

## GENERAL TERMS AND CONDITIONS OF SALE AND PROVISION OF SERVICES

### Article 1

#### Definitions

For the purposes of these General Terms and Conditions of Sale, the following terms, starting with capital letters, shall have the following meanings:

- GTCS** - these general terms and conditions of sale and provision of services, determining the principles of placing Inquiries, conclusion and performance of Agreements by WEGA, as well as any preliminary or framework agreements related to the Agreement concluded in such a manner. The GTCS shall apply and constitute an integral part of any declarations of intent of WEGA (in particular with regard to Offers, Order confirmations) and Agreements concluded by the Parties, in particular Agreements that have already been concluded within the scope not regulated separately therein, as well as future agreements, unless the Parties explicitly agree otherwise in writing, under pain of invalidity. Referring to the GTCS in any declarations of intent of the Parties or Agreements concluded between Parties is not required for the purpose of the inclusion thereof in the content of these Agreements. The GTCS shall prevail over the EXW Incoterms Rules, which shall be applied only complementary to the extent to which they are not in conflict with the GTCS. Conclusion of the Agreement by the Parties shall constitute confirmation of becoming familiar and accepting the GTCS by the Seller and simultaneous annulment of terms of purchase/orders or any equivalent ones applied by the Buyer and being in conflict with the GTCS and replacement thereof by these GTCS. The rule mentioned in the preceding sentence shall also apply when WEGA does not object these terms in the manner provided by the Buyer. Any other terms of purchase/orders or equivalent terms applied by the Buyer are binding only to the extent to which they are not in conflict with these GTCS, or if they were individually agreed by the Parties in writing or in electronic form, under pain of invalidity. The GTCS shall be in force as long as they are replaced with new ones by WEGA.
- WEGA/Seller** - WEGA-MIKOŁÓW Spółka z ograniczoną odpowiedzialnością Spółka Komandytowa, with its registered office in Mikołów, ul. Przyjaciół 125, 43-190 Mikołów, entered into the Register of Entrepreneurs kept by the District Court Katowice-Wschód in Katowice, 7th Commercial Division of the National Court Register under no. 0000473316, NIP (Tax Identification Number) 6351832321, REGON (National Business Registry Number) 243342092 or WEGA-MIKOŁÓW Spółka z ograniczoną odpowiedzialnością, with its registered office in Mikołów, ul. Przyjaciół 125, 43-190 Mikołów, entered into the Register of Entrepreneurs kept by the District Court Katowice-Wschód in Katowice, 7th Commercial Division of the Polish Court Register under no. 0000467582, NIP (Tax Identification Number) 6351832120, REGON (National Business Registry Number) 24330637, or WEGA-MIKOŁÓW S.C. Zbigniew Kruszyński, Tomasz Miksik, with its registered office in Mikołów, ul. Przyjaciół 125, 43-190 Mikołów, NIP (Tax Identification Number): 6351762193, REGON (National Business Registry Number): 240657777; when in the GTCS the reference is made to the Seller, it shall also be understood as WEGA acting as a recipient, party accepting orders, contractor, distributor, manufacturer, supplier, etc. irrespective of the type of Agreement;
- Customer/Buyer** - a natural person, a legal person or non-corporate body which enters into the Agreement with WEGA or takes any action aimed at purchasing the Product; as from the date of the Agreement, the Customer shall be called the Buyer; when in the GTCS the reference is made to the Buyer, it shall also be understood as the Buyer acting as a provider, ordering party, investor, recipient, receiver, etc., irrespective of the type of the Agreement;
- Party** - WEGA or the Customer/Buyer separately, **Parties** - WEGA and the Customer/Buyer;
- Product** or **Products** - commercial products (machines and/or parts thereof) manufactured and/or sold and/or supplied by WEGA and/or services provided by WEGA under the Agreement; when in the GTCS the reference is made to the Product, it shall also be understood as individual parts or series thereof;
- Inquiry** - enquiry to WEGA made by the Customer via email to make the Offer for specific Products in a determined quantity and range;
- Offer** - an offer for specific Products prepared by WEGA based on the Inquiry or irrespective thereof;

leaflets, advertisements and other publications - do not constitute an offer within the meaning of the Civil Code even if their price is indicated. Publications concerning the Products offered by WEGA are exclusively of informational character, while models and samples displayed by WEGA are used only for reference and exhibition purposes. Technical details of the Products provided as set forth in the first sentence of this section may be amended at any time.

8. **Order** - an inquiry for the purchase of specific Products placed by the Customer based on the Offer or irrespective thereof;
9. **Agreement** - placing the Order based on a specific Offer received individually by the Customer or Order confirmation by WEGA in the form of at least an email message shall result in the conclusion of the Agreement between the Parties based on terms provided in the GTCS and Offer accepted by the Customer, or - if there is no Offer - based on the Order Confirmation. When in the GTCS the reference is made to the Agreement, it shall be understood as an agreement concluded as a result of the acceptance of WEGA's Offer by the Customer, in accordance with the GTCS provisions, or as the Agreement concluded through the explicit WEGA's acceptance of the Order amended by the Customer compared to the WEGA's Offer or placed irrespective of the Offer, or a separate Agreement concluded by the Parties. The GTCS shall apply to the Agreement each time as regards the provisions not separately determined therein.
10. **Place of Delivery** - a place to which the Seller shall be obliged to deliver the Product under the Agreement and/or from which the Buyer shall be obliged to pick up the Product on his own. The Place of Delivery shall be the Buyer's warehouse located in Mikołów, ul. Przyjaciół 125, unless otherwise agreed.
11. **Date of Delivery** - a date when the Product is ready for collection by the Buyer or carrier at the Place of Delivery. The Customer acknowledges that the Date of Delivery may be subject to change. The Seller shall always inform the Buyer of any changes to the Date of Delivery by email. The Buyer hereby waives any claims against the Seller arising from changes to the Date of Delivery.
12. **Working Days** - days from Monday to Friday, from 7:00 a.m to 3:00 p.m., except for statutory holidays on the basis of generally binding provisions of the Polish law;

