



## GENERAL CONDITIONS OF SALES

### Koszalińskiego Przedsiębiorstwa Przemysłu Drzewnego Spółka Akcyjna

#### Chapter I

#### General provisions

##### § 1

1. The General Conditions of Sale, hereinafter referred to as "GCS", define the terms of cooperation between the Parties in the scope of the supply of Goods and the provision of services offered by the Koszalińskie Przedsiębiorstwo Przemysłu Drzewnego S.A. with headquarters in Szczecinek, ul. Waryńskiego 2, 78-400 Szczecinek (hereinafter referred to as "KPPD-Szczecinek S.A.", "Seller") for the Buyer
2. By Goods - it is understood products and goods.
3. The buyer, within the meaning of these GCS, is an entrepreneur, i.e. a legal entity, an organizational unit without legal personality, and a natural person conducting business activity on the basis of an entry into the business activity register conducting business or professional activity on their own behalf.

##### § 2

The GCS define the principles of concluding sales contracts by KPPD-Szczecinek S.A. and they form an integral part of all sales contracts concluded by the Seller and the Buyer (Parties to the contract), including contracts concluded in the form of a written order.

##### § 3

GCS are available to the Buyer before concluding the contract in writing at the office of KPPD-Szczecinek S.A., its branches and on the website [www.kppd.pl](http://www.kppd.pl).

##### § 4

The contract concluded with the Buyer may contain different provisions than those resulting from the GCS. In such a case, the Parties shall be bound by the provisions of the contract regarding these different provisions.

##### § 5

Acceptance of the content of GCS by the Buyer may take place in any form, in particular implied, electronic or written. For the avoidance of doubt, the acceptance of the GCS by the Buyer also takes place in the event that he has the opportunity to become familiar with their content. In addition, it is considered that the Buyer has accepted the content of the GCS if he placed the order or picked up the Good.

## Chapter II Offer

### § 6

1. KPPD-Szczecinek S.A. offers concern only the goods expressly listed therein.
2. The date of the offer is determined by the content of the offer submitted to the Buyer. In the absence of this deadline, it is 7 days from the date of the offer by the Seller.
3. The offered prices are net prices. The prices will be increased by VAT in accordance with applicable regulations.
4. The provisions of the GCS have priority over special conditions determined by the Buyer in the offer inquiry, order or other documentation, unless KPPD-Szczecinek S.A. accept the terms of the Buyer in writing.
5. The sale contract is understood to be concluded on the basis of the offer of KPPD-Szczecinek S.A. when the Buyer places at KPPD-Szczecinek S.A. order in accordance with the offer.
6. If the order does not agree with the offer submitted by the Seller, the contract must be confirmed in writing by KPPD-Szczecinek S.A.

## Chapter III Conditions of sale

### § 7

The conditions of sale, such as the purchase price, terms and dates of payment, delivery form, etc., will be individually agreed with the Buyer.

### § 8

The order should contain at least:

- 1) the size specification and quality specification of the Goods,
- 2) The way of processing,
- 3) the way of packaging,
- 4) net price expressed in PLN or a foreign currency,
- 5) payment terms, including the date of payment,
- 6) approximate delivery date,
- 7) conditions and place of delivery,
- 8) address for delivery.

### § 9

1. Conclusion of the contract between the Parties takes place under the conditions specified in this contract or by confirming the order, taking into account the conditions resulting from the provisions of the GCS.
2. The contract is concluded when it is signed or confirmed without any reservations.
3. Changes and additions to the contract must be made in writing under pain of nullity.

§ 10

The Seller reserves the right to demand from the Buyer the following documents before concluding the contract:

- 1) current extract from the Register of Entrepreneurs of the National Court Register or from the business activity register,
- 2) the decision on granting the REGON number,
- 3) the decision on granting a NIP number.

