

General Terms & Conditions of Sale

§1. General Provisions

1. These General Terms & Conditions of Sale (hereinafter "GTCS") specify the rights and obligations of the parties to contracts for the sale and delivery of goods and services, the seller of which is

INSTYTUT BADAŃ I ROZWOJU MOTORYZACJI BOSMAL SP. Z O.O.

Headquarters: 43-300 Bielsko-Biała, ul. Sarni Stok 93, Poland,

Legal form: limited liability company, entered in the Register of Companies of the National Court Register kept by the District Court in Bielsko-Biała, 8th Commercial Division under NCR number: 0000221979, Tax No. 547-201-31-59, (hereinafter the "Seller").

2. These GTCS constitute an integral part of the sales contracts concluded by the Seller.

3. These GTCS apply if the other party to the contract (hereinafter the "Buyer") is a company within the meaning of the Civil Code.

4. These GTCS exclude the use of other draft contracts (general contract terms, terms of sale, model contracts, regulations, etc.) used or set by the Buyer.

5. Contractual provisions, individually agreed on and confirmed in writing, shall take precedence over the provisions of these GTCS to the extent that they contain regulations differing from these GTCS.

6. These GTCS are published on the Seller's website: www.bosmal.com.pl.

§2. Definitions

The following terms used in these General Terms & Conditions of Sale shall mean:

1. The Seller – INSTYTUT BADAŃ I ROZWOJU MOTORYZACJI BOSMAL SP. Z O.O. Headquarters: 43-300 Bielsko-Biała, ul. Sarni Stok 93, Poland, NCR No.: 0000221979, Tax No. 547-201-31-59,
2. The Buyer - a legal person, an organisational unit without legal personality or a natural person running a business.
3. Payment Date - the day on which the payment for the good or service becomes due.
4. Products - movables, products and services, goods to be sold on the basis of a sales contract between the Seller and the Buyer.
5. Order - an offer to purchase products submitted by the Buyer in writing, delivered in person, by post, courier or e-mail, containing at least: the name of the product ordered, quantity, details of the Buyer, necessary to issue a VAT invoice and data about the company, contact details, the manner, date and place of receipt of the ordered products.
6. Confirmation - a written declaration of the Seller about the acceptance of the order, submitted to the Buyer upon its receipt together with the determination of at least the price of the goods, the total value of the ordered goods, date of completion, place and conditions of delivery/receipt and payment terms.

§3. Conclusion of the contract

1. Information about goods and services sold by the Seller (hereinafter the "Products") presented in catalogues, folders, brochures, etc., as well as posted on the Seller's website, are for advertising purposes only and do not constitute an offer within the meaning of the provisions of the Civil Code.
2. Any assurances, warranties, promises and amendments to the sales contract made orally by the Seller's employees in connection with the conclusion of the sales contract or submission of the offer are not binding on the Seller.
3. The Buyer may place orders in writing, also electronically.
4. The Seller submits an offer to the Buyer in writing (by fax, e-mail or post).
5. The contract between the Seller and the Buyer is concluded at the time of receipt of the order by the Seller, which in relation to the essential terms of the contract does not deviate in any way from the offer received by the Buyer.
6. In the event of discrepancies between the order placed by the Buyer and the Seller's offer, the order confirmation, which is issued and sent to the Buyer by the Seller, shall be binding, unless the Buyer cancels the order in writing (by fax, e-mail), however, no later than within 1 calendar day from the date of receipt of a written order confirmation by the Seller.
7. The Buyer's order should contain the following data:
 - The name of the Buyer - with an indication of the exact address,
 - Tax No.,
 - Specification of the indicated Product with the trade name or alphanumeric symbol from the offer,
 - Quantity of ordered goods,
 - The date, place and conditions of delivery/receipt of the Product.
8. If the order concerns a previously presented offer, it is necessary to place the number of this offer on the order. If the offer number is not referred to, the Seller shall not be liable for any price inconsistencies on the VAT invoice, lack of availability of the Product, as well as non-compliance in the specific parameters of the Product specified in the original order.
9. Cancellation of the order by the Buyer is only allowed in exceptional circumstances after prior written determination of the terms of order cancellation with the Seller. The Seller reserves the right to charge the Buyer with actual costs that have arisen until the cancellation - no exceeding the value of the order.

