



**PIEROŃCZYK**

**SUBCONTRACTING  
PRECISION PRODUCTS**

KOLEJNICTWO · PRZEMYSŁ · MOTORYZACJA

**Ślusarstwo Produkcyjne**

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# GENERAL TERMS OF SALE

SUBCONTRACTING PRECISION PRODUCTS

Document	General Terms of Sale and Execution of Manufacturing Services (GTS)
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These General Terms of Sale and Execution of Manufacturing Services set out the rules for placing orders, executing deliveries, providing manufacturing services, accepting goods, settlement, complaints and the liability of the parties in commercial relationships conducted by Ślusarstwo Produkcyjne inż. Andrzej Pierończyk.

The document was prepared for activities covering the production of precision steel components, CNC machining, turning, 3-axis/5-axis milling, welding, assembly, kitting, packaging, quality control, surface treatment, prototyping and series production.

## CHAPTER I. GENERAL PROVISIONS

### § 1. Nature and applicability of the GTS

1. These GTS constitute a standard contract template within the meaning of Art. 384 of the Polish Civil Code and apply to quotations, orders, contracts of sale, deliveries and manufacturing services performed by Ślusarstwo Produkcyjne inż. Andrzej Pierończyk, hereinafter "SPP".
2. The GTS apply exclusively to commercial relationships with entrepreneurs and entities professionally purchasing goods or services. The document is not intended for consumer relationships without separate verification.
3. SPP's GTS take precedence over the general terms and conditions of the Buyer unless the parties expressly agree otherwise in writing for a specific transaction.
4. These GTS shall be communicated to the Buyer with the quotation or at the latest upon order confirmation. Placing an order or accepting a quotation constitutes acceptance of the GTS.

### § 2. Definitions

SPP — Ślusarstwo Produkcyjne inż. Andrzej Pierończyk, ul. Budowlana 5, 41-100 Siemianowice Śląskie, NIP 6430003808.

Buyer — an entrepreneur placing an order or executing a contract of sale with SPP.

Goods — precise components, products, sub-assemblies or materials produced or processed by SPP.

Services — manufacturing, machining, welding, assembly, kitting, surface treatment or other production services.

Order — a written (including electronic) request to manufacture or deliver Goods or perform Services.

Contract — a written contract of sale, service or production between SPP and the Buyer, together with technical documentation, quotation and these GTS.

Delivery — transfer of Goods or completion of Services by SPP to the Buyer.

## CHAPTER II. QUOTATIONS AND ORDERS

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### § 3. Quotations

1. SPP's quotations are prepared on the basis of the Buyer's technical documentation (drawings, specifications, 3D files) and the assumptions contained in the enquiry. A quotation is valid for the period stated therein, and in the absence of such a period — for 30 calendar days from the date of issue.
2. A quotation is based on the specific quantity, material, technical requirements and schedule stated in the enquiry. Changes to these parameters require a new quotation.
3. SPP reserves the right to decline an order if it conflicts with SPP's production capacity, technical capabilities, quality requirements or applicable law.
4. A quotation does not constitute an offer within the meaning of the Civil Code unless SPP expressly states otherwise in writing.

### § 4. Orders

1. An Order shall be placed in writing (letter, email or electronic order system). The Order must include: item description, technical drawing number or specification reference, quantity, required delivery date, delivery address and Buyer's purchase order number.
2. The Order is confirmed by SPP in writing (order confirmation). The production schedule begins from the date of order confirmation and — if materials need to be ordered — from the date of confirmation of material availability.
3. Any amendments to an accepted Order (quantity, specification, schedule) require written agreement between the parties. In the case of changes to technical documentation, SPP is entitled to adjust the price and delivery date accordingly.
4. SPP may accept partial orders or impose a minimum order value — details are included in the quotation.

## CHAPTER III. PRICES AND PAYMENT

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### § 5. Prices

1. The prices stated in the quotation are net prices in Polish złoty (PLN) unless the parties have agreed otherwise. VAT is added at the applicable statutory rate.
2. The prices apply to the agreed material, specification, quantity, delivery terms and the schedule specified in the Order. Changes to any of these parameters may result in a price adjustment.
3. In the event of a significant and unforeseeable increase in raw material prices, energy costs or other key production factors, SPP may propose a price adjustment with 30 days' notice. The Buyer may accept the new price or cancel the order without penalty within 14 days of receiving the adjustment proposal.
4. Prototype and short-series production prices may differ from series prices and are quoted individually.