## **Article 2**

### **Conclusion of the Agreement**

1. The Customer shall send the **Inquiry** to WEGA via email to the email address, which is always to be entered on the WEGA's website. For the sake of their validity, Inquiries placed by telephone shall be confirmed by email. In the absence of the email confirmation of the Inquiry placed by telephone, the content thereof shall be determined by the Offer.
2. For the sake of validity, the Inquiry shall at least indicate:
  - a. quantity and range of the Products the Buyer wants to acquire;
  - b. preferred date and place of delivery of the Products;
  - c. whether the Customer is an entrepreneur; if yes, giving NIP (Tax Identification Number) and full name of the Customer, as well as complete contact details, including KRS (National Court Register Number), the number of Business Activity Register or the Customer number in the register and the name of the register where he is registered as an entrepreneur - if the Customer has no place of business in the Republic of Poland;
3. Based on the Inquiry, WEGA shall prepare the **Offer** and send it to the Customer using the email address thanks to which it received the Inquiry. In the absence of an email Offer, the content thereof shall be determined by the Order confirmation.
4. The price of the Product indicated in the Offer shall be a net price and shall not include transport and packaging costs that are indicated separately, unless WEGA explicitly indicates in the Offer that the Product's price includes the transport and/or packaging costs.
5. The Offer is valid for the period determined therein, in the absence of the term of validity - for 7 days, and in the absence of indication of the starting point of the term - from the date of its receipt by the Customer. If the Customer misses the Offer's validity term, the Agreement may be only concluded

by express written (or email) consent of WEGA to maintain the terms resulting from the Offer, despite the expiry of the Offer's date.

6. On the basis of the Offer provided by WEGA, the Customer shall place the Order (the Offer's acceptance) with WEGA, at least in the form of an email sent to WEGA. **Placing the Order (thus the Offer's acceptance), within the term of validity of the Offer, shall constitute the conclusion of the Agreement by the Parties under the terms resulting from the Offer and GTCS.** The Agreement shall be entered into **under the terms resulting from the Offer (the Order Confirmation when there is no Offer) and the GTCS** also when WEGA agrees to execute the Order placed by the Customer despite the fact that WEGA made the Offer in a manner different from the manner provided for in section 3 of this article, or when it fails to present the Offer, in particular (but not exclusively) informing the Customer about the Order acceptance for execution (the Order confirmation); in such a case - unless it results from the Offer presented by WEGA in a different manner - the Agreement shall be deemed concluded within 3 hours of receipt of the Order confirmation and not raising an objection against the use of the GTCS by the Customer within this period in the form of an email sent in response to the Order confirmation, together with the indication of the scope of the GTCS challenged, under pain of invalidity.
7. Placing the Order by the Customer (and in the case of informing the Customer about the GTCS only in the Order confirmation - no objection within the period determined in the preceding section) shall be tantamount to making a statement that:
  - a. The Customer has familiarized itself with the GTCS and accepts them without any objections,
  - b. The GTCS shall replace any terms of purchase/orders or any other equivalent terms applied by the Buyer, to the extent regulated by the GTCS and being in conflict therewith (the provisions of this point shall be applicable also when the Buyer did not object the GTCS in the manner set forth by any regulations of the Buyer),
  - c. The Customer has sufficient financial resources to pay for the Product and at the date when the Order is placed, neither a bankruptcy petition nor application for the commencement of restructuring proceedings were submitted, he is not involved in proceedings relating to his bankruptcy, restructuring or liquidation, there are no pending enforcement proceedings or proceedings to secure claims against it, as well as there are no prerequisites for declaration of bankruptcy or opening of restructuring proceedings,
  - d. the Customer's spouse has been informed about conclusion and content of the Agreement and consented (the provision concerns exclusively Customers who are natural persons and members of partnerships, and in addition those who are married having a statutory or extended joint property of spouses),
  - e. the Customer agrees to receive VAT invoices via electronic means. If the Customer does not accept electronic invoices, he must raise an explicit objection within this scope in the Inquiry,
  - f. the Customer accepts VAT invoices without signature. If the Customer does not accept invoices without signature, he must raise an explicit objection within this scope in the Inquiry,
  - g. a person acting on behalf and in the name of the Customer, shall be duly authorised to contract obligations on behalf and in the name of the Customer, and shall be fully liable for damages against WEGA for the accuracy of this statement, as well as for the obligation contracted (jointly with the Customer). For the purposes of this GTCS and the Agreement, it shall be assumed that a person accepting the Offer (placing the Order) on behalf and in the name of the Customer, shall be entitled to contract obligations on his behalf and in his name to the extent necessary to conclude and perform the Agreement,
8. If WEGA has any **doubts as to the truthfulness or timeliness of statements or data included in the Inquiry, in particular those referred to in the preceding sentence**, WEGA may withhold sending the Order confirmation, and if such doubts arise after conclusion of the Agreement - performance of the Agreement, without any negative consequences, at the same time requesting additional documents and information. WEGA shall not fall into arrears until the Customer/Buyer does not supplement the documents requested by WEGA; if documents or information

are not complemented within the time limit prescribed by WEGA, or in the absence of such deadline, within 7 days of receipt of the request, or supplementing data will result in impossibility to conclude or perform the Agreement, WEGA shall be entitled to refuse to conclude the Agreement, withdraw from the Agreement or termination thereof, effective immediately, without any negative legal or economic consequences for WEGA, based on terms provided in the GTCS.

