
GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
for entrepreneurs applicable at
Przedsiębiorstwo Usług Technicznych "FIRMUS" Sp. z o.o.

1. General Provisions

1.1 The General Terms and Conditions for Purchase, hereinafter referred to as the GTCP, set out the general rules under which Przedsiębiorstwo Usług Technicznych FIRMUS Sp. z o.o., hereinafter referred to as the Buyer, purchases goods and/or services specified in the purchase order and constitute an integral part of each order.

1.2 These General Terms and Conditions for the Purchase of Goods and Services apply to every order received from FIRMUS and accepted for execution by the Seller.

2. Definitions

2.1 The following terms mean:

Buyer, Purchaser, or Firmus – the company Przedsiębiorstwo Usług Technicznych "FIRMUS" Sp. z o.o., with its registered office in Olkusz, at ul. Wspólna 21, 32-300 Olkusz, entered in the Register of Entrepreneurs of the National Court Register under KRS No.: 000212063, files kept by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division of the National Court Register, holding NIP No.: 6372027412 and REGON No.: 356849739, with share capital of PLN 250,000;

Seller – an entity conducting business activity and being an entrepreneur within the meaning of the Act of 6 March 2018 (Journal of Laws of 2018, item 646) – Entrepreneurs' Law, being the other party to the purchase agreement concluded with Firmus, in accordance with these General Terms and Conditions for the Purchase of Goods and Services;

Parties – the Buyer and the Seller;

General Terms or GTCP – these General Terms and Conditions for the Purchase of Goods and Services;

Agreement – the contract concluded between the Supplier and the Buyer as a result of the Supplier's acceptance of the Order sent by FIRMUS, under which the Supplier is obliged to deliver to the Buyer or a party indicated by the Buyer the goods or provide to the Buyer or a party indicated by the Buyer the services specified in the order;

Offer – a document issued by the Seller and addressed to the Buyer, containing terms tailored to the given Purchaser;

Order – a document submitted by the Purchaser, under which the Supplier is to deliver to the Purchaser or a party indicated by the Purchaser, or provide to the Purchaser or a party indicated by the Purchaser, certain goods or services.

3. Order Conditions

3.1 Acceptance of each order for execution should be confirmed in writing (letter or email) by the

Supplier within 2 working days from its receipt. Lack of written confirmation of the order by the Supplier within the above period will be treated by the Buyer as the Supplier's tacit acceptance of the order for execution under the terms set out therein.

3.2 Confirmation of the Order constitutes acceptance of these GTCP.

4. Delivery Conditions

4.1 Ordered products/materials/services shall be delivered by the Supplier to the location indicated in the order. The Supplier is obliged to insure the goods against all transport risks.

4.2 The Supplier is obliged to pack the goods in a manner ensuring they arrive undamaged, and to attach documents in Polish: delivery notes (WZ) or a copy of the invoice, certificates, attestations, declarations of conformity, warranty cards, operating manuals, technical documentation (DTR), and all other required documents.

4.3 Missing documents listed in 4.2 will render the delivery incomplete until provided, and may result in withholding or delaying invoice payment.

4.4 Delivery documents such as WZ or specifications must include the Purchaser's order number.

4.5 Goods can be received on business days from 6:30 to 15:00, unless otherwise stated in the order.

4.6 Delivery deadlines are set out in the order and are binding; it is the Supplier's responsibility to meet them.

4.7 A delivery is deemed on time if, by the agreed date, it is at the Buyer's disposal at the address stated in the order and has been accepted by an authorized person.

4.8 The Supplier must promptly inform the Buyer of any actual or potential circumstances that could prevent timely execution, indicating the expected delay and its causes.

4.9 If a warranty defect causes the Buyer to incur costs from an installation shutdown, the Buyer may claim damages from the Supplier.

4.10 In case of non-performance, the Buyer may deduct contractual penalties from the Supplier's remuneration.

4.11 The Buyer may claim damages under general Civil Code rules if contractual penalties do not cover the full loss.

4.12 The Buyer reserves the right to withdraw from all or part of the order not fulfilled on time, without any obligation to pay damages.

4.13 The Supplier must comply with current OHS and fire safety regulations in force at FIRMUS.

5. Warranty and Statutory Warranty

5.1 The Supplier grants the Buyer a warranty for the delivered goods/services for the period specified in the order, counting from the date of acceptance by the Buyer. If no period is specified, the warranty period is 24 months.

