

GENERAL TERMS AND CONDITIONS OF THE PROVISION OF GOODS AND SERVICES BY „METALODLEW” S.A.

1. The object of the Contract is the provision and sale by „Metalodlew” S.A. of the goods and services listed overleaf and the purchase and receipt of the goods and services by the Customer at the date, place and upon conditions listed overleaf.
2. „Metalodlew” S.A. deems the order accepted for fulfilment after it receives the written statement of the Customer on the acceptance of the Terms and Conditions listed below and overleaf. If the Customer does not send the above mentioned declaration within 10 days following the confirmation of the receipt of the order, it shall be deemed a silent acceptance of the order upon these Terms and Conditions.
3. The prices agreed by the Parties and the basis for calculating the prices are confidential and transferring such information to third parties is not permitted unless required by a relevant body authorized for such a request by virtue of law. The price confidentiality requirement remains valid after the order is completed.
4. Any change in prices of raw materials or labour or any other material necessary for the provision of goods and services listed overleaf entitles „Metalodlew” S.A. to submit a proposal on renegotiation of prices listed overleaf to the Customer.
5. The Customer shall pay for goods and services listed overleaf on the basis of invoices issued by „Metalodlew” S.A., by deadline and in a manner defined overleaf.
6. The Customer shall pay to „Metalodlew” S.A. a contractual penalty for the withdrawal from the Contract due to the Customer’s fault at an amount of 20% of the Contract Amount. If the contractual penalty does not cover the incurred damage, „Metalodlew” S.A. may claim an additional indemnity on the basis of the general provisions of the Civil Code.
7. The Customer shall accept ordered goods and services listed overleaf within 7 days following the date of the notification. If the above mentioned goods and services are not accepted by specific deadline, „Metalodlew” S.A. may accrue storage costs at 0.1 % of the order value per day of storage.
8. „Metalodlew” S.A. declares that it is a VAT-payer, with an identification number 678-003-57-37.
9. The Customer agrees to the issuance of a VAT invoice without its signature.
10. „Metalodlew” S.A. shall not be liable for the failure to perform the whole Contract or a part thereof if the failure results from the occurrence of Force Majeure.
11. Any complaints related to the performance of the Contract may be submitted by the Customer at the latest within 12 months following the date of the receipt of the goods and services listed overleaf (or by any other date agreed separately with the Customer). The complaints shall be in writing and be based on official documents providing grounds for the complaint (weighing report, chemical composition testing, control measurement report, etc.) The complaints submitted after the date referred to in this section shall not be processed.
12. Any complaints by the Customer may not affect the total Contract Amount or payment dates determined overleaf until the complaint has been processed.
13. If „Metalodlew” S.A. does not accept complaints which are justified in the Customer’s opinion and the Customer does not accept arguments which are justified in Metalodlew S.A.’s opinion, then, in justified cases, the opinion of an impartial laboratory certified by the Polish Centre for Testing and Certification or any other laboratory agreed by the Customer and „Metalodlew” S.A. shall prevail. The costs of testing shall be incurred by the defeated Party.
14. If the Customer fails to pay the amounts due in a timely manner, „Metalodlew” S.A. shall have the right to the statutory interest on late payments.
15. The provisions of the Civil Code shall apply to matters not regulated by these Terms and Conditions.
16. Disputes related to the performance of this Contract shall be examined by the court having jurisdiction over the registered seat of „Metalodlew” S.A..
17. Any changes to these Terms and Conditions, conditions listed overleaf and additional provisions must be in writing under pain of nullity.
18. This confirmation has been executed in two copies, one for the Customer and one for „Metalodlew” S.A.