



WYŁĄCZNY PRZEDSTAWICIEL  
I DYSTRYBUTOR

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SYSTEMY MONITORUJĄCE TEMPERATURĘ TRANSFORMATORÓW SUCHYCH, OLEJOWYCH, MASZYN I URZĄDZEŃ  
ELEKTRYCZNYCH, AKCESORIA, CZUJNIKI, WENTYLATORY, SYSTEMY WYMUSZONEJ WENTYLACJI

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## *General terms and conditions of sale of Tecsystem Polska Sp. z o.o.*

### **1. General Principles.**

(a) *The following definitions are used hereafter in this document.*

*"Seller": refers to Tecsystem Polska Sp. z o.o., registered office at Podchorążych 1, 64-920 Piła, Poland*

*"Buyer": refers to the person, firm or company the purchase order is received from.*

(b) *The terms and conditions set out below (the "General Terms and Conditions of Sale" shall form part of the agreements executed between the Seller and the Buyer for the supply of the Seller products (the Products"), and they will prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller.*

(c) *The Seller reserves the right to exchange, integrate or vary The General Terms and Conditions of Sale, by including such variations in the quotations or in any other written correspondence sent to the Buyer.*

### **2. Offers and Orders.**

(a) *Quotations and offers will keep in force for a period of 30 days from the date of issue, unless differently stated by the Seller in writing. Anyhow the Seller will be entitled to cancel or change the quotations or offers at any moment before issuing the written confirmation of order acceptance.*

(b) *Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller should fail to confirm an agreement in writing while it has entered into verbally, the Seller's invoice or the execution of the order by the Seller shall be regarded as confirmation. The minimum invoice amount is 100,00 Euro.*

(c) *Any order, order proposal, or supply request forwarded to the Seller represents an irrevocable contractual proposal to the Seller for a period of sixty (60) days from the date of supplier's reception, being the Seller free to accept or refuse the order according to the Seller's unquestionable judgement. Orders and or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise the Seller does not accept any responsibility for errors or consequent misunderstandings. The proposals submitted through agents, collaborators or brokers are usually meant as received and subject to the Seller's approval.*

(d) *The order confirmed by the Seller is irrevocable by the Buyer exceeded five (5) working days from the issuance of order confirmation. If doesn't affect the right of the Seller to accept the request to cancel the order, in that case the Buyer will be charged of the 'Burden in compensation', quantified in at least 10% of the total amount of the order with a minimum of 150,00 Euro.*

### **3. Prices and Payment Terms.**

(a) *The prices of the products shall exclude any statutory VAT which shall be payable at the date of delivery or pursuant specific provisions included in the invoice. Unless otherwise stated all prices quoted in any document or correspondence issued by the Seller do not include packaging and transport costs, nor the ancillary expenses as indicated in the Seller's sales price list in force at the moment of the conclusion of the contract. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices. Unless an exception is made, those costs and expenses will be paid by the Buyer and, in case they are paid by the Seller, their amount will be invoiced to the Buyer as well as with the quoted prices. The prices will be corrected in case of printing errors.*

(b) *The payment of the Net Amount price shall be paid free of any reduction by the Buyer according to what stated in the confirmation of order and the same invoice.*

(c) *In addition to other remedies permitted under the applicable law and these General Terms and*

Conditions of Sale, the Seller reserves the right to recover default interest on delayed payments starting from the due date, calculated at the official reference rate of the European Central Bank increased by 7 (seven) basis points.

(d) If the Buyer fails to take payments in the time and manner specified by the Seller or the Buyer business shall be operated beyond the ordinary course of business which shall include, without limitation, when seizure or protest has been made, payments shall be delayed or insolvency proceedings shall have been petitioned or opened, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and to declare all its claims arising from the business relationship as immediately payable. Moreover the Seller may in such event request for anticipation on the payments or a warranty deposit.

