

# GENERAL CONDITIONS OF SALE FROM NORTHSTAR

## 1. PREAMBLE

These General Conditions shall apply save as varied by express agreement accepted in writing by both parties. All orders placed are subject to acceptance by NORTHSTAR in writing.

## 2. PRODUCT INFORMATION AND DESCRIPTIVE DOCUMENTS

All information and data in brochures and price lists are binding only to the extent that are by reference expressly included in the contract. All drawings and technical documents submitted prior or subsequent to the formation of the contract, shall remain the exclusive property of NORTHSTAR. Drawings technical documents or other information may not, without the written consent of NORTHSTAR, be used or copied, reproduced, transmitted or communicated to a third party. All information and drawings shall be supplied in the number of copies agreed upon and/or at least one copy of each. NORTHSTAR shall not be obliged to provide manufacturing drawings for the Products or its spare parts.

## 3. ALTERATIONS

If the Distributor, after the order has been received by NORTHSTAR, requests alterations of the extent of the delivery and/or the manufacture of the Products, NORTHSTAR shall be entitled to compensation for its increased cost due to the alterations.

## 4. DELIVERY, PASSING OF RISKS

Any agreed trade term shall be construed in accordance with the INCO-TERMS in force at the formation of the contract. If no trade term is specifically agreed, the delivery shall be: Ex works, NORTHSTAR, Trzcianka. If NORTHSTAR undertake to send the Product to its destination, the risk will pass not later than when the Products are handed over to the first carrier. Partial shipments shall be permitted unless otherwise agreed.

## 5. TIME OF DELIVERY

Any delivery dates given by NORTHSTAR – whether before or after acceptance of order – are given in good faith and in expectation that NORTHSTAR will be able to fulfill them. No liability is accepted by NORTHSTAR for loss, damage or expense suffered by the Distributor or any third party arising from failure of NORTHSTAR to deliver on any specified date or time or to any place. NORTHSTAR may require the Distributor by notice in writing to accept delivery within a final reasonable period. If the Distributor fails to accept delivery in such time, NORTHSTAR shall be entitled by notice in writing to the Distributor, to terminate the contract in respect to such portion of the Products not delivered and thereupon recover from the Distributor any loss suffered by reason of such failure. The Distributor shall nevertheless make any payment conditional on the delivery as if the Products had been delivered. NORTHSTAR shall arrange for the storage and, if required by the Distributor, insurance of the Products at the risk and cost of the Distributor.

## 6. PAYMENT

Unless otherwise agreed payment shall be made net 30 days from date of invoice. Whatever the means of payment used, payment shall not be deemed to have been effected before NORTHSTAR's account has been fully and irrevocably credited. Failure to pay by the stipulated date, shall entail automatically and without further notice a penal interest at rate of 2 % for each month from the day on which the payment was due. In case of late payment NORTHSTAR may, after having notified the Distributor in writing, suspend its performance of the contract. In addition NORTHSTAR may demand that an irrevocable L/C, confirmed by Danske Bank, shall be opened for all further deliveries and if the Distributor has not paid the amount within 30 days, NORTHSTAR shall be entitled to terminate the contract by notice in writing and to claim compensation for the loss incurred.

## 7. RESERVATION OF TITLE

The product shall remain the property of NORTHSTAR until paid for in full. The Distributor shall at the request of NORTHSTAR assist in taking any measures necessary to protect NORTHSTAR's title to the Product in the country concerned. The retention of the title shall not affect the passing of the risk under cause 4.

## 8. LIABILITY FOR DEFECTS

Pursuant to the provision of this clause, NORTHSTAR shall remedy any defect resulting from faulty design, materials or workmanship. NORTHSTAR's liability is limited to defects which appear under the conditions of operation provided for in the contract and other proper use of the Products. It does not cover defects caused by willful or accidental damage, negligence, incorrect storage, or exceeded or improper use nor does it cover normal deterioration.

