

GENERAL TERMS AND CONDITIONS OF ORDERS - hereinafter referred also to as 'OWZ' applicable for the suppliers of NBL Sport Spółka z ograniczoną odpowiedzialnością with its registered office in Bielsko-Biała, ul. Wapienicka 6, NIP (VAT number): 547-210-02-89, REGON (CRO certificate): 241093113 - hereinafter referred to as 'NBL'.

1. These terms and conditions of orders shall be applicable for NBL Suppliers and serve as the agreement template within the meaning of Art. 384.1 of the Civil Code.
2. Any general terms and conditions of agreements applied by the Supplier shall not be applicable for NBL to the extent to which they conflict or differ from these OWZ, unless the Parties decided otherwise in an agreement or other arrangement concluded between them. With the exception of any express reservation included in the Agreement, the Agreement and these OWZ shall constitute the sole source of rights and obligations between the Parties. Any offers, orders, negotiations and arrangements preceding signature of the Agreement shall not be a source of rights and obligations between the Parties.
3. The Supplier shall be understood as an entity that concluded an agreement for sale, supply, performance of work or provision of services to the benefit of NBL.
4. The Agreement shall be understood as an agreement for sale, supply, performance of work or provision of services concluded with the Supplier/Customer by NBL.
5. The Supplier and NBL are hereby jointly referred to as the Parties.
6. For the purpose of implementation of the order placed by NBL by the Supplier, the Supplier and NBL shall conclude an agreement, the subject matter of which constitutes, respectively: in case of agreement for sale - transfer of ownership of property, in case of agreement for supply - manufacture of property and its supply to NBL, in case of agreement for specific work - performance of work, in case of agreement for provision of services - provision of services. Acceptance of order for execution shall also be understood as commencement of its performance, without a written confirmation.
7. By concluding an agreement on the basis on an order in line with these terms and conditions of OWZ, the Supplier hereby asserts that the goods supplied/manufactured by the Supplier will be of the highest quality, compliant with the requirements resulting from the agreement, existing legal regulations, and in particular in the field of required certificates, technical opinions and permits, if required. Goods covered by the Agreement must be compliant with the requirements of the effective Polish and European standards.
8. The Supplier shall be liable towards NBL for any physical or legal defects of goods covered by the agreement for supply, including in particular to repair full amount of loss which occurred as a result of complaint notification, including the cost of transport of goods to NBL customers, costs of replacement of goods, costs of manufacturing new items or removal of defects in which defective goods of the Supplier were installed/applied.
9. The Supplier shall provide the required packaging for goods, in order to prevent their damage or deterioration of quality during transport to NBL. The type and quality of required packaging shall be determined by the relevant technical standards, and in case there are no such standards - by the circumstances known to the Supplier, concerning the conditions of transport of goods to NBL.

10. In case of a supply executed with the support of a carrier, the Supplier shall be liable for any actions or omissions on the part of the carrier as for their own actions or omissions.
11. In case when a supply of goods results in certain customs obligations, including customs formalities and payment of duty, the obligations in this respect shall be determined individually by the Parties.
12. The invoice and subject matter of the agreement for supply shall correspond to the items specified in the order.
13. Goods will be collected from NBL warehouse at ul. Wapienicka 6. In case of any quantity shortages or quality defects, NBL should notify the Supplier about such quantity shortages by fax or e-mail within 7 days from the delivery date, and about such quality defects within 14 days from the discovery date. The Supplier shall present their position by fax, e-mail or in writing within 3 days from the date of complaint receipt. The Supplier's failure to take a position concerning the subject shall be regarded as complaint acceptance without objections. In case a quantity complaint has been accepted, the Supplier shall provide NBL with the missing amount of products at their own cost and care within 7 days from the date of complaint receipt. In case a quality complaint has been accepted, the Supplier shall replace the defective goods free of charge with new goods free from defects within the deadline specified in the Agreement, and in case when the deadline has not been specified, within 7 days from the date of complaint notification. Should the Supplier fail to supply the missing amount of goods within the above deadline, or fail to replace the defective goods with new goods free from defects, as well as in the case when the Supplier fails to agree on a new date for supply or replacement of goods with NBL, NBL shall have the right to order goods and charge the Supplier with the obligation to pay the equivalent of costs of ordering these goods.
14. The deadline for payment of amount due for the subject matter of the Agreement shall be extended with the complaint procedure period.
15. Execution of collection of goods shall not release the Supplier from NBL claims related to warranty for defects and/or guarantee of quality.
16. NBL shall have the right to charge the Supplier with a contractual penalty in the event of the Supplier's delay in supply of goods or delay in removing defects under warranty for defects and/or guarantee of quality in the amount of 1% of net agreement (total net price for the subject matter of the Agreement).
17. In the event of a delay in supply of goods above 14 days, NBL shall have the right to withdraw from the Agreement. In case of NBL's withdrawal from the Agreement, as well as in case when the other party to the Agreement withdraws from the Agreement for any reasons through no fault of NBL, NBL shall have the right to charge the other party with a contractual penalty in the amount of 20% of net Agreement (total net price for the subject matter of the Agreement). NBL shall have the right to claim compensation for any losses exceeding the amount of contractual penalties referred to in these OWZ, as well as to pursue any other claims apart from or instead of the contractual penalty.
18. The Parties hereby undertake to keep provisions of the agreement for supply confidential, except for the reasonable obligations arising under the universal legal regulations.

19. The Polish law, in particular provisions of the Polish Civil Code, shall be the only law applicable for this order. Provisions of the United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, shall be excluded.
20. Any disputes resulting from performance of this order shall be resolved by the Polish court of competent local jurisdiction over the seat of NBL.