(e) Should an agreement be reached on extended payments, and an instalment not be paid on time, the Seller will be entitled to require the payment of the whole amount, without considering the Buyers payment deadline, even if the conditions are not meet. Otherwise, the Seller will consider the contract as annulled due to breaching and keep all the amounts paid by the Buyer until that moment as a damage reimbursement.

(f) Also in case of notification of faults and defeats, the Buyer will not be entitled to start or continue proceedings without previously paying the total price in accordance with the contract. The payment will, in no case, be suspended or delayed; should disagreements arise, the related proceedings will not be started or continued unless the payment has been made according to the fixed terms and procedures.

(g) The Seller will be entitled to interrupt the product delivery should, in the Sellers' unquestionable opinion, the Buyer's statement of assets and liabilities put the payment at risk.

(h) In any case, the product ownership is handed lo the Buyer only with the total payment of the price Is made, even If the products have already been mounted or installed in other products owned by the Buyer or third parties. Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to obtain release and return injunctions). The Seller will have the right to disassemble and remove the products.

(i) The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

#### **4. Delivery Terms .**

(a) Unless otherwise agreed, the delivery of the products shall be EXW (Incoterms 2010) from the Seller plant.

(b) The Buyer shall provide the means of transport and shall be responsible for its availability on time. The Seller shall immediately be informed of any delays. Any costs arising thereof shall be at the expense of the Buyer.

(c) All the time terms, also in relation to delivery time, return, installation, completion, etc, although defined as strict by the Buyer, will anyhow be considered as approximate by the Seller and subject to a tolerance margin. Unless otherwise expressly agreed in writing any indicated time of delivery shall be nonbinding for the Seller. Unless different agreement between the parties, the approximate term for shipment is the one specified in the confirmation of order.

(d) The delivery terms will be automatically considered as extended in the following case:

(i) should the Buyer not communicate the data that are necessary for the supply within the due time or should the Buyer require changes during work execution or answer late to the request of drawing and executive layout approval;

(ii) should the Buyer have outstanding payments;

(iii) should the Buyer's statement of assets and liabilities and or the Buyer's credit be considered as hindering payment according to the Seller's unquestionable judgement.

(e) The Seller reserves the right to reasonably delivery in instalments.

(f) Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery.

(g) The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.

#### **5. Duty to Inspection and Acceptance of Products.**

(a) Upon taking possession of the Products, the Buyer shell Immediately:

(i) check quantities and packaging of the Products and record any objections on the delivery note; and

(ii) conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note.

(b) In case of a notice of defect the Buyer shall comply with the following procedures and deadline:

- (i) the notification shall be made by no later than 8 (eight) working days from the taking possession of the Products by the Buyer. In the event of an objection to a defect which, despite a fier inspection has remained undiscovered, the objection must be raised within the early of the expiry of the working day on which the defect has been discovered but in any event by no later than 2 (two) weeks after take over of the Products;*
- (ii) the above mentioned notice must be issued by electronic mail, completed with any available details and or photos and forwarded to the Seller within the deadlines. Any notice by telephone conversation shall not be accepted;*
- (iii) the notice must clearly specify the kind and amount of the alleged defect;*
- (iv) the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the Seller or by any expert designated by the Seller.*
- (c) No objections with regard to the quantities, quality, type, and packaging of the Products shall be possible unless a note has been placed on the delivery note in accordance with the above mentioned procedure.*
- (d) Any Product to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.*