§ 11

1. The Seller reserves the right to demand from the Buyer - before proceeding to the implementation of the contract / order - the establishment of KPPD-Szczecinek S.A. irrevocable payment security inter alia as:

- 1) prepayment (advance payment),
  - 2) bank guarantee,
  - 3) documentary letter of credit,
  - 4) insurance policy,
  - 5) surety of third parties,
  - 6) guarantee deposit.
2. KPPD-Szczecinek S.A. reserves the right to suspend the performance of the sales contract in the event of failure to provide the required security referred to in paragraph 1.

§ 12

The delivery date specified in the contract / in the confirmed order may be extended, in case of circumstances for which the Seller is not liable, in particular force majeure.

§ 13

If the order requires the prepayment, the Buyer is obliged to make a prepayment in the amount and time specified in the order, but in any case not later than before the date of loading the Goods.

§ 14

1. Payments will be made by bank transfer to the Seller's bank account indicated on the document, which results in the obligation to pay.
2. The day of receipt of funds is considered to be the day of receipt of the payment to the Seller's bank account.
3. Filing a complaint does not release the Buyer from the obligation to make a payment for the Goods within the set time limit.

§ 15

The buyer is obliged to timely pay all payments to KPPD-Szczecinek S.A. For each day of delay in payment, the Seller has the right to charge statutory interest for delay in commercial transactions.

§ 16

KPPD-Szczecinek S.A. may set a merchant's limit for the Buyer. The basis for calculating the trade limit will be delivered to KPPD-Szczecinek S.A. or the insurer's relevant financial and property documents.

§ 17

The Seller has the right to suspend the performance of all or some of the agreements concluded with a given Buyer, and to suspend the acceptance of new orders of the Buyer, in the event of any arrears in payment of due invoices or in the event of exceeding the merchant's limit individually set for a given Buyer.

§ 18

The buyer authorizes KPPD-Szczecinek S.A. to issue VAT invoices without a signature and to send them to the address of the Buyer indicated for correspondence.

**Chapter IV**  
**Deliveries**

§ 19

Deliveries are made using the Incoterms 2010 rules.

§ 20

For each load, the Seller attaches two copies of the WZ document (or delivery specification).

§ 21

1. The Buyer is obliged to confirm the receipt of the Goods each time at the WZ document (or delivery order), placing on the document at least:
  - 1) Date of receipt of good,
  - 2) legible signature of the person authorized to collect the Goods.
2. In the case of foreign deliveries (ie intra-EU delivery of goods, hereinafter referred to as IEU, and export), the Buyer confirms receipt of goods also on CMR, if such a document is applicable at delivery.

§ 22

If the IEU is carried out on EXW or FCA terms and the Goods are picked up using the Buyer's own means of transportation, the Buyer is obliged to sign a statement, among other things, the Goods after delivery to a destination in another EU country, containing:

- 1) name and surname or business name and address of the registered office of the Buyer's economic activity or place of residence,
- 2) the address to which the Goods were transported,
- 3) specification of the Goods and their quantity,
- 4) confirmation of acceptance of the Goods by the Buyer to the place referred to in point 2),
- 5) the type and registration number of the means of transport used to export the Goods,
- 6) the date of delivery of the Goods to the place referred to in point 2) and the Buyer's signature.

### § 23

In the case of foreign deliveries on terms:

- 1) CPT, CIP, CFR, CIF, DAP, DDP, DAT - the Buyer of the signed documents listed in §21 is forwarded to the carrier / forwarder of the Seller or sent to the Seller to the address indicated,
- 2) EXW and FCA- the Buyer shall submit the signed documents referred to in §21 to the Seller or send to the indicated address, except for IEU, when the Buyer after sending the Goods to his destination by the means of transport also sends the signed declaration mentioned in §22, confirming the delivery of the Goods to another EU country,
- 3) FOB and FAS - the buyer of the signed documents listed in § 21-22 and a copy of the bill of lading shall be sent to the Seller to the address indicated.

### § 24

If the confirmation of receipt of the Goods is incomplete or the documents listed in § 21-23 are missing, then:

- 1) The seller will prepare a list of invoices to confirm receipt of the received Goods and send the Buyer to the address indicated,
- 2) The buyer will send back the immediately signed document to the address indicated by the Seller.

### § 25

For export deliveries, customs clearance is made by the Seller.

