

**NIP: 8942849478 REGON: 020197145 PN-EN ISO 9001:2009/14001:2005/AQAP 2110**

**GDT - GENERAL DELIVERY TERMS**

**Zakład Kół Zębatych s.c. Cz. A. Borkowski, A. M. Olszacki**

according to procedure defined in GDT and/or individually agreed by the Parties

Oleśnica 30-03-2021

**1. Scope of application**

1.1. These General Terms and Conditions of Delivery constitute an integral part of each Delivery Agreement concluded by Zakład Kół Zębatych s.c. Cz. A. Borkowski, A. M. Olszacki both in the scope of Goods produced by Zakład Kół Zębatych as well as in the scope of Things purchased by Zakład Kół Zębatych, which are produced by entities other than Zakład Kół Zębatych.

11) Request for Proposal - a statement by the Client or ZKZ expressing initial interest in obtaining an Offer from ZKZ or Supplier, respectively, and indicating conditions which would be fulfilled by the Offer

12) Order - statement of the Client to ZKZ or statement of ZKZ to the Supplier stating the will to conclude a Contract

13) Offer - a statement by ZKZ towards the Client or a statement of the Supplier towards ZKZ, stating the will to conclude an Agreement and its conditions

1.2. Terms used and capitalized in the General Delivery Terms mean:

1.3. The Parties exclude the application of other internal regulations (general terms and conditions, regulations, contract templates, terms and conditions of purchase, etc.) applicable to the Client or Supplier, except for the situation when they have been expressly accepted in writing by ZKZ.

1) ZKZ - Czesław Borkowski, Anna Borkowska, Andrzej Olszacki, Monika Olszacka conducting business in the form of a civil partnership under the name Zakład Kół Zębatych s.c. Cz. A. Borkowski, A. M. Olszacki, with registered office at ul. Małopanewska 29, 54-212 Wrocław, NIP: 894-284-94-78, REGON 020197145

1.4. GDT are delivered to the Client and Supplier as a PDF file posted on the ZKZ website at the following address: <http://www.zkz.net.pl>

2) Producer - ZKZ

or a printout before concluding a Contract, in particular as an annex to an Offer or Purchase Order, and they are binding for the Client and the Supplier. Where ZKZ has a regular business relationship with the Client or Supplier, delivery of the GDT prior to conclusion of the first Contract relieves ZKZ of the obligation to deliver the GDT with each Order or Offer, unless the GDT would change compared to those previously delivered..

3) Supplier - Contractual Party being an entrepreneur and an entity other than ZKZ, from which ZKZ acquires the Items

1.5. If the Client or the Supplier, prior to concluding a Contract, has submitted a written statement of non-acceptance of the GDT, the Contract shall not be concluded between the Parties. In other cases it shall be deemed that the Client has accepted the GDT.

4) Recipient - ZKZ

5) Client – Contractual party purchasing Goods from ZKZ, including a consumer as defined by the provisions of the Civil Code

1.6. The provisions contained in the GDT may be amended by the Parties only in writing under pain of nullity.

6) GDT – General Delivery Terms

7) Parties – ZKZ and Supplier or Client, collectively referred to as the Parties, and individually as a Party

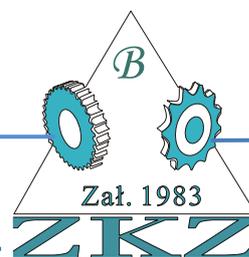
1.7. The provisions of the GDT shall prevail over any special conditions stipulated by the Client or Supplier in any document, particularly in the Purchase Order or Proposal, unless ZKZ agrees to the Client's or Supplier's conditions in writing.

8) Goods - products manufactured and sold by ZKZ within the scope of its business activity

9) Items – products other than Goods, purchased by ZKZ from the Supplier and produced by the Supplier

1.8. Contracts concluded with individuals engaged in business activity shall be deemed to be contracts concluded

10) Contract - a contract for delivery of Goods concluded by ZKZ with the Client or a contract for delivery of Goods concluded by ZKZ with the Supplier under conditions and



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in direct connection with such activity and having a professional character for that individual, unless the individual stipulates otherwise in writing under pain of nullity.

