

## **GENERAL TERMS AND CONDITIONS OF SALE 3.0**

(consolidated text, effective from 1 August 2017)

These General Terms and Conditions of Sale, hereinafter referred to as the GTCS, harmonize, regulate and apply to all contracts for the purchase and sale of all goods and services concluded between POLTRONIC S.A. with its headquarters in Wrocław, ul. Opolska 195, entered into the National Court Register under KRS number 0000349566, hereinafter referred to as the SUPPLIER, and any entity (legal person, natural person or organizational unit without legal personality) that is not a consumer and that purchases from the SUPPLIER, hereinafter referred to as the PARTNER.

### **I. GENERAL PROVISIONS**

The GTCS constitute an integral part of every contract concluded between the SUPPLIER and the PARTNER in any form (oral and written contracts, distance contracts and promised agreements).

The GTCS are available at the SUPPLIER's website: [www.poltronic.eu](http://www.poltronic.eu) and in the SUPPLIER's headquarters. It is assumed that all SUPPLIER'S PARTNERS are familiar with the GTCS.

Each derogation from these GTCS requires a written form under the pain of nullity.

The GTCS enter into force on 1 August 2017.

The SUPPLIER reserves the right to make changes to the GTCS. Each change to the GTCS must be marked with the date of this change on the document. When replacing the GTCS with a newer version, the older version becomes invalid.

### **II. PRICES AND PAYMENT**

The prices of goods and services offered by the SUPPLIER are presented in the form of list prices available at the SUPPLIER at the PARTNER's request.

The SUPPLIER sets the prices of goods and services independently.

All prices are net values (without VAT) and are ex-warehouse prices of the SUPPLIER.

The SUPPLIER reserves the right to change the price list, the validity of which is verified by the date included therein. When the new price list is published, the older version becomes invalid.

The price list valid at the time of issuing the VAT invoice is applicable for the Partner.

The payment for the goods is based on a VAT invoice or a pro-forma invoice issued by the SUPPLIER.

The PARTNER makes the payment to the bank account indicated by the SUPPLIER. The date of crediting the SUPPLIER's bank account is considered as the date of making payment.

The SUPPLIER reserves the right to charge the PARTNER with statutory interest for the delay in the payment of the amounts due.

The SUPPLIER informs that for the purposes of debt collection, the SUPPLIER uses entries in the National Debt Register and the services of leading debt collection companies.

The SUPPLIER reserves the right to use any unpaid PARTNER's receivables, for instance resell them to companies or third parties.

The SUPPLIER reserves the right of ownership to the goods until the PARTNER makes the full payment for these goods.

### **III. ORDERS AND DELIVERIES, TRANSPORT**

These GTCS are considered accepted by PARTNER at the time the order is placed at the SUPPLIER.

Orders must be submitted in writing (e-mail, fax, letter). In exceptional situations, an order may be placed by telephone or in person to a SUPPLIER's employee authorized to receive the order from the PARTNER.

Orders received from the PARTNERS are accepted and completed in accordance with the order of receipt by the SUPPLIER.

Apart from the customer's full details, each order placed by the PARTNER should contain: assortment, quantity, planned date of completion, address and place of delivery.

When placing the first order, the PARTNER is obliged to present all the documents necessary to verify the entrepreneur's status: the current entry to the business activity register or the current excerpt from the National Court Register, certificate on assigning the REGON number, decision on assigning the tax identification number NIP.

The PARTNER is required to make a prepayment on the basis of a pro-forma invoice issued by the SUPPLIER for the first three placed orders.

The costs of domestic and foreign transport are included in Annex No. 1 to these GTCS.

The SUPPLIER decides on the form of delivery and the choice of the forwarder.

The SUPPLIER is entitled to refuse to execute the order without giving a reason.

Shipments are completed for delivery in accordance with the sending order.

The standard deadline for completing orders from the SUPPLIER's warehouse is 3 business days from the day of receiving the PARTNER'S order.

The deadline for completing orders depends on the current stocks of the SUPPLIER. If the order cannot be completed in whole or in part, the SUPPLIER will immediately inform the PARTNER about this fact, not later than within 3 days, and will propose a different delivery date, substitute goods or partial completion of the order. The SUPPLIER is not liable for failing to meet the delivery deadline or for completing the delivery in a manner different from the PARTNER's original order for reasons specified in this section.

The SUPPLIER reserves the right to change the agreed dates and conditions of delivery, in particular due to force majeure and other circumstances independent of the SUPPLIER. The PARTNER is not entitled to a claim for damages in connection with an untimely delivery for which the SUPPLIER is not responsible.

