

# General Terms and Conditions | ARA Pneumatik

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## 1 DEFINITIONS AND GENERAL PROVISIONS

§1. The terms used in these General Terms and Conditions (hereinafter referred to as "Terms") shall be understood to mean:

- A) "Seller" - ARA PNEUMATIK L.T.M. Kościelniak Spółka Jawna with its registered seat in Wrocław (53-012) at 38 Wyścigowa Street, entered in the register of entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, VI Economic Department under KRS No. 0000078897, holding tax identification number NIP 8990017037, statistical number REGON 930249886.
- B) "Buyer" - a natural person, legal person or organizational unit without legal personality, to which the provisions on legal persons apply, conducting business or professional activity on their own behalf, as indicated in the "Order".
- C) "Goods" - products (goods or services) that are the subject of sale, under these Terms and Conditions or a separate agreement between the Seller and the Buyer.
- D) "Order" - a statement of purchase of Goods submitted to the Seller by the Buyer.
- E) "Offer" - a documented statement of the Seller, provided to the Buyer in response to his inquiry, constituting an offer within the meaning of Article 66 of the Civil Code.
- F) "Supplier" - an entrepreneur, within the meaning of the Law on Freedom of Economic Activity, who is obliged to deliver Goods to the Seller.
- G) "Parties" - the Seller and the Buyer.
- H) "Contract" - a contract for the sale of Goods, concluded between the Seller and the Buyer, based on the Offer and the Order with the Terms and Conditions.

§ 2 These Terms and Conditions shall apply to agreements concluded between the Parties, the place of performance of which shall be in the territory of the Republic of Poland. If, due to the place of performance of a contract concluded on the basis of these Terms and Conditions, it will be necessary

to apply regulations on export from the territory of the Republic of Poland, these Terms and Conditions will apply to the extent not excluded by such regulations.

§ 3. These Terms and Conditions shall apply to all contracts for the sale of Goods, concluded by the Parties, unless otherwise provided by mandatory provisions of law or individually agreed contract provisions.

§ 4 The invalidity or exclusion, including by contract, of any provision of these Terms and Conditions shall not render the remaining provisions of the Terms and Conditions invalid or excluded.

§ 5. In any event, the Buyer agrees that in the event of any discrepancy or conflict between its Terms and Conditions of Purchase and Delivery and the Seller's Terms and Conditions, only the latter shall apply. The absence of any objection, delivery or performance by the Seller shall not be construed as acceptance of the Buyer's Terms and Conditions.

§ 6. The Buyer, who places an Order with the Seller, thereby agrees to these Terms and Conditions.

§ 7. These Terms and Conditions shall apply to all contracts concluded in the future, and any subsequent changes to the concluded contracts - written or oral - shall require the written consent of the Seller.

§ 8. Cost estimates, quotations, sketches, plans, samples and other documents are provided solely for the purpose of concluding the contract and for the purpose of its eventual execution. All property rights and copyrights to the said documents are reserved by the Seller. They may not be made available to third parties without the Seller's written consent and must be returned or destroyed immediately upon the Seller's written request. Otherwise, the Buyer shall be liable to the Seller for copyright infringement caused by the use of the aforementioned documents.

## 2. CONCLUSION OF THE CONTRACT

§ 1. The Contract is concluded at the moment of receipt by the Buyer of confirmation of acceptance of the Order by the Seller or by delivery of the ordered Goods. The mere submission of the Order by the Buyer is not binding for the Seller, and the lack of confirmation of acceptance of the Order does not imply default acceptance of the Order by the Seller for execution.

§ 2. The Order may be placed by the Buyer electronically, in writing or in person. In the case of ordering electronically, it is allowed to submit Orders to any official e-mail address of the Seller, as well as directly in the Seller's computer system. Written orders may be placed by fax, courier service or postal delivery with acknowledgement of receipt. Oral orders can be placed only in person at the Seller's office, in the presence of the Seller's technical staff. The order so placed is recorded on special forms and must be signed by the Buyer in the presence of an employee of the Seller.

§ 3. The order should contain all the necessary data for its proper execution, in particular: Identification data of the Buyer; name, exact address, Tax Identification Number and for first time buyers REGON and number and place of entry in the business register or National Court Register, Offer number or exact specification of the ordered Goods, place and conditions of delivery of the Goods, delivery schedule, if any, delivery address of the original invoice if different from the company's registered office.

