

GENERAL SALES CONDITIONS  
valid from 01.04.2012

I. GENERAL PROVISIONS

1. These General Sales Conditions (hereinafter: **GSC**) are applicable to contracts of sales, contracts of supply and provision of services entered into by and between OE Industry spółka z ograniczoną odpowiedzialnością [*a limited liability company under the Polish law*] based in Cracow (address: Cracow 30-443, ul. J. Marcika 6), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Cracow Śródmieście in Cracow, 11<sup>th</sup> Business Division of the National Court Register under no. 0000416474, tax identification number NIP: 6793081225, statistical number REGON: 122544412, share capital: PLN 100 000,00 (hereinafter referred to as: „**OE Industry**”) whose subject matter are the products and services included in the business activity of OE Industry (hereinafter referred to as: “**the Product**” or “**the Products**”) and the contractors which are not consumers within the meaning of Article 22<sup>1</sup> of the Polish Civil Code (hereinafter referred to as: “**the Acquirer**”).
2. The GSC are an integral part of each contract and each order signed by OE Industry and the Acquirer.
3. The GSC are binding for both OE Industry as well as the Acquirer from the moment they are served or made available to the Acquirer before signing the contract: in writing or in an electronic form under Article 384 § 2 of the Civil Code.
4. The GSC are available at the OE Industry website at: <http://oeindustry.com/> and at the registered office: OE Industry sp. z o.o., 30-443 Kraków, ul. J. Marcika 6, which is communicated to the Acquirer before signing the contract.

5. The Acquirer upon signing the contract confirms that the GSC have been served or made available to it (therefore it is familiar with their content and expresses its consent for the application of their provisions as an integral part of each contract) or could have easily familiarized with their content.
6. In the case of signing further contracts by and between OE Industry and the Acquirer, the fact that these GSC have been served or made available upon signing the first contract and accepted by the Acquirer implies their acceptance and being binding for any further contract signed by and between the same Parties. This provision is applicable accordingly to the Acquirers which signed at least one contract with OE Industry before these GSC entering into force, from the day following the day on which they were informed about their content in one of the ways referred to in section 3.
7. In the case of discrepancies between these GSC and the provisions of a contract entered into in writing by the Parties, the provisions of the contract will prevail.
8. The provisions of rules of procedure, general terms and conditions of contracts or other sample contracts of the Acquirer which are incompliant with the provisions of these GSC are not applicable in the case of contracts signed with OE Industry, even if it does not communicate that it does not intend to sign a contract based on the provisions of such a sample contract. such provisions are applicable only if accepted by OE Industry in writing under the pain of nullity.

## II. ENTERING INTO A CONTRACT

1. The Acquirer submits by e-mail an order which specifies at least the kind (i.e., name and catalogue number) and quantity of the ordered Products, the business name, address and contact details of the Acquirer as well as the preferred time and method of delivery or collection of the Products (hereinafter referred to as: **“the Order”**). OE Industry also accepts the submission of orders by phone, subject to the provisions of the following section 3.

2. The contract is entered into the moment the Acquirer receives a confirmation of the acceptance of its Order by e-mail or by an automatic confirmation generated by the OE Industry system (hereinafter referred to as: **“the Confirmation”**). In the case of an obligation to pay an advance payment or to establish a security referred to in point III.5, the contract is entered into the moment OE Industry receives the advance payment or the security is established.
3. For the Orders submitted by phone, the data regarding the Order included in the Confirmation sent by OE Industry are binding. If they are incompliant with the Order, the Acquirer is obliged to correct them by e-mail within one working day from the service of the Confirmation, if otherwise, it will be deemed that it does not file any objections against the confirmed Order.
4. Even in the case of lack of Confirmation, a contract is also entered into the moment OE Industry starts to proceed the Order.
5. The objections of OE Industry regarding the submitted Order sent in the Confirmation are binding for the Acquirer, unless it files by e-mail its comments within two working days. The Acquirer’s comments are binding for OE Industry, if confirmed by e-mail.
6. The submitted Order is not binding for OE Industry, if it fails to send the Confirmation to the Acquirer or to start to proceed it.
7. The above provisions are applicable accordingly to the modification of the contract.

### III. CONDITIONS OF PAYMENT

1. The Acquirer undertakes to pay the price for the Products to OE Industry in compliance with the price list valid as of the invoice date plus the VAT tax to which OE Industry will add all other charges required under the civil law which

OE Industry is obliged to bear or charge the Acquirer with in connection with the contract (hereinafter referred to as: “**the Price**”). The costs of delivery of the Products may also be added to the Price. The final Price as well as the delivery costs (if not included in the Price) are determined in the Confirmation or in the course of individual negotiations between the Parties.

