

GENERAL TERMS OF DELIVERY

Available on our website at: www.fanar.pl

1. Range application:

- 1.1. These General Terms and Conditions of Deliveries (hereinafter referred to as the GTC) define the rules for concluding contracts for the sale of goods and provision of services between Fabryka Narzędzi FANAR SA (hereinafter referred to as the **contractor**) and the **Buyer**, which may be a legal person, an organizational unit without legal personality and a natural person running a business. .
- 1.2. These GTC are the only contractual regulation binding the parties in the sale of goods and provision of services. Thus, the parties exclude the use of other contract templates (general terms of the contract, terms of sale, contract templates, regulations, etc.) used / agreed by the **Buyer** .
- 1.3. Detailed terms of the order confirmed in writing take precedence over these provisions of the GTC.
- 1.4. The provisions contained in these GTC may only be changed in writing under pain of nullity.

2. The terms used in the General Terms of Delivery have the following meanings:

- 1) **typical catalog goods** - products and goods for which prices were given in the Seller's price lists and marked with a dot in catalogs,
- 2) **non-standard catalog goods** - products and goods included in the Seller's catalogs for which no price was given and no dot in the catalogs,
- 3) **special goods** - products and goods manufactured or delivered according to expectations, drawings and patterns The buyer.

3. Implementation of deliveries

- 3.1. Deliveries are made on the basis of orders placed via the online ordering system (IE). Orders placed using other means of electronic communication, in writing, will be processed within 48 hours.
- 3.2. Placing an order by the Buyer results in the conclusion of a purchase-sale contract on the terms specified in the offer Seller.
- 3.3. If the Buyer places an order without prior receipt of the Seller's offer, the purchase-sale contract is concluded only after the Seller confirms the order.
- 3.4. The Buyer undertakes to collect the ordered goods and services according to the Seller's catalog or other offers and made arrangements.
- 3.5. After receiving the delivery, the buyer is obliged to immediately make a qualitative and quantitative acceptance. In case of any quality defects or differences quantitative. The buyer is obliged to immediately submit a written complaint. The form is available at <https://www.fanar.pl/wsparcie/dokumentacja/> .
- 3.6. Partial execution of the order or execution of the order is allowed parts.
- 3.7 At the time of submitting the order for shipment, it is not possible to cancel this order.
- 3.8 The return of the purchased goods is possible only if they are in the current offer, the goods have no signs of use and are packed in original packaging. The return will be charged with the logistical costs of taking it back into the warehouse and will be 3% of the value of the returned goods, unless it is returned within 14 days of its purchase by electronic means. Due to the ongoing changes in the production technology, the return of goods should not apply to invoices issued more than two years ago.

4. Delivery dates

- 4.1. Orders for typical goods and catalog services and services offered, for which prices have been provided in the Seller's price list (marked with a dot in the catalog), will be implemented in the standard procedure lasting 1 business day from the date of receipt of the order or order confirmation.

___ General Terms of Delivery valid since 01.11.2022 r.

00-000 (Contract) of Product 11
15.25.2022 10:00:00
FABRYKA WAPLIKÓW PAPIEROWYCH S.A.

4.2. Orders for non-standard catalog goods and services offered - for which the price list (catalog) of the Seller does not specify the price (no dot in the catalog) and for special goods (according to the Buyer's drawings and patterns) - will be implemented after separate agreement of dates delivery. The Seller additionally introduces an express procedure for the delivery of unusual and special catalog goods needed to remove the Buyer's emergency situations. Manufacturing and their delivery will be carried out within an agreed period of up to 14 working days from the date of receipt of the order.

4.3. If the order value of the goods available from the warehouse is at least EUR 1,500 net - delivery to the Buyer or to the address indicated by him in Poland takes place with the best efforts and at the expense and risk of the Seller.

4.4. In the event that the Buyer is in default with the payment of the price for earlier deliveries, the Seller reserves the right to refrain from subsequent deliveries and the right to change the form and date of payment.

4.5. The Seller shall not be liable for any loss, damage or cost (direct or indirect) arising from Buyer's claims for errors or delays in delivery caused by the Seller's shipping company or supplier.

5. Prices

5.1. The Seller reserves that typical catalog goods and offered services are valid prices included in the Seller's current price list. The Seller shall immediately notify the Buyer about any change in the price list - including a partial one.

5.2. All prices are expressed in Euro.

5.3. Prices for the goods and services referred to in point 4.2. will be agreed with The buyer.

5.4. The prices confirmed for already accepted orders are valid despite any subsequent price changes in the price list Seller.

5.5. The seller may, as a result of separate arrangements, grant a discount for prepayment, cash payment, including cash on delivery, card paying.

9. Provisions final

- 9.1. Errors resulting from misinterpretation and printing errors do not give rise to any claims.
- 9.2. The catalog of products and services offered by the Tool Factory FANAR SA , the price list and other advertising and information materials do not constitute an offer within the meaning of the Civil Code. They are only an invitation to conduct negotiations aimed at concluding a contract.
- 9.3. Accepting these GTC, the Buyer agrees to the processing of his personal data by Fabryka Narzędzi FANAR SA and entities acting on behalf of Fabryka Narzędzi FANAR SA in Poland and abroad, in connection with the performance of contracts for the sale of goods offered by Fabryka Narzędzi FANAR SA .
- 9.4. The Buyer may not, without the consent of Fabryka Tool FANAR SA , pass the knowledge and information obtained as a result of business contacts with Fabryka Narzędzi FANAR SA to third parties in matters covered by trade secrets;
- 9.5. Any disputes arising from the implementation of these terms of delivery, the parties will try to resolve amicably. If there is no amicable settlement of the dispute, then the disputes will be resolved by the court competent for the seat Seller.
- 9.6. In matters not covered by these delivery terms, the relevant provisions of generally applicable law shall apply Polish.
- 9.7. Deviations from any of the provisions contained in this document each time require a separate written agreement.

"FANAR" SA ul. Płocka 11, 06 - 400 Ciechanów

Regon 130143575 NIP 566 - 00 - 10 - 444,

The share capital of PLN 601,700 (fully paid up) currently amounts to PLN 290,300

District Court for Łódź - Śródmieście, XX Commercial Division of the National Court Register under the number KRS 0000061203

Main bank account: BANK PEKAO SA O / Ciechanów 85 12405282 1111 0000 4896 7149 Bank account for the Buyer specified in the invoices

FABRYKA NARZĘDZI FANAR S.A.

06-400 Ciechanów, ul. Płocka 11
tel. 23 674 30 00, fax 23 672 23 31
e-mail: info@fanar.pl www.fanar.pl
NIP 566-00-10-444, REGON: 130143575

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CZŁONEK ZARZĄDU / MEMBER OF THE BOARD
DYREKTOR ZARZĄDZAJĄCY / MANAGING DIRECTOR
FANAR S.A.
MARCIN KOŁODZIEJ

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