

## GENERAL TERMS AND CONDITIONS OF SALE

of the company Empreo-lab Kamil Chrzęścijański registered at Stanisława Sulimy 1 82-300 Elbląg Poland. The following terms and conditions of sale shall apply to all the goods and services of Empreo-lab Kamil Chrzęścijański (referred to as the seller) sold to the customer. All agreements between the seller and the customer shall be in writing.

### 1. Quotations and orders

1.1 Requests for seller's quotations and orders shall be sent to [sales@empreo-lab.eu](mailto:sales@empreo-lab.eu). Requests for quotations or orders placed by telephone are binding only if seller will receive the same request in written. Requests for quotations or orders placed by telephone are without obligation.

1.2 Quotations and proforma invoices are valid until specified date.

1.3 Technical data, stock availability, marketing materials, samples are provided on customer's request.

### 2. Prices

2.1 All the prices of the products and services are presented in official Empreo-lab price list provided on request. The prices in our price list are EXW warehouse, exclusive of VAT and valid until specified date. Price list may be changed before specific date.

2.2 Prices presented in quotations are valid until specified date.

2.3 All transportation, shipping and duty cost shall be paid by the customer unless otherwise specified. Seller agrees to arrange shipping and all related procedures only when shipping fee will be included in seller's offer.

### 3. Delivery

3.1 Quotation or proforma invoice will include an agreed shipping date. An agreed delivery date is not a deadline unless date of delivery was expressly agreed in the offer and was important factor of it.

3.2 Exceeded date of delivery for whatever reason does not give to the customer any right to compensation or breaking terms and conditions of quotation or proforma invoice.

3.3 An order delivered in parts will be invoiced in separated commercial invoices.

### 4. Payment

4.1 Unless otherwise provided, customer is obligated to pay in advance for entire project or order to the bank account of the seller indicated in quotation or proforma invoice.

4.2 All bank charges arising from payment will be credited to customer's party.

### 5. Intellectual and industrial property rights

5.1 The data such as price list, all technical documentations, drawings, plans, dimensions, weights etc. shall remain the property of the seller and may not be made available to third

parties without confirmed requested in written and expressly agreed.

5.2 Trademark, patent, trade name, model, copyright do not pass to third party unless expressly agreed.

### 6. Complaints

6.1 Seller accepts complaints connected with shipping damage provided in written within 10 business days after the day of final delivery of the goods supported with copy of packing list, photographs of damaged goods and damaged claim signed by shipping company or courier.

6.2 Seller considers complaint within 5 business days after receiving complete documents in written. Goods damaged during shipping shall be replaced free of charge. Seller reserves the right to demand return the claimed goods to seller warehouse on customer's cost.

6.3 Complaints does not discharge the customer from the obligation to make payments in accordance with the invoice.

### 7. Warranty

7.1 Seller guarantee 2 years warranty. Seller shall replace the goods supplied that are direct consequence of use faulty material or of manufacturing faults, free of charge. Date of guarantee shall be counted from a delivery date.

7.2 A complaint under warranty, in detail and in writing must be lodged with seller immediately, within 10 business days after defected was discovered.

7.3 Products of which a claim is lodged under warranty must not be sent to us before consulting with us.

7.4 The warranty does not cover damage caused by improper use of the product, improper storage of the product in the Buyer's warehouse or other Buyer's culpable actions. The Seller is not responsible for the final products that the Buyer can produce. The seller does not bear any responsibility and does not cover any costs of services related to the need to repair or replace the goods.

### 8. Force Majeure

8.1 Neither party will be liable for any loss or damage which will be a result of nature or the public enemy including wars, terrorism, civil disturbance, act of government, pandemic etc.

*Updated: 04.07.2020*