

## **Aztec International S.A.**

### **General Terms and Conditions of Sale and Delivery**

#### **1. General provisions**

**1.1.** General Terms and Conditions of Sales and Delivery of Aztec International S.A., hereinafter referred to as "General Terms and Conditions", apply to all sales transactions and deliveries of products from Aztec International S.A. to the Customer, hereinafter referred to as "Parties", unless it has been agreed differently in a separate agreement.

**1.2.** In these General Terms and Conditions, the Customer is defined as a natural person, a legal entity or an organizational entity which is not a legal person, whom the Act grants legal capacity, who purchases products from Aztec International S.A. for purposes related to their business activity and is not a consumer.

**1.3.** General Terms and Conditions are an integral part of all contracts and agreements related to sales and delivery of products from Aztec International S.A. to the Customer, replace all previous agreements between the Parties in this respect and take priority over the Customer's general terms and conditions.

**1.4.** Any changes in General Terms and Conditions shall not be valid unless agreed in writing by Aztec International S.A.

**1.5.** All drawings, pictures, graphic materials, price offers and other documents related to the products and business activity of Aztec International S.A. are subject to intellectual property rights regardless of the fact that they have been published or made available for the Customer. Therefore, the aforementioned materials must not be copied or passed to any third party without a written permission from Aztec International S.A.

#### **2. Purchase order and order confirmation**

**2.1.** Aztec International S.A. sells its products for which the prices are given in current price offers. Aztec International S.A. reserves the right to change the prices at any time, without the Customer's consent. Any changes in the price offers shall be communicated to the Customer in advance.

**2.2.** Aztec International S.A. sells its products based on Customer's purchase orders.

**2.3.** Purchase orders should be placed in a written form and sent by e-mail at [sales@aztec-international.eu](mailto:sales@aztec-international.eu)

By placing an order, the Customer accepts General Terms and Conditions of Aztec International S.A.

**2.4.** Any oral statement related to sales and delivery of products to the Customer, shall be valid only after it has been confirmed in writing by a Sales and Customer Service Department employee of Aztec International S.A.

**2.5.** When placing a purchase order, the Customer is obliged to make sure that the information included on the order is correct and to provide Aztec International S.A. with all necessary details needed to carry such order out. A purchase order should specifically include:

- Description and quantity of ordered products
- Company information for invoicing purposes (full name and address of the Customer)
- Delivery address
- Name of contact person and their telephone number/e-mail address
- Valid VAT Reg. No.

**2.6.** After placing an order, the Customer receives from Aztec International S.A. an order confirmation. The order confirmation is a document containing in particular, the description and quantity of ordered goods and their prices as well as information about the shipment date.

**2.7.** After receiving the order confirmation, the Customer is obliged to check if all the information it contains is correct and remains in accordance with their purchase order.

**2.8.** The purchase order will be carried out by Aztec International S.A. only after receiving a confirmation from the Customer in a written form. The confirmation can be submitted in one of the following ways:

- Signed copy of the order confirmation sent in an electronic format by e-mail at [sales@aztec-international.eu](mailto:sales@aztec-international.eu)
- Statement sent by e-mail in which the Customer explicitly accepts all conditions included in the order confirmation.

**2.9.** The conditions given on the order confirmation remain binding for both Parties, provided that the Customer sends their confirmation to Aztec International S.A. within 24 hours from the moment they received the order confirmation.

#### **3. Cancelling an order**

**3.1.** Any order can be cancelled provided that it has not been earlier confirmed by the Customer (see point 2.8.).

**3.2.** To cancel a purchase order that has already been confirmed, the Customer needs to obtain a written permission from Aztec International S.A. In case the process of carrying such order out has already started, the Customer is obliged to cover the costs incurred by Aztec International S.A.

#### **4. Prices**

**4.1.** All prices are quoted net, exclusive of VAT.

**4.2.** Prices given on the order confirmation do not include costs of delivery to the Customer (transport costs) or any other additional costs. If an order is packed and dispatched on EURO-pallets, then an additional fee will be charged. Aztec International S.A. reserves the right to change the price of EURO-pallets depending on the changes of their current market price.

**4.3.** Until otherwise specified, all price offers presented by Aztec International S.A. are considered non-binding and valid for the period of one month.

#### **5. Shipment date**

**5.1.** Shipment date indicated on the order confirmation is an approximate date and might change as a result of events and circumstances which are beyond the control of Aztec International S.A., such as, for instance, a delayed delivery of materials from suppliers to Aztec International S.A. The Customer shall be informed immediately in case a delay in shipment date is expected to occur, the delay, however, does not entitle the Customer to cancel the purchase order.

#### **6. Terms of delivery, risk in transport**

**6.1.** Terms of delivery are Ex Works (Incoterms ©2010). The delivery is considered to be carried out when Aztec International S.A. makes the goods available at their premises, either to the Customer or to a Forwarder indicated by the Customer.

