

*General Terms of Sale and Delivery*  
*by FAB A S.A. Baboszewo*

**§1**

**General Terms**

1. These Regulations are an integral part of every order placed with FAB A S.A. In case of any changes in the Regulations, the version from the day of the order is valid.
2. The Regulations is available on FAB A S.A. website. On request, the Customer can receive by mail a pdf file with the valid Regulations.
3. When placing the order by mail, the Customer is informed about the Regulations. Making the order is possible only after accepting the Regulations.
4. Placing the order by a letter or by fax requires a written statement, that the Customer has read and accepted the Regulations.
5. Each exception from the terms included in the Regulations should be clearly stated in writing, otherwise being null and void, and refer only to the orders specified in the contract.

**§2**

**Placing orders**

1. The Customer can place the order by mail, fax or by letter.
2. FAB A S.A. confirms the order by mail, fax or by letter.
3. Confirming the order without objections results in concluding the contract.
4. FAB A S.A. can accept the order with objections. In such case, concluding the contract takes place when the Customer accepts conditions offered by FAB A S.A. by mail, fax or by letter.
5. FAB A S.A. verifies the order only regarding its feasibility. Customer's mistakes, especially wrong choice of the product or place of delivery remain Customer's responsibility – realization of order according to its contents means proper realization of the contract independent of Customers intentions.
6. FAB A S.A. assumes that all projects and documents presented in the order are Customer's intellectual property or Customer has rights to use them on the basis of other legal title. In case of violating intellectual properties of the third party, Customer takes full responsibility, both in relation to third parties and FAB A S.A.

**§3**

**Product information**

1. Customer can order a tool from the catalogue or custom made. Custom made tool means producing new item according to parameters agreed with Customer, so that the tool is proper choice for a given machine or purpose.
2. In case of ordering a tool from the catalogue, FAB A S.A. does not guarantee that the tool will be appropriate for the Customer's machine or intended purpose. Information included in FAB A S.A. catalogues are approximate and may not represent the real characteristic of the tool.
3. FAB A S.A. reserves the right to change the construction, technical data and design of the tool when realizing the order, resulting from technological progress. In such case, FAB A S.A. guarantees that the given tool will retain its technical properties.

## §4

### Prices

1. Price of the tool / service is based on prices valid in FAB A. The price is given in order note.
2. If the tool is not included in the standard offer, the price is calculated individually and confirmed by FAB A by mail or in writing. The same rule applies to services.
3. Discounts given by FAB A are negotiated individually.
4. In case of delays in payment, maximum interest is charged.
5. In case of delay in payment from the Customer, FAB A S.A. can refuse to accept new orders and cancel the confirmed ones.
6. The Customer can't deduct their charges towards FAB A S.A. subject to § 9 sect. 6 c), stipulating wider Consumers' rights. In case of faulty goods, the Customer can suspend payment exceeding the value of the received goods.

## §5

### Forms of payment

1. The Customer can pay by bank transfer, debit card or in cash.
2. Payment by bank transfer will be made on the basis of pro forma invoice in payment term and to the bank account specified in the invoice. Payment term will not be shorter than 14 days.
3. Payment by debit card in the Internet will be carried out by the eCard system with a link sent by FAB A S.A.
4. Accepted cards: Visa, Visa Electron, MasterCard, MasterCard Electronic, Maestro
5. Payment in cash can be made in factory shop; FAB A S.A. or on delivery, directly to courier.

## §6

### Delivery and receipt of goods

1. Delivery time given on FAB A S.A. website is approximate. FAB A S.A. is bound only by date individually agreed and confirmed by mail or in writing, with regard to p.2 below.
2. Delivery time is prolonged by the time of obstacle independent of both parties, including raw materials supplier delay, public authorities actions, roadblocks, energy and raw material shortages.
3. The Customer picks up the goods by their own means and on their own expense. FAB A S.A. is responsible to deliver the goods to the agreed destination.
4. If the Customer does not pick up the goods immediately, FAB A S.A. can ask a contractual penalty of 2 % gross price for each week of delay. Independent of the penalty, the Customer will cover the costs of storage, resulting from the delay.
5. As of receiving the goods by the Customer or person acting on their behalf, the risk of loss or damage to the goods is transferred to the Customer. The reception of the goods is confirmed by signing the confirmation of receipt.
6. Ownership of the goods is transferred to the Customer only when full payment is made.
7. Obtaining any permits, foreign exchange documents or fulfilling other requirements concerning transport of goods, especially export and import is a duty of the Customer.
8. The Customer can cancel the order. In such case, they are required to cover all the costs suffered by FAB A S.A. including labour costs.

