

## General terms and conditions of sale

### DEFINITIONS:

**Seller:** TUBES INTERNATIONAL® Sp. z o.o. with its registered office in Poznań at ul. Bystra 15a, 61-366 Poznań, entered into the register of entrepreneurs of the National Court Register (KRS) kept by the District Court in Poznań, VIII Commercial Division under KRS number: 0000124055, NIP number: 781-00-46-084, BDO number: 000012479, share capital: 275.000 PLN.

Tubes International sp. z o.o. holds a large enterprise status.  
**Buyer:** shall mean the entity, with whom the Seller made the contract (verbal or written contract).

**Order:** shall mean the order placed by the Buyer for the Goods or Service.

**Goods:** shall mean the subject of the contract between the Buyer and the Seller.

These Conditions form the standard conditions of sale of Goods and Services. They shall govern unless otherwise expressly agreed by the parties in writing. These General Conditions of Sale are available on the website [www.tubes-international.com](http://www.tubes-international.com) and in all retail stores of the Seller. These Conditions apply to all sales or supply contracts made between the Seller and the Buyer and shall prevail over any General Terms and Conditions of Sale of the Buyer, unless the parties specifically agree otherwise in writing.

### GENERAL PROVISIONS

Catalogues, brochures, price lists and other publications about the Goods offered by the Seller are issued only by means of indication and shall not be treated as trade offers as stated by the Civil Code. Product samples and product models shall be treated as demonstrative and display materials. All technical documents contained in the catalogues, price lists and other advertising materials, intended for informational purposes do not ensure quality and are not binding, unless included in the contract. The Seller owns copyright to all documents. The Buyer must provide all information relevant for correct order processing, and in particular: technical parameters of the ordered Goods, assortment of the Goods, quantity of the ordered Goods, precise name and address of both the Buyer and delivery location. Accepting these conditions one time, means accepting them for all subsequent orders as long as the Buyer maintains regular trade relations with the Seller.

### SALES CHANNEL

There are several ways to purchase the Goods and Services:

- directly, in retail stores of the Seller,
- through mail order, the Goods are delivered by forwarders,
- online, via e-shop: [sklep.tubes-international.pl](http://sklep.tubes-international.pl)

E-shop regulations are available at: <https://sklep.tubes-international.pl/pl-PL/info/154>

### PLACING AN ORDER

Orders can be placed in the following ways:

- electronically: via e-mail or fax,
- directly, in retail stores,
- via e-shop: <https://sklep.tubes-international.pl>

When placing the order, please be sure to use the code numbers and names of the Goods according to our most current catalogue. If the order concerns a sales quotation the Customer was provided with earlier, the number of that quotation must be included in the order as reference. Following these procedures allows for precise and fast order processing. The Buyer is always responsible for giving the correct data both in the order or in any documents enclosed to the order. Each time the order is accepted by the Seller, it is confirmed in writing or by email within 7 days from the date of its submission, unless agreed differently. Unless otherwise agreed in writing by both parties, the order shall never be considered as accepted for processing in the absence of confirmation.

The Buyer is required to specify the application of the Goods and working conditions of the Goods in the order. The Seller shall not be liable for any consequences due to the lack of data or incorrect data provided by the Buyer.

Order processing time starts either when the order confirmation is sent or according to the agreements of the contract, but not earlier than all necessary documents are delivered by the Buyer and before the agreed prepayment is submitted.

A delivery date is considered to be reached if the Goods leave the warehouse by the agreed time or the Buyer is acknowledged that the Goods are ready for shipment. The date of delivery of the Goods can be postponed by reason of force majeure. The force majeure is defined as any event that cannot be foreseen at the date of signing the Contract or avoided and is beyond the reasonable control of the Seller. The Seller acknowledges the Buyer immediately if any of the above happens and informs on the expected delivery date.

### DELIVERY OF GOODS

The Seller is obliged to deliver the Goods meeting the conditions outlined in the confirmation of an order i.e. delivery date, quantity, type of Goods, price. Any changes to the delivery conditions shall be recorded in a written agreement by both Parties. The moment the Goods are passed to the Buyer from the Seller's store or are taken over by forwarders, all benefits and burdens connected with the Goods including the risk of accidental loss or damage to the Goods are transferred to the Buyer. Delivery charges are not included in the prices of the Goods. The Goods are delivered by the forwarders at the expense of the Buyer to the address indicated in the order. The Goods delivered by the Seller remain the property of the Seller until the payment is made. The Seller reserves the right to choose the forwarder and to refuse to accept any Goods that are sent back by the Buyer without prior notice. The Seller shall not be held responsible for any delays in delivery due to force majeure. If the Buyer fails to collect the Goods within the specified period, the Seller may store the Goods at the expense and risk of the Buyer, and then, after 7 calendar days, may sell the Goods on the account of the Buyer or to withdraw from the Contract with immediate effect and charge the Buyer any costs incurred by the Seller, arising from such failure.

