

General Terms and Conditions of Sale of Kopro Sp. z o.o.

I. Introduction

1. These general terms and conditions of sale apply exclusively to transactions in which Kopro sp. z o.o. (KRS: 0000597807) in Zbrostawice acts as the seller.
2. Terms and conditions accepted in full by both parties in a separate document shall take precedence over the provisions of the General Terms and Conditions of Sale if they conflict with them.
3. The Offer and Order Confirmation take into account all the terms and conditions contained in this document. Other terms and conditions proposed by the Buyer will not be taken into account by Kopro Sp. z o.o., unless Kopro Sp. z o.o. has accepted them in writing.
4. Any typographical, clerical or other errors that may appear in sales brochures, quotations, price lists, invoices or other documents may be corrected by Kopro Sp. z o.o. without incurring any liability.
5. The provisions of the General Terms and Conditions of Sale shall apply only for the duration of the Agreement.
6. The agreement signed by both parties or the customer's order together with the order confirmation from Kopro Sp. z o.o. forms an integral part of the General Terms and Conditions.

II. Offers, orders and specifications

1. Each offer submitted must be signed by an authorised representative of Kopro Sp. z o.o. in order to be valid.
2. All orders placed by the Buyer shall be considered accepted by Kopro Sp. z o.o. only after they have been confirmed in writing by Kopro Sp. z o.o. or its authorised representative.
3. The quantity, quality requirements and specifications of the Product must be specified in the price offer submitted by Kopro Sp. z o.o. (if accepted by the Buyer) or in the Buyer's order (if accepted by Kopro Sp. z o.o.). Each of these specifications, commercial information, special conditions, etc. shall be treated as strictly confidential and shall not be available to third parties.
4. The Buyer is responsible for informing Kopro Sp. z o.o. of the exact terms and conditions of the order and for providing Kopro Sp. z o.o. with the necessary product information in a timely manner so that the order can be fulfilled.

5. If the products or services are to be manufactured or performed by Kopro Sp. z o.o. in accordance with the specifications/documentation submitted by the Buyer, the Buyer shall indemnify Kopro Sp. z o.o. against any losses, damages, costs and expenses awarded against Kopro Sp. z o.o. or incurred by Kopro Sp. z o.o. in connection with any claims for infringement of patents, copyrights, designs, trademarks or other industrial or intellectual property rights of other persons arising from the use by Kopro Sp. z o.o. of specifications, documentation or other items provided by the Buyer.

6. Kopro Sp. z o.o. reserves the right to unilaterally change the specifications of the products indicated in the order. The changes will be in accordance with applicable law or specifications in force at Kopro Sp. z o.o., without affecting the quality and performance of the product.

III. Product prices

1. Product prices are prices indicated exclusively by Kopro Sp. z o.o. and are net prices to which the amount of value added tax at the applicable rate is added.

2. Kopro Sp. z o.o. reserves the right to inform the Buyer at any time prior to delivery of price changes caused by changes in costs resulting from factors beyond the control of Kopro Sp. z o.o. (e.g. exchange rate fluctuations, currency regulations, changes in customs costs, significant increases in material and other production costs) or of a change in the delivery date.

3. Unless specified in the terms and conditions of the offer or agreed in writing between the Buyer and Kopro Sp. z o.o., prices are ex works (as defined in EXW in INCOTERMS 2020). If Kopro Sp. z o.o. agrees to deliver the products in a different manner, the costs, liability and transfer of ownership shall be in accordance with the agreed INCOTERMS 2020 terms.

IV. Terms of payment

1. The Buyer shall pay for the ordered products in accordance with the terms specified in the documents issued by Kopro Sp. z o.o. (order confirmation and invoice). Unless Kopro Sp. z o.o. decides otherwise, payments shall be accepted by bank transfer only. Cheques or bills of exchange are not accepted as means of payment.

