

# General terms and conditions of "MILAREX" Spółka z o.o. with registered office in Słupsk (valid from 01.01.2022)

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## §1. Preliminary provisions

1. These General Terms and Conditions ("GTC") shall apply to contracts for the sale of goods concluded by "Milarex" Spółka z ograniczoną odpowiedzialnością with its registered office in Słupsk, ul. Grottgera 15, 76-200 Słupsk, registered in the Register of Entrepreneurs kept by the District Court for Gdańsk-Północ in Gdańsk, 8th Commercial Division of the National Court Register under KRS number: 0000209848, Tax Identification Number (NIP) 8392756807, Regon (statistical number) 771483688 ("MILAREX") with other entities that conclude these contract exclusively for the purpose directly related to their business activity ("the Buyer"), under which goods are delivered to its destination, with the provision that GTC do not apply to the sale of goods to consumers.
2. These GTC apply for all contracts which have been concluded during GTC' period of validity.
3. An order placed by the Buyer or signing of a contract means acceptance and approval of the GTC without reservations.
4. Any deviation from these GTC requires the written consent of MILAREX, or otherwise it shall be null and void and the GTC will apply.

## §2. Conclusion of contracts for the sale of goods

1. A contract of sale shall be concluded by placement of an order by the Buyer and its acceptance by MILAREX, in the manner indicated in §2 sec. 2 to 3 below OR by the signing of a contract of sale document between MILAREX and the Buyer.
2. The Buyer places an order with MILAREX in writing or e-mail. The order should specify at least the type and quantity of the ordered goods, their expected delivery date and chosen Incoterms 2020 rule. The order is assumed to be placed and signed by a person authorised to place orders on behalf of the Buyer.
3. To be valid, each order must be confirmed by MILAREX in writing or e-mail with confirmation of receipt of all the conditions indicated in the order, in particular the price and delivery date of goods.
4. The Buyer has the right to modify the order without indicating the reason, until the order is confirmed by MILAREX.
5. MILAREX has the right to change agreed delivery date and other terms and conditions of sale, due to a force majeure (which includes, among others, situations caused by pandemic: overcrowded ports, shortage of available containers; other extraordinary situations: weather conditions (storm), failure of machines both in the production and delivery process, delays at MILAREX's subcontractors, delay in the delivery of the raw material).The Buyer shall be informed without undue delay of any such change.

6. If the packaging of the goods or other items are to be made in accordance with the basis of designs, drawings, models or patterns provided by the Buyer, the Buyer shall be liable for infringement of industrial property rights or copyrights by goods produced or delivered in accordance with its instructions.

### **§3. Responsibilities of the Parties**

1. Subject to express and written arrangements between the Parties, rules expressed in Incoterms 2020 shall apply.

### **§4. Prices and payment conditions**

1. Prices do not include VAT. VAT is charged additionally, in the amount resulting from the relevant regulations on the day the tax obligation arises.
2. MILAREX is entitled to issue a VAT invoice on the same day when the goods are leaving the factory by any means of transportation.
3. The payment deadline is 14 days from the date of receipt of the VAT invoice, unless otherwise agreed.
4. The payment shall be made through a bank transfer to MILAREX's bank account indicated on the VAT invoice. The costs of banking transactions shall be borne by the Buyer in full.
5. The moment of payment is considered to be the receipt of cash in MILAREX bank account. In the case of the Buyer's delay in payment, statutory default interest in commercial transactions shall be charged from the due date.

### **§5. Complaint procedure**

1. The Buyer accepts the goods in terms of quantity immediately after delivery, checking their compliance with applicable standards and sales documents.
2. The Buyer must submit a quantitative complaint to MILAREX within **10** working days from the date of receipt of goods from the port of destination. If accepted, MILAREX will correct the invoice for quantitative deviations.
3. The Buyer shall be obliged to make a **qualitative** acceptance immediately after receipt of the goods from the port of destination, Complaints lodged after the deadlines referred to in §5 sec. 2 and 3 will not be considered by MILAREX.
4. The Buyer shall be obliged to notify MILAREX in writing, by e-mail, of any deficiencies and defects in the goods and send a complaint to MILAREX within the time limits specified in §5 sec. 2 or 3 above under pain of loss of the Buyer's rights related to defects in the goods.
5. A complaint concerning defects in the goods shall contain at least: a precise description of the defect in the goods or packaging; a temperature printout from the moment of loading to the place of storage, unless a packaging defect is subject to a compliant; the goods inspection report; photographic documentation and freight documents. The photographic documentation attached to the notification of a complaint should be made in such a way as to identify the defect in the goods or the packaging and to identify the goods, in particular the batch number.

### **§6. Liability**

1. MILAREX's tort and contractual liability towards the Buyer shall be limited in such a way that this liability does not include the right to claim for the reimbursement of lost profits.
2. MILAREX's liability towards the Buyer is limited to the value of the goods purchased by the Buyer.

3. MILAREX shall not be held liable for damages resulting from the Buyer's failure to obtain any legally required permits or other documents.
4. MILAREX shall be liable for defects in the quality of the goods, which are discovered during the shelf life of the goods, as defined in the relevant standards.
5. If the item sold has a defect for which MILAREX is liable, MILAREX shall be obliged, at its discretion, either to rectify the defect at its expense, or to deliver defect-free goods.

## **§7. Confidentiality clause**

1. The Buyer shall treat all confidential and/or proprietary information obtained from MILAREX or created or obtained by either party in connection with the performance of the contract on sale of the goods (all such information and data shall hereinafter collectively be referred to as the "Information") as confidential and the exclusive property of MILAREX. The Buyer will use any Information for the sole purpose of execution of the sales contract. The Buyer shall not disclose the Information to any other person without the prior written consent of MILAREX. Such data shall not be considered as Information where the Buyer is able to prove that: a) they were in its possession before the date of their first disclosure by MILAREX and are not subject to the obligation of confidentiality in respect to MILAREX, or b) are or will become public without MILAREX or any of their employees or representatives, or c) have been legally provided to the Buyer by a third party without any the Buyer's obligation to maintain confidentiality, or d) applicable laws require their disclosure, but only to the extent that they comply with the conditions and procedures provided for therein.
2. If the Buyer, as required by law, judicial or administrative decision, is obliged to disclose any Information, it shall immediately notify MILAREX.

## **§8. Final provisions**

1. For the purposes of this GTC, where it refers to a written form, or e-mail, it is understood to mean dispatch of information or statements by the Buyer to the following address and numbers:
  - a) postal address: "Milarex" Spółka z o.o. ul. Braci Staniuków 36, 76-200 Słupsk;
  - b) e-mail address: export@milarex.com.
2. The Buyer may not assign the rights under the contract on sale of goods to third parties without the prior written consent of MILAREX.
3. MILAREX is the controller of personal data provided by the Buyer in connection with the conclusion and performance of a contract of sale of goods or services by MILAREX and processes these data in accordance with *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 (GDPR)*.
4. To the extent not regulated by the GTC, the provisions of the Civil Code and other laws or legal acts in force on the territory of the Republic of Poland shall apply. United Nations Convention on Contracts for the International Sale of Goods shall not apply.
5. In the event of any disputes concerning contracts of sale performed under the GTC, the court having material jurisdiction over the registered office of MILAREX shall be competent to solve them.