

## **GENERAL CONDITIONS OF SALE (GCS)**

### **1. Company description**

ANMAR Display Design Sp. o.o. is a service company producing metal parts according to individual customer needs. We operate on the market of display design since 1999., Delivering products for customers in Poland and Europe

We deal with often very untypical orders, which adapt the individual production technology. We produce large-and small-production series of displays. With highly skilled workers we are trying to quickly, reliably and comprehensively implement the orders of our customers.

### **2. Used nomenclature**

Provider – ANMAR Display Design Sp. z o.o. headquartered in Gdynia, ul. Unruga 111, NIP 958 166 31 31, KRS 0000465943

Purchaser – legal entity, a natural person conducting business in the use of goods and services from ANMAR Display Design Sp. o.o.

### **3. General provisions**

1) Document enter into force on the date of delivery of the Purchaser or its publication on the [www.anmardisplay.pl](http://www.anmardisplay.pl). For providing GCS to the Purchaser is considered sending an e-mail with GCS to the address of the Purchaser.

2) These GCS can be changed by the Supplier. The changes apply to the Purchaser from the date of receipt of Purchaser or its publication on the [www.anmardisplay.pl](http://www.anmardisplay.pl). Changed GCS apply to orders placed by the Purchaser after the date of receipt of the amended GCS. For a revised GCS Purchaser shall be deemed sending by e-mail the amended GCS e-mail address Purchaser.

3) GCS have priority over the general conditions of purchase or sale of the Purchaser.

4) the Purchaser placing an order fully accepts the GCS, unless the Provider and the the Purchaser decide otherwise in writing

5) If the the Purchaser received the GCS with one contract, it is believed that accepts them also to all subsequent contracts and orders, until the delivery to him Provider changed GCS.

### **4. Submission of the offer**

1) Requests for proposals should be submitted in writing or by e-mail to the address [office@anmardisplay.pl](mailto:office@anmardisplay.pl).

2) Request should consider:

-name of the product,

-description

- drawings (the more detailed the more accurate will offer be)

- the estimated size of the order

3) Provider will try to prepare the offer within 3 working days. No contact within 3 days means that the query did not arrived.

4) Prices presented in correspondence with the Purchaser are net prices (excluding VAT). In case of otherwise provisions they do not include the cost of packaging and transport, which are borne each time by Purchaser.

5) The offer price presented the Purchaser is valid for a period of 3 months from the date of sending it electronically. Provider reserves the right to change prices, about which the Purchaser shall be informed.

## **5. Acceptance of orders**

1) Orders must be submitted in writing via e-mail to the address office@anmardisplay.pl

2) Orders are realized solely on the basis of the application submitted in written form (filed in person or via, fax or e-mail).

3) The order must contain:

- Data Purchaser (needed for the invoice) nazwę wyrobu
- agreed price (based on the previous valuation) ilość sztuk
- the proposed completion date
- the type and color of the cover
- attached current drawings of the product
- additional information (including the determination packaging and the method of delivery)

4) In the absence of price offer on the ordered product Provider will introduced her immediately before attempting to the order.

5) Order is not considered as accepted for implementation without the written approval from Purchaser, such as price and the possible implementation time.

6) The purchaser is always informed about the acceptance of an order (no later than 2 working days after sending the order). No contact within 2 days means that the order has not arrived. Lack of response does not mean that your order has been accepted for implementation

7) All technical information about the materials used metal conversion factors, sizes and quality, arising from catalogs, brochures and other advertising materials provided by the Supplier data are for guidance and are valid only to the extent in which they are accepted by both sides.

8) The purchaser is obliged to know the technical parameters of the ordered product.

9) It is possible to attach applicable attestations and certificates if this requirement is indicated at the time of the order by the Purchaser. Provider is responsible for attachment of documents, refer to the goods delivered, but does not verify information contained in them, which are beyond his control.

## **6. Prototypes and samples**

1) The prototype is a single piece of the product which is the production model of the batch. It is made at the request of Purchaser (separate order or the first product from the production batch)

Price of the prototype is determined individually and can be presented at the request of Purchaser already at the offer preparation of the product.

2) As soon as the the Purchaser accepts the submitted samples, prototypes, etc. The risk of possible defects in the usability of the product, except for defects arising in the production process, passes to the Purchaser. Slight differences in color compared to the sample due process can not be the basis for the complaint.