2. Kopro Sp. z o.o. may require the Buyer to provide a bank guarantee issued by a globally recognised bank and accepted by Kopro Sp. z o.o. In such cases, the order will only be accepted and processed after the Buyer has submitted a bank guarantee. Bank guarantees are issued at the Buyer's expense, taking into account the data provided by Kopro Sp. z o.o.

3. If the Buyer fails to comply with the terms of the contract and does not make payment (in whole or in part) on time, Kopro Sp. z o.o. reserves the right to:

a) charge the Buyer, without prior notice, with the costs of court and out-of-court proceedings and interest at the rate specified by law,

b) suspend all deliveries/suspend the provision of services to that buyer,

c) withdraw from the contract if the Buyer is at least 7 days late with payment.

V. Modification or cancellation of an order

1. A buyer who wishes to modify or cancel an order that has been placed and accepted must bear all costs incurred by Kopro Sp. z o.o. until the date of receipt of the request for modification or cancellation of the order. The buyer must bear the costs of materials purchased for the purpose of fulfilling their order, even if these materials have not yet been delivered to Kopro Sp. z o.o.

2. In the event of a change in the terms of the order, Kopro Sp. z o.o. will send the Buyer a new price and proposed delivery date. If such an offer is accepted by the Buyer, Kopro Sp. z o.o. shall prepare and submit a new order confirmation. In the event of disagreement, this shall be tantamount to the cancellation of the order placed by the Buyer and the payment of the above-mentioned costs.

VI. Delivery

1. In accordance with the EXW definition contained in INCOTERMS 2020, the goods shall be collected by the Buyer at the location specified by Kopro Sp. z o.o. The Buyer must specify the date of collection within a maximum of 5 days from the date of receipt of the notification of readiness for shipment.

2. If the Buyer fails to collect the goods within 30 days of receiving the above notification, Kopro Sp. z o.o. will charge the Buyer additional storage and handling costs.

3. If a specific delivery date is specified in the contract, Kopro Sp. z o.o. is responsible for delivering the goods within the agreed time frame. In the event of a breach, the Buyer has the right to set a new realistic delivery date after consultation with Kopro Sp. z o.o..

4. The Buyer may claim compensation if Kopro Sp. z o.o. (or its representatives) has failed to fulfil the delivery contract intentionally or as a result of gross negligence.
5. If, for any reason, the Buyer is not ready to receive the goods on the agreed date, the Buyer nevertheless undertakes to pay for the goods as if they had actually been delivered.
6. The risk associated with unloading and storing the goods shall be borne by the Buyer, as shall the costs associated with these operations.

VII. Transfer of risk

1. The risk of damage or loss of goods or deterioration in their quality shall pass to the Buyer as follows:

- in the case of goods to be collected from a location specified by Kopro Sp. z o.o. (in accordance with EXW, as defined in INCOTERMS 2020), at the moment when Kopro Sp. z o.o. informs the Buyer that the goods are ready for collection,
- in the case of goods to be delivered outside the premises of Kopro Sp. z o.o., the transfer of risk shall be in accordance with the Incoterms 2020 terms agreed by the parties.

VIII. Retention of title

1. The goods shall be deemed the property of the Buyer when Kopro Sp. z o.o. receives full payment for the goods and services for which the Buyer has undertaken to pay, regardless of delivery and transfer of risk in connection with the products or other provisions of these terms and conditions.

2. Kopro Sp. z o.o. shall have the full right to recover any Products deemed to be the property of Kopro Sp. z o.o., to sell them or to use them in any other way.

IX. Patents, utility models

If new design concepts or models are created based on concepts or designs developed by Kopro Sp. z o.o. or on behalf of Kopro Sp. z o.o.,

in particular through the merger, modification or combination of documentation, Kopro Sp. z o.o. shall be considered a co-inventor in this regard.

