

## GENERAL TERMS OF SALE

1. These General Terms of Sale have been set out by Ciecholewski - Wentylacje sp. z o.o. and they shall form an integral part of each sales agreement, further referred to as the "Agreement", concluded by and between Ciecholewski – Wentylacje sp. z o.o., further referred to as the "Seller", and other entities, further referred to as the "Buyer". The term „Agreement” shall also include any orders placed by the Buyer and confirmed by the Seller with "Order conformation". The delivery of goods and services shall be provided solely based on these General Terms of Sale. These General Terms of Sale shall be binding for all future deliveries, even if, in individual cases, they have not been referred to explicitly. These terms shall cease to be binding when replaced by the Seller with new terms.
2. The Buyer, in order to proceed with the purchase of goods, shall place a written order. The order shall include the Buyer's details necessary to issue an invoice, as well as the type and quantity of equipment, together with the price, the requested delivery date and the Buyer's legible signature and seal.
3. Before concluding the Agreement, the Seller may request to be presented with current extracts from relevant register (or served with copies signed by the Buyer), confirming the legality of the enterprise, as well as certificates on assignment of Tax Identification Number (NIP) and National Business Registry Number (REGON), and in the case of natural persons – their identity card.
4. The Buyer shall inform the Seller of any changes to its details specified in the Agreement.
5. After placing the order, the Buyer, depending on the provisions of the Agreement, shall pay full or part of the price upon conclusion of the Agreement, to the Seller's bank account, within the deadline stipulated in the Agreement.
6. Unless the Agreement between the parties provides otherwise, the Seller shall proceed to complete the order when the agreed price or its part credits the Seller's bank account.
7. The maximum delivery time shall be stipulated in the Agreement.
8. The delivery time may be extended due to extraordinary events resulting from force majeure and events not attributable to the Seller. Force majeure shall mean the following events: natural disaster, war, social unrest, mobilization, deficiencies in transport, strike, lock-out, heavy rainfall, downpour and other severe weather events.
9. In the event of delay in delivery, the Seller shall inform the Buyer about the obstacle to the delivery and provide new delivery date.
10. In the event of delay resulting from force majeure or events not attributable to the Seller, the Seller shall not be liable for the failure to meet the delivery date and it shall be entitled to withdraw from the Agreement in full or in part within 7 days from the expiry of delivery date, without any indemnity undertaking against the Buyer.
11. The Agreement shall transfer ownership of goods upon payment of full price. Until the Buyer meets the obligation arising from the Agreement, the goods shall remain the property of the Seller.
12. VAT invoice, with specified payment due date, shall be issued within 7 days from the actual date of releasing the goods to the Buyer from the Seller's production plant.
13. The Buyer's payment shall be made to the Seller's account indicated on VAT invoice or to the Seller's cashier.

14. When receiving the goods, the Buyer shall check their compliance with the Agreement. In the event the Buyer determines that the received goods do not comply with the Agreement, the Buyer shall immediately notify the Seller thereof. Where the goods do not comply with the Agreement, the Seller, in principle, shall deliver appropriate goods within 30 days, in case of standard elements. However, if it is necessary to order parts from a subcontractor, the Seller shall deliver appropriate goods within the deadline confirmed by the supplier of such elements.
15. In the event of the Buyer's delay to pay the price (in full or in part) due to the Seller, lasting more than 7 days, the Seller shall be entitled to withdraw from the Agreement. The Buyer shall return to the Seller all supplied items and redress any damage resulting from failure to fulfil its obligation.
16. The goods ordered in line with the Agreement shall be delivered at the Supplier's or the Buyer's expense, depending on the provisions of the Agreement, to the point of destination specified by the Buyer in the order, or they shall be collected by the Buyer at the Seller's place of establishment.
17. Failure to deliver the goods attributable to the Buyer shall not relieve the Buyer from the obligation to accept the goods. In the event of refusal to accept the goods, the Agreement shall be deemed to be executed by the Seller, which shall entitle the Seller to require the Buyer to pay full price resulting from the Agreement. At the same time, the Seller shall be entitled to require the Buyer to pay fees for storing the goods amounting to 0.5 % of the goods' price for each day of delay in accepting the goods.
18. In the event the goods are not delivered within 30 days from the delivery date set in the Agreement, the Buyer shall be free to withdraw from the Agreement after the advance fixing of additional time to deliver the subject-matter of the Agreement. The right to withdraw may be executed not later than 45 days from the expiry of the delivery date specified in the Agreement.
19. In the event that, in line with the Agreement, the goods are delivered by the Seller in accordance with the provisions of the Agreement to the place indicated by the Buyer, the Buyer shall incur the costs of unloading. The Buyer shall provide, at its own expense, assistance for transport equipment and a team necessary to unload the goods. Failing this, the Seller or freight forwarding (transport) company may withdraw from unloading the goods at the point of destination. In such a case, another attempt to deliver the subject-matter of the Agreement shall take place at the Buyer's expense.
  - (a) Unless it has been explicitly agreed that the order is to be delivered at the Seller's cost and risk to the place indicated by the Buyer, the risk of accidental loss or damage of goods shall pass to the Buyer upon release of goods to the person responsible for transport or at the moment the goods leave the Seller's production plant / warehouse in order to be shipped, regardless whether the transport is made using the Seller's means of transport or it is commissioned by the Seller to a third party, and regardless whether the transport costs are incurred by the Seller. Clauses such as "Free of delivery costs..." or similar shall be effective only in the scope of regulating the principles of bearing the transport costs, but they shall not change the aforementioned provisions concerning transfer of risk of accidental loss or damage to the goods.
  - (b) In the event the shipment is delayed for reasons attributable to the Buyer, the risk of accidental loss or damage to the subject-matter of delivery shall pass at the moment the goods are ready to be shipped.
  - (c) The Buyer shall organize immediate collection and unloading of goods and, each time, confirm in writing the receipt of the delivered batch of goods on Delivery Note or transport document. Failure to confirm the receipt of goods (particularly due to absence of the Buyer's representative at the time of delivery or unwillingness to confirm the delivery) shall not justify contesting the delivery itself.
  - (d) Upon written request of the Buyer, the Seller shall insure the goods for the transport, whereas the insurance costs shall be borne by the Buyer.
20. In the event the goods are delivered by a freight forwarding (transport) company, the Buyer shall check the condition of shipment in order to determine whether the goods or packaging have not been damaged. Where the damage is determined, the Buyer shall draw up relevant delivery protocol in the

