



BROMEX

WORLD OF PERFECT INGREDIENTS

General Terms and Conditions of Sale and Delivery of Goods of the Enterprise under the business name

Bromex Sp. z o.o. (Ltd.)

with its registered office in Wola Wiązowa 83,
97-438 Rusiec,

Tax Identification Number (NIP): 769 222 51 20
of 12/07/2021

§ 1.

GENERAL PROVISIONS

1. The General Terms and Conditions of Sale and Delivery of Goods (hereinafter referred to as the GTCs) set forth the general terms and conditions governing the conclusion of all contracts for the sale and delivery of goods included in the commercial offer of Bromex Poland Wolniakowski, Broniarek Sp. J. (hereinafter referred to as Bromex).
2. The GTCs take precedence over the provisions of the general terms and conditions of the contracts applied in the offer (contracts) of the Purchaser.
3. The GTCs are an integral part of all contracts concluded with the participation of Bromex.
4. Glossary of terms. The terms used in these GTCs have the following meanings:

Seller/Supplier – Bromex Poland Wolniakowski, Broniarek Sp. J. (also referred to as Bromex).

Purchaser/Recipient – an entity that is a party to a contract for the sale, which purchases goods and/or services from Bromex.

Parties – the Recipient and the Supplier.

Intellectual property – means intellectual property rights as defined by the provisions of the law (in particular: registered designs, copyrights, patents).

Order – a Contract for delivery between the Supplier and the Recipient.

Goods – products and services manufactured by and provided for Bromex on commission and according to the specification of type, quality, and quantity provided by the Recipient.

Price – a value of the goods that are the subject of the sale and delivery.

Proof of delivery – in case of domestic deliveries, the GRN document; in case of import/export deliveries, the CMR document.

Incoterms® 2020 – international trade rules, established by the International Chamber of Commerce (ICC).

5. The GTCs are the complete and sole regulation binding the parties with respect to the sale of goods from the commercial offer of the Supplier.
6. The GTCs replace all previous provisions of contracts, offers, and orders—whose content contradict the provisions of these GTCs.
7. The GTCs have the force of law as of the date of their adoption, i.e., the date specified in the remedies sought (*petitum*).
8. The up-to-date version of the GTCs is always published on the official website of the Bromex enterprise.
9. The Supplier is entitled to amend the GTCs, with the new version taking effect and superseding the previous provisions. In such cases, the amended and updated text shall be published on the official website of the Bromex enterprise.



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10. It is the obligation of the Recipient to familiarise themselves with the GTCs. A failure by the Recipient to familiarise themselves with their content does not exempt the Recipient from the obligation to comply with their provisions.
11. By placing an order, the Recipient accepts the provisions of the GTCs set out below.

§ 2.

CONCLUSION OF THE CONTRACT - ORDERS

1. The prerequisite for the delivery of goods is the conclusion of a delivery contract between the Supplier and the Recipient, together with the simultaneous establishment of the commercial terms applicable during its performance. The delivery contract is concluded under the terms set out below.
2. Orders submitted by the Purchaser must be made by electronic mail. Orders must include the designation of the goods, the quantity, the deadline and the proposed price, as well as any other terms required by the Purchaser. A failure to comply with the manner specified in the above provisions does not result in placing a valid order.
3. Orders referred to in clause 2 require acceptance by Bromex, which must be given exclusively by e-mail. A failure by Bromex to accept all the components of the order referred to in clause 2 does not result in the acceptance of the order for fulfilment.
4. Offers submitted by telephone do not constitute grounds for concluding a contract.
5. The contract is concluded exclusively on the terms set out in clauses 1–4 above.
6. The prices of the goods do not include public levies, in particular customs duties, charges and taxes, for which the Purchaser remains exclusively liable, unless otherwise provided for in the manner described above.
7. Should the Recipient make any changes or amendments to the order, the contract between the parties shall only be concluded on the date on which the Supplier confirms its acceptance of the order (in the manner specified above), otherwise it shall be null and void.
8. In case where the Recipient places an order not preceded by a sales offer from the Supplier, the contract is concluded on the date the Supplier confirms the acceptance of the order (in the manner described above). The Supplier shall make the confirmation of order acceptance within 3 (three) business days of receiving it.
9. The parties exclude any possibility provided for by law of an implied (tacit) conclusion of a contract.
10. Orders placed by the Recipient are, in each case, treated as orders placed by a person authorised to make declarations of will on behalf of the Recipient.
11. The Purchaser is obliged to specify the following details in the order:
 - the order reference number,
 - the preferred delivery date,
 - the detailed delivery address,
 - the name of the goods ordered,
 - the quantities ordered,
 - the proposed net price of the goods.
12. The Recipient accepts that the Supplier carries out production to individual orders. For this reason, and due to the limitations of the production technology, the quantity specified in the order may, in the absence of specific agreements regarding permissible deviations in quantity, be regarded exclusively as an approximate quantity. The Supplier shall adhere as closely as possible to the quantities ordered; however, the following tolerances in the quantity of goods are permitted in accordance with the agreed technical conditions: weight/quantity tolerance: +/- 10.0%.
13. Cancellation by the Recipient of an order confirmed by the Supplier requires the prior written consent of the Supplier.