**continue no. 8:** At NORTHSTAR's own option it shall either supply substitutes or reprocess the Product. When a defect in a part of the Product has been remedied, NORTHSTAR shall be liable for defects in the required or the replaced part on the same term and conditions as those applicable to the original product. Immediately and not later than 7 working days after the Distributor has obtained knowledge of such defect, he shall inform NORTHSTAR thereof, by completing the NORTHSTAR claim form, and do what is in his power to enable NORTHSTAR to fulfill its liabilities. The notice shall contain a description of the defect. Failure to notify NORTHSTAR properly shall result in a waiver of all rights to have the defect remedied. NORTHSTAR shall remedy the defect without undue delay and at its own cost. Repair shall be carried out at the place where the Product is located unless NORTHSTAR deem it appropriate to have the defective part or the Product returned to it for repair or replacement. The Distributor is obliged to carry out dismantling and/or reinstallation of the part. Unless otherwise agreed, necessary transport of the Product and/or parts thereof to NORTHSTAR in connection with the remedying of defects for which NORTHSTAR is liable shall be at the risk and expense of the Distributor. Defected parts which have been replaced shall be made available to NORTHSTAR and shall be its property. NORTHSTAR have no liability to the fulfilling of any specific approvals and/or safety regulations that may be required locally. Apart from the stipulations above NORTHSTAR shall not be liable for defects.

## 9. LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

NORTHSTAR shall not be liable for any personal injury if it is not caused by gross negligence on NORTHSTAR's part. NORTHSTAR shall not be liable for any damage to property caused by the Products. Nor shall NORTHSTAR be liable for any damage to products manufactured by the Distributor or to products of which the Distributor's products form a part. If NORTHSTAR incur product liability towards any third party, the Distributor shall indemnify, defend and hold NORTHSTAR harmless. The Distributor shall maintain an adequate product liability insurance giving a protection that is at least as good as the one NORTHSTAR have established.

## 10. FORCE MAJEURE

The parties shall be relieved from performance of their obligations under the contract to the extent and for so long as the performance of the contract is impeded by reason of any circumstance beyond the control of the parties, such as war, mobilization, fire, flood, industrial dispute, lack of energy and means of transportation, wrong/non-delivery from a supplier or other circumstances of similar importance. If the circumstances of force majeure continue for a period exceeding 3 months either party shall be entitled to terminate the contract by notice in writing without incurring any further liability.

## 11. ANTICIPATED NON-PERFORMANCE

Notwithstanding other provisions in these conditions each party shall be entitled to suspend the performance of his obligations under the contract where it is clear from the circumstances that the other party will not be able to perform his obligations. A party suspending his performance of the contract shall notify the other party thereof in writing.

## 12. CONSEQUENTIAL LOSSES

Save as elsewhere stated in these conditions there shall be no liability for either party towards the other party for loss of production, profit, use, contracts or for any consequential, economic or indirect loss whatsoever.

## 13. PATENTS, REGISTERED DESIGNS, COPY-RIGHTS AND THE LIKE

NORTHSTAR accept no liability or obligation to provide compensation for infringement of another party's right to a patent, registered design, copy-right or the like. This applies also when the Products are included as the components or inclusion-products in other products.

## 14. BAN ON INCORPORATION ETC. OF NORTHSTAR PRODUCTS

The purchaser does not have the right to resell NORTHSTAR products other than in their original form, nor to sell a NORTHSTAR product that is incorporated into another product or sold as a part of another product.

## 15. DISPUTES AND APPLICABLE LAW

The contract shall be governed by Polish law. Disputes shall in the first place be settled in an amicable manner through mutual negotiations. If no result is achieved within 30 days, the dispute shall be finally settled by arbitrators according to the Polish law on arbitration. Place of arbitration shall be Poland. NORTHSTAR may, however, at its own choice raise actions at any competent court within or outside Poland for overdue payments. The parties agree that any arbitration award or judgment shall be enforceable and either party may ask any competent court to confirm an arbitration award and/or judgment or otherwise provide that it shall be enforceable.

I wish to receive order confirmations by email:

E mail \_\_\_\_\_

And confirm that I have read and accept the conditions of sale:

Company \_\_\_\_\_ Place \_\_\_\_\_

Signature \_\_\_\_\_

Please use a common e mail address where possible.

[www.northstar.pl](http://www.northstar.pl)  
<http://www.northstar.pl/index.html>

The logo for Northstar Poland, featuring the word "Northstar" in a bold, sans-serif font with a red flame-like graphic above the 'h', and the word "POLAND" in a smaller, all-caps font below it.