

General Conditions of Sale and Delivery

§ 1 The scope of validity

- (1) Supplies, services and offers of the Seller are carried out solely on the basis of these conditions. General terms and conditions are an integral part of the order confirmation and they bind delivery to the Buyer of order confirmation. These terms and conditions apply to any commercial cooperation in the future, even if it was not agreed. What is more, these terms and conditions shall be deemed accepted at the latest when the goods or services were taken. The buyer cannot make arrangements of different content relying on his own terms of cooperation or purchase.
- (2) Any arrangements between the Seller and the Buyer for the implementation of this contract must be made in writing.

§ 2 The offer and conclusion of contract

- (1) Offers of the Seller are non-binding especially by the confirmation of the order. Declaration of acceptance of the offer and all orders require written or telegraphic confirmation from the seller to be valid.
- (2) Dimensions, weight and other parameters of the services are non-binding if this has been explicitly agreed in writing.
- (3) Sellers involved in the sale are not authorized to conclude additional verbal terms or the provision of oral guarantees going beyond the written terms of the contract.

§ 3 Prices

- (1) Unless otherwise agreed, the price quoted in the offer is valid for the Seller in the period of 30 days from the date of the offer. In other cases, the authoritative is the price determined in the order confirmation, which is issued by Seller and increased by the statutory tax. Additional supplies and services will be accounted separately.
- (2) Unless otherwise agreed, prices are ex-works prices and they relate to the goods without packaging. The fee for the package is added at cost price. In the case of paper packaging the gross weight of the goods is taken into account. In case of return of empty crates, barrels and baskets in a fit condition for use within 4 weeks, a credit note made out of 2/3 of the calculated value will be issued. In other cases, the return of packaging is not possible.

§ 4 Delivery dates and delivery of services

- (1) Binding and non-binding delivery dates require agreement in the written form.
- (2) Seller is not responsible for delays in deliveries and service delivery, which force majeure and the circumstances that not only significantly hinder or prevent the Seller implementation of delivery, to which belong in particular the strikes, the exclusion of the crew from work, the administrative orders, transport difficulties, interruptions in deliveries of raw materials and energy, the devastation caused by flooding and fire etc., even when they occur in Seller's suppliers or their sub-suppliers, even in the case of arrangements of binding dates and deadlines. Such circumstances shall entitle the Seller to postpone the date of delivery or service for the duration of a possible prolonged difficulties period of preparation or a total or partial withdrawal from the agreement.
- (3) If difficulties persist for longer than 3 months, the Buyer after designation of an appropriate additional period of time has the right to withdraw from the contract to the extent as the contract has not been executed. In the case of prolongation of the delivery time or release the Seller from the obligations incumbent on him, the buyer cannot claim compensation for this. The seller may rely on the above circumstances only if he will immediately inform the buyer.
- (4) Seller may at any moment realize a part of the delivery or service, unless partial implementation of the delivery or service is not in the interest of the Buyer.
- (5) Respect of the deadline of delivery and services by the Seller depends on the timely and proper fulfillment of obligations by the Buyer.
- (6) If the Buyer commits a delay in receiving supplies or services, the seller may demand compensation for damages incurred for this reason; upon the occurrence of delay in the reception of delivery or services. A risk of accidental deterioration or destruction of the object of delivery passes to the Buyer.

§ 5 Transfer of Risk

The risk passes to the buyer at the time of transferring the goods to the person, who transports it or at the time of leaving the Seller's warehouse by goods. If the shipment delays at the request of the Buyer, the risk will pass to the Buyer at the moment of notification of readiness to implement the shipment.

§ 6 Rights of the Buyer in the case of defects

- (1) Goods delivered are free from legal and physical defects; the time limit for submission of complaints is 1 year from the date of delivery of the goods.
- (2) If you do not comply with the instructions of the Seller on operation or maintenance of products or in the case of making changes inconsistent with the original specification of products, the Buyer is not entitled to claim due to defects if the buyer does not prove that the established defect is not the result of the above activities.
- (3) In the case of defects the Buyer is obliged to immediately report this fact in writing to the head of sales of Seller, and not later than 1 week of receipt of the delivery. Defects that are not possible to identify within this period, even in the case of specific inspection, should be reported to the seller in writing immediately after they become known.
- (4) In case of a defect, the Buyer is obliged to send the Seller defective goods, enabling him to repair defective goods or deliver free of defect replacement product.
- (5) If the repair within a reasonable time is impossible, the buyer has the right, according to his own choice to demand the duty reduction or withdraw from the contract.
- (6) A liability for normal wear and tear of the goods is excluded.
- (7) Claims against the Seller for defects can be asserted only by the Buyer and they cannot be assigned.
- (8) The seller is not liable under the warranty for physical defects that arose after crossing danger to the buyer.

§ 7 Reservation of the right of ownership

- (1) The goods delivered remain the property of the Seller until full payment of the price by the Buyer. Until settlement of all current and future receivables (including all balances receivable in the current account) entitled to the Seller from the Buyer for any reason to the seller, the following safeguards are established, which the seller will exempt at his own discretion to the extent that their value permanently exceeds the amount of receivables by more than 20%.
- (2) Goods remain the property of the Seller. Processing and transformation of goods takes on behalf of the Seller as the manufacturer, but it does not give rise to a liability on the Seller. In the event of termination of the (co-) ownership right of the Seller in a combination of goods with other material,

it is decided that the right of (co-) ownership of the unitary object passes in value (the amount of invoices) in the relevant section on the Seller. The buyer keeps the free goods constituting the (co-) ownership of the Seller. Goods, which the Seller is (co-) owner will be determined later as part of the reserved goods.