## **6. Warranty Terms .**

- (a) The Seller hereby represents and warranties that the Products shall be free from defect and shall comply with the technical specifications forwarded by the Seller and certificated by official companies where needed.*
- (b) Under warranty obligation, the Seller commits to replacing and or repairing the spoilt and or faulty defect within the limits of this contract and without any further refunding obligation deriving from direct and/or indirect and/or subsequent damage deriving lo the Buyer or any third parties due to product defects (as an example, also provoking production losses, damage to things or people, etc).*
- (c) The warranty shall be valid only on the products used in suitable environment and for suitable applications in appliance with what has bean foreseen at the moment the project has been studied and detailed on Instruction Manual attached to any Product; every improper use of the products is forbidden. The Products are guaranteed for a period of 18 (eighteen) months from installation and no more than 24 (twenty four) months from the date of shipment (official travel document by TS).*
- (d) Such warranty only includes the substitution or repair of the defective Products with the exclusion of any other and different obligation.  
The Product will be repaired by the seller at its own office, its secondary office or its own authorized reseller. The Buyer must request return material authorization to the Seller by electronic mail. Only after the confirm of the return material authorization, the Buyer will provide with the sending at his own expenses. the efective Product with reason "return on repairing account" to the office, secondary office, or authorized reseller as indicated by the Seller.  
The Seller will transmit to the Buyer the new Product or the repaired Product bearing therefore the costs of the shipment.*
- (e) Should the Buyer, agreeing with the Seller, require the replacement and or repair and or any visit for inspection to be carried out at the Buyer's plant, the Buyer will pay, all over the price for the technical issues according with A.N.I.E. existing rate's tables, for travel expenses and accommodation for the technical staff provided by the Seller and will provide with all the equipment and auxiliary staff needed in order to carry out the intervention in the fastest and safest way.*
- (f) The warranty shall not be valid if the defect or not conformity will prove to be depending on not correct on not suitable applications of the product, or if the product has been not correctly placed in operation.  
The warranty does not cover damages due to:*
  - Faults or alterations caused by electrical overvoltage*
  - Failure to comply with the safety regulations and the conditions of use mentioned in the product instruction manual*
  - Mechanical breakage due to falls or transport.*
- Any alteration, change or replacement of product parts, which has not been written authorized by the Seller may represent an accident risk and therefore releases the manufacturer from any civil or penal liabilities, and makes the warranty void. The warranty does not cover the normal products parts subject to consumption.*
- (g) The repair of the product resulted as out of warranty is totally at Buyer's charge and it will be performed after approval from the latter of the estimate issued by the Seller. In case The Buyer do not accept the estimate or the product is not repairable, the Seller will request to the Buyer written instructions on how to treat the product (return or scrap) with the application at Buyer's charge of the "Burden for analysis service", quantified at 50,00 Euro.*
- (h) The substituted parts under warranty are, and remain, the Seller's property. The substituted parts that are not under warranty are the property of the Buyer and remain at his disposal for 2 (two) weeks within which time he can collect them or give instructions for them to be sent to him, at his expense. After this term of 2*

(two) weeks has elapsed the Seller is authorized to consider such parts as scrap belonging to him and hence acquires the right to dispose of them without any compensation whatsoever.

(i) For each product you find any specific details concerning the warranty's rules in their respective Instruction Manual attached in electronic form and available on the company website [www.tecsystem.pl](http://www.tecsystem.pl)

## **7. Limitation of Liability.**

(a) The Seller shall do its best endeavour to deliver the Products within the time agreed (if any), but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or delivery of the Products.

(b) All the drawings, photographs, illustrations, descriptions, technical data and performances or any other data and information about the products, contained in documents or drawings annexed to the Seller's offer or included in catalogues, prospectuses, tables, pricelists, Seller's advertising, are to be considered purely as approximate indications. Any departures or variances will not be considered as a good reason for not accepting the goods or vitiating the contract or as a good reason to lodge a complaint to the Seller.

(c) All the drawings sent to the Buyer for approval will be considered as automatically approved by the Buyer unless they are returned to the Seller with notes and comments within ten (10) working days or within the time agreed when submitted to the Buyer.

(d) All the tables, technical data, and any other material and technical information included in the offer or provided with the supply will remain under the Seller's ownership and will not be reproduced or communicated to any third parties unless a written agreement is provided by the Seller. The Buyer will not be entitled to use them for purposes other than the ones indicated on this contract.