§4. Price

1. The price for the Product being the subject of the sales contract will be each time specified in the offer or in the sale contract.
2. The Buyer is obligated to pay the price within the time limit resulting from the VAT invoice issued by the Seller, unless a different date is specified in the provisions of the offer or the provisions of the sales contract.
3. The date and form of payment are agreed on for each Buyer individually
4. The payment of the price is made in the form of a transfer to the bank account indicated by the Seller in the VAT invoice or in another form determined in the offer or in the sale contract.
5. The payment shall be deemed made as soon as the funds have been credited to the Seller's bank account.
6. The Seller reserves the right to unilaterally increase the price if, after conclusion of the contract, there are objective premises justifying an increase in the price of the Product on which the Seller had no impact, such as changes in the rates of the tax on goods and services, etc.
7. The prices quoted by the Seller are net prices and will be increased by the due tax on goods and services in the amount and in accordance with the requirements provided for in applicable law.

8. The prices quoted by the Seller do not include any customs duties or other financial burdens imposed on the Products under the law applicable in the location of the Buyer's registered office.

9. Failure to settle the payment within the period specified on the invoice will authorise the Seller to stop the delivery of the Products and suspend the implementation of already accepted orders. The Seller may require an advance payment for the implementation of a new order for a Buyer, which is in arrears with payments or which pays the invoices past the due date.

10. In the event of a delay with payment of the price, the Seller is entitled to charge interest for the delay, even if the Seller did not suffer any damage and even if the delay was due to circumstances for which the Buyer is not liable. The seller is entitled to statutory interest, unless a different amount of interest is specified in the contract. The obligation to pay interest does not exclude a claim for compensation of damage on general terms.

11. Filing a complaint does not release the Buyer from the obligation to make payments for the Products within the set deadline.

§5. Delivery and transport of Products

1. The delivery of Products will be completed within the time specified in the offer or order confirmation.

2. The delivery date may change in the case of: a) the delivery being suspended for reasons attributable to the Buyer; b) the Buyer's delay in payment of the price; c) failure to provide the Seller with information necessary for the delivery; d) force majeure. In this case, the delivery time will be extended by the period of occurrence of such circumstances, taking into account the time necessary for the Seller to resume delivery.

3. The cost and risk of transporting the Products lies with the Buyer.

4. The risk of damage, destruction or loss of the Product shall pass to the Buyer at the time of its delivery by the Seller.

5. The Buyer is obligated, immediately after receiving the Product, to check the conformity of the delivered goods with the order. It is obligated to check in particular: the condition of the shipment, as well as the quality, quantity and range of the delivered goods, and to immediately (i.e. no later than 3 working days) notify the carrier and the seller of objections in this regard by preparing a non-compliance report. The Seller reserves the right to inspect the damage reported at the place of delivery.

6. If the Buyer extends the set delivery date or does not accept the Products, the Seller has the right to charge the Buyer with transport costs and storage costs in the amount of 0.1% of the sales value for each day of storage.

7. If the Buyer is in default with the collection of the Product from the Seller's warehouse by more than 7 (in words: seven) days or if the Buyer fails to collect the Product within the agreed time limit from another agreed place, the Seller shall call the Buyer to collect the Product within 7 (in words: seven) days from the date of receipt of the call.

8. After the expiry of the additional deadline specified in section 7, the Seller shall have the right to return the Product for storage or to store the goods in its own warehouse, at the Buyer's expense and risk.

9. The fee for non-contractual storage of the unclaimed Product for each day of storage shall be PLN 850 net.

§6. Force Majeure

The Seller is not liable in the event of failure to fulfil obligations hereunder, if it was caused by reasons beyond its control that could not have been foreseen at the time the contract was concluded, and could not have been avoided (force majeure).

§7. Contractual Penalties

The Buyer is obligated to pay the Seller a contractual penalty for withdrawing from the contract for reasons beyond the Seller's control, within 7 calendar days from the date of conclusion of the contract, in the amount of 20% of the price, increased by the due tax on goods and services. The payment of the contractual penalty does not release the Buyer from being charged the actual costs incurred until the withdrawal from the contract due to reasons beyond the Seller's control.

§8. Liability

1. The Seller is liable for non-performance or improper performance of the contract, except that the liability is limited to actual damage, excluding lost profits. The Seller shall not be liable for any damage caused due to improper selection of Products, their improper use or use contrary to the purpose or the manual, as well as any damages the occurrence or size of which was affected by the condition and characteristics of the infrastructure under which the Products are to be exploited, including in particular of those elements with which the Products are to be combined.
2. In any event, the liability of the Seller for any damage not covered by the exemption shall be limited to the Buyer's actual loss, in an amount not exceeding 100% of net contractual remuneration, whereas this limitation shall not apply to damages caused by intentional fault.
3. If the parties have agreed in writing to deliver Products or materials that do not meet Polish Standards or other technical or safety standards, the Seller shall not be liable for any resulting damage.
4. The Buyer is responsible for the applicability and effects of using the Products provided by the Seller in certain design solutions, even if the Seller was included as an advisor or consultant in the preparation of the design and final product of the Buyer.
5. The Seller shall not be liable to the Buyer for defects in the goods produced by the Buyer with the use of the Products provided by the Seller.

