

GENERAL TERMS OF SALE, DELIVERY AND SERVICE

TIOMAN

*Spółka z ograniczoną odpowiedzialnością Spółka komandytowa
with the registered office in Ostaszewo 57E, 87-148 Łysomice*

entered in the Register of Businesses of the National

Court Register with the reference number KRS 0000392670, kept by the District Court in Toruń, 7th Commercial Division of the National Court Register,
NIP (Tax ID) 879-20-50-063

PREAMBLE

- These General Terms of Sale, Delivery and Service (GTSDS) describe the principles governing the execution of agreements for the sale, delivery and services offered by TIOMAN Sp. z o.o. Sp. k.
- The Parties shall be bound by these Terms in all subsequent transactions regardless of their subject.
- In these GTSDS, the Buyer/the entrepreneur shall also mean the customer or the client.
- Goods offered under these General Terms by TIOMAN Sp. z o.o. Sp. k. are products, equipment and services.
- These General Terms of Sale, Delivery and Service, hereinafter also referred to as 'GTSDS', are an integral part of all agreements for the sale, delivery and services made with TIOMAN Sp. z o.o. Sp. k. unless the Parties decide otherwise in writing. Buyer's refusal to accept these GTSDS shall be invalid unless made in writing and delivered to TIOMAN Sp. z o.o. Sp. k.
- These General Terms of Sale, Delivery and Service are communicated and presented to the Buyer for approval as an annex to agreements and orders placed by the Buyer and are available on www.tioman.pl
- If the Buyer maintains permanent business relations with TIOMAN Sp. z o.o. Sp. k. and accepts these General Terms of Sale, Delivery and Service on one occasion, it shall be regarded as an approval governing all subsequent orders and agreements for the sale, delivery and services.
- The Buyer shall not be entitled to make any notice of offset against TIOMAN Sp. z o.o. Sp. k.
- No complaint shall give the Buyer the right to withhold payment for any or all products or services.
- Prices specified in an order confirmation or agreement shall be fixed provided that the prices of raw materials, materials, labour or other costs are not subject to any significant change. All prices are quoted net of value.
- The date of payment shall be the date on which funds are credited to the bank account of TIOMAN Sp. z o.o. Sp. k. In the event of a delay in payment, the Buyer shall pay late payment interest on terms and at rates as defined in legal provision.

DUE DATE

The due date for payment of goods or services is calculated on the basis of the invoice issue date. The due date agreed by the Parties shall be included on each invoice issued by TIOMAN Sp. z o.o. Sp. k.

Additionally, TIOMAN Sp. z o.o. Sp. k. may make the execution of an order conditional on the provision of a guarantee of payment or prepayment for goods or services ordered. If the Parties agree on payment in installments and payment of any installment is delayed, the balance shall automatically become due immediately.

DELAY IN PAYMENT

If an amount due under an invoice is not paid by a specified date, TIOMAN Sp. z o.o. Sp. k. shall be entitled to:

- A) charge late payment interest at the current statutory interest rate,
- B) demand immediate payment of all invoices which are before the due date,
- C) require payment from the Buyer prior to the date of issue of goods or performance of a service as defined in other orders which have already been accepted for fulfillment.

No transfer of rights to any amounts due under agreements signed between TIOMAN Sp. z o.o. Sp. k. and the Buyer under the GTSDS onto third parties shall be valid unless previously approved by Tioman Sp. z o.o. Sp. k. in writing.

RETENTION OF TITLE TO GOODS SOLD

TIOMAN Sp. z o.o. Sp. k. retains the title to goods issued until payment of the full price by the Buyer. This retention may in no way modify the provision defining "The transfer of risk and acceptance".

In order to enable identification of goods, the Buyer agrees not to remove characteristic markings from goods until payment of the full price. Resale or any transformation of goods concerned is prohibited.

In the Buyer sells, transforms or refuses to issue goods concerned to TIOMAN Sp. z o.o. Sp. k., it will be required to pay to TIOMAN Sp. z o.o. Sp. k. liquidated damages of 200% of the value of goods.

The Buyer shall maintain goods concerned without deterioration which means, in particular, that goods must be properly stored and maintained in accordance with technical requirements.