## **§7**

### **Liability for defects and returning orders conditions**

1. The Customer is obliged to check the delivery quantitatively and report any missing items before acceptance of goods.
2. The Customer is obliged to check the quality of the goods within 7 days from receiving them unless it is agreed on otherwise when placing the order. In the same term, the Customer is obliged to inform FAB A S.A. about defects.
3. If defects or missing items are not possible to detect within term given above for reasons independent of the Customer, the defects must be reported as soon as they are detected.
4. Failing to keep the terms in points 1-3 makes quality claim impossible.
5. The Customer can make a claim in writing, by fax or mail. In case of written form, the date of the claim will be the date of sending the parcel by post or courier.
6. FAB A S.A. will inform the Customer of accepting or rejecting the claim within 14 days. The way of dealing with accepted claim will be agreed by the parties. Otherwise, Civil Code regulations will be applied.
7. In case of returning full or part of the amount, the money will be returned in the same way as payment was made, which is: a) in case money of transfer – transfer to bank account from which the payment was made; b) in case of payment in factory shop – cash return in the same shop; c) in case of payment to courier on delivery – cash return in the place of delivery; d) in case of payment by card – to the card from which the payment was made.
8. The Customer should make sure that the returned goods are in the best possible state and original packaging. If case of any serial damage, FAB A S.A. can refuse to accept the faulty goods back.

## **§8**

### **Supplier's liability**

1. FAB A S.A. is not responsible for any damages resulting from faulty goods when the Customer stored them wrongly or used them against FAB A instructions and recommendations.
2. FAB A S.A. informs that on aluminum tools some tarnish, stains, scratches or other changes can occur and these will not be treated as defects.
3. FAB A S.A. is not responsible for costs and losses resulting from faulty order, especially goods defects subject to § 9 sect. 6 b), stipulating wider Consumers' rights. It includes, above all, losing income and production capacity.
4. FAB A S.A. liability for other damages for other damages is limited to 30% net price of the goods from a given order subject to § 9 sect. 6 a), stipulating wider Consumers' rights.

## **§9**

### **Consumer's rights**

1. The Consumer is a natural person who either does not conduct business activities or conducts it, but places the order for private purposes – independent of business activity.
2. If the Consumer places the order remotely i.e. by fax, mail or other similar way, they can resign from the order (cancel it) within 14 days from the day of receiving the goods.
3. The Consumer can't cancel the order if subject of the order is a non-standard tool with individual characteristics or parameters on Customer's demand. In such case, the Consumer can cancel the order according to provisions from § 6 sect. 8 above.

4. The order can be cancelled: a) by sending email to faba@faba.pl b) in writing - to factory shop address where the order was placed; c) in case of courier delivery – by refusing to accept the parcel and handing the courier a signed declaration “I withdraw from the contract”.
5. Canceling the order in this way does not incur any costs for the Customer.
6. According to article 385 of the Civil Code in case of contracts with Customers the following rules, changing the above-mentioned provisions apply: a) in case of damage to a person, FAB A S.A. liability is not limited by amount; b) in case of other type of damage, liability is limited to the amount paid by the Consumer for the goods; c) the Consumer can deduct their receivables from receivables of FAB A S.A.; d) disputes between FAB A S.A. are dealt with by general courts according to general jurisdiction.

## §10

### Final conclusions

1. Contracts concluded on the basis of these Regulations are regulated exclusively by the Polish law.
2. All disputes arising out of this Regulations shall be subject to Polish court local to the FAB A S.A. seat, subject to § 9 sect. 6 d), stipulating wider Consumers' rights.
3. The Customer is not allowed to assign receivables without the written permit of FAB A S.A.
4. By accepting there Regulations, the Customer gives consent for their personal data to be processed by FAB A S.A. to complete the order or for the marketing purposes