

GC Trays General Terms of Delivery

I. General information

1. These GC Trays General Terms of Delivery (hereinafter the "GTD") set out the rights and obligations of the parties with respect to the sale and delivery of goods and services sold by:

GC Energy Sp. z o.o.
ul. Połonińska 15
35-082 Rzeszów, Poland
KRS: 0000237487
NIP (Tax ID): 517-01-35-842
REGON: 180051555
(hereinafter the "Seller")

2. GC Trays is a registered and legally protected business line of the Seller, engaged in the sale and delivery of complete cable tray systems for industry, the energy sector and construction.
3. These GTD apply to all orders and contracts of sale and delivery concluded with the Seller. In the event of any inaccuracy or inconsistency between the provisions of a contract and these GTD, the provisions of the contract shall prevail.
4. These GTD exclude the application of any other standard terms (general terms of contract, terms of sale, model contracts, regulations, etc.) used or established by the Buyer.
5. The provisions of the GTD do not in any way limit the Seller's claims and rights under applicable law, in particular claims for damages.

II. Conclusion of the contract

1. The detailed terms of sale and delivery of products in the Seller's range are set out in Orders (hereinafter the "Order" or the "Contract") concluded between the Parties following acceptance of offers submitted by the Seller. To be valid, Orders require acceptance in written or documentary form by a person authorised to conclude contracts on behalf of the Buyer.
2. Each Order shall contain at least: the Buyer's name together with its full address, the types and quantities of goods covered by the Order, the value of the Order, the place of delivery, the delivery date and the agreed terms of payment. In the event of any discrepancy between the Order and the offer, the provisions of the Order shall be binding.
3. Cancellation of an Order by the Buyer is permitted only in exceptional circumstances, after the terms of cancellation have been agreed in writing with the Seller. The Seller reserves the right to charge the Buyer the actual costs related to the cancellation of the Order.
4. The Seller's offers may be prepared on the basis of information (e.g. concerning dimensions and product parameters) and documents (including sketches) received from the Buyer, for which the Seller accepts no responsibility. Offers submitted by the Seller are for information purposes only and do not constitute an offer within the meaning of Article 66 et seq. of the Polish Civil Code, unless their content indicates otherwise.

III. Price

1. Unless agreed otherwise, the price of the goods stated by the Seller is a net price, to which VAT at the applicable rate shall be added.
2. Unless the Parties jointly agree otherwise, all additional costs related to the performance of the contract indicated by the Seller (including storage, delivery or installation of the goods) shall be added to the price of the goods in each case.

3. Unless the Parties agree otherwise in the contract, the Seller is responsible for delivering the goods to the place specified in the contract. The goods shall be unloaded by the Buyer at its own cost and risk.
4. The price stated in the Seller's offer (if submitted by the Seller) is binding for the period specified in the offer. If no period of validity is specified, the offer shall be deemed valid for 5 days from the date on which the Seller sent it to the Buyer.
5. The Seller reserves the right to unilaterally increase the price of the goods at any stage of performance of the contract if objective reasons justifying a price increase arise, e.g. an increase in customs duties, the introduction of other public-law charges (including the introduction of new or the increase of existing taxes / fees / contributions), a delay in the performance of the contract for reasons not attributable to the Seller, a change in the exchange rate (by more than 5% compared with the date of conclusion of the contract, based on the average rate published by the National Bank of Poland), an increase in production costs, or an increase in the price of raw materials, components and goods supplied to the Seller and required for the performance of the contract (by more than 5% compared with the price on the date of conclusion of the contract). The Buyer shall be bound by the new price from the moment the Seller informs it thereof.

IV. Terms of payment

1. The Buyer shall pay the price of the goods and any other financial obligations arising in any way from or in connection with the contract to the bank account indicated by the Seller in the VAT invoice issued by the Seller.
2. Unless agreed otherwise in the contract, the Seller is entitled to perform the contract in stages and to issue invoices for individual stages, which the Buyer undertakes to pay within the time limit specified by the Seller. Payment shall be deemed made when the funds are credited to the Seller's bank account.
3. In the event of late payment by the Buyer, the Seller is entitled to charge statutory interest for late payment in commercial transactions.
4. Any reservations, comments or complaints submitted by the Buyer regarding the performance of the contract by the Seller shall not prevent the Seller from issuing a VAT invoice and shall not suspend the running of the payment term.
5. The Seller retains title to the goods until the Buyer has paid the full price for the delivered product under the contract.

