



GENERAL TERMS OF SALE (GTS)

PROTECH Sp. z o.o.

§ 1. General provisions

1.1. These General Terms of Sale constitute general conditions of contracts by the means of art. 384 § 1 Polish Civil Code and within this scope provide and regulate terms and conditions for agreements on sale and delivery of goods concluded by PROTECH Sp. z o.o. with its principal business seat in Paniówki (Poland).

1.2. Following terms used in these General Terms of Sale shall have provided meaning:

- a) „PROTECH” – PROTECH limited liability company (PROTECH Sp. z o.o.) with its principal business seat in Paniówki;
- b) „GTS” – these General Terms of Sale;
- c) „Buyer” – any legal entity or person, despite of its legal organizational form, not being a consumer, which concludes with PROTECH an agreement on sale or delivery of goods;
- d) „Parties” – both PROTECH and Buyer collectively;
- e) „Goods” – any products offered by PROTECH;
- f) „Technical Documentation” – all documents providing the technical specification of the Goods (e.g. drawings, sketches, descriptions, tables, etc.) accepted by PROTECH and the Buyer;
- g) „Agreement” – agreement on sale or delivery being concluded upon a Buyer’s Order accepted by PROTECH;
- h) „Order” – declaration made in the name of the Buyer by an authorized person to PROTECH and including the will of concluding an Agreement;
- i) „Force Majeure” – external causes beyond the reasonable control of the Parties and their partners and suppliers (e.g. strikes, epidemics, military acts, fire, flood) which could not have been foreseen;
- j) „INCOTERMS” – „International Commercial Terms” published by the International Chamber of Commerce (ICC) in Paris, being in force at the date of concluding the Agreement.

1.3. GTS are available on the website (www.protech-polska.pl) – with the possibility of downloading them on a Buyer’s memory device with the possibility of their repeated previewing.

1.4. These GTS constitute an integral part of every Agreement to be concluded among PROTECH and Buyers. Conclusion of an Agreement which provisions deviate from GTS excludes only the application of those provisions of these GTS which have been regulated differently under the Agreement.

1.5. If the Buyer will not accept the described inclusion of GTS into the Agreement, it shall without delay – at latest 7 (seven) days after submitting the Order, in writing, notify PROTECH about this fact. In case of lack of consent, PROTECH reserves its right to withdraw from the Agreement within 14 (fourteen) days from the day of receiving a written notification denying the acceptance for including GTS into the Agreement. In such case, PROTECH will not be liable in any way towards Buyer for the withdrawal. The lack of written notification regarding the lack of consent for including GTS into the Agreement shall deem as acceptance for including GTS into the concluded Agreement.



1.6. Should PROTECH maintain with Buyer a regular business relationship, accepting GTS by the Buyer within the first Order will deem as accepting GTS in relation to any subsequent (further) Orders and Agreements. So accepted GTS will apply until they will be changed or revoked. PROTECH will inform the Buyer about the fact of changes in GTS or their revocation.

§ 2. Conclusion of Agreement

2.1. Information, price lists or any other marketing or business documents addressed to an abstract and general addressee, do not constitute a binding offer but only an invitation for negotiations.

2.2. A letter or document addressed individually, which describes the quantity of Goods, which PROTECH can provide under a given Agreement, the price, terms and delivery date, constitutes an offer containing PROTECH's will for concluding an Agreement with the addressee of the offer. The offer can be accepted only without reservation. Not submitting an Order within the period of validity stated expressly in the offer causes expiration of the offer. PROTECH reserves the right to perform a test production series of the Goods before making a binding offer or before confirming an Order. Execution of the test production series is subject to prior written consent of the Buyer. The requirement of written form deems as fulfilled also when the consent have been sent by fax or e-mail. As written form shall deem also sent via fax or email. Unless the Parties have agreed otherwise, the costs of the test production series of the Goods shall be borne by the Buyer and the terms provided under § 2.4 i 2.5 shall be extended to 60 (sixty) days.

2.3. The Agreement deems as concluded at the date when PROTECH notifies the Buyer on accepting the Order placed by the Buyer. PROTECH confirms its acceptance for the Order by sending a written notification with a registered letter or courier delivery. The requirement of written form deems as fulfilled also when the Order and the confirmation have been sent by fax or e-mail. Placing an Order and its acceptance means that these GTS have been accepted.

2.4. PROTECH shall provide a notification on accepting the Order within 14 (fourteen) days after receiving the Order. In case such a notification will not be submitted within the above provided date, the Order expires.

