

**§ 1.  
Definitions**

1. „TCS” shall refer to the terms and conditions of sale of Niemann Polska Sp. z o.o.
2. „Seller” shall refer to Niemann Polska Sp. z o.o. ul. Spacerowa 16, 83-010 Rekcin, KRS: 0000326672, NIP: 5842667434.
3. „Goods” shall refer to the products offered by the seller on the basis of a commercial offer, which are to be delivered to the Buyer by the Seller in accordance with the provisions of TCS.
4. „Manufacturer” shall refer to the producer of goods offered by the Seller.
5. „Buyer” shall refer to the entity or person(s) who purchase(s) goods from the seller..
6. „Contract” shall refer to the contract for sale of goods.
7. „Order” shall refer to an order placed by or on behalf of the Buyer and intended for the Seller.
8. „Confirmation” shall refer to confirmation of an order for execution by the Seller.
9. „Price List” shall refer to the list of Goods offered by the Seller together with their unit prices.
10. „Written form” includes both email and fax.
11. „Parties” shall refer to either the Seller or Buyer.

**§ 2.  
General Rules**

1. Terms and Conditions of Sale (TCS) define the rules and manner of conducting sales agreements for goods offered by the Seller, executed on the basis of an order.
2. These TCS constitute an integral part of all sales agreements conducted by the Seller, all offers presented by the Seller, as well as acceptance and confirmation of all orders made by the Buyer and other agreements. The Buyer is bound by the most current TCS as of the date of the sales agreement or the date of order confirmation.
3. When placing an order, the Buyer accepts the provisions of the TCS.
4. Any deviations from the provisions of these OWS shall require, under penalty of invalidation, consent of all relevant parties, expressed in writing.
5. Catalogues, folders, price lists, advertising and commercial materials regarding the goods offered by the Seller do not constitute an offer within the meaning of the Civil Code, but only an invitation to negotiation.

**§ 3.  
Commencing Sales Contract**

1. In the terms and conditions specified in the TCS, the Seller commits to issuing the goods to the Buyer and the Buyer commits to collecting and paying for the goods within the agreed time period.
2. Submission of and changes to orders may only be made in written form under penalty of invalidation. Verbal agreements shall be valid only if confirmed in writing.
3. The Order should be signed by an authorized individual or one who holds power of attorney to represent and incur obligations on behalf of the Buyer and must specify:
  - a) Buyer’s exact name/personal information and the registered office/address of business
  - b) PESEL/KRS/NIP
  - c) Type and quantity of ordered goods – detailed description of requested products,
  - d) Authorized individual or one with power of attorney of the Buyer to represent during the course of all matters relating to the execution of the sales contract
  - e) Price, form and date of payment agreed upon with the Seller, in the case they have been determined prior to the issuing of the written offer of the Seller
4. The date of submission of the order shall be recognized as the date of receipt of registered mail, of e-mail, or of fax by the Seller.
5. The Order is not binding for the Seller until the statement of its acceptance is expressed by explicit order confirmation. In the absence of order confirmation, it shall be assumed that the order has not been accepted by the Seller. Order confirmation shall be sent by e-mail or fax followed by an original copy sent to the Buyer by registered mail. In the Confirmation, the Seller shall indicate the date and location of the release of goods, as well as the date and method of payment.
6. The sales contract comes into effect immediately upon the Seller sending a written confirmation of the order to the Buyer.
7. The Seller may refuse confirmation or cancel execution of an already confirmed order in any instance specified in the TCS.
8. Any additional provisions, introduced by the Buyer and going beyond the scope of the Seller's offer, shall be deemed non-binding.

