

GENERAL TERMS OF SALE applicable for ODLEWNIA RAWICZ Sp.z.o.o. located in Rawicz

## §1 SCOPE OF THE TERMS

1. The hereby GENERAL CONDITIONS OF SALE (hereafter GCS) are the general terms of agreements within the meaning of Article 384 of the Civil Code and in this respect they state and regulate the conditions and principles of entering, validity and performance of the sale agreements existing in the company ODLEWNIA RAWICZ Sp.z.o.o. called hereafter „ODLEWNIA” or alternatively „SELLER”, in respect to sales of goods which are the subject of statutory business activity of ODLEWNIA and in this respect the above covered by the trade offer of ODLEWNIA, called hereafter "goods."

2. The provisions of GCS in each case form an integral part of sales agreements of goods concluded by the SELLER which are the statutory business activity of ODLEWNIA unless the PARTIES decide otherwise under explicit written arrangements. According to the above, all changes and/or additional arrangements, supplements, exclusions, suspension of the hereby provisions of GCS require prior and written approval of both PARTIES under pain of invalidity.

3. In the case of consumer sales the provisions of GCS are applicable only in the range that and only in such case categories resulting and/or connected with concluding or the performance of a sale agreements in which absolutely applicable provisions of law do not include different regulations. According to the above mentioned, if any of the provisions of GCS is or will be invalid or ineffective, they will not violate the power of other current provisions of GCS. In such a case in the place of the invalid or ineffective provision of GCS to the rights and obligations of the consumer agreement of Parties the absolutely applicable laws shall directly or appropriately apply to such an extent in which the sale is regulated by adequate, appropriate legal provisions. In other aspects it does not violate the power of the rest of the current provisions of GCS.

## § 2 CONCLUDING THE AGREEMENT

1. On GCS conditions and principles stated above the SELLER commits to enable the BUYER to buy goods covered by the sale agreement of the SELLER and the BUYER commits to their prompt takeover of goods and payment, on the agreed date and fixed sale price.

2.1 The condition for concluding the agreement is placing an order of goods by the BUYER and confirming the acceptance of the order for execution by the SELLER.

2.2 The SELLER each time is entitled to refuse confirmation of accepting the order for execution and/or to stop or refuse the execution of the order previously confirmed, each time, in cases, on the conditions and principles stated in the hereby GCS.

3. The goods included in the sale offer of the SELLER are divided into the following assortments : goods in permanent sale with a date of execution up to 30 working days counting from the day of placing the order, individually ordered goods with a date of execution separately determined for each order.

4.1 The SELLER each time places a written order to the SELLER signed and stamped by a person authorised to make statements and incur liabilities in the name and on the behalf of the SELLER specifying at least : the exact name and address of the BUYER, a detailed specification of the ordered goods (assortment), their quantity, quality, postulated date and place of receipt / delivery of goods, the agreed by the SELLER price, form and term of payment in case of prior arrangement under a separate

written offer of the SELLER submitted to the BUYER, referred to in point 7.1 below.

4.2 In a case when the person placing the order is a legal entity or an organizational unit without legal personality, the order should also state the individual representing the person placing the order in all current matters resulting from and/or connected with the conclusion and execution of the sale agreement and in particular supplements, limitations, claims, changes or other modifications of the order, negotiations of price of goods and/or negotiations of conditions of delivery, receiving goods, reporting complaints, signing documents, including receipt and signing of VAT invoices.

In the above respect in the absence of different written claims in the order content, it is presumed that the person indicated in the order is authorised to act in the name and on the behalf of the SELLER in each category of matters resulting from and/or connected with the conclusion and performance of the sale agreement.

5.1 The condition for concluding the sale agreement is the SELLER'S confirmation of acceptance of the order for execution.

5.2 The conclusion of the sale agreement by confirming the acceptance of the order for execution takes place through the confirmation of the SELLER within a period not exceeding :

a) for permanently sold goods : 14 working days from the date of receiving the order

b) for goods ordered individually : 30 working days from the date of receiving the order.

5.3 For periods referred to in point 5.2 above, the day of receiving the order by the SELLER is not included.

5.4 Lack of confirmation of receiving the order for execution in the periods mentioned in point 5.2 above means the refusal of accepting the order for execution by the SELLER, unless before the expiry of the periods referred to in point 5.2 above the SELLER has already proceeded to execute the order.