2. The Price and other payables for the benefit of OE Industry, among others the costs of delivery, should be paid under the terms and conditions specified in the contract or in the VAT invoice. Should the Parties fail to determine its terms and conditions, the due amounts are payable within 7 days from the VAT invoice date, with a bank transfer to the OE Industry bank account.
3. The Acquirer authorizes OE Industry to issue the VAT invoice without its signature.
4. In the case of the payment with a bank transfer, the payment day will be deemed the day on which the payment is accredited on the OE Industry bank account.
5. The Acquirer may be obliged to establish a security indicated by OE Industry or to pay an advance payment on account of the Price in the amount of at least 50% of the Price, unless the Parties agree a different amount. The performance of the above obligations will be a condition of the acceptance of the given Order. Should the Acquirer fail to perform them within the specified time limit, OE Industry will not be obliged to any provisions, but it will still be entitled to claim for damages, including for the compensation for the costs borne so far. The advance payment paid by the Acquirer will be accredited for the account of the Price.
6. The Price and other payables, among others the costs of delivery, as well as the advance payment are determined and payable in PLN. The Parties may also agree to accept the payments in foreign currencies at the previously agreed exchange rate.

7. Should the Acquirer delay with the payment of the Price and other payables, among others the costs of delivery, of more than 14 days (in words: fourteen), OE Industry will be authorized to suspend without any extra notice the execution of the Acquirer's other confirmed Orders whose time of execution will be extended accordingly of the time until the complete payment. Whereas in the case of the delay exceeding 40 days, OE Industry will be authorized to recede without any extra notice from the contract and to satisfy its due amounts from the advance payment or the security and to the remaining extend to claim damages under the general provisions.
8. If there are outstanding payments due from the Acquirer, each payment for the benefit of OE Industry will be accredited for the account of the payment with the earliest maturity, with the right to accredit it first for the account of the execution costs and the interests, no matter if the Acquirer specified which payment it intends to cover, also if the costs, interests and payables are due under more than one invoice.
9. The Acquirer is not authorized to deduct mutual claims against OE Industry, unless the claim is not challenged by OE Industry or has been confirmed with a legally valid court order.
10. Until the complete payment, the Products remain the property of OE Industry.

#### IV. CONDITIONS OF DELIVERY

1. The products will be delivered in the way determined in the Confirmation, in compliance with the specification made by the Acquirer in the Order. Should the Acquirer fail to specify the carrier, OE Industry has the right to choose the carrier which will deliver the Products at the risk of the Acquirer.
2. OE Industry accepts the following delivery methods: shipment of the Products to the Acquirer, collection in person from the OE Industry seat or

handing the Products to the indicated carrier with which the Acquirer signed for that purpose a separate contract.

3. In the case of shipment of the Products to the Acquirer, they are shipped at its risk. The cost of delivery may be included in the Price or be a separate payable due to OE Industry.
4. In the Confirmation an approximate time of delivery is specified. OE Industry will do its best to meet that time limit, subject to the provisions of the following section 7.
5. The time limit of delivery starts to lapse from the moment the Acquirer receives the Confirmation or – in the case of the Acquirer's obligation – from the payment of the advance payment or the establishment for the benefit of OE Industry of the requested security.
6. The time limit of delivery is deemed met, if within the specified time limit OE Industry states its readiness to hand the Products in its seat or hands the Product for the shipment to the selected carrier.
7. OE Industry is not liable for the delay, if it is caused by the circumstances beyond its control, including force majeure, a fault of the Acquirer or a third party. In such case the time limit of delivery is extended by the time of such circumstance.
8. In the case of an explicit refusal to collect the Products or a delay in the collection of the Products by the Acquirer or the selected carrier exceeding 14 days from the lapse of the time limit for the collection of goods, OE Industry is authorized to recede from the contract without a duty to indicate an additional time limit and to keep the received advance payment or to satisfy itself from the security. To the remaining extend it is authorized to claim damages to the full amount.

9. In the case of a delay in the collection of the Products, OE Industry is entitled to have the storage costs reimbursed in the amount of 1% of their net Price for each day of the delay. If the Products need to be stored by an external subject, OE Industry is entitled to have all storage costs reimbursed by the Acquirer.

## V. TRANSFER OF BENEFITS AND BURDENS

1. Upon handing the Products the benefits and burdens connected therewith and the risk of their accidental loss or damage are transferred to the Acquirer.
2. In the case of the shipment of the Products or their handing to the carrier indicated by the Acquirer, the moment of handing of the Products is deemed the moment of handing them to the first carrier. In the case of the personal collection by the Acquirer the moment of handing is deemed the day of the collection or the day on which OE Industry states its readiness to hand the Products, whichever occurs first.
3. In the case of the delay in handing the Products for which OE Industry is not liable, the benefits and burdens connected with the Products and the risk of their accidental loss or damage are transferred to the Acquirer on the day on which OE Industry states its readiness to hand the Products or on the day of the planned delivery, whichever occurs first.
4. The Acquirer is obliged to verify the compliance of the Product with the contract before receiving it or within 7 days from their delivery. The control may also be carried out by an authorized representative of the Acquirer. The Acquirer is obliged to inform OE Industry in writing or by e-mail about the identified defects or irregularities immediately, however no later than within 7 days from the occurrence of the above-mentioned events.