§ 4. Upon delivery of the Order, the Seller shall electronically confirm its receipt. The above confirmation does not mean confirmation of acceptance of the Order execution terms submitted by the Buyer if they contradict the Offer or the Terms and Conditions. The final terms of execution of the Order are confirmed by the Seller with a separate document - "Order Confirmation".

§ 5. The change of the terms of execution of the Order at the request of the Buyer may entail a change of the date of delivery and the price of the Goods.

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### 3. WITHDRAWAL FROM THE CONTRACT

§ 1. Subject to the other provisions of the Terms and Conditions, the Buyer may withdraw from the Contract within 3 business days after the Order is placed. Withdrawal shall be effective against payment of a deviation that covers the Seller's damage resulting from the withdrawal from the Contract.

§ 2. Withdrawal from the Agreement by the Buyer due to a delay in the delivery date of more than four weeks shall not result in the necessity of payment of a compensation.

§ 3. In the case of exercising the right of withdrawal referred to in § 1, the Buyer is obliged to pay the amount due for the services previously performed by the Seller and to reimburse the costs incurred by the Seller before the Seller received the statement of withdrawal. The costs incurred by the Seller include both the costs already incurred, as well as the costs, which the Seller undertook to incur towards third parties in order to properly perform the Contract, as well as the costs of taking action to terminate the performance of the Contract in connection with the withdrawal.

§ 4. The Seller may deduct the amount of the deviation from the amount of the advance payment made by the Buyer.

§ 5 For all costs associated with the withdrawal from the Contract, the Seller shall issue an appropriate invoice to the Buyer.

§ 6. In the event of the Buyer's failure to perform its obligations under the these Terms and Conditions and the Contract, the Seller shall have the right to withdraw from the Contract with immediate effect, unless the provisions of the Terms and Conditions or the Contract provide otherwise.

§ 7. Subject to mandatory provisions of law, the Seller shall not be obliged to the Buyer to repair any damage resulting from withdrawal from the Contract pursuant to § 6 item. 3.

### 4. PRICING AND PAYMENT

§ 1. The Seller undertakes to deliver the Goods to the Buyer in accordance with the "Order Confirmation" or in the absence thereof in accordance with the Contract on the basis of the Offer.

§ 2. The prices stated in the "Order Confirmation", the Agreement or the Offer are net prices in Polish zloty or Euros and do not include taxes, shipping, packaging and possible insurance.

§ 3. Prices expressed in foreign currency shall be converted on the invoice into Polish zlotys at the Bank Millennium exchange rate of the date of the invoice or the date of the proforma invoice (if any), subject to individual and confirmed arrangements with the Buyer.

§ 4. the Seller may oblige the Buyer to make an advance payment before acceptance of the Order for execution or before acceptance of the Goods. The amount of the advance payment depends on the value of the Order placed by the Buyer and constitutes a fixed percentage of the Order value.

§ 5. The moment of payment of the advance invoice or VAT invoice for the Goods shall be considered the moment when the indicated amount will be credited to the Seller's bank account.

§ 6. In case of delay of the Buyer with payment for the Goods, the Seller may charge interest at the statutory rate, as well as demand that the Buyer release the Goods for which payment has not been made.

§ 7 Non-payment of the Buyer's receivables within the agreed term entitles the Seller to discontinue deliveries of Goods from already accepted Orders and to terminate the concluded Contracts.

§ 8. Subject to mandatory provisions of law, the Seller shall not be liable for damages suffered by the Buyer as a result of the Seller's exercise of its rights under § 7 above.

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§ 9. the Buyer is obliged to compensate the Seller for the full amount of damage suffered as a result of the termination of the contract, including the costs associated with the collection of overdue receivables.

## 5. DELIVERY TERMS AND CONDITIONS

§ 1. Delivery of the Goods may be made by delivering them to the Buyer's premises or to the address indicated by the Buyer, or by picking up the Goods at the Seller's premises.

§ 2. The date of delivery of the Goods shall be each time agreed with the Buyer after clarification of all commercial and technical issues. However, the running of the delivery period cannot begin earlier than on the date of issuance of the "Order Confirmation" and not earlier than before the payment of any advance.

