

General Terms and Conditions of Sale

§1 General

1. **General Terms and Conditions of Sale** (abbreviated as "**GTCS**") have been based on Art. 384 and acts of April 23, 1964. Civil Code (consolidated text: Journal of Laws of 2018, item 1025, as amended).
2. **General Terms and Conditions of Sale** define the terms of concluding contracts for the sale and delivery of products, by Graso Zenon Sobiecki, Production plant in Owidz, hereinafter referred to as the "**Seller**" both in domestic and foreign trade.
3. **General Terms and Conditions of Sale**, hereinafter also referred to as "**GTCS**", are an integral part of all sales and delivery contracts, they define the mutual relations between the **Seller** and the **Buyer**. Derogation from the application of these GCS requires a written form, otherwise it is null and void. In case of discrepancies between the terms approved in contract and these in **GTCS**, the conditions accepted by the parties in the contract apply.
4. **GTCS** must be presented to the **Buyer's** acknowledge the latest at the time of placing the order. **GTCS** are also available on www.grasobiotech.pl. In case of constant commercial relations between parties, acceptance of the **GTCS** by the **Buyer** at the first order is considered for all other trades contracts until any changes in content of **GTCS** or until further notice.

§2 Prices, offers and orders

1. The entity placing the order may only be a business providing services in the field of laboratory diagnostics, a business in the food, pharmaceutical, cosmetics, universities, and scientific industries. Products sold by the **Seller** are for professional use only.
2. The order is valid only if accepted in writing by the **Seller** or the **Seller** delivers the products. The order should be placed by form on website. In specific cases an order may be placed by other measures.
3. The order must contain the exact address of the recipient, the exact address and name of the payer, the payer's tax identification number, the number of the offer / contract, full catalogue of numbers, names and quantity of the ordered products.
4. In case of payment by bank transfer, the buyer must deliver with first order: copies of founding documents, tax identification.
5. Placing an order obliges the **Buyer** to pay for delivered products.
6. The **Seller** reserves the right to stop the realisation of the order in the case of when the **Buyer's** situation indicates a risk of insolvency or in the case of unavailability of the product.

7. In the case of foreign sales, the product price is converted into foreign currency according to the average exchange rate of the Polish National Bank on the issue date of the commercial invoice.
8. Catalogue prices of products are subject to change without notice if the arrangements or the contract do not constitute otherwise.
9. The prices specified in offers for buyers are valid only until the offer expires.
10. In the case of a statutory change of VAT rate, the gross unit price of the product will change.

§3 Delivery

1. The delivery time is counted from the moment of placing the order by the Buyer, in the case of additional issues regarding realisation of order, it may be elongated.
2. Products in the territory of Poland regarding standard dimensions: maximum length 740 mm, width 460 mm, height 455 mm, weight up to 30 kg - may be delivered to the buyer in the following two ways:
 - shipping after bank transfer, shipping costs 20.00 PLN net, orders over 500 PLN net shipping is free
 - parcel cash on delivery, shipping cost 32.00 PLN net - applies to orders not exceeding 500.00 PLN net, over 500 PLN, shipping is 12.00 PLN net.
3. In the case of any damages to the package during shipping, the Buyer is obligated to fill the Damage Report in the presence of a representative of the carrier, and send the copy of Damage Report to the Seller. This document is the basis for recognition of the complaint.
4. The seller undertakes to immediately send goods available on stock. In case of temporary unavailability of some products, the Buyer agrees to divide the order into two deliveries.
5. The delivery period is extended in case of i.e. untimely delivery by suppliers, fortuitous events, transport and customs delays, transport damages, including roadblocks, time constraints in road haulage traffic, shortage of electricity, shortages raw materials, etc. Failure to meet the deadline for delivery by the Seller due to the above reasons cannot be the basis for a complaint.
6. The costs of shipping of non-standard products and foreign shipments, as well as other additional services, are determined individually during placement of the order. All other costs that may occur during the order realisation, fees and taxes in force at the time the order is processed, shall be charged to the Buyer, unless the parties have agreed otherwise.

§4 Payment

1. Payment for the order should take place without deduction immediately after receiving the invoice or according to the agreed payment terms. The term in each case is determined in days and starts from the date of the invoice issue.
2. In the case of non-compliance by the Buyer with respect to the payment obligations to the seller, the Seller reserves the right to:
 - stop further deliveries until payment is made
 - suspend all orders without notice
 - request immediate payment.
3. Submitting a complaint does not entitle the Buyer to withhold payment for the order.
4. The Seller reserves that in the case of late payments and unpaid interest or exceeding the credit limits by the Buyer and other action to the detriment of the Seller, the execution of subsequent orders is suspended until the delayed payments are made.
5. In the case of a delay in payment, the Seller has the right, without additional requests, to charge interest for the delay in commercial transactions in the statutory amount. Interest shall be accrued from the day following the expiry of the payment deadline.
6. In the event of late payment, the Seller, apart from receiving the principal amount together with interest, is entitled to reimbursement of all costs related to debt recovery, court costs, enforcement costs and legal representation.
7. The Buyer is not entitled to submit a statement of deduction to the Seller.
8. In the case of Buyers without financial security against the Seller or Buyers considered by the Seller as difficult, who in the last 6 months have exceeded the payment deadline by 7 days. The realignment of the order requires prepayment in the amount determined by the Seller.
9. The Buyer undertakes to immediately notify the Seller in writing of any change to its registered office or place of residence and the address for correspondence (including e-mail address and fax number, if given to the Seller). Lack of notification means that deliveries are made to the addresses indicated in the order or in signed contracts or other commercial agreements are considered to be correct.