### § 26

However, if from the contract for delivery in the export it follows that the Buyer performs customs clearance, he is obliged to provide the Seller with a document confirming the export of Goods outside the EU.

It could be:

- 1) a document in electronic form obtained from an ICT system for handling export declarations or a print-out of this document confirmed by the competent customs authority,
- 2) a document in electronic form originating from an IT system for handling export declarations, received outside this system, if its authenticity is ensured,
- 3) an export declaration in paper form submitted outside the ICT system for handling export declarations or a copy thereof confirmed by the competent customs office.

### § 27

1. In the case of IEU and export, only the Seller or the Buyer may be liable for the organization of transport related to the export of Goods outside of Poland, depending on the adopted rules of Incoterms 2010
2. In the case of chain transactions, the final recipient can not organize transport.
3. The Buyer declares that in chain transactions in which he organizes transport, the transfer of goods to his recipient (passing the risk of losing the Goods to the recipient) takes place outside the territory of Poland.

### § 28

Failure to meet the foreign conditions referred to in §§ 20-24 and §§ 26-27 will result in adding VAT to the agreed price in the amount applicable to deliveries in the country.

## Chapter IV **Transfer of the risk**

### § 29

The risk of accidental loss or damage to the Goods passes at the time of its release to the Buyer, taking into account delivery conditions.

### § 30

1. If the receipt of the Goods is delayed due to reasons attributable to the Buyer, the risk of accidental loss or damage to the Goods passes to the Buyer on the day of expiration of the date indicated by the Seller in the request to collect the Goods.

2. If the Buyer commits a delay with collecting the Goods, KPPD-Szczecinek S.A. may:

- 1) hand over the Good to store at the expense and risk of the Buyer,
- 2) sell the Goods to the Buyer's account.

About the sale of KPPD-Szczecinek S.A. immediately notify the Buyer.

### § 31

In the event of sending the Goods to the destination via the carrier, the Buyer is obliged to examine the parcel immediately for defects, losses and other damages in the manner accepted for shipments of this type. If the Buyer has stated that during the transport there was a loss or damage to the Goods, he is obliged to perform all actions necessary to determine the liability of the carrier. It is also obliged in this case to notify the Seller, however not later than the next business day after the delivery date, under pain of losing claims for damages against KPPD-Szczecinek S.A. from this title.

## Chapter V **Reservation of ownership**

### § 32

KPPD-Szczecinek S.A. has the right to reserve the ownership of the Goods which are the subject of the sale agreement until the payment for the full payment is made.

### § 33

In the event of retention of ownership of the Goods sold, the Buyer to whom the item has been delivered loses the right to possess things as a result of delay in payment of the price. If KPPD-Szczecinek S.A. will go to court to pay the price, he can not demand the release of the Goods sold with reference to the reservation of the property.

## Chapter VI Warranty

### § 34

1. The parties exclude liability under the warranty for legal defects of the Goods.
2. Responsibility of KPPD-Szczecinek S.A. for physical defects of the Goods is limited to the features described in detail in the specification of the ordered Goods.
3. Claims for physical defects of the Goods expire after 30 days from the date of delivery.

### § 35

The warranty does not cover faults, defects and damage to the Goods, which are in particular a consequence of:

- 1) improper use,
- 2) further processing of the Goods,
- 3) normal consumption of the Goods,
- 4) unauthorized interference with the Goods by a third party,
- 5) improper application and / or use, handling, storage,
- 6) operation of external factors, such as mechanical, chemical, thermal damage, etc.

### § 36

Claims for defects are not due in the case of slight deviations (up to 3%) from the agreed quality and slight disruption of use.

### § 37

Responsibility of KPPD-Szczecinek S.A. refers to the Goods, not to the consequences resulting from its use. Before commencing further re-sale / use of the Goods, the Buyer is obliged to determine in its own scope whether the purchased Goods corresponds to the requirements for which it was purchased.

### § 38

Responsibility of KPPD-Szczecinek S.A. does not include additional costs incurred by the Buyer, such as: production costs, transport costs, lost profits.