## 2. Conclusion of Agreement

2.1. Information contained on the ZKZ website, in catalogues, price lists, prospectuses etc. do not constitute an offer within the meaning of the Civil Code, but an invitation to submit Tender Requests.

2.2. ZKZ reserves the right to make changes to the Goods offered at any time.

2.3. The procedure for conclusion of a Contract in which ZKZ is the Manufacturer of Goods proceeds as follows:

1) submission of a Request for Proposal by the Client addressed to ZKZ, sent as an e-mail with acknowledgement of receipt or submitted directly in the office of ZKZ, containing the following conditions:

- a) inquiry number,
- b) name of Goods,
- c) material from which the Goods are to be made,
- d) technical drawing of the Goods together with technical documentation,
- e) quantity of ordered Goods,
- f) delivery date,
- g) delivery location,
- h) method of packaging of the Goods,
- i) the type of documents to be delivered with the Goods, together with a precise specification of the scope of information to be included therein and the number of copies of these documents,
- j) quality control plan of the Goods with the determination of the method, scope and frequency of control,
- k) other relevant conditions,
- l) Client's e-mail address,

whereby the Client's failure to stipulate any of the conditions specified in points 'a' to 'l' above results in the performance of the Agreement on the terms and conditions normally applied by ZKZ, unless ZKZ stipulates otherwise.

2) preparation of a written Offer for the Client's Inquiry by ZKZ within 10 working days from the delivery of the Inquiry. The Offer is sent to the Client's e-mail address against a receipt. The Offer contains either a statement on acceptance of the conditions specified by the Client in the Request for Proposal or a statement on change or

supplementation of the conditions specified by the Client in accordance with item 1) above.

3) Acceptance of the ZKZ Offer is possible only without reservations of changes. If the Client accepts the ZKZ Offer, the Client sends the Order to ZKZ and sends it as an e-mail with acknowledgement of receipt or places the Order at the office of ZKZ. If the Client does not accept the terms and conditions of the ZKZ Offer or makes changes to the ZKZ Offer, the Contract is not concluded, and the delivery of the Goods is only possible after an individual written agreement of the contractual terms and conditions, while to the extent not individually agreed by the Parties, the GDT are applicable.

4) Client's failure to respond to the ZKZ Offer within 10 working days from the date of sending this Offer by ZKZ causes that the Offer ceases to be binding for ZKZ.

5) ZKZ confirms the Client's Order within 10 working days from the delivery of the Order. Order confirmation is sent to the Client's e-mail address with acknowledgement of receipt. Lack of confirmation of the Order results in lack of conclusion of the Contract.

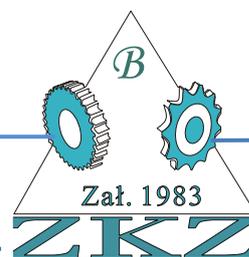
6) The parties unanimously declare that the person placing the Order on behalf of the Client is authorised to conclude Contracts with ZKZ.

7) The Agreement is concluded on the terms and conditions of ZKZ Offer.

2.4. The procedure for concluding a Contract with the Supplier in which ZKZ is the Recipient of the Items proceeds in accordance with the following steps:

1) submission of a Request for Proposal by ZKZ to the Supplier, specifying the essential parameters of the Items, which may in particular define:

- a) name of the Item,
- b) material of which the Item is to be made,
- c) technical drawing of Items,
- d) quantity of the ordered Item,
- e) delivery date,
- f) delivery location,
- g) packaging of the Items,
- h) the type of documents to be provided with the Item together with a precise definition of the scope of information that must be included in them and the number of copies of these documents,



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i) a quality control plan for the Items, specifying the manner, scope and frequency of inspections,  
j) other relevant conditions.

2) preparation of the Supplier's Offer for the Request for Proposal ZKZ, specifying the essential parameters of the Item and its price.