#### **§ 4.**

#### **Price and Payment**

1. The price of Goods is determined individually on the basis of the updated price list or of a separate written proposal submitted by the Seller and accepted, in written form, by the Buyer. The price list does not constitute an offer within the meaning of the Civil Code.
2. Discounts or price reductions may take place only under a written agreement involving both parties. Discounts or reductions can be implemented permanently or on a one-off basis for a specific Order.
3. Previously agreed upon prices, between the Buyer and Seller, shall not apply to one-off orders which exceed the standard quantities of goods previously requested by the Buyer.
4. All given prices are net prices and Seller shall add VAT at the rate applicable on the date of delivery. Prices are determined on the basis of EX WORKS (Incoterms 2010).
5. In the case of deliveries lasting more than one month, the parties shall determine an appropriate price change in the event of a significant increase in the price of raw materials, wages, or a significant change in other circumstances having an impact on costs.
6. The Seller reserves the right to change sale prices of Goods, particularly those indicated in the price lists. The Seller shall inform the Buyer about the change in prices by updating the Price List on the website, or by correcting prices of specific indicated Goods presented in an offer. In the event of price changes applied by the Seller in the period between placement of the Order and delivery of the Goods, the price at the date of delivery shall apply, unless the Parties have agreed otherwise in writing
7. Payment for the Goods, that constitute an Order, should be made, in full, within the time limit specified in the invoice issued by the Seller. If the payment date has not been specified in the invoice, the Buyer is obliged to make the payment within 30 days of its issuance. The Seller is authorized to require an advance on payment or a full prepayment for the goods in order to fulfil the order.
8. The Buyer authorizes the Seller to issue invoices without requiring their signature.
9. The price is established on the basis of the PLN/EUR exchange rate as of the date of the invoice. The Seller is entitled to update the price to the exchange rate valid on the day of payment if the Buyer delays with their payment. In such an event, the Seller will issue an appropriate corrective invoice.
10. Invoices will be issued by the Seller, at the latest, on the date of pickup and shall be issued to the Buyer together with Goods.
11. If the Seller is entitled to several debts owed by the Buyer, the Seller shall have the right to choose which of these debts to credit with a payment.
12. Any delay in payment for an Order shall entitle the Seller to charge statutory interest for each day of delay and interest in accordance with the Act of March 8th, 2013 concerning payment terms in commercial transactions. In such a case, the Buyer shall have all discounts annulled and all existing obligations of the Buyer are immediately required to be fulfilled. The Seller also is entitled to change the terms of delivery with regard to transport costs. The Seller shall also be entitled to immediately suspend execution of any additional Orders, including refusal of order confirmation or suspension of an already confirmed Order, until payment of the entire outstanding amount due, together with all interest. The Seller may also demand that the Buyer provide appropriate insurance on Orders whose payment date has not yet arrived. The exercise of rights provided for in this section does not provide grounds for any claims made by the Buyer.
13. In addition to the rights referred to in the above point, a delay in payment for Goods, which exceeds fourteen days from the agreed payment date, shall entitle the Seller to terminate the Contract without providing an alternate period to the Buyer. In such a situation, the Buyer shall be obliged to promptly return the Goods to the Seller, at their own expense, and shall not be entitled to any compensation.
14. If, after signing a sales Contract, there are justified doubts as to the Buyer's solvency or creditworthiness, all of the Buyer's obligations shall become immediately due and the Seller shall be entitled to immediately suspend any further Orders, including refusal of confirmation or suspension of execution of an already confirmed order, until the entire outstanding amount due, together with all interest, has been paid. The Seller may also demand that the Buyer provide adequate insurance for the Orders whose payment date has not yet arrived.
15. In the case of failure to comply with the demand for payment or provision of insurance described in the above paragraphs, the Seller may withdraw from the contract within 7 working days from the date of notice to the Buyer, without providing compensation to the Buyer.

#### **§5.**

#### **Delivery**

1. The Seller makes the Goods available to the Buyer at its warehouses or partner locations specified on the website [www.niemannpolska.pl](http://www.niemannpolska.pl) in accordance with the conditions in the confirmation.
2. Delivery dates provided in the Seller's offer and Order confirmation are generally non-binding, unless confirmed in writing.
3. The Parties shall allow for partial deliveries.

