

## **General terms and conditions of sale**

### **BEAST – Global Tool Company Sp. z o.o.**

1. All prices, tenders and confirmation of orders are without any engagement on the part of BEAST – Global Tool Company Sp. z o.o. (further called: BEAST GTC). BEAST GTC accepts no liability if changes in prices are not, or not timely, communicated to purchaser.
2. Our GENERAL TERMS AND CONDITIONS OF SALE always apply as an adhesive agreement, without explicit stipulation thereof, unless it has been agreed differently in writing.
3. Times of delivery are listed by approximation only, without BEAST GTC being held by them. A delay in delivery that can be deemed reasonable can not be a reason for purchaser to give notice of default.
4. If an order is established by mediation of agents directly or indirectly appointed by BEAST GTC, there is only an agreement that is binding for BEAST GTC under application of these GENERAL TERMS AND CONDITIONS OF SALE, if this order has been accepted by BEAST GTC.
5. An invoice means a purchase contract. After a purchase contract is agreed, customers accept invoices in electronic form.
6. Standard terms of payment – prepayment before releasing the goods. Standard terms of delivery: EXW. Other terms can determine an invoice.
7. Invoices must be paid whole. In the case of differences between the goods and the invoice describing the goods, the corrected invoice will be issued by BEAST GTC after it has received notice of these from the purchaser, mentioning the number of the invoice in question.
8. If the payment has not taken place within the term applying, BEAST GTC can suspend the delivery of goods not yet delivered until payment has taken place and charge purchaser an interest. All costs related to the collection of BEAST GTC's claim will also be charged to the purchaser.
9. The goods delivered remain under the non-possessionary pledge statute (Civil Law, par. 589) the property of BEAST GTC until full payment for those goods has taken place. The purchaser is not allowed to pledge, alienate and/or give these goods in use to any third parties free of charge without informing BEAST GTC thereof.
10. Complaints must be notified to BEAST GTC in writing within eight days after receipt of the goods, mentioning the invoice number in question, and will be investigated within four working days. Return consignments are allowed after approval by BEAST GTC. In the case of faults made by BEAST GTC, BEAST GTC shall pay the costs for such return consignments, however exclusively if the manner of returning complies with the instructions to be given for this by BEAST GTC.
11. BEAST GTC accept no responsibility / liability for printing and/or writing/typing errors in brochures, pamphlets or any other electronic-broadcasted or printed matter. The illustrations placed in the brochures, pamphlets or any other material exclusively serve to illustrate the product and give purchaser no rights on delivery of fully identical products.
12. BEAST GTC does not accept any responsibility / liability for the existence of any rights of origin, patent rights or industrial or intellectual property related to the BEAST GTC's offer on any market.
13. Upon ordering purchaser accepts these GENERAL TERMS AND CONDITIONS OF SALES.
14. The Polish law applies to all possible disputes. The disputes will be submitted to the Regional Court in Lublin for solution.

Świdnik, 23.11.2016