

# General Terms of Sale

of BURY Sp. z o.o. in Mielec (Poland)

These General Terms of Sale are applied by BURY Sp. z o.o., with its registered office in Mielec, ul. Wojska Polskiego 4, entered into the Register of Business Entities of the National Court Register kept by the Regional Court in Rzeszów, 12th Commercial Division of the National Court Register under the number KRS 0000000921, share capital 19,183,800 PLN, paid up in full, tax identification number NIP 817-18-17-663.

## I Scope of validity of the General Terms of Sale

1. The General Terms of Sale (hereinafter referred to as the GTS) shall specify the principles of the sale of goods and services of BURY Sp. z o.o. (hereinafter referred to as the Seller) for the benefit of external entities being entrepreneurs (hereinafter referred to as the Buyer) in connection with their business or professional activity. The Seller and the Buyer shall hereinafter be jointly referred to as the Parties, and individually as the Party.
2. The term "goods" shall mean movable items included in the Seller's trading offer (hereinafter referred to as the Goods), and the term "services" shall mean services rendered by the Seller and included in the Seller's trading offer (hereinafter referred to as the Services) being the subject of agreements concluded by and between the Seller and the Buyer, including orders placed by the Buyer and accepted by the Seller (hereinafter referred to as the Agreement).
3. The GTS shall constitute an integral part of every Agreement. The exclusion of application of the GTS or the exclusion of application of certain provisions of the GTS only shall require the Seller's written consent, otherwise being null and void. In case of invalidity, ineffectiveness or other exclusion of application of certain provisions of the GTS, the remaining provisions of the GTS shall constitute an integral part of the Agreement. In case of introducing an amendment, a supplement or any other additional arrangement concerning any of the provisions of the GTS, as well as in case of any discrepancies between the provisions of the Agreement and the provisions of the GTS, the provisions of the Agreement shall be binding for the Parties, whereas as regards other aspects, the remaining provisions of the GTS shall be binding [for the Parties]. Any and all amendments, supplements or additional arrangements concerning the GTS shall require the Seller's written consent, otherwise being null and void.
4. Any additional arrangements, statements or declarations made by the Seller's employees or other persons acting on the Seller's behalf, which go beyond the written Agreement, shall be confirmed in writing by persons authorised to represent the Seller in order to be valid.
5. These GTS are generally available on the Seller's webpage [www.bury.com](http://www.bury.com), of which the Buyer is notified before the conclusion of the Agreement. The Buyer or a person acting on his behalf, by concluding the Agreement, confirms that the Buyer was provided with the GTS before the conclusion of the Agreement, the Buyer is familiar with the GTS, fully agrees with the contents thereof and accepts the GTS in whole as an integral part of the Agreement and shall be bound by them.

6. The Buyer's general terms of purchase inconsistent with the GTS, in particular excluding the ownership reservation of a sold item until the payment is effected and the ban on debiting mutual receivables, shall not be binding for the Seller.

## **II Conclusion of the Agreement**

1. The Agreement may be concluded in particular by the placing of an order by the Buyer and the accepting of it by the Seller.
2. The Seller shall consider the order only if it was made by the Buyer in writing and delivered to the Seller or sent by post or fax. The Seller also allows for placing an order by e-mail. The Buyer shall be bound by the order placed and shall not be entitled to recall it before the conclusion of the Agreement.
3. An order shall be valid and binding for the Seller from the time of confirming its acceptance in writing by the Seller. A confirmation of order acceptance shall, at the Seller's choice, be delivered to the Buyer or sent by post or fax. The Seller may also confirm the acceptance of an order by e-mail. The Agreement shall be performed on the terms and conditions specified in the confirmation of order acceptance.
4. The Buyer shall be bound by the terms and conditions specified in the confirmation of order acceptance even if there is a discrepancy between the contents of the order and the contents of the confirmation of order acceptance unless, within 3 (three) days at the latest, the Buyer provides the Seller, in the manner described in section 2 above, with a written statement on his resignation from the order being carried out.
5. The Seller shall not be obliged to accept the Buyer's order or to conclude an Agreement. No order shall be binding for the Seller unless the Seller confirms its acceptance. The Seller's silence shall not mean the acceptance of the order or the conclusion of an Agreement. The place of concluding the Agreement shall be deemed the Seller's registered office.

