

General Terms of Sales and Supplies

§ 1 General Rules

1. The General Terms of Sales and Supplies herein (hereinafter referred to as GTS) are applicable for all of the sales agreements concluded by the EFT Sp. z o.o. Spółka Komandytowa [LLC, Limited Partnership], company with a seat in Widziszewo (64-000 Kościan, Poland), ul. Ceramiczna 4, KRS [National Court Registry, KRS No.] 0000619717 (hereinafter referred to as EFT) as the Seller, unless they have been changed in writing, via an agreement concluded by and between EFT and the Buyer.
2. GTS constitute an integral part of all of the purchase agreements and service agreements concluded by EFT acting as a seller, regardless of the form in which the given agreement is concluded.
3. The Parties mutually exclude use of any other agreement frameworks (general agreement conditions, sales conditions, agreement specimens) apart from the GTS herein, including the ones applied by the other Party to the Agreement or by the subcontractor. The Parties may change the provisions of the GTS on the basis of an individual memorandum that needs to be made in writing, otherwise the changes shall be null and void.
4. Changes may be made to the GTS by the Seller solely in writing, otherwise they shall be null and void.
5. GTS shall be available for the other Party at the company's seat, during the office hours, and via the company's website: www.eftgroup.pl
6. GTS define the rules of sales of goods and services by EFT to entrepreneurs or other entities that, however, are not consumers.
7. The Seller hereby declares that he remains in possession of proper commercial liability insurance.
13. The Buyer shall be obliged to examine the Goods within the scope of quantity during the unloading of the Goods, or, in case when the Goods are stored by the Buyer without unpacking, immediately after unpacking, and to inform the Seller about quantitative inconsistencies within 24 hours from recording inconsistencies as such. As quantitative inconsistencies are reported, the Buyer shall provide the Seller with evidence to confirm this circumstance, otherwise he shall lose the right to claims due to quantitative inconsistencies of the Goods. If quantitative inconsistency of the Goods is proven, the Buyer may demand delivery of the missing quantity of the Goods that shall take place at the earliest date mutually arranged by the Parties. The Buyer shall have a right to report quantitative inconsistencies within the period of 1 day from the date of the purchase, after this term expires, the Buyer loses the right to submit a complaint.

§ 2. Agreement Conclusion and Performance

1. Information published via the EFT's website and within the catalogues, pricelists and brochures (including the information on size, weight, shape and colours) do not constitute an offer within the meaning of the Civil Code, and shall be perceived solely as an invitation to place orders.
2. Acceptance of the order placed by the Buyer on the part of EFT shall be the basis for concluding the Agreement. If any change of the EFT's offer be introduced by the Buyer, or if any remarks are introduced in the order by the Buyer, the Agreement shall be concluded only after the Seller confirms acceptance of the amended or annotated order. Lack of confirmation of such order is tantamount to the situation in which the sales agreement is not concluded. The Parties shall exclude any law-regulated silent (implicit) agreement conclusion options. The Agreement shall be deemed as concluded on the date on which EFT confirms the order placed by the Buyer. The delivery term shall begin on the date when the Buyer receives the confirmation of acceptance of the order.
3. Any memorandums, assurances, promises and guarantees made orally by the employees of the Seller, with regards to conclusion of the agreement or submission of the offer, shall not be binding. The communications shall be conducted in writing or electronically.
4. The Seller shall be obliged to prepare delivery of goods in quantity and selection compliant with the data contained in the order submitted by the Buyer and confirmed by the Seller.
5. The Seller shall be obliged to confirm acceptance of the order and define the delivery term, current pricing and other financial conditions, as well as conditions of sales and shipping.
6. After the order is confirmed by the Seller, the Buyer is obliged to receive the products ordered within the term and in line with conditions set forth by the order. In case of delayed order reception caused by the Buyer, the Seller shall reserve a right to charge the cost of storing the goods ordered, in an amount of EUR 15.00 per day of storage per the number of pallets.
7. If the Buyer, once EFT confirms the order, changes the specification, the Seller reserves the right to define a new delivery term, as per capacity available, and, if a need as such emerges, other conditions of the order, and the Seller shall inform the Buyer about this immediately and the new term shall become binding for the Buyer. The Seller shall be obliged to take all steps available, required to perform the order-related work as fast as possible.
8. The Order may be withdrawn solely after the Buyer is allowed to do so by the Seller beforehand. In cases when the order is withdrawn, the Buyer shall cover all of the costs incurred by the Seller, as a result of implementation of that order.
9. If the delivery is being performed in lots and the Seller delays delivery of the given portion of the Order, the Buyer may withdraw from the Agreement within the scope of the remaining deliveries, however, without a right to claim damages emerging due to non-performed deliveries.
10. The right of ownership to the sold products shall remain with the Seller, until the payment is settled in full.
11. The Seller shall reserve a right to withdraw from performance of the order, in case of payment delays or failure to collect the goods by the Buyer occur, with regards to goods that had been manufactured in line with the earlier (previous) order. In case when the payment is overdue, the Seller shall charge delay interest in the trade transactions.
12. In case when the payment due for the goods ordered is settled via an advance payment, the Seller shall be entitled to suspend the delivery if the crediting of the Seller's account is delayed, when compared to the dates arranged. Considering the above, the Buyer shall not be entitled to any claims for damage from this against the Buyer.

