

GENERAL SALES CONDITIONS

FERYSTER

§1. GENERAL INFORMATION

1. This document states the general rules for all commercial relations with Buyers within the framework of activity of FERYSTER, a limited liability company and limited partnership based in Iłowa (68-120), ul. Traugutta 4, entered into the Register of Entrepreneurs kept by the District Court in Zielona Góra, VIII Economic Department of KRS no: 0000590326, REGON: 080065589, NIP: 9241814861.
2. The wording used in this document should be understood as follows:
 - a. **GSC** – this document with all attachments;
 - b. **FERYSTER** – the entity indicated in point 1 above;
 - c. **Buyer** – a natural person, a legal person or an organisational entity without legal personality who is granted legal capacity by law, who uses the FERYSTER offer;
 - d. **Consumer** – a natural person performing a legal action with FERYSTER, not directly related to their business or professional activity (article 22¹ of the Act of 23 April 1964 – The Civil Code (The Journal of Laws No. 16, item 93 as amended));
 - e. **Entrepreneur** – a natural person, a legal person or an organisational entity without legal personality who is granted legal capacity by law, conducting in their own name a business or professional activity, performing a legal action with FERYSTER directly related to their business or professional activity;
 - f. **Product** – a movable property available at FERYSTER, which is the subject of the purchase agreement between Buyers and FERYSTER.
3. FERYSTER offers its products and services to Entrepreneurs and other entities who are not Consumers.
4. GSC shall take precedence over the Buyer's conditions, unless there are other mutually agreed and signed agreements between FERYSTER and the Buyer, that state otherwise.
5. Placing an order for Products shall constitute the acceptance of the GSC by the Buyer.
6. Any deviations from the general sales conditions shall require provisions in writing signed by persons authorised to represent the parties.

§2. ORDERS

1. FERYSTER conducts a production and commercial activity in the electronics sector.
2. Buyers can place orders using the following communication channels:
 - a. E-mail to the address order@feryster.pl;
 - b. Fax to no. 68-360 00 70;
 - c. In person at the FERYSTER registered office;
 - d. Through Online Partner Stores.
3. Detailed conditions for the acquisition of Products using the partner online stores referred to in point 2-e are defined in the terms and conditions of those stores.
4. By placing an order, the Buyer agrees to provide true and correct data necessary for the processing of an order, including the FERYSTER product index, the quantity of the Product ordered, and specify the delivery method.
5. FERYSTER shall not be responsible for consequences of invalid placing of an order by Buyers.
6. A purchase agreement is concluded:
 - a. for orders placed by email – upon the receipt by the Buyer of a return email from FERYSTER with a statement of acceptance of an order of Products;

- b. for orders placed by fax – upon the receipt by the Buyer of a return fax, an e-mail, or telephone information from FERYS TER with a statement of acceptance of an order of Products;
 - c. for orders placed by telephone – upon confirmation of accepting such an order by FERYS TER;
 - d. for orders placed in person – upon confirmation of accepting an order of Products by FERYS TER.
7. Please note that the average delivery time from placing an order to shipping the Product to the Buyer shall be 15 working days.
8. Without the explicit consent of FERYS TER, orders accepted for processing cannot be cancelled.
9. Except as explicitly stated in the GSC, the Buyers shall not be entitled to withdrawal from an agreement concluded remotely.
10. FERYS TER reserves the right to refuse to accept an order if the Buyer is in arrears with payments or their legal or financial situation raises concerns about the possibility of payment.
11. If it is not possible to process an order due to permanent unavailability of a Product, FERYS TER should, without delay, however not later than within 45 days from the conclusion of the agreement, notify the Buyer about this fact and return the whole payment received from the Buyer.
12. The information contained on FERYS TER websites shall not constitute an offer within the meaning of the Civil Code. Any announcements, advertisements of FERYS TER, price lists and other information about Products, supplied by FERYS TER, in particular, their descriptions, technical and performance specifications, and prices, shall constitute an invitation to enter into an agreement within the meaning of article 71 of the Act of 23 April 1964 – Civil Code (The Journal. of Laws No. 16, item 93 as amended).

