General Terms and Conditions of Sale

Kuźnia Batory Sp. z o.o.

1. Definitions

Any references in these General Terms and Conditions of Sale (hereinafter called GTCS) to the following words and phrases:

a) **Seller**- shall be deemed to mean the company Kuźnia Batory Sp. z o.o. with its registered seat in Chorzów.

b) **Buyer**- shall be deemed to mean each and every counterparty to the Seller.

c) **Order**- shall be deemed to mean an order placed by the Buyer pursuant to the commercial Offer. Such an Order shall not be binding upon the Seller until the Confirmation of Order.

d) **Agreement**- shall be deemed to mean an individual agreement concluded by an between the Seller and the Buyer on the sale of products and/or services by the Seller.

e) **Confirmation of Order**- shall be deemed to mean the Seller’s written confirmation of Order placed by the Buyer.

f) **Commercial Offer**- shall be deemed to mean the Seller’s invitation to attend negotiations, aimed at the Buyer. Commercial Offer shall not constitute an offer within the meaning of the Civil Code.

g) **Subject Matter of the Agreement**- shall be deemed to mean products and/or services specified in the Agreement or the Confirmation of Order.

h) **GTCS**- shall be deemed to mean these General Terms and Conditions of Sale of Kuźnia Batory Sp. z o.o.

i) **Written form**- shall be deemed to mean making a representation in a form of a document with a signature subscribed by a person making it. In any case, if the provisions of the Agreement, GTCS or an agreement concluded under the Confirmation of Order require a written form, such provisions must be in writing or otherwise become null and void. The written form requirement shall be deemed observed also in the event a document drawn up in a manner specified in the first sentence above has been delivered via e-mail.
2. General Provisions.

2.1. Unless otherwise agreed by the parties in the Agreement or the Confirmation of Order, the provisions of GTCS shall apply to each and every Agreement concluded by the Seller and to each and every Confirmation of Order issued by the Seller.

3. Scope of application.

3.1. The provisions of GTCS constitute an integral part of each Agreement, including the Agreement concluded under the Confirmation of Order, and shall apply to matters not provided for in the Agreement or the Confirmation of Order.

3.2. The Buyer’s right to use standard form agreements, rules and regulations and general purchasing conditions or other equivalent documents shall be excluded.

4. The Agreement.

4.1. Each and every Commercial Offer of the Seller aimed at the Buyer constitute solely an invitation to attend negotiations. An order placed by the Buyer on the basis of such an offer shall not bind the Seller to deliver products and/or services or to conclude the Agreement or Confirmation of Order.

4.2. The Agreement shall be deemed concluded only upon its drawing up and executing by the Seller and the Buyer and upon the written Confirmation of Order by the Seller, or in the absence of the Agreement- upon the written Confirmation of Order by the Seller.

4.3. The Confirmation of Order shall be deemed accepted by the Buyer, provided that within 3 working days of sending thereof by the Seller, the Buyer files no objections in writing. In the event the Buyer files objections, both the Order and the Confirmation of Order cease to be binding and the sale of products and/or services requires the Agreement to be concluded, subject to the condition that the Seller introduces no changes to the Confirmation of Order.

4.4. The Confirmation of Order may be provided in electronic form to the address specified by the Buyer, or in writing.
5. Subject Matter of the Agreement, Delivery Date and Terms.

5.1. Subject of Sale.

5.1.1. The Agreement or the Confirmation of Order include the following elements (provided they are material due to the type of product/service):

a) price and payment conditions,

b) requested quantity or tonnage (including the weight tolerance),

c) technical requirements of manufacture (standards or other technical specifications, grades, dimensions, requested inspections, approvals, inspection certificates, optional requirements),

d) acceptance conditions (additional -optional- inspections, method of marking, type of acceptance certificate, requirements of external acceptance – if it has been arranged, required certificates and declarations),

e) provisions of law related to the goods and/or services (national law or the law of the country of destination, which is to be complied with in connection with products and/or service

f) terms of delivery,

f) delivery date,

h) other terms and conditions.

5.1.2. Weight and quantity of the Subject Matter of the Agreement depend on the means of transport and shall be confirmed on the basis of the following documents:

a) in case of the national car transportation, a VAT invoice, goods dispatched note or dispatch advise note confirmed by the receiver or an independent carrier and a person responsible for dispatch on behalf of the Seller.

b) in case of the international car transportation- a CMR consignment note confirmed by an independent carrier and a person responsible for dispatch on behalf of the Seller.

c) in case of maritime or river transportation- FCR, Bill of Lading, etc. issued by a respective carrier and confirmed by a person responsible for dispatch on behalf of the Seller.

