

PROSHIP

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General Terms and Conditions of Contract

I. General provisions

- These **General Terms and Conditions of Contract (GTCC)** are applicable unless the Parties have stipulated otherwise.
- In the case of discrepancies between the GTCC and the Agreement, the Agreement provisions shall apply.
- In the case of any discrepancies in the translation, the Polish version of the GTCC shall prevail.

II. Execution of the Agreement

- Execution of the Agreement commences on the basis of an order placed in response to the offer of the Seller.
- In the event of placing an order by the Buyer without an earlier written offer (for example: under an invitation to negotiate etc.), a written confirmation of the order's acceptance is required to make the Agreement valid.
- In the event when, for the reasons beyond the Seller's control and pertaining to the producer of the goods, the Seller shall not be able to execute the Agreement in full or in part, the Seller shall be entitled to withdraw from the Agreement in full or in part. The Seller shall not be held liable for any damage incurred in such a case.
- The Seller stipulates that the property right to the sold goods shall be transferred to the Buyer only upon the receipt of the full payment for the goods by the Seller. Should the goods be mixed or joined with any third party's items, the Parties become co-owners of the goods. The provisions of article 193 § 2 of the Polish Civil Code shall not apply.
- The risk of losing or damaging the goods passes from the Seller to the Buyer once the goods in question are handed over to the Buyer, and in the case of handing over the goods to a carrier, once the goods are handed over to the carrier, regardless of who bears the shipment costs.

III. Liability

- The liability of the Seller is limited to the amount of actual damage incurred by the Buyer (excluding the liability for lost profits and pure material loss).
- Liability for damage caused to the Buyer incurred in connection with the failure to perform or improper performance of the Agreement is in all cases limited to the amount of the net price of the goods covered by the Agreement. The Seller shall only be liable for the predictable and typical damage incurred by the Buyer.
- Should an order be withdrawn partially or in full, the Buyer is obliged to cover the costs incurred by the Seller with regard to the performance of the order.
- The Buyer shall not be entitled to rescind from a partially executed Agreement.

IV. Price

- The price for the sold goods shall be stipulated each and every time in an offer or an order confirmation.
- The Buyer shall pay the price within the time limit indicated in the offer or if such is not indicated there, within the time limit in the VAT invoice issued by the Seller. The payment shall be deemed effective the moment the Seller receives the money in its bank account.
- In the event when, after conclusion of the Agreement, there shall be any circumstances that shall justify an increase in the price of the goods, such as increased customs duty, introduction of additional customs charges or introduction of other administrative charges, the Seller shall enjoy the right to a respective, unilateral increase in the price of the goods indicating a cause of such an increase. The increase must not be higher than the actual increase of the price components.

- Prices quoted by the Seller shall be net prices and VAT shall be added to them according to the prescribed rates.
- The Buyer shall bear the costs of bank transfers.
- Shall the Buyer delay in payment of any price resulting from any sales agreement between the Parties, the Seller shall have the right to refrain from performing all concluded agreements (including handing over the goods) until the Buyer shall make all the payments together with the interest. If a delay in any payment with regard to the Seller shall exceed 30 days then the Seller may rescind from the sales agreement without setting an additional date. The Seller shall not be held liable for any damage resulting from this cause.
- If the Buyer is late with payments, the Seller shall charge contractual interest in the amount of 20% per annum.

