

## **GENERAL TERMS OF SALE**

PROMATIK PLUS

ul. Szafirowa 37

26-026 Bilcza

### **I. DEFINITIONS AND GENERAL PROVISIONS**

§ 1. The terms used in these General Terms of Sale and Warranty (hereinafter referred to as "Terms") shall be understood as:

1. "Seller" – Promatik Plus.
2. "Buyer" - a natural person or legal entity, not consumers, indicated as the buyer in the Order;
3. "Goods" - goods or service being the subject of the sale;
4. "Request for Quotation" – a written inquiry from the Buyer addressed to the Seller in order to obtain the Seller's offer;
5. "Offer" – a written statement from the Seller sent to the Buyer in response to the Request for Quotation, constituting an offer within the meaning of Article 66 of the Civil Code;
6. "Order" – a written statement by the Buyer accepting the Offer;
7. "Order Confirmation" – a written statement from the Seller confirming the conclusion of the Agreement;
8. "Agreement" – a sale agreement of the Goods, concluded between the Seller and the Buyer based on the Offer and Order in compliance with the Terms;
9. "Parties" – the Seller and the Buyer.

§ 2. These Terms apply to Agreements where the place of performance will be within the territory of the Republic of Poland. In cases where, due to the place of performance of the Agreement concluded based on these Terms, it is necessary to apply regulations concerning export from the territory of the Republic of Poland, these Terms shall apply to the extent not excluded by such regulations, and the Agreement shall specify the manner of performing obligations related thereto.

§ 3. By placing an Order with the Seller, the Buyer hereby agrees to these Terms.

§ 4. Any oral information or clarifications coming from the Seller must be confirmed in writing to become binding.

§ 5. The invalidity or exclusion, also contractual, of any of the provisions of these Terms does not cause the invalidity or exclusion of the remaining provisions of the Terms.

§ 6. These Terms apply to all sales agreements of Goods concluded by the Seller with the Buyer (including Agreements), unless mandatory legal provisions or individually agreed contractual terms provide otherwise.

## **II. CONCLUSION OF THE AGREEMENT**

§ 1. The agreement is concluded upon the Seller's receipt of the Order.

§ 2. Provisions of the Order that contradict the Terms or the Offer require the Seller's explicit written consent and constitute a new offer within the meaning of Article 66 of the Civil Code. In such a case, the Agreement will be concluded upon the Buyer's receipt of the Order Confirmation. Article 682 of the Civil Code shall not apply.

§ 3. A deposit paid by the Buyer is non-refundable, except in the case of the Buyer exercising the right to withdraw in accordance with Section V § 4 of the Terms.

§ 4. Changes to the Agreement at the Buyer's request may result in changes to the delivery date and the price of the Goods.

## **III. WITHDRAWAL FROM THE AGREEMENT**

§ 1. Subject to the other provisions of the Terms, the Buyer may withdraw from the Agreement within 7 days of placing the Order. Withdrawal is effective upon payment of a withdrawal fee in the amount of the deposit paid by the Buyer. The Seller may retain the amount of the withdrawal fee and also seek compensation for the damage caused by the Buyer's withdrawal from the Agreement.

§ 2. In the event of exercising the right of withdrawal referred to in § 1, the Buyer remains obligated to pay for the services previously performed by the Seller and to reimburse the costs incurred by the Seller prior to receiving the Seller's declaration of withdrawal. The costs incurred by the Seller include both costs already incurred and costs committed to third parties, costs incurred by the Seller to properly perform the Agreement, as well as costs of actions taken to terminate the performance of the Agreement in connection with the withdrawal.

§ 3. The Seller will issue an appropriate invoice for the remuneration and costs referred to in § 2 above.

§ 4. In the event that the Buyer fails to fulfill his obligations set out in these Terms and in the Agreement, the Seller has the right to withdraw from the Agreement without a grace period (with immediate effect), unless the provisions of the Terms or the Agreement state otherwise.