§ 3. Qualitative Complaints

1. In case of qualitative non-compliance of the Goods, the EFT's liability under warranty shall be excluded, with the regulations below taken into account.
2. If qualitative defects are recorded in case of the Goods, the Buyer shall be obliged to inform the Seller about this, indicating the specific deficiencies in case of the Goods. The inconsistencies shall be reported via a registered letter or via e-mail, within 3 working days from recording the inconsistencies, otherwise all rights shall be lost. In particular the submission shall have photo documentation enclosed, along with the delivery documents (copy Delivery Note). The complaint shall define the date and lot of the delivery and designation of the faulty Goods.
3. The Seller shall respond to the submission concerning the defects within 14 days upon reception of the report. Within that term, be it necessary, the Buyer shall make it possible for the Seller and for the persons indicated by the seller to inspect and examine the Goods.
Until the moment when response to the complaint is issued, the Buyer shall be obliged to properly secure the subject of the complaint. If a need as such emerges, the Buyer shall make it possible for the Seller to obtain samples for lab testing. The cost of testing shall be covered by the Party responsible for emergence of the faults.
4. The Seller, if the complaint submitted by the Buyer is considered, shall rectify the defects in case of the Goods, and should the above remain impossible, the Seller shall replace the Goods with Goods that are free of defects. The Buyer may request a price reduction or withdraw from the Agreement no sooner than after 14 days from the date when the Seller decides to consider the complaint, if the Seller has failed to rectify the defects or replace the Goods with Goods free of defects over that term. The Seller may, before this term expires, propose price reduction to the Buyer.
5. If the complaint pertaining to relevant defects is considered as valid, especially in case of product incompleteness preventing a correct set up, and in case of relevant inconsistency in comparison with the models that had been approved before, the Seller shall cover the cost of shipping the spare parts to Buyer's seat, and, if a need arises, the cost of overnight stay of the servicing team. In any other case, the Buyer shall cover the cost of shipping with regards to spares and, if a need as such emerges, cost of the overnight stay for the servicing crew of the Seller.
6. If the goods are delivered in batches, the Buyer shall not be entitled to withdraw from the Agreement due to the defective Goods, with regards to the batch that is scheduled for later delivery.
7. If only a certain portion of the goods is faulty, the Buyer's right to withdraw from the Agreement shall be limited to the faulty portion of the Goods.
8. If the Buyer exercises the entitlements listed in section 4, the Buyer shall have no right of claims submitted against the Seller, with regards to rectifying the damage.
9. If the Buyer withdraws from the Agreement due to physical defect of the Goods, or if he requests delivery of faultless goods replacing the faulty Goods, the Buyer may return the faulty goods only after the return date is arranged with the Seller.
10. If, for the purpose of performance of the agreement, the Buyer entrusts the Seller with material or raw material, the Seller shall not bear liability for

defects of the Goods resulting from the properties of the material or raw material.

11. The Seller also shall not bear any liability in circumstances when the defect emerges independently from the actions undertaken by the Seller, particularly as a result of external damage, actions undertaken by the third party, for which the Seller shall not be liable, or as a result of improper set up carried out by the Buyer, with the use of systems different than the ones recommended by the Seller. Then, the Buyer shall cover all costs resulting on the grounds of the complaint submitted.
12. The Seller shall be obliged to rectify the damage resulting on the grounds of non-performance or failure to properly perform the Agreement solely in a situation when the damage emerges as a result of intentional fault of the Seller. The Seller's responsibility emerging on these grounds shall be limited to actual losses incurred by the Buyer, with exclusion of the lost benefits. However, in no case the Seller's liability due to the actual losses incurred by the Buyer shall not exceed the sales net price of the faulty goods, documented by the VAT invoice.
13. The Buyer shall have a right to report qualitative defects within 24 months from the procurement date, and after that term he shall lose the right to submit a complaint.
14. In no case shall the liability of the seller exceed the amount of EUR 250 thousand, subject to the stipulations above.

