

General terms and conditions of delivery and assembly of machines
NOMA Sp. z o. o. (01/04/2024)

Noma Sp. z o. o. hereinafter: the "Seller" further provides the Customer: the "Buyer" with the technical documentation needed to perform the assembly work and the rules of procedure enabling the Seller to assemble and start up the device in accordance with applicable regulations.

Works and obligations to be performed by the Buyer.

1. Providing means of transport necessary for unloading, transporting and assembling the machines and their safe storage before assembly inside the Buyer's plant.
2. Construction of a floor (floor for the machine, base for the machine, subfloor surface) with appropriate load-bearing capacity (in accordance with the DTR document), surface and appropriate profiling.
In the case of chambers, the surface of the floor must be equal to and not less than the outline of the chamber. In the case of through chambers, the ground surface must be level (0% slope). In the case of blind chambers, the slope towards linear drainage (sewage grate) must be 0.3 - 0.5%.
If the base for the machine does not meet the above-described requirements, the Seller reserves the right to refrain from assembling the machine until a base that meets the above criteria is prepared.
3. Securing utilities with appropriate parameters agreed with the Seller.
4. Providing an Internet connection for machines with remote diagnostics.
5. Providing ventilation, aeration and venting in rooms, if the provided technical documentation requires it.
6. Delivery and installation of individual utilities, such as:
 - steam, condensate, water, compressed air, electricity connection, cooling medium with fittings with parameters consistent with the technical specifications of the device, bringing them to the indicated place and connecting them to machines installed by the Seller.
7. Making the holes needed for the purpose and their subsequent protection (processing) in ceilings, walls, roofs, floors, etc.
8. Completion of all construction works in the room intended for machine assembly.
9. If it is necessary to make changes to the construction, installation route, etc., which were not taken into account during the pre-sale arrangements and require modifications, among others, to the Seller's installation, the Buyer covers the resulting costs.
10. The Buyer is responsible for any damage to the installations/machines delivered by the Seller caused by other subcontractors or the Buyer's employees during their storage and assembly.
11. If it is necessary to assemble machine elements, during which, due to the foundation conditions, interference is necessary, in particular in ceilings, walls, roofs, floors, etc., the Buyer is obliged to prepare the place of foundation in accordance with applicable regulations (in particular construction regulations - permits, notifications, expert opinions, measurements, fire protection, occupational health and safety) and to perform all formal activities resulting from applicable regulations. The Buyer is responsible for carrying out the activities and, by allowing installation, certifies that the installation site has been properly prepared. The Seller undertakes to provide all required information (in particular the weight, occupied area, necessary connections) in order to enable the Buyer to perform the obligations indicated above.

12. The Seller does not perform any disassembly work or other work that must be performed by the Buyer to prepare the installation site.
13. Assembly and installation works are carried out by the Seller on business days (i.e. from Monday to Friday from 6:00 a.m. to 6:00 p.m.). If other working hours are agreed, the Buyer is obliged to cover the costs agreed by the Parties.
14. Participation in the costs of downtime or additional arrival of the Seller's assembly workers caused by the lack or inappropriate parameters of utilities, failure to meet the requirements of the general terms and conditions of delivery and assembly of machines.
15. Possibility to check and perform tests on the product after starting the machine.
16. Appointing persons for technical acceptance, training in machine operation and signing the acceptance protocol.
17. Providing a room for changing clothes, toilets and eating meals for the Seller's assembly workers.
18. In the event of an unjustified refusal to sign any protocol (related to delivery, training or commissioning, as well as other protocols indicated in the agreement between the Buyer and the Seller) by the Buyer, the Seller will call on the Buyer to specify an appropriate deadline for signing the protocol, not shorter than 5 business days. In the event of failure to meet the deadline, the Seller is authorized to sign the protocol unilaterally.
19. If the agreement provides for an advance payment, the delivery date depends on the timely payment of the advance payment by the Buyer. In case of delay in payment of the advance payment, the delivery date is proportionally extended.

The Seller is not responsible for the work performed by the Buyer. The Seller will note any discrepancies with the General terms and conditions of delivery and assembly of machines in their report.

The above-mentioned provisions of the general terms and conditions of delivery and installation become invalid if the sales agreement provides otherwise.