### § 6. Payment

1. Payment is due within the period specified on the invoice, which is no shorter than 14 calendar days from the invoice date. For new commercial relationships, SPP may require advance payment or

- shorter payment terms.
2. In the event of late payment, SPP is entitled to charge statutory interest for commercial transactions.
  3. SPP reserves the right to suspend production or deliveries in the event of overdue invoices. In this case SPP shall not be liable for delays caused by such suspension.
  4. The Buyer shall not set off claims against SPP without SPP's written consent.

## **CHAPTER IV. DELIVERY AND ACCEPTANCE**

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### **§ 7. Delivery terms**

1. Unless the parties agree otherwise, Goods are delivered EXW SPP's premises (Incoterms 2020). The Buyer bears the cost and risk of transport from SPP's site.
2. The delivery date stated in the order confirmation is SPP's best-efforts target. SPP shall not be liable for delays due to: late supply of Buyer's materials or documentation, changes to the specification, or force majeure events.
3. Delivery in instalments is permitted with the Buyer's consent. Each partial delivery is invoiced and settled separately.
4. If the Buyer fails to collect Goods within 14 days of the notified readiness for collection, SPP may charge storage costs.

### **§ 8. Acceptance**

1. Goods are delivered with documentation appropriate to the type and standard of production: a delivery note, quality certificate, inspection report or conformity certificate, as agreed.
2. The Buyer is obliged to inspect Goods upon delivery for quantity, type and visible defects. Objections regarding quantity or visible defects must be notified in writing within 5 working days of delivery.
3. If the Buyer places Goods into production without conducting acceptance inspection, this is deemed to constitute acceptance of the Goods as conforming.

## **CHAPTER V. QUALITY AND WARRANTY**

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### **§ 9. Quality**

1. SPP manufactures Goods in accordance with the technical documentation and quality requirements agreed at the ordering stage. SPP operates a quality management system certified to ISO 9001:2015.
2. Dimensional and quality control is carried out in accordance with the agreed inspection plan or SPP's standard procedure. Reports are provided upon request or as specified in the order.
3. SPP is not liable for defects arising from: incorrect or incomplete technical documentation provided by the Buyer, materials supplied by the Buyer, changes introduced by the Buyer after order confirmation, or the Buyer's failure to comply with storage and use conditions.

### **§ 10. Complaints**

1. Complaints regarding hidden defects shall be submitted in writing within 30 days of discovery, but no later than 12 months from the delivery date, unless the parties agree otherwise.
2. A complaint must include: a detailed description of the defect, the number and proportion of defective parts, photographic documentation, the drawing or specification number and the delivery / invoice number.

3. SPP shall acknowledge the complaint within 7 working days of receipt and shall propose — if the complaint proves justified — one of the following remedies: replacement, repair, a discount or a credit note. The choice of remedy rests with SPP.
4. In no event shall SPP's liability exceed the net value of the Goods to which the complaint relates.

## CHAPTER VI. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

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### § 11

1. Technical documentation, drawings, specifications and models provided by the Buyer remain the property of the Buyer. SPP may use them solely for the purpose of executing the Order and shall not disclose them to third parties.
2. Products manufactured on the basis of the Buyer's documentation do not constitute SPP's proprietary design.
3. SPP's technological know-how, machining methods and production processes are SPP's trade secrets and may not be used or disclosed without SPP's consent.
4. Both parties undertake to maintain the confidentiality of information obtained in connection with the cooperation. Detailed rules may be specified in a separate NDA.

## CHAPTER VII. LIABILITY AND FORCE MAJEURE

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### § 12

1. SPP's aggregate liability in connection with a single order is limited to the net value of that order, unless the damage was caused intentionally.
2. SPP is not liable for indirect damages, loss of profits, loss of production or consequential damages.
3. SPP is not liable for delays or failure to perform caused by force majeure: natural disasters, wars, epidemics, government orders, energy outages, strikes, supply chain disruptions or other unforeseeable and uncontrollable events. In such cases SPP shall notify the Buyer without delay and the delivery date shall be extended accordingly.

## CHAPTER VIII. FINAL PROVISIONS

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### § 13

1. Polish law applies to these GTS and to all legal relationships arising therefrom.
2. Disputes shall be resolved by the court having jurisdiction over SPP's registered office.
3. If any provision of the GTS proves invalid, the remaining provisions shall remain in full force and effect.
4. These GTS come into force on 2026-07-01. SPP reserves the right to amend them. The version in force at the time the Order is placed shall apply to that Order.

Ślusarstwo Produkcyjne inż. Andrzej Pierończyk ul.  
Budowlana 5, 41-100 Siemianowice Śląskie NIP  
6430003808 Date: 2026-07-01

Approved: Andrzej Pierończyk  
..... Signature