### § 39

Any claims for damages of the Buyer, except for those specified in these GCS and the contract, are excluded regardless of whether they result from tortious or contract liability.

### § 40

If the Buyer is entitled to claim damages, the claims for damages expire with the end of the warranty period.

§ 41

1. The buyer will notify KPPD-Szczecinek S.A. in writing about the occurrence of a physical defect in the Goods.
1. The notification should contain at least:
  - 1) quantity / weight of defective goods,
  - 2) description of the defect,
  - 3) photographic documentation,
  - 4) Probable origin of the Goods from KPPD-Szczecinek S.A.with the reservation of the provisions referred to in § 42 of GCS.

§ 42

1. The quantity and completeness of the delivered Goods shall be checked in each delivery at the time of receipt of the delivered Goods, which the Buyer confirms by signature on the delivery documents
2. In the event of discrepancy as to the completeness / quantity of a given delivery, the Buyer is obliged to enter the delivery documents provided to him by the Seller with an indication of which product is incompatible and notify the Seller in writing within 3 days counted from the day of receipt of the Goods
3. In the event of discrepancies in the quality of a given delivery, the Buyer is obliged to notify in writing about this fact of the Seller within 14 days counted from the day of receipt of the Goods.
4. The Seller is obliged to consider the complaint within 14 days from the date of receiving in writing the complaint application referred to in subparas. 2 and 3 and the Buyer's written notification about the outcome of the complaint.

Rozdział VII  
**Confidentiality**

§ 43

1. The Parties undertake to keep each other in strict confidence all information obtained in connection with the conclusion and implementation of the provisions of the contract and not disclose them to any third parties, with the exception of the information listed in paragraph 4 of this paragraph and in the range indicated therein
2. The obligation referred to in subpara. 1 of this paragraph lasts during the performance of the contract and for an indefinite period after its termination.
3. Disclosure of any information falling within the scope specified in subpara. 1 requires the prior written consent of the Party to which the information relates.
4. The obligation of confidentiality does not include information:
  - 1) commonly known,
  - 2) intended for distribution on the basis of a written agreement of the Parties,
  - 3) those whose disclosure is required by law,
  - 4) those whose disclosure is necessary for the proper implementation of the provisions of the Agreement.



## Rozdział VIII Personal data protection

### § 44

According to art. 13 of the General Regulation on the Protection of Personal Data of 27 April 2016 (Journal of Laws UE L 119 of 05/04/2016), let us inform you that:

- 1) the administrator of your personal data is KPPD-Szczecinek S.A. with headquarters in Szczecinek, ul. Waryńskiego 2
- 2) contact with the Data Protection Inspector - [iod@kppd.pl](mailto:iod@kppd.pl),
- 3) your personal data will be processed for the purpose:
  - a) conclusion, execution and continuation of contracts for the purchase / sale of Goods and services offered by administrator
  - b) compliance with the legal obligations of the administrator (in particular: issuing and storage of invoices / sales documents and other accounting documents, consideration complaints)
  - c) establishing, defending and pursuing claims,
  - d) creating analysis statements and statistics (for the internal needs of the administrator),
  - e) verification of payment credibility,
  - f) broadly understood commercial cooperation, based on art. 6 par. 1 lit. a, b, c, d, e, f or art. 9 par. 1 and par. 2 lit. a, b, c, d, h, i, j - of the general regulation on the protection of personal data of April 27, 2016.
- 4) the data will not be shared with other entities than those authorized under the law,
- 5) your personal data will be kept for an adequate period and not longer than periods complying with the currently binding legal provisions in individual areas of personal data processing,
- 6) you have the right to request from the administrator access to personal data, the right to rectify them, delete or limit processing and the right to transfer data,
- 7) you have the right to submit a complaint to the supervisory authority,
- 8) providing personal data is voluntary, but failure to provide data to the extent required by the administrator may result in the inability to perform the contract.

