



GENERAL TERMS AND CONDITIONS OF SALE OF TECHMATIK S.A.

§ 1. GENERAL TERMS AND CONDITIONS

1. The terms used in these General Terms and Conditions of Sale of Techmatik S.A. (hereinafter referred to as "GTCS") shall have the following meaning:
Seller - Techmatik S. A. with its registered office in Radom. ul. Żółkiewskiego 131/133, 26-610 Radom, for which the registration court is the District Court Lublin-Wschód in Lublin with its registered seat in Świdnik, 6th Commercial Division of the National Court Register, which keeps the Company's records under KRS No. 277687.
Buyer – an entrepreneur who buys Goods from the Seller on the basis of an Order.
Goods - goods sold by the Seller to the Buyer on the basis of an Order.
Order - the Buyer's order for the purchase of Goods regardless of its form.
2. GTCS constitute an integral part of all Orders and offers, on the basis of which the Seller sells the Goods. The GTCS are binding on the Parties, unless the Parties decide otherwise in writing under pain of invalidity. The Buyer, by placing an Order or concluding a sales contract with Techmatik S.A in any other way, agrees to the inclusion of the GTCS in the contract as its integral part.

§ 2. OFFER AND CONCLUSION OF A CONTRACT

Placement of an Order by the Buyer constitutes acceptance of the GTCS and detailed terms contained in the offer. A form of the Order consisting of the acceptance of the offer presented by the Seller by signing it by a duly authorised representative of the Buyer is acceptable. Apart from the written form, the Order shall also be deemed to be placed when:

- 1) a prepayment is made to the Seller in relation to the subject matter of the Order, or
- 2) drawings regarding the sale are accepted, or
- 3) own components of equipment, supplementing the subject matter of the Order are delivered to the Seller, if this has been stipulated in the offer.

Any verbal arrangements between the Parties shall remain non-binding, unless they have been included in the terms of the offer (or in the Order confirmation). Product specifications, information, tolerances and other technical data provided to the Buyer in any form shall not constitute guaranteed characteristics. Any insignificant deviations from the assumed parameter values are admissible as long as they do not result in a decrease in the functionality of the Goods relating to the subject matter of the Order. The Seller reserves the right to





withdraw from the execution of the subject of the Order within 14 days of the date of receipt of the Order in the event of previously unforeseen circumstances or suspicion of infringement of third party rights by the Buyer.

§ 3. PRICE AND PAYMENT METHOD

1. The Buyer undertakes to pay for the subject matter of the Order in accordance with the payment terms and dates as well as the delivery terms specified in the offer or the Order. The date of payment shall be the date on which 100% of the value of the Order is credited to the Seller's bank account.
2. The Seller has the right to change the selling price of the Goods in the event of an increase in the prices of materials used for their manufacture. In such case, the new price of the Goods shall be quoted before the date of completion of the Order. A change in the price of Goods made on the basis of the aforementioned criterion shall not constitute a new offer, and the Buyer shall not be entitled to terminate or withdraw from the contract in such case.
3. In the event of a payment delay on the part of the Buyer, the Seller may, at its sole discretion:
 - 1) charge statutory interest starting from the first day of delay or initiate other procedures stipulated by law.
 - 2) disclose his claims on account of the sale of Goods to the Buyer's contractors and
 - 3) initiate procedures provided for by law, including: making business information regarding the Buyer's creditworthiness available in accordance with the Act of 14 March 2003 on making business information available and filing a bankruptcy petition

§ 4. DELIVERY OF GOODS

Goods shall be shipped according to the INCOTERMS rules. The Seller shall decide on the method of shipment (in particular, the shipping company, the route, the method of packing) when it is responsible for the delivery of the Goods to the Buyer or to the port of destination, in accordance with INCOTERMS. The date of delivery shall be the date on which the Goods leave the Seller's warehouse. Any risk of loss or damage to the Goods shall pass to the Seller or the Buyer respectively, depending on the agreed terms of INCOTERMS.