The bidding documents of TIOMAN Sp. z o.o. Sp. k., in particular such as illustrations, drawings and dimensional information, are approximate and non-binding and as such they shall not be regarded as technical documentation (especially dimensions given in such documents or cost estimates do not qualify as technical specifications).

Goods and any related cost estimates, drawings and bidding documents delivered by TIOMAN Sp. z o.o. Sp. k. are protected as defined in laws protecting economic transactions and intellectual property rights.

Cost estimates, drawings and bidding documents are the property of TIOMAN Sp. z o.o. Sp. k. and must not be made available to third parties without the written consent of TIOMAN Sp. z o.o. Sp. k. They shall be immediately returned to TIOMAN Sp. z o.o. Sp. k. if no order is placed.

SCOPE OF SALE, DELIVERY OR SERVICES

The scope of delivery shall be defined on the basis of an order placed by the Buyer. No additional arrangements (beyond the scope of the order) shall be valid unless approved by the Parties in writing.

Additional goods, equipment and services shall be delivered on the basis of separate written arrangements defining in particular the price, method of delivery/acceptance and transport of goods and equipment, method of execution/acceptance of service, and any other contractual terms.

TIOMAN Sp. z o.o. Sp. k. reserves the right to execute partial deliveries or services in batches and on dates defined by TIOMAN Sp. z o.o. Sp. k.

ORDERS

Orders shall include the following elements and the name of the entity, exact address of the party placing the order, the number and place of entry in a business activity register (or a printout from the database) or the National Court Register number, reference to any offer by indicating, as a minimum, its date and number, description of goods being ordered with a reference to the sales description, goods delivered previously, to a specific service, in accordance with codification or definition provided by TIOMAN Sp. z o.o. Sp. k., dates, place and terms of issue/delivery of goods, place and terms of execution of a service and the tax identification number (NIP). This requirement does not apply to Buyers that had already submitted such documents to TIOMAN Sp. z o.o. Sp. k.

The Parties make an agreement on terms specified in an offer of TIOMAN Sp. z o.o. Sp. k. upon the acceptance by TIOMAN Sp. z o.o. Sp. k. of Buyer's order placed personally or by means of direct communication. Electronic orders are binding for TIOMAN Sp. z o.o. Sp. k. if they are confirmed within three days from receipt from the Buyer.

Orders should be placed no later than on the date of validity of an offer from TIOMAN Sp. z o.o. Sp. k. Any amendments to provisions included in this section must be approved by the Parties in writing or otherwise they shall be null and void.

SALE, DELIVERY AND SERVICES (DATE OF EXECUTION)

The date of sale, delivery or service indicated by TIOMAN Sp. z o.o. Sp. k. in a written order confirmation shall be binding for both Parties. If the order confirmation from TIOMAN Sp. z o.o. Sp. k. does not expressly define a date, then the date shall be regarded by the Parties as approximate.

Any amendments to a placed order shall be made in writing and sent by fax and registered letter to TIOMAN Sp. z o.o. Sp. k. within 3 days from sending the original order or otherwise they shall be ignored by TIOMAN Sp. z o.o. Sp. k.

Buyer's failure to perform the activities required by TIOMAN Sp. z o.o. Sp. k. in order to execute any sale, delivery or service, in particular customer's failure to provide documents required by TIOMAN Sp. z o.o. Sp. k. and Buyer's failure to make an advance payment by a specific date, shall result in a suspension of contractual time limits for TIOMAN Sp. z o.o. Sp. k. until performance of specific activities by the Buyer or withdrawal from the agreement by TIOMAN Sp. z o.o. Sp. k. In any event, TIOMAN Sp. z o.o. Sp. k. may seek compensation for the damage arising from Buyer's delay.

The time limit for any sale, delivery or service shall be regarded as complied with by TIOMAN Sp. z o.o. Sp. k. if goods are dispatched from the warehouse of TIOMAN Sp. z o.o. Sp. k. before the agreed date of delivery or readiness for dispatch was notified at the latest on the last day of such period, or if readiness to perform works/services is notified at the latest on the last day of a period specified by the Parties for the execution of a service.