## **III Prices, invoices and payments**

1. The Buyer shall pay the price of Goods or Services specified in the Agreement, and in case of a lack of other written arrangement between the Parties, the price applied by the Seller on the day of concluding the Agreement. The price specified in the Agreement or applied by the Seller shall be a net price and VAT, at a rate valid on the day of issuing the invoice, in accordance with the regulations in force, shall be added thereto.
2. The Buyer shall pay the price on the basis of a VAT invoice issued by the Seller. The payment shall be effected in the currency stated in the VAT invoice. The price shall be paid by the Buyer within the deadline agreed by the Parties. If the Parties do not agree the payment term, the Buyer shall pay the price not later than within 30 (thirty) days from the day of issuing the invoice. The price shall be paid to the [bank] account stated in the invoice. The time of the receipt of the payment shall be deemed the day of crediting the Seller's bank account with the amount of the price due.
3. If the Buyer is late with the payment, the Seller may demand that the Buyer pay the statutory interest at rates applicable to overdue payments valid in the territory of the

Republic of Poland. Notwithstanding the foregoing, the Seller may also demand that the Buyer repair the damage, in particular reimburse all the costs incurred by the Seller in connection with the delay in payment, including those related to receivables collection.

4. In case of a complaint regarding shortages in the quantity of the Goods delivered, the Buyer may suspend the payment of a part of the price the proportion of which to the full price equals the proportion of the quantity of the missing Goods to the total amount of Goods being delivered. In case of reservations regarding the quantity or quality of Services rendered, the Buyer shall be obliged to pay the full price.
5. DThe Seller does not allow for the possibility to return the Goods or a part thereof by the Buyer unless the Parties agree otherwise in writing.

#### **IV Ownership title reservation**

1. The Goods delivered shall remain the property of the Seller until payment by the Buyer of the full price of the Goods covered by the Agreement. The Buyer shall be obliged to take care of the delivered Goods. Each time in case of delay in payment the Seller shall be entitled, at his choice, notwithstanding other provisions of these GTS, to demand the return of the released and not paid in full Goods or to demand the payment of the price.
2. In case of demanding the return of the Goods, the Buyer shall be obliged to return them at his own expense and risk (the return includes packaging, loading, transport, unloading, transport insurance and other costs) to the place designated by the Seller within 7 (seven) days from the day of addressing by the Seller the demand for return to the Buyer.
3. In case of delay in payment by the Buyer of the full or a part of the price or his other actions detrimental to the Seller or if, considering the Buyer's financial standing, it is doubtful whether the full or a part of the payment is made on time, the Seller shall be entitled to suspend the performance of the remaining part of the Agreement as well as the whole or a part of other Agreements concluded with the Buyer, and the Buyer shall not be entitled to claim compensation for any damage resulting therefrom. The Seller may set an appropriate time limit for the Buyer to secure the payment of the price, and upon the ineffective lapse of the said time limit, the Seller may withdraw from the Agreement or Agreements.

#### **V Delivery deadlines and transfer of risk**

1. Goods shall be delivered in accordance with the deadline determined in the Agreement and to the place and by means of transport specified in the Agreement. Services shall be performed with the deadline and at the place specified in the Agreement, provided that the Buyer ensures at his own expense, before the planned deadline for performing the Services, conditions necessary to perform the Services. The Parties allow for a partial delivery and collection of particular Goods and the elements thereof as well as partial rendering of Services. The Goods shall be deemed to be delivered in particular if, within the set deadline, the Seller leaves the Goods at the Buyer's disposal in the agreed place.
2. Alle Risiken, insbesondere die Gefahr des zufälligen Untergangs und der zufälligen Verschlechterung der Ware sowie alle Vor- und Nachteile im Zusammenhang mit der Ware gehen mit Auslieferung an den im Vertrag vereinbarten Ort bzw. Übergabe an den Spediteur auf den Käufer über.

3. If the Seller is late with the delivery of the Goods, a part thereof or with the performance of the Services or the fulfilment of any other obligation under the Agreement, the Buyer shall agree with the Seller an appropriate additional time limit not shorter than 14 (fourteen) days from the deadline set in the Agreement. In case of a lack of an agreement thereon, the Seller shall be entitled to set an additional time limit, not shorter than 14 (fourteen) days from the deadline set in the Agreement, on his own. The change of the deadline specified in the Agreement shall not entitle the Buyer to submit any claims towards the Seller by virtue of such change.