## **7. Implementation of contract**

a1) Order is executed exclusively on the information and figures provided by the Purchaser. In case of any doubt about the order Provider will try to obtain clarification from the Purchaser. All explanations should be conducted in writing (electronically) for subsequent verification, otherwise they will not be binding for the Supplier. Delaying with the relevant information to the production can extend the completion date of the order.

2) Any changes to the contract (including the resignation of the contract) must be presented in writing on pain of invalidity. Changes in order concerning increase of the order, change of the date, price changes, changes in the structure, order cancellation can be made no later than 2 working days from the confirmation of an order for contracts with term of the 14 days for orders up to 5 working days after order confirmation for the implementation of the orders with the term over 14 days

All changes must be approved by the Provider. In the case of non-acceptance of changes in the contract, the Provider reserves the right to cancel the order.

3) Arrangements for covering and packaging The Purchaser must give at least 7 days before the expected date of implementation (does not apply to non-standard materials, eg. Paint palette Pantone). Custom materials due to the long waiting time for delivery shall be determined on the date of the order by the Purchaser

4) The costs arising from the incomplete or incorrect data contained in the contract (the figure for the contract), and the resulting changes in the existing contract shall be borne by the Purchaser.

## **8. Completion date**

1) The term of the contract is always determined before accepting an order and it depends on the size of the order and time-consuming, available materials for production, the current load of production and production capacity subcontractors of the Provider

2) Provider reserves the right to extend the delivery time and price change if the changes and additional findings on the current contract extension will process or cooperation. the Purchaser will be informed immediately of the situation

3) Failure to deliver the elements needed to perform the contract by the Purchaser within the time limit will result in postponement of execution

4) Completion date can not be complied in the following cases

- delays in handing by the Purchaser information necessary to perform the contract by the Provider;
- delays from suppliers of the Provider, for which the Provider shall had no impact or its impact was limited;
- damage of the goods during transportation regardless of the cause of damage;
- when the value of orders for one delivery shall not exceed the amount of PLN 1000.00 net, unless the the Purchaser will assume the costs of delivery of goods ordered by them.

In case of delay in delivery caused by any of the above cases, the the

Purchaser will be informed about the other possible date of delivery. In this case, the Purchaser shall not be entitled to refuse to accept the goods or of claims for damages against the supplier. After the expiry of that, the second delivery time the Purchaser has the right to withdraw from the agreement made in writing and delivered to the Supplier. In the case of partial delivery the Purchaser may cancel the contract only to the extent that the order has not been executed in the second period.

5) Events due to force majeure or the occurrence of other conditions not provided for by Provider at the time of the order, in particular, such as fire, flood, lack of energy, strike, disruption of communications, interference of state authorities, failure of equipment or devices, machines of Provider, change the scope of the order by the Purchaser, no pre-payment or delay in current receivables Purchaser entitle the supplier to postpone delivery dates or of performance, taking into account the extended implementation period, at least for the duration of the obstacles, which will not be a delay or delay. Provider shall inform the Purchaser of the existing problems.

## **9. Delivery of goods**

1) Shipments are carried out through:

- Transport Provider
- Transport Purchaser
- shipping company

The mode of transport is determined with the Purchaser individually for each order. Transport costs (including the costs of not receiving the package, or an incorrect address preventing delivery) organized by the supplier shall be borne by the Purchaser.

2) The Provider is not responsible for damage or loss of the cargo in the case of transport organized by the Purchaser.

3) If the the Purchaser decides to use the supply of goods realized transport organized Provider, the following mutual settlement:

- the Purchaser provides all necessary means to efficient unloading car. For unjustified downtime by the Purchaser more than 1 hour, Provider may charge for the cost of downtime.

- Provider reserves the right to change the time and date of delivery, if there are inconveniences, which the Provider had no effect (restrictions on traffic, weather conditions, road blocks, etc.). In the case of the above circumstances the Purchaser shall not file any complaint relating to the delay in delivery.

- The term of delivery based on carriage Provider is implemented in 1 day. Delivery costs are determined individually.

## **10. Complaints and returns**

1) List of warranty and liability of the supplier located in a separate regulations posted on the website Provider ([www.anmardisplay.pl](http://www.anmardisplay.pl)).