§ 5. DELAYED DELIVERY

If the Seller is in delay with the delivery for reasons beyond the Seller's control, the Seller shall immediately notify the Buyer of this fact, specifying the expected new delivery date. The date of commencement of the delay shall be determined in accordance with the terms and conditions of sale. A delay in the delivery for reasons beyond the Seller's control shall not constitute non-performance of the Contract.

§ 6. RECEIPT OF GOODS

The Buyer shall receive the Goods from the place of delivery specified in the Order on the day specified by the Seller. Any delay on the part of the Buyer in receiving the Goods shall not exempt it from making a full payment for the Goods. In such case, the date of the Goods' readiness for receipt (for prepayment terms), or the postponed date indicated on the VAT invoice counted from the date of the Goods' readiness (for deferred payments), and not from the date of shipment/invoice, shall be deemed the due date. If the Buyer does not receive the Goods on the date specified in the offer or the Order, or refuses to receive them on that date, the Seller may place the Goods in its warehouse at the expense and risk of the Buyer.

§ 7. RESERVATION OF OWNERSHIP

1. The Seller shall reserve the ownership of the Goods until the Buyer has paid the total price.
2. Until the price is paid in full by the due date specified in the Order, the Buyer may use the Goods for their intended purpose.
3. Upon expiry of the payment period and the lack of payment, the Buyer shall cease to use the Goods.
4. In the event of enforcement against the Goods, the initiation of bankruptcy proceedings in relation to the Buyer, the Buyer shall promptly notify the Seller of this fact.
5. The Buyer shall insure the Goods against fire and other fortuitous events as well as any other risks of its destruction or loss at its own expense.

§ 8. LIABILITY

1. Each of the Parties shall repair the actual damage resulting from the non-performance or improper performance of its obligations under the Contract, unless such non-performance or improper performance is a consequence of circumstances for which that Party is not responsible. Remedying the damage shall not include the benefits lost by the Party.





2. In the event of a transient obstacle, the Seller's completion of the Order shall be extended by the duration of that obstacle.
3. The Seller's liability under the statutory warranty for defects in the Goods shall be excluded (art. 558 of the Civil Code).

§ 9. WARRANTY CLAIMS

1. The Buyer shall forthwith check the compliance of the received Goods with the Order,
2. The Goods being the subject of the Contract shall be manufactured with due diligence based on the Seller's knowledge and experience. The Buyer shall notify the Seller in writing of the appearance of any non-conformities, latent defects or other faults in the Goods within a maximum period of 14 days from the date of their receipt, providing a detailed description of the aforementioned non-conformities. After this period, the delivery of the Goods shall be deemed accepted by the Buyer.
3. In the case of revealing defects resulting from the production process, the Seller undertakes to remove the defects or replace the defective parts free of charge, in which case the date of repair shall be agreed by the Parties in an additional written contract under pain of invalidity. Transport and payment of all costs related to the repair of the Goods shall be at the Seller's expense.
4. The submission of warranty claims shall not entitle the Buyer to withhold payment of the Seller's invoices.

§ 10. RIGHTS OF THIRD PARTIES

The Buyer shall hereby warrant that the submission of the Order to the Seller does not infringe upon any trademarks, company designations or patents and that the information submitted to the Seller in the form of sketches, drawings, models or specimens is free from such legal defects. The Seller shall not be liable for any claims of third parties resulting from such an infringement.

§ 11. FINAL PROVISIONS

1. The Contract shall be governed by Polish law.
2. The transfer of the Buyer's receivables from the Contract shall require the Seller's prior written consent.
3. Any declarations concerning termination shall be made by written acknowledgement of receipt or by registered letter with return receipt. Each Party shall immediately notify the other Party of any change of address, or else a letter sent to the former address shall be deemed to have been effectively delivered.





4. Any amendments to the Contract shall be made in writing in the form of annexes with the consent of both Parties under pain of being null and void.
5. Any disputes arising from the Contract shall be settled by the competent Polish common court having jurisdiction over the Seller's registered office in accordance with Polish civil procedure.

