

## **General Sales and Delivery Conditions in Trade Relations of Info-Global® Sp. j.**

### **1. General Statements.**

Sales conditions mentioned below are obligatory in all cases for Info-Global® company's Customers, except when otherwise decided on the basis of individual sales agreement.

The presented trade conditions are obligatory, regardless of the other obligatory earlier.

### **2. Catalogues, brochures and other advertisement materials.**

Info-Global® sp. j. takes no responsibility for mistakes in catalogues and brochures, like incorrect sizes, weights, quantities and other data.

Info-Global® sp. j. reserves the possibility of changing in mentioned materials without further notice. None of advertisement materials can be copied in parts, or as a whole, and used by any third party without previous written approval of Info-Global® sp. j.

### **3. Offers**

All presented offers need to be considered as non-obligatory and if it is not differently agreed, valid in 14 days from the date of presenting an offer. In case of placing an order without earlier presented offer by Info-Global®, the contract will be transacted after confirmation by Info-Global® of receiving an order or order realization beginning, in that case the order is regarded as the binding purchase offer.

### **4. Orders**

All changes in orders must be sent in written form and confirmed by authorized worker of Trade Department. In case of discrepancies between order and confirmation of Info-Global® sp. j. The order confirmation of Info-Global® sp. j. is binding for parties, provided that the Buyer after confirmation of order will announce the claims in written form.

### **5. Return**

In case of partial or whole withdrawal from a contract by the Buyer or because of reasons mentioned in point 3, the Buyer is obliged to return the costs, including costs of storage, costs of preparing and delivery which the company bear. Info-Global® reserve the right to require the compensation from the Buyer due to general rules. Only undamaged materials of standard dimensions may be returned. Materials brought on special order or produced according to special dimensions, cannot be returned.

### **6. Claims related with the realization of orders.**

All confirmed orders are valid with reservation of excluding responsibility of Info-Global® due to force majeure and especially due to strikes, fire, wars, domestic wars, export-import restrictions, blocks in transport and others. We do not take responsibility for unexpected stops at work, delays or not delivered goods by producers or suppliers. Info-Global® reserves the right to temporary suspension of agreement realization or cancelling the agreement without earlier announcement and reminder, if the Buyer does not fulfil partially or in whole the agreement conditions, does not pay the dues in the due term, or in case when we have the basis to suppose that the Buyer will not fulfil any of our agreements. In case of cancelling the agreement, the Buyer's dues for Info-Global® benefit are required at once.

### **7. Terms of delivery.**

The earlier agreed term of delivery is counted from the moment of receiving from the Buyer final instructions and an order. Exceeding the term of delivery does not oblige the Buyer to cancel the order, unless there is the danger of serious, or exceptional delay. The terms of delivery are collusive and may be changed, and Info-Global® reserves the right to partial realization of order, unless the agreement decides differently.

### **8. Delivery, costs of transport and the risk of forwarding.**

Info-Global® has right to deliver goods by lots, which can be invoiced on the basis of partial invoice. The Buyer takes responsibility for the danger of accidental loss or damage of goods at the moment of loading the goods on his means of transport. Costs of transport and the risk of forwarding takes the Buyer, unless it is decided otherwise.

### **9. Prices.**

In case of the lack of other agreements, actual catalogue prices are obligatory. Info-Global® has right to change the price without informing the Customer. The confirmed orders are realized in prices included in the order confirmation.

### **10. Property reservation, payment.**

The product property right is transferred to Buyer only at the moment of payment of the whole dues, including also interests, fines and costs. Till the moment of payment, the Buyer has no right to transfer the rights to any third parties and also has no right to process the goods.

Info-Global® has right to require the return of goods when there is reasonable risk of insolvency or delay in payment. If Info-Global® has copy right or any other intellectual property rights, they do not transfer them to Buyer, even if the Buyer placed an order for the delivery of these goods.

The day of the dues payment onto the bank's account is regarded as the payment day onto the Info-Global® account. The parties decide that Info-Global® has right to include Buyer's payment in the first order, to the benefit of interests for payment delay. Deduction of mutual payments is admissible after the previous written consent given by Info-Global®.

Payment conditions are set hereinafter in the Info-Global® offer, order confirmation or any invoice. If the payment is not settled in due term, there will be interests charged, according to the current obligatory interest rate, of double value. The possible cash discounts are counted from the net price and do not include the services, costs of transport and packaging.

### **11. Responsibility for goods**

Info-Global® is responsible for damages only when it is proved that the damage was caused by the fault of company's worker.

The Buyer takes responsibility for improper use and storage of goods. Info-Global® takes no responsibility for improper use and assembling of products done by Buyer in which our goods were used.

### **12. Rejected goods and claims, guarantee periods.**

The Buyer has right to return of goods or return of price if the goods have hidden defects caused by the fault of Info-Global®. The return of payment cannot overdraw the invoice price. We do not take responsibility for changes in colours, if they appear because of influence of UV rays during the usage. The claim must be laid not longer than in 8 days and not longer than 30 days from the goods receipt date. After that term the Buyer has no right to claim.

If the guarantee is given by the producer, general regulations are obligatory. Some goods (especially marked) have 15-year guarantee. The claims regarding the invoicing should be laid in written form in 8 days from the invoice date delivery to the Buyer. Otherwise, the information given in the invoice will be treated as in accordance with the agreement.

### **13. Arbitration.**

In cases which are not regulated by these conditions, civil code of Poland is applied. Any disputes which may appear during the agreement realization will be settled by the local Court, proper for the seat residence of Info-Global®.