

I. General provisions

1. These General Terms and Conditions for the Sale of Products (hereinafter: "General Sales Conditions" or "GSC") constitute general terms for the purposes of Article 384 of the Civil Code and are applicable to sales contracts and supply contracts of machinery offered by the company trading as Usługi Leśne i Ogrodnicze ELITELAS Sp. z o. o. Sp. k. with registered office in Durdy 141, 39-450 Baranów Sandomierski, entered in the Register of Entrepreneurs kept by the District Court in Rzeszów, 12th Commercial Division of the National Court Register, entry number 0000579077 , taxpayer identification number: 8672240717, REGON statistical number: 362682039 (hereinafter referred to as the "Seller"). These GSC are not applicable to contracts made with consumers as defined in the provisions of the Civil Code.

2. These GSC constitute an integral part of all sales contracts entered into by the Seller.

3. Placement of an order or acceptance of a sales invoice entails the acceptance of these General Sales Conditions adopted by Usługi Leśne i Ogrodnicze ELITELAS Sp. z o. o. Sp. k

4. These GSC are published on the Seller's website: www.elitelas.pl

Any departure from these GSC will be effective only if that departure is indicated in an offer, that is compiled by the Seller and constitutes an offer for the purposes of the Civil Code, or if that departure is expressly worded in writing in the contents of the offer or is approved in writing by the Seller.

II. Products

These GSC apply to the sales of products of all brands, both new and used. All products, of whatever brand, new and used are hereinafter referred to as "Products".

III. Order placement / contract conclusion

1. The Buyer is required to place an order using a form adopted by the Seller. The contents of each order should include in particular a precise Product name. The order must be signed by authorized representative(s) of the Buyer and immediately sent by the Buyer to the Seller by electronic mail to the address elitelas@poczta.onet.pl
2. If an order is signed by person(s) whose authorization to represent the Buyer is not directly indicated in the Register of Entrepreneurs of the National Court Register, the Buyer is required to attach to the order a valid applicable document that confirms powers to act on behalf of the Buyer, and if no document is attached, the order may and will be rejected.
3. The Seller receives orders from Monday to Friday between 8:00 and 16:00. All orders placed after 16:00 are treated and handled as placed on the next business day.
4. Pieces of information contained in brochures, catalogues, advertisements and leaflets do not constitute an offer for the purposes of the Civil Code. All technical data of Products contained in brochures, catalogues, advertisements and leaflets are provided for illustrative purposes only. The Buyer is provided with detailed technical data of the Products on a case-by-case basis upon request sent to the electronic mail address of the Seller given in section III.1. of the GSC.

IV. Price and terms of payment

- 1 The Seller may make completion of an order conditional on the Buyer making an advance payment of a suitable amount.
2. The Seller sells and the Buyer buys a Product defined in the order for a price set by the Seller in the order. If not otherwise indicated in the above documents, the

price given in the order is net of tax and must be increased by the tax on goods and services (VAT) at the rate applicable on the day of invoice issuance by the Seller.

3. The terms of payment and conditions for transfer/handing over of the machine are defined in the contract of sale.

4. The purchase price is payable into the bank account of the Seller indicated in the proforma invoice. The price is regarded as paid on the date of crediting of the bank account of the Seller. If the payment of price is delayed for reasons attributable to the Buyer, the Seller has the right to collect from the Buyer statutory interest for default in business transactions.

5. The Buyer becomes the owner of goods once the price for ordered Products is fully paid.

6. If the price is not fully paid by the date set in the proforma invoice, the Seller will request the Buyer in writing to make the payment. If the payment is not made within 7. days following receipt of the demand for payment, the Seller may exercise the right to termination of the contract.

8. The Seller has the right to collect from the Buyer liquidated damages, due to termination of the contract for reasons attributable to the Buyer, up to the amount of advance payment made.

9. The payment of liquidated damages is without prejudice to the Seller's right to claim compensation in line with generally applicable legislation, in an amount exceeding the sum of liquidated damages defined in section IV.7.

10. The Buyer may not give the Seller the statement of offsetting (claim netting) unless the Buyer is a consumer for the purposes of the Consumer Rights Act dated 30 May 2014.

V. Supply

1. The Product is supplied by or on the date indicated in the contract of sale.

2. The Buyer is required to accept the goods when advised of their availability in the Seller's warehouse immediately, i.e. not later than within 10 business days after the day of notice receipt.
3. The goods are accepted in the business site in Durdy 141, 39-450 Baranów Sandomierski.
4. If the goods sold are to be supplied to a location indicated by the Buyer, the goods are transferred to the Buyer once the Seller hands them over to the carrier/courier.
5. It is the responsibility of the Buyer to accept the goods.
6. The Seller assumes no responsibility to the Buyer for delays in supply or failures to supply due directly or indirectly to reasons attributable to the manufacturer or caused by the transport company.
7. The Seller provides the Buyer with the Product together with technical documents applicable to the Product.

VI. Liability

1. Benefits and expenses/charges associated with the Product and the risk of its accidental loss or damage pass to the Buyer at the time of execution of a report on acceptance.
2. If the contract is terminated by the Seller under the circumstances described in section IV.6 of these GSC, the Seller has the right to collect the Product at the risk and expense of the Buyer.
3. Guarantee and warranty
 - A) The terms of guarantee are defined on a case-by-case basis in a guarantee document individually arranged with the Buyer.
 - B) The Parties exclude Seller's responsibility to the Buyer under warranty that covers physical defects and defects in **title**, in line with Article 558 of the Civil Code.
4. Force majeure

A) Neither Party may be held responsible for damages caused by a force majeure event.

B) A force majeure event is understood as an event being beyond control of either Party and preventing the Parties from fulfilling their obligations, when the event could not be foreseen at the time when the obligation arose and the Party affected by the event could not avoid it or prevent its consequences.

C) The occurrence of a force majeure event excuses the Party affected by the event from fulfilling contractual obligations for the duration of force majeure or for a time necessary to overcome the consequences of the event. The Party that refers to a force majeure event preventing contract performance must immediately advise the other Party of its occurrence, consequences and expected duration.

D) The Party affected by a force majeure event preventing the Party from fulfilling contractual obligations is expected to make every effort to prevent or at least mitigate consequences of that event.

VII. Assignment

1. Any assignment of a right or obligation of the Buyer to the Seller arising under an order, contract or these GSC is conditional on the prior written consent given by the Seller. In particular, the Buyer must obtain the above consent from the Seller to assign the rights and obligations acquired and assumed under this Contract to a lessee with whom the Buyer wishes to enter into a Product lease contract.

2. When granting consent to the assignment of rights and obligations referred to above, the Seller may make the consent conditional on the Buyer meeting certain conditions.

VIII. Settlement of disputes

Any dispute between the Parties will be settled by the competent court having jurisdiction over the Seller's registered office.

IX. Miscellaneous provisions

1. These GSC come into force as of 1 January 2020.
2. If any discrepancy is identified between the contents of the contract of sale and these GSC, the provisions of the contract will prevail.
3. All statements, notices, advices and reports may only be made and given by the Seller and the Buyer in the order completion process in the form of signed documents or by electronic mail. Save for the above provision, notices, statements, advices and reports given or made in another form are not binding.