

These **General Conditions of Sale** (hereinafter referred to as the "GCS" govern the sale of products and services (hereinafter referred to as "Products") by Sobtrade spółka z ograniczoną odpowiedzialnością with its seat in Warsaw, ul. Jowisza 18, recorded in the business register kept by the District Court for the capital city of Warsaw, 13<sup>th</sup> Commercial Division of the National Court Register, under the following number KRS 0000087063, VAT No. PL 1181620680, hereinafter referred to as the "Seller". The "Buyer" shall mean an enterprise which executes a sales agreement with the Seller on the basis of an Order placed by the Seller on the basis of these GCS.

#### Art. 1 GENERAL PROVISIONS

- The GCS are binding both upon the Seller and the Buyer. Commercial conditions presented by the Buyer are not binding upon the Seller unless the Seller has explicitly confirmed the application thereof. If the Seller and the Buyer execute a separate written Agreement, then, in the event of discrepancies between the GCS and the Agreement, the provisions of the Agreement shall prevail.
- The GCS shall be communicated and accepted by the Buyer at the latest on the order placement date ("Order") and be binding upon the Buyer as of the Order placement or the execution of a Sales Agreement or a Cooperation Agreement, including both single and framework agreements, concerning the sale of Products by the Seller and referring to these GCS.
- The GCS are also available at the web site: [www.sobtrade.net](http://www.sobtrade.net).
- If the Buyer maintains permanent commercial relations with the Seller and accepts the GCS with regard to the first Order, these GCS shall be deemed accepted in relation to another sales agreement until they are changed or cancelled.
- No information delivered by the Seller**, in any form, including, in particular, offers, leaflets, announcements, advertisements and price lists, shall constitute an offer within the meaning of the Civil Code and be binding upon the Seller. Such information shall constitute only an invitation to execute an Agreement or place an Order. Any information, whether coming from the Seller or any of its business contacts, concerning weight, dimensions, capacity, volume, technical data in the catalogue, description, brochure, advertisement, illustration, drawing, etc. shall be considered as approximate and shall be binding only if it is explicitly specified in the offer and/or Order confirmation. The Buyer's detailed requirements shall be binding only to such an extent to which they have been confirmed by the Seller in writing.
- Drawings and descriptions.** All drawings and technical documentation delivered to the Buyer shall be owned by the Seller and returned on demand. Drawings, technical documentation and other technical information shall be neither used without the Seller's consent for any other purpose except for their delivery nor copied, reproduced or delivered to a third person without the Seller's consent.
- A current price list** of Products offered by the Seller shall be presented to the Buyer in writing before the Agreement signing date or before the Order placement date. The price list shall constitute an integral part of the Agreement. The Seller reserves the right to adjust agreed prices to changes resulting from foreign exchange rate fluctuations, the growth of material prices, government interventions or other circumstances being beyond the Seller's control and contributing to the growth of the cost of the performance of the Buyer's Order.
- The Seller's **selling price** shall be given net and increased by VAT at a currently applicable tax rate.
- If the parties communicate by electronic mail, all emails shall be sent with **reverse email receipt confirmation**.
- The Agreements to be executed by the Parties shall not be governed by Art. 68<sup>2</sup> of the Civil Code unless the Parties agree otherwise in writing.

#### Art. 2 ORDERS

A written Order placed by the Buyer shall be equal to the Buyer's offer to execute a Sales Agreement with the Seller.

- Order placement.** Orders may be placed only in writing:
  - by mail to the Seller's address: ul. XXX-lecia PRL 4g, 07-132 Ostrówiek;
  - by fax to +48 25 675 55 36;
  - by email to the email address specified by the Seller, including an electronic Order form if the Seller provides such a form in its web site: <http://www.sobtrade.net/>.
- Orders shall include:**
  - the Buyer's data: business name, legal status, address, telephone and fax numbers, VAT No. (NIP), full name of a person placing an Order on the Buyer's behalf;
  - the specification of Products ordered: names and quantities, as well as indexes used by the Seller to mark Products and the price of a Product ordered, as given by the Seller in its price list delivered to the Buyer or in the Seller's offer;
  - Product collection due date and place;
  - a legible signature of the Buyer or a person placing an order that has been duly authorised by the Buyer.
- In the event of permanent cooperation with the Buyer, in particular cooperation consisting in the continuous sale of Products, Orders do not need to specify the exact Product price, but may refer to current selling prices of Products as applied by the Seller and prior presented to the Buyer.
- If the Product collection due date is not defined, the Buyer shall collect the Product immediately upon the receipt of the Seller's notice on such a possibility.
- Costs of transport, insurance and non-standard package shall be paid by the Buyer, unless the parties agree otherwise.
- Orders placed after 13:00 of a given day shall be considered as Orders placed on the first business day following their actual placement date.
- Order confirmation**
  - An offer to buy shall not be deemed accepted until the Seller **confirms in writing that the Order will be fulfilled**. Only after the Order is confirmed, shall the Agreement be deemed executed.
  - As a rule, the Seller shall confirm the Order by electronic mail, fax or post (to the email address, fax number or correspondence address specified in the Order). The Seller shall give its internal Order number in the confirmation.
- The Buyer may **cancel** (withdraw) an Order only subject to the Seller's consent to be delivered electronically or in writing. The Buyer that withdraws its order shall, at the Seller's discretion, pay the Seller:
  - a contractual penalty of 25% of the net value of the Order for Products sold in accordance with the standard price list or 100% of the net value of the Order for Products sold on the basis of special offers;
  - plus special costs, if any, incurred by the Seller in relation to the performance of a given Order.
- The Seller shall have the right to **refuse to accept an Order**, in particular, if:
  - an Order does not exceed EUR 100,00 (one hundred EUR); in such a case, to accept the Order, the Seller may charge the Buyer with a manipulation cost of EUR 15,00 (fifteen EUR);
  - the Buyer delays with a payment of any of its financial liabilities due to the Seller or the Buyer violates any of its obligations towards the Seller under agreements earlier executed between the parties;
  - the Seller becomes aware of the Buyer's poor financial standing.