§3. PAYMENTS

1. The term of payment for Buyers shall be 14 days from the date of issuing a VAT invoice by FERYS TER, unless the parties have agreed otherwise.
3. In the case where the value of an order exceeds the amount of 50 000 PLN, FERYS TER reserves the right to demand prepayment from the Buyer amounting to 50% of the value of ordered Products.
4. Price offers shall be valid for a period of 30 days from the date of issue of the offer.
5. Prices quoted in an offer shall be the EXW FERYS TER warehouse prices and include standard packaging of the Products.
6. FERYS TER shall process all orders on EXW FERYS TER warehouse conditions (ul. Traugutta 4, 68-120 Iłowa) according to Incoterms 2010.
7. The information on the FERYS TER current bank account can be found online at www.feryster.pl -> Contact tab.
8. In the case of untimely payment, FERYS TER shall have the right, without additional summons, to demand payment of statutory interest for each day of delay in payment.
9. In the case of delayed payment or non-payment of interest for delayed payment, the processing of subsequent orders of the Buyer may be withheld by FERYS TER until all outstanding payments are made.
10. FERYS TER shall reserve the right to change the prices of Products presented on its websites, post information about new Products, conduct, cancel and change promotional actions and sales. The right of FERYS TER referred to in the preceding sentence shall not affect orders placed before the date of entry into force of a price change or conditions of promotional actions or sales. The Buyer shall be informed by FERYS TER about specific conditions of promotional actions and sales. Promotions do not combine unless otherwise stated in the terms and conditions of a promotion.

§4. DELIVERIES

1. The Buyer may choose from the following methods of delivery of the ordered Products:
 - a) delivery of the Products to the address provided by the Buyer by a courier service;
 - b) self-pickup at the FERYS TER registered office.
2. The choice of the method of package collection shall be made by the Buyer when placing an order.
3. Shipping costs shall be charged according to current price lists and depend on the weight and the size of the package. The Buyer shall be informed about the shipping costs when placing an order.
4. The Product delivery costs shall be paid by the Buyer unless explicitly indicated otherwise.
5. The Buyer agrees to collect the shipped Product.
6. FERYS TER shall be bound by the date of delivery of the ordered Products only if it is confirmed in writing and a separate agreement between FERYS TER and the Buyer has been concluded, where conditions of the delivery and responsibility for the failure to comply with them within the time limit have been agreed.
7. The date of delivery indicated in the order confirmation shall be the planned date of issuing the invoice and forwarding the ordered Products to the carrier.
8. The delivery of Products shall be deemed to have been made at the moment of the release of the Product to the carrier.
9. The risk of accidental loss of or damage to the Product shall be passed to the Buyer at the moment of the release of the Products to the carrier.
10. In the event of loss of or damage to the Products during transportation, the Buyer can make a complaint about the delivery service by addressing the appropriate carrier.

§5. GUARANTEE

1. FERYS TER shall grant the Buyer a guarantee on sold Products for a period of 12 months from the date of issuance of the invoice.
2. Guarantee claims must be submitted to the following address: reklamacje@feryster.pl.
3. A guarantee claim shall not entitle the Buyers to withhold payment for the Products.
4. The guarantee shall not apply to custom-made Products.
5. The Buyer shall be obliged to examine the delivered Products within 7 days from the date of delivery and notify FERYS TER in writing of deficiencies and shortcomings.
6. FERYS TER shall consider a guarantee claim within 7 days of its receipt. If a guarantee claim is accepted, FERYS TER shall notify the Buyer of the manner of processing of the claim.
7. A guarantee claim shall be processed through replacing the Products with those free from defects or by returning the paid amounts, at the choice of FERYS TER. FERYS TER shall not bear the costs associated with the replacement of defective Products that have already been installed, as well as the costs of the damage caused by the installation of a defective item.
8. The guarantee shall not cover Products which have been damaged due to incorrect installation, independent attempt at repair, or usage other than the intended purpose of Products.
9. The parties shall exclude the liability of FERYS TER under the warranty physical and legal defects of a Product.

§6. FORCE MAJEURE

1. FERYS TER shall not be liable to the Buyers for non-performance of contractual obligations, in whole or in part, if external events occur, referred to as the "force majeure", beyond its control. The term "force majeure" shall mean any unforeseen and beyond the control of

FERYSTER events occurring after the conclusion of the agreement, including: war, riots, disasters, floods, fires, disruption of public transport, strikes.

2. In the case of force majeure, FERYSTER shall inform the other party not later than within 7 days from the occurrence of the event.
3. If the force majeure exceeds 60 days, each party shall have the right to withdraw from the agreement without payment of any compensation.

§7. AMENDMENTS TO THE GSC

1. Any amendments to the GSC are published on the FERYSTER website. Information about amendments to the GSC will be made available not later than 14 days before the introduction of the amended GSC.
2. Amendments to the GSC do not affect orders placed before the entry into force of such amendments.
3. The GSC shall not require amending due to the introduction of promotions, contests or additional services by FERYSTER, which detailed terms and conditions will be determined in each case in attachments to these GSC.

§8. FINAL PROVISIONS

1. The content of the prevailing GSC is made available free of charge on the FERYSTER website and may be recorded in particular by printing, copying to a medium or downloaded at any time from the FERYSTER website.
2. Invalidity of one of the provisions of the GSC effected by a ruling of a competent court does not invalidate the remaining provisions of the GSC.
3. In all matters not regulated herein, provisions of the Polish law in force shall apply.
4. Any disputes arising from the execution of agreements on the basis of these GSC shall be submitted for resolution by Polish common courts having jurisdiction of the FERYSTER registered office.