

GENERAL TERMS AND CONDITIONS OF DELIVERY AND GUARANTEE

DRABPOL SPÓŁKA JAWNA P. DRABCZYŃSKI I WSPÓLNİK

I. General conditions

1. General Terms and Conditions of Delivery and Guarantee (GTCDG) regard every transaction (especially deriving from contract of sale, delivery and contract for service) between the Buyer and the Seller relating to Goods and Products distributed/sold by Drabpol Spółka Jawna P. Drabczyński i Wspólnik (**Products**). Current list of Products can be found on www.drabpol.pl website_.

2. The Addressees of GTCDG:

a) **Seller** - Drabpol Spółka Jawna P. Drabczyński i Wspólnik with its registered office in Mykanów, Poland, Śląskie voivodeship, district Mykanów, Akacyjowa 24/26 street (zip: 42-233), National Court Register number KRS: 0000109358, REGON: 002749446, NIP: 5730105056

b) **Buyer** – business entity or person purchasing the Product for its own use or in order to resale the Product. These Conditions of Delivery and Guarantee should also apply to consumers, within the scope permitted by the law, especially by the Polish Civil Code and consumer protection rights. If any clause of this document becomes void, invalid or illegal, such provision shall be ineffective but shall not in any way invalidate or effect any other clause, Paragraph, section or part of this Document. In such situation, in relation to consumers, appropriate rules of law shall apply.

3. In the event of any conflict between this Document and Agreements between the Buyer and the Seller, the provisions of this Document shall prevail, unless Parties agreed otherwise in writing.

4. All agreements regarding terms of delivery and warranty must be confirmed by the Seller in writing to be binding, except as provided in provision 1.3.

5. In all matters not established in this Document or other Agreements between the Parties , the regulations of Polish Civil Code shall apply (Dz.U. z 2016 r. poz. 380 z późn. zm.).

6. All transactions mentioned in section I.1 above, shall be governed by Polish Law and Polish Civil Code(Dz.U. z 2014 r. poz. 101 z późn. zm.) and remain within the jurisdiction of Polish Courts

II. General Terms of Delivery

1. Orders should be placed by the Buyer in one of the forms described below:

a) in a written form, by filling out a form attached as appendix no. 1 to this Document. The form should be delivered to the Seller either to the address indicated in section 1.2.a , electronically to the email address indicated by the Seller (logistyka@drabpol.pl) or faxed (fax number 0048 34 366 01 02).

b) via email or fax. The order must include : type, model, quantity and other information necessarily to verify the order of the Product

c) by phone –(phone number indicated by the Seller) type, model, quantity and other

information necessarily to verify the order of the Product. The orders placed by phone will be documented in a form of written protocol.

2. The Orders placed according to section II.1 are subject to acceptance and should be verified by the Seller within 5 working days since the day the Order was received by the Seller. Within the term indicated above, the Seller should notify the Buyer (in a written from, via email or fax) about the acceptance of the Order/rejection of the Order / or the necessity to modify/complete the Order. Modified Order should be verified within the term indicated in first sentence above, counting from the day the modified Order was received by the Seller.

3. Upon acceptance of the Order, the Seller should notify the Buyer about the estimated time of Order processing according to the rules set below:

- a) instant orders (Items are in stock available for purchase) , 2-3 business days since the day the information about acceptance of the Order was sent to the Buyer.
- b) other orders (the Product needs to be delivered by the Producer) – delivery up to 3 business days since the Product is delivered to the Seller.

Estimated time of delivery might be prolonged for reasons beyond Buyer's control including but not limited to prolonging the time of delivery by the Producer or the duration of customs clearance process.

4. Unless Parties agree otherwise in writing, Products will be delivered in accordance with Incoterms® 2010 EXW (Ex-Works)

- a) Product is delivered when the Seller makes the product available for the Buyer in Seller's storage facilities.
- b) the Buyer covers costs of transport unless Parties agreed otherwise in writing
- c) if the Product is sent from Sellers storage facilities to the address indicated by the Buyer, the Seller chooses the carrier unless Parties agreed otherwise in writing. The Buyer covers the cost of transport.
- d) the risk of loss or damage to the goods is transferred from the Seller to the Buyer when the Goods are placed at the disposal of the carrier or delivered to the carrier. Once the goods are handed over to Carrier, the Carrier is responsible for any loss or damage as well as deficiency in quantity during carriage of goods including loading, unloading and transportation of the Goods. The buyer is not responsible for actions or omissions of the Carrier or Carrier's employees

5. If the Parties agreed that Product will be delivered to the address indicated by the Buyer, and Buyer does not indicate the address as previously agreed or the address does not exist, the Seller will deliver the Product to Buyers premises/ place of register.