X. Warranty

1. The Buyer undertakes to inspect the purchased product upon receipt (EXW or FCA Incoterms 2020 condition) or immediately upon receipt for visible damage (usually caused by transport) – other Incoterms 2020 conditions.
2. If, after receipt of the product, it turns out that the product is not in conformity with the contract, the Buyer undertakes to immediately inform Kopro Sp. z o.o. in writing of the discovery of non-conformity.
3. If the Buyer fails to immediately notify Kopro Sp. z o.o. of any non-compliance, Kopro Sp. z o.o. may not accept the Buyer's complaint.
4. Kopro Sp. z o.o. guarantees that all products delivered under the contract are free from material defects and manufacturing defects. This is guaranteed by the relevant specifications and design documentation (if detailed documentation is not provided by the Buyer). Unless otherwise agreed, Kopro Sp. z o.o. shall not be liable for any use of the product other than as agreed.
5. The warranty for products resold by Kopro Sp. z o.o. is only granted in the event that the Buyer does not receive full compensation from the original manufacturer.
6. The warranty provided by Kopro Sp. z o.o. is subject to the following conditions:
 - a) Kopro Sp. z o.o. shall not be liable for defects resulting from specifications or designs provided by the purchaser.
 - b) Kopro Sp. z o.o. shall not be liable for defects resulting from unauthorised modifications, misuse, abuse, negligence, corrosion, use outside the intended conditions, processing or improper maintenance of the products sold.
7. Kopro Sp. z o.o. will consider all justified claims regarding the product based on quality defects, product condition or defects resulting from non-compliance with specification requirements, provided that the claim is submitted in accordance with the provisions of the General Terms and Conditions of Sale, in particular paragraph 3.
8. When considering a complaint, Kopro Sp. z o.o. has the right to replace or repair the product at its own discretion. If Kopro Sp. z o.o. is unwilling or unable to replace or repair the products, the Buyer is entitled to compensation limited to the purchase price of the goods.
9. Transport of the product to and from the registered office of Kopro Sp. z o.o. for the purpose of removing the defect, as well as disassembly of the product, are not covered by the warranty and their costs shall be borne by the Buyer.
10. Any repairs carried out by the Buyer without the written consent of Kopro Sp. z o.o. shall be carried out at the Buyer's own expense and under their full responsibility.

11. The warranty agreed under this agreement is granted for a maximum period of 12 months from the date of notification of the product's readiness for shipment or receipt of the product/service.

XI. Compensation

1. Kopro Sp. z o.o. shall be liable for damages only in the event of intentional misconduct or gross negligence of its obligations towards the Buyer.

2. Kopro Sp. z o.o. shall not be liable for any breach of its obligations if the damage is caused by circumstances beyond its control, namely force majeure (e.g. flood, storm, epidemic, terrorist attack, political events, national regulations, strikes, sabotage and acts of lawlessness).

3. The amount of compensation for non-compliance with the contract may not exceed the value of the delivery.

4. The extent to which Kopro Sp. z o.o.'s liability is excluded or limited also applies to the personal liability of its employees, agents and authorised persons acting on its behalf.

XII. Product liability

Without prejudice to its rights and without limitation, the Buyer shall fully indemnify Kopro Sp. z o.o. against any third party claims asserted against Kopro Sp.

z o.o. on the basis of product liability in relation to all cases that occurred after the transfer of risk to the Buyer.

XIII. Additional provisions

1. Kopro Sp. z o.o. reserves the right to improve or modify products without prior notice to the purchaser, provided that such improvement or modification does not affect the quality of the product.

2. These general terms and conditions replace and cancel all other obligations and guarantees relating to the subject matter of any agreement concluded orally or in writing prior to the date of signing the agreement containing these terms and conditions.

XIV. Competent court

The court competent to settle disputes arising from the contract concluded between Kopro Sp. z o.o. and the Buyer shall be the court competent for the registered office of Kopro Sp. z o.o..

These General Terms and Conditions of Sale shall enter into force on 1 April 2025.