§ 5. Subject to mandatory legal provisions, the Seller is not obligated to compensate the Buyer for any damage resulting from the withdrawal from the Agreement in accordance with § 4 above.

## **IV. PRICE AND PAYMENT**

§ 1. Goods shall be purchased by the Buyer at the current prices in effect at the time of placing the Order. In the event of changes in market conditions such as currency exchange rates, energy costs, labor, raw material prices, especially but not limited to steel, brass, rubber, copper, magnets, aluminum, the price may be increased or a surcharge may be applied. At the Buyer's request, the Seller shall inform the Buyer of the current prices of the Goods.

§ 2. Prices stated in the Offer are net prices – they do not include taxes, shipping, and packaging costs. Transportation costs will be determined during the ordering process. An exception is oversized products with individual delivery costs, e.g., 6m pipes (this cost will be estimated individually).

§ 3. Unless otherwise stipulated in the Agreement, the Buyer shall pay the price along with all additional payments in cash upon receipt of the Goods or, with the Seller's consent, within 7 days from the date of receiving the Goods or another term accepted by the Seller (payment term).

§ 4. If payment is to be made by paying an invoice with a deferred payment date, the Seller may request from the Buyer a payment security, especially in the form of:

- a blank promissory note along with a bill of exchange statement;
- prepayment;
- guarantee;
- a bank or insurance guarantee securing payments for the sale price and the costs of delivering the Goods.

§ 5. If the price of the Goods is determined as the equivalent of a specified amount in a foreign currency and during the performance of the Agreement there is a change in the value of this currency in relation to the Polish zloty, payment shall be made according to the sales rate of the bank indicated by the Seller, valid on the invoice issuance date.

§ 6. The moment at which the entire amount can be utilized by the Seller is considered the moment of payment; in particular, this moment is the receipt of funds into the Seller's bank account (actual payment of the amount due).

§ 7. In case of the Buyer's delay in payment for the Goods, the Seller may charge statutory interest and also demand the return of the Goods for which payment has not been made.

§ 8. In the event of the Buyer's delay in payment for the Goods sold under the Agreement, other debts of the Buyer to the Seller (including from other Agreements) become immediately due upon receipt by the Buyer of appropriate notification from the Seller. In addition, in such a case, the Seller may at its discretion:

- refuse to deliver other Goods not yet delivered to the Buyer, even if the obligation to deliver these Goods arose from a different agreement than the one whose payment terms were not met; or
- withdraw without an additional period from other Agreements concluded with the Buyer within 30 days from the date of delay as referred to in § 8 above; or
- demand compensation for the resulting damage.

§ 9. Subject to mandatory legal provisions, the Seller is not liable for damages incurred by the Buyer as a result of the Seller's exercise of rights under § 8 above.

## **V. DELIVERY, SHIPPING, AND DELAYS IN DELIVERING GOODS**

§ 1. The Buyer may at any time obtain information about the current stage of Agreement performance. Partial deliveries are allowed.

§ 2. In case of a delay in issuing or delivering Goods, the issuance or delivery of the Goods shall occur within a period determined by the Parties.

§ 3. Subject to the provisions of this paragraph, the Buyer may not refuse to accept delayed delivery of Goods, nor withdraw from the specified Agreement. In the case of delay (i.e., a delay for which the Seller is responsible) in the delivery of Goods exceeding six weeks, the Buyer may set an additional, later deadline for the Seller to fulfill the obligation, not shorter than 21 days. After the ineffective expiration of this period, the Buyer may, in writing, withdraw from the agreement within one week.

## **VI. EXCLUSION OF SELLER'S LIABILITY**

§ 1. The Seller is not liable for non-performance or improper performance of obligations, including delays or late delivery as mentioned in Section V above, if such non-performance or improper performance is due to force majeure. The Parties agree that "force majeure" particularly includes:

1. Any circumstances in which the performance of the Agreement (execution of the Order) by the Seller is impossible or disproportionately costly relative to the value of the undelivered Goods;
2. Strike;
3. Lack of supplies or delays in supplies of: products, raw materials, materials, and services necessary for the execution of the Agreement (execution of the Order);
4. War, riot, rebellion;
5. Natural disasters;
6. Transportation disruptions;
7. Other similar events.