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§ 3.

PRICE

1. The price of the goods is confirmed in the delivery contract (following the acceptance by Bromex of the price proposed by the Purchaser or specified in the price quotation of Bromex).
2. Value Added Tax (VAT), as applicable under the relevant provisions of law, is added to the price.
3. The Purchaser is not entitled to set off, withhold or deduct any claims they may have from the sale price.
4. Bromex is entitled to statutory interest for late payment in commercial transactions, in respect of overdue payments.
5. In the case of overdue payments, Bromex is entitled to charge debt recovery costs at the rates specified by the Legislator, according to the applicable provisions of common law.
6. If, as a result of overdue payment, Bromex takes debt recovery action, the Purchaser shall be obliged to reimburse the costs thereof – including debt recovery costs incurred by an external party – insofar as they exceed the rates specified in clause 5.
7. The Supplier may make the acceptance of an order for fulfilment conditional upon the Purchaser making an advance payment. The date and amount of the advance payment shall be determined by the Supplier.

§ 4.

DELIVERY OF THE GOODS

1. The order is fulfilled within the time limit agreed in each case between the Supplier and the Recipient, in accordance with the provisions of the delivery contract.
2. The method and place of delivery/collection of the Goods are specified in the contract.
3. Delays in the fulfilment of deliveries due to force majeure, strikes, production stoppages, shortages of raw materials, failure by the contractors of the Supplier to fulfil their contractual obligations, interference by state authorities, as well as events that significantly complicate delivery, including changes to the order made by the Recipient, for which the Supplier cannot be held liable, shall entitle the Supplier to extend the delivery time limit by the duration of the delay and the appropriate time necessary to resume operations – should the aforementioned circumstances arise.
4. If the delivery cannot be made within the time limit, the Supplier shall notify the Recipient of the new date for fulfilment of the order.
5. The Supplier reserves the right to withdraw from the contract in the event of force majeure, strikes, production stoppages, shortages of raw materials, failure by the contractors of the Supplier to fulfil their contractual obligations, interference by state authorities, as well as events which significantly complicate delivery and which the Supplier has not been able to foresee at the time of concluding the contract. In such a case, the Supplier shall notify the Recipient of the withdrawal from the contract in the same manner as that provided for the conclusion of the contract, immediately upon becoming aware of the occurrence of the aforementioned circumstances.



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§ 5.

CONTRACTUAL PENALTY

1. In the case of a delay by the Recipient in collecting the goods on time, the Supplier is entitled to charge a contractual penalty amounting to 1 (one) per cent of the value of the goods not collected on time for each day of delay, calculated from the day following the date on which the goods should have been collected.

§ 6.

DOCUMENTING THE DELIVERY/RECEIPT OF GOODS. DOCUMENTING THE SALE

1. Delivery note/goods receipt confirmation is the 'proof of delivery' issued by the Supplier.
2. The Recipient acknowledges receipt of the goods by stamping the 'proof of delivery' document and having it signed legibly by the authorised person collecting the delivery. Furthermore, the date of receipt is entered on the goods receipt/delivery receipt.
3. Each delivery/collection requires an invoice to be issued.
4. Invoices are sent either electronically or by post to the address specified by the Recipient.
5. Quality certificates are provided with each delivery or sent electronically.
6. 80x120 Euro pallets or 100x120 industrial pallets are to be returned upon delivery, unless the contract concluded by the Parties stipulates otherwise. The Parties shall agree on the method of returning/settling the pallets on a case-by-case basis.
7. For each consignment, the Supplier shall issue a pallet receipt confirming the number of pallets in the delivery.



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§ 7.