5.5 The SELLER confirms the acceptance of the order for execution in a written form ( a fax or e-mail is acceptable) subject to the provisions of point 5.7 below, in the confirmation of the order the SELLER in particular states the assortment of goods, their quantity, time and place of receipt/delivery, form and terms of payment. The SELLER sends the confirmation of receiving the order for execution along with the GCS text to the person placing the order or the person authorised in the understanding of point 4.2 above.

5.6 Subject to the provisions of point 5.7 below, the sale agreement is considered to be concluded on the date on which the SELLER received the SELLER'S statement confirming the acceptance of the order for execution along with the GCS text on the date when the SELLER proceeds to the execution of the agreement.

5.7 If the execution of the placed order is not possible, in particular in relation to the assortment of goods included in the order and/or its quantity, quality or the suggested date and/or place of receipt/delivery, in the order confirmation the SELLER shall show a possible way and/or the earliest possible date of the execution of the order. Such an established way and/or date of the execution of the order is binding for both parties on condition that the BUYER does not resign in writing from the placed order the latest on the first day counting from the date of the confirmation.

6. The SELLER reserves the right to a partial execution of the placed order while defining the date of delivery of the remaining lot of ordered goods.

7.1 The price of goods is each time estimated on the basis of the SELLER'S price list from the day of issuing the invoice or a separate written SELLER'S offer placed to the BUYER. The SELLER reserves the right to give discounts and organise special offers connected with the sales of goods at his own discretion.

8. Unless agreed otherwise by the parties, the goods shall be collected by the BUYER from the SELLER'S warehouse indicated in the confirmation of the order on the principles and conditions stated in § 3 point 1 p-point I - " deliveries from the SELLER'S warehouse".

Such arrangements require a written form at all times. Lack of indication of the warehouse means that the collecting of goods by the BUYER takes place at the place of receiving the order by ODLEWNIA.

### §3 TYPES AND CONDITIONS OF DELIVERIES

#### 1. Types of deliveries :

##### I. Deliveries from the SELLER'S warehouse :

- a) the SELLER delivers the goods to the BUYER'S means of transport at the place of the warehouses according to the conditions included in the confirmation of the order,
- b) the SELLER organises and covers the costs of loading the goods onto the BUYER'S means of transport,
- c) all the remaining costs connected with the transport are covered by the BUYER,
- d) the release of goods takes place at the moment of loading the goods onto the BUYER'S means of transport.

##### II. Franco supplies – transport costs paid to the place of destination :

- a) delivery takes place according to the confirmed date of delivery to the place of destination stated in the invoice,
- b) the SELLER commits to deliver the goods to the BUYER through a carrier and to enter a contract of carriage and pay the costs of loading and transport to the place of destination, indicated in the order,
- c) the remaining costs, including the costs of unloading and possible costs of downtime of means of transport connected with receipt and/or unloading of goods are covered by the BUYER,
- d) the execution of the contract by the SELLER takes place at the moment of releasing the goods to the carrier. The delivery of goods according to franco conditions is executed when the agreed trading conditions take into account such a mode of execution of the agreement.

III. In transit transactions (that is deliveries which take place without the SELLER'S warehouse/storage) the principle that applies is that the delivery dates are met if the goods leave the producer's company in such a time that during regular time of transport they would reach the recipient on the appropriate date.

2. The BUYER is obliged to collect the ordered goods at the place and time established as the date of receipt/delivery. In the event that the BUYER fails to comply with this responsibility, the BUYER is obliged to pay for the storage of the ordered goods on the basis of the received invoice according to the rates for storing valid at the SELLER'S company's organisational unit executing the order, according to the date of payment given in the invoice.

3.1 In the event that the agreed conditions of executing the order include the delivery of goods to the place of destination by the SELLER'S means of transport indicated in the order and/or other entities means of transport whom he entrusted the transport service to, the transport is always calculated for a full cargo. In this regard the SELLER reserves the right for the full use of loading of the means of transport each time and the BUYER is committed to order the goods in quantities equal to the loading capacity of the means of transport used by the SELLER for executing the order.

3.2 In the case when the agreed conditions of executing the order include the delivery of goods to the place of destination indicated in the order by the SELLER'S means of transport and/or other entities means of transport whom he entrusted the transport service to, the SELLER shall add to the invoice the amount due for the transport service according to the rates for the transport valid at the SELLER'S company's organisational unit executing the order. The SELLER is obliged to pay for the transport of goods on the basis of the received invoice, according to the date of payment indicated in the invoice.

4.1 Unless the parties decide otherwise by separate arrangements, each time the costs of unloading and/or other possible costs connected with the receipt of goods are covered by the BUYER. Such arrangements each time require a written form.

