

# SALES AGREEMENTS – GENERAL TERMS AND CONDITIONS

applied by EUROFLUID Krawczyk Sp. j.

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- 1.** The following general terms and agreements are applicable to all sales agreements concluded between the Eurofluid Krawczyk Sp. j. (Seller) and other entities (Buyers), hereinafter referred to as the Parties. The Seller shall conduct the sales of the goods only to business entities (Entrepreneurs). It shall be assumed that the Buyer conducts such business activity.
- 2.** The terms and conditions shall be deemed binding if they had been provided to the Buyer before concluding the agreement or notified to him in such a manner that he could learn its content without difficulties.
- 3.** Any amendments to the terms and conditions made during the duration of the agreement shall be binding for the Buyer if such amendments had been notified to him and the Buyer does not terminate the agreement within seven days as of receiving the amendments.
- 4.** Any changes and supplements to sales agreements concluded between the Seller and the Buyer as well as withdrawal from this agreement shall be made in writing under the penalty of nullity.
- 5.** Sales brochures, adverts, price lists, catalogues, etc., used by the Seller shall not constitute the sales offer but only a negotiation proposal.
- 6.** The order submitted by the Buyer shall be considered a purchase offer within the meaning of the Civil Code. The offer requires express approval by the Seller. If doubts arise, proceeding of the order by the Seller shall be deemed as the acceptance of the offer.
- 7.** The Seller reserves the right not to have readily available goods indicated in the price lists, brochures, offers, catalogues, etc. Unavailability of such goods shall not constitute the grounds for filing any damage claims against the Seller. Such grounds shall also not be constituted by minor differences in the appearance of goods which do not influence their quality or proper functioning.
- 8.** The Seller reserves the right to alter the prices of the offered goods if there are considerable increases of the components at global markets which influence the cost of manufacturing the goods or if there are considerable and sudden increases in the costs of executing the order.
- 9.** The Buyer shall provide to the Seller the current copy of the decision of being assigned the NIP/TAX ID number or adequate attestation from the relevant Tax Office, the REGON certificate issued by the relevant Statistical Office and the copy of the Register of Entrepreneurs (KRS) or the attestation of being entered into the register of business activity issued by the relevant body of local authority.
- 10.** Unless these terms and conditions assume a different form or the Parties have expressly decided otherwise, any statements of the Parties made during the negotiations, when the order was made and accepted, as well as during the execution of the sales contract, may be submitted in writing by means of the registered letter or sent by the fax at the phone number of the other Party indicated in business letters, the offer letter, catalogues, price lists, etc. Electronic correspondence is also permitted as long as there are no doubts as to receiving it by the recipient.
- 11.** The sales agreement between the Parties shall be deemed as concluded when the Seller accepts the order. Delivering the notification of order acceptance to the Buyer or proceeding of the order by the Seller shall be considered the moment of agreement conclusion.
- 12.** However, if the Seller accepts the order with the provision of changing or supplementing it, the agreement is deemed concluded on the date of the Seller being notified by the Buyer of the acceptance of the change or supplement. If the Seller makes the selling offer, it may only be accepted without reservations. Accepting the offer with the change or supplement provision shall be considered as a new offer.
- 13.** An agreement between the Parties which use different general sales terms and conditions (agreement templates) shall not include contradictory terms and conditions. In such event, the Seller reserves the right to declare within 5 (five) days as of being delivered the offer and the contract template by the Buyer that he has no intention of concluding the agreement with the terms and conditions specified in the previous sentence.
- 14.** The prices included in the Seller's offer may be expressed in Euro. The payment is made in the Polish zloty (PLN), and the price is calculated as per the exchange rate announced in the mBank table as of the day of issuing the VAT invoice. It is permitted to issue the VAT invoice in Euro. In each event described hereinabove, the invoice shall be issued within 7 (seven) days as of releasing the goods.
- 15.** The costs of calibrating and drawing up calibration protocols of the measuring devices and products are not included in the price. The prices provided in the offers do not include the VAT tax, the amount of which is specified on the basis of separate regulations.
- 16.** The conditions related to the cost of transportation and delivery shall be indicated from time to time on the trade offer.
- 17.** The payment of the price of the goods being sold shall be made by a bank transfer. The payment term is indicated in the invoice and its course runs as of the day of issuing. The bank transfer payment shall be made to Seller's bank account indicated in the invoice.
- 18.** The day of payment is the day of Seller's bank account being credited.
- 19.** Each invoice shall include the designation of the Issuer, the Buyer, the issuing date, the date and method of payment, agreement number, order number and the bank account number.
- 20.** The Seller shall be entitled to claim statutory interests in the event of payment delay.
- 21.** If, after concluding the Agreement, the completion of the service by the Buyer is doubtful due to his financial condition, of which the Seller had no knowledge, the Seller is entitled to withhold the release of the goods until payment offer is made or the collateral is established by the Buyer.
- 22.** If the Buyer becomes insolvent after the goods had been released, the Seller is