2) Purchaser is obliged to inspect the goods in terms of quantity and quality immediately after receiving.

3) All the defects of the goods the Purchaser can submit Provider via e-mail [office@anmardisplay.pl](mailto:office@anmardisplay.pl).

Filing a complaint should include:

- A completed claim form (downloadable from the website Provider)
  - photographic documentation
- 4) Provider consider the complaint and determine the buyer of the cause of the defect and if it is determined that a defect is responsible Provider, will start the complaint procedure. After accepting the complaint will be set way to remove inconsistencies and possible date of completion of the procedure.
- Complaints procedure is completed confirmation by the Purchaser to remove defects.
- Supplier agrees to the written grounds for complaint rejection.
- 5) In case of return of goods in order to repair defects in the goods must be secured for transport to prevent damage. If the goods were packed in a dedicated package should be sent back in original packaging with all the accessories that the Purchaser has received the delivery.
- The Provider shall not be liable for any damage caused during the transport of the goods advertised.
- 6) In the case of repairs damage caused by the fault of Purchaser or claims unfounded complaint the costs of re-send the goods to the Buyer cover the Purchaser.
- 7) Provider is released from any liability under the warranty if the Purchaser knew about the defect at the time of conclusion of the contract, the order, he has been given the offer, of the order or delivery of the goods.
- 8) If the between delivered goods, only some are defective and can be removed from the goods free of defects, Purchaser have the right to abandon the order is limited to defective goods.
- 9) Any complaints can be dealt with after the settlement of arrears in relation to the Provider. Filing a complaint by the Purchaser has no effect on the amount or date of payment for the performance of the contrac.

## 11. Terms of payment

- 1) After the release of the order will be invoiced VAT according to the data given in the order. The invoice will be sent to the Purchaser by e-mail and / or mailed.
- 2) Goods hard to produce a marked amount will be invoiced in the amount actually delivered at a fixed unit price.
- 3) Apply the following terms of payment:
  - 7 days - samples and prototypes
  - 14 days - pre-series (10, 20 pcs)
  - 21 days - a series of one-off production or rarely repeated
  - 30 days - constant, repetitive production.

Period of 30 days can receive the Purchaser whose monthly orders exceed 100 000.00 PLN, and a break in the execution of orders is not longer than 2 m-ce.

There is a possibility of individual negotiation of the payment date for the specified order. Such a payment date must be mutually agreed upon prior to the adoption of an order.

4) In the case when it is established that at least part of the payment will occur before the order, the Purchaser shall within a specified period to pay the amount due, otherwise, automatically extended (the time deposit funds and possibly shift production) is the term of the contract. Any paid in connection with the above prepayment and advance payment does not constitute a deposit within the meaning of the Civil Code.

5) Provider reserves the right to suspend the execution of the contract or delivery, if the the Purchaser is in arrears if only part of the payment under the contract of sale.

6) Fakt of notorycznego zalegania z płatnościami może skutkować zmianą formy płatności na przedpłatę przed otrzymaniem towaru lub płatność gotówką przy odbiorze.

7) W przypadku zamówienia towaru, a następnie odstąpienia od jego zakupu po terminie opisanym w punkcie 7.2. niniejszych GCS, Provider ma prawo do naliczenia kary umownej do wysokości kosztów poniesionych na rzecz realizacji zamówienia.

8) In case of delay in payment of the prescribed period exceeding 30 days, resulting from any invoice - Provider reserves the right to request the return of the delivered goods.

## **12. Copyright confidentiality**

**and** 1) Provider commits himself and his employees to maintain confidentiality concerning the device in all aspects (offer design, implementation, etc.). Provider agrees not to release any information regarding the Purchasers the product to third parties, unless that information is needed to perform the contract.

2) Provider reserves the copyright and ownership of their tenders, drawings, models and other documents. Without the consent of the Provider not be made available to third parties.

3) the Purchaser guarantees that arranging the order does not affect the rights of third parties (especially copyright).

## **13. Law and court of law competent**

1) Provider and the Purchaser both in agreement that, in matters not regulated by these GCS to be concluded between the two contracts of sale shall be governed by the Civil Code and the jurisdiction to settle any disputes arising from these contracts is the court of law competent for the registered office of the Provider.