4.2 In the event that the agreed conditions of executing the order include the delivery of goods to the place of destination indicated in the order by the SELLER'S means of transport and/or other entities means of transport whom he entrusted the transport service to, the goods should be unloaded by the BUYER immediately, that is the latest within two hours from the arrival of the means of transport at the place of destination. In the event that the BUYER does not unload the goods in the determined time he shall cover the costs of downtime of the means of transport. The time of waiting for the unloading shall be calculated additionally according to the rates of the transport valid at the SELLER'S company's

organisational unit executing the order. The BUYER is obliged to make a full payment for the time of waiting for the unloading on the basis of the received invoice, according to the date of payment given in the invoice.

4.3 The BUYER is responsible for all damage related to the delay of the unloading and/or receipt of goods, downtime and/or immobilisation of the means of transport used by the SELLER for executing the orders. The SELLER reserves the right to immediately stop the execution of the all supplies until the obligations mentioned in point 2.-4.3 above are fulfilled by the BUYER.

5. In the event that the agreed the agreed conditions of executing the order include the delivery of goods to the place of destination indicated in the order by the SELLER'S means of transport and/or other entities means of transport whom he entrusted the transport service to, the BUYER is obliged to ensure that the person authorised within the meaning of §2 point 4.2 is present on the agreed date of receipt of goods at the indicated palce. In the event of absence of the authorised person the SELLER has the right to release the goods to the person who commits himself to receive the goods on his behalf. In such an event the BUYER is burdened withh all the economic and legal consequences and/or risks connected with the release of goods.

6. In the event that the SELLER'S employees and/or entities whom he entrusted the transport service to, help the BUYER with unloading, relatively storing of materials, each time act at the risk of the BUYER and not as the SELLER'S help.

7. The conditions of the agreement in the event of delays concerning the receipt of casts :

7.1 The receipient is obliged to collect the placed order of casts on the agreed date.

7.2 In the event of delay in collecting the ordered casts the Contractor has the right to charge additional fees covering the cost of their storage in the following amounts :

- 50 PLN for each started week of delay for the size of one EURO pallet
- 40 PLN for each week of delay for the size of more than one EURO pallet
- when it comes to large-scale castings exceeding the surface of three EURO pallets 300 PLN for each started week of delay.

7.3 In the event of not collecting ordered casts within 4 weeks, the Contractor has the right to send the casts to the address of the Receipient at his expense and to issue a VAT invoice without confirmation and without an earlier notice.

#### §4 COMPLAINTS

1. The BUYER is obligated to confirm the receipt of goods and carefully check their condition (quantity and quality receipt) immediately on the day of receival, with care.

2.1. All quantity shoratges concerning all goods unpacked in collective packaging and/or the number of collective packaging should be reported by the person authorised within the understanding of §2 point 4.2 on the day of receipt/delivery of goods in a written form under pain of nullity.

In the report the BUYER should state the quantity discrepancies, referring to the number of the order on the basis of which the delivery was executed.

2.2. Complaints concerning the quantity shortages of goods in collective packaging must be reported by the authorised person within the understanding of §2 point 4.2 within a period not exceeding 7 days from the day of receipt/delivery of goods, in a written form under pain of nullity, with the attached documentation of purchase. In the report the BUYER should state the quantity discrepancies referring to the number of the order on the basis of which the delivery was executed.

2.3 In the event when the delivery takes place with the participation of the carrier, all losses (quantity shortages) of goods must be stated in a form of a complaint protocol made on the day of receipt/delivery of goods by the person authorised within the understanding of §2 point 4.2 and by the driver who provided transport service. In the case of quantity shortages the protocol must indicate the discrepancies between the goods delivered and the Stock Issue Confirmation documentation and the delivery note.

2.4. Quantity complaints and/or those relating to mechanical damages of goods should be reported by

the person authorised within the understanding of §2 point 4.2 to the address of the registered office executing the order of the organizational unit of the SELLER'S company.

3.1. The persons signed within the understanding of §2 point 4.2 the Stock Issue Confirmation documentation and/or the delivery note without an additional note, provide for the SELLER proof of acceptance of a given batch of goods without any quantity reservations and/or damages.

3.2. In the event that the agreed conditions of executing the order include the receipt of goods from the SELLER'S warehouses by means of transport of the BUYER , the SELLER is not responsible for the quantity shortages and/or damages of goods resulting from inappropriate loading, transport, unloading and/or storing of goods by the BUYER.

