

Conditions of Sale

All orders placed by the Customer with Sambor Sp.z.z.o (“the Company”) and accepted by the Company are accepted on the following terms:

In these Conditions the following words shall have the following meanings:

“Contract”	shall mean any contract for the sale of goods by the Company to the Customer
“the Customer”	means the Customer whose name appears on the Sales Contract Form
“the Delivery Date”	shall mean such date or dates specified on the Sales Contract Form
“the goods”	shall mean the goods specified on the Sales Contract Form
“the price”	shall mean the price specified on the Sales Contract Form which, unless stated otherwise in writing, shall be exclusive of VAT but inclusive of the costs of delivery
“the Sales Contract Form”	shall mean a form sent by the Company to the Customer confirming the terms on which the goods are to be acquired by the Customer and incorporating these Conditions of Sale
“the Order”	shall mean the Customer’s order for the goods, as set out in the Customer’s purchase order form or in the Customer’s written acceptance of the Company’s Sales Contract Form as the case may be

The Customer’s attention is drawn in particular to the provisions of clause 10.

1. The Order constitutes an offer by the Customer to purchase the goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, by means of a Sales Contract Form or otherwise, at which point the Contract shall come into existence. The Sales Contract Form constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract. These Conditions shall apply to any Contract to the exclusion of any terms and conditions which the Customer may purport to apply. No variation of these Conditions shall be effective unless agreed in advance in writing by a director of the Company.
2. All warranties, conditions or other terms implied by statute or common law are hereby excluded save that the Company warrants that as far as the Company is aware the goods are free from defect at the time of delivery other than the defects which are customary having regard to the nature of the goods or are otherwise unavoidable. For the avoidance of doubt, the Company shall not be liable to the Customer at all if the goods are not fit for the purpose for which the Customer purchases them, nor will the Company be liable in any circumstances for any costs involved in or incurred as a result of a product re-call initiated by the Customer or a third party.
3. Delivery of the goods shall be made to the address specified on the Sales Contract Form. The Customer shall be deemed to have accepted the goods unless a written claim detailing any defect in quality or condition or any shortfall is received by the Company within 7 days of delivery. The

Company shall be given a reasonable opportunity to investigate any such claim and, where the Company accepts such claim, shall be entitled in its absolute discretion to replace the goods or refund all of the price (or an appropriate proportion thereof). Where the Customer accepts or has been deemed to accept the goods or the Company has refunded all of the price (or an appropriate proportion thereof) the Company shall have no further liability to the Customer (other than for death or personal injury caused by the Company's negligence). Delivery to a party nominated by the Customer shall be deemed to be delivery to the Customer. The risk in the goods shall pass to the Customer on delivery.

4. The Customer may only cancel the Contract by agreement with the Company. The Company may cancel a contract without any liability whatsoever where the company has ordered the goods from a third party and that third party has failed to meet its obligations to the Company in respect of its supply to the Company of such goods.
5. The Company shall use its best endeavours to deliver the goods to the Customer on or before the Delivery Date but time shall not be of the essence and the Company shall not be liable in any way whatsoever in respect of any loss suffered by the Customer arising from any delay in the delivery of the goods.
6. Unless the Sales Contract Form states otherwise, all invoices are to be paid within 30 days of the date of invoice. Thereafter interest at the rate of 20% per annum will be charged on any amounts outstanding. Interest accrues from day to day from the due date for payment until payment is actually made by the Customer. The Customer shall make no deduction from the price on account of any set-off, claim or dispute.
7. In the event that any invoice rendered by the Company to the Customer remains unpaid after its due date, the Company may, without prejudice to any of its other rights, terminate all and any contracts with the Customer and/or cancel or postpone all and any further deliveries to the Customer until such time as such invoices (whether falling due before or during such postponement) and any interest thereon has been paid in full and/or the Company may, in its sole discretion, appropriate any payments received from the Customer to pay any unpaid invoices for goods supplied to the Customer by the Company.
8. The legal and equitable title in the goods shall remain vested in the Company until the Customer has paid the price for such goods and all other sums due from the Customer to the Company howsoever arising. Until such payment, the Customer shall hold the goods in a fiduciary capacity as bailee for the Company and shall, so far as is reasonably practicable, store and keep the goods separate from any other goods so that they are identifiable as the Company's property. The Customer shall, unless liquidation proceedings have been commenced or a Receiver, Administrator, Administrative Receiver, or Judicial Receiver has been appointed in respect of the Customer, be at liberty to sell the goods or any part of them in the normal course of its business to a bona fide purchaser for value. The Customer shall hold such part of the proceeds of any such sale as shall be necessary to discharge its liability to the Company on trust for the Company. Nothing in this clause shall authorise the Customer to enter into any contract for the sale of the goods or any part of them as agent for or on behalf of the Company, or return or reject the goods or any part of them save as otherwise provided by these Conditions.
9. The Company shall not be under any liability to the Customer in respect of any failure to perform or any delay in performing any of its contractual obligations to the Customer attributable to any cause of whatever nature beyond the Company's reasonable control and no such failure or delay shall be deemed for any purpose to constitute a breach of contract.
10. LIMITATION OF LIABILITY
 1. The Company shall not be liable under any circumstances whatsoever for any indirect or consequential loss or damage of any nature or any loss of profit or special damages of any nature and whether in the contemplation of the parties or not which the Customer may suffer as a result of any breach by the Company of its obligations under the Contract.
 2. The Company's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence) breach of statutory duty or otherwise shall in no circumstances exceed 3% of the price paid up to a maximum of EURO10,000.
 3. Nothing in these Conditions of Sale shall limit or exclude the Company's liability for;
 1. Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors (as applicable).
 2. Fraud or fraudulent misrepresentation.
 3. Malicious contamination.
 4. Breach of the terms implied by Section 12 of the Sale of Goods Act 1979.
 5. Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
11. Payment will always be made in the currency stated in the Sales Contract Form unless this currency is no longer a valid and recognised currency at the time payment should be made. In such circumstances payment shall instead be made in PLN or EURO (at the Company's option) at the

exchange rate of the European Central Bank reference rate fixing as at the payment due date of the sales invoice.

12. Every Contract to which these Conditions of Sale apply shall be construed and take effect in accordance with the laws of Poland and the parties shall accept the exclusive jurisdiction of the Polish Courts.
13. Each provision of these Conditions is independent and severable from the remaining provisions and enforceable accordingly. If any provision of these Conditions shall be unenforceable for any reason but would be enforceable if part of the wording thereof was deleted, it shall apply with such deletions as may be necessary to make it enforceable.