

# **General terms and conditions of sale of Jowat Polska spółka z ograniczoną odpowiedzialnością sp.k. (limited liability company limited partnership)**

## **Information for Users**

Gluing is one of the most rational, widely used bonding technologies. The pallet of materials joined using adhesives is very broad. At the same time, there is a continuous development of new methods and equipment related to processing of adhesives. The company Jowat works intensively in the field of research.

An experienced group of engineers and chemists can advise and assist you in selection and technique for application of adhesives. Information presented to you is based on years of laboratory research and practice of our customers. Because we are not able to include all technical parameters associated with the use of the particular adhesive under certain conditions, this information is not binding. Therefore, we are of the opinion that the recipient must examine the suitability of our adhesives under certain manufacturing conditions. This note applies to both primary introduction of the adhesive to manufacturing and any changes in technology.

## **Terms and conditions of purchase**

### **§1**

Purchase of adhesives offered for sale by Jowat Polska spółka z ograniczoną odpowiedzialnością sp.k. (limited liability company limited partnership) takes place solely under these "GENERAL TERMS AND CONDITIONS OF SALE" constituting an attachment to each offer Jowat Polska spółka z ograniczoną odpowiedzialnością sp.k. (limited liability company limited partnership), which the Purchaser is obliged to read before placing an order.

## **Subject of sale and characteristics**

### **§2**

The subjects of sale are industrial adhesives with characteristics and applications specified in the product data sheet that is attached to each offer.

### **§3**

The basic condition for a positive result of gluing is:

1. Taking into account recommendations contained in the product data sheet
2. Storing in accordance with the recommended storage conditions
3. Carrying out by the Purchaser, with positive results, tests with the use of materials to be glued in specific technology conditions and using the free samples provided on request by the Seller to the Purchaser, prior to commencement of cooperation.

#### §4

Non-returnable packagings are property of the Purchaser and shall not be accepted.

#### §5

Terms of delivery of the goods shall be determined by the Seller and communicated to the Buyer by traditional means (telephone, email or in the agreement). Binding hand delivery conditions are abbreviated in the contents of the VAT invoices issued by the Seller and are subject to the current INCOTERMS terms and conditions.

In the case of delivery initiated by the Seller on behalf of the Buyer, and where the invoice does not state it is bound by the INCOTERMS rules, it will, then, be bound by the DAP (Delivered At Place) terms and conditions with the delivery charge borne by the Buyer.

### **The liability under warranty for defects**

#### §6

1. The Seller ensures that adhesives offered by it, at the time of sale, have the characteristics defined in the description of the product, and they shall retain these characteristics for the period specified in the product data sheet, provided strict compliance with the guidelines contained in product description.
2. Liability of the Seller under the warranty for defects is excluded in the case of non-compliance with the guidelines referred to above.
3. Liability of the Seller for latent defects of the goods shall cease if these defects are reported after 14 days from the date of their discovery.
4. In accordance with Civil Code section 568 rights under the warranty for defects shall expire one year from the date of delivery.

### **Terms of payment**

#### §7

Date of payment, after agreeing it with the Purchaser, is shown on the invoice or simplified receipt.

#### §8

The date of payment is the date of crediting the means of payment on the account of the Seller.

#### §9

Due to delays in payment of the receivables, the Seller is entitled to statutory interests for late payment in commercial transactions.

## §10

In case if the Purchaser is in delay with payment for the previous purchase, the Seller reserves itself the right to withhold the release of the next batch until settlement of the arrears.

## **Transfer of ownership**

### §11

1. Ownership of the goods shall pass to the Purchaser in case of:
  - Payment in cash - upon making payment in the cash desk of the Seller,
  - Payment by bank transfer - upon crediting the means of payment on the account of the Seller,
  - Payment by certified cheque - the day after realization of the cheque for the Seller, except for the case of payment by bounced cheque.
2. Until the expiry of deadlines or occurrence of events referred to in point 1 of the present paragraph the goods are the property of the Seller and may be taken by it if the Purchaser is, despite a written request for payment, in arrears with payment of debts within the additional period of time given to it.
3. Written agreement between the parties may establish other terms and conditions for transfer of ownership.

## **Force majeure**

### §12

1. Deadline for completion of obligation by the Seller is shown on confirmation of order.
2. The Seller is not responsible for damage caused by delay in delivery of goods, if such delay is caused by reasons completely independent of it, in particular, such as acts of God, delay in delivery of goods to the warehouse of Seller, failure to supply the goods by the manufacturer, unplanned stoppage in production, extreme weather conditions (low or high temperatures, heavy snowfall), etc.

## **Final Provisions**

### § 13

Any amendments in the agreement for sale concluded subject to these terms and conditions can only be made, under the pain of nullity, in writing with the consent of both parties.

### § 14

In matters not regulated by the agreement provisions of the Civil Code shall apply.

### §15

The court competent for the seat of the Seller shall be competent to settle any disputes that cannot be resolved through negotiations.