entitled to demand the payment to be made regardless of the payment period.

**23.** If the Buyer's default of payment exceeds 30 (thirty) days, the Seller may withdraw from the Agreement without appointing additional payment date, and demand the goods to be returned and contractual penalty to be paid, in the amount of 10% of the value of the ordered goods.

**24.** If the goods are to be collected by the Buyer, and unless the Agreements states otherwise, the Buyer shall collect the goods not later than one day after being called upon by the Seller. If there is a delay exceeding 5 (days), the Seller is entitled to demand the price be paid regardless of the payment period; the Seller may also claim contractual penalty to be paid, in the amount of 10% of the value of the ordered goods.

**25.** The Seller may deliver the goods partially (in installments) and the Buyer cannot refuse to accept the partial delivery.

**26.** The insurance of the goods sent shall be made only at the Buyer's order and expense.

**27.** The release of the goods takes place as of the moment of the goods being handed over to a carrier or a forwarder which provides professional services of transporting such goods.

**28.** All and any profits and burdens as well as the risk of accidental loss or damage of the goods shall be passed on the Buyer at the moment of the goods hand-over.

**29.** Unless the Agreement states otherwise, the goods shall be delivered in non-returnable packaging. The Buyer shall pay the potential cost of returning the packaging.

**30.** Immediately, not later than on the following day after collecting the goods, the Buyer shall perform the technical acceptance of the goods and their inspection in terms of their consistence with the placed order.

**31.** If the Buyer fails to collect the goods and perform the inspection in the period specified above, or, no fault is identified despite the inspection, the Buyer shall not be entitled to exercise his rights of physical defect warranty for those physical defect which could have been detected during that time if due diligence

had been undertaken, unless such defects had been fraudulently concealed.

**32.** Upon the collection, the goods shall be checked from time to time by the Buyer. If the goods are sent to the destination through the carrier, the Buyer shall follow the provisions of the agreement concluded with the carrier. The Buyer shall also check the condition of the parcel immediately (upon the collection of the goods with the presence of the carrier or a driver) and undertake all necessary actions to determine the carrier's responsibility for the goods damaged during the transport (damage or shortfall of the goods). In particular, the Buyer, along with the carrier representative or the driver, shall establish by protocol the condition of the shipment, provide the damaged or missing quantity as well as the circumstances thereof, report the objections with grounds to the protocol, indicate at the difficulties with identifying the shipment data and immediately (on the same day) notify the Seller about the hereinabove and send the goods reception protocol. The Buyer shall act in the same manner if he finds there are non-apparent damages to the goods, only the damages shall be reported to the Seller not later than within 3 (three) days as of the collection date. The reports of the goods with non-apparent goods are examined individually, taking into consideration the customer's description, photographic evidence as well as the logistics and delivery documentation. The Buyer shall also inform the Seller about the delay of goods delivery if it is longer than seven (7) days. Collecting the consignment without reservations or without reporting damage, shortfall or delay within the periods specified hereinabove results in all claims linked with the transport service against the Seller being void. In addition, the Buyer shall be liable to the Seller if, due to the Buyer's negligence, in particular, the delay in checking the consignment condition by the Buyer, the Seller is unable to make claims against the carrier or the carrier's liability is limited for that reason. The Buyer shall reimburse the Seller for any damage arising from or related to such situation.