4.1. Quantity complaints and/or complaints concerning the mechanical damages of goods shall be considered by the SELLER in a possibly short time, not exceeding 14 working days from the date of delivering the complaints.

4.2. In the event of admitting a quantity complaint and /or a complaint concerning the mechanical damage of goods by the SELLER , the missing quantities shall be added and/or the exchange of the damaged goods shall take place within a period of time agreed upon by the representatives of the SELLER and the BUYER.

4.3. The dates mentioned in point 4.1., 4.2. do not include the day of delivering the complaint and the day of admitting the complaint.

5. Making complaints does not release the BUYER from the obligation of paying the price on the agreed date.

6. Except as provided in point 7.3. below, in relation to goods covered by the customer's warranty the Producer is liable under the warranty for the goods delivered by the Seller . The SELLER shall directly solve all the issues connected with and/or resulting from making the complaint with the Producer, in a procedure, on the conditions and principles defined in the Producer's warranty document. On the basis of a prior BUYER'S request included in the order the SELLER shall give the BUYER the Producer's warranty documents not later than with the invoice for the given goods; in the above respect the warranty documents shall be the integral part of the receipt of the goods covered by the order.

7.1. Except as provided in point 7.3. below, purchased goods are not refundable for reasons other than those mentioned in point 4.1.,4.2. (above)

7.2. Except as provided in point 7.3. below, the SELLER will not be responsible for the warranty in case of faulty products (Article 558 of the Civil Code).

7.3. In case of consumer sale , the provisions of the Regulation of 27.07.2002 on special consumer sale and on the change of the Civil Code (Journal of Laws of 2002 No.141 item 1176) and/or other valid legal regulations in the above mentioned matters apply to the parties' rights and obligations.

## §5 TERMS OF PAYMENT

1.1. A VAT invoice will be issued by the SELLER no later than within 7 days from the date of releasing goods to the BUYER. Payment of sums due for executing the order in full or in part by the SELLER should take place without any deductions, each time on the date stated in the invoice, whereby this date is always counted from the date of issuing the VAT invoice by the SELLER.

1.2. The BUYER is obligated to timely settle all payables to the SELLER for the purchased goods according to the payments deadlines each time as indicated on the invoice.

2.1. Unless the parties decide otherwise, the invoices issued by the SELLER are to be paid in cash.

2.2. In the event when the agreed conditions of sale include making payments by bank transfer , the date of payment is the date of receiving the money into the bank account of the SELLER.

3.1. Delay of payment of amounts due for the delivered goods stated in the VAT invoice authorise the SELLER to calculate statutory interest for each day of delay and the right to immediately stop or refuse the execution of all further deliveries of goods, including the right to refuse confirming the acceptance of an order for execution and/or stop or refuse the execution of already confirmed orders till the moment of paying all the amounts due in full along with the statutory interests counting from the due date to the

date of payment.

3.2. Not excluding the rights mentioned in point 3.1. above, the delay of payment of over 14 days from the agreed payment date of the amounts due for the delivered goods stated on the invoice authorises the SELLER to withdraw from the agreement without giving the BUYER an additional deadline.

4. The SELLER is not responsible for damages caused on the side of the BUYER due to the refusal of confirming the acceptance of the order for execution and/or delay, stopping or refusing the execution of already confirmed orders as stated in the above points.

## §6 RESERVATION OF PROPERTY RIGHTS

1. In the case of selling goods in a system of deferred payments, the SELLER reserves the right to property of goods delivered in the execution of agreements covered by the hereby GCS till the time of full payment of all sale prices by the BUYER. Further resale, use, treatment, combination, reduction ( of values, quantities, quality) of delivered goods can take place only when the BUYER pays all the sale prices due in full. The BUYER is not authorised to pledge and/or present delivered goods as collateral in executing the sale agreements included in the hereby GCS for which the BUYER did not pay the SELLER the entire sale price due.

2. In each case of delay in payment of the sale price due for the delivered goods in the execution of sale agreements covered by the hereby GCS, the SELLER has the right to demand the return of taken and not paid goods. In such a case the BUYER is obligated to return all the unpaid goods at his own cost and risk on the date indicated in the SELLER'S written request; as stated hereinabove the return of goods includes loading, transport and unloading in the place and at the time indicated by the SELLER.

3. In the case of the sale of goods which then form a smaller whole or are developed the SELLER's property rights are retained in the part proportionally corresponding to the value of the sold goods.