4. The Seller may deliver 10% less or more of the Goods than specified in the confirmation, which shall result in a corresponding change in the final price. The invoice issued by the Seller will include the quantity of the Goods actually delivered and their value.
5. In the case of lack of ability to deliver the Goods, by the Seller due to reasons beyond his control, the Seller shall propose a new date of delivery. The Buyer shall not be entitled to compensation in this instance, unless the delay in delivery is due to a genuine fault of the Seller.
6. The Buyer organizes and covers costs of loading the Goods into transport vehicles and covers all other costs associated with transport.
7. The period of issuing Goods shall be considered the moment the Goods are made available for loading to the Buyer.
8. The location at which the Seller conducts services, and therefore the delivery location of the Goods is the place where the Goods are made available to the Buyer.
9. The Buyer is obliged to collect the Goods at the place and date set in the confirmation. In the event of failure by the Buyer to adhere to the above obligation, the Buyer is obliged to pay for storage of the Goods at rates applicable to the location from where the Goods were to be collected.
10. Any additional time limits for making outstanding payments, included in reminders or calls for payment, shall not constitute an extension of payment deadlines.
11. In the case of delayed delivery, The Seller shall be entitled to extend the delivery deadline by two weeks and deliver the Goods within this period.
12. In the case of "delivery by request" the Buyer agrees to collect the Goods within 28 days of their date of production. After this date, the Goods will be automatically delivered at the Buyer's expense. In case of refusal to accept the delivery, the Buyer will be charged for storage costs.
13. The parties take full responsibility for the actions of third parties which are used to fulfill the order, as if they were their own actions.
14. In order to take necessary precautions, Any kind of return requires prior notification and prior written consent of the Seller. If there are no warranty obligations on the part of the Seller, the costs and risks of shipping shall be borne by the Buyer. The burden of proof for the warranty claim rests with the Buyer.

**§ 6.  
Risk and Ownership**

1. The risk of loss or damage of Goods as well as the risk of damage caused by the Goods shall be transferred to the Buyer upon accepting delivery.
2. Ownership of the Goods passes to the Buyer only upon payment of the final price in full, together with other amounts that may be due under the agreed-upon Contract.
3. Any processing or combination of Goods belonging to the Seller with other products shall result in co-ownership between the Parties on such items in a proportionate relationship between the price of the Seller's Goods and the price of the other products. The right of co-ownership, in this case, continues until the Buyer has paid the purchase price in full.
4. The Seller shall be entitled to improve the Goods in their possession, without separate compensation to the Buyer.
5. The Seller shall be entitled to repossess Goods in their possession, at the expense of the Buyer, in the event of a delay in payment for the Goods or when, after the contract comes into effect, there are reasonable doubts concerning solvency or credit worthiness of the Buyer.

**§ 7.  
Liability**

1. The Seller's liability for defective goods only covers Goods accepted by the Seller.
2. The Buyer is obliged to acknowledge delivery of the products by stamping the shipping manifest or other delivery document; the individual accepting the products must provide a legible signature and indicate the date of acceptance of the delivery. Any quantity shortages and defects of the Goods should be indicated on the manifest in the quality report form, and then, on the day of collection, the Seller should be notified, in writing, under penalty of invalidation. In the notification, the Buyer is obliged to specify all shortages and defects referring to the Order number, under penalty of losing the right to refer to them at a later time, except for defects referred to in sec. 3.
3. Hidden defects (defects that could not be detected by way of diligent inspection on the date of collection) must be notified to the Seller, in writing under, penalty of invalidity, within 3 days of discovery of the defects, but no later than within one year from the date of delivery of the Goods.
4. The Seller shall not be liable for shortages in quantity or damage to goods resulting from improper transportation, unloading, installation, improper use or storage of goods and ordinary wear and tear or improper maintenance by the Buyer or the transporting service.

