



GENERAL TERMS AND CONDITIONS OF SALE OF PRODUCTS BY EUROPA SYSTEMS SP. Z O.O.

1. SCOPE

1. These provisions determine terms and conditions of sale of Products binding for Europa Systems Sp. z o.o. (hereinafter referred to as ES) and for the Counterparty, unless the specific agreement or order concluded between the parties stipulates otherwise. In such a case, different detailed provisions shall have the priority before these Terms and Conditions and shall apply to the extent to which they supplement provisions of the detailed agreement and are not contrary to such provisions.

2. Within the meaning of these Terms and Conditions, the Product constitutes a separate internal transport system as a whole (ITS), designed and executed on commission from a specific counterparty, as well as designs, technical subassemblies and parts used to construct and install the internal transport systems, offered for sale by ES.

3. These Terms and Conditions are available from the ES's online service, and a reference to them has been included in ES's commercial offer. Other terms and conditions of sale shall not be binding for ES, unless accepted by ES in the written form.

2. ACCEPTANCE OF OBLIGATIONS

1. ES's obligations towards the Counterparty arise exclusively on the basis of a written agreement or a written statement by ES concerning the acceptance of the Order to the extent specified in that statement.

2. The commercial information, such as: request for quotation, catalogue, advertisement originating from ES does not constitute an offer within the meaning of Article 66 of the Civil Code and shall not be binding for ES.

3. PRICE

1. The price which the Counterparty is obliged to pay to ES shall be paid by bank transfer to ES's bank account stated on the invoice issued by ES.

2. The Counterparty may not withhold or deduct any amounts from the price agreed earlier without the written consent of ES.

3. Unless parties agreed otherwise, the price is quoted ex works Zabow k. Pyrzyce (ES's plant) and does not contain the costs of transport and delivery insurance.

4. Any costs which might arise during the execution of the order, e.g. costs of repacking, reloading, insurance, bank charges, and other charges and taxes payable during the execution of the order shall be paid by the Counterparty, unless the parties agreed otherwise.

5. ES has the right to change the Price in the case where the Counterparty has changed the terms of order after acceptance of the obligation mentioned in paragraph 2.1 (e.g. change of specifications, delivery dates, delivery destination, etc.).

6. The Price indicated is a net Price in Polish zloty, whereas the Parties may agree the Price in EUR.

4. TERMS OF PAYMENT

1. Unless the parties agree otherwise, the payment shall be made by bank transfer to ES's bank account within 14 days of the issuance of the invoice.

2. The date of payment is the date of ES's bank account being credited with the amount arising from the invoice.

3. In the case of a delay in the payment by the Counterparty, ES reserves the right to suspend deliveries or provisions of the service until the obstacle affecting the implementation of the agreed performance has been eliminated.

5. DELIVERY, ASSEMBLY

1. The Product shall be deemed delivered to the Counterparty after it has been placed at its disposal in the agreed location - in accordance with the provisions of the obligation mentioned in paragraph 2.1. The basis for acceptance is the "bill of lading" signed by the Counterparty, or the "delivery and acceptance report" signed by both parties.

2. The Counterparty shall collect products immediately after the possible date of delivery has been announced, inspect the products after their acceptance and immediately (within 7 days) notify ES, the carrier or the freight forwarder about the possible defects or deficiencies.

3. The danger of loss of or damage to products shall be transferred to the Counterparty at the moment of its delivery to the Counterparty. If the products are not collected by the Counterparty within the agreed deadline, the danger of loss or damage shall be transferred to the Counterparty at the moment at which it had the opportunity to have the products at its disposal.

4. If the Counterparty fails to specify otherwise in writing, products shall be delivered at the Counterparty's cost by a forwarding company indicated by ES. The delivery shall be performed only after the date and place of delivery has been confirmed by the Counterparty and after it has indicated the person authorised to confirm such execution of the delivery.

5. The Counterparty shall be obliged to ensure the unloading of products at the delivery destination point. The costs of unloading and possible damage to products during the unloading shall be incurred by the Counterparty.