§5 Complaints

1. All complaints including quantitative, qualitative and resulting from wrong packaging or damage due to transport should be reported to the Seller immediately after receiving the products, no later than within 7 days from the delivery, only in writing: by e-mail or fax on downloaded compliant from.
2. Quality complaints regarding incorrect product parameters apply only to the product whose packaging has not been infringed.
3. Failure to submit a complaint on time causes loss of the right to complain and claims resulting from the warranty.

4. Damage due to transport should be reported by the Buyer by filling the Damage Report during the receipt of the consignment in the presence of a representative of the carrier, copy of the Report should be send by fax or e-mail to the Seller. This document is the basis for accepting the complaint.
5. In case when the complaint is accepted, the Seller exchanges the products for a new one, free of defects or agrees with the buyer correction of the commercial invoice, in the manner of appropriate reduction of the value of the sold products in relation to the products free from defects.
6. The Seller is not responsible for defects caused by improper use or storage of products
7. The complaint does not apply if the Buyer or a third party used the product contrary to the technical specification.
8. Complaints are processed from 2 to 21 days (time of processing may be extended if additional tests in Quality Control Laboratory are necessary).
9. The seller does not accept returns of products delivered in accordance with the placed order.
10. Unless otherwise specified in writing, the risk of accidental destruction or loss of the delivered products rests with the Seller, this includes the transport realised by the carrier at the request of the Seller.
11. In the case of absence of detailed arrangements, which should be included in the Buyer's order or contract, delivery takes place at the discretion of the Seller, without a guarantee of the fastest and cheapest way of shipping the order.

§ 6 Responsibility

1. The Seller's liability for unrealised or improper fulfilment of the arrangement covers only the actual losses of Buyer, does not include lost benefits of the Buyer.
2. The Seller shall not be liable for the lack of realisation or improper fulfilment of the Contract, including the delay mentioned in the point above, if the reason of disturbances are unexpected random events.
3. "Random event" refers to all circumstances that stops or delay realisation of the contract by the Seller, or make realisation incommensurately costly compared to the value of undelivered products, due to:
 - strike;
 - lack or occurrence of delays in deliveries: products, raw materials, materials and services necessary to fulfil the Contract;
 - war, rebellion;
 - natural disaster;
 - disruptions in transport.

§ 7 Confidentiality

1. All information regarding the Seller's activity, that is not intended for the public knowledge, as well as GTCS and the Contracts, are confidential. They constitute the trade secret within the meaning of art. 11 of the Act of 16 April 1993 on Combating Unfair Competition (Journal of Laws No. 47, item 211, as amended).
2. The parties agree that they will not disclose confidential information to third parties or use it for purposes other than fulfilment of contractual obligations. The buyer agrees to maintain trade secrets.
3. If the Buyer is obliged by the mandatory provisions of the law to disclose any trade secrets of the Seller, in the case of disclose, the Buyer is obligated to notify the Seller and cooperate with him in order to minimize the negative consequences.
4. The Buyer cannot use the Seller's name, trademarks, trade names, or refer to economic relations with the Seller without approval in writing.

§ 8 Final Provisions

1. This GTCS is effective from January 1, 2019.
2. These GTCS do not apply to sales agreements (including framework agreements) concluded before the date indicated in point above.
3. The Parties agree that changes implemented in GTCS do not require an annex or additional notification of the Buyer, and comes into force at the time of publication on website of the Seller.
4. Legal relations between the buyer and the seller are governed exclusively by Polish law.
5. In the case of GTCS or contract clause is found to be void, unlawful or inapplicable for any reason, the remaining GTCS or contract provisions remain binding. The document should be than interpreted without the clause considered invalid / inapplicable. These clauses will be replaced by the relevant Polish civil law, corresponding to the nature and purpose of these clauses.
6. If the range of inapplicability of clause mentioned in the point above will prevent the contract from being executed, the Seller and the Buyer undertake to immediately start negotiations in order to replace the clause found to be void with a proper provision, to fulfil at the greatest extent possible, finding a replacing clause.
7. The Seller and the Buyer will seek a consensual solution of any disputes occurring during the implementation of contracts and realisation of orders covered by GTCS. This clause is not an arbitration agreement, such consent requires additional individual agreement in writing. In the case of inability to consensual resolving of the case, all disputes arising from the legal relations to which GTCS applies directly or indirectly shall be conducted by the courts suitable for the location of the Seller.

8. The Buyer is not allowed to assign the rights resulting from the contract concluded or order placed with the Seller against third parties without the written consent of the Seller, under pain of nullity.
9. By accepting GTCS, the Buyer agrees to the processing of his personal data by the Seller and entities acting on his behalf at home and abroad, for implementation of contracts, for the sale of products and services offered by the Seller. The Buyer has all rights resulting from the provisions of REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) 2016/679 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), Buyer has full rights to inspect his own data and correct them.
10. The full information of obligation of the Administrator of personal data is available at <https://www.graso.com.pl/polityka-prywatnosci/>.
11. Matters not covered by GTCS, Civil Code and the Act of 12 June 2003 on payment dates in commercial transactions (Journal of Laws No. 139 item 1323) shall apply accordingly.