4. The BUYER is obliged to immediately inform the SELLER not later than within 2 working days about all the factual and legal incidents and/or actions of third parties that can have an influence (directly or indirectly) on the performance of the SELLER'S obligations in terms of timely payment of the agreed due price and other payments due resulting from the executed sale agreements, including seizure of rights or the possibility of seizure of rights and any other form of violation of rights by third persons.

## § 7 SALE IN DEFERRED SYSTEM PAYMENTS/ TRADE CREDIT

Sale of goods in deferred system payments under the trade credit limit granted to the BUYER takes place each time on the conditions and principles agreed upon by both parties under an additional agreement defining in particular the trade credit limit amount , term of payment , type, conditions and principles of the SELLER'S proof of debt from the sale of goods in deferred system payments under the trade credit limit granted to the BUYER and in particular security for the deferred payment for the price of goods and/or other amounts due resulting from the purchase of goods from the SELLER'S company and all connected incidental services. As stated hereinabove, each time all possible costs and fees including regulatory liabilities connected with establishing agreed collaterals and satisfying SELLER'S claims are covered by the BUYER , whereas the sale and execution of goods deliveries in deferred system payments under the trade credit limit granted to the BUYER takes place no earlier than after an effective legal SELLER'S proof of debt is agreed by both parties due to the granted trade credit , within dates, in a way and on the principles agreed by both parties under the additional agreement.

In case of not establishing an agreed upon ,effective legal SELLER'S proof of debt within dates, in a way and on the principles agreed by both parties under the additional agreement, the SELLER at all times has the right to withdraw from such an agreement with immediate effect without bearing any financial costs by the SELLER.

## § 8 FORCE MAJEURE

1. Force majeure and or other circumstances independent of the SELLER or his suppliers, authorise the SELLER to fully stop deliveries or shift the delivery in terms of and for the period of time of the resulting obstacles. The SELLER is not liable for the damages on the side of the the BUYER as a result of the the delay or the stop of delivery due to the above mentioned reasons.
2. By the concept of force majeure the parties will understand the incidents which are independent of the will of the parties and which were external to both parties.
3. If the circumstances of force majeure will last longer than 14 days , the Parties will make decisions concerning the possibilities of further continuation of the agreement . In the event of making a decision to terminate the agreement, the termination of the agreement shall take place without bearing any financial consequences subject to the BUYER'S payment of the amounts due for the delivered and received goods and other amounts due resulting from the executed sale agreements.

## § 9 FINAL PROVISIONS

1. The SELLER is not responsible for the BUYER'S misinterpretation and incorrect interpretation of the information and/or technical data which is included in the catalogues, brochures and other information materials of the SELLER and/or producers of goods included in the SELLER'S trade offer.
2. Suggestions, advice and indications other than those included in the SELLER'S catalogues, brochures and other information materials and/or producers of goods included in the SELLER'S trade offer, will be used by the BUYER at his own risk.
3. The SELLER is not responsible for the design and executive faults of third persons.
4. In each case when due to non-fulfillment or improper performance of obligations resulting from and/or connected with the execution of sale agreements included in the hereby GCS the SELLER'S liability for damages arises to the BUYER. The SELLER is only responsible for the BUYER'S actual and documented loss, except for the lost benefits.
5. Without a written, under pain of nullity, prior consent of the SELLER, the BUYER is not authorised to fully or partially transfer the rights and obligations resulting from and/or connected with the execution of the sale agreements covered by the hereby GCS to third persons, under pain of the SELLER'S ineffectiveness.
6. If any provision of the GCS is or will be invalid or ineffective, this does not violate the other provisions of GCS. In such an event in the place of the invalid and ineffective provision of GCS relevant, mandatory applicable legal provisions shall directly or appropriately apply to the rights and obligations of the Parties of the sale agreement.
7. The applicable law in each category of matters resulting from and/or connected with entering and executing sale agreements covered by the hereby GCS is the law of the Republic of Poland.
8. In matters not regulated by the provisions of GCS to the rights and obligations of both Parties sale agreements applicable regulations of the Civil Code shall apply and/or other mandatory law provisions.
9. All possible disputes and/or claims that may occur between the Parties in each category of matters resulting from and /or connected with the execution of the sale agreements covered by the hereby GCS to third persons, in particular resulting from and/or connected with the making, content, validity, termination, annulment and/or execution of obligations resulting from the sale agreements, will be resolved by common courts of subject matter jurisdiction, in the registered office of ODLEWNIA's place of jurisdiction.

