

General Conditions of Sale & Delivery (GCSD)
of Fabryka Mebli Okrętowych
FAMOS Sp. z o. o. with registered office in Starogard Gdański

Deliverer/ Seller – legal or physical entity conducting business activity or other entity, which accepted Buyer's order for production and delivery of furniture, materials, goods, equipment or services.

Buyer – Fabryka Mebli Okrętowych FAMOS Sp. z o.o. with registered office in Starogard Gdański, Poland.

I.

General provisions

1. GCSD are integral part of the Buyer's order directed to the Deliverer / Seller and they are in force during the time of business cooperation based on such order. By accepting the Buyer's order the Deliverer / Seller declares, that he knows general conditions of sale and delivery and accepts them.
2. The Buyer's order shall be accepted and acted upon by the Deliverer / Seller without undue delay right after its receipt. In case of lack of acceptance of the order the Parties shall assume silent consent of the Deliverer / Seller for each and every condition stated in the order and the GCSD.
3. When the Deliverer / Seller notifies the Buyer that he could not fulfill the order in the time specified by the Buyer, the quantities or with regards to any other of its provisions, the Buyer has the right to cancel the order in writing at no cost.
4. The order is considered completed when the goods are delivered to the Buyer or service made on his behalf is appropriate in terms of quality, quantity, price, time and place of delivery indicated and in accordance with the other provisions of the order.
5. Change of conditions of the agreement or separate verbal agreements shall require Buyer's written confirmation in order to be valid and binding.
6. Any terms and conditions of the agreements generally applied by the Deliverer / Seller which are contrary to these GCSD are not accepted by the Buyer.
7. The Deliverer / Seller must not transfer the right to act upon the order of the Buyer to the third party without the consent of the Buyer expressed for its validity in writing.
8. At the time of delivery the Deliverer / Seller is required to provide the Buyer together with the goods any delivery documents to allow its identification and containing the number of the Buyer's order. The order's number should also be disclosed on the

VAT invoices. If the number of the order of the Buyer has not been disclosed on the VAT invoice the Buyer reserves the right to send a VAT invoice back to the Deliverer / Seller without accounting it.

9. The Deliverer / Seller is responsible for ensuring that the technical data, quality, quantity, price and delivery time of provided goods or services match the order or the agreement.
10. Any approvals and certificates shall be attached when needed. The Deliverer / Seller is responsible for ensuring that the attached documents relate to the delivered goods or services.

III.

Delivery, delivery dates (sales) and quality of the goods

1. The delivery dates provided in the order are binding. Failure to meet the delivery/sales date by the Deliverer / Seller authorizes the Buyer to assert his rights under the law and these GCSD.
2. In case of the receipt of the goods from to the Deliverer / Seller by the Buyer's transport a quality reception shall take place at the seat of the Buyer unless the Parties agree otherwise in the way of written agreement.
3. The Buyer reserves the right to extend the due date of a VAT invoice for the defective goods or services until the date his complain is considered by the Deliverer / Seller, such an extend of the due date shall occur with no prejudice to other rights of the Buyer with regards to the defects.
4. In the event of any defects being discovered the Deliverer / Seller shall immediately but no later than within 7 days from the discovery replace the purchased goods to other goods free of defects or remove such defects if possible.
5. Regardless of the rights available to the Buyer under the warranty the Deliverer / Seller grants the Buyer on the goods delivered quality guarantee for a period of at least two years. The Deliverer / Seller shall provide the Buyer with all guarantee documents together with VAT invoice for the goods.
6. If the Deliverer / Seller will not meet the provisions of the order and these GCSD the Buyer shall be entitled to the following rights:
 - a. refuse to accept the goods and return them at the Buyer's expense;
 - b. get discount price for the defective goods only with the consent of the Buyer;
 - c. call of immediate replacement of the goods to goods free of defects;
 - d. charge the Deliverer / Seller with the costs that may result from the failure to deliver ordered goods to the specified place and on time;

- e. charge the Deliverer / Seller with the costs that may result from the delivery of the goods with undisclosed defects at the time of delivery/sales or latent defects;
- f. charge the Deliverer / Seller with the costs that may result from the losses, failure to comply with the contract and lost benefits or contractual penalties accrued by the Buyer of his clients.

V.

Applicable law, place of commitment, place of jurisdiction

1. The legal relations between the Buyer and the Deliverer / Seller are governed exclusively by the Polish law. In relation to any dispute which may arise directly or indirectly from these provisions the Parties define functional and local jurisdiction of Polish court appropriate for the seat of the Buyer.

VI.

Final provisions

1. The Deliverer / Seller is not entitled to assign its rights under the agreement concluded with the Buyer or an order to the third party without the consent of the Buyer given for its validity in writing.
2. In cases not covered by the provisions of these GCSD the provisions of the Polish Civil Code apply.