

GENERAL GUARANTEE CONDITIONS

valid from 01.04.2012

1. OE Industry spółka z ograniczoną odpowiedzialnością [*a limited liability company under the Polish law*] based in Cracow (address: Cracow 30-443, ul. S. Marcika 6), entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Cracow-Śródmieście in Cracow, 11th 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**”) grants the guarantee for the supplied products, sold under the trademark OE Industry (hereinafter referred to as: the „**Products**”), under the terms and conditions specified in these General Guarantee Conditions (hereinafter referred to as: „**GGC**”).

2. The GGC are an integral part of each contract and each order signed by OE Industry and the Acquirer.

3. The GGC 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 GGC 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. S. Marcika 6, which is communicated to the Acquirer before signing the contract.

5. The Acquirer upon signing the contract confirms that the GGC 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 GGC 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 GGC 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. The guarantee is granted for:

- 24 months from the moment of the delivery of the Products to the Acquirer,
- 12 months from the date of the documented sale of the Product by the Acquirer to the final client, whichever of the two-time limit's lapses first.

8. The guarantee period starts to lapse upon the delivery of the Products. The Acquirer will be entitled to exercise its rights under the guarantee only after having paid the full price. However, the delay, whether faulty or not, in the payment does not affect the lapse of the guarantee period.

9. OE Industry is liable only for physical defects of the Products caused by the reasons lying in the sold Products, resulting in the incompliance of the Product with the manufacturer's specification. In particular, the guarantee does not cover the liability for the correct operation of the devices in which the products have been used. Also, OE Industry is not liable for any direct or indirect damages borne by the Acquirer in connection with a physical defect of the Products, in particular for a loss or damage of other equipment, downtimes, loss of benefits, profits or income, for the costs of substitute goods or travel expenses.

10. If the Acquirer identifies a defect, it is obliged to inform OE Industry about the defect immediately i.e. within 7 days since its identification, in writing or by e-mail. Should the defect not be reported within the time limit specified hereinabove, the guarantee expires.

11. Under the guarantee OE Industry may at its own discretion repair a Product or replace it with a Product free of defects.

12. Also, OE Industry may at its own discretion be discharged from the obligation under the guarantee to repair or replace a Product with a new one by returning to the Acquirer the equivalent of the paid Price.

13. The Acquirer may benefit from the guarantee, provided that it delivers to OE Industry a complete Product with a copy of the proof of purchase and a proof of sale and the Complaint Report correctly filled out, holding the Acquirer's signature and official stamp, date of sale, name and catalogue number of the Product and a confirmation with the stamp of the plant which provides the service of assembly of the Product in a vehicle.

14. The Acquirer is obliged to deliver the Product under the guarantee to OE Industry in the original packaging or in a substitute packaging which guarantees safe transport and storage conditions, marked with a label "Glass. Handle with care!" to create the same conditions as those guaranteed in the original packaging.

15. The cost of the shipment of the Product in connection with the execution of the guarantee may be borne by OE Industry, if all the conditions are jointly met:

- this is previously agreed with to OE Industry;
- the parcel is shipped with a courier agreed with OE Industry;
- the Product is secured in compliance with the provisions of section 14.

16. The shipments which do not meet the conditions specified in section 15, in particular if they are sent at the expense of OE Industry without its agreement, will not be accepted.

17. The Product may also be delivered and/or collected from OE Industry in person, if so agreed.

18. OE Industry verifies if the complaint is grounded by ordering an expert opinion. OE Industry will do its best to have its findings within 14 working days since the day of

the delivery of the Product under complaint with a complete set of documents specified in section 13 hereinabove. However, the time limit may be extended by an additional justified period of time necessary to examine the Product.

19. Should the expert opinion identify the reported defects; OE Industry will do its best to complete the repair or replacement of the Product under the guarantee within 30 days from the day of the expert opinion. This time limit may be extended by an additional justified period of time in the case of logistic or of a different nature impediment such as e.g. the delay of sub-suppliers or a necessity to import spare parts from abroad.

20. Should the expert opinion prove that the Product is fully operative, the Acquirer will be charged with a diagnostic fee of PLN 100 + VAT and the costs of the transport of the goods to and from OE Industry.

21. The Acquirer will be immediately informed about the expert findings in writing or by e-mail.

22. The guarantee period specified in section 7 will be automatically extended by the time of the repair or replacement of the Product.

23. The repairs of the Product are the essential repairs under Article 581 § 1 of the Polish Civil Code, which make the guarantee period run anew, only if their net value is equal to or higher than 90% of the Product value.

24. The guarantee does not cover the cases where the Acquirer carried out on its own or via other subjects any repairs or modifications to the Product with respect to the reported defects.

25. The guarantee is excluded, if the cause of the defect does not lie in the sold Product, in particular in the following situations:

- improper transport, storage and use of the Product,
- use of the Product incompliant with its purpose, technical parameters or user guides, technical expertise or good practice, including excessive exploitation, faulty assembly/disassembly of the parts,
- any mechanical or chemical damages caused by external factors,

- cleaning or maintenance of the Product in an incorrect manner, if the defect is caused by external chemical, mechanical or thermal factors.

26. These GGC are simultaneously a guarantee document.

27. The Parties discharge OE Industry from liability on account of warranty for defects (Article 556 and the following of the Polish Civil Code).

28. Within the scope not regulated herein, the provisions of the General Sales Conditions of OE Industry shall apply accordingly, in particular points VIII-XI.

29. These GGC enter into force on 01.04.2012