**33.** The Buyer shall bear the costs of technical acceptance, technical inspection, and the notifications referred to in items 30-32.

**34.** The Seller shall only be responsible for the damages caused by intentional fault and only for the actual damage incurred by the Buyer. The civil liability of the Seller for the defective performance of the concluded agreements shall be

limited to the amount of PLN 10 000 (in words: ten thousand Polish zlotys). The responsibility is excluded if the damage was caused by the Buyer's action or omission (in particular misleading, fraud, or not exercising due diligence).

**35.** The Seller shall not be responsible for the circumstance arising from the fortuitous events, such as, in particular, natural catastrophes, strikes, road accidents, all actions and omissions of public administration, and all and any other unforeseeable events, the consequences of which could not be prevented when the due diligence had been exercised, which shall be considered as a force majeure.

**36.** The Seller may demand compensation higher than the due contractual penalties from the Buyer if the damage exceeds the amount of contractual penalties paid.

**37.** The expiry period of the products being the scope hereof depends on their intended application and typically ranges between 9-12 months, depending on the product. The expiry period is provided each time upon the Buyer's request.

**38.** The products which had been used are not covered by the guarantee and statutory warranty. The used products are the ones in open packaging or with torn off safety seal.

**39.** If a defect is found, the Buyer shall notify this to the Seller within 7 (seven) days as of finding the defect.

**40.** The Seller shall not be responsible for the damages arising from inappropriately used product or from using it for other purposes than its intended use, in particular using the product contrary to manufacturer's recommendations.

**41.** As part of the warranty, the Seller shall rectify the faults within 2 (two) months as of the date of being notified by the Buyer. If the Seller fails to rectify the defect, the Buyer may determine additional period of 14 (fourteen) working days, after which the Buyer may demand the product to be replaced or the price reduced by the amount equal to the difference in the value between a faultless and faulty product. As part of the complaint procedure, a correction of the product may be done by adding the adequate elements which ensure further faultless use of the product. The Seller shall bear the costs of correcting the product.

**42.** The above provisions regarding the guarantee fully cover the issue of the Seller's responsibility in this scope. At the same time, the Seller's statutory warranty responsibility is excluded.

**43.** The ownership of the goods shall be passed on the Buyer after he pays the entire due amount for the delivered goods, along with the amounts arising from the concluded agreement and in relation with carried out deliveries.

**44.** Without the Seller's written consent, the Buyer shall not transfer his claims against the Seller onto the third parties.

**45.** The Buyer shall not burden in any way the goods, in which title is retained, with the third-party rights. If the goods are seized, the Buyer shall immediately

notify the transferor, the transferee and the Seller of such seizure.

**46.** Combining or including the goods with the retention of the Seller's title to another item shall not cause the ownership to expire. The Seller acquires the share in the ownership of the item made up as a result of combining and inclusion.

**47.** The place of performing the service shall be the Seller's registered office.

**48.** To all matters not settled herein, the provisions of the generally binding Polish law shall apply.

**49.** The Parties shall refer any disputes arising from this agreement to be settled by the court of competent jurisdiction for the Seller's registered office.

**50.** In the event of invalidity of certain Terms and Conditions contained herein or the sales agreements concluded on the basis thereof, the validity of the remaining arrangements shall not be affected, unless such invalidity applies to the essential provisions of the agreement or it may be assumed from the content of the agreement or from one party's intention, evident to another party, that the agreement would not have been concluded without such invalid provisions.

**51.** The invalid provisions shall be replaced with such valid and effective provisions which shall be as close as possible to the invalid provisions in terms of their economic and financial results as well as to the intention of the Parties.