5.1.3. In case of the sale settlement based on the theoretical weight, the weight of the Subject Matter of the Agreement specified in documents described in section 5.1.2(a-c) of the GTCS shall
serve solely the identification purposes and shall not constitute the ground for quantity complaints provided for in section 6.5.4. hereof.

5.2. Delivery Date.

5.2.1. The date of delivery of the Subject Matter of the Agreement shall be specified in the Agreement or the Confirmation of Order. The Seller shall be obligated to exercise due care in order to meet the dates of delivery of the Subject Matter of the Agreement agreed with the Buyer.

5.2.2. The Seller shall not be liable for loss resulting from delayed delivery of the Subject Matter of the Agreement, unless the delay is the consequence of the Seller’s wilful misconduct or gross negligence. Liability of the Seller shall be at any time limited to the amount of payment received from the Buyer.

5.2.3. The Buyer shall be entitled to rescind the Agreement due to default in a delivery date of the Subject Matter of the Agreement. The declaration of rescission must be preceded with setting out additional time limit for the Seller, not shorter than 21 days, which requires Seller’s confirmation. Upon the said additional time limit confirmed by the Seller passes to no effect, the Buyer shall be entitled to submit a written declaration of the rescission of the Agreement.

5.3. Terms of Delivery.

5.3.1. The terms of delivery are set forth in the Agreement or the Confirmation of Order. Unless the Parties agree otherwise in writing under pain of invalidity, it shall be deemed that delivery is to take place in the Seller’s manufacturing facility (pursuant to the FCA – Incoterms 2010 or the version valid on the day of conclusion of the Agreement or the Confirmation of Order).

5.3.2. The Seller shall be obligated to notify the Buyer about the date on which the Subject Matter of the Agreement is ready for collection. The place of receipt shall be specified in the Agreement or the Confirmation of Order. The Buyer agrees to collect the Subject Matter of the Agreement within 5 working days of sending the above specified notification. In the event the Buyer fails to fulfil his duty to collect the Subject Matter of the Agreement, the Seller may at its own discretion:

a) deliver the Subject Matter of the Agreement at the Buyer’s expense and risk to the delivery address specified in the Agreement or the Confirmation of Order.
b) upon setting out additional time limit of 7 days to collect the Subject Matter of the Agreement, sell the Subject Matter of the Agreement on account of the Buyer. The Seller shall immediately inform the Buyer about the sale.

5.3.3. Unless the Agreement or the Confirmation of Order provide otherwise, the Seller - in consultation with the Buyer - shall be entitled to deliver the Subject Matter of the Contract to the Buyer (in whole or in parts) on the date preceding the date provided for in the Agreement or the Confirmation of Order. The Seller shall be further entitled to invoice deliveries within the time limits compliant with the actual dates of the performance of such deliveries.

5.3.4. In the event the Seller is liable for delivery of the Subject Matter of the Agreement in accordance with the Agreement or the Confirmation of Order, the Seller shall be entitled to deliver the Subject Matter of the Agreement on the date preceding the date provided for in the Agreement or the Confirmation of Order upon prior notification to the Buyer on a delivery date (Seller’s notification may be in any form chosen by the Seller, which shall include but is not limited to: by post, telefax or e-mail).

5.3.5. In the event the Buyer is liable for the collection of the Subject Matter of the Agreement from the Seller’s storage facility in accordance with the Agreement or the Confirmation of Order, the Buyer shall be obligated to collect the Subject Matter of the Agreement within 5 working days of receiving a notification from the Buyer that the Subject Matter of the Agreement is ready for collection (Seller’s notification may be in any form chosen by the Seller, which shall include but is not limited to: by post, telefax or e-mail).

5.3.6. The Seller shall be entitled to charge the Buyer with a contractual penalty in the event of the Buyer’s delayed collection of the Subject Matter of the Agreement from the Seller’s storage facility, which exceeds the time limit of 5 working days of sending a notification by the Seller. The contractual penalty shall be from time to time imposed by the Seller in the amount of 1% of the aggregate value of the Subject Matter of the Agreement reported for collection per every commenced day of delay, irrespective of the amount and the fact that damage has been suffered, and irrespective of the Seller’s rights stipulated in section 5.3.2. (a) and section 5.3.2. (b) hereof.
5.4. Packaging.