§ 3. The Seller shall be relieved of the obligation to deliver the Goods on the agreed date and may postpone it or withdraw from the Contract if the Buyer fails to meet his obligations or if an event occurs beyond the Seller's control that prevents the proper execution of the Contract. These events include both delay in delivery or refusal to deliver the Goods through the fault of the Supplier (in the absence of the possibility of entrusting delivery to another entity), as well as through the fault of acts of God, which include, but are not limited to: strike, lockout, obstacles to transport or supply of energy or raw materials, natural disasters, wars, revolts, rebellions, etc. The Seller shall notify the Buyer of the possibility of a delay in meeting the delivery date of the Goods as soon as possible.

§ 4. The deadline for delivery of the Goods is met if, at the latest on the date of expiration of the deadline, the Goods have been shipped or the Buyer has been notified of the possibility of receiving them.

§ 5. At the request of the Buyer, partial deliveries are made. The resulting additional costs shall be borne by the Buyer.

§ 6. The Buyer may take delivery of the Goods within 7 days of notification by the Seller, that the ordered goods are ready for collection or from the agreed date of collection without incurring additional charges for storage and protection of the Goods.

§ 7. The Buyer shall be obliged to pay all additional costs incurred by the Seller as a result of failure to collect the ordered Goods by the date specified in § 6 above. In particular, the Buyer shall be obliged to pay transportation and storage costs in the amount of 0.1% of the sales value for each day of storage.

§ 8. If the delay in receipt of the Goods exceeds 2 weeks or if the Buyer refuses to accept the Goods, the Seller shall have the right to withdraw from the Contract and sell the Goods to another customer.

§ 9. The Buyer is obliged to check the quality of the Goods upon delivery. The Buyer is obliged to notify the Seller within 3 working days from the date of delivery of loss, damage or quantity shortages in the Goods. The 3 working days clause does not apply to personal collection, at which delivery complaints should be reported immediately.

§ 10. The costs of transportation, insurance, payment of due taxes, fees and duties and other related costs shall be borne by the Buyer, unless otherwise agreed.

§ 11. The Seller shall not be liable for any loss, alteration or damage to the Goods caused during their transportation. Such damage does not entitle the Buyer to demand from the Seller substitute delivery (with Goods of full value), as well as compensation - which does not exclude his rights to claim compensation from other entities responsible for the damage.

§ 12. In the absence of special indications, the packaging is prepared by the Seller in accordance with the specifics of the Goods, the conditions of their transport and storage.

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## 6. OWNERSHIP AND RISK OF LOSS, DESTRUCTION OR DAMAGE TO THE GOODS

§ 1. The Seller reserves the right of ownership of the Goods until full payment of all amounts due under the Contract is made within the payment period agreed upon by the parties to the Contract.

§ 2. Upon release of the Goods, the benefits and burdens associated with the Goods are transferred to the Buyer, and in particular the risk of its accidental loss, destruction or damage.

§ 3. In the event that the Buyer does not collect or confirm the collection or delivery of the Goods to him, the risk of loss, destruction or damage to the Goods shall pass to the Buyer upon summoning the him by the Seller to collect the delivered Goods.

§ 4. The Buyer is obliged to do everything possible to protect the Goods from loss, destruction or damage.

§ 5. the Seller shall be entitled, and at the request of the Buyer and at his expense, obliged to insure the Goods for the period of transportation.

## 7. RESERVATION OF OWNERSHIP OF SOLD GOODS

§ 1. Ownership of the Goods shall be transferred upon payment by the Buyer of all amounts due under the contract.

§ 2 The filing of a bankruptcy petition of the Buyer shall entitle the Seller to withdraw from the Contract and demand immediate return of the delivered Goods.

## 8. WARRANTY

§ 1. The warranty period is 12 months and is calculated from the date of sale. The basis for notification of warranty repair is the purchase document.

§2. The Seller's liability for defects in the Goods under warranty, in connection with the warranty provided, is excluded.

§ 3. Under the guarantee, the Seller undertakes towards the Buyer to remove physical defects or to deliver Goods free of defects.

§ 4. In order to take advantage of the warranty, the Buyer is obliged to notify the Seller of a defect in the Goods within 3 days after the defect becomes apparent through available means of communication with acknowledgement of receipt.