## **VI Collection [of Goods]**

1. In case the Goods are delivered by the Seller's carrier, the Buyer shall, on the day of delivery, confirm the receipt of the Goods in writing in the freight documents. When collecting the Goods the Buyer shall be obliged, in the carrier's presence, to inspect the shipment, check the delivery contents and, under pain of losing by the Buyer any and all claims in virtue thereof, identify possible shortages in quantity or quality, including losses or damage which should be recorded in the freight documents, and the Buyer shall be obliged to take any and all actions necessary to determine the carrier's liability. The Buyer shall be obliged to notify the Seller of the occurrence of the above circumstances not later than within 3 (three) days from the time of the Goods delivery.
2. In case the Goods are delivered by the Seller's own transport, the Buyer shall, on the day of delivery, confirm the receipt of the Goods in writing in the freight documents. When collecting the Goods the Buyer shall be obliged to inspect the shipment and check the delivery contents. In case of ascertaining, at the time of [the Goods] collection, any shortages in quantity or quality, including losses or damage, such shortages should be recorded in the freight documents, under pain of losing by the Buyer any and all claims in virtue thereof.
3. The person who, on behalf of the Buyer, confirmed the receipt [of the Goods] in the freight document or the delivery document shall be deemed to be authorised by the Buyer to collect [the Goods], confirm the collection and sign a relevant document.
4. The Goods collected without any reservations by the Buyer, a person indicated in accordance with section 3 above or the Buyer's carrier, shall be deemed to be free of open defects.
5. In case of delay in the receipt of the Goods or a part thereof by the Buyer, the Seller shall be entitled to charge the Buyer with any and all costs arising therefrom (in particular the costs of storage, maintenance, insurance and other additional costs or compensation for a damage incurred in connection with the delay in the Goods collection). The Buyer shall be liable for the risk of loss in or damage to the Goods from the time of the delay.
6. Notwithstanding the provisions of section 5 above, the Seller shall set for the Buyer who is late with the collection of the Goods or a part thereof an additional, at least a 3-day time limit, to collect the Goods. Upon the ineffective lapse of the said time limit, the Seller shall be entitled, at his choice, to ship the ordered Goods to the Buyer's warehouse, his registered office or some other place where the Buyer conducts his activity, at the Buyer's expense and risk, to issue a VAT invoice including the price of the Goods increased by the possible additional costs referred to in section 5 above and costs resulting from the change of the delivery terms or to withdraw from the Agreement or a part thereof, i.e. with respect to the Goods not collected by the Buyer and to charge the Buyer with possible costs referred to in section 5 above.

## **VII Guarantee and warranty**

1. The Goods and the assortment thereof as well as the Services shall be selected at the Buyer's discretion. The Goods listed in the Agreement shall be covered by a 24 (twenty four) month Seller's guarantee, counting from the date of sale recorded on the guarantee document and including physical defects of the Goods only. The terms of the guarantee and the manner of lodging a complaint shall be specified in the guarantee document.
2. The Parties shall exclude the Seller's responsibility under the warranty for defects of the Goods or Services.

## **VIII Liability**

1. Subject to the binding laws, the Seller shall be liable to the Buyer only for the actual damages resulting from the Seller's gross negligence or caused by the Seller to the Buyer deliberately. In particular, the Seller shall not be liable to the Buyer for the benefits which the Buyer might have obtained if the damage had not been caused to him, including in particular production losses, loss of profit, loss in usage, loss of contracts or any secondary or indirect loss of any kind whatsoever. The Seller's total liability shall be limited to the value of the given Agreement.
2. In case a third party raises any claims against the Buyer which may be related to the sold Goods or Services, the Buyer should notify the Seller thereof by submitting a written notice in this respect within 7 (seven) days under pain of excluding any Seller's liability in virtue thereof.
3. In addition to the cases indicated in these GTS, the Seller shall have the right to withdraw from the Agreement with immediate effect also in the event when the Buyer grossly breaches his obligations under the Agreement as well as in other cases specified by legal regulations. In the event when the failure to observe the deadline for the Goods delivery, performance of the Services, non-fulfilment or improper fulfilment of any other obligation under the Agreement results from circumstances for which the Seller is not liable in the light of the provisions of these GTS, including cases where the failure results from the reasons attributable to the Buyer, the Seller shall not be obliged then to perform the Agreement within the deadlines or on terms defined therein. Non-delivery or improper delivery by the Seller of the Goods, performance of the Services or fulfilment of any other obligation under the Agreement for reasons for which the Seller is not liable in the light of the provisions of these GTS, shall not release the Buyer from the obligation to perform the Agreement, including the obligation to collect the Goods or accept the Services, to pay the price or other benefits.
4. The Buyer shall be obliged to notify the Seller of any possible claims in virtue of the non-performance or the improper performance of the Agreement by the Seller, in writing, within 14 (fourteen) days at the latest from the time when, in accordance with the Agreement, the obligation was to be fulfilled. Failure to notify [the Seller] of the claims within this time limit shall mean unconditional waiver thereof by the Buyer.