§9. Compliance

1. BOSMAL Automotive Research and Development Institute (Institute) operates with a sense of responsibility for the consequences of its actions, and applies uniform standards in terms of assessing ethical conduct of employees and third parties, including respect for human rights, upholding employee rights, compliance with the principles of fair competition and respect for the natural environment.
2. The Institute is also committed to provide work environment based on mutual respect and tolerance. The company ensures protection of personal data and discretion to all persons who decide to report a suspected violation of the rules applicable at the Institute, as laid down in the "Code of Ethics" and / or the "Anticorruption Policy" related to the compliance management system implemented and applied by the Institute (Compliance).
3. The content of the "Code of Ethics" and "Anticorruption Policy" can be found on: www.bosmal.com.pl in the "Institute" tab on "Compliance Policy" folder.

The Customer / Supplier hereby confirms to have familiarized their employees with the content of the "Code of Ethics" and "Anticorruption Policy" and undertakes to comply with the recommendations of the above-mentioned documents during performance of the Contract.

§10. Warranty

1. The Seller grants a 12-month warranty for the product sold calculated from the date of purchase of the Product indicated in the warranty card.
2. The Buyer is entitled to exercise the rights arising from the warranty solely on the basis of the warranty card issued by the Seller and only if the terms of use and maintenance of the Product sold as specified by the Seller are observed.
3. The warranty covers only defects resulting from causes inherent in the Product sold. The warranty does not cover defects resulting from other causes, including in particular defects resulting from: improper use of the Product; incorrect selection of the Product in regard to the conditions of use; incorrect assembly or maintenance; repairs or interference carried out by the Buyer or third parties without the prior consent of the Seller or contrary to the instructions given by the Guarantor; force majeure.
4. The Buyer loses the rights under the product warranty in the event of any modification of the Product or traces of interference by unauthorised persons.
5. The Seller grants a warranty which is valid only in Poland. Exporting the Product abroad will result in the loss of the warranty. Warranty repairs will not be carried out outside of Poland. All repairs, even during the warranty period, carried out outside of Poland shall be charged to the Buyer. In a situation where the Buyer wants the Seller to repair the Product abroad, such repair will be a paid repair in every respect, including parts, labor, travel and others.
6. The Seller shall not be liable for any damages incurred by the Buyer as a result of a failure or malfunction of the goods, during the warranty period and after the end of the warranty period.
7. This warranty does not cover lost profits due to defects of the Product or compensation for damages arising outside the Product.

§11. Statutory Warranty

The Seller's liability under the statutory warranty for physical and legal defects of the Product shall be excluded.

§12. Assignment

Transfer of receivables due to the Buyer from the Seller is allowed only with the prior consent of the Seller expressed in writing.

§13. Final Provisions

1. These GTCS shall be governed by Polish law.
2. All disputes arising between the parties shall be resolved in accordance with the provisions of Polish law, excluding the Vienna Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980.
3. The competent court for resolving disputes arising out of the application of these GTCS is the court with jurisdiction over the Seller's registered office.
4. The invalidity or ineffectiveness of any of the provisions of these GTCS does not affect the validity or effectiveness of the remaining provisions.
5. The Seller has the right to store and process the Buyer's personal data for purposes related to the implementation of the sales contract.
6. Any changes to these GTCS require written form to be valid.
7. If these GTCS are also formulated in a language other than Polish, in the event of a dispute, the Polish language version of the GTCS shall apply.
8. By accepting these GTCS, the Buyer agrees to the processing of their personal data by the Seller and entities acting on their behalf domestically and abroad, in connection with the implementation of contracts for the sale of Products offered by the Seller.
9. The Buyer may not, without the consent of the Seller, transfer knowledge and information obtained as a result of business contacts with the Seller to third parties in matters covered by a trade secret
10. During or after the termination of the contract, the Buyer shall also not distribute, disclose or use such information that does not constitute the Seller's business secret, but whose dissemination, disclosure or use could in any way damage reputation or otherwise cause damage to the Seller.
11. These GTCS come into force on 09.02.2021.