



AMARGO General Terms of Delivery and Payment

1. The AMARGO pricelists are in force. The prices do not include VAT. VAT shall be added to the prices. Prices in EURO shall be translated according to the seller's current exchange rate.
2. AMARGO shall acknowledge orders in writing. Order acknowledgement means order acceptance. All order changes and supplements shall be binding on AMARGO only in case of change acknowledgement in writing.
3. The Customer shall receive goods at AMARGO's warehouse in Pruszkow. It is possible to send / deliver goods, on Customer's demand, at Customer's expense, to the address given by the Customer, by means of motor transport or by the dispatch company. Transport is at the Customer's risk. Transport insurance and all other insurances shall be on the Customer's demand only and at the Customer's expense.
4. Goods exchange / return shall be acknowledged in writing. Goods exchange / return shall be at the Customer's responsibility and expense.
5. The Customer shall take goods risk on the whole after goods hand-over.
6. Goods delivered shall be AMARGO's property until the Customer makes all necessary payments.
7. Goods hypothecation, embezzlement, loan etc. are prohibited without AMARGO's consent. All AMARGO's property recovery activities shall be at the Customer's expense. If any goods delivered by AMARGO are mixed, processed or joined with any other products, property stipulation shall extend to these goods. AMARGO's part of co-property of the new product shall be equal to the part of AMARGO's goods value of the new product value on the whole.
8. Ordered goods receiving dates shall be given in the order acknowledgement. AMARGO shall be authorised to change delivery dates in case of act of God and other circumstances independent of AMARGO, particularly sub-consignment delays. In this case AMARGO shall not take any responsibility for any Customer's damages.
9. If the Customer fails to make a payment for goods duly, interest shall be calculated, 1% per one delay day.
10. AMARGO shall be authorised to suspend deliveries in case of payment delay or Customer's credibility loss for any reason.

11. The Customer shall acknowledge receiving goods, free of any defects, according to quantities and assortment mentioned in the invoice or other acceptance documents submitted to the Customer, signing these documents. The Customer shall acknowledge that he is informed on the goods properties, storage and usage rules.
12. The Customer shall not be authorised to suspend payment nor deduct their dues without prior AMARGO's consent.
13. Any complaints referred to goods quantities or quality shall be given immediately in writing, by three days after goods receiving.
14. The Customer shall be authorised to demand exchanging or repairing defective goods on the basis of prompt complaint notification. AMARGO shall exchange or repair defective goods at its own discretion. Defective goods shall be handed over to AMARGO by seven days after the appropriate complaint notification.
15. AMARGO shall not be responsible for any damages resulted from delivered goods usage by the Customer and goods usefulness to the Customer. AMARGO may take responsibility mentioned above on the basis of a special statement.
16. It shall be assumed that the Customer accepts delivery terms described above, if by three days after receiving any offer, order, order acknowledgement, invoice, the Customer does not give any reservation in writing. The Customer shall accept AMARGO's terms of delivery, receiving the ordered goods.