presence of the employee of the freight forwarding (transport) company and indicate, in the comments section in the transport document, the fact of receiving damaged goods. Failure of the Buyer to make the reservation in the comments section of the transport document that it has received damaged goods, shall exclude the possibility of making claims by the Buyer in this regard.

21. In the event the goods become damaged during the transport, the Seller shall be informed thereof immediately and receive signed delivery protocol.
22. Unless the parties agree otherwise, the goods shall remain packed intact until the arrival of the Seller's representative.
23. The Buyer shall be liable for proper insurance of the shipment until the arrival of the Seller's representative.
24. The Buyer shall enable the Seller to examine the goods subject to the claim.
25. The Buyer shall be entitled to make warranty claims for defects or non-conformities if it complied with the obligation to immediately examine the goods and the obligation to inform about detected defects, in accordance with legal regulations and these General Terms.
26. The Buyer shall comply with payment deadline also when the delivered goods have defects. In such a case the payment shall not affect the Buyer's claims for defects.
27. The rights due under the warranty claim shall be lost if the Buyer does not inform the Seller about the defect in writing, by registered post, within a month from the date of releasing the goods, and in case of hidden defects – within a month from the date of detecting the defect. The rights due under non-conformity shall be lost if the Buyer does not inform the Seller about the non-conformity in writing, by registered mail, within 2 months from the date of releasing the goods or from detecting the hidden defect.
28. In its notification (claim), the Buyer shall describe in detail the circumstances of detecting the defect or non-conformity, and define its type.
29. The Seller, within 30 days from the date of receiving notification about the defect or non-conformity, shall process the claim and inform the Buyer in writing on the manner of handling it.
30. In the event the claim is approved, all necessary costs related to removal of the defect or replacement of defected goods with goods free of defects shall be borne by the Seller, unless the parties agree otherwise during the complaint handling process.
31. The warranty period shall amount to 6 months from the date of releasing the goods. Afterwards, the Seller's liability against the Buyer shall cease in this regard.
32. No warranty or non-conformity claims shall be assigned to third parties.
33. If the repair may be performed outside the place of detecting the defect, the Buyer, in line with operation and maintenance manual, shall send the defected goods to the address indicated by the Seller, at its own expense, unless the parties agreed otherwise. The goods shall be sent in original packaging, whereas in the event the packaging is damaged, the Buyer shall provide packaging of the goods appropriate for transport.
34. The Seller shall grant the Buyer a guarantee for the purchased goods for a period of 12 months from the date of releasing the goods – in line with the terms stipulated in the guarantee card given.

