

ABAKUS SP. Z O.O. GENERAL SALE CONDITIONS

§1 General provisions

- 1.1. General sale conditions (GSC) specify the conditions of entering contracts of sale of products in the form of spare parts for means of transport offered by Abakus sp. z o.o. with its registered office in Warsaw 02-287, at 2 Aksamitna Street, entered into the register of entrepreneurs kept by the District Court for the capital city of Warsaw in Warsaw, the XII Economic Department of the National Court Register under the KRS [National Court Register] no. 0000009765, NIP [tax identification number] 9512021760.
- 1.2. In this document the following words and phrases shall have the meaning opposite them respectively:
- a) **Seller** – Abakus sp. z o. o.,
 - b) **Buyer** – a legal person being the second party of a contract of sale,
 - c) **Parties** – the Seller and the Buyer
 - d) **GSC** – these General Sale Conditions by Abakus sp. z o. o.,
 - e) **Commodities** – the products sold by the Seller to the Buyer,
 - f) **Day of Delivery** – the day of handing over the Commodities at the Seller's warehouse or the day of delivery of the Commodities to another place, under the conditions settled by the Parties in the Contract,
 - g) **Order** – the term defined in 2.1 of the GSC,
 - h) **Order Acceptance** – the term defined in 2.2 of the GSC,
 - i) **Order Change** – the term defined in 2.5 of the GSC,
 - j) **Place of Delivery** – the term defined in 3.1 of the GSC,
 - k) **Delivery Conditions** – the term defined in 3.2 of the GSC,
 - l) **Collection Protocol** – the term defined in 4.2 of the GSC,
 - m) **Overdraft Limit** – the term defined in 5.4 of the GSC,
 - n) **Contract** – the term defined in 5.5 of the GSC.
- 1.3. The GSC constitute an integral part of any sale contracts made by Abakus sp. z o. o. as the Seller with the Buyer. The Parties exclude application of any other contract provisions. Any other regulations (general conditions, templates, terms) employed by the Buyer do not apply.
- 1.4. The GSC can be changed only by means of a written Contract or otherwise any changes shall be invalid. Conclusion of a separate contract of sale excludes application of these conditions only within the scope regulated in it in a different way.

§2 Conditions of placing orders and concluding contracts

- 2.1. If the Buyer wishes to order Commodities, he or she will send the Seller an order for the Commodities (further: "**Order**") via e-mail at orders@abakusautolamp.com. Each order will include:
- a) the record number given by the Buyer,
 - b) information about the Commodities, that is data regarding the producer, symbol, number or any other data allowing for identification of the Commodities,
 - c) quantity of the Commodities.
- 2.2. After receiving the Order, the Seller undertakes to confirm its reception (further: "**Order Acceptance**") by sending an e-mail at the address from which the Order has been sent. An Order Acceptance will include:
- a) the record number of the Order given by the Buyer,
 - b) the price for ordered Commodities,