
GENERAL CONDITIONS OF SALE

TERMINOLOGY

1. "Seller" stands for ANKOL Sp. z o.o./ FTH ANKOL Sp. z o.o.)*, headquartered in Chorzelów.
2. "Buyer" stands for an entity which is the other party of the sales contract.

**cross out if not applicable*

APPLICATION

1. The present General Conditions define standard conditions of sale executed by the Seller for the Buyer.
2. General Conditions of Sale constitute an integral part of quotations submitted by the Seller.
3. The Seller is not bound by any other conditions of sale or the Buyer's reservations contradictory to the present conditions, even if the Seller does not express any objections towards conditions or reservations presented by the Buyer.

ORDERS

1. The Seller processes orders submitted in the written form only.
2. The Seller submits a written order acknowledgement to the Buyer.
3. Placing an order by the Buyer is treated by the Seller as the Buyer's acceptance of General Conditions of Sale.

DELIVERY CONDITIONS

1. Purchase Order acknowledged by the Seller is processed in accordance with Seller's conditions.
2. In case of any overdue payments, interests for default, or other amounts due to the Seller, the execution of Purchase Orders can be suspended by the Seller until payment is made or all obligations towards the Seller settled.

TURNOVER REGULATIONS

1. Offered goods may be subject to the control of trade procedures and be included in the list of armament published in the Regulation of the Minister of Development and Technology dated 26th Juni 2023 on goods from the munitions list, for the turnover of which a license is required (Journal of Laws 2023, item 1344) and/or in the Regulation of the Council of Ministers dated 17th September 2019 on the classification of types of explosives, weapons, ammunition as well as products and technologies for military or police purposes, the production or sale of which requires a permit (Journal of Laws 2019, item 1888).
2. Turnover of offered goods outside the territory of Poland or the European Union may require obtaining proper licenses and approvals set out in the Act of 29th November 2020 on foreign turnover of goods, technologies and services of strategic significance for state security, and maintaining of international peace and security (Journal of Laws 2023, item 1582, consolidated) and its implementing provisions.
3. When accepting the quotation, submitting the Purchase Order or entering into a contract, the Buyer declares that he will not violate applicable import/export regulations.
4. The Buyer is obliged to submit, in the required format and within the required time limits, documents necessary for the Seller to obtain permits for the turnover as required by the Act referred to in point 2.

SELLER'S WARRANTY

1. The Seller grants warranty on offered goods as specified in quality documents provided by the manufacturer depending on the type of goods (operating hours, warranty, expressed in months, shelf life, expressed as a date). In cases not mentioned above, the Seller grants 12-month warranty starting from the date of Invoice.
2. Warranty granted by the Seller expires either when the manufacturer's warranty expires or after 12 months from the date of sale, whichever occurs first.
3. Warranty does not cover any of the following cases: abuse, misapplication, any unauthorized repairs or modification, improper storage and maintenance or lack of maintenance required during storage period, or damage resulting from the failure to observe the operating instructions provided by the manufacturer / Seller.
4. The Seller is not liable for any loss of profits, revenue or benefits by the Buyer.

CLAIM

1. Any claims regarding the goods should be filed in the written form, no later than 14 days from the date the fault had been detected. After this period the claim will expire.
2. The claim should include: the name and designation of the goods, factory-made no., serial no., description of the fault, circumstances leading to the defect, invoice no., delivery-acceptance protocol, warranty card number, date of the fault detection.
3. Copies of: the invoice, the quality assurance document, warranty card - if it has been issued, the protocol of the fault detection should be attached to the claim.

PAYMENT TERMS

1. The payment should be made to the account number shown on the invoice.
2. The date of the payment is the day of money posted to the Seller's account.
3. The claim does not excuse the Buyer from the obligation to make a payment for the goods.
4. In case the payment is overdue, the Seller has a right, without additional monition, to demand the default interest, counting from the day following the one the payment was due.

RESERVATION OF THE POSSESSION

1. The goods remain in the Seller's possession until the whole payment is obtained.

CONFIDENTIALITY

1. The Buyer confirms all the technical data, commercial and financial information made available by the Seller or, their persons acting, constitute confidential information.

FORCE MAJEURE

1. If any unexpected circumstances that could not have been predicted at the time of submitting the purchase order occur in the process of the order realization, creating a partial of a full obstacle for the Seller to fulfill their obligations relating to the contract (force majeure), the Seller will be excused from the responsibility of not fulfilling them to the extent equal to the influence of those circumstances on the contract realization.

FINAL DECISIONS

1. The Contract is executed under Polish law.
2. Any disputes coming from the contract's interpretations should be settled by the local court of the Seller's headquarters address.