



PRODUCER OF PROFESSIONAL **REFRIGERATION EQUIPMENT**

General terms and conditions of sale and delivery

for international sales

www.jbg2.com

1 General

These General Terms and Conditions of Delivery apply to deliveries of goods unless they have been amended by the parties by means of an express written agreement.

These terms and conditions are the basis for purchasing and delivery transactions between Buyer and Seller.

2 Order and offer documentation

All sales documentation, specifications and price lists shall be treated as strictly confidential information and must not be disclosed to any third party.

Seller shall be deemed to have accepted orders submitted by Buyer only if they are accepted in writing by e-mail.

The Buyer is responsible for the accuracy of the order and sending all required information concerning the ordered goods.

The order should includes:

- **company data** (V.A.T. number, commercial register data) of the Buyer,
- **type of equipment ordered**, quantity of equipment ordered
- **detailed description of ordered equipment** divided into standard items and optional items (extra charged),
- **layout of arranging equipment** in the shop for multiplexed lines; customer side / personel side must be indicated on the layout; it is possible to order straight lines only by describing them starting from the first LEFT MODULE from CUSTOMER POINT OF VIEW,
- **all items should includes** indexes acc.to price list,
- **other information** which are necessary for proper producing of ordered equipment.

Having received an order, the Seller shall immediately, however not later than within 3 working days, send by e-mail the pro forma invoice to the Buyer with specification of the quantity of the cabinets, their price per unit, total estimated value of the order and estimated date of delivery. If Seller does not receive in the next 2 working days any reply he will consider the order as confirmed.

Corrections to the placed orders:

- **corrections to the orders should be placed only in the written form** (e-mail) not later than 5 working days **after placing** the order,
- **Seller will inform** the Buyer about possibility to introduce the corrections/changes,
- **if the order was produced** partly or completely the Seller will inform about costs of introducing the corrections,
- **Seller reserves the right to refuse** to introduce the corrections to confirmed orders.

Seller reserves the right to:

- **refuse the order, stop production, stop loading the goods** if Buyer's liabilities are overdue,
- **refuse the order, stop production, stop loading the goods** if Buyer's credit limit is exceeded.

3 Purchasing price

The purchasing price shall be the price quoted by Seller or the price valid at the time of the order as quoted in Seller's current price lists.

All prices quoted by Seller shall be understood to be „ex works” prices. If Seller is prepared to deliver the goods at another location, Buyer shall bear the costs for transportation, packing and insurance.

The installation (unloading, moving into the shop, assembling, waste removing) of the supplied equipment is not included in the price.

All prices are quoted without value added tax, it being understood that Buyer is responsible for the payment of value added tax to Seller if VAT is applicable.

4 Terms and conditions of payment

In the absence of agreements to the contrary, the purchasing price shall be payable at latest 3 days before date of loading without any deduction.

Seller reserves the right to start production after receiving agreed advanced payment on his bank account.

All payments should be made exclusively by bank transfer to the Seller's account stated in the pro forma invoice.

All expenses associated with the transfer of money shall be borne by Buyer.

In case of bank transfer the date of the bank crediting the amount to the Seller's account will be considered as date of payment.

Should Buyer fail to meet its payment obligation on the due date Seller may charge the Buyer of interest on the outstanding amount at a rate of 6% p.a.

5 Delivery of goods

Buyer takes receipt of the goods in Seller's premises during normal business hours within 2 working days after Seller shall have notified Buyer that the goods are ready to be picked up.

Should Buyer fail to pick up the goods on time Seller may choose any of the following actions:

- **terminate the contract;**
- **store the goods** at Buyer's expense and risk.
- **invoice the buyer with a penalty of 50% value** of not picked goods, no matter if he sustained damage or not

Goods on the Seller's stock can be insured on Buyer's request. All costs associated with insurance shall be borne by Buyer.

Delivery time (date of sale stated in pro forma invoice) is **best estimate date based on present information**. Seller does not assume any responsibility for delays up to maximum 20 working days. Delivery time means date when goods are ready for pick up.

Seller informs (e-mail or phone) **the Buyer about possible delays of delivery time no later than 3 working days before date of sale stated in pro forma invoice.**

6 Passage of risk

The risk of damages or a loss of the goods shall pass to the Buyer if the goods are delivered in Seller's premises ("ex works", Incoterms), at the time when the goods are ready to be picked up.

In case of loss, wastage or damages of goods occurring during the transport, the status of delivery must be checked in presence of the Forwarder, which take the responsibility of loss, wastage or damages occurring at the moment of taking the goods from Supplier to delivering them to the Buyer, including all delays during the transportation.

If before passing the goods it is found out that the product is damaged, the Forwarder immediately settle in protocol the status of goods and the circumstances of caused damages. The Forwarder check also the goods and make a protocol when it is required by the Buyer in case the Buyer states that the goods seem to be damaged.

If after passing the product by Forwarder to the Buyer it occurred after opening the packages wastes or damages which were not visible from outside, the Buyer has a right to make a notice and send it immediately to the Forwarder but not later than within 7 days after receiving the goods.

7 Retention of title

Without prejudice to the delivery and the passage of risk or other provisions in these Terms and Conditions of Delivery, the title in the goods shall not pass to Buyer until the purchasing price has been paid in full.

As long as the purchasing price has not been paid in full, Seller may reclaim the goods, pick up the goods from Buyer, sell the goods otherwise or disposal of the goods in any other way.

8 Warranty and disclaimer of liability

For the export sale where the Seller does not have his own service network the Parties decide that [the Seller does not take the responsibility for the lack of conformity of the equipment with the agreement according to the United Nations Vienna Convention from the 11th of April 1980 (CISG).

To compensate the possible costs incurred by the Buyer that were a result of defects of the equipment and/or the necessary service, the Supplier grants 2% discount from the price of equipment. This discount is included in the price list and/or presented offer.

9 Damages of refrigerated items

Seller accepts no liability for losses of refrigerated/deep frozen goods of any type.

10 Standards of manufactured goods

Standards of manufactured goods are described in the price list.

11 Miscellaneous

Seller may modify or improve the goods without any notification requirement to Buyer provided that such modification or improvement as aforesaid does not result in any lasting negative effect or deterioration concerning the form or function of the goods.

12 Applicable law

This General Terms and Conditions is subject to Polish law. Both parties confirm that exclusively competent for all matters or disputes arising out of or in connection with contracts concluded on the basis of this General Terms and Conditions of Sale and Delivery is a court with jurisdiction over the premises of the Seller.



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