5. The Parties exclude the Seller from liability for damage, except for damage caused by the intentional fault or gross negligence of the Seller. The maximum liability for direct damage is limited to the value of the order/contract. In no case shall the Seller be liable for indirect or direct damages or for any expenses of the Buyer.
6. The Goods should be used and maintained in accordance with their intended use and operation requirements. In particular, the product should be installed in the place indicated in the Contract / Order. Any deviation from this may result in loss of right to claims.
7. Complaints concerning quantity or defects of Goods shall be considered by the Seller within the period no longer than twenty one days from the date of receipt of the letter specifying incorrect quantity of the Goods or their defects. The Seller reserves the right to extend the time limit for complaint handling if its investigation will not be possible within the indicated time limit for reasons beyond the Seller's control, particularly when fault lies with a producer.
8. The case of quantity shortages and damage in transit must be confirmed by the Buyer and the transport service, and in the case of quality defects - the confirmation of the Buyer and his quality control department. The complaint shall be effective only if the Buyer, after conducting sample tests, retains the tested material and unprocessed Goods for inspection and evaluation by the Seller.
9. If the Seller recognizes the legitimacy of irregularities raised by the Buyer concerning the quantity of Goods, they shall supplement the missing quantity within the time limit agreed by the Parties. The Buyer shall not be entitled to any other claims on this account.
10. If the Seller recognizes the legitimacy of irregularities raised by the Buyer concerning the quality of the Goods, he can, at his own discretion, either deliver replacement products free from defects within the time period agreed by the Parties, or reduce their price. The Buyer is not entitled to any other claims on this account.
11. Filing a claim does not relieve the Buyer from the obligation to make payment within the specified time period, nor does it constitute basis for refusal to accept the Goods.
12. The Seller shall not be liable under the warranty regulated by the provisions of the Civil Code. This provision does not exclude the rights of the Buyer, who is a consumer specified in the provisions of the Civil Code and the Act on Consumer Rights of May 30th, 2014.

#### **§ 8.**

#### **Force Majeure**

1. Neither party shall be liable for failure or delay in performing all or part of its obligations specified in the Contract as a result of flood, fire, earthquake, unusual weather conditions, pandemic (including, but not limited to COVID-19), and war.
2. The party affected by the force majeure shall immediately notify the other party in writing of its occurrence and, within seven days of its cessation, present relevant documents issued by the proper authorities.
3. If the hindrance caused by force majeure lasts longer than 1 (one) month, the Parties shall amicably resolve the conditions for further cooperation. If the Parties fail to reach an agreement, the contract shall expire.

#### **§ 9.**

#### **Confidentiality**

1. The Buyer is obliged to treat any information obtained concerning the established cooperation as well as any materials, information and know-how in connection with the execution of the contract as confidential, and is obliged to keep them secret.
2. The Buyer shall not use the Seller's name, trademarks or product names without the Seller's written consent under penalty of paying a contractual fine, equal to 10% of the value of the order for each violation.
3. The obligation of confidentiality is in effect both during the term of the contract as well as after its completion.

#### **§ 10.**

#### **Final Provisions**

1. The transfer of all rights and obligations arising from the contract to a third party without prior consent of the Seller expressed in writing is expressly prohibited.
2. Considerations by a Court, or any other competent authority, that any of the provision of the TCS are invalid, illegal, or otherwise unenforceable, does not affect the validity of the remaining provisions of the TCS.
3. Any possible disputes or claims that may arise between the Parties in connection with the start or execution of the contract shall be settled by the relevant common courts of law, with jurisdiction over the region of the Seller.
4. The legal relationship arising under the contract is governed by Polish law. In cases not specified in the TCS or in the contract, relevant provisions of the Polish law shall apply, in particular provisions of the Civil Code. If Polish law is not applicable, the United Nations Convention on Contracts for the International Sale of Goods (CISG) (11/04/1980), with amendments, shall apply.

5. Unless the TCS directly state otherwise, all notices and correspondence of the relevant Parties shall be delivered to the Seller to the address indicated in the TCS, and to the Buyer to the address indicated in the order.
6. For interpretation of the content of the contract, and the content of the TCS, the Polish language versions of these documents is definitive.
7. The application of any general terms and conditions, regulations, or contract templates issued by the Buyer is waived.
8. In the case of conflict between the provisions of the TCS of the Buyer and that of the Seller, the Buyer explicitly recognizes the exclusive validity of these TCS. By ordering the goods and accepting, without reservations, the pricing and confirmation of the order, which expressly draws references these TCS, the Buyer confirms their acceptance of the document as the basis for business relations between the Parties.