

## **General Terms of Sales (GTS) applicable in contracts concluded by APVACUUM sp. z o. o.**

### **I. General provisions**

§ 1. Products furnished and services rendered by APVACUUM are sold and provided only on the terms and conditions stated herein. Notwithstanding any terms and conditions on Buyer's order, APVACUUM's performance of any contract is expressly made conditional on Buyer's agreement to APVACUUM's Terms and Conditions of Sales unless otherwise specifically agreed to in writing by APVACUUM. In the absence of such agreement, commencement of performance and/or delivery shall be for Buyer's convenience only and shall not constitute an acceptance of Buyer's terms and conditions. If the parties have not previously entered into a written contract, acceptance of any Product or service shall be deemed acceptance of the Terms and Conditions stated herein. These terms and conditions shall apply to all Products furnished and Services rendered by APVACUUM to Buyer except as expressly modified with the written agreement.

§ 2. The terms used in these GTS mean:

**Seller** - APVACUUM sp. z o. o., Suchy Las, Poland

**Buyer** - an entity that is the other party to the sales contract (Contractor)

**General Terms of Sale, GTS** - these General Terms of Sale concluded by APVACUUM sp. z o. o, Suchy Las Poland;

**Goods** - products sold by APVACUUM sp. z o. o., Suchy Las Poland;

**Service** - all kind of services provided to the Buyer by the Seller in connection with the concluded sales contract.

§ 3. These GTS are contractual regulations binding the parties in the sale of goods and / or provision of services. The parties exclude the use of other contract templates (general terms and conditions, terms of sale, contract templates, regulations, etc.) used or agreed by the Buyer.

§ 4. The provisions contained in these GTS may only be changed in writing (including by e-mail, fax) under pain of nullity. The conclusion of a separate contract of sale or provision of services excludes the application of these GTS only to the extent regulated in it differently.

### **II. Conclusion of a sales contract**

§ 5. Offers for the sale of goods and the provision of services by the Seller are always made in writing and delivered to the Buyer by post, fax, e-mail or in person. The validity of the offer is listed directly on the offer.

§ 6. In order to conclude a sales contract, the Buyer submits a written order bearing the company's seal, date and signature of the person authorized to place orders, together with the name and surname.

§ 7. At the request of the Buyer, the Seller confirms the acceptance of the order in writing within the time agreed with the Buyer.

§ 8. In case of any change to the Seller's offer or the Buyer raising objections to its conclusion, the contract shall be concluded only after the Seller confirms the acceptance of the order in writing with changes or reservations.

§ 9. For the validity of the conclusion of the sales contract or its amendment, all declarations exchanged between the parties in this respect should be delivered to the other party in writing by post, fax, e-mail or in person.

§ 10. Any arrangements, promises, guarantees and changes to the sales contract made orally by the Seller's employees in connection with the conclusion of the sales contract or submission of the offer are not binding and require written confirmation under pain of nullity.

§ 11. If, for reasons beyond the control of the Seller, the Seller is not able to perform the contract in whole or in part, he will have the right to withdraw from it in whole or in part within three months from the conclusion of the contract. The seller is not responsible for any damage that may arise as a result.

### **III. Sales price**

§ 12. The price of the goods or services is specified each time in the offer or the written order confirmation. The price specified in the Seller's offer is valid on the date specified therein. The price does not include transport and insurance costs.

§ 13. The prices quoted by the Seller are always net prices, to which must be added tax on goods and services at the rates applicable on the date of issuing the VAT invoice.

§ 14. The price given in the offer or order confirmation may be in PLN or another currency.

§ 15. In the event that, after the conclusion of the contract, unforeseen circumstances arise justifying an increase in the price of the ordered goods or the service provided, in particular an increase in customs duties, the introduction of additional duties or other public law fees, the Seller has the right to unilaterally increase the price of the goods to the extent that takes into account the actual increase in the price level.

§ 16. In the case of long-term deliveries (delivery time over 1 month from the date of placing the order), in the event of a significant increase in prices caused by economic conditions beyond the control of the Seller, which have a significant impact on the level of the selling price, the Seller may submit to the Buyer a proposal to adjust the price for the ordered goods or service. The seller is also entitled to the above right in the event of an increase in production costs or the cost of purchasing goods from their suppliers in relation to the prices at the time of concluding the contract.

§ 17.

The buyer is obliged to pay the amounts due for the sale of goods and the provision of services within the period specified in the VAT invoice. The payment is considered made when the funds are credited to the Seller's bank account. Until payment is made, the goods remain the property of the Seller. In the event of the Buyer's arrears with payments, the Seller reserves the right to perform a new delivery of goods or perform a new service on the payment of an advance on the Buyer's new order.

## IV. Delivery time

§18. Delivery time results from the arrangements between the parties. These conditions may change as a result of events for which the Seller is not responsible. In case of failure to meet the delivery date for reasons attributable to the Buyer, the Buyer is obliged to cover the costs resulting from his fault and for which he is responsible.

§ 19. Partial deliveries are allowed.

## V. Ownership of goods

§ 20. The ownership of the goods sold passes to the Buyer only after the Seller has paid the entire price for the goods or service.

§ 21. The risk of loss or damage to the goods passes from the Seller to the Buyer at the time of loading the goods from the Seller's warehouse onto the Buyer's car or the carrier performing the Buyer's transport service. If the Seller provides the Buyer with a transport service, the risk of loss or damage to the goods passes from the Seller to the Buyer upon delivery of the goods to the destination.