5.4.1. Unless the Agreement or the Confirmation of Order provide otherwise, the Seller shall be obligated to prepare the Subject Matter of the Agreement for dispatch and/or delivery of the Subject Matter of the Agreement in accordance with the terms set forth in the Agreement or the Confirmation of Order, and in case of lack of such terms- in accordance with the rules of loading and preparation for dispatch adopted by the Seller.

5.5. Quantity.

5.5.1. The weight and/or quantity of delivered goods shall be deemed to be accepted with a weight tolerance of +/- 10% and/or a quantity specified in the Agreement or the Confirmation of Order, whereas the amount to be paid shall be calculated on the basis of units of measurement, weight or a piece and unit price.

5.5.2. The weight and/or quantity of goods specified in the Seller’s shipping document shall be final and binding upon the Buyer, unless the Buyer informs about discrepancies within 7 days of receiving the Subject Matter of the Agreement and makes it practicable for the Seller to verify the weight and/or quantity of the Subject Matter of the Agreement prior to use or resale thereof.

5.5.3. Discrepancies concerning the weight and/or quantity of delivered Subject Matter of the Agreement, which exceed the tolerance stipulated in section 5.5.1., shall not be deemed a breach of the provisions of the Agreement or the Confirmation of Order and shall not entitle the Buyer to refuse the acceptance of the Subject Matter of the Agreement.

5.6. Claims.

5.6.1. Possible claims of the Buyer with reference to the delivered Subject Matter of the Agreement shall not release the Buyer from its duty to receive and pay for the next delivery. In such event, the right of the Buyer to set off claims shall be excluded.
6. Quality and quality control.

6.1. Quality control.

6.1.1. The Subject Matter of the Agreement shall be the subject of the manufacturer’s quality control.

6.1.2. The Agreement or the Confirmation of Order may specify additional method of control.

6.2. Nonconformities.

6.2.1. It shall be deemed that the Buyer accepted delivery of the Subject Matter of the Agreement in terms of quality, quantity, size, type and other particular features which may be verified during the control and collection of the Subject Matter of the Agreement, unless the Buyer:

a) within 14 days of delivery of the Subject Matter of the Agreement informs the Seller in writing about nonconformity of the quality or quantity of the Subject Matter of the Agreement and

b) the Buyer makes it possible for the Seller to inspect the Subject Matter of the Agreement (which shall include taking samples, or otherwise the Buyer shall deliver samples to the Seller for the purpose of carrying out tests in a laboratory specified by the Seller).

6.2.2. Nonconformity of the quality or quantity of the Subject Matter of the Agreement which was not identified during control or testing shall be reported to the Seller in writing, immediately after identification thereof, not later than within 12 months of delivery of the Subject Matter of the Agreement. A report (complaint) must include a detailed description of nonconformity. The Seller’s liability shall be subject to the condition that it is possible for it to inspect the Subject Matter of the Agreement (which shall include taking samples, or otherwise the Buyer shall deliver samples to the Seller for the purpose of carrying out tests in a laboratory specified by the Seller). The Buyer shall not avoid fulfilling this duty, even in the event the Subject Matter of the Agreement has been processed or it has been joined with the products of a third party, or due to the fact that it is controlled by a third party.
6.3. Incomplete Value of the Subject Matter of the Agreement.

6.3.1. The implied warranty and guarantee shall be excluded with reference to the Subject Matter of the Agreement designated by the Seller as not being of full value, or the Subject Matter of the Agreement which has been agreed by the Buyer and Seller in the Agreement or the Confirmation of Order not to be of full value, or the Subject Matter of the Agreement whose quality parameters have not been confirmed by the Seller in a control document. Representations, specifications and data concerning the Subject Matter of the Agreement of incomplete value are provided by the Seller in good faith and it shall not be liable for their quality.

6.3.2. The Seller shall not be liable towards the Buyer or a third party for the quality of the Subject Matter of the Agreement specified in section 6.3.1. hereof, as well for damage inflicted by such Subject Matter of the Agreement on the Buyer or a third party.

6.4. Purpose/Suitability of the Subject Matter of the Agreement.

6.4.1. The Buyer shall be liable for evaluating the suitability of the Subject Matter of the Agreement for a specific use, before it is utilized or joined with another product.