6. The invoice should be issued and sent to the Buyer within 7 days from performing the contract by the Buyer.

7. Proof of delivery signed by the Buyer is a confirmation of delivering the goods to the Buyer.

8. The Buyer is obliged to inspect the Products for defects and damage immediately after delivery, in a manner typical of that used during delivery of ordered Product. The Buyer is especially obliged to inspect, whether the Product is in conformity with the order. Any complaint with respect to deficiency in quantity, non conformity of the type or model of the Product with the order or damaged package, must be notified to the Seller within 2 working days (e-mail: reklamacje@drabpol.pl fax: 0048 34 366 01 02).

If the Buyer fails to comply with the duty to inform the Seller of the defects within the time indicated above, the Buyer loses the right to rely on a lack of conformity and the Seller has no obligation whatsoever for or in respect of any defect described above. Seller is not liable for any loss or damages which occurred after delivering or handing the Goods over to the Carrier.

9. In case the Buyer notices any deficiency, lack of conformity or damages caused during the transportation, the Buyer is obliged to take all necessary actions in order to establish the liability of the Carrier such as for instance : notifying the Seller and filling in the damage protocol.

10. In case the Parties unquestionably mutually agree that the Seller is responsible for non conformity, deficiency or damages mentioned in point 7 above, the Seller is obliged to defect removal within 30 days from the day Seller's responsibility was mutually established. Under such circumstances the costs of defect removal will be incurred by the Seller .

III General Terms and Conditions of Warranty

1. Products mentioned in section 1.I above, provided by the Seller are covered by a guarantee offered by the Producer. Depending on the Product, the Producer is either the Seller or a third party (the Producer) which supplies the Seller with the Products or which is represented by the Seller. Therefore depending on the Product, the Seller might be acting as Representative of the Producer, Seller or Distributor of the Products delivered by the Producer.

2. Detailed terms and conditions of guarantee are described in the Guarantee Certificate issued by the Producer and delivered to the Buyer on the day the order was finalized. In case of lack of such Certificate or in relation to matters not covered by the Certificate, as well in relation to Products produced by the Seller, the Terms and Conditions of Guarantee are described in this Document (GTCDG) .

3. In case of lack of other provisions deriving from the Certificate mentioned in section III.2, guarantee will be valid for a period of 12 months, however no longer than 13 months from the day the Product was produced. The Guarantee will be valid from the day the Document mentioned in section II.7 was signed by the Buyer. The Guarantee is valid on the Territory of EU and Poland. Guarantee covers physical defects which occur and are duly notified before the expiration of the term of guarantee in accordance with this Document (GTCDG).

4. Physical defects are divided into:

- a) minor defects – covers all defects which do not fall into definition of major defect
- b) major defects – defects disabling normal use of the Product in accordance with the purpose of an Agreement or in accordance with intended purpose of the Product, significantly not complying with the typical qualities of the Product, significantly lowering the value of the

Product or significantly not complying with the Order. Major defect will also include unremovable defect.

c) unremovable defect- defect that cannot be fixed nor removed.

5. Upon discovery of a defect in the product, within the warranty period, the Buyer is obliged to notify the Seller within 2 days from the date of the disclosure of this defect, under pain of losing rights under a guarantee after this time. A complaint should be delivered in written form to the Seller to the address indicated in section. I.2.a, electronically to the email address: reklamacje@drabpol.pl or faxed (fax number 0048 34 366 01 02).