If the dispatch or acceptance of goods or services is delayed for reasons attributable to the Buyer, sending a notice of readiness for dispatch or acceptance of goods/services before the expiry of the agreed time limit for delivery/service shall be regarded as complying with the time limit for delivery or service which is mandatory for the Parties.

In cases of force majeure or any other events which obstruct dispatch or execution of services, the time limit for delivery or execution of services/works shall be extended accordingly.

TRANSFER OF RISK AND ACCEPTANCE

Risk of accidental damage to or loss of goods as well as benefits and burdens related to goods shall transfer to the Buyer upon the issue of goods from the warehouse or delivery to the carrier/forwarder, depending on accepted delivery terms.

If the Buyer finds a difference between goods actually delivered and goods specified in transport documents or any damage to goods upon receipt of goods from the carrier, the Buyer shall immediately enter its reservations in the carrier's copy of the consignment note or specification of goods.

These activities are meant to establish the principles and scope of the possible liability of the carrier. Buyer's failure to satisfy the above obligations shall be tantamount to resignation from its rights under statutory warranty for physical defects in the event of damage to goods or acceptance of a modification of the contract with respect to designation of the subject matter of the contract and the contractual price in the event of differences between goods delivered or quantity thereof and goods entered in the consignment note or specification.

If the Buyer receives goods using its own means of transport, benefits and burdens related to goods and the risk of accidental loss or damage to goods shall transfer to the Buyer upon the issue of goods at the warehouse of TIOMAN Sp. z o.o. Sp. k. The person receiving goods on behalf of the Buyer should have a written authorisation issued by an authorised representative of the Buyer.

Upon receipt of goods, the Buyer shall immediately verify the quantity and quality of goods, no later than within 7 days from the date of delivery. The Buyer shall accept services performed which Tioman Sp. z o.o. Spółka komandytowa delivers in accordance with the order placed.

At the request of Tioman Sp. z o.o. Spółka komandytowa, the Buyer shall accept services/works performed in parts. Acceptance shall be followed by payment of an appropriate part of the remuneration provided that the agreement between the Parties does not specify otherwise.

LACK OF POSSIBILITY TO PERFORM THE AGREEMENT

TIOMAN Sp. z o.o. Sp. k. shall not be held liable in the issue of goods or performance of a service is impossible (e.g. due to the operation of force majeure) or delayed for reasons beyond its control. TIOMAN Sp. z o.o. Sp. k. shall immediately notify the Buyer of the reasons of any delay in delivery or service unless the circumstances make it impossible to provide such a notice.

If the delay relating to a sale and delivery agreement exceeds 30 days, both Parties are entitled to withdraw from the agreement without any right to claim damages. If the agreement provided for the issue of goods in batches, the withdrawal shall apply only to the delayed part of the performance, excluding performance to be delivered at a later date.

LACK OF ACCEPTANCE OF GOODS OR REFUSAL TO ACCEPT

If the Buyer does not accept goods or refuses to accept goods by a specified date, TIOMAN Sp. z o.o. Sp. k. is entitled to put such goods in a warehouse at the risk and expense of the Buyer and claim a refund of the cost of transport.

The Buyer shall accept goods by an agreed date. If TIOMAN Sp. z o.o. Sp. k. puts goods in a warehouse following Buyer's non-acceptance of goods or refusal to accept goods by an agreed date, the Buyer shall pay TIOMAN Sp. z o.o. Sp. k. a net (storage) fee of 5 (five) zloty per day of storage.

The Buyer does not have the right to refuse to accept goods. Refusal to accept goods may be reasonable only if the characteristics or technical parameters of goods obviously and significantly deviate from those specified in the order. It is assumed that characteristics or technical parameters obviously and significantly deviate from those specified in an order if, due to such deviations alone, it is impossible to use or employ goods delivered for purposes for which goods ordered are normally used.

PAYMENT AND PRICE

Unless otherwise agreed by the Parties, goods or services shall be invoiced at prices prevailing on the date of delivery or making goods available to the Buyer or executing services/works. Prices defined in price lists sent to the Buyer are binding until a change is notified in writing by TIOMAN Sp. z o.o. Sp. k. Prices defined in price lists do not include VAT.

