

## GENERAL TERMS OF SALE

ORWAT Filtertechnik – Spółka z ograniczoną odpowiedzialnością [limited liability company]

### General provisions

1. The below provisions are binding if there is no contrary, explicit regulation in the agreement concluded by and between the parties.
2. Sales (delivery) agreement is concluded in Mysłowice.
3. In these provisions the word Seller means ORWAT Filtertechnik Sp. z o.o., whereas Buyer means also the Orderer.

### Agreement performance

1. The goods shall be handed over at the Seller's seat.
2. Should the Buyer be obliged to submit a form including technical conditions (specification, composition of exhaust fumes, gas) to the Seller, it shall be deemed that the aforementioned document constitutes an integral part of the agreement. Should the Buyer not fill in the spaces of the form (lack of required data concerning components of exhaust fumes, gas), it is assumed that this component does not appear. It means that the Seller is not responsible for damage of the product caused by the influence of the component which has not been revealed.

### Time limits

1. If the Seller states that sale (delivery) dates cannot be met, he/she is obliged to immediately notify the Buyer about it. If the Seller overruns sale (delivery) date, the Buyer can entrust the third party with the performance of delivery at the cost and risk of the Seller only after prior establishment of additional sale (delivery) date by the parties and overrun thereof.

### Contractual payment (price)

1. Unless otherwise agreed by the parties, contractual payment (price) does not include costs:
  - of transport
  - of insurance for transport time.
2. If the Buyer makes default in the payment of price for delivered part of sold things, or if, due to his/her financial standing, it is doubtful whether the payment of price for part of things, which are to be delivered later, will take place within a time frame, the Seller can refrain from delivering further parts of sold things

appointing to the Buyer a seven-day time limit to secure the payment, and after ineffective overrun of the appointed date, he/she can renounce the agreement at any scope.

3. Unless otherwise agreed by the parties, amounts due because of invoices shall be paid by the Buyer by transfer to the Seller's account within 14 days from the date of receiving the invoice.
4. It is assumed that to the moment of payment of the price for goods, the ownership thereof is not transferred to the Buyer.

### Quality guarantee, complaints

1. If the Seller grants quality guarantee, the parties exclude his/her liability under warranty. Should there be no guarantee, Seller's liability under warranty is limited to actual damage and to the amount of contractual payment.
2. If the Seller grants quality guarantee, his/her liability under this is limited to actual damage and to the amount of contractual payment.
3. If the Seller granted quality guarantee, guarantee terms are set out in a separate document, which constitutes an integral part of the agreement.
4. If during acceptance procedure or during guarantee period, defects which cannot be removed are found, the Buyer can:
  - require the performance of defective part of subject of the agreement one more time, or
  - require that the actual damage be corrected to the amount of contractual payment.
 The rights mentioned above are mutually exclusive and exercising thereof may take place only once.
5. If during acceptance defects, which can be removed, are found or such defects are found during guarantee period, the Buyer can:
  - require that defects be removed within the time limit agreed with the Seller, or
  - require the reduction of payment for this thing adequately to the lost use value.
6. The Buyer is obliged to immediately inform the Seller in writing on a detection of a defect however, not later than within 3 days from the day of revealing thereof.

### Damages

1. The Parties agree that repairing a damage resulting from failure to perform or improper performance of the obligation by the Seller may take place by the Seller paying a contractual penalty in cases and at amounts set out below.
2. The Seller shall pay to the Buyer a contractual penalty:
  - for delay in giving back the thing stipulated in the agreement - amounting to 0.05 % of contractual payment for this thing for each day of delay,
  - for delay in removing defects found at acceptance or during guarantee period - amounting to 0.05 % of contractual payment for this thing for each day of delay, counting from the day agreed for defects removal.
 Total amount of contractual penalties cannot exceed 15 % of contractual payment.

### Other provisions

1. Any amendments to these provisions shall be introduced by a consent of both parties in writing in order to be valid.
2. The Polish Civil Code shall apply to the issues not stipulated herein. If the parties do not settle
3. disputes amicably, they will be settled by the court relevant as to the seat of the Seller.

