

**GENERAL TERMS AND CONDITIONS OF DELIVERY OF NON-FERROUS ALLOYS CASTINGS**  
**in force in FMB „BUMAR” Sp. z .o.o. Fabryczna 6, 73-200 Choszczno**

1. Castings are made on the basis of the following conditions as well as the conditions contained in the offer submitted to the Customer.
2. Placing an order by the Recipient is tantamount to accepting the offer and the terms of contract performance contained therein (technical conditions, terms, prices, payments and others). The performance of the contract begins with its confirmation by the Contractor. At the Customer's request (clause in the order), the Supplier is obliged to attach a certificate to each batch of castings for an additional fee.
3. The prices of castings are determined ex-warehouse of the Supplier. The collection is made by the Recipient at his own expense or by the carrier on behalf of the Recipient.
4. Receipt of products may take place after payment has been made by bank transfer to the Supplier's account (before collection), in cash or by check confirmed on the day of receipt - within 7 days from the date of receipt of the notification about the preparation of the products for collection.
5. In the event of a delay in payment exceeding 7 days from the notification, interest will be charged in accordance with applicable regulations.
6. The delay in payment authorizes the Supplier to suspend the execution of the order. The suspension time for this reason is not considered untimely.
7. Cancellation or reduction of the order obliges the Recipient to cover all costs incurred in connection with the performance of the order, and in particular to pay for the products made and the production process.
8. Force majeure events, such as: strikes, blockades and other similar circumstances that make delivery difficult or impossible (regardless of whether they occur at the Supplier's or raw material producers), entitle the Supplier to extend the delivery date by the time of their occurrence.
9. Foundry tooling such as models, core boxes, molds and pressure molds as well as the necessary construction and technological documentation may be made by the Supplier on the basis of a separate order and after the Customer covers the costs in the amount of 45% before the commencement of the tooling and 55% after completion implementation.
10. The Recipient may deliver tooling made according to the technology and design developed by the Supplier, or provide the tooling that will be adapted and implemented into production at the expense of the Recipient.
11. The equipment, after being put into production, regardless of its source, is not subject to delivery to the Customer. This is due to the specificity of starting foundry production, namely: the introduction of foundry equipment to production requires many tests, which determine the technological changes necessary to introduce the equipment, i.e. selection of allowances, refinement of gating systems, liquidation of heat centers, etc. design changes and adaptation of this equipment to owned casting machines.  
The tooling made by the Supplier for the ordered production is valued at own costs, i.e. it is made below the selling costs of the same tooling intended for sale.
12. The tooling is stored at the Supplier's for a period of 5 years from the completion of the last order.  
The tooling will be delivered to the Recipient when the Supplier refuses to accept the order.
13. The Recipient has the right to advertise the purchased castings in accordance with the following rules.
  - a) the Buyer shall notify the Supplier in writing about the identified defects of the products, stating the date of delivery, the number of the delivery note, the quantity of the products complained about and the type of defects found. The recipient delivers the advertised castings at his own expense.
  - b) The Recipient has the right to demand repair or replacement of the casting with a new one without the right to charge the Supplier with its own costs incurred in the event of possible machining of castings, assembly and disassembly, etc.
  - c) The Supplier notified about the defects of the products should immediately, but not later than within 14 days from the date of receipt of the notification, notify the Recipient of the manner of settling the complaint.
  - d) If it is found that the complaint of the product is caused by a defective structure of the instrumentation provided by the Recipient, it is possible for the Supplier to introduce technological and design changes on the basis of separate arrangements and after the Recipient covers the costs resulting from their introduction.
14. The Recipient is obliged to insure against third party liability of products for which products manufactured by FMB "BUMAR" in Choszczno are used. In the absence of insurance, it cannot claim compensation from FMB "BUMAR" Sp. z o.o. in Choszczno. Other terms of the contract performance, apart from the above conditions and the terms of the submitted offer, shall not be binding. The Recipient and the Supplier may agree in writing additional terms of the contract, which the Supplier will include in the offer.
15. Other terms of the contract performance, apart from the above conditions and the terms of the submitted offer, shall not be binding. The Recipient and the Supplier may agree in writing additional terms of the contract, which the Supplier will include in the offer.
16. The terms are valid from 02.10.2017 r.