§ 22. Loss or damage to the goods delivered to the Buyer or delivered by the Seller to the destination does not release the Buyer from the obligation to pay for the goods sold.

§ 23. The buyer is not entitled to encumber the goods to which the seller is entitled. All costs in this respect are borne by the Buyer.

## VI. Release and receipt of goods

§ 24. The buyer is obliged to carefully examine the goods at the time of their receipt in terms of quantity, compliance with the technical specification specified in the contract and any visible defects.

§ 25. The parties agree that the cost of loading the goods for transport is borne by the Seller and the cost of unloading is borne by the Buyer, regardless of who bears the cost of transport.

§ 26. The Seller reserves the right to refuse to prepare the goods in advance.

§ 27. Documents provided to the Buyer by the Seller regarding the quality of the goods or specifying its parameters and technical properties, in particular approvals, quality certificates, etc., do not constitute confirmation by the Seller of the data contained therein, and thus do not constitute an assurance by the Seller that the goods meet its criteria. These documents inform the Buyer that, in accordance with the **manufacturer's declaration**, the goods were produced in accordance with the criteria specified therein.

§ 28. The buyer is responsible for the proper unloading of the goods. Until the entire amount is paid, the Buyer is obliged to carefully secure the delivery item, in particular against threats or random events. In the event of such circumstances and as a result of the need for repair, the Buyer performs it at his own expense.

## VII. Product Defects

§ 29. The Buyer is obliged to notify the Seller about the defects of the purchased goods, which cannot be detected despite careful inspection upon receipt, immediately after their detection, but no later than within seven days from the date of receipt of the goods, under pain of losing the warranty for the goods purchased.

§ 30. Reporting a defect in the goods (complaint) requires a written form.  
Filing a complaint does not release the Buyer from the obligation to pay for the delivered goods.

§ 31. In the event of a complaint, the Buyer is obliged to provide the Seller with the defective goods for examination.

§ 32. The seller may commission a technical expertise to determine the existence of a defect. In this case, the complaint will be considered after receiving the expertise.

§ 33. The complaint will be settled in writing under pain of nullity, after the Seller has examined the goods under complaint on the basis of documents received from the manufacturer or an expert opinion.

§ 34. If the complaint is accepted, the Seller shall replace the defective product with a product free from defects at its own expense within the time agreed with the Buyer. If the Seller needs to incur additional costs of replacing the goods or if this replacement is impossible for reasons beyond the Seller's control, the Seller may refuse to replace the goods and return the value of the defective goods to the Buyer or reduce its price.

§35. The seller is not responsible for damages caused by:  
- faulty assembly and incorrect commissioning by the Buyer  
- improper use  
- the use of defective consumables by the Buyer or the use of non-original spare parts  
- other culpable actions of the Buyer.

§ 36. The seller is not liable under warranty in case of:  
- The buyer processed the goods  
- defects of the goods arising during transport from the Seller's warehouse to the place of receipt of the goods by the Buyer  
- defects of the goods arising during its unloading  
- The Buyer repaired the goods without the Seller's written consent.

§ 37. The rights under the warranty for physical defects expire after one year from the date of delivery of the goods to the Buyer.

## VIII. Delays in the performance of the sales contract, liability.

§ 38. In case of the Buyer's delay in payment for all or part of the amount due for the delivered goods or services, the Seller reserves the right to charge the Buyer with statutory interest for the delay.

§ 39. In the event that the Buyer is delayed with the timely payment of any invoice previously issued to him by the Seller, the Seller has the right to refrain from performing any concluded sales contracts (including the delivery of the goods to the Buyer) until the outstanding amounts due are settled by him, including with interest due.

§ 40. In case of the Buyer's delay with payment of any amount due for more than 30 days, the Seller has the right to withdraw from the sales contract without setting any additional date. The Seller is not responsible for the resulting damage.

§41. In the event of a delay in payment, the Seller has the right to refuse to the Buyer a further and/or previously agreed discounts.

§ 42. The seller is not responsible for delayed delivery, if:  
- the delay results from untimely delivery of the goods to the Seller by the supplier or producer;  
- the delay is caused by the suspension of the delivery of the goods by the Seller, as per § 39 of these GTS.

§ 43. If the delivery is impossible due to circumstances for which the Buyer is responsible, the Buyer is obliged to cover the costs incurred by the Seller. Responsibility for the goods shipped passes from the Seller to the Buyer upon delivery of the goods to the Buyer.

§ 44. Compensation for damages caused by non-performance or improper performance of the order is limited to the gross value of the ordered goods.

## IX. Final provisions

§ 45. To all matters not regulated herein, the relevant regulations of the Polish law, especially Civil Code, shall apply.

§ 46. If any provision of these GTS would be inconsistent with applicable law or be considered invalid or ineffective under a judgment of a competent court, this shall not affect the validity and effectiveness of the remaining provisions. In such a case, the parties undertake to amend the provision accordingly, with the prior intention of the parties.

§ 47. In the event of a dispute, the parties undertake to make every effort to resolve them amicably through direct negotiations.

§ 48. These General Terms and Conditions of Sale shall enter into force on 01-12-2011.

APVACUUM sp. z o.o.