§ 4. Liability of the Seller

1. If delay occurs in case of the Seller, in delivery of the Goods constituting only a portion of the Goods that shall be delivered by the Seller on the basis of the Agreement, the Buyer may withdraw from the Agreement solely with regards to the portion of the Goods, with regard to which the Seller remains delayed.
2. If the Buyer withdraws from the Agreement on the grounds of the delay, the waiver shall not apply to the part of the agreement that has already been performed.
3. Unless the Parties agreed otherwise in writing, the risk of accidental loss or damage occurring to the Goods shall be transferred to the Buyer, once the Goods are received by the person authorized to collect the Goods by the Buyer, including the forwarder or the carrier (if shipping is being handled by the Buyer). All loading costs at EFT's premises shall be covered by EFT. The Buyer shall be liable for proper loading of the Goods at the Seller's warehouse, in case of a delivery carried out with the means of transport belonging to the Buyer or Parties indicated by the Buyer.

§ 5. Force Majeure

1. The Parties shall not be responsible for non-performance or undue performance of the Agreement, if this is a result of force majeure.
2. Emergence of Force Majeure relieves the Party that remains under its influence from delivering or collecting the goods, during the term of duration of the obstacle.
3. If Force Majeure circumstances emerge, the Party affected shall be obliged to inform the other Party about that fact immediately.
4. External events that cannot be predicted by the Parties in any way are considered to be force majeure, this includes, in particular, war or natural disasters and events that make it impossible to perform the sales Agreement-stipulated delivery or collection of Goods.

§ 6. Terms of Payment

1. The Buyer shall be obliged to pay the price for the ordered Goods to the bank account of the Seller, with the number of that account defined by commercial documentation.
2. The Seller shall have a right to suspend performance of the Order in a situation, when information is received about financial problems emerging in case of the Buyer that would make it more probable for payment problems to emerge, or when information is received on insolvency of the Buyer, or when a motion is placed for bankruptcy of the Buyer.
3. If the Buyer delays or defers the payment of the price for the delivered Goods, the Seller may withhold performance of further orders for this Buyer, until the moment when proper payment is made by him.
4. The Buyer shall be obliged to regulate any payment, regardless of whether the goods are bought for him or with an intention of further sales.

§ 7. Guarantee

1. The Seller provides 24 months guarantee concerning the delivered goods to the Buyer, valid from the date of delivery.
2. If the Goods are delivered in batches, then the guarantee term begins on the date when the given batch is delivered to the Buyer.
3. The guarantee can be executed upon the Buyer's submission of a written complaint with the use of a duly filled P.IV.02 form, indicating the defect of the Goods, immediately after the defect is detected, in line with the GTS provisions, especially § 2 and § 3.
4. If faulty goods are replaced or repaired by the Seller, the guarantee period runs anew from the date when the Buyer receives the goods free of defects.
5. Qualitative deviation is permissible for the given batch - up to 1%.
6. The rules for recognition of complaints are applied correspondingly, in case when the faults are exposed by the end customer of the Buyer. The Buyer shall be obliged to inform his customer about the conditions of Seller's liability and guarantee indicated within the GTS herein, and on the complaint rules and entitlements granted to the Party.
7. Within the framework of the Guarantee, the Buyer shall remove the defects of the Goods for which he is liable free of charge, within 14 days from the

date when the faults are recorded and when the guarantee liability is accepted. Replacement of the faulty Goods with Goods free of any faults shall take place at the cost and risk of the Seller.

8. Complaint shall be placed in writing or in an electronic form, via a form available on the website of the Seller. The submitted complaint shall contain definition of the causes of that complaint (description of the fault), indication of the faulty goods (type, place and date of procurement), along with photo documentation. The submission shall make it possible to identify the lot, and thus it shall also have a copy of invoice or bill confirming the purchase enclosed, along with control card referring to the product that is the subject of complaint, that has been enclosed to the Goods by the Seller, on delivery.
9. The Seller shall have a right to control the Goods that is the subject of the complaint. The Buyer shall make it possible for the Seller to inspect the Goods on the date that has been mutually agreed upon.
10. Guarantee does not cover the defects emerging due to circumstances that are not placed within the liability of the Seller, especially due to improper use, mechanical damage, random events, setting up the products with the use of tools different than the ones recommended by the Seller within the product card.

§ 8. Applicable Law and Jurisdiction

1. The GTS Agreement shall be governed by the Polish law.
2. Any disputes that may emerge on the grounds of the Agreement shall be settled by the Polish courts of common law, having jurisdiction over the Seller's seat.

§ 9. Final Provisions

1. The current or future invalidity or unenforceability of any provision of the GTS or provisions introduced later on, or incompleteness of GTS (gap) shall not have an impact on validity of the remaining GTS provisions. In order to replace the invalid or unenforceable provisions, or for the purpose of filling in the gaps, provisions that are corresponding with the GTS content are applied, within the scope envisaged by the law.
2. The Parties shall endeavour to amicably settle the disputes emerging on the grounds of or related to the Sales Agreement. If, in any case, the Parties fail to amicably settle a dispute within 30 days from the date when one of the Parties receives a formal request to settle the dispute, the Parties shall settle the dispute in front of a common court having jurisdiction over the Seller's seat.
3. The contact between the Seller and the Buyer shall be established via exchange of documents and e-mails.