**6.2.** Aztec International S.A. can organize a delivery of goods by means of a Forwarder chosen by the Customer. Transport costs, insurance costs and any other additional costs will be paid by the Customer and added to the invoice.

**6.3.** Aztec International S.A. shall not be held liable for any damage done to the goods during transport nor for any delay in delivery caused by the Forwarder chosen by the Customer.

#### **7. Terms of payment**

**7.1.** Terms and forms of payment are specified on the order confirmation. The Customer might be asked to make a partial advance payment for the ordered products. The amount to be paid in advance will be indicated on the order confirmation.

**7.2.** The Customer is obliged to pay in due time in accordance with the terms set out on the invoice. The payment deadline begins on the day the invoice is issued. The date of payment settlement is the date of posting the receivables on the Aztec International S.A. account. For international payments Aztec International S.A. allows 3 business days for posting the transfer. For unpaid payments, interest will be added for each day of delay in the amount of 12% per annum (0.0329% / day). The unpaid payments will be issued interest notes / requests for payment, each document will be associated with a cost of 10.00 Euro net.

**7.3.** If the Customer is late with the payment, Aztec International S.A. reserves the right to stop carrying out other pending purchase orders, till the Customer has paid all overdue invoices.

#### **8. Complaints**

**8.1.** Aztec International S.A. is obliged to deliver products to the Customer in accordance with the ordered quantity and the quality specified in technical data sheets.

**8.2.** Defects in the delivered products, for which Aztec International S.A. is held responsible, give the Customer the right to demand that Aztec International S.A. replaces the faulty products with new ones. Should this be impossible, the Customer has the right to receive a money refund (equaling the value of faulty products).

**8.3.** The Customer should check every delivery. The quantity should be checked based on information included on the Packing list (in case of goods delivered on pallets) or a EOR document (in case of goods delivered in packages). These documents contain detailed information about the quantity and packing methods of the delivered goods and are always attached to the pallet/package.

**8.4.** Complaints concerning products supplied by Aztec International S.A. must be made in writing and should contain in particular: the product description, quantity, invoice and/or Packing list/EOR no., reasons for filing a complaint (including photographs) and a copy of the CMR document with appropriate remarks describing the nature of the complaint.

**8.5.** Complaints about shortages in delivery should be notified to Aztec International S.A. without any delay, right after the delivery and immediately a shortage has been discovered.

The Customer is particularly obliged to verify if the number of outer boxes on each pallet corresponds to the information specified on the Packing list. This should be done during the unloading, in the presence of the representative of the Forwarder. In case a shortage is found, the Customer should make appropriate remarks on a copy of the CMR document for the representative of the Forwarder and take a picture of a pallet in which a shortage was discovered.

Shortages which could not be detected during the unloading (other than concerning the incorrect number of outer boxes on pallets) should be notified to Aztec International S.A. in writing within 3 working days from the delivery date.

**8.6.** Complaints about quality defects should be notified to Aztec International S.A. immediately after they have been discovered. A complaint should be made in writing and contain a product description, quantity, invoice and/or Packing list/EOR no., reasons for filing a complaint, pictures of faulty products etc.

**8.7.** Aztec International S.A. will not be held responsible for any defects appearing if the product is not used according to the producer's recommendations or the product technical data sheet.

#### **9. Force majeure.**

- 9.1.** Each Party is responsible for failing to fulfil their obligations under these General Terms and Conditions and the Polish law.
- 9.2.** Parties can be released from fulfilling their obligations due to exceptional or unforeseeable circumstances that are beyond their control (force majeure).
- 9.3.** The term "force majeure" is defined as every event or circumstances that could not be anticipated or whose effects could not be prevented or avoided by the Parties even if due diligence had been exercised, including, without limitation, strikes and lockouts, extreme weather conditions and natural disasters, acts of parliament, wars or acts of terrorism, delays affecting suppliers or forwarders etc.

#### **10. Final provisions**

**10.1.** These General Terms and Conditions are valid from 01.01.2022 and are available for Customers on the Internet at: [www.aztec-international.eu](http://www.aztec-international.eu) and in Aztec International S.A. head office in Tarnowo Podgorne, Sowia 13C. Any amendments to these General Terms and Conditions will be valid promptly after being published on Aztec International S.A. website.

**10.2.** These General Terms and Conditions are governed by and construed in accordance with the Polish law. In matters not regulated by these General Terms and Conditions, the Polish Civil Code shall apply.

**10.3.** Any disputes arising between the Parties shall first be attempted to be solved by means of negotiations and consultations. In case the Parties fail to solve a dispute amicably, it shall be handled by the Polish courts, the right court shall be the common court having jurisdiction over Aztec International S.A. seat.

**10.4.** These General Terms and Conditions has been prepared in three language versions: Polish, English and German. In case of any ambiguities, the Polish version should be referred to.