



## General Conditions of Sale

### 1. Scope of application

Unless otherwise agreed by the parties, legal and actual transactions between the Seller and the Buyer, including all offers, valuations, orders and their confirmations, agreements, transport, deliveries and other services shall be subject to these General Sale Terms & Conditions if such activities are performed between the parties.

In the scope determined above, no general sale terms & conditions or other terms & conditions of similar nature, being in force in the company of the Buyer, shall be applicable. Any amendments, supplementations and deletions of any provisions of these General Sale Terms & Conditions shall require for their validity written form duly signed by an authorised representative of the Seller.

### 2. Definitions

**'Affiliated Company'** shall mean a Polish or foreign natural person running business activity, legal person, organisational units not having legal personality as well as organisational units not being legal persons, which are granted with legal capacity by the Act, or another entity controlling Telko-Poland sp. z o.o. in a direct or indirect way or another entity, which is controlled by Telko-Poland sp. z o.o. independently or jointly with another company, regardless of the fact whether the relations are capital or personal.

**'Agreement'** shall mean an agreement or understanding, including the one concluded in oral or electronic form, relating to the Goods or services, concluded in particular between the Seller and the Buyer. In case of lack of the written Agreement, the Agreement shall be concluded if the order of the Buyer relates to the offer submitted by the Seller or if the Seller confirms the order placed by the Buyer.

**'Buyer'** shall mean every entity purchasing the Goods or service from the Seller.

**'Goods'** shall mean the entirety or a part of the products that have been sold or may be sold to the Buyer by the Seller.

**'Seller'** shall mean Telko-Poland spółka z ograniczoną odpowiedzialnością or any Affiliated Company being a party to the Agreement.

### 3. Offer

Unless otherwise indicated by the Seller in writing, all valuations and offers shall be valid for the period of maximum 30 days from the date of submission of the offer or performance of the valuation.

All documents and information provided by the Seller shall remain property of the Seller and may not be used by the

recipient for the purpose not being compliant with the one, for which they have been provided by the Seller.

The offer shall be prepared in EUR. Upon request of the Buyer, the offer may be presented in PLN and in such case the value of the Goods shall be converted from EUR into PLN according to the sale rate of Powszechna Kasa Oszczędności Bank Polski S.A. from the date of preparation of the offer.

### 4. Ownership title, transfer of risk

The Goods shall remain property of the Seller by the time of making of full payment for them.

The moment of transfer of the risk of loss or damage of the Goods to the Buyer shall be compliant with the agreed delivery terms.

Unless otherwise agreed by the parties, the quality of the Goods shall be determined solely by product specification (technical data sheet) presented by the Seller. In case when the Seller sells the Goods of other manufacturers, solely the goods specification of the given manufacturer shall be applicable.

### 5. Payment terms & conditions

Unless otherwise agreed by the parties, the payment term shall be 14 days from the date of invoice issuance. In case of a delay in payment, the Seller shall be able to claim the maximum interest from the due date of the payment to the payment date.

In case of delays in payments, the Seller shall be able to suspend realisation of the Agreement by the time of receipt of the full payment. In this case, the Buyer shall not be entitled to any claims for reimbursement of the incurred costs in connection with a delay in realisation of the Agreement by the Seller, including the costs incurred by the Buyer in relation to third party entities.

In case of lack of payment of the entire price or a part of the price for the Goods within 21 days from the due date, the Seller shall be able to withdraw from the Agreement in its entirety or in a part, at its discretion, unless the nature of the characteristics of the contractual relationship is opposed to it, on the basis of a written representation submitted to the Buyer. The representation of withdrawal from the Agreement may be submitted by the Seller within 3 months from the date of expiry of the time limit determined in the preceding sentence.



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### 6. Delivery

Realisation of partial deliveries shall be acceptable, unless otherwise agreed by the parties.

In case of a need of the Seller to postpone the delivery due to reasons attributable to the Buyer, the Seller shall be entitled to make the settlement according to the initially accepted arrangements and what is more, the Seller shall be able to claim reimbursement of costs due to suffered losses from exchange rate, costs of storage, losses connected with withdrawal of the Goods from use as well as other costs incurred in connection with the postponement of the delivery date.

### 7. Limitation of liability

The Seller shall not bear any liability towards the Buyer, apart from liability for a loss caused by the Seller due to intentional fault. In particular, the Seller shall not bear liability for lost benefits, including: for (i) lost profits, (ii) manufacturing losses, (iii) loss of usability, (iv) lost income, (v) lost contracts and possibilities, (vi) loss of reputation as well as any losses which occurred to the assets of the Buyer in connection with the sale of the Goods.

With consideration of the provisions specified above, the total liability of the Seller for the losses caused by it shall be limited to the net value of the sold Goods, for which the Seller has received the price.

