



General conditions of sale - BESTEM Sp. z o.o.

valid from 1.12.2017

§1 GENERAL PROVISIONS

1. General conditions of sale (hereinafter referred to as the "GCS") define the principles of cooperation in the area of orders, acceptances and supplies of goods between BESTEM Sp. z o.o., hereinafter referred to as the "Supplier" and the entity ordering goods from the Supplier, hereinafter referred to as the "Buyer", hereinafter jointly referred to as the "Parties".
2. All deliveries of the Supplier's products are executed on the basis of the following GCS, and order placement by the Buyer means acceptance of these GCS.
3. A deviation from these GCS requires a written agreement of both Parties. Any amendments and supplements to these GCS and agreements concluded by the Buyer and the Supplier shall be in writing, otherwise null and void.
4. These GCS shall only apply between entrepreneurs in conformity with provisions of art. 43(1) of the civil code and shall be binding on the territory of the Republic of Poland.
5. These GCS forms are an integral part of all sales agreements concluded with the Supplier and are available on the Supplier's website <https://bestem.com.pl>.

§2 PRICES AND TERMS OF CONTRACT

1. Prices specified on price lists sent to the Buyers shall be binding until the Supplier notifies their change in writing. Unless otherwise agreed, prices shall be understood as net of VAT, expressed in Polish zlotys (PLN).
2. The Supplier shall notify every price change in the price list to the Buyer at least 14 days prior to the planned price change date. The new price does not apply to orders already accepted for execution.
3. Prices indicated in the offer do not include the costs of transport – Incoterms 2010 FCA. At the customer's request, prices may include the cost of transport (refers to full-vehicle carriage) on DAP terms to the place agreed between the parties. A change of the place of packaging delivery by the Recipient or ordering partial deliveries, will result in adjustment of the agreed price and requires e-mail acceptance of both Parties, and in justified cases in paper form.
4. For sales invoice issuing purposes or possible correction to this invoice, prices of the date of placing the order shall apply.
5. In case of delays in payments and justified doubts concerning payment capacity and solvency of the Buyer and in case of new business partners, the Supplier is authorised to request that the Buyer to prepay 100% of the gross price for supplies.

§3 ORDERS

1. The Supplier realises sales of its products on the basis of an order placed by the Buyer at the Supplier's Customer Service (hereinafter referred to as CS). The Supplier may accept an order in full or in part.
2. An order should be placed in writing (by e-mail – pdf format is preferred) and specify the exact name, address of the Buyer, assortment, quantity of ordered goods and place and date of delivery. The data for the order must coincide with the information contained in the contractor's card, which constitutes Annex No. 1 to these Regulations.
3. The person who signs an order on behalf of the Buyer is authorised to conclude an agreement of goods purchase and incur related liabilities in accordance with the contractor's card, which constitutes Annex No. 1 to these Regulations.
4. The Buyer will receive a confirmation of placed order sent to the email address of the person who places an order.
5. The Supplier shall not be liable for errors made by the Buyer in the text of the order and for fitness of ordered products for the intended purpose.
6. In case of past due payments over 7 working days, outstanding interest for late payments or exceeding credit limits by the Buyer, the Supplier has a right to refuse to accept new orders, suspend execution of all orders and supplies of the Buyer until the Buyer has paid all its liabilities.

§4 SUPPLIES

1. Goods are supplied on the basis of the Buyer's order, described in § 3. The Supplier undertakes to make every effort to execute the supply on the dates proposed by the Buyer, however, the dates are not contractually guaranteed, neither do they constitute its essence and they do not form grounds for any claims of the Buyer towards the Supplier.

2. The delivery period will be each time determined by the Supplier and confirmed by the Buyer in the form of an e-mail.
3. The Supplier will provide the Buyer with goods, in conformity with its production and supply capacities, in quantities agreed individually between the parties.
4. Shipments executed by the Supplier may only be executed to the seat or branch of the Buyer, unless otherwise agreed by the parties. In the event that the Buyer provides an incorrect address and, consequently, goods are delivered by the Supplier to a wrong place or goods are returned for reasons independent of the Supplier, the Supplier has a right to charge the Buyer with the costs of transport caused as a result of such mistake.
5. In the event that the Supplier organizes the delivery, the handing over of goods to the Buyer takes place at the time of its release after unloading at the Buyer's place of delivery. As of the moment of handing over of the goods, the Buyer assumes all risks connected with goods, including the risk of accidental loss or damage to the goods. The basis for the release of the goods is a signed WZ or / and CMR document.
6. A carrier has a right to refuse driving to the unloading place in case of an existing risk of damage to the vehicle or cargo, or causing damage. As well as in the event of traffic limitation for specific vehicle type at the place of planned unloading.
7. In the event the Supplier organizes the delivery, the Buyer is obliged to accept ordered goods at an agreed time and unload the vehicle within 2 (two) hours from the moment the vehicle arrives at the place of destination. In the event that the Buyer fails to unload the vehicle within the above indicated time, it shall cover vehicle stoppage costs.