If the PARTNER fails to collect the ordered goods, the SUPPLIER is entitled to claim damages in the amount of up to 25% of the value of the ordered and not collected goods, along with the costs of transport incurred by the SUPPLIER.

In the event that the goods delivered to the PARTNER (which is understood as the receipt of the shipment by the PARTNER's employee) do not comply with the order specification, or the order has not been placed or has been placed by an unauthorized person, the PARTNER is obliged to notify the SUPPLIER of this fact not later than on the next working day, under the pain of considering the goods as compliant with the specification or for the goods actually ordered by the PARTNER.

The person who receives the goods from the SUPPLIER's warehouse, is required to have a valid, personal authorization signed by the person authorized to act on behalf of the PARTNER. The PARTNER bears responsibility for the person who holds the authorization issued by the PARTNER until the SUPPLIER receives a written cancellation of this authorization.

The basis for filing possible claims for deficiencies, damage to the shipment and non-compliance of the invoice with the order is a complaint protocol, which has to be drawn up upon the delivery, pursuant to Article 545 of the Civil Code, with the participation of an employee of the shipping company or the refusal to accept the delivery, and an immediate written or email notification sent to the SUPPLIER.

The PARTNER is obliged to write a damage report with the forwarder upon delivery if the packages are damaged. Failure to complete the document with the forwarder may cause that the SUPPLIER rejects the complaint.

The SUPPLIER has the right to reject the complaint reported in this way, after collecting the shipment from the forwarder or after collecting the goods directly from the SUPPLIER's warehouse.

#### **IV. WARRANTY AND GUARANTEE**

As part of the complaint procedure, the PARTNER has the rights arising from the provisions of the Civil Code.

Claims arising from complaints do not constitute grounds for withholding payments for the delivered goods.

The parties exclude the liability of the SUPPLIER for incompliance of the goods with the contract and warranty.

#### **V. COMPLAINTS**

The SUPPLIER provides a full 24-month warranty for physical and legal defects of goods and services.

The goods or their elements which bear signs of improper use or the use contrary to the intended purpose, are not covered by the warranty.

Reporting a manufacturing defect should take place no later than on the 7th day from the date of receipt of the goods by the PARTNER under the pain of losing the rights.

The SUPPLIER undertakes to perform reasonable warranty repairs or, in the event of inability to repair the goods, to replace the defective product with another, equivalent one, at the SUPPLIER's own expense and discretion. Detailed warranty conditions are defined in a separate document constituting an appendix to the GTCS.

After providing the SUPPLIER with the information, the PARTNER sends back the faulty product in protective packaging, with a detailed description of the defect, through the forwarding company indicated by the SUPPLIER. In the event of an unjustified complaint for the goods sent to the SUPPLIER at the SUPPLIER's cost, the SUPPLIER will charge the PARTNER for the costs of transport.

## **VI. RETURNS**

The return of goods can only take place with prior arrangement with the SUPPLIER and after obtaining the SUPPLIER's written acceptance.

The goods returned must be unused, undamaged, free of any defects and must be in the original and undamaged packaging.

The transport of returned goods takes place entirely at the expense of the PARTNER.

## **VII. FINAL PROVISIONS**

Any disputes that may arise in connection with the execution of a commercial agreement, the terms of which are formulated in these GTCS, will be first settled amicably by the parties and, ultimately, by the court of local and material jurisdiction for the SUPPLIER.

If any of the points contained in these GTCS are invalid, other provisions remain fully valid and legally binding.

**DATE:**

01 August 2017

**APPROVED BY:**

Marek Kołodziejcki

President of the Management Board

History of changes to GTCS of Poltronic S.A.:

Version of GTCS Poltronic S.A.	Term
1.0	1 December 2011 – 9 April 2014
2.0	10 April 2014 – 31 July 2017
3.0	01 July 2017 –

ANNEX No. 1 to GTCS 3.0 – TRANSPORT COSTS

Domestic shipments:	
<b>Shipment</b>	<b>PLN net price</b>
Package up to 30 kg	PLN 20
<b>Pallet</b>	
up to 200 kg	PLN 105
up to 400 kg	PLN 115
up to 600 kg	PLN 135
up to 800 kg	PLN 155
up to 1000 kg	PLN 185

Foreign shipments:	
<b>Shipment</b>	<b>EUR net price</b>
Package up to 10 kg	EUR 20
Package up to 30 kg	EUR 40
Pallet	
up to 1000 kg	Calculated individually