6.4.2. Liability of the Seller for the suitability of a product for a specific use shall be excluded.

6.5. Complaints.

6.5.1. In the event the Buyer complies with the procedure provided for in section 6.2.1. hereof and in accordance with section 6.2.1. (a) hereof- if the Buyer proves that the Subject Matter of the Agreement or a part thereof is incompliant with the Agreement or the Confirmation of Order within the scope of quality or other material element (which shall exclude nonconformity of weight or quantity) due to the reasons attributable to the Seller, the Seller may, at its own discretion and without prejudice to use other measures:

   a) repair the Subject Matter of the Agreement on the earliest possible date or

   b) replace the Subject Matter of the Agreement with a product free from defects on the earliest possible date or

   c) offer appropriate discount (lower the price accordingly with the defect, without possibility of pursuing further claims) or
d) refund the amount of price paid and, at its own discretion, demand that the Subject Matter of the Agreement be returned. In such case, the Buyer shall be obligated to immediately return the Subject Matter of the Agreement, however not later than within 21 days of notification by the Seller.

6.5.2. In justified cases specified in section 6.5.1. hereof, the defective Subject Matter of the Agreement which is returned must be delivered in a manner preventing it from being damaged or destroyed.

6.5.3. In the event the Seller is not capable of fulfilling the duties specified in section 6.5.1. hereof, the Buyer shall be entitled to rescind the Agreement.

6.5.4. Quantity complaints.

6.5.4.1. The Buyer shall file a complaint on the improper quantity of the Subject Matter of the Agreement immediately upon identifying it during delivery of the Subject Matter of the Agreement or upon collection of the Subject Matter of the Agreement from the Seller’s storage facility, however not later than within 7 days of the date of delivery or collection. Quantity complaints shall not be processed upon the lapse of the afore specified time limit and the Seller shall not be liable for improper quantity of the Subject Matter of the Agreement.

6.5.4.2. Quantity complaints shall be processed by the Seller within 21 days of receiving it. However, in the event entities participating in the process of freight forwarding and/or transport fail to provide appropriate information and/or documents due to the reasons not attributable to the Seller, the time limit for quantity complaint processing shall be extended respectively.

6.5.5. Quality complaints.

6.5.5.1. The Buyer shall be obligated to inspect the Subject Matter of the Agreement directly after delivery or collection from the Seller’s storage facility, however not later than within 3 months of delivery or collection from the Seller’s storage facility.

6.5.5.2. The Seller shall process a complaint within 30 days of receiving it.

6.5.5.3. In the event a complaint has been recognized, the Seller may, at its own discretion and without prejudice to use other measures:

   a) repair the Subject Matter of the Agreement on the earliest possible date or
b) replace the Subject Matter of the Agreement with a product free from defects on the earliest possible date or
c) offer appropriate discount (lower the price accordingly with the defect, without possibility of pursuing further claims)

6.5.6. The Buyer shall be obligated to cooperate with the Seller during the complaint handling process. Any damage suffered and costs incurred in connection with lack of cooperation shall be borne by the Buyer.

6.5.7. In the event latent defects have been identified, which were not discovered by the manufacturer during the production process or quality control of the Subject Matter of the Agreement, separate complaint procedure agreed between the Seller and the Buyer shall apply.

6.5.8. Complaints on the grounds of the nonconformity in terms of physical and chemical properties of a product shall always be processed in reference to the usual parameters of a product specified in technical standards, unless the Seller approved other product properties indicated by the Buyer in the Agreement or Confirmation of Order.

6.5.9. Complaints concerning a non-typical properties or parameters of the Subject matter of the Agreement, which have not been inspected under the Agreement or the Confirmation of Order, shall not be processed and the Seller shall not be liable for them.

6.5.10. In the event the Subject Matter of the Agreement is used in the conditions requiring special properties or tests not provided for in the Agreement or the Confirmation of Order, such use of the Subject Matter of the Agreement shall be at Buyer’s risk and shall not be the basis for any claims. The liability of the Seller shall be excluded in such case.

6.5.11. The Buyer shall not be released from its duty to pay for the subject matter of the agreement which has been the ground for filing a complaint.

7. Liability of the Seller.

7.1. The Buyer shall be entitled to damages stipulated in the Agreement or the Confirmation of Order. The Seller shall not be liable for indirect losses, which shall include but are not limited to: Buyer’s business undertakings with third parties or Buyer’s manufacturing projects.
7.2. The Seller shall be liable for damage to a person caused by the Subject Matter of the Agreement only in the event if it has been proved that such damage was caused by the Seller’s wilful misconduct or gross negligence.

