

General Export Sales Conditions UNIDEZ Sp. o.o.

General Provisions

These General Export Sales Conditions set out the standard rules for concluding contracts for the sale of products offered by UNIDEZ Sp. z o.o., called below the SELLER and apply to all quotations and sales, unless the parties agree otherwise.

Conflicting the BUYER conditions sales or reservations does not apply to the SELLER, even if not expressed clear opposition to such conditions or reservations.

Article 1. Prices and offers.

1.1. The prices specified in the offers, price lists, catalogs are based on delivery ex works, in accordance with the Incoterms 2010. Prices do not include tax and delivery costs.

1.2. Prices, offers, advertisements and other notices of goods offered by the SELLER are for informational purposes only and does not constitute an offer within the meaning of Article 66 paragraph 1 of the Civil Code.

1.3. The SELLER reserves the right to make changes without notice in the data, specifications of goods and their prices, included in all publications.

1.4. The SELLER shall make every effort to make all information and current prices offered assortment at the request of The BUYER, in writing addressed as a quotation.

1.5. Terms of sale are negotiated individually with BUYERS who are making transactions periodically and according to longterm contract.

Article 2. Intellectual property rights.

2.1. The SELLER retains the copyrights and all industrial property rights to all tenders, designed submitted, illustrations, drawings, trial models, programs, etc., unless the parties agree otherwise.

2.2. The rights listed in Article 2.1 remain the property of the SELLER, regardless of whether costs have been charged to the BUYER for their production. The relevant information may not be copied, used or shown to third parties without the SELLER's explicit prior consent. The BUYER will be liable to pay the SELLER a penalty for each instance of violation of this provision, to the amount of €20.000. This penalty may be demanded in addition to any compensation damages awarded by law.

2.3. The BUYER must return all data provided as meant in Article 2.1 on demand, within the period specified by the SELLER. If this provision is violated, the BUYER is liable to pay the SELLER a penalty of € 500 per day. This penalty may be demanded in addition to any compensation damages awarded by law.

Article 3. Purchase Orders.

3.1. Purchase Order must be submitted in writing, as INQUIRY, and specify:

1st full name, address and the BUYER Tax Number, contact telephone number

2nd range and number of the product

3rd amount and payment conditions

4th bearing the company stamp and signed by the person authorized to place orders on behalf of the BUYER.

- 3.2. The SELLER shall confirm receipt of an order in writing (e-mail, fax) within 24 hours.
- 3.3. The SELLER will inform about launching the received purchase orders in the day of impacting of advances on account or within 72 hours from confirmation of receipt of the order, unless the parties agree otherwise.
- 3.4. The SELLER will inform the BUYER about the rejection of the order or the impossibility of its implementation within 72 hours after confirmation of receipt of order. This notice is tantamount to withdrawal by the SELLER from all or part of the contract.
- 3.5. The SELLER may accept orders in whole or in part, due to unforeseen circumstances.
- 3.6. Cancellation of orders made and confirmed by BUYER shall be in writing, no later than next business day after receipt of order confirmation by the SELLER.
- 3.7. In special cases, the SELLER reserves the right to charge handling costs associated with canceling the contract. After receiving confirmation of receipt of the order the BUYER is obliged to pay a prepayment in the amount designated by the SELLER (on account the SELLER), unless otherwise specified.
- 3.8. The SELLER shall not be liable for the consequences of unfulfilled contract in accordance with the terms of the offer or order confirmation, if this is due to causes beyond the control of The SELLER.
- 3.9. The SELLER agrees to execute orders with diligence and in accordance with the procedures required by national and international trade.
- 3.10. BUYER will be informed of any events which have a significant impact on changes in the offer or the contract.

Article 4. Term of realization.

- 4.1. The term of the contract in each case is given in the confirmation of order receipt and, additionally, with information about the start of the production.
- 4.2. Time of realization is the time from the start of production until their completion and complete devotion to the disposal of the transport company on the basis of transport orders or a personal reception by the BUYER.
- 4.3. Term of realization does not include the time of delivery to the BUYER.
- 4.4. Term of realization of the ordered item according to the BUYER project or projects is determined between the parties individually.
- 4.5. Completion date is a certain day or week shipment.
- 4.6. When picking up the goods is delayed through the fault of the BUYER, the SELLER reserves the right to invoice the ordered goods with running term of payment and at the same time place the goods at the disposal of the BUYER in the SELLER warehouse or send goods to the BUYER headquarters at his cost.
- 4.7. The SELLER does not bear any responsibility for late delivery of the order by the shipping company and other carriers.
- 4.8. The SELLER reserves the right to withhold delivery of goods if the BUYER has payment arrears or did not pick up the goods ordered previously.
- 4.9. The goods remain the property of the seller until full settlement by the BUYER.

4.10. In the case of serious delay in delivery of goods through the fault of the SELLER, the BUYER shall have the right to withdraw from the contract is not executed for his part.

4.11. If the SELLER inability to provide was caused by force majeure, the BUYER is not entitled to claim for damages resulting from failure to perform or delay in performance of the contract.

4.12. The SELLER shall immediately notify the BUYER of events that led to the inability of correct performing the contract and delivery.

Article 5. Delivery.

