



GENERAL TERMS AND CONDITIONS

applicable to cooperation with NOEX Limited Liability Company sp. j.

Definitions

The terms defined below are used in this document with the following meanings:

- NOEX** – NOEX Limited Liability Company with its registered office in Komorniki at ul. Fabianowska 128;
- Contractor** – an entity which, as part of its business activities, purchases Goods from NOEX;
- Offer** – an offer made to the Contractor by NOEX to conclude a transaction, specifying in particular the type, quantity and price of the Goods;
- GTC** – this document specifying the general terms and conditions on which NOEX concludes transactions with Contractors;
- Transaction** – an agreement concluded between NOEX and the Counterparty, pursuant to which the Goods specified in the agreement are sold; the Transaction is concluded upon acceptance of the Offer by the Counterparty;
- Goods** – all goods available in the current commercial offer of NOEX;
- Order** – requests for quotation sent by the Counterparty to NOEX, specifying in particular the type and quantity of Goods that the Counterparty intends to purchase from NOEX;
- Materials** – materials developed by NOEX in connection with the Order being executed, in particular: specifications, designs, drawings.



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I. orders, deadlines

1. For the Order to be valid, it must be made in writing. Orders may be placed by fax or e-mail and should indicate: the type of Goods, their quantity, unit of measure, date, place and address of delivery, exact name, address and telephone number of the Contractor. For an Order to be valid, it must bear the company stamp and legible signatures of authorised persons.
2. Upon receipt of the Order, NOEX shall send the Contractor an Offer specifying the essential terms and conditions of the Transaction, in particular the type, quantity and price of the Goods, the date of execution of the Order, provisions regarding transport and the scope of NOEX's liability. The Offer shall be sent by fax or e-mail. Upon receipt of the Offer, the Contractor shall confirm its acceptance (by fax or e-mail) by 3:00 p.m. on the next business day at the latest, unless NOEX specifies a different deadline in the Offer. If no objections to the Offer are raised within the time limit and in the manner specified above, the Offer shall be deemed to have been accepted by the Contractor without reservation.
3. NOEX shall not be liable for any errors in Orders placed by the Contractor or for any lack of features or properties of the Goods that have not been agreed in writing with NOEX. The Contractor shall verify the suitability of the Goods for their intended use.
4. NOEX shall not be liable to the Counterparty for any inability to fulfil the Order or maintain continuity of supply of a given type of Goods.
5. Order completion dates are agreed individually. If, for any reasons not attributable to NOEX, the fulfilment of the Order within the agreed time limit proves impossible or difficult, NOEX shall inform the Counterparty of the new time limit for the fulfilment of the Order. NOEX shall not be liable for any delays in the fulfilment of the Order arising from reasons not attributable to NOEX.
6. The Order completion dates and other terms and conditions of sale may be subject to change, even after the Counterparty has placed the Order, in particular as a result of force majeure or other circumstances beyond NOEX's control.
7. If the Contractor places an Order for the first time, it is required, among other things, to provide documents confirming the fact that the Contractor conducts business activity, including a certificate from the relevant register and tax identification number, as well as other documents indicated by NOEX as necessary for the execution of the Order.



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II. collection, complaints

1. The Goods may only be collected by a person with written authorisation from a person authorised to represent the Counterparty.
2. Receipt of the Goods must be confirmed by a legible signature of the person authorised to receive them and the date on the delivery document or VAT invoice. The delivery date is agreed individually. NOEX shall not be liable for any delays arising from causes beyond NOEX's control.
3. Upon receipt of the Goods, the Counterparty is obliged to thoroughly check the condition of the outer packaging. If the Contractor finds external damage to the shipment or has reservations about the quantity of goods delivered or the contents of the shipment, the Contractor shall draw up a report in the presence of the person delivering the Goods, including a description and photographs of the shipment, and shall immediately inform NOEX thereof, no later than within 12 hours of delivery of the Goods.
4. The delivery of the Goods shall be completed upon handover of the Goods to the Contractor or to a carrier designated by the Contractor.
5. The Contractor is obliged to collect the ordered Goods. Failure to collect the Goods does not release the Contractor from the obligation to pay the full price.
6. The costs resulting from any damage to the Goods caused by loading shall be borne by the party that performed the loading.
7. Complaints regarding quality and quantity may be submitted no later than 2 days from the date of collection of the Goods. Failure to meet the deadline referred to in the previous sentence will result in the complaint not being considered. NOEX shall not be liable for any physical defects in the Goods arising after their collection by the Counterparty. These provisions do not exclude quality complaints at a later date, with the proviso that the complaint may only concern defects arising from causes inherent in the goods sold and revealed after collection of the Goods.
8. In the event of a defect in the Goods, the Contractor is obliged to report this fact to NOEX in writing within 2 days of the defect occurring and to send the defective Goods or batch of Goods to the address indicated by NOEX. The notification of the defect should include, among other things: the name of the goods, the sales document (invoice) number, a detailed description of the defect with all information concerning its occurrence, together with photographic documentation.