Unless otherwise agreed, prices of the warehouse of TIOMAN Sp. z o.o. Sp. k. based in Ostaszewo apply (with respect to sale and delivery).

If a delay in the receipt of goods from the warehouse of TIOMAN Sp. z o.o. Sp. k. exceeds two weeks from the date of making goods available to the Buyer or the Buyer refuses to accept goods, TIOMAN Sp. z o.o. Sp. k. shall be entitled to withdraw from the agreement or sell goods at the risk and expense of the Buyer.

If goods are not received on time, the Buyer shall redress any damage incurred by TIOMAN Sp. z o.o. Sp. k., in particular by covering any related costs.

WARRANTY TERMS

TIOMAN Sp. z o.o. Sp. k. hereby provides a warranty for goods and equipment sold and delivered and for services performed.

The warranty provided by TIOMAN Sp. z o.o. Sp. k. shall be valid for 12 months from the date of issue, delivery or assembly of goods unless a longer period is specifically defined in the warranty or warranty document.

The Buyer agrees to immediately verify goods, equipment or services received for any possible defects.

A warranty claim in respect of goods and equipment sold and delivered or services performed shall be made by completing a warranty document available on www.tioman.pl or providing a proof of purchase and submitting a written complaint.

Operating manuals, warranty terms and assembly instructions for all product groups are available on www.tioman.pl.

Quality complaints can be made as follows:

A) complaints due to errors in the loading of goods: on the day following the unloading of goods/receipt of goods from the carrier at the latest;

B) complaints due to damage caused in transport: on the day of receipt of goods from the carrier at the latest.

Quality complaints about apparent defects shall be lodged with TIOMAN Sp. z o.o. Sp. k. within 7 calendar days from the issue or delivery of goods or the execution of a service at the latest.

The time limit for addressing Buyer's claim made under the warranty is 14 business days from the date of lodging a complaint with TIOMAN Sp. z o.o. Sp. k. If addressing the complaint requires the involvement of the manufacturer, in particular due to a need to send goods to the manufacturer, the time limit for addressing Buyer's claim under the warranty shall be extended by the time required to inspect goods sold. In such an event, the Buyer shall be individually notified of the time limit for addressing a warranty claim. This applies also to services.

If a complaint is found to be justified, TIOMAN Sp. z o.o. Sp. k. may, at its own discretion, remove the defect, replace goods with new products which are free from defects or agree on appropriate compensation. Addressing a complaint as described above excludes the possibility to claim any additional compensation. With respect to services, TIOMAN Sp. z o.o. Sp. k. shall remove the defect within an appropriate time limit agreed by the Parties and if it is impossible to remove defects, the fee shall be ultimately reduced.

The Buyer is not entitled to remove defects on its own or have them removed by third parties unless approved by TIOMAN Sp. z o.o. Sp. k. or otherwise it will lose its rights under the warranty. The approval shall be invalid unless given in writing.

Under the warranty provided herein, TIOMAN Sp. z o.o. Sp. k. agrees to remove physical defects from goods or equipment purchased or replace them with new items which are free from defects if defects become apparent during the warranty period.

Goods or equipment purchased shall be replaced with new ones which are free from defects if TIOMAN Sp. z o.o. Sp. k. determines that defects in goods or equipment are impossible to remove.

TIOMAN Sp. z o.o. Sp. k. shall not be held liable for damage caused during the unloading of goods or equipment.

TIOMAN Sp. z o.o. Sp. k. shall not be held liable for damage caused by an inappropriate operation of goods or equipment (or an object created as a result of performance of a service), or Buyer's storage of goods or equipment, or for third-party errors in performance or design.

The warranty does not cover:

A) damage to equipment caused by the user following the operation of goods or devices (or objects created as a result of performance of a service) in an inappropriate manner or not in accordance with the operating manual. This applies also to assembly, installation and maintenance;

B) damage to goods or equipment (or an object created as a result of performance of a service) caused by operation not in accordance with the intended use, in particular by

failure to comply with the operating manual or warranty terms attached;

C) damage to goods or equipment (or an object created as a result of performance of a service) caused by applying inappropriate consumables, or damage resulting from repairs carried out by unauthorised persons;

D) alterations or design changes made by unauthorised persons.

