



GENERAL TERMS AND CONDITIONS OF SALES
NOEL s.c., Kraków, ul. Kołodziejka 1, POLAND

1. General Terms and Conditions (hereinafter referred to as GTC) define the rules of reaching sales agreements for products offered by “NOEL” s.c.
2. The GTC form an integral part of all sales agreements, unless the parties come to a different arrangement in writing.
3. The GTC are supplied for information and approval by the Buyer as an appendix to partnering agreements or at the point of an order being made by a private person or company, and are available online: www.stabilo.krakow.pl
4. Both parts of a transaction acknowledge that the provisions of GTC, which is available online at www.stabilo.krakow.pl, are compulsory for both “NOEL” s.c. and the Buyer, and that the Buyer is familiar with them. The Buyer is informed of the GTC at the point of order confirmation at the latest. If no stipulations are supplied in writing, the GTC are considered to be accepted by the Buyer. If the Buyer retains a regular trade relationship with “NOEL” s.c., the acceptance of the GTC for one order results in them being accepted for subsequent orders.

I. OFFERS, CATALOGUES, TRADEMARK PROTECTION

1. Offers, advertisements and other publicity for products offered by “NOEL” s.c. are provided for information purposes. Drawings, photographs, diagrams and prototypes enclosed with a proposal are for demonstration purposes only and may differ from the current offer.
2. Goods supplied by “NOEL” s.c., as well as all documents and drawings, are subject to regulations protecting turnover, patents and intellectual property.
3. Offer documents remain the property of “NOEL” s.c. and must not be made available to third parties without prior written permission from “NOEL” s.c.

II. ORDERS

1. Orders should be made in writing and submitted by fax or email.
2. The order should include:
 - order date
 - the Buyer’s details including address and Tax Identification Number.
 - signature of the person placing the order
 - description of goods and quantities according to “NOEL” s.c.’s codes
 - mention of any special offer or other arrangements
 - measurements according to data available on the webpage and in folders

III. REACHING AN AGREEMENT

1. The parties reach an agreement at the point of written confirmation of the order by “NOEL” s.c.
2. “NOEL” s.c. assigns its own internal order number which must be used in any further correspondence concerning the agreement.



IV. DELIVERY

1. Unless agreed otherwise, the delivery term is 14 days from the moment of order confirmation by “NOEL” s.c.
2. The delivery term is recognised to have been kept by “NOEL” s.c. if the goods left the warehouse of “NOEL” s.c. prior to the agreed delivery date.
3. If more than one batch of goods was ordered, “NOEL” s.c. may deliver the individual goods separately, unless the Buyer stated that the delivery of the entire order at once is essential.
4. The Buyer covers all the costs of transport.

V. RISK MANAGEMENT

1. In the event that the goods are sent to the Buyer via a courier, the transition of benefits and burdens involved with the subject, as well as the risk of accidental loss or damage of the goods, occurs at the point of transfer of the goods to the Buyer. If at the point of receipt of the goods the Buyer finds the goods to be damaged or a discrepancy from the courier’s documentation, he must immediately enter the stipulation in the delivery or complaint form. This aims to establish the courier’s responsibility if any. By not completing the abovementioned document the Buyer accepts the goods without stipulation and forfeits his entitlement to a warranty on defects of the goods.
2. In the event that the Buyer collects the goods by means of his own transport, the transition of benefits and burdens involved with the subject, as well as the risk of accidental loss or damage of the goods, occurs at the point of collection of the goods from “NOEL” s.c.’s warehouse.
3. The Buyer’s entitlement to a warranty is limited to an exchange of faulty Goods.

VI. INABILITY TO DELIVER

1. “NOEL” s.c. is not held responsible if the delivery of the goods is impossible or delayed for reasons outside of its control. “NOEL” s.c. is obliged to inform the Buyer immediately of any reasons which may result in the delivery being delayed or impossible.
2. If the delay period is greater than 14 days, each party is entitled to withdraw from the agreement without the right to demand compensation. If the agreement anticipated the delivery to take place in several shipments, any waiver concerns the non-delivered part of the order.

VII. PAYMENT TERMS

1. The goods are invoiced according to the prices on the latest pricelist, unless the parties have agreed otherwise.
2. Buyer may demand to be given a final, pre-agreed price in the confirmation of the acceptance of the agreement.
3. The Buyer has no right to claim deductions against “NOEL” s.c.



VIII. PAYMENT DEADLINES

1. Payment deadline starts from the day of the issue of the invoice.
2. The due date of payment, agreed between the parties, will be noted on each invoice issued by “NOEL” s.c.
3. “NOEL” s.c. reserves the right to set the payment deadline. “NOEL” s.c. also retains the right to make the order dependent on a guarantee of payment or pre-payment for the ordered goods.

IX. DELAYS IN PAYMENT

1. If the amount due indicated on the invoice had not been settled in due course, “NOEL” s.c. is entitled to: - demand statutory interest from the Buyer -demand immediate payment of all invoices whose deadline has not yet passed -withhold delivery of accepted orders

X. STIPULATION OF OWNERSHIP OF THE GOODS

1. “NOEL” s.c. reserves the right to ownership of the goods until it receives full payment from the Buyer.
2. This stipulation may not in any way alter the regulations outlined on p.1 para. V regarding risk management.
3. In the event that the Buyer is able to release the stipulated goods to “NOEL” s.c., but refuses, he will bear responsibility for the payment of a penalty fee of 200% of the invoice value of the goods.

XI. WARRANTY TERMS

1. “NOEL” s.c. provides the Buyer with a warranty for the correct functioning of the purchased goods.
2. The warranty is valid for 12 months from the date of purchase, unless the parties agree otherwise in writing.
3. The Buyer is committed to check the received goods immediately for quantities and any faults.
4. Complaints regarding evident faults should be reported within 7 days of the reception of goods.
5. If the complaint is accepted as valid, “NOEL” s.c. commits to repair the damaged goods if possible, or exchange if not. The resolution of the complaint in the abovementioned way excludes the option of further compensation.
6. In order to confirm the Buyer’s warranty rights, “NOEL” s.c. will issue the Buyer with Usage Instructions including detailed warranty conditions.
7. The Buyer should supply “NOEL” s.c. with a proof of purchase in order to validate the warranty.
8. The Buyer will cover the costs of delivery of the goods under complaint to “NOEL” s.c.’s headquarters.
9. “NOEL” s.c. declares a 3-day term for consideration of the complaint and a 21-day term for the repair of the fault.
10. “NOEL” s.c. is not responsible for damage caused by usage inconsistent with the terms described in the Usage Instructions. Usage of goods without prior familiarisation with the Usage Instructions is not permitted.



XII. CONTENTIOUS ISSUES

1. Contentious issues not described in the abovementioned General Terms and Conditions are covered by the appropriate regulations of the Civil Code.
2. "NOEL" s.c. and the Buyer will strive to resolve any disputes resulting from carrying out the agreement described by these conditions out of court.
3. The court local to the headquarters of "NOEL" s.c. will be the court responsible for the resolution of any disputes.