3) If ZKZ accepts the Supplier's Offer, the Order is sent to the Supplier as an e-mail with acknowledgement of receipt or places the Order at the Supplier's premises. If ZKZ does not accept terms of the Supplier's Offer or makes amendments to the Supplier's Offer, no Contract is concluded and delivery is possible only after individually agreed contractual terms in writing.

4) The Supplier confirms the Order to ZKZ within 10 working days from delivery of the Order. Order confirmation is sent to the e-mail address of the ZKZ upon acknowledgement of receipt. Failure to confirm the Order within this period results in no Contract being concluded, and delivery is possible only after individual written agreement on contractual conditions, unless the Parties decide otherwise.

5) The Parties unanimously declare that the person submitting representations in the above procedure on behalf of the Supplier is authorised to conclude Contracts with ZKZ.

6) Any discrepancies made by the Supplier on acceptance of the Purchase Order shall not apply and shall not form part of the Contract unless ZKZ expressly confirms the discrepancies in writing. Failure by ZKZ to confirm all deviations made by the Supplier results in cancellation of the Purchase Order.

7) Without the written consent of ZKZ, the Supplier cannot subcontract the performance of the Contract to a third party.

2.5. Any agreements, assurances, warranties and amendments to the Contract or GDT made orally by employees or authorised representatives of ZKZ shall not be binding, unless they are confirmed in writing, by fax or by e-mail by the partners of ZKZ.

2.6. The parties exclude the application of Article 661 of the Civil Code.

### **3. Price and payment terms**

3.1 The price of the Goods and Items is specified in the Contract.

3.2. In case when after the date of submitting an Offer by ZKZ to the Client the factors independent of ZKZ change which influence the unit price of Goods offered by ZKZ, ZKZ will immediately notify the Client about it by e-mail and the Parties are obliged to undertake negotiations in order to determine new terms and conditions of the Contract with regard to price. If the Parties fail to reach an agreement as to the new terms and conditions of the Contract, the Contract currently in force is dissolved, unless the Parties decide otherwise. The termination of the Agreement shall not apply to Agreements concluded with consumers. In the case of price changes, the consumer has the right to withdraw from the Agreement.

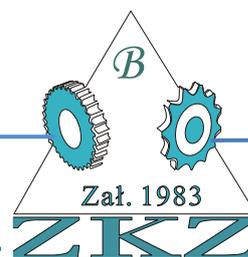
3.3. In case of cyclic deliveries of Goods within a period of time defined in advance by the Parties, ZKZ is entitled to change the price of Goods before the commencement of production of a given batch of Goods in case of changes in the factors shaping the previously offered price. ZKZ informs the Client about the price change by e-mail. The Client is obliged to inform ZKZ about acceptance or lack of acceptance of the new price in a form of an e-mail message. Lack of acceptance of the new price by the Client results in termination of the current Agreement. Lack of Client's answer within 10 working days is also regarded as lack of acceptance of the new price. The termination of the Agreement does not apply to Agreements concluded with consumers. In the case of price changes, the consumer has the right to withdraw from the Agreement.

3.4. In the case of termination of the Contract due to the reasons specified in clause 3.2. or 3.3. above, the Parties (unless they are consumers) are not entitled to any claims against each other, with the reservation that the Client is obliged to reimburse ZKZ all costs incurred by ZKZ in connection with the planned production for the Client, such as, in particular, costs of purchasing materials.

3.5. Price does not include additional costs indicated separately in the Offer by ZKZ.

3.6. ZKZ issues a VAT invoice to the Client for each delivery of Goods.

3.7. The payment date is established by ZKZ with the Client or the Supplier individually. Unless the Parties decide otherwise, the Client is obliged to pay for the Goods within



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14 (fourteen) days from the invoice date. The day of payment is the day of crediting the ZKZ bank account or charging the ZKZ bank account with the payment amount.

3.8. In case the Client is late with payment ZKZ is entitled to charge:

a) interest in the amount of statutory interest for delay in commercial transactions - if the Client is an entity to which the provisions of the Act on Counteracting Excessive Delays in Commercial Transactions apply (i.e. Journal of Laws of 2020, item 935, as amended)

b) statutory interest for delay - if the Client is not an entity to which the provisions of the Act on Prevention of Excessive Delays in Commercial Transactions (i.e. Journal of Laws of 2020, item 935, as amended) apply.

