

## General Terms and Conditions of Sales

### 1. Introduction

Our General Terms and Conditions of Sale shall exclusively apply to all contracts between us and our clients. Any differing conditions or terms of buyer are herewith objected to and shall not apply. Any agreement affecting the execution of this contract must be in writing.

### 2. Offer and conclusion of contract

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification. The weight, volume or gage of the goods measured upon shipment is valid.

### 3. Price of the Goods

Prices valid at date of delivery will be applied. We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of primary material or labor, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods.

Our prices are ex works unless stated otherwise and do not include any kind of taxes. Condition of payment are prepayment.

### 4. Terms of Delivery

Confirmed delivery dates are not fixed dates, unless stated otherwise. We reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control we reserve the right to partially or completely rescind the contract.

Strikes, unforeseeable events or interruptions of operations are considered force majeure, should we have no influence over these events. Failure to

comply by a supplier only gives us the right to rescind the contract, if a replacement deal was made and failed to comply.

We reserve the right to partial deliveries unless the client has no interest in them. Unless failure to comply or delay of delivery was caused by us, our lawful representatives or auxiliary persons by gross negligence or intentional acts, we will not be liable for noncompliance. Should we be liable under the terms aforementioned, liability is limited to damages that occur foreseeable and typically under the circumstances.

Goods travel at cost and danger of client, unless agreed otherwise.

## 5. Terms of payment

Unless agreed otherwise, our invoices pro-forma are to be paid immediately upon receipt before delivery. Should client fail to comply within 30 days, he will automatically be in default of payment. Payment is considered made when it is

at our disposal. Detention of payments or balancing of payments against claims of buyer against seller is not allowed, unless these claims are undisputed or legally established. Amounts unpaid by the 30th day of your receipt of the invoice incur interest of 8 percentage points above the base interest rate p.a. Interest is compounded monthly.

Should there be reasons to doubt the solvency or credit standing of the client, we reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

## 6. Retention of Title

Notwithstanding delivery or passage of risk in the merchandise, property of merchandise shall not pass to the buyer until full payment of all our claims against the buyer, regardless of their grounds, was made.

In the case of bankruptcy or suspension of payment, we have the right to demand that buyer declares the assigned receivables, gives all information and documentation necessary for us to collect our claims and informs garnishee of the assignment. Should third parties try to claim these goods, buyer is obliged to inform them of our property and immediately inform us of the intent. Buyer will be held responsible for costs and damages. This paragraph does not apply to buyers who are neither entrepreneurs nor statutory persons as defined by the Polish commercial code

## 7. Warranty

The buyer, being an entrepreneur, shall examine the merchandise as required by Polish law, checking the goods in every aspect, and determine if merchandise is suitable for the intended purposes, if necessary by running appropriate tests. Claims will only be accepted if we are informed immediately upon detection of any fault. In the case of hidden faults claims must be made within 6 months of delivery of Goods. If buyer is neither an entrepreneur nor statutory person as defined by the Polish commercial code, is also required to examine the merchandise and run appropriate tests, if necessary. Claims will only be accepted if we are informed no later than one week after receipt of merchandise, or within 6 months in the case of hidden faults.

If any valid claim of faulty merchandise is made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at our sole discretion. Buyer may choose reduction of price or cancellation of contract, should our efforts fail. In case of lack of a warranted property of the merchandise, we shall be liable for damages on the grounds of noncompliance as stated in Polish Civil Law. We will not be liable for any consequential damages caused by any defect or fault in the merchandise, since the object of the warranty is compliance of the delivered merchandise with the contract. The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or where caused by external factors that were not foreseen in the contract.

We will be liable according to Polish law if damages occur due to gross negligence or deliberate acts by us, our lawful representatives or auxiliary persons. If the violation of contract was not caused by an intentional act, liability will be limited to foreseeable and typical damages. Furthermore, we will be liable according to Polish law should we deliberately violate any essential duty under the contract. Any further liability is excluded, expressly for any kind of damages that occur on anything or in any way other than on the delivered merchandise itself. Binding provisions of the Polish Product liability law remain unaffected. Our contracts are governed exclusively by Polish warranty and product liability laws. The application of any law other than Polish product liability law is expressly excluded.

#### 8. Technical Information

Our technical advises are given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

#### 9. Liability clause

Liability for damages is strictly limited to the provisions made herein in paragraphs 5,6 and 7, regardless of their nature, particularly with regard to damage claims arising from fault at closure of contract, default at performance of contract or torts according to the Polish Civil Code.

Claims for damages due to impossibility or incapability remain unaffected. The same goes for liabilities that are imperative according to the provisions of the Polish product liability law. Exclusion or limitation of from our side also includes exclusion or limitation of liability of our employees, representatives and auxiliary persons.

#### 10. Miscellaneous Clauses

Place of execution and place of venue is Mikołów in Poland. We reserve the right to sue at buyer's place of business. These General Terms and Conditions of Sales, as well as all our business relations with our clients, are governed exclusively by the Laws of Poland. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded Please note that some of our goods might require importation license under any country law. These provisions are to be observed by the buyer in case of sale or exportation of the goods.

#### 11. Salomonic Clause

Should one of the clauses above or part of one of the clauses above be legally invalid, validity of the other clauses of these General Terms remains unaffected.