## **IX Force majeure**

1. In case of the occurrence of force majeure, the delivery deadlines or the deadlines for the fulfilment of other obligations under the Agreement shall be postponed (extended) by the time of lasting the obstacle caused by the occurrence of force majeure.
2. Force majeure shall be understood as the unforeseeable or extraordinary events impossible to prevent by the Parties, the occurrence of which affects the performance of the concluded Agreement or a part thereof in accordance with the arrangements between the Parties.
3. In case of the occurrence of force majeure, the Party exposed thereto shall not be liable for the resulting therefrom non-performance or improper performance of the Agreement. The Party exposed to force majeure may also withdraw from the Agreement, if the time of lasting the obstacle caused by the occurrence of force majeure is longer than 3 (three) months. In the aforementioned cases, the other Party cannot demand from the Party exposed to force majeure any interest, compensation, contractual fines or any other similar benefits. The Party exposed to force majeure shall be obliged to immediately notify the other Party thereof. The Parties shall commence co-operating in order to minimise the consequences of force majeure.

## **X Resolution of disputes**

1. In case of any possible disputes which may arise in future between the Seller and the Buyer in connection with any Agreement concluded by them subject to these GTS, the appropriate court [to resolve such disputes] shall exclusively be a Polish court with jurisdiction over the Seller's registered office.
2. If one or more provisions of these GTS were to prove invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of these GTS which remain in full force. In this case the invalid or ineffective provisions shall be replaced by the relevant provisions of law.
3. To the Agreements and the GTS as well as in any and all matters not regulated by the Agreement or the GTS, exclusively the Polish law shall be relevant and shall apply. These GTS shall not apply to the consumer sale.

## **XI Confidentiality**

1. The Parties mutually undertake to keep confidential and not to provide or disclose to any third party any information or data provided by the other Party in connection with the performance of the Agreement, including any and all technical, technological, economic, financial, commercial, legal, organisational and operational information concerning the other Party or its activity which has not been made publically known by the Party (hereinafter referred to as the confidential information).
2. The Parties undertake to use the confidential information only in order to implement the provisions of the Agreement and not to use the confidential information for any other purpose, both during the term of the Agreement and upon termination thereof, and neither to disclose nor pass on any confidential information in any form whatsoever to other entities, in particular to the entities competitive to the other Party, and to guard confidential information with utmost diligence.
3. Confidential information may be passed on by one of the parties to the Agreement to a third party only upon a written consent of the other party to the Agreement as well as in case of fulfilling obligations imposed on the party to the Agreement by the binding laws, which,

however, in the case where the necessity to submit such confidential information arises, should previously and immediately be notified to the other Party to the Agreement. The breach of the aforementioned ban or restrictions on the disclosure of data covered by the Agreement shall be regarded as the breach of the material provisions thereof entailing any and all consequences relating to the possibility of withdrawing from the Agreement.

## **XII General Provisions**

1. Any rights or obligations arising from the Agreement, including the GTS, may be transferred to a third party by the Buyer exclusively upon the Seller's prior written consent. The Seller shall be entitled to transfer any and all rights or obligations arising from the Agreement, including the GTS, to a third party chosen at his discretion. The Buyer irrevocably consents to transfer by the Seller in each case of obligations arising from the Agreement to a third party chosen at his discretion.
2. The right to mutual deductions between the Parties, except for the non-disputable debts or receivables determined under a valid court judgement, shall be excluded.
3. Subject to the provisions of these GTS, any and all notifications or statements provided for by these GTS shall be made in writing to be valid.
4. In case of any interpretational doubts, the Polish version of the GTS shall prevail.
5. Any amendments to the Agreement shall be made in writing, otherwise being null and void.
6. The Seller shall notify the Buyer of any amendments to the GTS by providing him with the amended GTS. The Buyer shall be bound by the contents of the amended GTS from the time of the receipt thereof.