V. Defects in a sold item

- The Buyer shall inspect the goods upon their delivery with regard to their amount, conformity with the technical specification stipulated in the Agreement and potential visible defects. The Buyer shall inform the Seller about any defects found.
- In the event of selling second-hand goods, the Seller shall give a guarantee for a start up of an appliance.
- The Buyer is obliged to inform the Seller about any defects impossible to detect despite inspecting on delivery immediately (not later than 7 days) after finding them or otherwise shall lose the rights under a guarantee.
- The notice about a defect in a sold item shall be made in writing upon confirmation of receipt or otherwise shall be deemed invalid.
- If the Seller needs a technical opinion to ascertain the defects, the Seller shall take a stand with regard to the defects in a sold item after receiving such a proper opinion.
- The acknowledgement of a complaint shall be made in writing or otherwise deemed invalid, upon the delivery of the goods to the Seller's registered office, surveying the item by the Seller and, alternatively, upon receiving an expert's opinion. Should the Seller acknowledge the complaint, the Seller shall undertake to repair the item at its expense or exchange the item with defects into an item without defects within the time agreed by the Parties. If the repair or exchange of the item is not possible or it is connected with bearing additional costs by the Seller, the Seller shall have the right to refuse the exchange of the item and to refund an appropriate part of the price to the Buyer instead.
- If the Seller acknowledges the complaint, the Seller shall refund the cost of delivery of the item in the settlement, taking into account the price list of the Polish Post.
- The Seller shall not be held liable under a guarantee:
 - if the Buyer has repaired an item without the Seller's written permission;
 - in the case of a mechanical damage caused by the Buyer;
 - in the case of an incorrect connection of an engine;
 - in the case of delivering an engine for repair that is incomplete or bears visible traces of alterations.
- In the remaining cases, the rights under a guarantee shall expire upon the lapse of 6 months after handing over an item.
- In the event of issuing a guarantee card, the scope of guarantee shall be extended (e.g. with regard to the guarantee period) in accordance with the card stipulations. The GTCC provisions shall apply in all matters not regulated in the guarantee card.
- The Seller does not guarantee fitness of a given item to a given usage. The risk of the intended use and usage of the item under the Agreement shall be solely on the part of the Buyer. Any potential information given in this respect by the Seller is of a polite nature and may not be treated as a basis for a certain usage.

- Instigation of a complaint procedure shall not exempt the Buyer from the obligation to pay for the handed over item.
- Liability under a warranty shall not apply.

VI. Force Majeure

- For the time of occurrence of force majeure, the obligations of the Party unable to perform its obligations on time as a result of force majeure shall be suspended.
- A delay of either Party in performing the Agreement due to force majeure shall not constitute improper performance thereof.
- Force majeure shall denote an event the occurrence whereof is beyond the Parties' control and that cannot be prevented by the Parties even if they proceed with greatest caution, in particular: war, states of emergency, natural disasters, epidemics, restrictions connected with quarantine, embargo, revolutions, riots and strikes, climate conditions restricting or making it impossible to provide services on time.
- Each of the Parties is obliged to inform the other Party about the occurrence of force majeure forthwith. Lack of such information in due time shall be understood as non-occurrence of force majeure. Unless the other Party indicates otherwise in writing, the Party informing about force majeure shall continue to perform its obligations resulting from the Agreement to the extent whereof it is legitimate, as well as take all possible alternative actions to provide the services the performance whereof is not hindered by the occurrence of such force majeure.
- As soon as force majeure ceases to exist, the Parties shall continue to perform their obligations under the Agreement.
- Should the existence of force majeure exceed 30 days, each of the Parties shall be entitled to the right to terminate the Agreement.

VII. Contact

- The contact persons as well as the means of contact (address, e-mail, fax and the like) shall be specified by the Parties in the Agreement, i.e. the Buyer shall specify them in the order and the Seller in the order confirmation.
- The other Party shall be informed about any amendments to the contact data of the contact persons by being sent information to the last known address or to the last known contact person.
- Unless the Agreement stipulates otherwise, any notices and representations of the Parties resulting from or being in connection with the performance of the Agreement shall be sent by registered post, fax or e-mail.

VIII. Final Provisions

- The provisions of the Polish law shall apply to the Agreement.
- In the event when one of the GTCC provisions is in conflict with the provisions of the Polish law, other GTCC provisions shall remain binding.
- Any amendments of the Agreement shall be made in the form accepted by the Parties in the Contract (in an order by the Buyer and in the acceptance of the order by the Seller).
- Any disputes between the Parties shall be settled amicably and in the event of no possibility of an amicable settlement, the competent court for settling disputes shall be the one proper for the registered office of the Seller.