#### Art. 3 DELIVERY AND COLLECTION OF PRODUCTS

- Products shall be delivered within a time limit defined by the Seller in the Order confirmation or otherwise as agreed by the parties. Products shall be delivered provided that the Buyer pays all its financial liabilities due to the Seller.
- The Seller shall have the right to deliver Products that differ from those specified in the Agreement if a producer has changed a given model or type of Products after the Agreement signing date. The changes referred to in the previous sentence shall not influence the functionality, quality and durability of Products and modifications may be made without changes in the agreed technical specifications. To such an extent, the delivery of Products differing from those defined in the Agreement shall not be deemed an amendment to the Agreement and shall not authorise the Buyer to refuse to collect such Products.
- Unless agreed otherwise, Products shall be delivered to the Buyer by a carrier hired by the Seller to the place defined by the Buyer in the Order as a delivery place.
- The Seller shall have the right to provide partial deliveries.
- Any delivery shall be deemed completed the moment Products are delivered to the place specified as a delivery place.
- Property rights to Products, subject to Art. 7, and risks of accidental loss or deterioration of Product quality shall pass from the Seller to the Buyer upon personal receipt of the Products by the Buyer or when the Products are transfer to the Carrier - according to the date of the document GM.
- While collecting Products, the Buyer shall **check**, with due diligence, **their quantity and quality** in terms of hidden defects and **confirm its acceptance of Products** in writing in the carrier's loading documents and bills of lading, as well as the copy of delivery note and/or another document certifying the delivery of Products. Such a confirmation shall include:
  - Product acceptance date,

- the Buyer's official stamp or exact name (if there is not a stamp);
  - full name, ID card number and legible signature of a **person authorised to accept Products** on the Buyer's behalf.
- The confirmation of acceptance shall mean that the Buyer has no reservations as to the quantity and quality of Products unless the Buyer draws an acceptance certificate including reservations as to the Products delivered.
  - Complaints.** If, during the collection of Products, the Buyer notices any shortages/surpluses or physical defects, it shall draw, together with the carrier, a **complaint certificate**, including the exact description of discrepancies, and record the same fact in the copy of a delivery note document/bill of lading, as well. Otherwise, the Products shall be deemed delivered to the Seller in quantities and quality consistent with the Order. The Buyer shall send a complaint certificate to the Seller's email: [claims@sobtrade.pl](mailto:claims@sobtrade.pl) on the Product collection date or, at the latest, on the next business day.
  - Despite of the submission of a complaint concerning the quantity of Products, the Buyer shall pay the price on the payment due date at a part corresponding the price of Products handed over to the Buyer.
  - Should the Seller fail to deliver Products on time because of circumstances it is liable for, the Buyer shall specify an additional period when Products should be delivered, including at least 30 days as of the delivery due date set out in the Agreement, before it exercises its right to terminate the Agreement.
  - Should the Buyer fail to collect Products, the Seller shall have the right to charge a contractual penalty in accordance with Art. 2.8.a) hereof. In addition, the Buyer shall repair all damages caused by the Seller as a result of such delay, including, in particular, all costs of Product storage and insurance. All expenses incurred thereunder by the Seller shall be reimbursed by the Buyer.
  - Any Buyer's request to postpone the shipment of Products ordered shall be deemed equal to the Buyer's failure to collect such Products, unless the parties agree otherwise.
  - The Seller shall not be liable for damages suffered by the Buyer as a result of delays in delivery. The Buyer shall not have the right to withdraw from the Order, however the Seller may approve such a withdrawal.

#### Art. 4 PAYMENTS

- Amounts due for Products ordered shall be paid without deductions within time limits specified in the Order confirmation or invoice.
- Invoices shall be issued and payable in Polish zloty. The Seller allows for issuing invoices and paying in currencies other than Polish zloty provided that it is separately agreed by the Seller and the Buyer.
- In the case of payment by transfer, the payment date shall be deemed the day the Seller's bank account is credited.
- Should the Buyer fail to pay on time, it shall be charged with default interest as of the maturity date, equal to statutory interest plus reminder cost of PLN 50,00 net (fifty zloty).
- Should the Buyer delay with payments, the Seller shall have the right to credit a given payment firstly towards related default interest, whatever the Buyer's instruction.
- The Buyer shall not have the right to withhold payment or deduct any of its claims unless the Seller has accepted such a deduction.

