



*your daily marine supplier*

## Vespion's General Terms of Sale

### 1. Validity

The sale of our products and other services is subject exclusively to the following General Terms of Sale. Divergent purchasing terms of the purchasers are herewith expressly rejected. These terms of sale are deemed to have been accepted without reservation by the purchaser, even if he has previously raised objections to them, at the latest when he takes delivery of our products or accepts our services. Any other agreements that deviate from these terms of sale are only valid with our express prior consent in writing for every individual contract.

### 2. Offers

Our offers are subject to prior sale.

### 3. Prices

In standard all prices quoted by us are net values (excluding VAT). In case of deliveries of goods the prices are quoted ex our warehouse and include standard packing charges, unless otherwise agreed. If it has been agreed that the goods shall be delivered freight paid, the freight charges shall be paid as far as the purchaser's local station and do not include carriage from there to the purchaser's premises. Any addition expenses that are incurred because the purchaser stipulates a particular form of delivery (for example express goods, fast freight, air freight) shall be borne by the purchaser. Unless otherwise agreed, the purchaser shall pay the delivery costs.

### 4. Conclusion of contract

Conclusion of contract requires buyer's unconditional acceptance of our quotation. Any amendment of our offer or partial acceptance could only be done after our written confirmation. Placing the order without any reservations or amendments will be always considered as a full acceptance of our offer including all the terms and conditions specified herein and will lead to a valid contract.

### 5. Deliveries

Our standard term of delivery is EXW Gdynia in accordance with Incoterms 2010. Other delivery terms could apply in case they are agreed in the contract. The delivery times quoted by us represent the probable dates of delivery which we shall endeavour to observe. Agreed delivery dates are only binding if all details of the order are clarified in advance and the purchaser duly fulfils all his obligations. If a delivery date that has been expressly agreed in writing is not observed due to our fault, the purchaser shall grant us an appropriate extension period in writing. If we still fail to deliver during the extension period, the purchaser is entitled to withdraw from the sales agreement.

### 6. Force Majeure

Circumstances or events beyond our control that make deliveries delayed, impossible or unreasonably difficult, such as war, intervention by sovereign powers, natural disasters, accidents, traffic breakdowns, operational stoppages, shortages of raw materials and power, strikes and lock-outs, even if they occur at our suppliers, release us from our delivery obligations for the duration of the disruption plus an appropriate set-up time. If it appears that the disruption will not come to an end within a reasonable period of time, we are entitled to withdraw from the contract either in full or in part without any obligation to deliver at a later date.



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#### 7. Terms of Payment

Issued invoices shall be paid within agreed payment date by a wire transfer to our bank account. We shall not cover any bank costs related to the payment (all charges shall be borne by the purchaser). In case the purchaser delays the payment, we could charge a default interest at a statutory rate in accordance to Polish laws. Refusal to accept the delivered goods do not relieve the purchaser of the payment obligation.

#### 8. Property rights

The goods supplied remain our property until the purchase price and all other existing or future claims from the transaction have been paid in full. In case of delay in purchaser's payment we are entitled to request the return of purchased product to our office and to terminate the contract. Such request could only be deemed a termination of the contract if it was expressly stated by us in writing.

#### 9. Information / Advice

All verbal or written information about the suitability of our products for certain applications is given in good faith. This does not exempt the purchaser from the obligation to verify by himself the suitability of the product for his intended purpose.

#### 10. Notice of defects

The purchaser shall inspect all delivered products immediately upon delivery in order to identify quantity or quality deviations. Notice of potential defect shall be given in writing immediately after reveal of the deviations, but not later than ten days from this fact. If notice is not given in due time, delivered product is concerned as accepted by the purchaser. From the time of detection of the deficiency any further actions, treatment or processing of the purchased goods are forbidden without our written permission. Otherwise all claims will be void.

#### 11. Warranty claims

Warranty claims by the purchaser are not permitted if the defect was caused by the improperly arranged buyer's transport, storage, handling or processing of the goods supplied. Moreover, warranty claims are not permitted for natural wear and tear. In case the purchased goods are legitimately defective, they shall be returned to our premises. We will either replace or repair them within reasonable time.

#### 12. Liability

Our liability towards the purchaser is limited to cases of intentional or grossly negligent actions. We are not liable towards the buyer for any personal injuries, consequential damages, financial losses (such as loss of profit) and damages from third-party claims against the purchaser.

#### 13. Place of performance

The place of performance for our deliveries is a respective place of dispatch. The place of performance for the purchaser's payment obligations is Gdynia, Poland.

#### 14. Applicable law and place of jurisdiction

All legal relations between the purchaser and us shall be subject exclusively to the relevant laws of Republic of Poland governing legal relations between domestic parties. Any legal disputes shall come under the jurisdiction of the courts at our place of business. However we could also take legal actions against the purchaser in the courts of the purchaser's place of general jurisdiction.