9. The Parties set out jointly that they conclude the Agreement exclusively on the basis of the statements and assurances of the Buyer referred to in this article, and the Buyer in addition declares that is aware that making untrue or out-of-date statements referred to in the GTCS and, in particular, in section 7 of this article, or failing to fulfil the duty referred to in the subsequent section, may constitute a ground for initiation of criminal proceedings concerning making the Seller to dispose disadvantageously of his property, as well as it results in full responsibility for damages of the Buyer against the Seller.
10. If the circumstances referred to in the GTCS, and in particular in section 7 of this article, are subject to change after the Agreement is concluded, the Buyer undertakes to inform the Seller about that fact immediately, but no later than within 2 Working Days of the change of these circumstances, in writing, under pain of invalidity. If the Buyer fails to fulfil the obligation referred to in the preceding sentence, all the negative consequences shall be borne by the Buyer.
11. If the Order provides **any amendments compared to the Offer made by WEGA**, the Customer, when placing the Order, shall be obliged to explicitly inform WEGA by direct indication in the Order content that the particular elements of the Offer have been changed by the Customer, and the Agreement between the Parties would be concluded only after a new Order is accepted by WEGA in writing (or in the form of an email). In the event of any dispute between the Parties it shall be assumed that failing to provide information on amendments in relation to the Offer by the Customer shall result in conclusion of the Agreement having the content resulting from the WEGA's Offer or if there is no Offer - the Order confirmation.
12. If WEGA does not explicitly accept the Order or amendments referred to in the preceding section within 10 Working Days of the receipt of the Order by WEGA, it shall be tantamount to accepting the Order in full.
13. Any verbal settlements, assurances, promises and guarantees made by WEGA's employees in relation to making the Offer or concluding the Agreement shall not be binding for the Seller.

### **Article 3**

#### **Rights and Obligations of the Parties**

1. The Seller shall be entitled to the execution of the Order by third parties, without the necessity to obtain any prior consent of the Buyer within this scope, as well as inform it about that fact.
2. The Seller undertakes to sell the Products and provide services of high quality.
3. The Buyer, under the pain of full responsibility for damages against the Seller, in particular undertakes to:
  - a. collect the Product at the Place of Delivery independently or by a carrier;
  - b. timely pay the price and (unless it results from the Agreement that WEGA shall bear the costs), costs of packaging, loading, transport and insurance, when the Parties determine the other Place of Delivery than normally resulting from the GTCS, under the terms referred to in Article 5 of the GTCS and in the Agreement;
  - c. apply the Product according to its intended use, as well as documentation provided with the Product, if such documentation has been drawn up for a given Product, and if there is no documentation, to apply the appropriate, generally binding standards adopted for a given Product, in particular with regard to sharpening blades applying an appropriate abrasive material for a given steel grade,

- and observing relevant requirements concerning cooling during sharpening;
- d. protect the Seller's trade mark on the same level as his own trade mark and in compliance with generally binding regulations in the territory of subsequent resale - if applicable;
  - e. non-transfer, without prior written consent, under pain of invalidity, his rights and obligations resulting from the Agreement to third parties;
- and, moreover, until the ownership of the Product passes to the Buyer, he undertakes also to:
- f. not make, without prior consent of the Seller in writing or by email, under pain of invalidity, any amendments and/or modifications to and/or adaptations of the Product;
  - g. not change the place of the storage of the Product in relation to the Customer's registered office or other agreed place, without prior consent of the Seller in writing or by email, under pain of invalidity;
  - h. make the Product available to the Seller upon his every request, under pain of WEGA's right to access the area when the Product is stored, without the Buyer's consent, provided that a third party participates in such activity as a witness, to which the Buyer hereby agrees,
  - i. neither sublease, nor allow free of charge use of the Product or any part thereof to third parties;
  - j. not establish a pledge on the Product, or liabilities in any form;
  - k. upon initiation of bankruptcy, restructuring or liquidation proceedings concerning the Buyer, he shall be obliged to mark the Product in a manner indicating the existence of retention of title to the Buyer; if the Product owned by the Seller is seized in the course of enforcement proceedings concerning the Buyer's assets, he shall be obliged to inform the Seller about that fact immediately, but no later than within 1 Working Day and to cooperate in exercising its rights against the entity seizing the Product using all means available; upon the request of the Seller, the Buyer shall be obliged to provide all information concerning the place where the seized Products are stored immediately, but no later than within 1 Working Day;
  - l. if the Seller has any doubts as to the solvency of the Buyer, the Buyer shall be obliged, at the first demand of the Seller, to immediately present personally, by email or fax, current balance sheet, financial statement and other documents requested by the Seller, making it possible to evaluate the financial standing of the Buyer.

#### **Article 4**

##### **Performance of the Agreement**

1. **Unless the Parties explicitly agree otherwise in the Agreement, WEGA shall be responsible for loading the Product for the Buyer at the Place of Delivery normally resulting from the GTCS**, while the Buyer shall be obliged to collect and transport the Product, or to provide a carrier for this purpose.
2. The Seller shall always inform the Buyer of the Date of Delivery by email. The Date of Delivery may be postponed by WEGA up to 7 Working Days, without giving any reason, which shall not constitute the non-performance or improper performance of the obligations by WEGA and it shall not bring about liability for damages and contractual liability. The time limits referred to in the preceding sentence shall not apply to the events for which WEGA does not take any responsibility. In the situation referred to in the first sentence of this section, WEGA shall settle a new Date of Delivery with the Buyer.
3. In the situation **when the Place of Delivery is the place determined in accordance with the GTCS**:
  - a. The Product shall be deemed **effectively delivered** at the moment of its loading to the Buyer or the Buyer's carrier at the Place and on the Date of Delivery,
  - b. upon the effective delivery of the Product, the responsibility for any damages, including incidental loss or damage to the Product shall be transferred to the Buyer,
4. In the situation **when the Parties determined a different Place of Delivery that the place normally resulting from the GTCS**:

- a. WEGA shall be not responsible for any losses, damage or direct and indirect costs resulting from errors, flaws or delays in the delivery caused by actions or omissions of the carrier,
  - b. cost of transport, including loading, packaging, insurance, etc. shall be added to the invoice for the Product as a separate item, unless it directly results from the Offer, that WEGA shall bear the costs,
  - c. The Product shall be deemed **effectively delivered** at the moment when it is left for unloading to the Buyer or the Buyer's carrier at the Place of Delivery. The responsibility for any Product's losses or damages shall be transferred to the Buyer at the moment when it is left for unloading to the Buyer or the Buyer's carrier,
  - d. Upon the effective delivery of the Product by WEGA, WEGA shall transfer all the claims against the carrier resulting from the contract of carriage of the Product concluded, as well as any other claims against the insurer of the delivery of the Product, without the need to make any further declarations of intent in this scope.
5. All documents provided by the Seller together with the Product, if any have been prepared, indicating the Product's quality, parameters and technical features, shall not constitute the Seller's confirmation on data contained therein, and therefore shall not constitute the assurance that the Product meets all the criteria provided therein. The documents provided shall be deemed, each single time, only the Buyer's information that the Product, in accordance with producer's statement, was manufactured in compliance with the criteria provided in documents.
6. The Buyer shall be obliged to collect the Product on the Date of Delivery and from the Place of Delivery. When this time limit expires, WEGA may charge the Buyer with a contractual penalty for a delay in picking up the delivery, and after the next 2 Working Days, WEGA may cancel the Order (withdraw from or terminate the Agreement with immediate effect - at its own choice) and dispose of the Product freely.
7. The receipt of the Product by the Buyer shall be understood as signing the acceptance/delivery documents by the Buyer or the person authorised by it and the apposition of a seal by the Buyer (if he is an entrepreneur). It shall be assumed that the person signing the acceptance/delivery documents is authorised to do so by the Buyer (irrespective of representation rules resulting from generally binding regulations or internal regulations of the Buyer, as well as irrespective of the scope of duties to the Buyer and the basis of employment of that person by the Buyer, including the lack of such basis).
8. The Customer undertakes to **examine the Product** on the Date of Delivery **in terms of quantity and quality**, i.e. with regard to any defects apparent at first glance (the above provision shall not apply to hidden defects that may be notified during the guarantee period, provided that the guarantee was underwritten). The completeness of the Product documentation attached, referred to in section 5 of this article shall be also examined. After the examination of the Product and documentation attached, in accordance with this section, the acceptance/delivery document shall be signed by the Buyer or the person authorised by it. Signing of the acceptance/delivery document shall be tantamount to ascertainment of quantitative and qualitative conformity of the Product with the Order and non-existence of the defects, referred to in the first sentence of this section, unless the Buyer has signed the acceptance/delivery document with explicit objections. The Buyer may not release itself from the obligations provided in this section, as well as from the effects of the non-performance thereof, invoking the transactions and acceptance policy adopted. A refusal of signing the acceptance/delivery document, shall deprive the Buyer of the right to raise the objections, and furthermore the document signed ex parte by WEGA or the carrier shall be binding for the Buyer.
9. If **the Buyer finds any defects in the delivery** referred to in the preceding section, the Buyer shall be obliged to make a complaint of delivery to the Seller, not later than within 3 calendar days from the Date of Delivery, by sending to the Seller's address, under pain of invalidity, a complaint letter including a detailed description of defects, copy of the signed delivery note together with the specified objection of the Buyer, or the person authorised by its, as well as with the signature of WEGA or the carrier. For the sake of its validity, the complaint requires also a date and signature

of the person authorised to represent the Buyer, as well as sending it to the Buyer by registered mail. The date of sending the letter in the public operator post office shall be deemed as the date of sending the complaint.

10. If the deadline referred to in section 9 of this article is not met, not raising the objections to quantity or quality of the Product, as well as to the completeness of the Product documentation attached, in the form provided in section 7 of this article, or improper complaint of delivery (not fulfilling the requirements provided in section 9 of this article), shall result in losing the right to raise any claims on this account at a later date by the Buyer.
11. The Seller shall handle a properly-made complaint of delivery within 14 days of its receipt. Ineffective expiration of term, referred to in the preceding sentence, shall be deemed as disallowance of the complaint by the Seller.
12. If the complaint is accepted, the Seller - at its own choice - shall repair or replace the faulty Product or part thereof with the Product free from defects within the time limit agreed with the Buyer, but not shorter than 14 Working Days, at his own expense, or he shall lower the Product's price proportionally.
13. The Buyer shall be responsible for unloading the Product, using the appropriate equipment designed for unloading this type of Products, as well as engaging duly qualified staff. The Seller shall be fully responsible for the Product's defects that occurred during unloading. Starting unloading by the Buyer without signing delivery documents shall be deemed as the acceptance of the Product without reservations. It shall be assumed that the person performing unloading is authorised to do so by the Buyer (irrespective of representation rules resulting from generally binding regulations or internal regulations of the Buyer, as well as irrespective of the scope of duties to the Buyer and the basis of employment of that person by the Buyer, including the lack of such basis).
14. If the Buyer **impedes or prevents the delivery** of the Product by any means (e.g. he refuses to collect/accept the Product at the Date of Delivery without justification, the Place of Delivery is not available, there are no persons authorised to pick up the Product, etc.), the Seller may charge the Buyer with all costs incurred on this account (including the costs of the Product's storage, return delivery to the Buyer's warehouse, repeated delivery according to the costs actually incurred and taking into consideration the time by man-hour rate applied by the Buyer at a given moment etc. as well as full compensation for non-performance or improper performance of the Agreement), and the Buyer hereby undertakes to cover these costs unconditionally and irrevocably. In addition, the Seller shall be entitled to charge the Buyer with the contractual penalty referred to in Article 12 section 1 letter c or d of the GTCS, at his own discretion, as well as cease performing his obligations resulting from the Agreement or any other Agreements, without any negative consequences, and/or terminate the Agreement or any other Agreements with immediate effect or withdraw from the Agreement by fault of the Buyer, informing the Buyer about that fact by email or otherwise if there is no email.
15. In the situation described in the preceding sentence, WEGA may settle a new Date of Delivery ex parte and shall inform the Buyer about that fact by email or otherwise if there is no email. The new Date of Delivery shall be binding on the Buyer. At the same time, WEGA may, at its own discretion, charge the Buyer with the Product's storage costs until the next Date of Delivery in the net amount of PLN 100 for each 24-hour period of pick-up delay started.
16. If the Buyer does not pick up/accept the Product on the new Date of Delivery determined in a manner referred to in the preceding section of this article, refuses collecting/accepting the Product, does not provide the appropriate equipment or staff to unload the Product, or in other way prevents or impede the Product's collection, provisions of section 14 of this article shall apply mutatis mutandi.

