



**General Terms and Conditions of Sale of
PURINOVA Spółka z ograniczoną odpowiedzialnością (limited liability
company) with its registered office in Bydgoszcz**

Article 1 General provisions

1. These general terms and conditions of sale (hereinafter: “**General Terms and Conditions of Sale**” or “**GTCS**”) of PURINOVA Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Bydgoszcz, hereinafter referred to as the “**Seller**”, apply to agreements for the sale of goods concluded by the Seller, including agreements concluded in the manner described in Article 2.2) hereof (the “**Agreement**”) with any natural or legal person, domestic or foreign, or with organisational unit, hereinafter referred to as the “**Buyer**”. Any references made hereinafter to sale shall also apply to delivery. “**Goods**” shall mean the object of sale or goods listed in the current offer of the Seller, irrespective of the fact whether the Seller is the manufacturer, reseller or agent, as well as services connected with the implementation of the Agreement (e.g. transportation, assembly, etc.).
2. These General Terms and Conditions of Sale shall apply unless the Parties to the Agreement expressly exclude such applicability of all or individual provisions hereof. Such exclusion shall require written form otherwise being null and void.
3. Any printing errors, errors of transcription or calculation, or other obvious errors that may appear in the Agreement, shall not result in any negative legal effects for the Seller.
4. In the event of collision between these GTCS and the Buyer’s standard agreements, the provisions of colliding standard agreements that collide with each other shall not be binding, however, otherwise, these GTCS shall apply with the exclusion of the Buyer’s standard agreements. In the event of contradiction between individual provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall prevail.
5. Current price lists and information about the Goods are published on the Seller’s website www.purinova.com or sent to the Buyer, at its request, by email, fax or post.

Article 2 Conditions for the conclusion of the Agreement

1. The Seller and the Buyer may conclude the Agreement in any manner, including by means of placing an order by the Buyer, directly in writing or by fax, email or phone, and confirming the order by the Seller. The Seller shall confirm the order directly in writing, by fax or email. The Seller’s beginning of order fulfilment shall be also considered as order confirmation.
2. In the event of placing the order by the Buyer by phone or if the order lacks crucial elements (especially such as: full name of the goods, price, quantity, date of delivery, place of delivery, name of the Buyer or other elements that render the order imprecise), the Seller, subject to Article 3. 6, shall send order confirmation, directly in writing, by fax or email, containing all crucial elements of the Agreement (“**Order Confirmation**”) and the Buyer shall accept it within 3 business days as of the

