

General Terms of Sale Binding for Agreements Concluded by “Skraw-Mech” Sp. z o.o.

1. These General Terms of Sale Agreements (hereinafter referred to as the GTS) apply to all the sale agreements on goods and services concluded by “Skraw-Mech” Sp. z o.o. in Bydgoszcz as a Seller.
2. GTS are available for the Buyer prior to the conclusion of the agreement in writing at “Skraw-Mech” or on the website.
3. These General Terms of Sale Agreements constitute the sole contractual regulation binding for the parties within the scope of sale of goods and provision of services. Therefore, the parties exclude the application of other contractual models (general terms of agreement, terms of sale, agreement templates, regulations, etc.) applied/established by the Buyer or third parties or ones which do not constitute the regulations of the universally binding law.
4. The provisions of these General Terms of Sale Agreements can only be amended in writing (also by e-mail, fax) under pain of being null and void. The conclusion of a separate agreement on sale or provision of services excludes the application of these General Terms of Sale Agreements solely within the scope regulated in it in a different way.
5. Different arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of the GTS.
6. The terms used in the General Terms of Sale Agreements shall have the following meaning:

Seller – “Skraw-Mech” Sp. z o.o. with registered office in Bydgoszcz;

Buyer – legal entity, organisational unit without a legal entity and a natural person operating a business;

Payment date – the day on which the receivable for goods reaches maturity and the last day on which it should be satisfied and on which the debtor is not in delay;

Order – offer to purchase products or services submitted by the Buyer in writing, delivered personally, by mail, courier, fax or e-mail, containing a minimum of: the name of the ordered product, quantity, price, form of payment, date and method of delivery and the details of the Buyer necessary to issue a VAT invoice;

Goods – the goods sold by “Skraw-Mech” Sp. z o.o. in Bydgoszcz;

Service – any services provided to the Buyer by the Seller related to the concluded sale agreement.

Confirmation – written confirmation of the Seller regarding acceptance of the order delivered to the Buyer once it is received, including the specification of all the terms of performance and receipt.

7. The Seller’s offers regarding the sale of goods are always prepared in writing and delivered to the Buyer by mail, fax, e-mail or in person.

- 8.** To conclude an agreement, the Buyer shall submit an order in writing, containing the exact indication of the company, date, full name and signature of the person submitting the order. The order should be signed by an authorised person. The submission of an order is binding for the Buyer, but not for the Seller, whereas a lack of response shall not mean tacit acceptance of the order.
- 9.** Upon request of the Buyer, the Seller shall confirm the acceptance of the order in writing on the date arranged with the Buyer.
- 10.** Should any change be introduced in the offer of the Seller or any reservations be introduced by the Buyer in the order, the agreement shall be concluded only as of the moment of confirmation of acceptance of the order with the changes or reservations by the Seller.
- 11.** For the conclusion of a sale agreement or its changes to be valid, any representations exchanged by the parties within this regard should be delivered to the other party in writing by mail, fax, e-mail, or in person.
- 12.** Any understandings, assurances, promises, guarantees and amendments to the sale agreement submitted orally by the employees of the Seller in relation to the conclusion of the sale agreement or making an offer shall not be binding.
- 13.** The Seller can suspend the sale if any doubts arise in regard to the correctness of data contained in the documents referred to in §2(2) of the GTS.
- 14.** An order can only be cancelled by the Buyer in exceptional circumstances and only once the terms of order cancellation have been agreed upon with the Seller. The Seller reserves the right to charge the Buyer with the actual costs incurred until the time of cancellation – not exceeding the value of the order.
- 15.** Should failure to fulfil an obligation by the Seller occur due to force majeure, the Buyer shall not have the right to claim compensation for any loss caused by non-performance or late performance of the agreement. Events referred to as force majeure include a fire, energy limitations and other natural disasters.
- 16.** If the arrangements between the parties are different, the price of goods shall be the price specified in the order confirmation.
- 17.** A VAT invoice shall be issued by the Seller within the time agreed upon by the Parties, and in the case of lack of arrangements in writing under pain of being null and void, no later than within 7 days from the delivery of goods and delivered immediately, before the payment date.
- 18.** Prices quoted by the Seller shall always be net prices, to which tax on goods and services will be added according to the rates applicable on the date of issue of the invoice.
- 19.** Should there be no different arrangements, EXW shipment terms (INCOTERMS) shall apply, plus standard packaging of the Seller.
- 20.** Any additional services necessary for the correct fulfilment of the order (including special packaging) shall result in additional charges incurred upon their prior arrangement in writing between the Seller and the Buyer.
- 21.** Should the price be quoted in currency other than PLN, it shall be assumed that the price has been determined in PLN by means of its conversion to PLN according to the average exchange rate of the given currency of the National Bank of Poland (NBP) as of the date preceding the date of issue of the invoices.
- 22.** The Buyer shall pay the amount due related to the sale of goods and provision of services within the deadline specified in the VAT invoice. The payment shall be recognised as made when the bank account of the Seller is credited.
- 23.** Should the Buyer fail to make the payment within the specified deadline, the Seller shall have the right to charge statutory interest per each day of delay, as well as request

prepayment for the goods from the next orders that have already been accepted to be fulfilled.