V. Security

1. Before the conclusion of the contract or during its performance (at any stage), at the Seller's request, the Buyer shall pay an advance for the goods within the time limit and in the amount specified by the Seller. The Seller may make the performance of the contract conditional on payment of the advance within the time limit and in the amount indicated by the Seller.
2. If the Buyer is late in performing any of the obligations specified in the contract (including payment of the advance), the Seller is entitled to postpone the date of performance of the contract by the period of the delay.
3. If, in the Seller's opinion, there are reasonable grounds to assume that the Buyer will not fulfil a contractual obligation (in particular a financial obligation), or if proceedings aimed at the seizure of the Buyer's assets are initiated against the Buyer, the Seller is entitled to demand from the Buyer (at any stage of performance of the contract), in particular, payment for the goods in advance or the provision of guarantees or payment security specified by the Seller, within the time limit, in the form and to the extent specified by the Seller. If the Buyer fails to fulfil the obligations set out in such a demand within the time limit specified by the Seller, the Seller may withdraw from the contract with the Buyer (in whole or in part) with immediate effect.

VI. Goods

1. Unless otherwise specified in the contract, the goods sold shall comply with generally applicable Polish law

and the standards applied by the Seller.

2. Any information concerning the goods provided to the Buyer by the Seller before the conclusion of the contract or during its performance that is not subsequently included in the contract (unless confirmed by the Seller in written or documentary form, under pain of nullity) is not binding.
3. Unless otherwise specified in the contract, the Seller in no way guarantees that the purpose intended by the Buyer will be achieved or that the goods have been correctly selected, e.g. for a planned project. The Buyer is obliged to verify independently whether the goods supplied by the Seller are suitable for the purpose intended by the Buyer.
4. The Seller reserves the right to deliver to the Buyer goods with modified parameters, provided that, in the Seller's opinion, the parameters of the goods do not differ materially from the parameters specified in the contract.
5. If the Seller undertakes in the contract to provide the Buyer with technical documentation for the goods (including certificates and test certificates), it shall be assumed, unless the Parties agree otherwise, that the date of its delivery will be determined by the Seller.

VII. Delivery, transport, acceptance

1. Unless the Parties agree otherwise, the Seller sets the date of release / collection of the goods.
2. Delivery dates may change in the following cases:
 - a) suspension of delivery for reasons attributable to the Buyer,
 - b) late payment of the agreed price by the Buyer,
 - c) failure by the Buyer to provide the Seller with information necessary for the performance of the contract, including failure to provide required documents and/or information,
 - d) force majeure.

In the cases indicated, the date of performance of the contract shall be extended by the duration of the above circumstances, taking into account the time the Seller needs to resume production and delivery.

3. Unless agreed otherwise, the cost and risk of transporting the goods shall be borne by the Buyer.
4. If the Buyer is late in collecting the goods by more than 7 days from the collection date set by the Seller, the Seller may withdraw from the contract (in whole or in part) with immediate effect (after first calling on the Buyer to fulfil its contractual obligations within a time limit set by the Seller). The Seller may exercise the right of withdrawal within 3 months of the set collection date.
5. Failure by the Buyer to collect the goods by the agreed date does not release the Buyer from the obligation to pay for the goods.
6. Unless agreed otherwise, responsibility for the goods, together with the risk of their accidental loss or damage, passes to the Buyer upon release of the goods to the Buyer or – where a forwarder or carrier is used – upon release of the goods to such entities. The Seller is not liable for damage caused by the carrier, forwarder or any other person responsible for delivering the goods.
7. On receipt of the goods, the Buyer shall:
 - a) inspect the goods carefully for visible defects; the Buyer shall examine, among other things, the collective packaging, individual packaging, the goods and the documents supplied;
 - b) report any damage to the goods (e.g. any damage to the collective or individual packaging, shortages or damage to the goods), as well as any shortages and non-conformities of the goods with the order identified, and immediately inform the Seller of the situation by e-mail (with acknowledgement of receipt) and by telephone.
8. In the case of hidden defects that could not be noticed on receipt of the goods, the Buyer shall report them to the carrier (requesting a report on the condition of the goods / consignment) and to the Seller, in writing and by e-mail, in each case with acknowledgement of receipt, no later than 2 working days from the date of receipt of the goods.
9. The Seller reserves the right to reject complaints and any other claims of the Buyer relating to damage,

shortages or non-conformity of the goods with the order if the Buyer has failed to fulfil its obligations set out in the two preceding points.

10. Unless the parties agree otherwise, delivery may be made in parts. In such a case, the Buyer shall accept the goods in parts and pay for each part of the contract performed by the Seller.