§5 THE BUYER'S COLLECTING OF GOODS

1. The Buyer has a possibility to collect ordered goods by itself.
2. The intention to collect the goods by the Buyer should be each time indicated in the text of the order, and particulars of the person authorised to accept the goods should be provided to the CS before planned collection.
3. Means of transport provided by the Buyer should guarantee transport of the full order and should ensure safe loading of goods. In the event that safe loading is impossible or technical condition of provided means of transport causes doubts, the Supplier may refuse loading the goods and shall promptly inform the Client about that fact.
4. The Buyer is responsible for correct securing of goods loaded on the vehicle.
5. The Buyer shall accept the goods in agreed time. In case of a delay in acceptance for more than 3 working days of the date of confirmed readiness, the Supplier shall be authorised to charge costs connected with goods storage, not less than the net amount of 20 PLN for every pallet for every commenced day of storage.

§6 TERMS OF PAYMENT

1. The principles and terms of payments, both the general ones and those concerning particular orders, will be included in the agreement of sale between the Supplier and the Buyer. The date of payment in each case is defined in calendar days and is counted from the invoice issue date.
2. The date of payment by the Buyer is the date the amount receivable is credited on the Supplier's bank account, indicated on the VAT invoice from time to time.
3. In case of untimely payment, the Supplier has a right, with no additional calls required, to demand statutory interest for delay applicable as at the invoice payment date (per annum). Interest for delay is counted from the date following the date, on which the time limit for payment elapsed.
4. In case of a delay in payment or justified doubts concerning solvency or credit worthiness of the Buyer, the Supplier (without prejudice to its other rights) has a right to request advance payments and/or earnest money for supplies still not effected, at its own discretion, up to 100% of the gross price.
5. Payment of any amounts by the Buyer to the Supplier by set-off is excluded.

§7 PRODUCT STORAGE CONDITIONS

1. The product should be put on pallets and stored in a manner, which protects it against dampness, getting wet, staining, dirtying and damaging.
2. Rooms intended for storage should be roofed, dry and airy, with no side odors (e.g., mustiness), equipped in dry and dust-free floors. The distance from heating devices should ensure complete protection of goods against drying, deforming and losing functional properties.
3. Cardboard storage conditions: Temperature: 5 - 30°C, Humidity: 27 – 65% WW (the room should be air-conditioned if temperature and humidity are not compliant with the guidelines).
4. Piling pallets originally secured is permitted after making a prior arrangement with the Customer Service Office.

§8 COMPLAINTS AND SHORTAGES IN SUPPLIES

1. Complaints, if any, will be notified by the Recipient in writing (with a detailed defect description including attached pictures/models) providing data enabling identification of a given supply, (i.e., label/ pallet notice board, SKU, product name, order number, delivery date, etc.)
2. Complaints concerning goods sold will be considered after their correct documenting by the Buyer.

3. Reporting a claim does not authorize the Buyer to suspend payment for supplied goods or their part.
4. A product (article), performed in conformity with a design approved by the Buyer and technical conditions of supplies is not subject to complaints. Neither shall the Supplier be liable for damages caused by inadequate use or storage of goods by the Buyer.
5. In the event of quantitative deficiencies of the packaging, the Recipient should report this within 14 days of delivery.
6. In the case of qualitative discrepancies, the complaint should be reported immediately after they are found, but no later than three months from the date of delivery / the day of delivery. The recipient should write a complaint protocol on this subject and send it by e-mail to the Supplier, necessarily send samples of the advertised product.
7. Failure to submit a complaint within the dates mentioned above causes the Buyer to lose the right to claim.
8. The Supplier should examine the validity of the complaint. The recipient should allow access to the packaging in an unchanged condition. The decision regarding the settlement of the complaint should be made by the Supplier no later than 14 days from the date of its submission.
9. Until the final consideration of the claim, the Buyer is obliged to store the goods complained about (following the guidelines) in a way that prevents its possible damage or deficiencies.
10. If the complaint is justified, the Supplier is obliged to replace or repair the product immediately (but no later than within ten working days from the date of accepting the complaint) or agree on another solution acceptable to both parties. Pursuing a claim in a manner mentioned above excludes the possibility of further compensation, in particular, lost profits. Any liability of the Supplier is limited to the net value of the defective goods.
11. The amount of damaged /faulty/ missing item below 1% is not the status subject to complain.
12. The regulations mentioned above comprehensively define the Supplier's liability for defects in goods.


