

GENERAL TERMS OF SALE

1 – General

- These Terms of Sale apply to all commercial transactions except for those explicitly agreed and understood in writing between YKK Poland and the Buyer. In writing agreements between parties General Terms of Sale can be modified or excluded on grounds of mutual consent expressed in writing.
- All sales and services by YKK Poland are executed under the reciprocal acceptance of the General Terms of Sale described in this document.
- All commercial transactions are based on the Terms of Sale hereafter, and any omitted case by the based on appropriate provisions of the Polish law.

2 – The Contract

- YKK Poland will deliver within Polish territory under the “CIF” conditions (dispatch and transport under YKK Polish’s responsibility), except in the case when the value of the order is less than 700 PLN an extra charge of 30 PLN is add on the invoice or the Buyer proceeds with the collection of the goods object of the contract (hereafter denominated “goods”) at YKK Poland installations. Outside the Republic of Poland the Buyer take entire responsibility for dispatch and transport of goods.
- Any reference to quality, nature or condition of the goods described in leaflets, catalogues, etc., shall be considered merely as indicative, except when explicitly stated otherwise. This also applies to photos, drawings and illustrations of the goods.
- The Buyer shall not disclose to third parties the contents of proposals, illustrations or similar documents, without the written authorization of YKK Poland.

3 – Reception of the Goods

- The Buyer is responsible for all the necessary reception procedures when the delivery is to take place at YKK Polish’s installations, from the moment the Buyer is notified of the availability of the goods. In all other cases, the Buyer is

responsible for the necessary procedures to receive the goods when the delivery is to take place in their installations. Failing to fulfil their obligations, the buyer will be responsible for any additional cost. For instance, storage charges, etc. This provision applies also to foreign delivery.

4 – Order Suspension or Cancellation

- In the event of the Buyer requesting the suspension or cancellation of an order under production, the Buyer will be obliged to pay for all the services and material already completed at the time of the cancellation.

5 – Prices and Payment Conditions

- Unless agreed in writing, orders with less than 10 pieces per length and colour shall have an extra charge of 20% on the price.
- Unless agreed in writing, the buyer will be liable for any additional costs such as: transport, costs of loading and unloading as well as custom duties, if applicable.
- Payments due shall be directed to the Head Office of YKK Poland . Payments will be accepted in cash, cheque or bank transfer. YKK Poland reserves the right to refuse any other form of payments, within legal limits.
- Invoices shall be paid within 30 days of issue, unless previously agreed in writing between both parties.
- The first delivery shall be paid in full at the moment of reception.
- Without affecting any legal rights, delay in payments will incur the charging of interest by YKK Poland at the legal rate established for commercial transactions.
- Partial delivery of orders shall correspond to the payment of the delivered goods.
- YKK Poland reserves the right to accept only orders against payment in advance in the case of non-fulfilment of payment terms and conditions in previous orders.
- YKK Poland reserves the ownership right of the goods until the full payment of the price.

6 - Discounts

- Commercial discounts are negotiated case by case with the buyer.

7 – Returns and Complaints

- Returns of goods will only be accepted when previously agreed or officially established.
- Complaints shall be addressed in writing to YKK Poland on the following address Tarczynska str.119,Pogorzałki 96-320 Mszczonów.
- Any defective goods for which responsibility unequivocally lies with YKK Poland and has been certified by YKK Poland shall be corrected or replaced without additional costs to the buyer.
Replacements shall be effected within a reasonable timeframe indicated by YKK Poland.
- Complaints regarding quantities shall only be accepted in writing within 10 (ten) days of dispatch.

8 – Liability

- YKK Poland shall be exempt from all liability pertaining to the non-fulfilment of supply contracts in the event of circumstances beyond our control (for example in the case of natural disasters, state of war, war) and reserves the right, within legal limits, to alter or contract out of an agreement whenever facts implying a change in the sales conditions arises.

9 – Jurisdiction

- Any litigation or dispute arising from the application of the present Terms of Sale will be submitted to the national court in Poland. The law governing the contracts is law of the Republic of Poland. In matters not resolved in present Terms of Sale the law of the Republic of Poland applies. The Terms of Sale has been drawn both in Polish and English language version. In case of any differences of its interpretation the Polish language version is binding.