With exclusion of the situations expressly determined in the Agreement and the situations, in which the mandatory rules of the Polish law shall be applicable, the Seller shall not grant any guarantee or statutory warranty in relation to the Goods or services. The Buyer shall bear full liability for performance of the necessary tests connected with the use of the Goods. The Seller shall not bear any liability for any material losses caused by the Goods or for any losses caused in connection with the use of the Goods.

The Seller shall be in no way liable for usability and fitness of the Goods for a specific purpose even if it is known to the Seller. The Seller shall not be liable for product defects, with exclusion of liability resulting from the mandatory rules of the law. The Seller assures only that the Goods will be compliant with its written product specification constituting an integral part of the Agreement.

The Buyer shall be obliged to perform control of the Goods received from the Seller upon transfer of the risk of loss or damage of the Goods to the Buyer, unless otherwise agreed

by the parties (quantitative control), under the rigour of loss of the right to notify them after this time.

The Buyer must notify the potential claims and complaints in the field of quality of the Goods (qualitative control) immediately, however not later than within 30 days from the date of transfer of the risk of loss or damage of the Goods to the Buyer, unless otherwise agreed by the parties, under the rigour of loss of the right to notify them after this time.

The Buyer shall indemnify the Seller in relation to any third parties against any damages and losses, for which the Seller shall not be liable towards the Buyer in compliance with the Agreement.

### 8. Transfer of the Agreement

The Buyer may not transfer the rights and obligations resulting from the Agreement without prior written consent of the Seller. The Seller may transfer the rights and obligations resulting from the Agreement without prior written consent of the Buyer. The Seller may use the subcontractors.

### 9. Amendment of the Agreement

Any amendments of the Agreement and of its appendices may be introduced solely in written form, under the pain of nullity, signed by properly authorised representatives of the Seller and the Buyer.

### 10. Force Majeure

The parties shall be relieved from liability for non-performance of their obligations resulting from the Agreement if these obligations are not realised due to occurrence of Force Majeure. The term 'Force Majeure' shall include - but not be limited to - *inter alia* such events as strikes, lockouts, interruptions in deliveries of electricity to the plant of the Seller, labour disputes, acts of God, fires, floods, other natural disasters, riots, military actions and governmental actions or changes in the law preventing conclusion of Agreements. The limitation of liability determined above shall be in force solely for the period of occurrence of the Force Majeure event. The Force Majeure events shall be the events beyond control of the given party, which occur after conclusion of the Agreement and which are not foreseeable at the moment of conclusion of the Agreement, as well as the effects, which cannot be eliminated without incurring of excessively high outlays in the form of costs and time by the given party. The party affected by operation of Force Majeure shall be obliged to



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take all reasonable steps and actions in order to limit and minimise the effects of this event.

The party claiming that it has been affected by operation of Force Majeure shall be obliged to notify the other party immediately in writing of the occurring interference as well as of discontinuation of the circumstance determined above.

Either party shall be able to withdraw from the Agreement on the basis of a written representation submitted to the other party in case when suspension of realisation of the Agreement due to occurrence of Force Majeure exceeds the period of 6 months, while the representation on withdrawal from the Agreement in such situation may be submitted within 6 months from expiry of the six-month period determined above. In such case, none of the parties shall bear any liability for the losses suffered by the other party in connection with a failure to observe the Agreement.

### **11. Withdrawal of the Buyer from the Agreement**

With exclusion of the provisions determined in the mandatory rules of the law, the Buyer shall not be entitled to withdraw from the Agreement.

### **12. Governing law, dispute resolution**

The Agreement shall be subject to and construed in compliance with the Polish law. The Finnish Sale of Goods Act 355/1987 and the U.N. Convention on Contracts for the Sale dated of 16 September 1988 as well as any legal act implementing this Convention shall not be applicable to the General Sale Terms & Conditions.

Any disputes not settled in an amicable way, resulting from or connected with the Agreement, violation of its provisions, its termination or validity, if not settled within 30 days from the date of notification of the violation to the other party, shall be settled by the Arbitral Tribunal operating at the Lewiatan Court of Arbitration in Warsaw, in compliance with the provisions of the Regulations of this Court being in force on the date of institution of the proceedings. The arbitration proceedings may be two-instance if so agreed by the parties before institution of the proceedings. In such case, each of the parties may lodge an appeal against the verdict issued by the Arbitral Tribunal in compliance with the Regulations of the appeal proceedings constituting Appendix V to the Regulations of the Court of Arbitration at the Confederation Lewiatan. The verdict of the Arbitral Tribunal shall be final. The place of the arbitration proceedings shall be Warsaw. The language of the arbitration proceedings shall be Polish.