## **Article 5**

### **Price and Terms of Payment**

1. For the performance of the Agreement, the Seller shall be entitled to the price due, each time in the amount indicated by the Seller in a VAT invoice issued by it. Upon the Customer's request, the Seller shall issue also invoices in foreign currencies - as agreed with the Buyer.
2. WEGA shall increase the price, referred to in the preceding sentence by value added tax at the rate applying on the date of its issue, unless it results from the separate regulations that the sale under the Agreement is exempt from VAT.
3. In the case referred to in Article 4 section 4 of the GTCS, the invoice indicates separately the price for the Product, and separately the price for transport, loading, unloading, packaging, insurance and possible costs of crossing borders by the Product to the Place of Delivery unless the Offer clearly indicates that these costs are borne by the Seller.
4. In the case referred to in Article 4 section WEGA reserves the right to charge the Buyer with the incurred costs, in particular the costs of preparing the Product and documents referred to in Article 4 section 5 of the GTCS for shipment, the costs of storage and transport, as well as the costs of invoicing.
5. Should circumstances justifying the price increase occur after the conclusion of the Agreement, including, for example, the increase of customs duty, introduction of additional customs duties, introduction of other statutory charges, the Seller shall have the right to appropriately, unilaterally increase the price of the Product, indicating the reason for the increase.
6. The right specified in the preceding section shall also be vested in the Seller in the event of an increase in the costs of production or purchase of a given Product in relation to the prices at the time of concluding the Agreement.
7. Payment for the purchased Product shall be made no later than within 14 days from the date of issuing a VAT invoice by the Seller, to the bank account of the Seller indicated each time on the VAT invoice, unless the contents of the VAT invoice indicate a different date or method of payment.
8. The date of payment of the price for the Product shall be the date of crediting the Seller's bank account with the full amount specified in the VAT invoice.
9. The Product shall remain the property of the Seller until full payment of the price and incidental dues (including in particular interest, recovery charges and contractual penalties) by the Buyer.
10. If the Product is combined or mixed with machinery/equipment or other items of the Buyer, the Parties become co-owners of the whole before the transfer of ownership to the Buyer pursuant to the preceding section. The application of Article 193 section 2 of the Civil Code shall be excluded.
11. If the situation referred to in the preceding section occurs, WEGA shall be entitled, at its own discretion, to the following:
  - a. immediate taking back the Product from the Buyer (WEGA may demand compensation if the Product has been worn out or damaged, and in particular if the value of the Product taken back by the Seller from the Buyer is lower than the price that the Buyer should pay for the received Product)
  - b. termination of the Agreement with immediate effect due to the fault of the Buyer or
  - c. withdrawal from the Agreement.

**Article 6.**  
**Late Payment**

1. In the event of late payment of the price or any of the instalments, the Seller shall have the right to credit any payment made by the Buyer for any VAT invoice of its choice. Provisions of Article 451 section 1 of the Civil Code shall not apply.
2. In the event of late payment of the price or any of the instalments, the Seller reserves the right to set off its claims and liabilities to the Buyer even if one or both of the claims set off are not yet due at the date of the set-off. The Seller shall make a set-off by submitting a declaration of intent in any form. The Buyer's right to set off any claims against the Seller, without the Seller's prior written consent, is excluded under pain of invalidity.

3. In the event of late payment of the price, other element of the WEGA remuneration or any of the instalments, Seller shall charge the Buyer with interest, at its own discretion, at the maximum or statutory rate for late payment in commercial transactions, for each commenced day of delay.
4. In the event of overdue payment of any of the instalments, the entire price shall become immediately due and payable without the need for a separate declaration of intent by the Seller.
5. In the event of late payment of the price or any of the instalments, the Seller shall have the right to suspend the execution of already accepted Orders (including shipment of the Order to which the late payment relates) and new Orders and to suspend the provision of services to the Buyer, without any adverse consequences for this reason. The Seller may execute an already accepted or a new Order of the Buyer that has overdue payments if overdue liabilities and/or a deposit or advance payment for the new Buyer's Order is paid – at the Seller's choice.
6. In the event of late payment of the price or any of the instalments, the Buyer shall be additionally charged with the recovery charges by the Seller at the prelitigation stage, which, in the case of natural persons not conducting business activity, shall amount to PLN 150.00, while in the case of entrepreneurs the equivalent of EUR 40 (pursuant to Article 10 of the Act on Payment Deadlines in Commercial Transactions), and additionally at the judicial and enforcement stage (according to prescribed standards – up to 6 times the net minimum rate). If the Seller orders extra-judicial debt recovery, the costs of such recovery shall be borne by the Buyer in the amount of 10% of the value of the recovered debt. Notwithstanding the provisions of the preceding sentences of this section, the cost of preparing an out-of-court settlement shall be PLN 1,000.00 net and shall be borne by the Buyer in full.
7. If the delay in the payment of the amounts due to the Seller exceeds 30 days, the Seller shall have the right, at its own discretion, to terminate the Agreement with immediate effect for reasons attributable to the Buyer, without an additional request for payment from the Buyer or to withdraw from the Agreement without setting an additional time limit for the Buyer.

