



**GTS EX – General Terms of Sale (export) have been applicable since 1 February 2019 to all agreements entered into between ONDO sp. z o.o. [Ltd.] and entrepreneurs (hereinafter referred to as the CONTRACTORS) within the frameworks of business activity conducted by them.**

#### **§1 ENTERING INTO CONTRACT**

1. Any order may be submitted to an employee of the Commercial Department of **ONDO sp. z o.o.** during a meeting, by phone or by means of an e-mail sent to the following address [sales@ondo.eu](mailto:sales@ondo.eu).
2. Contract conclusion takes place upon email confirmation of the order submitted by the **CONTRACTOR** by **ONDO sp. z o.o.**
3. When confirming an order by email, **ONDO sp. z o.o.** may introduce some changes in it having consulted them with the **CONTRACTOR**.
4. Lack of written **CONTRACTOR**'s objection to the changes proposed by **ONDO sp. z o.o.** shall mean consent to contract conclusion in accordance with the terms and conditions given in the order confirmation.
5. Lack of order confirmation by **ONDO sp. z o.o.** shall mean refusal to conclude a contract.
6. **ONDO sp. z o.o.** receives orders from Monday to Friday between 8:00 and 16:00.  
Any orders submitted after 14:30 shall be regarded as submitted on the following working day.
7. At the **CONTRACTOR**'s request, provided that it complies with customs regulations applicable on the territory of the European Community and provisions of the international economic law, **ONDO sp. z o.o.**, may provide additional documents (certificates, attestations, certificates of origin, etc.).  
The **CONTRACTOR** shall be obliged to notify that when establishing commercial conditions concerning a given order and/or cooperation agreement.  
Any costs relating to the provision of such documents by **ONDO sp. z o.o.** shall be settled with the **CONTRACTOR** on an individual basis.

#### **§2 TRANSPORT AND DELIVERY OF GOODS**

1. Standard prices of **ONDO sp. z o.o.** do not include the costs of transport, unless the parties have agreed otherwise.
2. **ONDO sp. z o.o.** shall ship goods following the **EXW** or **DAP** rules (INCOTERMS 2010).
3. Each loading of goods is recorded in the internal monitoring system of **ONDO sp. z o.o.**
4. The **CONTRACTOR**, when collecting the goods in person, or arranging transport on its own (**EXW**), shall be obliged to check the goods condition and in the event of finding any damages or irregularities to notify the person releasing the goods. **ONDO sp. z o.o.** may load the goods, while placing liability for loading on the **CONTRACTOR**.
5. In the event of following the **EXW** rule, after delivery of goods the **CONTRACTOR** shall be obliged to confirm to **ONDO sp. z o.o.**, by email sent to the following address: [sales@ondo.eu](mailto:sales@ondo.eu), the fact of goods delivery by sending a CRM document scan, together with signature, company stamp and town name, or by supplementing the statement enclosed in Appendix no. 1. Lack of the town of delivery shall mean lack of confirmation of receipt.
6. In the event that a CRM document is missing, the "Statement of receipt" (Appendix no. 1) shall be filled out and sent by email, in the form of a scan, to the following address: [sales@ondo.eu](mailto:sales@ondo.eu), together with signature and company stamp.
7. **ONDO sp. z o.o.**, when applying the **DAP** rule, shall be liable for the whole delivery ("door-to-door") until the goods are delivered to the **CONTRACTOR**.  
A transport fee is specified as a separate item on the invoice, unless the **CONTRACTOR** requests otherwise.
8. In the event of the **DAP** formula, if the **CONTRACTOR** is aware of significant delay, damage or loss of the shipment, it shall be obliged to notify **ONDO sp. z o.o.** immediately, preferably by email sent to the following address: [sales@ondo.eu](mailto:sales@ondo.eu)
9. Any change in the transport principles described in **GTS EX** is possible only after it has been confirmed in writing (also in an electronic form) by **ONDO sp. z o.o.**
10. Dates of delivery stemming from the arrangements between the parties may be changed in case of any events for which **ONDO sp. z o.o.** is not held liable (e.g. force majeure or any other acts of God). **ONDO sp. z o.o.** shall notify the **CONTRACTOR** immediately about any such situation/event.