§ 2. Furthermore, the Seller is only liable for loss suffered by the Buyer due to the Seller's intentional fault or gross negligence. In other respects, the Seller's liability is excluded.

§ 3. The obligation to ensure that the Goods can be used by the Buyer and his customers for specified purposes rests solely with the Buyer. The Seller is not liable for any losses incurred by the Buyer in the event that they arise from the improper use of the Goods by the Buyer, unless the Seller has assured the Buyer in writing that the Goods are intended for such specific use. The Buyer shall indemnify the Seller for any claims raised by third parties against the Seller in connection with damages incurred by such third parties due to the improper application of the Goods resold by the Buyer to third parties along with the assurance of their suitability for specified purposes, if the Buyer did not receive such assurance from the Seller.

## **VII. OWNERSHIP AND RISK OF LOSS, DESTRUCTION OR DAMAGE TO GOODS**

§ 1. The Seller reserves the right of ownership of the Goods until the actual payment of the amount corresponding in full to the price of the Goods within the payment term agreed by the Parties.

§ 2. However, the risk of accidental loss, destruction, or damage to the Goods passes to the Buyer upon receipt of the Goods.

§ 3. In cases where the Buyer does not pick up or confirm in the manner customarily accepted in given circumstances, the receipt or delivery of the Goods, the risk of loss, destruction, or damage to the Goods passes to the Buyer upon the Seller's, or another person's, notification to the Buyer to pick up the delivered Goods.

§ 4. The Buyer is obliged to take all actions to secure the Goods against loss, destruction, or damage.

## **VIII. PACKAGING**

In the absence of special instructions, packaging is prepared by the Seller in accordance with the nature of the product, conditions of its transport, and storage.

## **IX. TRANSPORT**

§ 1. The cost of transport, insurance, payment of applicable taxes, fees, customs duties, and other related costs shall be borne by the Buyer, unless otherwise agreed.

§ 2. In the absence of different provisions in the Agreement, the Buyer is obliged and authorized to perform all necessary actions for the inspection and supervision of transport, particularly to check incoming shipments, and, if necessary, to draw the attention of the shipping company, carrier, or other persons to transport deficiencies that may threaten the Goods or the timely execution of the agreement, even when the transport is franco to a specified delivery place.

## **X. TESTING OF GOODS**

All tests or special inspections of the Goods are possible upon the Buyer's request submitted no later than at the time of placing the Order. If the Seller accepts this service, the test or inspection may be additionally invoiced.

## **XI. WARRANTY**

§ 1. The Seller's liability for defects in the Goods due to warranty is excluded.

§ 2. The Seller commits to the Buyer to, at its discretion, rectify physical defects of the Goods or to deliver Goods free from defects if such defects appear within 1 year from the receipt of the Goods by the Buyer (Warranty).

§ 3. The Seller is only liable for defects that arose as a result of proper use of the Goods. In case of doubt, proper use of the Goods is considered normal use of the Goods in accordance with conditions specified by the Seller.

§ 4. The Seller is not liable for damage or destruction of the Goods if it occurred due to improper use or installation, or in the case of repair or modification of the Goods made outside service points designated by the Seller, unless they were made with the prior consent of the Seller.

§ 5. The Warranty does not cover Goods that, even partially, have been produced from materials or according to specifications provided by the Buyer.

§ 6. The Warranty also does not cover damage resulting from:

- Normal wear and tear of the goods;
- Accidental event or force majeure.

§ 7. The Warranty expires in the case of the Buyer's non-compliance with obligations arising from the Terms and Agreement, particularly in the case of failure to make payment on time.

§ 8. As part of the Warranty, the Seller undertakes to rectify defects in the Goods or parts of the Goods that it recognizes as defective.