#### **Article 7 Guarantee**

1. The Seller shall underwrite **the Product guarantee (within the meaning of a product, equipment or parts thereof; does not apply to services)** under the terms resulting from a guarantee certificate.
2. **Second-hand Products guarantee** shall be each time determined by the Parties in writing in a form of a guarantee certificate, under pain of invalidity.
3. If a separate document of the Product guarantee is not issued, it shall be assumed that the Seller does not underwrite a guarantee for a given Product. The guarantee referred to in the preceding sections, to the extent not regulated in the provisions of the guarantee certificate, shall be complementary subject to provisions of this section.
4. Should the Seller acknowledge **the Product's defect as not covered by the guarantee** (for any reason), he may:
  - a. Return the Product to the Buyer, at his expense and risk, to which the Buyer hereby agrees;
  - b. Refer to the Buyer via email whether it is interested in a paid repair/replacement. Lack of the Buyer's answer within 14 days of the date of sending an email by the Seller shall be tantamount to the refusal to use the paid repair/replacement and shall result in the return of the Product to the Buyer at his expense and risk.
5. Should the Buyer agree to payable repair/replacement, referred to in point (b) of the preceding section, the Seller shall be obliged to pay for the spare parts used for the repair in accordance with the spare parts sale price list applied by the Buyer, as of the date of taking a stance by the Seller. Moreover, unless the Parties explicitly agreed otherwise at least by email, the Seller shall bear all the costs deemed by the Seller as appropriate to remove the defect such as:
  - a. costs of transport back and forth, unloading, loading, packaging, insurance, collection of the Product to and from the place indicated by the Seller,

- b. cost of transfer of the Seller's serviceman to the Buyer (based on the rate per km currently applied by the Buyer in economic relations),
- c. cost of the accommodation of the Serviceman (at gross accommodation cost actually incurred by the Seller; the accommodation shall be required if a distance between the Seller's and Buyer's registered offices exceeds 200 km (approx. 124 miles) - calculated as a distance on public roads),
- d. cost of the Seller's Serviceman works carried out for the Buyer (in accordance with the prices currently applied by the Seller with regard to the services provided, as of the date of taking a stance by the Seller).

Agreeing to take the actions by the Seller in accordance with provisions of this section, the Buyer undertakes to unconditionally and irrevocably cover any costs presented by the Buyer as due.

6. The Buyer's rights resulting from the warranty for faulty Products shall be excluded.

## **Article 8**

### **Confidentiality and Business Secrets**

1. During the term of any Agreement between the Parties, as well as after its termination or expiration, the Buyer shall maintain the confidentiality of WEGA's business secrets. Business secrets shall be understood to mean any information relating to WEGA which has not been disclosed to the public and the disclosure of which could, at least potentially, harm WEGA. Business secrets shall include, in particular, any programme, technical, technological, commercial, organisational or other information of WEGA which has an economic value and which, as a whole or in a specific combination and set of elements thereof, is not generally known to persons normally dealing with that type of information or is not easily accessible to such persons.
2. Any transfer, disclosure or use of information constituting a business secret is allowed only with the prior written consent of WEGA under pain of nullity, except where the obligation to disclose such information results from the applicable mandatory regulations of the Polish law, as well as with the exception of disclosure to the legal, financial and accounting counsels of the Buyer provided that such persons are obliged under the regulations of generally applicable law to maintain professional secrecy or are obliged under a separate agreement to keep information constituting a business secret of WEGA confidential to an extent not less than that resulting from these GTCS.
3. The Buyer shall exercise due diligence to protect the confidential information referred to in the preceding sections against access by unauthorised third parties.
4. No remuneration or reimbursement is due to the Buyer for compliance with the orders/prohibitions referred to in sections 1-3 of this Article.
5. Confidential information shall not include the conclusion of the Agreement. The Parties agree to use such information for advertising purposes.

## **Article 9**

### **Personal Data**

The principles of personal data protection are specified in the Privacy Policy, which is attached as Appendix 1 to the GTCS and can also be accessed on the WEGA website.

## **Article 10**

### **Force Majeure**

1. Neither of the Parties shall be liable for the non-performance or improper performance of contractual obligations if it is due to force majeure. Force majeure, as referred to in the preceding sentence, shall be understood as any extraordinary event or circumstance,

unforeseeable, independent of the will and intention of either of the Parties or of any person for whom the Parties are responsible, in particular:

- a. fire
  - b. acts of God,
  - c. wars,
  - d. armed conflicts,
  - e. blockades,
  - f. state bans,
  - g. objective impossibility of crossing the border,
  - h. embargoes etc.
2. In the event of force majeure circumstances referred to in the preceding section of this article, the deadline for fulfilment of contractual obligations shall be postponed in proportion to the period in which the Force Majeure circumstances will occur.
  3. The Party that is unable to fulfil its obligations under the Agreement shall inform the other Party in writing about the beginning and end of the above-mentioned circumstances not later than within 5 calendar days from their beginning and within 5 calendar days from their end, respectively.
  4. Certificates issued by the Chamber of Commerce in the Seller's country are sufficient proof of the occurrence of the above-mentioned unforeseen circumstances.

#### **Article 11**

##### **Termination of the Agreement**

1. Except for cases described in the GTCS or the Agreement, the Seller may terminate the Agreement and other Agreements concluded with the Buyer with immediate effect or withdraw from the Agreement/other Agreements concluded with the Buyer (at the Seller's choice) without requesting the Buyer to cease violations in advance as well as:
  - a. if the Buyer violates any of its obligations under the GTCS and/or the Agreement, including in particular:
    - i. the obligation to pick up the Products,
    - ii. the prohibition to sublet, lend for use, or lend the Products to third parties until the ownership is transferred to the Buyer,
    - iii. the obligation to pay the price on time if the delay exceeds 30 days,
    - iv. the confidentiality obligation,
  - b. if the Seller becomes aware of the commencement of liquidation proceedings against the Buyer, proceedings related to the Buyer's assets, or the occurrence of premises justifying the commencement of such proceedings,
  - c. in other cases - after the Buyer has been requested in writing to resolve deficiencies or cease violations;
2. At its own choice, the Seller may also terminate the Agreement with immediate effect or withdraw from it if the Seller is unable to perform the Agreement in part or in full for reasons beyond the Seller's control and attributable to, for example, the manufacturer of the Products. In such a case, the Seller shall inform the Buyer of this situation in writing or by email, whereas the Buyer shall not make any claims against the Seller on any basis and hereby waives them unconditionally and irrevocably.
3. Upon **termination of/withdrawal from the Agreement** (including Agreements concluded with the Buyer other than the Agreement constituting the basis for termination/withdrawal) referred to in section 1 of this article, any payments due to the Seller for any Agreement concluded (in particular a claim for the payment of the price) shall be payable immediately.
4. In the case of **termination of** (termination by notice/withdrawal from) the **Agreement**, the Buyer shall immediately, no later than within 7 calendar days from the date of receiving a declaration of termination

(termination by notice/withdrawal from) the Agreement, provide the Seller with the Products in non-deteriorated condition resulting from normal use at its cost and risk.

