

§ 1
General provisions

1. Based on these general sales, delivery and payment conditions, hereinafter referred to as "G.S.C.", MC Bauchemie Sp. z o.o. with registered office in Środa Wielkopolska, entered into Register of Entrepreneurs of National Court Register under number 0000143389, having tax identification number NIP: 781-00-19-147, hereinafter referred to as the Seller, shall conclude contracts of sale of offered products with sole traders, legal entities and organisational units without legal personality, hereinafter referred to as the Buyer.
2. The present G.S.C. apply to all sales contracts. Different arrangements or supplementation of G.S.C. shall be made in writing. Provisions of Buyer's general terms of agreements shall not be valid. The principle is also effective in the event when MC Bauchemie does not express an explicit objection to the General Sales, Delivery and Payment Conditions of the Buyer.
3. The Buyer shall receive the present G.S.C. at the latest with the first delivery, however the Seller shall enable the Buyer to familiarise himself with the content of G.S.C. already before conclusion of the agreement, in particular by making G.S.C. available in electronic form in such a way that the Buyer may store and refer to G.S.C. in normal course of actions. Currently binding G.S.C. are available at the following address: http://www.mc-bauchemie.pl/downloads/OWS_EN.pdf

§ 2
Terms of sales

1. An order as a rule should be placed by the Buyer in writing and shall be signed by an authorised representative of the Buyer, however this does not exclude the possibility of placing orders using means of long distance communication. Order shall include all detailed information referring to the goods being ordered such as: name and description of the goods, quantity, quantity units, price and delivery date.
2. An order can also be placed in an electronic form, e.g. by fax or electronic mail (e-mail). In such a case the Seller may request written confirmation of the placed order by a persons authorised to conclude agreements, within three days from the order placement date.
3. An order is binding for both parties from the moment the Buyer receives an order confirmation from MC Bauchemie. The confirmation shall be made in writing or by using means of long distance communication, e.g. by fax or electronic mail (e-mail).
4. The Seller has the right to change, or supplement the order, if he cannot fulfill it, due to the lack of the adequate assortment regarding its quantity or quality. In such a situation the order becomes binding for both parties from the moment the Seller receives a written or electronic confirmation of the modified order from the Buyer.

§ 3
Delivery

1. Delivery date specified in the order is an estimation only and it is meant as guidance. If parties agree on any other date, it should be understood as final only if its fulfillment is possible, in particular if an event of force majeure or any other circumstance beyond the control of the Seller does not occur.
2. Delivery dates specified in the order, if accepted by the Seller, should not be treated as final dates but as guidance and estimated delivery dates. If the Buyer intends to withdraw from the agreement after the Seller exceeds the delivery date, he should inform the Seller about it in writing. In such a case the Seller shall not be obliged to pay any compensation. Also, omission of delivery for other reasons, for which the Seller is not responsible, shall not provide basis for claiming compensation from the Seller either.
3. Deliveries are effected in the Seller's office or manufacturing plant. Other arrangements are valid only if they have been made in writing.
4. In case when the Buyer collects goods with its own transport, all benefits and burdens connected with the subject of the agreement and risk of accidental loss or damage of goods shall pass onto the Buyer on providing goods to the Buyer at the Seller's warehouse, in accordance with terms of delivery EXW as per Incoterms 2000.
5. In case when goods are shipped to the Buyer's address via a carrier chosen by the Buyer, all benefits and burdens connected with the ordered goods as well as risk of accidental loss or damage of goods shall pass onto the Buyer on providing goods to the carrier in accordance with terms of delivery CIP as per Incoterms 2000.
6. On collecting goods the Buyer has an obligation to check the goods with respect to assortment and quantity. If on collecting goods the Buyer notices a difference in quantity or assortment between the delivered goods and the goods defined in shipping documents or detects damage of the goods, he should write his reservations into the consignment note or into the delivery specification.
7. Failure by the Buyer to check the goods in the manner specified in section 6 above or to report its observations, as mentioned in section 6, shall result in Buyer's loss of all claims referring to assortment or quantity deficiencies in the ordered goods.
8. The Person receiving the goods for and on behalf of the Buyer has to be authorised to do so and on request of the Seller should present written authorisation to collect goods, which has been issued by a person authorised to represent the Buyer.
9. The Buyer collecting goods from the Seller's warehouse with his own transport has an obligation to control and confirm with his signature the conformity of goods with the order with respect to quantity and assortment in the presence of an authorised representative of the Seller releasing the goods. Provisions of § 3, sections 5 and 6 apply accordingly.

§ 4
Prices

1. All quoted prices are non-binding and may change depending on the situation in the raw material market.
2. The Seller reserves the right to change prices.
3. On publishing the new pricelist, all previous pricelists cease to be binding.
4. VAT and other taxes are not included in prices and will be charged additionally.

§ 5
Terms of payment

1. MC Bauchemie reserves the right to demand cash or advance payment.
2. If securities which MC Bauchemie considers sufficient are presented, payment within 14 days from invoice issue date may be granted. Until payment for goods is made in full, the goods remain the property of MC Bauchemie.
3. If payment of amounts receivable is delayed, even due to one invoice only, the Seller reserves the right to consider all amounts receivable immediately due, including payment resulting from invoices that are not yet due. Currently applicable statutory interest as well as costs of debt collection proceedings shall be accrued for each day of the delay starting on the first day of the delay in payment. Furthermore, the Buyer undertakes on demand of the Seller to immediately make unpaid goods available and provide them to the Seller.