COMPLAINTS

1. The Purchaser has the right to lodge a complaint regarding the goods received. A complaint may only be lodged if the procedure set out in the contractual provisions below is adhered to.
2. The Recipient undertakes to carry out a quality inspection of the bulk packaging upon receipt of the delivery. Should any non-conformities be identified, the Recipient must make a relevant note on the proof of delivery. The documents must be sent to the Supplier no later than 3 (three) days after the non-conformities have been identified.
3. The Recipient undertakes to verify, in terms of quantity, the goods delivered at the time of acceptance of the delivery. If any non-conformities are found, the Recipient must make an appropriate note on the proof of delivery. The documents should be sent to the Supplier no later than 3 (three) days after the non-conformity is identified. If the Recipient fails to fulfil this obligation, the Supplier shall not be liable for any non-conformities in terms of quantity of the goods
4. The Recipient undertakes to verify the goods in terms of quality. If any non-conformities are found, the Recipient must notify the Supplier of this fact via electronic communication, to the specified e-mail address. Documentation confirming the non-conformities should be sent to the Supplier no later than 14 (fourteen) business days from the date of delivery.
5. The Supplier should consider the complaint within 14 (fourteen) business days of receiving the complaint document (described above) and send a response to the Recipient within that deadline. A condition for considering the complaint is that the Recipient make all of the defective goods available to the Supplier upon the request of the Supplier.
6. Goods may not be returned without the prior written consent of the Supplier. Storage costs shall be borne by the Recipient.
7. If the analysis of the cause of a complaint requires additional measures, such as consultation with suppliers of components or services, or the carrying out of tests, analyses, etc., the time taken to complete the complaints procedure may be extended.
8. If the complaint is not upheld, the costs of the complaint shall be borne by the Purchaser.
9. A complaint does not entitle to withhold payment.

§ 8.

FINANCIAL SETTLEMENTS

1. Payment for the goods delivered shall be made by bank transfer to the account specified by the Supplier, on the basis of the invoice.
2. Payment shall be deemed to have been made at the time the funds are credited to the bank account of the Supplier.
3. In case of failure to pay, in whole or in part, for any goods delivered, the Supplier shall be entitled to withhold the acceptance of any further order or to suspend the fulfilment of an accepted order until the outstanding payments have been settled in whole, or to withdraw from the performance of the concluded contract, agreement, delivery or order, without incurring any consequences in this respect.

§ 9.

RISK OF LOSS OR DAMAGE

1. The risk of loss or damage to the goods transfers from the Supplier to the Recipient according to the Incoterms® 2020 term applicable to the delivery under the Contract.



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2. In case where the Recipient collects the goods in person, the risk of loss or damage to the goods transfers to the latter upon issuance of the goods.
3. The Parties may stipulate in the contract that the goods are to be transported by the Purchaser (either personally or via an external carrier). Upon acceptance of the goods by the Purchaser or by a Carrier designated by the Purchaser, the responsibility for maintaining the goods in an undamaged condition, as well as the risk of their loss, destruction or damage, shall be transferred to the Purchaser. Should any of the situations described in the preceding sentence arise, the Purchaser shall not make any financial claims against Bromex.

§ 10.

LIABILITY OF THE SUPPLIER

1. The Supplier shall be liable for any failure to perform or improper performance of an obligation arising from the contract concluded with the Recipient, resulting from a culpable act or omission.
2. This liability is limited exclusively to the actual loss suffered by the Recipient, but shall not exceed the value of the order or other obligation of the Supplier that has not been performed or has been performed improperly.

§ 11.

FINAL PROVISIONS

1. Severability clause: Should any provision be deemed invalid or unlawful, this shall not affect the validity of the remaining provisions of these GTCs.
2. In the situation described in the preceding sentence, the parties undertake to adopt provisions which shall effectively reflect their prior will.
3. The Purchaser is obliged to maintain confidentiality regarding any information relating to the contract concluded with Bromex. The Purchaser undertakes to use its best endeavours and to implement procedures to fulfil the obligation arising from the first sentence.
4. When placing an order, the parties shall provide their address details, telephone numbers and e-mail addresses. If the above details are not provided, the parties shall be deemed to have provided the address details as set out in the relevant registers and records.
5. In case where the Recipient applies the General Terms and Conditions of Purchase to the delivery contract, these GTCs shall take precedence.
6. The exclusive governing law is Polish law.
7. Any disputes arising between the parties in connection with the conclusion or performance of the contract shall be settled exclusively by the Polish common courts, provided that, within the jurisdiction of the common courts, the parties submit all disputes to the court having jurisdiction over the registered office of the Supplier.
8. In matters not governed hereby, the provisions of the Civil Code and other relevant provisions shall apply.



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