5. In the event that the Buyer fails to provide the Seller with the Products in accordance with the preceding section, the Buyer shall authorise the Seller to enter the Buyer's premises and to take back the Products owned by the Seller provided that a third party participates in such action as a witness. In the case referred to in the preceding sentence, the Seller may charge the Buyer with any costs incurred by the Seller for taking back the Products and any costs in relation thereto (including the costs related to the participation of a witness) and contractual penalties referred to in the GTCS.
6. Irrespective of the Seller's right resulting from the preceding section, the Buyer shall pay the Seller remuneration for the use of the Products equal to 1/12 of the gross price of the Products for each started month of using them and shall also cover the costs of excessive wear or destruction of/damage to the Products in the amount indicated by the Seller, to which the Buyer hereby irrevocably and unconditionally agrees.
7. The termination of the Agreement with immediate effect or the withdrawal from it by the Seller shall be null and void unless made in writing or by email. When exercising the right to withdraw from or terminate the Agreement, the Seller shall indicate the date from which it withdraws from/terminates the Agreement and whether it withdraws from/terminates it in part or in full. If the circumstances referred to in the preceding sentence are not indicated in a declaration of intent to terminate/withdraw from the Agreement, it is assumed that such termination of/withdrawal from the Agreement shall apply to the non-performed portion of the Agreement on the date the Buyer has become aware or may have become aware of the declaration in such a way that the Buyer has been able to become familiar with its content.
8. The Seller may submit a declaration of withdrawal from the Agreement within 36 months from the date on which circumstances justifying such withdrawal were found to exist.
9. The provisions of sections 3-8 of this article shall apply to other cases of termination of/withdrawal from the Agreement provided for in the GTCS or the Agreement.

## **Article 12**

### **Contractual Penalties**

1. The Seller may charge the Buyer with the following contractual penalties:
  - a. for violation of Article 2 section 7 letter c, d, or g - in particular for the provision of an untrue or outdated statement as well as for failure to inform the Seller of the change in the circumstances listed in these points, in accordance with Article 2 section 10 of the GTCS - in the amount of 50% of the gross price of the Products ordered but at least PLN 5,000.00 for each identified breach,
  - b. for violation of Article 3 section 3 letter a, c-l of the GTCS - in the amount of 20% of the gross price of the Products ordered but at least PLN 2,000.00 for each identified breach,
  - c. for delay in the receipt/acceptance of the Products - in the amount of PLN 100 for each started day of delay,
  - d. for refusal to accept/pick up the Products - in the amount of 50% of the gross price of the Products ordered but at least PLN 2,000.00 for each identified breach,
  - e. for violation of Article 8 section 1-3 of the GTCS - violation of the confidentiality provisions - in the amount of PLN 10,000.00 for each identified breach,
  - f. for violation of Article 11 section 4 of the GTCS - for failure to deliver the Products to the Seller within the time limit provided for in this provision or for delivery of the Products to the Seller in deteriorated condition resulting from their improper use - in the amount of 75% of the gross price of the Products ordered but at least PLN 2,000.00 for each identified breach,
  - g. for termination of (termination by notice/withdrawal from) the Agreement for reasons attributable to the Buyer in the amount of 50% of the gross price of the Products ordered but at least PLN 10,000.00.

2. The payment of the contractual penalty shall not exclude the possibility of rendering the Buyer liable to civil and criminal prosecution as specified in the *Act on Combating Unfair Competition* and in other generally applicable provisions of the Polish law.
3. The contractual penalty shall be charged without the prior provision of a written notification, shall be based on the Agreement and/or the GTCS, shall be payable irrespective of whether damage has been suffered and the amount of potential damage, and shall not be limited.
4. Contractual penalties may be combined and in the event of a contractual penalty for the violation of the provisions of the Agreement and/or the GTCS, it shall apply until the date of proper performance of the Buyer's obligation (or to the date of cessation of breaches) or until the date of submitting a declaration of termination of the Agreement with immediate effect or a declaration of withdrawal from the Agreement. The Parties shall allow for a joint calculation of the penalty for the violation of the Agreement and/or the GTCS and the penalty for the withdrawal from the Agreement should both such cases occur.
5. Simultaneously, the Seller reserves its right to claim full compensation regardless of the agreed contractual penalty.
6. The payment of the contractual penalty shall not release the Buyer from the obligation to pay the price and other costs referred to in Article 5 hereof.
7. The provisions of this article shall apply to all contractual penalties included in the GTCS and/or the Agreement and shall remain valid despite withdrawal from the Agreement.

### **Article 13** **Responsibility of the Seller**

1. WEGA shall exclude its warranty liability in the case of faulty Products.
2. Any liability of the Seller shall be limited to the duly documented and direct actual loss suffered by the Buyer, excluding any indirect losses or lost gains. The compensation may not, however, exceed the net price of the Products ordered by the Buyer.
3. The Seller shall not ensure that the Products are fit for a particular purpose. The Buyer shall only be responsible for the risk associated with the intended use and application of the Products covered by the Agreement. Any information provided in this respect by the Seller, if any, shall be out of courtesy and may not be considered a basis for any specific use.
4. If the Seller, following individual agreements with the Buyer at least via email, declares fitness for a particular purpose or the achievement of specific parameters, the identicalness of the terms and conditions of use of the Products and parts shall be a prerequisite for fitness or achievement of specific parameters.
5. In accordance with Article 4 hereof, the liability for loss of or damage to the Products shall be taken by the Buyer as soon as the Products are handed over to the carrier. The Seller shall be released from the liability for faults in the Products, damage to the Products, or loss of the Products caused by the carrier.
6. The Seller shall not be liable for damage to property or person of both the Buyer and third parties caused by faulty Products.
7. The Seller shall not be liable whatsoever for the infringement of any exclusive rights of third parties, incorporeal property rights, including patents, utility models, copyrights and related rights as well as other similar rights.
8. The Seller shall be released from the liability for non-performance or undue performance of the Agreement if such non-performance or undue performance is caused by faults in the Products related to their undue manufacturing by the manufacturer. In this case, the principles resulting from the guarantee of quality shall apply.
9. The Seller states that the Products are specialist equipment, which can only be operated by persons having qualifications in this respect. At the same time, the Seller states that the Products shall always be used with the utmost caution and in accordance with any documents provided with the Products (in particular with the user's manual, operation and maintenance manual, and written instructions of the Seller) as well as in accordance with OSH principles and with best technical knowledge, whereas the use

and best technical knowledge may cause loss of life or danger to human health and property.

