



GENERAL TERMS AND CONDITIONS OF SALE AND SUPPLY OF CONCRETE

JOACHIM DUDA TRADE” a limited liability company based in Opole, 45-081 Opole, ul. Piastowska 3, entered in the Register of Enterprises under National Court Register Number KRS 0000020657, NIP [Tax Identification Number] 754-21-47-944, with share capital amounting to 1.700.000,00 PLN, establishes “General Terms and Conditions of Sale and Supply of Concrete” pursuant to Art. 384 and 385 of the civil code hereinafter referred to as "Terms" which constitute provisions of sales (supply) contracts concluded by the Company (“Manufacturer”, “Supplier”) within the scope of conducted business activities.

§ 1

1. A supply (sales) contract of concrete is concluded at the moment of Supplier’s confirmation of order placed by the Recipient which specifies the type and amount of ordered product as well as date and time of delivery. Orders may be placed in a written form, by means of fax or telephone.
2. At confirmation of receipt of order the terms and conditions of contracts agreed upon by the parties are binding and their supplementation or amending requires approval of both Parties. All possible errors in the accepted order incriminate the Recipient.

§ 2

1. The prices of products offered by the Manufacturer (Supplier) are contractual prices, and the binding price for the Party is the price from the date of delivery (ex works or free).
2. In case of contracts executed over a longer period of time, regardless of their content, the Manufacturer (Supplier) reserves the right to change the prices in case of the increase of cost that justifies the change of the price of the final products.

§ 3

1. Handing over the goods that are the subject of the contract takes place in the production plant of the Manufacturer, and in case of delivery with transport service by the Manufacturer – in a different place agreed upon by the Parties.
2. The time of receipt of goods delivered by the Manufacturer is determined individually for each delivery.
3. If non-compliance with agreed terms of delivery results from circumstances for which the Supplier does not bear any responsibility, it has the right to delay the delivery or its remaining part by the period of disturbance or withdraw from delivery under the condition of immediate written notification of the Recipient of such situation providing the reasons for such action.
4. In case of refusal or delay in receipt of ordered goods by the Recipient, it shall compensate the Supplier for any resulting damage, unless they occurred due to the fault of the Supplier.

§ 4

1. The payment for delivered products shall be made in time indicated in the invoice issued by the Manufacturer (Supplier).
2. The due payment shall be transferred to a bank account indicated in the invoice.
3. All non-cash settlements require previous written agreement of both Parties.
4. In case of no payment within the determined period of time, the Supplier shall have the right to charge the Recipient statutory interests for every day of delay in accordance with regulations as in force at present.

§ 5

1. The Manufacturer ensures that the offered for sale (delivery) goods are of good quality and are in accordance with valid technical and industry standards.
2. The Manufacturer shall not bear responsibility for defectively laid and cured concrete.
3. Any complaints in relation to the delivered goods must be submitted in a written form in the Headquarters of the Company or in

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P R O K U R A :	UL. PIASTOWSKA 3	TEL 77/4419812	I ODDZIAŁ W OPOLU
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the production plant:

- a) for quantitative complaints – within 3 days from the date of delivery;
- b) for qualitative complaints – within 45 days from the moment of laying concrete - made on the basis of samples stored in laboratory conditions in accordance with standards as in force at present.

§ 6

All amendments to the Terms require written consent of the Manufacturer (Supplier).

§ 7

All disputes that may arise as a result of performance or interpretation of provisions of this Contract shall be examined by Commercial Court in Opole.

§ 8

As to the issues not regulated by the Terms, relevant rules of the civil code shall apply.

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