7.3. The Seller shall not be liable for damage to property caused by the Subject Matter of the Agreement which remains in possession of the Buyer or a third party. Further, the Seller shall not be liable for damage to a product manufactured by the Buyer or a third party or a product into which the Subject Matter of the Agreement has been incorporated, unless the Buyer specifies the mode of operation of the Subject Matter of the Agreement in the Agreement or the Confirmation of Order, and the Seller confirms in writing (in the Agreement or the Confirmation of Order) the parameters and the mode of operation of the Subject Matter of the Agreement.

7.4. In the event the Seller has been held liable towards a third party for damage to property or a person due to the reasons attributable to the Buyer, the Seller shall be entitled to seek damages from the Buyer.

7.5. The total aggregate liability of the Seller for claims arising out of the Agreement or the Confirmation of Order shall be limited to the amount of price of the Subject Matter of the Agreement stipulated in the Agreement or the Confirmation of Order.


8.1. Force Majeure shall mean any unforeseeable circumstances which may occur in connection with the performance of the provisions of the Agreement or the Confirmation of Order, and which are beyond the control of the Seller and the Buyer, such as: fire, flood, earthquake, strike, war, mobilisation, warfare, revolution, terrorist attack, forfeiture, general shortage of raw materials, energy or unavailability of means of public transport, failures in the Seller’s facility, embargo. In case a Force Majeure event occurs, the Seller shall be entirely or partially released from its obligations arising out of the Agreement or the Confirmation of Order, and further from its obligations within the scope of delivery date of the Subject Matter of the Agreement.

8.2. In the event the Seller is not able to fulfil its obligations arising out of the of the Agreement or the Confirmation of Order in the result of a Force Majeure event, it shall be obligated to inform the other party about the occurrence of a Force Majeure event. If a Force Majeure event has been
occurring for more than 6 months, the Seller shall be entitled to terminate the Agreement without observing the notice period and it shall be released from liability for non-performance or improper performance of the Agreement or the Confirmation of Order.

9. Terms of payment.

9.1. Payment of the price.

9.1.1. The price and the terms of payment, including the due date, shall be from time to time stipulated in the Agreement or the Confirmation of Order.

9.1.2. Payment of the price shall be deemed effected on the day of the Seller’s bank account crediting with a full amount of payment, made in currency specified in an invoice. The Buyer shall not be entitled to retain entire or a part of the price on account of set-off or a counterclaim, unless the Court has adjudged that the amount is payable to the Buyer in a final and non-appealable ruling.

9.2. Effects of non-payment of the price.

9.2.1. Upon the lapse of the payment date specified in section 9.1.1., the Seller shall be entitled to charge interest in accordance with the rate specified in the Agreement or the Confirmation of Order for the period starting from the cash consideration due date until the date of payment. In the event the Agreement or the Confirmation of Order fail to specify the rate of default interest, the Buyer shall be obligated to pay interest at the rate compliant with the Date of Payment in Business Transactions Act of 8 March 2013 (Journal of Laws of 2016, item 684).

9.2.2. In case of delay in payment, the Seller shall be further entitled, upon prior requesting the Buyer or upon the additional time limit specified by the Seller passes to no effect, to do the following:

a) hold deliveries resulting from each Agreement or Confirmation of Order concluded with the Buyer, or to amend the terms of deliveries at its own discretion;

b) deem all payments arising out of the Agreement or the Confirmation of Order due and payable upon the lapse of a specified time limit;

9.3. Event of default.

9.3.1. In the event that upon concluding the Agreement or delivering the Confirmation of Order, it becomes apparent that the Buyer is not capable of fulfilling its material obligations e.g. due to the
lack of financial liquidity, lack of creditworthiness, failure to obtain appropriate limit of insurance, or in case of improper manner of preparing the performance of the Agreement or the Confirmation of Order by the Buyer, as well as in the event of improper manner of performing the Agreement or Confirmation of Order, the Seller shall be entitled to suspend or cancel the performance of its duties resulting from the Agreement or the Confirmation of Order.

9.3.2. If the Seller delivered the Subject Matter of the Agreement prior to revealing the circumstances specified in section 9.3.1. hereof, it shall be entitled, at its own discretion, to hold delivery of the Subject Matter of the Agreement or cancel a part of the Subject Matter of the Agreement which has not been performed yet.

9.3.3. The rights of the Seller specified in sections 9.3.1. and 9.3.2. hereof shall expire upon effecting the payment of the price in full by the Buyer.

10. Ownership right.

10.1. The ownership right shall be transferred to the Buyer upon goods issue in accordance with the Incoterms 2010 (version valid on the day of the conclusion of the Agreement or the Confirmation of Order).