§ 9. If it is impossible to rectify defects or replace damaged parts of the Goods, the Seller commits to refund the paid price for the defective elements or parts. In such a case, the Buyer is not entitled to

claim reimbursement of repair costs, adjustments, or replacement if they were not previously approved by the Seller.

§ 10. In the case of delivery by the Seller of Goods not conforming to the Agreement (Defective Goods), the cost of transport, both of the Defective Goods and the Goods delivered instead, is borne by the Seller.

§ 11. In the case of defects in the Goods as mentioned in § 10. above, the Buyer may, instead of Goods conforming to the Agreement, demand a refund of the paid price.

§ 12. To exercise the Warranty, the Buyer is obliged to notify the Seller of the defect in the Goods within 3 days of the defect becoming apparent. The notification may be made by available means of communication and must also be sent by registered letter with acknowledgment of receipt (Notification).

§ 13. The Notification should also include a description of the conditions under which the defect became apparent. If necessary, the Buyer is required to provide the Seller with all assistance in properly assessing the defect and determining how to rectify it.

§ 14. In the case of obvious defects, the Notification must be sent within 8 days of receiving the Goods. In case of doubt, defects that prevent the proper use of the Goods or cause the Goods to have characteristics clearly different from those established in the Agreement are considered obvious defects.

## **XII. RETURN OF NEW GOODS**

§ 1. The Buyer may return Goods already delivered by the Seller, except in situations covered by the Warranty, upon obtaining the Seller's written consent. The Seller may grant such consent if the Goods have not been used and remain in their original packaging, and the return occurs within 7 days from the date of delivery.

§ 2. In case the Seller agrees to the return of the Goods, the Seller shall not bear any costs thereof, in particular, the transport will be at the expense of the Buyer.

§ 3. The Seller will inspect the returned Goods and may decide whether to:

- Refund the Buyer the value of the returned Goods;
- Refuse to accept the return;
- Replace the returned Goods with others.

§ 4. In the case of a refund as mentioned in § 3 subsection 1. above, the refund amount will be equal to the purchase price of the Goods less the cost of inspection, improvement, and administrative actions incurred by the Seller.

### **XIII. TRADE SECRETS**

§ 1. All information regarding the Seller's business that is not publicly known, as well as the provisions of these Terms, are confidential and constitute a trade secret within the meaning of Article 11 of the Act of April 16, 1993, on combating unfair competition (Journal of Laws No. 47, item 211).

§ 2. The Parties agree not to disclose confidential information to third parties or use it for purposes other than fulfilling obligations arising from these Terms and Agreements.

§ 3. The Buyer will take all reasonable steps to prevent the disclosure of confidential information.

§ 4. If the Buyer is obliged by mandatory legal provisions to disclose any information concerning the Seller's business, they shall notify the Seller and cooperate with them to eliminate or minimize the negative effects of such disclosure. This obligation binds the Buyer even after the termination or dissolution of the Terms, for a period of three years from the termination or dissolution. After this period, confidential information will be protected based on generally applicable legal provisions, including Article 11 of the Act of April 16, 1993, on combating unfair competition (Journal of Laws No. 47, item 211).

§ 5. Without the Seller's written consent, the Buyer shall not use the name, trademarks, or trade names of the Seller, nor refer to business relations with the Seller for any purpose.

### **XIV. DISPUTES**

§ 1. Sales and deliveries of Goods under the Terms are subject to Polish law, particularly the Civil Code.

§ 2. Any disputes arising between the Buyer and Seller related to the sale of Goods under these Terms and Agreements shall be settled by the court competent for the Seller's seat.

### **XV. TERMINATION AND AMENDMENT OF GENERAL TERMS OF SALE AND WARRANTY**

§ 1. Either Party has the right to terminate these Terms with a 14-day notice period, which does not affect the application of the Terms to Agreements concluded before the termination date.

§ 2. The Seller reserves the right to make changes to any point of the above General Terms of Sale. In such a case, the amended Terms apply to all Orders issued after the date of modification, as well as to supplementary or related orders based on previously made sales.