3.9. In case of delay in any payment to ZKZ for more than 7 days all receivables, including deferred receivables, will become due and payable immediately. Independently ZKZ may withhold performance of the Agreements and shall not be liable for lack of performance of the Agreements due to this reason.

3.10. The right of the non-consumer Client and the Supplier to set-off or retain is excluded until a final court judgment has been obtained that settles the dispute between ZKZ and the Client or the Supplier. The right of set-off or retention is also excluded with respect to claims other than those arising from the Contract.

3.11. The Client authorizes ZKZ to issue VAT invoices without signature and to deliver VAT invoices in electronic form. If the Client does not indicate a different address, the invoice is sent to the e-mail address from which the Client's Order originated.

3.12. Disclosure of possible defects in the Goods before the date of payment does not release the Client from the obligation of payment to ZKZ.

3.13. ZKZ authorizes the Supplier to issue VAT invoices without signature and to deliver VAT invoices in electronic form.

#### **4. Delivery of Goods**

4.1. Delivery of Goods shall be made in accordance with Incoterms®2020, unless these GDT include provisions to the contrary or the Parties agree otherwise.

4.2. The Client is obliged to appoint its representative at the place of delivery, who will represent the Client upon receipt of the Goods, and to provide personal details of this representative to ZKZ at least 3 days before the date of delivery. In case the Client has not indicated such a representative, ZKZ will issue the goods at the place of delivery to a person active at that place.

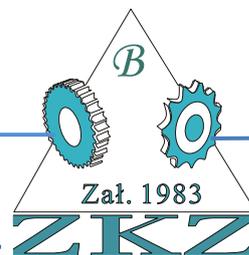
4.3. The Client shall be obliged to collect the Goods. Failure to collect the Goods does not release the Client from the obligation to pay the whole price. If the Goods or part thereof are not collected by the Client by the agreed date for reasons for which ZKZ is not responsible, the Client is obliged to pay the resulting costs, in particular the costs of transport and return of the Goods to ZKZ.

4.4. Each Contract is deemed executed by ZKZ when the Goods are handed over at the place of delivery, and if the Client refuses to take the Goods over, when ZKZ has presented the Goods to the Client for collection.

4.5. The Parties agree that in case when, after the date of submitting an Offer by ZKZ to the Client, the factors independent of ZKZ change which influence the date of delivery of Goods offered by ZKZ, then ZKZ will immediately notify the Client about this in the form of an e-mail message and the Parties are obliged to undertake negotiations in order to determine new terms and conditions of the Contract with regard to the date of delivery. In case the Parties fail to agree on new terms and conditions of the Contract, the Contract currently in force is dissolved, unless the Parties decide otherwise. The above does not apply to Agreements with consumers.

4.6. In case of cyclic deliveries of Goods within a period of time defined in advance by the Parties, ZKZ is entitled to change the date of delivery of Goods before the commencement of production of a given batch of Goods in case of changes in factors shaping the previously offered date of delivery. ZKZ informs the Client about the change of delivery date by e-mail. The Client is obliged to inform ZKZ about acceptance or lack of acceptance of the new delivery date by e-mail. Failure by the Client to accept the new delivery date results in termination of the Agreement in force to date. Lack of the Client's response within 10 working days is also deemed as lack of acceptance of the new delivery term.

4.7. In the event of termination of the Supply Contract for the reasons set out in 4.5 or 4.6 above, the Parties (provided that they are not consumers) are not entitled to



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any claims against each other, with the proviso that the Client is obliged to reimburse to ZKZ all costs incurred by ZKZ in relation to the planned production for the Client, such as, in particular, costs of purchasing materials.

4.8. For each delivery ZKZ is obliged to attach, at the Client's request, documents confirming compliance of the delivered Goods with the documentation provided by the Client to the Purchase Order.