## General terms and conditions of sale - continuation

### TERMS OF PAYMENT

Payment for the Goods shall be made:

- by cash (in the case of a mail order - payment is collected by a forwarding agent),
- by bank transfer within 7 days from the date of an invoice,
- by bank transfer within 14 days from the date of an invoice.

Any other conditions of the payment are agreed upon individually with the Sales Department Manager.

Payment by bank transfer is available for the Buyers who have already bought products from the Seller and submitted a completed trade account application form for bank transfer payments (available in the network of our retail stores and at [www.tubes-international.com](http://www.tubes-international.com)).

If there are overdue payments or the Buyer exceeds the credit limit, processing orders paid with bank transfer will be suspended until the relevant payments are made by the Buyer.

In the event of overdue payments, the Seller is entitled to:

- request payment of interest for delays in commercial transactions or statutory interest,
- withdraw from the contract and demand the return of the Goods,
- suspend the execution of already accepted orders,
- suspend purchases using bank transfers and withdraw granted discounts,
- suspend all allowances the Buyer is entitled to having the customer credit.

### PRODUCT QUALITY AND WARRANTY

The Seller assures to the Buyer the technical parameters of the offered Goods. These technical parameters are determined on the basis of the information outlined in the sales correspondence which includes the technical conditions of the contract (enquiry, quotation, order, order confirmation). The Buyer is fully responsible for providing accurate and complete information regarding all technical parameters (working conditions) of the ordered Goods. Relevant approvals, certificates, declarations of conformity or other documents required by law that confirm product quality are provided with the Goods if such a requirement was stated in the order. Supplying these documents may be subject to additional charges. The Seller shall be under no liability in respect of any defects arising from mechanical damage, abnormal wear and tear of the Goods or when incorrect technical parameters are provided by the Buyer. The Seller shall not be liable for any defects of the Goods resulting from causes not lying in the Goods themselves. In particular, the Seller shall not be liable for any accidental damage or its results, damage due to incorrect handling or storage of the Goods by the Buyer or design and manufacturing defects caused by a third party. The Seller shall not be held liable when the Goods are altered or not used according to the intended use either by the Buyer or the third party. In the event of any claims brought by the Buyer in relation to Seller's liability, the Seller does not accept any liability for compensations for loss of profit, loss of production or any consequential damage. The Seller's liability is limited by the terms of the Seller's Civil Liability Insurance policy. The amount of the claim brought by the Buyer is limited to the market value of the Goods or their faulty part. In the case of machines and equipment sold by the Seller, the warranty is granted according to the conditions in the Warranty Card.

### COMPLAINT PROCESS

Lodging a complaint does not entitle the Buyer to suspend payment for the purchased Goods or for their part. The Seller has a right to postpone the performance of provisions of the claim until all overdue payments are settled by the Buyer. The ground to start a complaint process is an immediate written complaint submitted to the Seller. The complaint must include a detailed specification of the defect along with all documents justifying the complaint. The Buyer, as a legal entity, should make the complaint within 14 days after the defect is discovered. The Seller shall be notified about all shipment shortages immediately after the receipt of the Goods by the Buyer but not later than within 3 days of the receipt of the Goods, unless otherwise agreed in writing by both parties.

A response to the complaint shall be provided within 14 days of receipt by the Seller. If performing tests, examinations or repair of the Goods at the manufacturer's is required, the complaint is to be resolved at longer time, agreed by both sides. If the complaint is recognised as justified and the replacement of defective Goods is agreed upon, the Goods which are the subject of the complaint should be returned to the Seller. If the complaint is resolved in any other way, the Seller shall remove the defects from the Goods complained about. The Buyer is not allowed to remove defects on one's own or have a third party repair it at the expense of the Seller. The aggregate amount of stipulated penalties imposed on the Seller shall not exceed 20% of net worth of the given goods.

### FINAL PROVISIONS

An assignment of rights resulting from the contract made with the Seller to the third party without the written consent of the Seller is not permitted. The Buyer shall not make any reductions in the payment without the written consent of the Seller. By accepting the contract, the Buyer gives consent to the processing of personal data necessary for order processing, and also, if another consent is given, for marketing purposes related to the Seller's operations. Specific rules concerning the processing of personal data are outlined in Privacy Policy available at: <https://www.tubes-international.com/company/privacy-policy/>

For issues not settled hereunder, the provisions of the Civil Code apply. The Seller shall aim to settle all disputes arising in connection with the execution of contracts covered by the above terms and conditions out of court. If the dispute cannot be settled out of court, it shall be resolved by the competent court of the city of Poznań.

**President of the Board**

*Karol Semba*