35. The Seller shall not be liable, under the warranty, for defects or non-conformities attributable to the Buyer or third parties, and for defects occurring after the risk has been passed to the Buyer, or due to normal wear and tear, improper installation by the Buyer or third parties, installation or servicing by third parties.
36. Outside the guarantee period, the goods shall be covered by a 6-month period of warranty for defects in the subject-matter of the Agreement – from the date of releasing the goods.
37. Failure of the Buyer to meet its obligation to pay invoices on time shall deprive the Buyer of its rights resulting from the guarantee granted on goods being subject-matter of this Agreement.
38. The Buyer shall not be entitled to withdraw from the Agreement or refuse to accept the goods. The right to demand price reduction shall be always limited to 10 % of its net amount.
39. The Seller shall not be liable for other damage than that occurring to the subject-matter of delivery. In particular the Seller shall not be liable for lost profits and other material damage of the Buyer and its subcontractors, or due to *culpa in contrahendo*. The above liability limitation shall not apply to death, bodily injury or health disorder, unless such liability results from mandatory rules of law. Liability for damage other than personal shall be limited to 10 % of payment due to the Seller for completing the order – regardless of the legal basis for the claim.
40. The burden of proof that the defect occurred before passing the risk of accidental loss or damage, or resulted from a cause that had been present earlier in the goods sold, shall rest with the Buyer.
41. Information, price lists and other advertisement and marketing materials intended for an unspecified recipient shall not constitute an offer, but an invitation to negotiations only.
42. A letter addressed to an individual recipient, specifying the quantity of goods to be delivered by the Seller under a given Agreement, date and place of delivery, shall constitute an offer and express the Seller's intention to conclude an agreement with the offer addressee. The offer validity shall result from its content. The offer shall be accepted without any reservations. Subject to further provisions of these General Terms, an agreement shall be concluded when the Seller receives an order, before the offer validly expires. Failure to place an order in the specified period shall result in termination of the offer. The body of agreement shall include only the arrangements made in writing. Assessment of the correctness of service delivered by the Seller shall be made only based on the written arrangements between the parties.
43. In the event the Buyer places an order omitting the tender procedure, the agreement shall be concluded if, within 10 working days (from the date of receiving the order), the Seller expressly confirms the order in writing, by fax or e-mail. In the absence of confirmation in the manner described, the placed order shall not be binding for the Seller.
44. Regardless of the procedure preceding conclusion of the Agreement, the Seller shall be entitled to withdraw from each concluded Agreement, without giving reason, within 3 working days from its conclusion. Withdrawing from the Agreement by the Seller shall be justified in particular if the Seller is unable to execute the Agreement due to acceptance of the Seller's offers by a number of Buyers within short period of time. Shall the Seller exercise its right to withdraw, the Buyer is not entitled to any claims against the Seller, in particular claims for damage.
45. The Seller reserves the ownership right, copyrights, patent and utility model rights to figures, drawings, calculations, technical calculations, opinions and other documents supplied or made available to the Buyer upon conclusion of the Agreement. They shall be intended solely for the purposes related to the offer and shall not be copied or disclosed, in full or in part, to third parties without written consent of the Seller.

46. Partners and trade representatives of the Seller, and other persons dealing with the sale of goods, shall not be entitled to exempt the Seller from the obligation to confirm the order in writing, to agree to differently phrased terms or to grant guarantee concerning the product specificity.
47. All prices quoted by the Seller shall be net prices, to which VAT should be added. The Seller reserves the right to increase the prices if, after conclusion of the Agreement, the costs increased due to increase in price of materials of more than 5 %, and the period between conclusion of the Agreement and the expected delivery date is at least 3 months.
48. The payment term shall always start running – also in view of assessment of compliance with the condition concerning possible discount for a fast payment – from the date of issuing the invoice, not from date of serving the invoice. The Buyer shall be in delay if it does not pay the full price within the deadline. Statutory interest shall be calculated from the date on which the payment became payable.
49. If the Buyer delays a given payment, all other obligations against the Seller arising from their contractual relationship shall be enforceable immediately.
50. Regardless of the Buyer's indications, payments shall be set off, in the first place, against the earliest receivables due. In the event there are additional costs and interest to be paid for the outstanding receivable, the Seller shall be entitled, regardless of the Buyer's indications, to set off the received payments, in the first place, against the costs, the interest and then against the main receivable.
51. In the event of being informed about any circumstances indicating deterioration in the solvency and/or creditworthiness of the Buyer, in particular if it is not possible to cash promissory notes or cheques issued by the Buyer, or the transaction insurer refused to grant or maintain the sales insurance for the Buyer or decreased the amount of credit limit, or the Buyer delays the payment, or an insolvency application has been lodged against the Buyer or conciliation procedure has been requested, the Seller shall have the right to withhold execution of placed but not yet completed orders or subject their delivery to immediate provision, within the term stipulated by the Seller, of specific (both in the form and in the content) collateral or advance payment. In the event the Buyer fails to comply with Seller's request, the Seller, without granting any additional period, shall have the right to withdraw from all or some agreements, at its discretion, in full or in part. The Buyer shall not be entitled to any claims against the Seller in this regard. In the event the Seller shall exercise its right to withdraw, the Buyer shall compensate the Seller with any incurred and documented costs. This shall not infringe the right of the Seller to pursue further claims for damages. In the circumstances described above, the Seller shall be also entitled to prohibit further sale of the goods by the Buyer and to collect so far unpaid goods at the Buyer's expense.
52. The Agreement shall be governed by the law of the Republic of Poland, with the exclusion of United Nations Convention on Contracts for the International Sale of Goods. Any disputes arising in connection to the Agreement shall be settled by a court having jurisdiction over the city of Starogard Gdański. Notwithstanding the above, the Seller shall have the right to bring action against the Buyer before a court having jurisdiction over the place of its registered office/residence.
53. Matters not regulated by these General Terms of Sale shall be settled according to the provisions of the Polish Civil Code.

Hereby, I declare that I have read the above General Terms of Sale before concluding the Agreement

Date and the Buyer's signature