§9 FINAL PROVISIONS

1. The Buyer undertakes to immediately notify the Supplier in writing of each change of his data on the contractor's card constituting Annex No. 1 to these GTS.
2. In case of discrepancies in the wording of provisions included in an agreement/offer, provisions included in a commercial agreement are deemed to prevail with respect to GCS. The Buyer hereby excludes application of its own conditions of purchase or sale in performance of the agreement with the Supplier.
3. The Supplier and the Buyer will seek to amicably settle any and all disputes arising in connection with the execution of the above mentioned agreements. The competent court is a common court competent for the city of Poznan.
4. For matters not provided for in these GCS regulations of the Polish law shall apply accordingly.
5. Any and all changes to these general conditions of sale shall become effective as of the date of their publication on the Supplier's website and shall apply to orders placed after that date.

Annexes:

1. Contractor's card – form
2. Complaint report – form
3. Recommended tolerance for fillers dimension

CONTRACTOR'S CARD

	
Supplier	Contractor's name
Ul. Główna 57A Dąbrówka Wlkp. 66-210 Zbąszynek NIP: 788-191-76-00	
	Contractor's address
	Identification number:
	REGON No. :
	National Court Register:
	Contractor's system number:

Acting on behalf of the Bestem sp. o.o. located ul. Główna 57A, Dąbrówka Wlkp., 66-210 Zbąszynek, Identification No. : 788-19-76-00, I hereby declare that the company represented by me / by us *:

1. Is an active / non-active * VAT taxpayer
*delete as appropriate
2. The persons for business contacts from our company will be:

No.	First and last name	Telephone number
1		
2		
3		

3. E-mail correspondence regarding orders and other commercial events is only admissible through the following e-mail addresses:

No.	
1	
2	
3	

4. According to art. 106n par. 1 of the Act on tax on goods and services of March 11, 2004 (Journal of Laws of 2004, No. 54, item 535, as amended) I agree to send invoices, corrections and duplicates of these invoices in electronic form to below e-mail address:

No.	
1	
2	
3	

I hereby undertake to immediately notify Bestem company (Supplier) about changes occurring in points 1 - 4.

Acting on behalf of the Bestem sp. o.o. located ul. Główna 57A, Dąbrówka Wlkp., 66-210 Zbąszynek, Identification No. : 788-19-76-00, I inform you that the Customer Service person from our side is:

No.	First and last name	Telephone number	E-mail address
1			

and in the absence of that person, the replacement will be:

No.	First and last name	Telephone number	E-mail address
1			
2			

E-mail address from which commercial invoices will be sent in electronic form:

No.	First and last name	Telephone number	E-mail address
1			sprzedaz@bestem.com.pl

Other arrangements:

1. The products are transported according to the rules:

2. The Contractor declares that he has read the General Sales Conditions of the Supplier, available at the website www.bestem.com.pl, and in the case of having its own purchase conditions, the Contractor undertakes to provide them in electronic form, and Bestem undertakes to accept them by persons authorized to represent the company, which will then be attached as an attachment to the Contractor's Card.

Annexes:

- document regarding the representation of the contractor (KRS, CEIDG, company agreement),
- VAT Vies or confirmation from the Ministry.

Bestem sp. z o.o.
(signature of the person authorized to represent the company)

Contractor
(signature of the person authorized to represent the company)

COMPLAINT REPORT

Notification date		Company	
Notifying person		Telephone number for contact	
E-mail		Signature of the claimant	

Part 1 – to be completed by the Buyer

Order number		Date and place of delivery	
SKU		Product name	
Quantity in delivery		Quantity of defective product	
Delivery document number (WZ - delivery note)		Invoice number (if available)	
Cause of complaint – problem description			
Enclosures			
- A picture of a pallet card of complained pallet - A picture of product defect			
Expected method of handling the complaint			

I declare that the defective product will be (the option selected should be marked with a cross)

☐ returned to the Supplier premises (Bestem Sp. Z o.o.)

☐ disposed of by the Buyer

Part 2 – to be completed by the Supplier

CLAIM ACCEPTED? ☐ YES ☐ NO

Justification of the decision
Date and signature of the person handling the complaint

RECOMMENDED TOLERANCES FOR FILLERS DIMENSIONS

HEIGHT	+ 0,5 mm / - 1 mm
LENGTH	+ 1 mm / - 2 mm
WIDTH	+ 1 mm / - 2 mm