- 24.** Failure to make payment within the deadline specified on the invoice grants the Seller the right to interrupt deliveries of goods and suspend the completion of the orders that have already been accepted. The Seller can precondition the completion of a new order submitted by the Buyer that is in arrears or delivers late invoice payments upon prepayment on a new order of the Buyer.
- 25.** Unless otherwise agreed by the parties, the payment for the ordered goods shall be made without deductions or compensations on account of mutual claims.
- 26.** Lodging a complaint shall not release the Buyer from an obligation to make payment for the goods within the specified deadline.
- 27.** The Seller reserves the ownership of the sold goods, which results in the Seller being an owner of the goods until the payment for the received goods and other dues arising from the sale agreement is made in full, regardless of the place of storage or assembly in other items.
- 28.** The Seller shall not be liable for any losses or damage resulting from incorrect unloading of the goods on the Buyer's site, or due to other errors arising on the Buyer's site. The above shall not release the Buyer from an obligation to make payment for the sold goods.
- 29.** As of the moment of initiation of bankruptcy or settlement proceedings in relation to the Buyer, the Buyer shall mark the goods in a way indicating the existence of a reservation of the right of ownership of the Seller. Should goods owned by the Seller be seized in the course of executive proceedings directed at the Buyer's property, the Buyer shall immediately inform the Seller about this fact and cooperate on the enforcement of the Seller's rights in relation to the entity seizing the goods by any means available. Upon request of the Seller, the Buyer shall immediately submit all the information on where the goods subject to the reservation of ownership are stored.
- 30.** A notification on a fault in goods (complaint) shall be lodged in writing with acknowledgement of receipt.
- 31.** Upon receipt of the goods, the Buyer shall immediately verify the consistency of the delivered goods with the order. The Buyer shall particularly verify: the condition of the shipment and the quality, quantity and assortment of the delivered goods, as well as immediately (i.e. within no more than 3 days) report any objections in this regard by means of preparing a discrepancy report. The Seller shall have the right to perform an inspection of the reported damage on the site of delivery.
- 32.** Should the Buyer process the goods in any way, the Seller shall be released from liability for the discrepancies between the received goods and the order or the order acceptance confirmation.
- 33.** If a complaint is lodged, the Buyer shall make the faulty goods available to the Seller for the purpose of their investigation upon each request.
- 34.** The Seller can commission the performance of technical expertise in order to determine the existence of a fault. In such case, a complaint shall be settled once the technical expertise is received.
- 35.** A complaint shall be settled in writing under pain of being null and void, once the goods subject to the complaint have been investigated by the producer on the basis of the documents received from the manufacturer or the ordered expertise of the material.
- 36.** If the complaint is accepted, the Seller shall replace the faulty goods at own cost within the deadline arranged with the Buyer.
- 37.** The Seller shall not be liable under warranty if:
 - the Seller has processed the goods;

- the faults in the goods appeared in the course of transportation from the Seller's warehouse to the place of receipt of the goods by the Buyer, provided that the transportation is on the Buyer's side;
 - the faults in the goods appeared in the course of its unloading at the Buyer's site;
 - the Buyer made repairs in the goods without the written approval of the Seller;
 - the Buyer knew about the faults at the time of issuing the goods or it could have been easily noticed, but the Buyer accepted the goods anyway.
- 37** The Seller shall provide a warranty for its products. The warranty period shall be 12 months from the date of sale.
- 38** The compensation for damage caused by non-performance or undue performance of the agreement is limited to the gross value of the ordered goods.
- 39** The Buyer shall not share the knowledge or information obtained as a result of commercial relations with the Seller with third parties on the matters subject to trade secret without the approval of the Seller.
- 40** The issues not regulated in these General Terms of Sale Agreements are governed solely by the binding regulations of Polish law, in particular, the Polish Civil Code.
- 41** Should any particular provisions of these General Terms of Sale Agreements prove to be in contradiction with the applicable law or be recognised as invalid or ineffective pursuant to a ruling of a competent court, it shall not affect the validity or effectiveness of the other provisions. In such a case, the parties shall make appropriate changes in the provision in keeping with the previous intention of the parties.
- 42** Should any dispute arise, the parties shall make all attempts in order to reach their amicable settlement by means of direct negotiations.
- 43** Should amicable settlement of the dispute not be possible, the court competent for its resolution shall be the common court competent for the registered office of the Seller.

These General Terms of Sale Agreements shall enter into force as of 1 October 2015.