VIII. Force majeure

1. The Seller shall not be liable for non-performance or improper performance of its contractual obligations (e.g. failure to release the goods on time), in whole or in part, if this is caused by circumstances beyond its control which could not have been foreseen at the time of conclusion of the contract and which could not be avoided (force majeure).
2. Force majeure circumstances release the Seller from performing its contractual obligations for as long as they prevent or hinder the performance of those obligations.
3. A Seller affected by force majeure shall notify the Buyer thereof.
4. Each Party shall bear its own additional costs resulting from the occurrence of force majeure.

IX. Liability

1. The Seller's liability for non-performance or improper performance of the contract is limited to actual damage, i.e. excluding lost profits. The Seller shall not be liable for any damage resulting from an incorrect choice of goods by the Buyer, their improper use or use contrary to their intended purpose or the documentation provided, or for any damage whose occurrence or extent was influenced by the condition and properties of the infrastructure in which the goods were operated, in particular those elements of it to which the goods are to be connected.
2. In any event, the Seller's liability is limited to 100% of the gross price of the goods ordered. This limitation shall not apply to damage caused intentionally.
3. The Seller is not responsible for the applicability or the effects of using the goods supplied by the Seller in design or structural solutions adopted by the Buyer.
4. The Seller is not liable to the Buyer for defects in goods manufactured by the Buyer using goods supplied by the Seller.

X. Warranty

1. The Seller warrants that the product supplied is free from physical defects. The warranty period is 12 months from the date of release of the product and may be set differently in the Order.
2. The Buyer may exercise its rights under the warranty only if the rules for the correct use and maintenance of the product sold have been observed. The warranty does not cover normal wear and tear.
3. If defects are revealed during the warranty period, the Seller undertakes to remove them free of charge or to supply a defect-free product.
4. Warranty claims must be submitted in writing or electronically to: reklamacje@gctrays.eu
5. The Seller undertakes to examine a warranty claim within 14 days of its submission and to inform the Buyer of the outcome. This period may be extended owing to the technological nature of the reported defect.
6. If the complaint is accepted, the product must be returned in its original packaging to the Seller's registered office or to a place indicated by the Seller.
7. The warranty covers only defects resulting from causes inherent in the product sold. The warranty does not cover defects arising from other causes, in particular defects resulting from:
 - incorrect use or application of the product;
 - incorrect selection of the product for the intended conditions of use;
 - incorrect installation or maintenance;

- repairs or interference carried out by the Buyer or third parties without the Seller's prior consent or contrary to its instructions;
- force majeure.

8. The Buyer loses its rights under the product warranty if it modifies the product or if traces of interference by unauthorised persons are found.

XI. Statutory warranty for defects

The Seller's liability under the statutory warranty for physical and legal defects of the product (rękojmia) is excluded.

XII. Assignment

The transfer of rights and obligations, as well as of receivables owed to the Buyer by the Seller, is permitted only with the Seller's prior written consent.

XIII. Confidentiality

1. The Buyer undertakes to keep confidential, during the term of the contract and for 10 years after its termination, all information (regardless of the manner and form in which it was provided or made available) obtained in connection with the conclusion and performance of the contract, and in particular not to use for its own purposes or for the purposes of third parties, and not to disclose to third parties, any information concerning the Seller or received from the Seller, including: commercial information, information on the course of negotiations, order data and lead times, technical and technological information, business plans, methods of operation, forecasts, financial data, software, inventions, price structure, penalties, discount policy, offers or quotations received, data concerning employees and associates, marketing policy and other information whose disclosure or use could in any way harm the Seller's interests (hereinafter "Confidential Information").
2. Disclosure of Confidential Information, except where disclosure is connected with the performance of obligations under generally applicable law, requires the Seller's express prior consent in writing, under pain of nullity.
3. The Buyer shall protect Confidential Information at least in the same way as it protects its own trade secrets.
4. If Confidential Information is disclosed to its employees and associates in connection with the performance of the contract, the Buyer shall inform them of the confidential nature of the information provided and oblige them to keep the Confidential Information confidential to a degree no less restrictive than that set out in this section.
5. In each case of breach by the Buyer of the provisions set out in this section, the Seller is entitled to charge the Buyer a contractual penalty of PLN 100,000.00 (one hundred thousand zlotys) for each breach of the above provisions. This contractual penalty does not limit the Seller's right to claim compensation on general terms up to the amount of the damage actually suffered.

XIV. Final provisions

1. These GTD are governed by Polish law.
2. Disputes arising from the application of these GTD shall be settled by the common court having local jurisdiction over the Seller's registered office.
3. The invalidity or ineffectiveness of any provisions of these GTD shall not affect the validity or effectiveness of the remaining provisions.
4. The Seller may amend these General Terms at any time, provided that the amendments do not apply to contracts already concluded.

5. Where these GTD have also been drawn up in a language other than Polish, the Polish version of the GTD shall prevail in the event of any discrepancy in interpretation.