#### Art. 5 WARRANTY AND GUARANTEE

- Warranty liability shall be excluded unless applicable legal regulations do not permit to exclude liability under defect warranty.
- The Seller shall give a warranty for Products sold which, within 12 months of the invoice date, in accordance with the Seller's test, appear to be defective as a result of manufacturing faults provided that they have been installed in accordance with the user manual and operated in accordance with technical conditions and parameters defined in writing in the Seller's offer. The warranty does not cover mechanical damage caused during installation and operation, as well as damage caused by undefined operating states, defects in design of installation, mistakes in the inquiry and the installation or usage in contrary to manufacturer's instructions. Warranty does not include natural wearing of the rubber during work or micro-cracks caused by natural and heat ageing of the rubber. The responsibility of the supplier will be limited to the repair or replacement of defective goods. Guarantee time will be prolonged by the time required to repair or replace of damaged goods. As a part of its warranty, the Seller undertakes to repair or replace the defective Products, at its own discretion.
- The Seller explains that scratches on the rubber are caused by natural rubber properties and shall neither influence the quality and operating parameters of Products nor constitute the basis for product complaints.
- The Buyer shall notify the Seller of any hidden physical quality defect immediately, however not later than within 3 business days of the discovery thereof. The notice, including the number and date of an invoice related to the Product, shall be delivered by e-mail to [claims@sobtrade.pl](mailto:claims@sobtrade.pl). The Seller shall define the manner how a complaint will be resolved within 3 business days of the receipt of the complaint notice.
- The Buyer shall prove that the alleged defect has appeared during the period defined in the Product warranty terms and conditions. The Buyer shall present, at the Seller's request, records presenting operating parameters of the system where the Product subject to the complaint is installed.
- At the Seller's request, the Buyer shall return the Product subject to warranty procedure. Such a Product shall be sent to the Seller by the Buyer at the Buyer's cost and risk, subject to paid transport and insurance, and including a delivery note specifying the invoice number and date and a reason for Product return.
- The cost of disassembly, delivery and repeated installation incurred by the Buyer for warranty purposes shall not be reimbursed.
- Should a defective Product be replaced, the warranty period shall be extended for time when the Product has been incapable of use.

#### Art. 6 LIABILITY

- Except for liability under the above warranty, any Seller's liability, including recourse liability, shall be excluded to the extent permitted by Polish law. To the extent the Seller may be held liable for Products towards third persons, the Buyer shall indemnify and hold the Seller harmless to such an extent to which the Seller's liability is limited herein. The Buyer shall appear as a participant before a court or arbitration tribunal that reviews a claim against the Seller due to damage caused by Products. If a third person files a claim concerning the damage referred to in this paragraph against either party of the agreement, such a party shall immediately notify the other party.
- The Seller shall not be liable for any damage (direct or indirect, including lost profit) which may arise from defects or delays in Product delivery or inadequate performance of the Agreement or which may appear in connection with Product liability, whatever the reason of an error, delay or defect, including, without limitation, production stoppage, lost profit or decrease in goodwill.

#### Art. 7 RIGHTS TO PRODUCTS

As a result of the purchase, the Buyer shall not acquire any intellectual property rights in the form of licences, patents, copyrights, trademarks or other intellectual property rights connected with Products.

#### Art. 8 FORCE MAJEURE

The Seller shall have the right to cancel the Buyer's Orders or postpone a completion date and shall not be liable for failure to deliver, defective or delayed delivery caused, fully or partially, by circumstances being beyond the Seller's reasonable control, like uprising, riots, war, fire, public requirements, strike, lock out, slow down, shortage of means of transport, shortage of goods, disease or delay or defects in deliveries from suppliers, accident related to production or control or power failure. In such cases, the Buyer shall not have the right to claim compensation from the Seller or make other claims to the extent this is permitted by Polish law.

#### Art. 9 FINAL PROVISIONS

- Any matters not regulated in the Agreement and these GCS shall be governed by the Civil Code unless the Agreement or the GCS stipulate that their regulations are sufficient and exclude the application of the Civil Code.
- If a single or several provisions of these GCS becomes invalid, illegal or unenforceable, this shall neither affect nor limit the validity, legality or enforceability of the remaining provisions hereof. Titles and numbers of articles hereof shall be given only for information and shall not influence the interpretation hereof.
- The Buyer shall not be entitled to transfer any rights hereunder to a third person without the Seller's prior written consent.
- The Buyer represents that it agrees that data concerning the existing or completed Agreements will be collected and processed by the Seller solely for the Seller's purposes. The data may be disclosed to third persons only in accordance with applicable legal regulations.
- In order to be valid, all notices, communications or amendments to these GCS stipulated herein shall be made in writing unless the GCS provide otherwise.
- All disputes arising in connection with the Agreement shall be resolved by a court having jurisdiction over the Seller.
- These GCS have been approved by the Board of Directors of Sobtrade Sp. z o.o. and are in force from 08.01.2014.