10.2. In the event the Buyer is in default with payment of the price resulting from the Agreement or the Confirmation of Order, or in case enforcement proceedings have been instituted against the Buyer or the Buyer or its creditors file a motion to institute bankruptcy proceedings, or in the event the performance of obligations by the Buyer becomes impeded or impossible, irrespective of the entitlements provided for in section 9.2.2. hereof, the Seller may demand that entire or a part of the delivered Subject Matter of the Agreement be returned. The Buyer shall be obligated to return the Subject Matter of the Agreement immediately, not later than within 5 days of receiving a request from the Seller.


11.1. Notices shall be delivered to the other party via mail, fax, courier or in electronic form. Notices delivered in any other way shall be deemed ineffective, unless they are confirmed by the other party.
12. Export Clause.

12.1. Upon concluding the Agreement or placing the Order, the Buyer, if it is a contractor from the EU, shall be obligated to inform the Seller about the anticipated export of the Subject Matter of the Agreement from the country being the registered seat of the Seller outside the European Union market.

12.2. In the event the Buyer, whose registered seat is outside the territory of the Seller’s country, exports the Subject Matter of the Agreement directly from the country being the registered seat of the Seller, the Buyer shall be obligated to notify the Seller about that fact by providing particulars of the customs broker who is to deal with customs formalities on behalf of the Buyer, for the purpose of providing the Seller with copies of all documents which confirm export and delivery of the Subject Matter of the Agreement to a third country. An electronic document received from the ICT system which serves to process export declarations must include the details specifying the identity of a product being delivered or exported.

12.3. The Buyer, whose registered seat is in the EU state outside the territory of the Seller’s country, who exports goods pursuant to the FCA (collection by the Buyer) shall be obligated to submit a copy of a CMR consignment which proves delivery of the Subject Matter of the Agreement to a different EU country (export outside the territory of Poland).

12.4. In the event the Buyer fails to meet its duties arising out of sections 12.2. and 12.3. above, the Seller shall charge the Buyer with the costs incurred in connection with government and public agency charges or penalty charges.

12.5. Re-export of goods by the Buyer with reference to the Subject Matter of the Agreement delivered by the Seller, which is subject to the rules and regulations on the control of export of dual-use items, shall be possible solely upon receiving a written consent of the Seller and respective authorities.


13.1. In case a provision or more than one provision or a part of the GTCS, the Agreement or the Confirmation of Order shall be invalid or unenforceable, the validity of the remaining part of the GTCS, the Agreement or the Confirmation of Order shall not be affected. The Parties shall
immediately endeavour to replace the invalid or unenforceable provisions of the GTCS, the Agreement or the Confirmation of Order with provisions which are legal and enforceable. Such new provisions shall be as similar to the previously agreed provisions as possible.


14.1. The Agreement and the Confirmation of Order shall be governed by and construed exclusively in accordance with the Polish law. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods, the Vienna Convention, shall be excluded.

15. Settlement of Disputes.

15.1. Any disputes arising during the term and in connection with the Agreement or the Confirmation of Order, which are not settled amicably by the parties, shall be submitted to the exclusive jurisdiction of the Polish courts of general jurisdiction, competent for the registered seat of the Seller.

15.2. Submitting a dispute for resolution by courts having jurisdiction other than specified in section 15.1. hereof shall be excluded, even if such a possibility results from the provisions of law, including the international law.

16. Amendments and supplementations.

16.1. Any amendments and supplementations to the Agreement or the Confirmation of Order must be in writing or otherwise become null and void.

17. Confirmation of the binding force of the GTCS.

17.1. The Parties hereby confirm that the binding force of the GTCS in their mutual business relationships has been accepted upon placing the Order by the Buyer and the Confirmation of Order by the Seller. Wording of the GTCS shall be available to the Buyer on each demand and shall be provided by the sales representatives of the Seller or on-line at www.kuzniabatory.pl.
18. Abiding by Trade Secrecy.

18.1. The Parties to the Agreement or the Confirmation of Order shall be obligated to abide by secrecy with reference to the provisions thereof, as well as with reference to any and all information and data made accessible to them in connection with conclusion or performance of the Agreement or the Confirmation of Order, which shall include, but is not limited, to the agreed prices, duties of the parties, terms of payment and the performance guarantee of the Agreement or the Confirmation of Order, guarantees issued, discounts and problems occurring, which shall be also applicable within an indefinite period upon the termination of the Agreement or the Confirmation of Order.