- (3) The buyer has the right to process and sell the reserved goods in the ordinary trade course, unless he is guilty of delay in payment. Putting the goods in pledge and the transfer of ownership to the goods as security is unacceptable. The buyer passes to the Seller the full amount of any receivables relating to the reserved goods (including all balances receivable at current account) arising from resale or charges resulting from other legal reasons (insurance, delict). The seller authorizes him irrevocably to collection of receivables assigned him on his behalf. This authorization may be withdrawn only if the buyer fails to comply properly his financial obligations.
- (4) In the case of interference in the reserved goods by third parties, the buyer is obliged to inform that the owner is the seller, and immediately notify the Seller, so that he could enforce his ownership rights. If the third party is unable to pay judicial and extrajudicial costs, these costs are covered by the Buyer.
- (5) In the case of inappropriate with the contract activity on the part of the Buyer - in particular in the event of delay in repayment of debt - the seller has the right to withdraw from the contract and request return of the reserved goods

§ 8 Adjustment of receivables

- (1) Unless otherwise agreed, invoices issued by the Seller are payable in cash and without deductions on the 15th day of the month following the month in which delivery took place. In the case of cash payments made immediately or in advance or cash payment within 8 days from the date of invoice a 2% discount shall be granted.
- (2) The seller in spite of different terms and conditions of the Buyer has the right to pass payments in the first place against his previous commitments and he is obliged to inform the buyer about the way in which he made the settlement. In the case of accrued costs or interest, the seller has the right to include the payment against the costs, then against interest and finally against the main debt.
- (3) Payment is considered to be performed at the moment of which the Seller is able to dispose it. In the case of checks, payment is considered to be performed at the moment of implementation of checks.
- (4) If the Buyer commits a delay in the regulation of obligations, the Seller may charge interest at 8 percentage points over the base rate in the context of flat-rate compensation. If the Buyer demonstrates that sustained damage is lower, interest must be lower; the opportunity to demonstrate the Seller higher damages is allowed.
- (5) When the Seller states undermine circumstances that give rise to doubts about credit worthiness of the buyer, in particular in the event of failure to check or withhold payment or other circumstances which undermine the creditworthiness of the Buyer, the Seller may request to settle other debts, even if he accepted checks. The seller in such a case may also demand an advance payment or provide security.
- (6) The Seller has the right to compensate obligations, stop or reduce goods only in the case of established entitlement in force due to the other party and their incontestability, even in the case of the reported defects or claims of the counterparty. The buyer may, however, stop the goods in relation to claims against the other side in the same agreement.

§ 9 Tools

For manufactured tools and equipment generally we charge a percentage of the cost of manufacturing. All construction costs, the cost of the experience, the cost of any necessary internal modifications, consumption costs or replacement costs shall be borne by our company. All tools and devices are our property.

§ 10 Patents

- (1) The Seller exempts the Buyer and his customers from claims arising from copyright infringement, trademarks and patents, unless the author of the project of object of supply is the Buyer. The obligation of the Seller concerns the immunity of the Buyer of the above claims. It is limited to the amount of damage to the provided value. The implementation is conditional additionally that the litigation will be entrusted to the Seller, and the alleged infringement relates only to the design of the delivery item without connections or use with other clients.
- (2) Seller may, at his sole discretion, dispense with the commitments undertaken in paragraph 1 such that:
 - a) until licenses for the allegedly infringed patents are obtained by him
 - b) until he delivers to the Buyer a modified delivery item or part of it replacing it the delivery item or part of it as the basis of infringement patent by eliminating plea alleging infringement concerning the delivery item.

§ 11 Obligation to maintain secrecy

If arrangements of different content are not made in writing, information obtained by the Seller in connection with the procurement is not confidential.

§ 12 Liability

- (1) Regardless of the type of breach of duty, including delicts, compensation claims are excluded, unless they are the result of willful misconduct or gross negligence.
- (2) In the event of breach of important obligations under the concluded agreement, the Seller has responsibility for committed negligence, but only to the amount of predictable damages. Claims for lost profits, cost savings, compensation for third parties and other indirect damages and losses resulting from earlier damage do not exist, unless a physical characteristic of the product guaranteed by the Seller is aimed at protecting the Buyer against such damage.
- (3) The limitations and exclusions in the liability referred to in paragraphs 1 and 2 shall not apply claims arising as a result of the fraudulent activities of the Seller and in the case of responsibility for the guaranteed physical properties of the product of claims resulting from the Act on producer responsibility for the product and the damage resulting from injury to life, body or health.
- (4) Where the liability of the Seller is excluded or limited, this also applies to employees, representatives and people acting on behalf of the Seller.

§ 13 Applicable law, place of jurisdiction, partial efficacy

- (1) The provisions of the Civil Code are applied to the matters not regulated by these terms
- (2) General terms and conditions are an integral part of the order confirmation.
- (3) In the event of a dispute arising from a contract or general conditions of the contract is the court located in the Seller's town - Bydgoszcz.