

General Conditions of Sale of Goods for the 3A COMPOSITES MOBILITY S.A. company (hereinafter referred to as the Orderer)

1. These General Conditions of Sale shall bind Sellers to the full extent, unless the parties explicitly exclude the application of some of their provisions in writing.
2. In the case of an Order placed with the Seller, who remains in permanent business relations with the Orderer, the Seller's non-response to the Order within 3 working days means the acceptance of the Orderer's offer on the terms specified in the Order. Permanent business relations shall mean either the continuation of execution of another order of one of the parties or the repeatability of the Parties' commercial contacts consisting in at least double performance by one party of the other party's order during the 12 calendar months preceding the placement of the Order.
3. A Seller who does not remain with the Orderer in permanent business relations is obliged to confirm the acceptance of the Order in writing (Order Confirmation), within 5 working days, unless otherwise agreed between the Parties. After the deadline, the Order ceases to be binding for the Orderer.
4. If the Order Confirmation in any scope will contain conditions inconsistent with the terms of the Order, the Orderer has the right, within 5 working days from the date of receipt of the Order Confirmation, to declare whether he accepts the execution of the Order on terms changed by the Seller. The Orderer's statement may be sent to the Seller by fax/email or by phone.
5. In the event of a discrepancy between the Order placed by the Orderer and the Seller's invoice, the details of the Order shall be considered agreed.
6. The Supplier guarantees that he has suitably qualified personnel able to ensure the required quality and compliance with specific requirements of the Orderer.
7. Deliveries of the Goods are accepted at the headquarters of the Orderer during the opening hours of the warehouse, i.e. 7.00-15.00. It is allowed to accept the delivery outside the warehouse opening hours, provided it is agreed in advance between the Orderer and the Seller. In the case of a different place of delivery than the headquarters of the Orderer, such information will be specified in the Order.
8. In the event of a change in the delivery schedule by the Seller, it is communicated to the Orderer.
9. The quantity control of the delivered Goods and their condition after transport takes place immediately after their delivery to the Orderer's warehouse, by comparing the compliance of the delivery with the delivery and Order documents and by visual inspection of the external condition of the Goods.
10. If the delivery is not compatible in terms of quantity or quality with the terms of the Order, the Orderer will inform the Seller thereof by fax/email or by phone. Thus, the Orderer has the right not to accept the delivery. The Seller is obliged to deliver the missing parts of delivery or replace the defective Goods with a new one free from defects within 3 working days from the date of reporting the nonconformity by the Orderer.
11. The Seller guarantees that the technical and performance parameters of the Goods are consistent with the requirements of the Orderer specified in the Order (supported by the attests, certificates, etc. where applicable) and that during the warranty or guarantee period, the Goods will be free from defects which would prevent their proper and failure-free operation.
12. The Seller will notify the organization if a non-compliant product occurs and agrees the rules regarding the consent for the delivery of such products.
13. The Seller undertakes to transfer the requirements of the Orderer to his suppliers.
14. The Seller undertakes to notify the Orderer about the planned and/or made changes to the product/process delivered.
15. The Seller bears full civil and financial liability for the consequences and results of defects of the Goods, disclosed or created during the warranty or guarantee period due to improper Quality of the delivered Goods.
16. In the case when a defect in the Goods occurs during the warranty or guarantee period, the Supplier is obliged to prepare a report regarding the defect of the Goods indicating the reason for its occurrence and the method of removal at the latest within 2 weeks from receiving the Information and its detection.
17. If the Seller does not remove the defect reported within the warranty or guarantee period within the deadline, the Orderer has the right to remove the defect itself or have it removed by a third party at the expense of the Seller, without losing the rights arising from the guarantee or warranty.
18. The Orderer informs that the majority of orders are placed for the purpose of public procurement, the improper performance of which is sanctioned by penalties calculated on the value of products in which goods covered by the Order can be assembled.
19. Providing the Seller with information related to the Order to third parties requires the written consent of the Orderer.
20. The Orderer reserves the right to access all arrangements related to the order and to all records related to the implementation. The right of access also applies to clients of the Orderer and external controlling bodies.
21. All disputes related to the order shall be settled by the court competent for the Orderer.
22. The Seller ensures that in the case of special processes, he has qualified and authorized personnel able to perform the order.