5.1. The delivery based on EXW, Incoterms 2010

5.2. Prices do not include delivery costs, which the BUYER has to pay, unless otherwise specified.

5.3. The methods of delivery:

- the BUYER (or the person authorized to receives the goods on behalf of the BUYER) receives from UNIDEZ warehouse;

- the SELLER arrange transportation at the expense of the BUYER;

- delivery at the expense of the SELLER

5.4. All shipments will be delivered to the address given in the order.

Article 6. Terms of Payment

6.1. Payment can be made by the BUYER, or by a person designated by the BUYER or other company that works on behalf of the BUYER.

6.2. Unless otherwise agreed, there are the following forms of payment:

1st prepayment from 1% to 100% of the value of the goods ordered, the remaining amount to be paid in cash or bank transfer

2nd cash payment, when the BUYER picks up the goods from the SELLER warehouse

3rd transfer to the account of the SELLER.

6.3 The SELLER shall specify the date of payment in the order confirmation. Term of realization the order starts from the date on which prepayment arrived at the SELLER account.

6.4. Ownership of the goods passes to the BUYER at the time obtaining by the SELLER full payment for the goods, within the deadlines set by the SELLER (Conditional Sale - Art. 589 Civil Code).

6.5. If the BUYER fails to pay within a specified period, then the SELLER may (acc. to the SELLER discretion) enforce the claim through the courts, or pick up the goods delivered and unpaid.

6.6. The SELLER may also demand compensation if the goods have been worn or damaged, especially if the value of this commodity is lower than the amount paid, which the BUYER shall pay for the goods received.

6.7. If the BUYER shall default in payments under more than one invoice, the SELLER has the right to credit any payment made by the BUYER for any invoice in the first place on account of interest for the delay, then the oldest outstanding debts. This provision repeals the debtor powers referred to in article 451 § 1 CC.

6.8. Simultaneously, the SELLER reserves the right to compensation in respect of other receivables and liabilities, in accordance with the provisions of the Central Committee.

6.9. Application complaint does not entitle the BUYER to withhold payment for goods or a part thereof.

6.10. The BUYER agrees to immediate written notice to the SELLER of any change of its registered office or place of residence and correspondence address. No notification means that the service made to the addresses indicated in the contract or other trade agreements are considered to be effective.

Article 7: Retention of ownership and pledging.

7.1. After delivery, the SELLER remains the owner of the products for as long as:

- the BUYER fails or will fail in the fulfilment of the obligations stemming from this agreement or any similar agreements;
- the BUYER fails or will fail to pay for any work performed or to be performed under such agreements;
- the BUYER has not paid any claims arising from non-fulfilment of those agreements, such as compensation for damages, penalties, interest and costs.

7.2. As long as any objects are subject to retention of ownership, the BUYER may not encumber those objects in any way that exceeds the scope of the BUYER's ordinary activities.

7.3. Having invoked retention of ownership, the Supplier may retrieve the objects delivered. The BUYER must allow the SELLER to enter the place where those objects are located.

7.4. If the SELLER cannot invoke retention of ownership because the objects delivered have been subject to confusion, deformation or accession, the BUYER is obliged to give the newly formed objects in pledge to the SELLER.

Article 8. Warranties and claims.

8.1 The SELLER give 1 year warranty for goods purchased on the general principles according to manufacturers guarantees. Use of the product inconsistent with its purpose or the instruction manual, repairs and modifications on their own and damage the user's fault (eg failure to follow the load capacity of the element) are not subject to warranty.

8.2. In the event that a complaint be justified the SELLER undertakes to remove the defects of goods resulting from faulty construction or material defects or replace the goods for free from defects or reduce its value. the SELLER liabilities that result from this warranty is limited to an amount which does not exceed the total price of the product itself. Any warranty claims will be accepted by the SELLER at the time of full payment for goods delivered. Until the final complaint the BUYER is obliged to store the goods advertised in appropriate manner, preventing the possible damage or formation of gaps. Delivery costs of the goods under warranty shall be borne by the SELLER, however, by prior arrangement forms of delivery damaged goods. Delivery costs of goods for repairs after the warranty shall be borne by the BUYER.

8.3. The BUYER shall notify the SELLER immediately about any loss, damage or quantitative deficiency of the delivered products. Complaints must be made in the day of receipt the goods, in writing. The basis of recognition by the SELLER the above-mentioned shortcomings, as identified by the BUYER is a complaint protocol made on delivery day and signed by a representative of the BUYER and the shipper (carrier) or the SELLER. For damages resulting from carrying guilt the SELLER shall not be liable. The damage must be reported to the carrier performing service as a protocol signed in the presence of the person responsible for transport.

8.4. The SELLER shall have no liability for damages resulting from suspension of production, loss of profit or

indirect loss. In matters concerning the liability of the seller for defects in the sold goods, the provisions of the Central Committee of the warranty for defects in natural and legal persons.

Article 9. Privacy.

9.1 By accepting these General Sales Conditions UNIDEZ Sp. o.o. Urban Design of Sale the BUYER consents to the processing of personal data by the SELLER and entities acting on his behalf at home and abroad, in connection with the execution of contracts for the sale of goods offered by the SELLER and for marketing purposes related to the business by the SELLER business. The BUYER shall exercise all powers under the Act of August 29, 1997 on the Protection of Personal Data (Journal of Laws of 1997, No. 133, item 883. As amended.), In particular, he has the right insight into their own data