#### **§3 PAYMENTS**

1. All payments in favour of **ONDO sp. z o.o.** shall be made in the form of a bank transfer directly into **ONDO sp. z o.o.**'s bank account, unless **ONDO sp. z o.o.** has reserved any other form of payment.
2. The **CONTRACTOR** shall be obliged to pay for delivery within the term indicated on a respective invoice.
3. **ONDO sp. z o.o.** shall attach an invoice to each shipment free of charge and shall send it to the indicated e-mail address. It is also possible to send the original invoice, for an additional fee, by courier in the form of a letter to the indicated address.
4. If the **CONTRACTOR** is in possession of the ordered goods, it may not withhold making the payment due to the lack of invoice, provided that it has not notified the lack of it within 5 working days from the date of goods takeover.
5. Exceeding the term of payment of at least one invoice (in whole or in part) shall entitle **ONDO sp. z o.o.** to withhold future deliveries until all outstanding payments are made.

#### **§4 COMPLAINTS**

1. In case of following the **DAP** formula, if any shipment delays, damages or losses are found in delivery, the **CONTRACTOR** shall be obliged to lodge a complaint directly to the external carrier providing the transport service and notify **ONDO sp. z o.o.** by e-mail sent to the following address: [sales@ondo.eu](mailto:sales@ondo.eu).
2. In the event of finding any mechanical damage of a pallet (tearing of security foil, damage of tape with the company logo, visible content) during delivery, the basis for recognising such complaint will be a record concerning any such damages in the carrier's acceptance protocol or in any other document confirming goods delivery. The complaint report signed by the driver (together with the photos of damages) shall be provided to **ONDO sp. z o.o.** in order to handle the complaint further with the carrier.
3. Any complaints regarding any non-compliance with the confirmed order (including e.g. prices) and those referred to in §4.1 shall be notified to **ONDO sp. z o.o.** ([sales@ondo.eu](mailto:sales@ondo.eu)) within 5 working days from the date of delivery, referred to in §2.7.
4. In case of following the **EXW** formula, **ONDO sp. z o.o.** shall not be held liable for any mechanical damages occurring during transport and loading. No complaints within this scope will be accepted.
5. Other quantitative and qualitative complaints (other than those mentioned in §4.1-4) shall be lodged in accordance with a warranty booklet (provided that it is attached) or generally applicable regulations, including especially the Civil Code.
6. Lodging of a complaint for delivered goods shall not entitle the **CONTRACTOR** to withhold, in whole or in part, the payment within the term stipulated on the invoice, subject to §3.4.
7. In the event of finding a failure to fulfil the obligation stipulated in §2.6 or 2.7, or lodging of a written complaint after the date stipulated in §4.3, any liability on the part of **ONDO sp. z o.o.** for the number and quality of goods and their packaging is excluded, unless it stems from the provisions of Section 11<sup>1</sup> Art. 576<sup>1</sup> and the following of the Civil Code
8. **ONDO sp. z o.o.** shall consider every complaint immediately. A long term of complaint consideration may relate to the necessity of reporting a given defect to the manufacturer or hiring an expert to evaluate the complaint.
9. Any goods returns not agreed before in writing shall not be accepted and they shall be sent back to the **CONTRACTOR** at the **CONTRACTOR**'s expense.
10. Any replacement or return of goods shall be confirmed in writing, whereas any related risk and costs shall be borne by the **CONTRACTOR**.

#### **§5 ACCEPTANCE OF GTS CONDITIONS**

1. Placement of an order by the **CONTRACTOR** with **ONDO sp. z o.o.** (regardless of its format) shall constitute the confirmation that the **CONTRACTOR** has become acquainted with the provisions of these General Terms of Sale (export) and accepts them without any reservations.
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Appendices:

1 – Statement of receiving goods

THE END