6. The execution deadlines adopted in the obligation mentioned in item 2.1 are firm dates. ES shall not be responsible for any delay in the delivery in the case where the Counterparty has not observed the payment deadlines or, if required, the Counterparty has failed to approve the design drawings in writing within 3 business days of receiving them.

7. In the case where products executed by ES for the given Counterparty are not collected within 14 days of the date of ineffective call to collect the products, ES shall issue the relevant VAT invoice, charging the costs of storage to the Counterparty. After the ineffective lapse of 14 days, ES has the right to transform the product in order to sell it (or its components) to another Counterparty. The liability of the original Counterparty shall be reduced by the selling price acquired after the settlement of the storage expenses. In such a situation, the original Counterparty loses the right to question the above settlement.

to blame, the guarantee period shall start no later than 50 days after the delivery of products.

6. GUARANTEE

1. ES shall provide the Counterparties with free-of-charge guarantee for products. The guarantee period shall be 12 months from the date of delivery of products, with the assumption of a one-shift work system, i.e. maximum 2080 working hours per year (whichever takes place first). If it is necessary to draw up the delivery and acceptance report in order to perform the delivery, the guarantee period counts from the date on which the report is signed.

2. In the case where due to the final start-up is delayed for reasons for which ES is not

3. The Contractor shall immediately notify ES of the discovery of defects or faults, however no later than within 3 days of its occurrence (e-mail form is permitted).

4. ES's obligations under the guarantee granted shall cover only defects arising during correct use of products. ES shall not be obliged to provide a guarantee in the case of normal wear and tear of consumable parts and defects arising as a result of changes made in products, or a repair which has been made without the prior written consent of ES. ES shall not be obliged to repair products or provide other services under the guarantee in the case of a defect arising from: incorrect assembly and regulation, exceeding technical parameters, use of incorrect utilities, incorrect operation and maintenance.

5. Pursuant to Article 558 of the Civil Code, provisions concerning the warranty for product defects shall not apply to the sale of products to Counterparties.

7. INDEMNITY

1. In the case where products have been ordered but then collection of products is abandoned, the party withdraws from the order or in any other way ceases to perform the agreement, for which the Counterparty is responsible, ES shall assess a contractual penalty in the amount of 50% of the gross value of part of the order which has not been completed - the penalty shall be payable within 7 days of the date of the written demand. All repayments made by the Counterparty and concerning that order shall be taken on account of the above contractual penalty.

2. ES reserves the right to claim compensation when the actual loss exceeds the contractual calculated in accordance with paragraph 1.

2. The Counterparty becomes the owner of the products when the payment has been made in full.

Until that time, ES may assert all rights arising from the ownership and claim compensation in the case where the products have been damaged, worn or used not in accordance with the agreement.

8. TERMS OF OPERATION

The Counterparty shall use the products as intended, observing the principles of safety at work, and undertakes to observe all provisions and regulations concerning the use of products.

9. FORCE MAJEURE

ES shall not be responsible for any breach of provisions of the order if they have arisen due to force majeure, and in particular: war, fire, accident, strike, transport disruptions, or changes in existing legal regulations.

10. GOVERNING LAW, COURT JURISDICTION

1. The legal relationships with the Counterparty are regulated by provisions of Polish law, and in the case of foreign Counterparties, the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.

2. Two languages, Polish and German, shall be in force, and shall be treated as equivalent.

3. In relation to all disputes which might arise indirectly or directly from these rules, the location- or competence-based jurisdiction of the Polish court relevant for the registered office of ES shall be determined.

11. FINAL PROVISIONS

1. ES represents and Counterparty acknowledges and undertakes to respect that all technical solutions used in products, including at the stage of offer arrangements, constitute the intellectual property of ES and are subject to legal protection.

2. The Parties undertake to maintain confidentiality including all information concerning sale and penalty functioning of ES's and Counterparty's enterprises.

Zabow, 30.05.2016