6. The complaint should contain: a product warranty card (if it has been issued by the Producer and delivered to the Buyer), serial number of the Product, proof of purchase (VAT invoice), detailed description of the defect along with an indication of its location and operation book / user card (if any appears with the device), containing information on inspections carried out on the device. Together with a complaint the Buyer should provide the Seller with the Product under complaint. In the absence of other written or electronic arrangements the Product under complaint should be delivered to: Drabpol Spółka Jawna P. Drabczyński i Wspólnik with its registered office in Mykanów, Poland, Śląskie voivodeship, district Mykanów, Akacyjowa 24/26 street (zip: 42-233). Delivery of the Product takes place at the cost of the Buyer, however the choice of the means of transport should take place so that the cost does not exceed the average market prices. If sending the Product to the Seller is not possible or significantly constrained, the Buyer should attach the photographic documentation to the complaint and then immediately agree with the Seller the date and place of the Product examination.

The inability to examine the Product under complaint within 7 days from the date of submitting the complaint for reasons attributable to the Buyer shall be regarded as a basis for a complaint rejection. If the complaint is accepted, the costs of sending the Product to the examination shall be returned to the Buyer.

7. The Seller is obliged to consider the complaint, within the warranty period, in accordance with points III.5 and 6 within 30 working days of receipt of all information referred to in point III.6 and examining the Product, if it is necessary to consider the complaint. Within the above mentioned time limit, the Seller informs the Buyer about the outcome of the complaint. The above mentioned time limit may be extended, if the Manufacturer requires to extend the time limit.

8. If a complaint is accepted, the Seller is obliged to remove the defect, and if its nature requires it, especially if the defect is irremovable, to deliver the Product that is free from defects. Realization terms of obligations in this regard are as follows:

a) in case of minor defects - within 7 working days counted from notifying the Buyer about admission of the complaint under the guarantee (in accordance with point III.7),

b) in the case of small defects, in the case spare parts need to be imported/ a Product from outside the Republic of Poland, or in case of sending the Product to the Manufacturer service - within the time limit in accordance with point III.3, counted from the notifying the Buyer about admission of the complaint under the guarantee (in accordance with III.7),

c) in case of significant defects - within 14 working days counted from notifying the Buyer about admission of the complaint under the guarantee (in accordance with point III.7),

c) in the case of significant defects, in the case spare parts need to be imported/ a Product from outside

the Republic of Poland, or in case of sending the Product to the Manufacturer service - within the time limit in accordance with point III.3, counted from the notifying the Buyer about admission of the complaint under the guarantee (in accordance with III.7),

The above mentioned time limit may be extended, if the Manufacturer requires to extend the time limit.

9. The warranty does not cover in particular:

- a) normal wear and tear of Products,
- b) defects arising as a result of force majeure or random events (eg. fire, explosion, flooding, lightning, voltage spikes, pollution, foreign bodies - which occurred due to external causes, not found in the Product),
- c) defects resulting from mechanical damage, i.e. falling, impact, crushing, as well as discoloration, splintering, dents and other aesthetic defects,
- d) using the Product in a manner that is inconsistent with its intended use or instruction manual, excessive use, negligence, improper storage, lack or improper maintenance, failure to perform periodic inspections in accordance with the manufacturer's or Seller's recommendations - the above mentioned circumstances result in the loss of warranty rights,
- e) defects resulting from arbitrary adaptations, alterations, repairs, disassembly, violations of seals or other protections of the Product or its parts and other unauthorized interference in the Product that are inconsistent with the instruction manual, made by the Buyer or any other person without a written authorization of the Seller or the manufacturer for the above-mentioned actions - if the above mentioned circumstances are found, the rights under the guarantee will be lost.

10. In the event there are no grounds for considering the complaint under the guarantee, in particular due to the lack of a defect, in cases not covered by the warranty, expiry of the guarantee period, loss of warranty rights – all costs of an unfounded complaint shall be charged to the Buyer.

11. These OWDiG do not exclude, limit or suspend the rights of the Buyer, resulting from the regulations concerning statutory guarantee for defects in the sold goods.

12. If Drabpol Spółka Jawna P. Drabczyński i Wspólnik is not a Manufacturer of the Product under complaint, the time limits for considering the complaint, replacement or repair of the goods may be extended, if the Manufacturer requires to extend the time limit.

13. Drabpol Spółka Jawna P. Drabczyński i Wspólnik shall not be responsible for the products that it does not manufacture or the operations of the manufacturer.