2.5. If PROTECH maintains with Buyer a regular business relationship, in case PROTECH will not confirm the acceptance of the Order as described under § 2.3 and 2.4 above, the Agreement deems as concluded at the moment when PROTECH begins executing the Order. PROTECH reserves its right to reject in writing an Order placed by a legal entity or person with whom it maintains a regular business relationship within 14 (fourteen) days after receiving the Order. The requirement of written form deems as fulfilled also when the rejection have been sent by fax or e-mail.

2.6. The quantity of Goods stated by the Buyer in the Order and accepted by PROTECH is binding. For technical reasons, PROTECH reserves its right to provide excess or short deliveries as it is customary in trade. However, the deviation of the quantity provided in the Order cannot be greater than 10%.

2.7. Any changes in the quantity of Goods and the delivery date require to be accepted by PROTECH.

2.8. In case the Buyer cancels a submitted Order, PROTECH may demand from him a contractual penalty equal to 10% of the Order's value without VAT charge. In addition, PROTECH can claim to cover any expenses already incurred relating to the commencement of the Order.



§ 3. Price

Prices provided in the confirmation of accepting the Order are binding for the Parties. When an Agreement is concluded as provided under § 2.5 above, prices provided in the Order are binding for the Parties. For those prices the legally required VAT shall be added.

§ 4. Conditions of payments

- 4.1. Any payments between the Parties have to be made on the basis of invoices or VAT invoices.
- 4.2. Unless otherwise expressed in writing by the Parties, the price for the Goods has to be paid within 14 (fourteen) days after the date of the issuance of the invoice (VAT invoice). All payments resulting out of VAT invoices have to be made by transferring them to a bank account provided in the invoice (VAT invoice). The date of the payment is the day on which account is credited in PROTECH's Bank.
- 4.3. PROTECH reserves its right to deliver only upon prior payment of the entire price.
- 4.4. For delayed payments PROTECH charges statutory interest.
- 4.5. PROTECH has the right to transfer any liability under the Agreement to a third party without the Buyer's consent.

§ 5. Deliveries

- 5.1. Unless otherwise agreed by the Parties, every delivery will be made ex works (EXW under INCOTERMS). Partial deliveries are admissible. The delivery of the Goods to the Buyer ("Delivery") is executed when PROTECH hands over the Goods to Buyer or his carrier at PROTECH'S plant.
- 5.2. The delivery date mutually agreed among Parties in the Agreement begins with the day of sending the confirmation of accepting the Order, but not before the Buyer has delivered documents, drawings, permits and fulfilled other formalities or paid agreed advances.
- 5.3. Delivery date shall deem to be met if till then the Delivery has been executed or PROTECH expressed its readiness to make a Delivery. In case of an event of Force Majeure circumstances, the delivery date will be reasonably extended. This also applies when the circumstances of Force Majeure concern PROTECH'S subcontractors and suppliers. Buyer will be notified immediately about the emergence and ending of the said obstacles.
- 5.4. PROTECH may withhold, without any liability in this respect, the execution of any subsequent Deliveries arising out of confirmed Orders, if the Buyer is delayed with payments for Goods already delivered. The resumption of supply will follow after the full settlement of the debt is made.
- 5.5. Goods sent by PROTECH are packaged in a manner normally used in business trade. If PROTECH considers that the Goods to be sent are of a type that requires special packaging (e.g. cartons, boxes, partitions), packaging costs will be borne by the Buyer.
- 5.6. PROTECH reserves its right of ownership on sold Goods which will pass to the Buyer after the full payment of the value of Goods. Art. 193 § 2 of the Polish Civil Code will not apply.
- 5.7. Buyer will pay PROTECH a contractual penalty for any delay in delivering the Goods due to causes beyond the control of PROTECH amounting to 0.5% of the value of the Goods for each day of delay – but not more as per 30 (thirty) days.



§ 6. Passing of risk

Unless otherwise expressed in writing, transfer of risk of accidental loss or damage of the Goods shall pass to the Buyer from the moment of Delivery.

