right to demand from the Customer compensation in excess of the value of contractual penalties.

§ 8. RESERVATION OF OWNERSHIP RIGHT

1. APJA reserves the ownership of the goods until the total price has been paid, unless the parties separately agree otherwise in writing.
2. The retention of title to goods is comprehensive (basic, extended and prolonged).

§ 9. WARRANTY - TERMS OF COMPLAINT

1. The Purchaser does not have any rights under the warranty for hidden defects of the goods, but only for non-compliance of the goods with the submitted order and/or contract, however, he loses his rights under this limited warranty if he has not inspected the subject of the agreement at the latest within 3 working days from the date of delivery and has not immediately notified APJA in writing of the defects found, i.e. not later than within 7 days from the date of delivery of the subject of the agreement.
2. Complaints may be lodged by the Buyer within 3 days of their detection, but not later than within 1 year from the date of delivery. When considering complaints, their legitimacy is assessed taking into account the applicable technical standards.
3. Disputed goods should be available in an unchanged form at APJA's disposal for the entire duration of the complaint, until the complaint is completed, i.e. APJA sends a statement of acceptance of the complaint or refusal to accept it.
4. APJA is released from any liability under warranty if the Buyer knew of the defect at the time of concluding the agreement, placing an order, presenting him with an offer, delivering a shipping document, as well as in other cases specified in applicable laws.
5. In case the complaint is justified, APJA undertakes to remove the inconsistency, not later than within 6 months from the date the complaint is accepted. However, if the discrepancies cannot be removed, APJA may reduce the purchase price of the goods by the value of these discrepancies with and without the Buyer's consent.
6. The Purchaser who, as a result of the non-conformity of the goods, demands removal of the defect, cannot send the products back to APJA without its prior written consent.
7. The liability of APJA for damages resulting from the existence of defects, in case of exercising the warranty rights, towards the Buyer is excluded on the basis of Article 558 of the Civil Code.
8. The Buyer's complaint does not entitle him to withhold payments for the completed delivery.
9. In the case of defects and faults in the goods, the Buyer is only entitled to the guarantee provided by the manufacturer of the goods and under the rules established by him, for which APJA does not bear any responsibility.

§ 10. FORCE MAJEURE

1. The parties shall not be liable for non-performance or delay in performance of the agreement resulting from the occurrence of force majeure. In this case, the terms and conditions of sale and delivery shall be amended if it proves necessary due to the effects of force majeure..
2. The notion of force majeure covers natural events or actions by governments in power or by others that cannot be foreseen or controlled in any way, such as hurricanes, floods, fires, laws, regulations, acts, wars, riots, acts of sabotage, terrorist acts, invasions, sanitary restrictions, embargoes, epidemics, lockouts, etc.
3. A party who is unable to fulfil its contractual obligations as a result of force majeure circumstances should notify the other party in writing of its inability to fulfil the terms of the agreement.

§ 11 PERSONAL DATA PROTECTION

1. APJA, in order to comply with the standards contained in Article 13(1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ('TYPE') informs that:
 - 1) the administrator of personal data is APJA FECHU Spółka z ograniczoną odpowiedzialnością, with its registered office at ul. Franciszka Kamińskiego 19, 43-300 Bielsko-Biała, NIP: PL5472215673, REGON: 384770200, KRS: 812027, Share capital: 1 000 000 PLN;
 - 2) personal data will be processed for the purpose of the proper implementation of the Agreement and on the basis of a legitimate interest (such as ensuring contact between the parties to the Agreement, establishing, investigating or defending against claims, data filing, accounting, direct marketing), i.e. pursuant to Article 6(1)(b), (c) and (f) of the GDPR;
 - 3) the recipients of personal data will be:
 - service providers supplying the Administrator with technical and organisational solutions enabling the management of the Administrator's organisation (in particular courier and mail companies, IT service providers);
 - providers of legal and advisory services and assisting the Administrator in pursuing claims;
 - other entities providing services to the Administrator or entities to which the Administrator has entrusted data processing under a separate entrustment agreement;
 - 4) personal data will be kept for the period necessary to perform the agreement, and after its termination or expiration, for the period of limitation of claims, in accordance with the applicable laws;
 - 5) the Customer has the right of access to the content of his data and the right to correct, delete, transfer, limit the processing as well as the right to lodge objections;
 - 6) in the case of data processing based on consent, the Customer has the right to revoke consent at any time without affecting the lawfulness of the processing carried out on the basis of consent before its revocation;
 - 7) the Customer has the right to lodge a complaint with the UODO President when he concludes that the processing of personal data concerning the Customer violates the provisions on personal data protection;

- 8) providing personal data is a contractual condition. Providing them is necessary to achieve the intended purpose.
 - 9) the source of the data is the agreement and direct actions taken by the Customer.
 - 10) In order to exercise his rights or raise the issue of personal data protection, the Customer is entitled to contact the Administrator by mail to the address of the Administrator's registered office: ul. Franciszka Kamińskiego 19, 43-300 Bielsko-Biała, or by direct communication to: T: (+48) 668 919 015, E: info@apja.eu.
2. In relation to the Agreement concluded with a Customer who is an Entrepreneur other than a natural person running a sole proprietorship, APJA, striving to meet the standards contained in Article 14(1) and (2) of the GDPR, obliges the Customer, and the Customer accepts and undertakes to fulfil this obligation at the latest when the personal data of its employees, contractors, contractors or other persons cooperating with the Customer and acting on behalf of the Customer are made available to APJA, to inform the above persons about the processing of personal data by APJA, in accordance with the information clause indicated in paragraph 1 above.
 3. Additional information on the processing of personal data by APJA is available under the Privacy Policy at: <http://apja.eu>.

§ 12 FINAL PROVISIONS

1. Legal relations between APJA and the Buyer are governed exclusively by Polish law. The place of fulfilment of all obligations resulting from these regulations is the seat of APJA.
2. In relation to any disputes that may arise directly or indirectly from these regulations, the territorial jurisdiction shall be that of the Polish court relevant for the seat of APJA.
3. The parties exclude any assignment of rights arising from contracts concluded with APJA or orders placed with respect to third parties without written consent of APJA.
4. In the event that any provision of the contract or these GTS or any part thereof is found to be invalid or ineffective, the remaining provisions or the remaining scope of such provision shall remain in force.
5. A provision which has been found to be invalid or ineffective shall be deemed to be replaced by a provision with such content as will make it possible to achieve to the greatest extent possible for the parties the objective pursued by the provision being replaced.
6. In matters not regulated by the provisions of these GTS, Polish law shall apply accordingly.