4.9. If the Client fails to provide any items, documents or information necessary for the performance of the Contract by ZKZ, the agreed delivery date ceases to be binding and ZKZ is not responsible for the consequences of the change of date.

4.10. Risk of damage, destruction or loss of the Goods shall pass to the Client at the moment of placing the Goods at its disposal or handing over the Goods to the carrier.

## **5. Delivery of Goods**

5.1. Delivery of the Goods shall be made in accordance with the Incoterms®2020, unless otherwise specified in these GDT or agreed by the Parties.

5.2. With each delivery the Supplier is obliged to attach documents confirming compliance of the delivered Items with the documentation provided by ZKZ to the Request for Quotation or Purchase Order and the required attestations etc., as well as a guarantee document, if such a guarantee is provided. Along with the delivery the Supplier is obliged to provide ZKZ with a quality inspection certificate if it is required or if a quality inspection was carried out. The Supplier is also obliged to provide other necessary documents required for putting the Goods into circulation, using, maintaining and storing them in accordance with their intended use. If these conditions are not fulfilled by the Supplier, ZKZ is not responsible for the resulting delay in delivery and delay in payment.

5.3. The Supplier guarantees and warrants that all the Goods have been manufactured in compliance with applicable regulations and standards and that the Supplier has all the necessary permits, approvals and certificates enabling them to be placed on the market and used in accordance with their intended purpose. At any request from ZKZ, the Supplier shall present the required certificates, permissions, approvals or other documents

confirming proper performance of the above-mentioned obligations.

5.4. ZKZ has the right to control the production process and quality acceptance inspection at the Suppliers premises.

5.5. In case of finding any defects in the delivered Goods, ZKZ makes a complaint to the Supplier. The Supplier is obliged to respond to the complaint no later than within 3 working days from receiving the complaint. Lack of an answer within this period signifies acceptance of the complaint.

## **6. Termination of the Agreement**

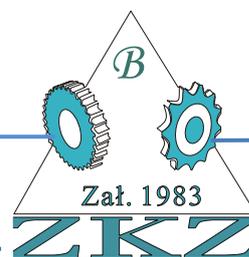
6.1. In the case of permanent economic relations, each Party has the right to terminate the Contract with a 3-month notice period, based on a statement submitted to the other Party in writing under pain of invalidity. In the case of other Contracts, a Client who is not a consumer cannot terminate the Contract or cancel the Order, unless ZKZ gives its written consent. A Client who is a consumer may terminate the Contract in cases provided for in the law.

6.2. Termination of the Agreement shall not affect Agreements concluded as a result of Client's or ZKZ's Orders placed prior to service of the termination notice, unless the Parties agree otherwise.

6.3. Termination of the Contract does not release ZKZ or the Supplier from obligations resulting from the warranty granted to the Client and ZKZ if their validity period has not yet expired.

6.4. In case of termination of the Agreement the Client and the Supplier are obliged to reimburse ZKZ with all costs incurred by ZKZ in connection with the planned production for the Client or performance of the Agreement concluded with the Supplier, such as, in particular, the costs of material purchase. Moreover, the Supplier is obliged to compensate ZKZ for the damage.

6.5. ZKZ has the right, by written withdrawal, to terminate the Contract with immediate effect, without affecting any acquired rights, if the Client who is not a consumer or the Supplier is unable to pay its obligations or composition, bankruptcy or restructuring proceedings have been initiated against them, or they have gone into liquidation,



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or cease to operate for any other reason or suspend their activities.

## 7. Liability for Defects in Goods

7.1. Unless otherwise agreed, ZKZ grants the Client who is not a consumer a warranty period of 1 year, which starts from the delivery of the Goods. For consumers the warranty period is 2 years.

7.2. A Client being an entrepreneur is obliged to inspect the Goods and check the quality of delivered Goods before their use within 7 working days from the date of delivery and immediately report any detected defects to ZKZ. Failure to report defects within this time limit results in the fact that at the date of delivery the Goods did not reveal any defects. Expiry of this time limit causes loss of rights under the warranty.

