



## GENERAL TERMS OF COOPERATION

**The Following General Cooperation Terms apply for each supply from TumbleAir Ltd unless otherwise specified with the Customer in writing. The Customer declares and accepts that each order sent to TumbleAir is subject to full and unconditional acceptance of these terms and that he withdraws from any other general purchase conditions.**

### OFFER

TumbleAir's offers concerning both products agreed individually with the Customer and standard products included in price list are made by TumbleAir in writing and should not be considered binding as they can be changed any time following a prior written notice. Standard products in price list can be varied or modified at TumbleAir's discretion – it is emphasized that the Customer will earlier receive an appropriate written notice.

### ORDER

The Customer's orders should be made in writing and are dependent on TumbleAir's acceptance. Only the orders accepted by TumbleAir with „Order Confirmation” sent to the Customer are realized. Order Confirmation indicates (includes) a description of ordered item, price, payment terms, terms and place of delivery, and quantity. Pro-Forma invoice is also a confirmation of the order. Each request to change the order is dependent on TumbleAir's acceptance and should be sent in writing. In each case TumbleAir is entitled to accept or reject the request mentioned and to charge the Customer for a possible increase of costs arising from or connected with that change.

### TECHNICAL CHARACTERISTICS AND ADDITIONS

Technical characteristics of TumbleAir's products are defined in Technical Specifications forming an integral part of the following terms and are agreed as accepted by the Customer. Technical Specifications of products are given out at the Customer's request.

### PRICE AND PAYMENT

Price is calculated according to TumbleAir and it does not include costs of loading, transport, insurance, taxes and customs duty unless it was otherwise specified in Order Confirmation or offer. In the event that a price increase compared with the price valid on the basis of confirmed order or offer takes place before the agreed delivery term, TumbleAir is entitled to change the agreed price following a prior written notice. Payment should be made according to established terms. In case of delay in payment, interests for back payment are calculated according to official interest rate valid in Poland and each possible discount granted or other type of payment agreed to the Customer's advantage is compensated and becomes ineffective. Each possible amount owing for payment becomes immediately due. Not paying off the invoice, the total sum or its part (also in case of a complaint or dispute or without exception), entitles TumbleAir to cancel other orders or agreements in progress and/or to suspend expected deliveries until full payment of due amount, even if those orders or agreements in progress refer to transactions other than those connected with non-payment. It is understandable that further damages or complaints will be decided legally. In case of agreed terms of prepayment the term given in order confirmation or Pro Forma invoice is valid in case of making a payment the next day after receiving the Pro Forma invoice at the latest. Generally term of delivery is counted from the day of receiving payment on TumbleAir's account.

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#### **Tumble Air Sp. z o.o.**

40-403 Katowice, ul. Oswobodzenia 1

REGON: 242906807; NIP: 9542737285; KRS: 0000418389

SĄD REJONOWY KATOWICE-WSCHÓD W KATOWICACH WYDZIAŁ VIII GOSPODARCZY KRS

Rachunek Bankowy: 30 1160 2202 0000 0002 1579 2381 Kapitał zakładowy – 5 000,00 zł

[www.tumbleair.com](http://www.tumbleair.com)

## **QUANTITY AND DELIVERY**

TumbleAir will inform Client in writing when the goods are ready for sending / picking up. The delivery conditions are indicative and not firm. All eventual delays don't authorize to immediate complaint or the one coming from any reason.

If it isn't differently written in the Technical Specifications the tolerance for all sizes of the products produced by TumbleAir is +/- 5%. Client clearly agrees to accept such tolerance.

According to the warehouse management and the dimensions of goods, 5 days after the goods are available for picking up and the client is informed about it, there is complied the extra charge in amount 5,00 Euro/m<sup>3</sup> Net per day for outstayed goods.

Client accepts that the goods even if sold without delivery place aren't covered with insurance costs by TumbleAir, unless it will be determined with Client in writing. In that case Client is responsible for any risk connected with transport and forwarding.

## **COMPLAINTS**

All eventual complaints connected with condition of product or its delivery will be accepted and identified if they are clearly pointed in writing according to the guarantee conditions and confirmed by the documents of purchase and forwarding.

At the moment of delivery buyer (receiver), is obligated to check in courier or shipping company representative presence delivered goods, it's quality and quantity. All lacks of quantity or damages must be noted on bill of lading or other confirmation of receipt as well as must be noted on damage survey protocol in courier or shipping company representative presence with signatures of all present parties otherwise claim shall be not possible.

All eventual complaints connected with the quality and quantity of products must be sent within 8 days after delivery and there must be the number of bill of consignment, the product code, the number of invoice or acceptance as well as the description of complained product. The complained product must be available in whole, not used and without any interference otherwise delivered guarantee or agreement is invalid.

In the case if delivered products are recognized as faulty ones, TumbleAir is responsible only in range of price paid by Client for the delivered but faulty products on condition that they are returned to TumbleAir. Warranty Conditions are available do be download at [www.tumbleair.com](http://www.tumbleair.com) or available upon request.

In the case of justified complaint TumbleAir will change / repair the product according to the guarantee conditions. All other later responsibility of TumbleAir for Client's loss, immediate or brewed up as a result of complaint, is excluded.

## **LACK OF RESPONSIBILITY**

TumbleAir isn't responsible for wrong application or use of its product, Client must secure and check before placing the order if bought product fulfill his own requirements.

## **CONFIDENCE**

Information connected with TumbleAir and its products and sent offers belongs to TumbleAir only, regardless of their contents and character. They are strictly confidential. That's why any announcing or using up-written information without previous agree of TumbleAir is forbidden.

Client undertakes to conform to this requirement and make all his employees and partners to conform to it as well.

## **SUITABLE LAW AND COURT**

These general conditions and every order connected with them come under Polish law and are regulated by it. The proper court is Katowice.

Katowice, Poland

01.04.2012 r.

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