5.2 The Supplier shall repair or replace defective goods at their own cost within the time agreed with the Buyer, no longer than 14 days from notification.

5.3 The warranty period is extended by the time during which the goods could not be used due to defects.

5.4 Repairs/replacements shall be performed at the place where the goods are located, unless the Parties agree otherwise.

5.5 The statutory warranty rights under the Civil Code apply regardless of the granted warranty.

5.6 If a warranty/statutory warranty claim is accepted, all related costs, including transport, dismantling, reassembly, labour, and materials, are borne by the Supplier.

6. Prices and Payments

6.1 Prices given in the order are fixed and cannot be increased during order execution.

6.2 The price includes all costs related to the execution of the order, including but not limited to packaging, transport, insurance, customs duties, fees, and taxes (except VAT).

6.3 Invoices must show the order number and be issued to: Przedsiębiorstwo Usług Technicznych FIRMUS Sp. z o.o., ul. Wspólna 21, 32-300 Olkusz, NIP: 637-202-74-12.

6.4 Payment will be made via bank transfer within the period specified in the order, counting from the date of receipt of a correctly issued invoice and complete delivery.

6.5 The Buyer may withhold payment until defects are removed or missing documents are provided.

7. Assignment of Rights and Subcontracting

7.1 The Supplier may not assign rights or obligations arising from the order to third parties without the Buyer's prior written consent.

7.2 Subcontracting any part of the order requires prior written consent of the Buyer and does not release the Supplier from responsibility for proper execution.

8. Confidentiality

8.1 All information obtained from the Buyer in connection with the order is confidential and may not be disclosed to third parties or used for purposes other than execution of the order without the Buyer's consent.

8.2 This obligation remains in force after the execution of the order.

9. Force Majeure

9.1 Neither Party shall be liable for failure to perform obligations caused by force majeure.

9.2 Force majeure includes events beyond the control of the Parties, which they could not foresee or prevent, such as natural disasters, war, riots, strikes, epidemics, acts of authority.

9.3 The Party affected by force majeure shall immediately inform the other Party of the occurrence, expected duration, and cessation of such circumstances.

10. Termination

10.1 The Buyer may terminate the agreement with immediate effect if the Supplier violates its provisions, in particular if:

there is a delay in delivery;

defective goods are delivered;

the Supplier breaches confidentiality;

bankruptcy or liquidation proceedings are initiated against the Supplier.

11. Acceptance of Goods, Receipt of Materials, and Complaints Concerning Material Deliveries

11.1 The receipt of materials shall take place on the basis of prior notification, on business days between 6:30 a.m. and 1:30 p.m., in the order of arrival of vehicles.

11.2 A business day shall be understood as any weekday that is not a Saturday, Sunday, or public holiday, during which operational activities are conducted within the specified hours.

11.3 Any notification of non-conformity of the delivery with the purchase order must be submitted within 7 days from the date of receipt of the complete set of delivery documents specified in the order (including, but not limited to, delivery notes, certificates, personnel qualifications, equipment calibration documents, etc.).

11.4 The handling of a complaint arising from the supplier's fault shall incur administrative and logistical charges equivalent to the cost of one man-hour at the facility. This cost shall be invoiced with a payment term of 7 days. Failure to settle the invoice shall result in the outstanding amount being offset against the supplier's current invoices.

11.5 Materials delivered in non-compliance with the order shall be stored outdoors for a period of up to 7 days from the date the delivery defect is reported. Failure to collect the materials within this period shall be deemed abandonment of the materials pursuant to Article 180 of the Civil Code in conjunction with Article 60 of the Civil Code.

Should the supplier request covered storage for the non-compliant goods, the company shall provide such storage subject to space availability, for an agreed period, and in accordance with the following price list:

- Logistics fee: 1,000 PLN
- Storage fee for occupied area per day: 200 PLN/m²/day

Failure to collect the materials within the agreed period shall be deemed abandonment of the materials pursuant to Article 180 of the Civil Code in conjunction with Article 60 of the Civil Code.

12. Final Provisions

12.1 In matters not regulated by these GTCP, the provisions of Polish law shall apply.

12.2 Any disputes shall be settled by the court competent for the Buyer's registered office.

12.3 These General Terms and Conditions for the Purchase of Goods and Services apply from 1 July 2020 until amended or revoked.