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9. Upon receipt of the Goods for which a defect has been reported, NOEX shall immediately, but no later than within 14 days of receipt of the Goods, assess the defect and inform the Contractor of the manner in which the complaint will be considered or the reasons for its rejection. NOEX shall have the right to inspect the place where the Goods subject to complaint were used. Refusal to allow an inspection or to deliver the defective Goods shall result in the complaint not being accepted.
10. The complaint may be accepted, at NOEX's discretion, by repairing the Goods or part thereof, or by replacing them with new Goods. With the Contractor's consent, it is possible to replace the Goods with other Goods of a value corresponding to the Goods subject to complaint or to refund the price.
11. Defective Goods shall become the property of NOEX.
12. The repair or replacement of the Goods shall take place within the time limit specified by NOEX.
13. In any case, NOEX's liability for defects in the Goods shall be limited to the value of the defective part of the Goods and shall not include the right to claim compensation for lost profits in connection with the defects in the Goods. NOEX shall not be liable for damage caused by damaged or defective Goods. NOEX's liability under the warranty shall be excluded.
14. NOEX shall not be liable for any defects in the Goods or damage resulting from:
 - a) any mechanical damage to the Goods, e.g. dropping, impact;
 - b) any chemical or thermal damage or deliberate damage to the Goods;
 - c) improper use, cleaning or maintenance of the Goods or use of the Goods contrary to their intended purpose;
 - d) incorrect assembly or unpacking of the Goods or improper securing of the Goods during transport or unloading;
 - e) natural wear and tear of the Goods during normal use;
 - f) any damage to the Goods caused by random events, e.g. fire, flood, and in any other case if the defect/damage to the Goods arose for reasons beyond NOEX's control;
 - g) failure to follow NOEX's instructions or recommendations.
15. All risks related to damage or loss of the Goods shall pass to the Contractor upon their release by NOEX.



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III. Payments

1. In cases where the price of the Goods has not been agreed with the Counterparty individually, NOEX shall sell the Goods to the Counterparty at the prices according to the current price list included in its commercial offer valid on the date of confirmation of the Order by the Counterparty. At the same time, NOEX reserves the right to change prices without prior notice to the Counterparty, unless this has been agreed individually in advance.
2. Prices agreed by the parties individually or included in the current price list apply only to the execution of a given Order, unless the parties agree in writing on a different scope of their validity.
3. Payment for the delivered Goods shall be made within the time limit specified in the invoice issued by NOEX. The date of payment shall be the date on which the amount is credited to the NOEX bank account indicated on the VAT invoice.
4. In the event of late payment, NOEX shall charge statutory interest for each day of delay in payment.
5. NOEX reserves the right to suspend further deliveries in the event of a delay in payment until the outstanding payments are settled. The contractor undertakes to bear all costs related to judicial or extrajudicial pursuit of claims.
6. If the Contractor is purchasing Goods from NOEX for the first time, payment for the delivered Goods shall be made in the form of a prepayment payable no later than on the date of delivery of the Goods. In other cases, payment for the delivered Goods shall be made within 14 days of the date of issue of the VAT invoice, provided that the Contractor provides the documents indicated by NOEX, which show that it provides a proper guarantee of payment. The list of documents in question depends on the legal form of the business activity conducted by the Contractor.

IV. Retention of title

1. The delivered Goods remain the property of NOEX until full payment has been made.
2. If the Counterparty processes the delivered Goods or combines them with another item, NOEX becomes its co-owner in proportion to the value of the delivered Goods. NOEX is the co-owner of the item thus created until all amounts due are paid by the Counterparty.



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V. Intellectual property rights

1. The Materials are the property of NOEX. The Contractor may acquire the Materials only on the basis of a separate agreement.
2. If, during the execution of the Order, NOEX makes the Materials available to the Contractor, NOEX declares that:
 - a) the provision of the Materials is for informational purposes only, and its sole purpose is to make arrangements for the conclusion or performance of the agreement;
 - b) it has all rights to the Materials, in particular personal and economic copyrights or rights protected under the provisions of the Industrial Property Law (Journal of Laws 2001 No. 49, item 508);
 - c) it does not consent to any use of the Materials without its written consent, in particular their distribution, recording, reproduction, processing (adaptation) or use in any other activity (e.g. industrial, commercial, marketing);
 - d) The materials are confidential within the meaning of Article 72¹ of the Civil Code. The Contractor is obliged not to disclose or transfer the materials to other persons and not to use the design for its own purposes. In the event of non-performance or improper performance of its obligations, the Contractor shall be obliged to repair the damage or surrender the benefits obtained;
 - e) does not transfer any rights to the materials to the Contractor, nor does it grant the Contractor a licence or any other rights to use the project.
3. The Contractor's liability for damages in the event of a breach of the provisions specified in point 2 does not preclude NOEX from making other claims against the Contractor, including those involving the obligation to refrain from certain actions or to take certain actions, to which NOEX is entitled, in particular on the basis of the provisions of the Civil Code, the Act on Combating Unfair Competition (Journal of Laws No. 153, item 1503), the Act on Copyright and Related Rights (Journal of Laws No. 90, item 631) or the Industrial Property Law Act (Journal of Laws 2001 No. 49, item 508).



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VI. Correspondence

1. Only correspondence delivered with confirmation of receipt shall have legal effect.
2. NOEX allows for the possibility of exchanging correspondence by fax or e-mail, however, any reference by either Party to the fact of delivery of a letter to the other Party shall be effective provided that a return receipt is received.
3. Both NOEX and the Contractor undertake to notify each other of any change of address, telephone and fax numbers. In the event of failure to comply with this obligation, a letter sent to the last address indicated by the Party and returned with a note of non-delivery shall be considered delivered.

VII. Other provisions

1. The Parties undertake to keep confidential all information concerning the other Party obtained in connection with the performance of the Order.
2. In matters not regulated in the GTC or in the Offer, the provisions of Polish law shall apply, including in particular the Civil Code.
3. In the event of disputes between the Contractor and NOEX, the court competent to settle them shall be the court competent for the registered office of NOEX.
4. The GTC shall constitute a binding part of every agreement concluded with NOEX, regardless of the form of conclusion of the agreement in question.
5. The GTC are available on the website and, at the Contractor's request, may be sent to their address in electronic or paper form.
6. The GTC were originally drafted in Polish. In the event of translation of the GTC into foreign languages, any doubts regarding interpretation shall be resolved on the basis of the original language version. The above also applies to any amendments to the GTC.



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