§ 6
Claims

1. Claims made in writing shall be addressed at the Seller. The Seller shall provide written reply to the filed claim within 14 days from its receipt. In case of justified claims defective goods shall be replaced for goods free of defects, and in case of quantity claims appropriate quantity of deficient goods shall be delivered. Filing of a complaint does not exclude the Buyer's obligation to pay the price in full.
2. The filed complaint shall be resolved after it has been accepted in writing by the Seller. In each case the claim towards the Seller may not exceed the value of goods delivered by him. A possibility to introduce changes in chemical composition of products based on latest research results is expressly reserved.
3. Claims referring to assortment and quantity of delivered goods shall be considered only if the above defects are reported promptly after goods are collected and the Buyer fulfills all obligations resulting from § 3 above regarding checking of supplied goods.
4. Apart from the claim referred to section 1 above, all other claims of the Buyer are excluded, in particular claims referring to warranty for physical defects and compensation claims of any kind.

§ 7
Packaging

1. Containers and packages in which the ordered goods are delivered to the Buyer are disposable and shall not be returned to the Seller.
2. The following types of collective packaging are used for deliveries within the meaning of the Act of 11 May 2001 on packaging and packaging waste, containing multiple containers or packages:
 - a) containers 1000 L (IBC), which are the property of the Seller,
 - b) pallets (EUR pallets, pallets with dimensions 2,62 x 0,62 m, 2,62 x 1, 21m, 2,05 x 1,21 m and 0,80 x 0,60 m).
3. The above specified pallets are included in orders placed by the Buyer. The ownership of the pallets passes onto the Buyer at the moment the goods have been released on pallets, after issuing a VAT invoice including the price for the product and for the pallets.
4. Detailed conditions for the settlement of collective packaging can be found in the regulations on packaging management, which is available at the following address: http://www.mc-bauchemie.pl/downloads/Zasady_obrotu_opakowaniami_zwrotnymi.pdf

§ 8
Usage, processing

1. The Seller supply goods in large containers. If these are two-component containers, they may contain product ingredients in proportions other than those suggested by the manufacturer. These special packages are intended exclusively for Buyers that possess appropriately trained personnel (and equipment necessary for proper unloading, mixing in proper proportions and use of the material). Ratio of ingredients in the mixture set by the Seller and given in the technical data sheet cannot be changed.
2. Seller's detailed usage manuals or written recommendations shall be used for the processing of products. Above all, however, one should take into account the commonly accepted state of technical knowledge and applicable sets of rules and regulations. European rules and standards provide guideline on current state of technical knowledge. Before using the product it should be applied to a trial surface. Due to the fact that many factors may influence material consumption, data concerning requirement are not binding for the Seller.
3. Guarantee of usability of goods for a purpose intended by the Buyer, in particular in case of serial application in Seller's products in an industry, is effective only if the Seller additionally confirms the properties of goods in a legally binding way or if these properties can be derived from currently effective technical manuals. Furthermore, in each case, adherence to general rules of building art and other principles of building practice is indispensable. The Buyer shall be responsible for making sure that products are processed only by trained and properly educated personnel, and that the processing is done according to the state of technical knowledge and effective requirements of environmental protection.
4. Advice of the Seller towards the customer, specialist consultancy as well as advice from fellow employees, sales representatives or local branches connected with the Seller do not justify filing any claims. In no case is supervision of the building site or construction management provided by the above mentioned representatives of the Seller.

§ 9
Force majeure, extraordinary change of relations

1. In periods of extraordinary change of relations, in particular during occurrence of force majeure or sudden deficiency of raw materials or drastic and short-lived price increases of raw materials, which could not be foreseen by the parties on conclusion of the agreement, the Seller reserves the right to change the method of execution of the agreement (e.g. change of delivery date) as well as to treat orders placed and accepted by him as non-binding under new circumstances.
2. The Seller shall bear no responsibility, in particular liability for damage, if obligation to fulfill the order is impossible or if a delay occurred for reasons that are not attributable to the Seller.
3. The Seller is obliged to promptly notify the Buyer of reasons for the delay or failure to make the delivery unless the current circumstances make such a notification impossible. If the delay exceeds 30 (thirty) days, each party has a right to withdraw from the agreement, without the right to claim any compensation or interest due to delay. If the agreement provided for partial deliveries, possible withdrawal from the agreement shall be limited to the delayed or failed delivery, and shall not concern deliveries planned for a later date which are possible to effect.

§ 10
Preventive measures

The Seller warns that one needs to adhere to all statutory and non-statutory regulations aiming at prevention of accidents. It refers in particular to reactive resins and products containing solvents.

§ 11
Governing law

Polish law shall exclusively apply to sales agreements concluded between the Seller and the Buyer and provisions of United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April, 1980 ("The Vienna Convention") shall be excluded.

§ 12
Competent court

All possible disputes shall be settled by the competent court taking into account the registered office of the Seller.