## VI. OBLIGATIONS OF THE ACQUIRER

1. After having signed a contract with OE Industry, the Acquirer has no right to recede from it, subject to the cases provided for in these GSC or in the binding provisions of law.
2. Should the Acquirer terminate the contract unilaterally or fail to execute it or execute it unduly, it will cover for OE Industry all the resulting damages, without any limitations, also with no limits with respect to their value.
3. The Acquirer does not acquire any industry property rights or any copyright y or in connection with the acquisition or delivery of the Products, including any right to copyright works, industrial designs, trademarks, patents, know-how connected with the Products.
4. The Acquirer undertakes to treat as trade secrets and as confidential all and any commercial and technical information concerning OE Industry, received in the course of commercial cooperation, unless such information is or will become commonly available with no fault of the Acquirer. In particular the plans, drawings and technical documentation provided to the Acquirer are the property of OE Industry and the Acquirer is not authorized to use, copy, reproduce or disseminate them.

## VII. CONDITIONS OF GUARANTEE

1. The conditions of guarantee granted by OE Industry covering the Products in sale are regulated by the General Guarantee Conditions available at: <http://oeindustry.com/> and in the registered office of OE Industry sp. z o.o., 30-443 Kraków, ul. J. Marcika 6.
2. In connection with the granted guarantee, the Parties discharge OE Industry from liability on account of warranty for defects (Article 556 and the following of the Polish Civil Code).

### VIII. Liability of the Contractor, force majeure

1. The occurrence of force majeure, extraordinary circumstances beyond any control of the Parties and which could not have been predicted at the moment of signing the contract and which seriously impede the performance of the contractual obligations or which may make their execution cause serious loss as well as the occurrences which seriously impede or make impossible to meet the contractual time limits, in particular such as the occurrence of blocs, strikes, industrial actions, fires, riots, acts of terrorism, natural disasters, armed conflict, martial law, modification of legal provisions or their interpretation, failures, problems with the energy supply – discharge OE Industry from liability for a failure to perform or undue performance of the obligations under the contract or these GSC.
2. Should the circumstances referred to in section 1 occur, the time limit for the execution of the contract (time of delivery) is extended, at least by the duration of the impediment.
3. The Parties undertake to inform each other in writing or by e-mail about the occurrence of the circumstances referred to hereinabove within 7 days from their occurrence or immediately as soon as that is possible and to specify the nature of the impediment, its foreseen duration and a new time limit for the execution of the contract.
4. Should the circumstances referred to in section 1 make the performance of contractual obligations impossible or if they last for more than 45 days, each Party may recede from the contract. In such case it will not be deemed that OE Industry failed to perform or unduly performed its obligations and the Acquirer may not claim damages or any other indemnity.
5. OE Industry on account of the contracts entered into with the Acquirer is liable only for the real damage caused due to an intentional fault or gross negligence by OE Industry or authorized persons acting on its behalf and limited up to the net price of the sold Products with which the failure to

perform or the undue performance of the obligation is connected. The liability of OE Industry for the loss of benefits and other indirect damage is excluded. Within the specified scope, also the possibility to claim damages on account of prohibited acts is excluded.

### IX. Solution of disputes

1. Any disputes connected with the execution of the contract will be solved by the ordinary court having territorial and substantive jurisdiction for the seat of OE Industry.
2. To the matters not provided for in the contractual provisions or these GSC the provisions of the Polish Civil Code shall apply accordingly.

### X. Processing of personal data

1. OE Industry is an administer of personal data provided by the Acquirer in the Order which is a natural person running a business activity.
2. The personal data are processed under the provisions of the Act as of August 29th, 1997 on the protection of personal data (Journal of Laws 2015.2135).
3. The personal data provided in the Order will be processed for the purposes and within the scope necessary for the correct execution of the contract. i.e., in particular in order to sign, execute, modify or terminate it or for the purposes of financial settlements.
4. The Acquirer has at any time the right to have unlimited access to the provided personal data, the right to complete and update them and to stop temporarily or permanently their processing or to remove them, if they are incomplete, outdated, not true or collected unlawfully or are not necessary for the purpose for which they were collected.

5. The Acquirer states and assures that the personal data provided by it are its data and that they are true.

## XI. Final provisions

1. The Acquirer may not transfer its rights and obligations under the contract entered into with OE Industry to a third party without a consent of OE Industry expressed in writing under the pain of nullity.
2. Invalidity or ineffectiveness of a contractual provision does not affect validity or effectiveness of other provisions. In such case in place of the invalid or ineffective provisions the respective provisions of law will be applicable.
3. All and any modifications of the contract need to be made in writing under the pain of nullity. Oral statements of OE Industry representatives are binding only if confirmed in writing under the pain of nullity.
4. Advertising materials, price lists, notices and other documents as well as any other statement made by OE Industry before signing a contract are only of informative nature, are not deemed a part hereof, do not determine any rights and obligations of the Parties hereto.
5. Should these GSC and the contract be drawn up in Polish and in a foreign language, the version in Polish is deemed authentic and in the case of discrepancies the version in Polish shall prevail.
6. OE Industry may modify these GSC. It will each time inform the Acquirer about the modifications, and their updated version will be published at: <http://oeindustry.com/> and made available in the OE Industry seat.
7. These GSC enter into force on 01.04.2012