§ 7. Warranty for defects

- 7.1. The Buyer is entitled to provide claims arising out of the warranty for defects, if he or his carrier complied with the obligation to promptly investigate the Goods at the time of its release, and complied with the obligation under the applicable law and/or these GTS of notifying on perceived defects. The Buyer is obliged to describe in the notification (complaint) the details of the circumstances of the disclosure and the type of defect.
- 7.2. Within 14 (fourteen) days from the date of receipt of a defect notification, PROTECH is required to respond in writing to the complaint filed by the Buyer.
- 7.3. If the complaint is accepted, unless during the complaint process the Parties agree otherwise, all reasonable costs associated with the removal of defects or replacement of defective Goods with Goods free of defects shall be borne by PROTECH.
- 7.4. Any changes to the Goods made by the Buyer or a third party, without the consent of PROTECH, exclude PROTECH's liability for defects.
- 7.5. The warranty period is 6 (six) months from the date of Delivery. After this date, PROTECH's liability towards the Buyer regarding warranty claims expires.
- 7.6. The Buyer cannot transfer warranty claims to third persons.
- 7.7. Buyer loses its rights related to warranty claims, if he fails to notify PROTECH on a defect in writing by registered mail within 7 (seven) days from the date of Delivery, or, in the case of hidden defects, within 7 (seven) days from the date of their disclosure.
- 7.8. To the extent permitted by the law, PROTECH's liability towards the Buyer for damages caused due to defects of the Goods shall be limited to triple value of the delivery amount.
- 7.9. Shall the Buyer provide, together with an Order, Technical Documentation, PROTECH will not be liable for any errors in this Technical Documentation, and a Good which meets the requirements specified in the Technical Documentation shall not be deemed defective. PROTECH reserves the right to make changes in the Technical Documentation provided by the Buyer. Any changes to the Technical Documentation require the written consent of the Parties. As written form shall deem also consent sent via fax or email. Minor deviations from the specification of the Goods provided in the Technical Documentation, which does not reduce their utility value, will not cause PROTECH's liability for defects.
- 7.10. When, due to the Buyer's requirements contained in the Order and/or the Technical Documentation of the ordered Goods provided by the Buyer, PROTECH produces and delivers Goods which infringe the rights of third parties (such as patents, industrial designs, copyrights and other), Buyer agrees to exempt PROTECH from any liability in connection with the violation of these rights and to cover any possible claims of third parties.
- 7.11. Unless otherwise expressed in a written agreement, tolerances, shape and roughness of the surface of each of the Goods are in accordance with the provisions of the Standards of Production and Qualitative PROTECH of May 19, 2014 (SPQ), available on PROTECH's website (www.protech-polska.pl) – with the



possibility of downloading them on a Buyer's memory device with the possibility of their repeated previewing. Goods which meet the requirements set in the SPQ are considered to be free from physical defects in terms of their size, shape and surface roughness.

7.12.No provision of this § 7 constitutes a warranty within the meaning of Article 577 et seq. Polish Civil Code.

§ 8. Applicability of GTS and excluded application of Buyer's general terms and conditions

8.1. GTS are applicable from the date they are made available to the Buyer by PROTECH and are binding until they will be replaced with any subsequent general terms of sale determined by PROTECH. Making the GTS available to the Buyer means also publishing them on a website (www.protech-polska.pl) and informing the Buyer about this fact.

8.2. GTS can be changed by PROTECH at any time. The amended GTS enter into force upon their publication on the website of PROTECH.

8.3. Any individual provisions of an Agreement proposed by a particular Buyer and deviating from GTS will bind PROTECH only if PROTECH in writing explicitly accepts their inclusion into the Agreement. Buyer's standard contract forms, in particular its general conditions of contracts, contract templates or internal regulations, do not apply to the Agreement.

§ 9. Severability clause

In the event of the ineffectiveness of individual provisions of these GTS, remaining provisions of these GTS and concluded on their basis Agreements shall remain valid. Ineffective provisions will be replaced by other provisions which are most suitable to the economic purpose of provisions to be replaced.

§ 10. Final provisions

10.1. Agreement and these GTS shall be exclusively governed by the law of Republic Poland. The provisions of the United Nations Convention of 11.04.1980 on the International Sale of Goods shall not apply. In cases not covered by these GTS, provisions of the Polish Civil Code shall be applicable.

10.2. The exclusive jurisdiction for all disputes arising out of Agreements concluded on the basis of these GTS has the court having jurisdiction in place where PROTECH has its principal business seat.

10.3. All modifications to the Agreement and GTS require a written consent to be valid.

10.4. Buyer agrees that PROTECH will process his personal data in accordance with the Polish Law of 29.08.1997 on the Protection of Personal Data for the purposes of the proper performance of the Agreements concluded and for marketing purposes. Making personal data available by the Buyer is voluntary. Buyer possesses all rights granted by the Law on the Protection of Personal Data, in particular the right of access to personal data and correcting them.

10.5. In case of differences between the various languages versions of these GTS, the Polish language version shall prevail.

10.6. This GTS were adopted by resolution of the Management Board of PROTECH No. 1 of May 19, 2014 and are valid from the date of their adoption.