7.3. A client who is an entrepreneur is obliged to notify ZKZ of any defects revealed after the examination deadline specified in point 7.2. within 3 working days of their discovery. Expiry of this period causes the loss of rights under warranty.

7.4. ZKZ guarantees that:

- a) Goods delivered to the Client are manufactured in accordance with the technical documentation provided by the Client,
- b) materials used by ZKZ during production of Goods are new and meet quality conditions defined in the Contract,
- c) Goods delivered to the Client will be of no worse quality than the initially accepted sample Goods and test Goods delivered by ZKZ.

7.5. The Client is obliged to deliver defective Goods to the registered office of ZKZ.

7.6. ZKZ is obliged to:

- a) provide a response to the notification of defects within 3 working days from the date of returning the Goods reported as defective to ZKZ,
- b) remove recognised defects as soon as possible within a period separately agreed between the Parties.

7.7. Liability of ZKZ under warranty and for any damage arising in connection with possible defects of the Goods is limited, with regard to Goods purchased by non-

consumers, to the value of a particular defective Good paid for by the Client.

7.8. ZKZ produces Goods without specifying their destination. ZKZ bears no responsibility for the effects of using the Goods at the discretion of the Client or further entities using ZKZ Goods.

7.9. Defects of the Goods are not considered to be irregularities resulting from normal wear and tear, improper storage and alterations, modifications, mechanical or thermal treatments, repairs made by third parties other than ZKZ, violation of proper maintenance or operation conditions, execution and design errors and assembly errors of the Client or third parties other than ZKZ, as well as other culpable actions of the Client. Additionally, irregularities arising as a result of using the Goods with components from other suppliers, as well as those resulting from improper technical parameters are not considered as defects.

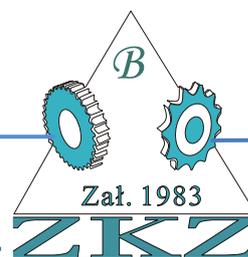
7.10. ZKZ is committed to produce, inspect and dispatch the Goods in accordance with terms and conditions of the Contract. Before dispatch of the Goods to the place of delivery ZKZ is obliged to carry out and document all tests of the Goods specified in the terms of the Contract, including the Purchase Order of the Client, which will be evidenced by measurement protocols that ZKZ delivers to the Client with delivery of the Goods. Any defects in the Goods are determined in relation to the standard of quality specified in these measurement protocols. In case the Client demands a quality inspection of the Goods it takes place exclusively in ZKZ. The costs of testing are charged to the Client.

7.11 Replacement of the Goods with defect-free ones or removal of the defect precludes the Client who is not a consumer from claiming further compensation.

7.12. If only some of the Goods sold are defective and they are separable from the defect-free Goods, the Client's right under warranty shall be limited exclusively to the defective Goods.

7.13. Liability of ZKZ for damage resulting from defects in the Goods is excluded towards Clients who are not consumers on the basis of Article 558 of the Civil Code.

7.14. Liability of ZKZ under warranty is excluded if the Client does not allow ZKZ to examine the Goods.



7.15. Warranty is excluded if the Goods were made exclusively on the basis of a sample or specimen provided by the Client, without appropriate technical and execution documentation.

7.16. If the Client violates the above GDT warranty provisions, they lose their warranty rights.

#### **8. Reservation of title to Goods**

8.1. Until the Goods are paid for in full, the Goods remain the property of ZKZ.

8.2. If the Goods are combined or mixed, the Parties become co-owners of the whole. The application of the provision of article 193 § 2 of the Civil Code is excluded.

8.3. As soon as bankruptcy, composition or restructuring proceedings have been initiated with respect to the Client, the Client is obliged to mark the Goods in a manner indicating the existence of reservation of property right for the benefit of ZKZ.

8.4. In the case of seizure of Goods owned by ZKZ in the course of enforcement proceedings against the Client's assets or filing any claims to these Goods by third parties, the Client is obliged to immediately inform ZKZ and the Enforcement Officer of this fact and to cooperate in exercising ZKZ's rights against the entity seizing the Goods or filing claims. The Client is also obliged to take any and all actions aimed at protecting the rights of ZKZ. In case of neglecting the above-mentioned obligations, the Client is liable for damages to ZKZ.