10. The Seller shall not be liable whatsoever for the use of the Product in a manner inconsistent with the preceding section.
11. Unless mandatory provisions of law provide otherwise, the tortious liability of the Seller for compensation for damage caused by an act or omission constituting the non-performance or undue performance of the Agreement shall be excluded.

#### **Article 14**

##### **Service**

1. Whenever the GTCS or the Offer refers to email contact/correspondence, the Parties shall also allow for written correspondence by sending a registered letter to the other Party to its registered office address.
2. If the Agreement and/or the GTCS require written correspondence, persons authorised to represent the Buyer (in accordance with the rules of representation or on the basis of a power of attorney) shall sign a statement and send it by registered letter to or provide it in person directly at the WEGA registered office.
3. Service shall be deemed to be duly effected in the following cases and within the following time limits:
  - a. In writing - if a letter, signed by persons authorised to represent the Party, has been sent by registered letter to the Buyer's address resulting from the Agreement or the Order or amended in accordance with the GTCS:
    - on the date it is received by any person at such address;
    - on the date the postal operator or the carrier first noted that the mail was not received within the time limit, the addressee refused to receive it, the addressee could not be found at that address, or first noted that "the addressee has moved out", "unknown addressee" or the like;
  - b. Via email - if an email has been sent to the email address of the Customer/Buyer, from which the Inquiry had been sent or to other email address provided by the Buyer - on the date and time of sending by WEGA;
4. **The Customer's email address** is an email address from which the Order was sent and to which WEGA sends any materials and questions concerning the performance of the Agreement, respectively. A change to the email address from which the Inquiry was sent (if there was no Inquiry via email - the address from which the Order was sent) or to the correspondence address (registered office or habitual residence) shall be binding on the Seller if the Seller has been expressly notified of it in writing on pain of invalidity. If WEGA does not expressly confirm that it has received the notification referred to in the preceding sentence within 7 Working Days, the notification shall be deemed not to have been received. Should WEGA not receive the notification referred to in the first sentence of this article, the change to the email address shall not be binding on the Seller, whereas information and materials sent to the existing email address shall be deemed effectively delivered to the Buyer.

#### **Article 15**

##### **Final Provisions**

1. The GTCS are available on the Seller's website. The Seller shall have the right to supplement or amend the GTCS from time to time.
2. Any additions and amendments to the GTCS shall in each case be announced by the Seller on its website and shall be binding on the Parties from the date of their announcement unless the Buyer object to them within 5 Working Days from the date of their announcement in writing under pain of nullity. In the case referred to in the preceding sentence, the current provisions of the GTCS shall be binding on the Parties until the Parties individually agree on the additions and amendments objected by the Buyer.

3. Subject to the amendments referred to in sec. 1 and 2 above, any amendments or additions to the Agreement shall be null and void unless made in writing in the form of an annex signed by both Parties.
4. The termination (by mutual agreement/by notice/by withdrawal) of the Agreement by the Buyer shall be null and void unless made in writing.
5. For the avoidance of doubt, the articles quoted in the content of the GTCS without further description shall refer to the articles of the GTCS, whereas the sections shall refer to the sections of individual GTCS articles.
6. The division of the GTCS content into individual articles and names of articles shall be of editorial nature only and shall not produce legal effects in relation to the interpretation of individual GTCS provisions.
7. The GTCS and all Agreements concluded by the Seller shall be governed by the Polish law (both substantive law and procedural law), whereas the provisions of the Civil Code and other generally applicable laws in Poland shall apply to all matters not regulated herein. The Parties shall exclude the application of the United Nations Convention on Contracts for the International Sale of Goods, done at Vienna on 11 April 1980.
8. In case of any doubts or discrepancies between the GTCS and the Offer or other document individually prepared by WEGA, the Offer or another document individually prepared by WEGA shall prevail.
9. In relation to Buyers who are consumers within the meaning of the Civil Code, any provisions of the GTCS shall not violate their rights and Seller's obligations resulting from the mandatory provisions of Polish law in this respect. In case of any doubts or discrepancies between the provisions of the GTCS and the mandatory and universally binding provisions of the Polish law referred to in the preceding sentence, the mandatory provisions of the Polish law shall prevail, whereas these GTCS shall be applied only additionally to the extent not inconsistent with the mandatory and universally binding provisions of the Polish law.
10. Any Buyer's receivables due to the Seller on any account may not be the subject of any legal actions (assignments in particular) without prior written consent of the Seller.
11. The court having jurisdiction to hear all cases resulting from the conclusion of Agreements by the Seller is the Polish common court of competent jurisdiction and proper venue in relation to the Seller's registered office.
12. Should individual provisions of the GTCS become invalid or ineffective or should the Agreement contain a loophole, it shall not affect the validity and effectiveness of the remaining provisions of the GTCS, whereas the invalid provision shall be replaced by a provision that reflects the economic sense of the invalid or ineffective provision as closely as possible.
13. Seller's non-performance or delay in performance of any rights resulting from the GTCS and Agreements once or repeatedly, the performance of such rights inconsistently with the provisions of the GTCS and Agreements (for the benefit of the Buyer), or the acceptance of any obligation not resulting from the Agreement or GTCS once or repeatedly shall not cause the Seller to waive such rights or to accept obligations not resulting from the GTCS.
14. Any appendices to the GTCS shall constitute their integral part.
15. The GTCS have been prepared in Polish and English language versions. In case of any doubts or discrepancies, only the Polish version of the GTCS shall prevail.