## Rozdział IX Proceedings with the Goods

### § 45

1. Fresh lumber must be stored in airy conditions on separators, protecting against bruising and moldiness.
2. Dry lumber must be stored in conditions protecting it from adverse weather conditions.
3. Impregnation of ordered Goods is carried out using Wolmanit CX - 10 in accordance with the technical instructions of the impregnation manufacturer.
4. Impregnated goods should be used, stored and maintained in accordance with PN - EN 335.

## Rozdział X Final Provisions

### § 46

Neither Party shall be liable for non-performance or improper performance of its obligations under the sales contract caused by force majeure. Through force majeure, the Parties understand an extraordinary event, independent of the given Party, impossible to foresee and to prevent, also when its avoidance would require undertaking actions whose costs exceed the salvageable benefits; in particular for cases of force majeure: war, natural disaster, such as earthquake or flood, explosion, fire, strike, etc.

### § 47

1. The GCS constitute an integral part of each order accepted for the execution of the contract and the sale and are valid until such time as otherwise agreed.
2. In all cases of sales performed by the Seller, these GTS shall apply as of the day of placing the order. Any changes to the GTS do not apply to contracts concluded earlier, i.e. before the amended GTS came into force.

### § 48

1. The law applicable to the OWS is Polish law. The text of the contract and OWS in Polish are the original version binding the Parties.
2. In matters not covered by these GTS, the provisions of Polish law shall apply, in particular the provisions of the Civil Code.
3. The annulment of individual provisions shall not affect the validity of the remaining provisions.
4. The court competent to settle any disputes between the Parties shall be the court competent for the seat of KPPD-Szczecinek S.A.
5. These GTS shall enter into force on **January 1, 2019**.

Szczecinek date \_\_\_\_\_ r. edition I



OVS KPPD-Szczecinek S.A.  
wydanie I

e-mail:kppd@kppd.pl

[wzór]  
Data wpływu wniosku:.....  
Nr SAP: .....  
(wypełnia KPPD-Szczecinek S.A.)

**WNIOSEK O PRYZNANIE KREDYTU KUPIECKIEGO**

Wnoszę o przyznanie/zmianę kredytu kupieckiego w KPPD-Szczecinek S.A. na następujących warunkach:

1) kwota kredytu .....zł (słownie: ..... zł)

z podziałem na oddziały:

a) ZPD ..... - ..... zł

b) ZPD ..... - ..... zł

c) ZPD ..... - ..... zł

2) termin płatności faktury: ..... dni

Pełna nazwa Wnioskodawcy wraz z określeniem formy organizacyjno-prawnej	
Adres siedziby	
Miejsce prowadzenia działalności gospodarczej, nr telefonu, email	
NIP	
REGON	
Data rozpoczęcia działalności	
Obroty firmy za poprzedni rok obrachunkowy	
Proponowane zabezpieczenie	

Świadom(i) odpowiedzialności karnej z art. 297 par.1 kodeksu karnego potwierdzam(y) prawdziwość informacji podanych w niniejszym wniosku o kredyt kupiecki. Jednocześnie w przypadku przyznania kredytu kupieckiego zobowiązuję(-jemy) się niezwłocznie poinformować KPPD-Szczecinek S.A. o jakichkolwiek zmianach podanych w niniejszym wniosku, w tym o zmianie formy prawnej, siedziby, formy reprezentacji.

.....  
.....

(pieczęć firmowa Wnioskodawcy)

(data i podpis osoby uprawnionej do reprezentacji)

Do wniosku załączam(y):

- 1) Kopię aktualnych dokumentów rejestrowych (zaświadczenie o wpisie do ewidencji gospodarczej lub wyciąg z KRS)
- 2) Kopię aktualnych zaświadczeń NIP, REGON
- 3) Zgodę współmałżonka – dotyczy działalności gospodarczej, w tym prowadzonej w formie spółki cywilnej

Wypełnia KPPD-Szczecinek S.A.

Wniosek do Ubezpieczyciela: Tak/Nie

Decyzja Ubezpieczyciela .....

Historia współpracy: Tak/Nie .....

Zabezpieczenie .....

Decyzja KPPD-Szczecinek S.A. ....

Data i podpis pracownika.....