8.5. In case the Client is in a state of arrears with payment for the Goods, the Client is obliged, at the request of ZKZ, to immediately and unconditionally return the delivered Goods to ZKZ in their entirety.

8.6. The demand and receipt of Goods by ZKZ does not cause withdrawal from the Contract, but only constitutes a security for the Client's performance of its obligations towards ZKZ, unless the Parties decided otherwise.

8.7. The costs of delivery of the Goods to the ZKZ shall be borne by the Client.

8.8. At the request of ZKZ, the Client is obliged to immediately provide all information on where the Goods subject to reservation of ownership are stored.

#### **9. Final provisions**

9.1. ZKZ is entitled to transfer all receivables due to the Client who is not a consumer from the Agreement.

9.2. A Client who is not a consumer is not entitled to transfer any receivables due to ZKZ from the Agreement.

9.3. The Contract and GDTs are subject to Polish law. All disputes that may arise in connection with the Contract and GDTs shall be submitted by the Parties to the exclusive jurisdiction of the Polish courts, and the relevant court shall be the court with jurisdiction over the ZKZ registered office. In the case of these Contracts, the competent court shall be determined in accordance with generally applicable laws.

9.4. In the event that any individual provision of the GDT or of the Contract should prove contrary to applicable law or should be declared invalid or ineffective pursuant to a decision of a competent court, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the Parties undertake to replace the invalid provision with the most similar valid provision whose economic purpose and meaning are as close as possible to the invalid provision, and if this is not possible, the provisions of generally applicable law shall apply.

9.5. Necessary, additional arrangements not covered by the GDT may only be regulated with the Client and the Supplier in a separate written agreement, under pain of nullity.

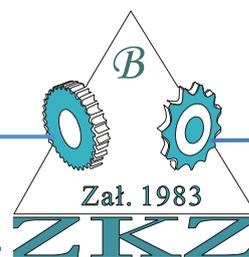
9.6. The Request for Quotation, Purchase Order and the Offer, as well as the technical documentation attached thereto, constitute an integral part of the Agreement, and any changes to the technical parameters are possible only in the form of a written agreement between the Parties under pain of invalidity.

9.7. To the extent not regulated in the GDT and the Agreement, the provisions of commonly applicable law in Poland shall apply, in particular the Civil Code.

9.8. The Parties provide the following addresses for correspondence:

1/ ZKZ: Zakład Kół Zębatych s.c. Cz. A. Borkowski, A. M. Olszacki, with registered office at ul. Malopanewska 29, 54-212 Wrocław,

**e-mail address: [biuro@zkz.net.pl](mailto:biuro@zkz.net.pl)**



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2/ Client - delivery address given in the National Court Register or the Central Register of Business Activity Information or the address given to ZKZ in any form, e-mail address from which the Order originated.

3/ Supplier - delivery address indicated in the National Court Register or in the Central Register and Information on Business Activity, or the address given to ZKZ in any form, e-mail address from which the Supplier's Offer originated.

9.9. In the event of a change of delivery addresses, a Party shall immediately notify the other Party of such a change. In the absence of such notification, any correspondence sent to the last address in force in accordance with the GDT shall be deemed effectively delivered.

9.10. ZKZ reserves the right to change the GDT. In order to be valid and come into force, any change in the provisions of the GDT must be published on the website <http://www.zkz.net.pl> and an e-mail must be sent to the Client and the Supplier. The change of GDT entitles the Client and the Supplier to submit a notice of termination of the Contract with effect from the date of entry into force of the new GDT, with the reservation that Orders placed during the validity period of the previous GDT shall be fulfilled according to the current rules. The Client's and Supplier's declaration should be submitted in writing under pain of invalidity, within 3 days from receiving information about publishing an announcement about the change to the GDT on the ZKZ website.

9.11. These General Delivery Terms **apply to Agreements entered into from 30-03-2021**