(e) The Buyer declares it has freely chosen the goods from the wide range of the Seller's products according to its free and unquestionable judgement. The Seller does not know and will not be responsible for the practical use of the products by the Buyer. The Seller will not be liable for the use of the products and the suitability of the product for the use and practical purpose the product is bound to, be the product used individually or in connection with other products outside and or inside complex systems. The Buyer freely chooses the product from the Seller's range and will have to verify the connection and functioning of the product inside the systems and complex equipment the product will be implemented in. The Seller will be exclusively responsible for the correct functioning of the supplied products in accordance with the characteristics and performance indicated by the Seller. The Seller's responsibility is limited to the replacement and or fixing and or refund of the invoiced value. Apart from the above mentioned liability, the Seller will in no case be deemed as responsible for any direct and or indirect and or subsequent damage deriving to the Buyer or to any third parties due to defects of the product, including production losses, damage to things, people or other.

(f) The Seller will be entitled to make changes to the product at any moment, due to production needs, provided those changes do not alter the product performance and or specifications in a substantial way.

## **8. Retention of Title.**

(a) The Product supplied shall remain in the property of the Seller until the date of the full payment by the Buyer of the entire price of the Products and of all amounts due to the Seller. Until that time the Buyer shall hold the Products as the Seller's fiduciary agent and shall keep the Product properly stored, protected and insured.

(b) If in the Country of the Buyer's domicile for the validity of the retention of title for the benefit of the Seller it is necessary to fulfil some administrative or legal formalities as, without limitation, to file the Products with the public register or to affix particular seals on them, the Buyer shall cooperate with the Seller and shall do its best effort to carry out all the necessary actions in order to obtain a valid retention of title right on the Products for the benefit of the Seller.

(c) The Buyer shall have the right to dispose of the Products delivered by the Seller or to process them in the ordinary course of the business. In such a case, the proceeds from the sale or from the process of the Products shall be transferred to the Seller up to the concurrence of the full price due by the Buyer to the Seller for the supply of Products.

(d) The right of the Buyer to dispose of Products or to process them shall cease in the cases referred to in paragraph 3 (d) above. In such a case, the Buyer must place the Products at the disposal of the Seller who shall have the right to enter upon the Buyer's premises for the purpose of obtaining the ownership of the Products.

(e) In the event of any Third party action against the Seller's Products delivered under retention of title, the Buyer shall notify such party of the Seller's property and shall immediately inform the Seller about such action. The Buyer shall bear the costs of any intervention.

## **9. Brands.**

*(a) Any identification brand and or any other identification form positioned on the products which are sold by the Seller will not be removed without the Seller's written agreement. Any distortion and/or change of the brand name or technical data or labels applied by the Seller will represent a counterfeiting and illegal behaviour, prosecutable by the Seller at the Buyer's plant or at the third parties' who hold the products. Moreover in those cases the Buyers warranty will be considered as lapsed.*

## **10. Testing.**

*(a) All the Products produced by the Seller are subject to a final standard test before the delivery. That test is to be considered as final and conclusive. Each additional test and or each special test must be requested and specified by the Buyer on the purchase order, and it has to be accepted by the Seller and will be carried out at the Buyer's expense.*

## **11. Data Protection Law.**

*(a) The personal data of the Buyer shall be processed in accordance with the Polish data protection law. The Seller inform the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement.*

## **12. Applicable Law.**

*(a) In case of the Buyer is a subject having Polish nationality, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by Polish laws.  
(b) On the contrary, in case of the Buyer is a subject having a nationality different from the Polish one, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by the United Nations Convention of Vienna of 1980 on Contracts for the International Sale of Goods. In case the Buyer belongs to a State that didn't ratify that Convention, it will be applied subordinately, the Polish law.*

## **13. Jurisdiction.**

*(a) Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive competence of the referred to the Court of Piła.  
(b) It is agreed between parties that the Seller, at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in paragraph (a) to bring an action against the Buyer in its domicile and before any court of competent jurisdiction.*

## **14. Final Provisions.**

*(a) The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.  
(b) The present General Terms and Conditions of Sale have been drafted in English languages.*