The warranty shall be binding upon TIOMAN Sp. z o.o. Sp. k. towards the first Buyer only. TIOMAN Sp. z o.o. Sp. k. is entitled to require delivery of a malfunctioning part to a place indicated in the warranty at the expense of the guarantor.

Technical disputes shall be governed by manufacturer standards, if any are specified for the performance of sale, delivery or service agreements by TIOMAN Sp. z o.o. Sp. k.

By accepting this complaint procedure, the Buyer waives its right to set-off its claims.

Matters relating to the liability of TIOMAN Sp. z o.o. Sp. k. for defects of goods and equipment sold and delivered or defects of objects created as a result of a service shall be governed, respectively, by provisions of the Civil Code on statutory warranty for physical and legal defects, with reference to provisions of this part of the GTSDS, i.e. Warranty Terms.

If TIOMAN Sp. z o.o. Sp. k. provides a warranty for more than 24 months, the Buyer agrees to carry out periodical inspections at TIOMAN Sp. z o.o. Sp. k. The Buyer shall notify TIOMAN Sp. z o.o. Sp. k. of the intended date of inspection at least once a year and at least 14 (business) days in advance.

If periodical inspections are not carried out at TIOMAN Sp. z o.o. Sp. k., the warranty shall expire automatically on the day of a scheduled inspection.

In the event of periodical inspections, TIOMAN Sp. z o.o. Sp. k. shall charge the cost of travel to the site of inspection (based on the distance from the registered office of TIOMAN Sp. z o.o. Sp. k. to the site of inspection and back, at PLN 1.50 per kilometre).

The liability of TIOMAN Sp. z o.o. Sp. k. for damage sustained due to defects in goods, equipment or objects created as a result of performance of services shall be limited only to actual loss caused to goods alone. Any other liability, including the liability for loss of profits, is hereby excluded.

The warranty covers only defects caused by reasons inherent in a product sold and delivered or a service performed. Otherwise, the Buyer that requires TIOMAN Sp. z o.o. Sp. k. to remove defects in a product sold and delivered or a service under warranty shall reimburse costs incurred by TIOMAN Sp. z o.o. Sp. k., in particular the cost of travel and labour (in accordance with the price list submitted).

If any provisions of these GTSDS become invalid as a result of amendment of statutory regulations, the other provisions shall remain in full force and effect.

FORCE MAJEURE

Performance of the agreement shall be suspended for the period of force majeure.

Force majeure is understood as a natural disaster, industrial disaster, riots, conscription, war, strike, disturbance in the operation of railway, air, waterway and road transport, if it can be demonstrated that such events affect the manufacture, dispatch or performance of a service. Difficulties in the procurement of materials or labour shortages cannot be regarded as examples of force majeure.

The Party affected by force majeure shall notify the other Party to the agreement within 7 days by telephone or fax of the emergence of force majeure and the date of resuming normal operations after removing the consequences of force majeure.

If, as a result of force majeure, one Party to the agreement is unable to meet its contractual obligations within 6 months or another agreed period, the other Party has the right to terminate the agreement immediately by registered letter.

Suspension of performance of this agreement means that the right to file claims for delays or non-performance is excluded.

Even though immediate termination of the agreement means that the right to file claims for delays or non-performance is excluded, the scope of the agreement performed so far shall be immediately settled, at the latest after 14 days of cessation of force majeure conditions.

FINAL PROVISIONS

Unless expressly defined otherwise in the agreement, the place of performance of the agreement shall be Ostaszewo. The court competent to settle any disputes shall be the court of competent jurisdiction in Toruń.

The law governing agreements made with the customer on the basis of these GTSDS shall be the law of the Republic of Poland.

These GTSDS apply to agreements made between TIOMAN Sp. z o.o. Sp. k. and businesses.

The warranty provided by Tioman Sp. z o.o. Sp. k. does not exclude, limit or suspend Buyer's rights under regulations on statutory warranty for defects of goods sold. Matters not regulated in these GTSDS shall be governed mutatis mutandis by provisions of the Civil Code and consumer rights law (applicable to natural persons). If one or more of the above provisions prove ineffective, it does not affect the efficiency of the other provisions.

These GTSDS are effective as of 1 July 2016.