§ 5 The warranty application should contain: identification data of the Buyer; name, exact address, name, surname and contact telephone number of the reporting person, identification data of the Goods complained of, number and date of the document of purchase of the Goods complained of, description of the defect of the Goods that occurred, conditions of disclosure of the defect of the Goods.

The Buyer is obliged to provide the Seller with all assistance to properly assess the defect and determine the manner of its removal - including the right to a post-fault site inspection.

§ 6. If it proves impossible to remove defects or replace damaged parts of the Goods, the Seller undertakes to refund the price paid for the defective Goods. In this case, the Buyer shall not be entitled to a claim for reimbursement of the cost of repairs, adjustments or replacements, when they have not been previously approved by the Seller. In particular, warranty rights do not include the Buyer's rights to claim reimbursement of lost profits due to the defect of the delivered Goods.

§ 7. The Seller shall be liable for defects that arise from the proper use of the Goods. In case of doubt, the proper use of the Goods is considered to be the general conditions for the operation of technical equipment and the conditions contained in the manuals, technical documentation of the Goods, data sheets or other documents supplied with the Goods.

§ 8. the Seller shall not be liable for damage or destruction of the Goods, if it occurred as a result of

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improper installation (except in the case of installation by the Seller) or incorrect operation understood as use in accordance with its intended purpose and performance of periodic inspections and maintenance.

§ 9. the Warranty does not cover the Goods in which repairs or modifications were made outside service points designated by the Seller, unless they were made with the prior consent of the Seller.

§ 10. the Warranty does not cover Goods which, even partially, have been manufactured from materials or to specifications provided by the Buyer.

§ 11. Warranty repair is not subject to damage caused by natural wear and tear of parts subject to wear and tear in less than the established warranty period, as well as damage caused by force majeure, disasters, floods, hurricanes, fires and other natural disasters beyond the control of the Seller.

§ 12 The guarantee shall expire if the Buyer fails to comply with its obligations under the under these Terms and Conditions and the Contract - in particular, in case of failure to make payment by the agreed date.

§ 13. In the case of delivery by the Seller of Goods that do not conform to the Agreement (non-conforming delivery), the cost of transportation of the returned Goods as well as the cost of transportation of the Goods delivered instead shall be borne by the Seller.

§ 14. In the event of a non-conforming delivery as referred to in § 13 above, the Buyer may demand, instead of the Goods conforming to the Contract, a refund of the price paid.

## 9.COMPLAINT PROCEDURE

§ 1. Unless otherwise agreed, the Buyer filing a claim is obliged to deliver the defective Goods to the Seller with full equipment and in packaging that guarantees protection against mechanical damage during transport, at his own expense.

§ 2. The Buyer is obliged to agree with the Seller on the date for processing the complaint and make the repair. The default period for completion of the complaint procedure is 20 working days from the date of receipt of the defective Goods. In particular, this period may be extended if it is necessary to import parts from abroad or if the repair requires sending the Goods to the manufacturer. The Buyer shall be entitled to withdraw from the Contract in the case of blatant and culpable by the Seller of the agreed time limit for repair or replacement of the Goods.

§ 3. At the request of the Buyer, repair of the Goods may, in justified cases, also take place at the place of installation. In such case, the service hours outside the Seller's premises and the cost of repair or replacement of defective parts will not be charged to the Buyer. However, he will be obliged to cover the cost of travel and accommodation.

§ 4. Only in emergency cases of danger to the safety of people or property of the Buyer or in order to avoid significant damage, the Buyer shall be entitled to have the Goods repaired or handed over to another entity for repair and to claim the resulting costs of repair from the Seller. About such situation the Buyer should immediately inform the Seller and obtain his consent.

§ 5. If it is determined that the warranty claim is unfounded - there are no symptoms of damage to the Goods or the defect in the Goods was caused by the fault of the Buyer - the Seller may charge the Buyer with the costs associated with the expertise and verification of the claim.

§ 6 The Buyer shall have the right to replace the Goods with defect-free Goods if the warranty repair has been performed three times during the warranty period and the Goods still exhibit defects that make it impossible to operate.

§ 7 The Seller may replace the advertised Goods with defect-free Goods - identical or functionally compatible, but not inferior, in case it is not possible to obtain an identical one - when the cost of repairing the defective Goods exceeds its purchase price.

§ 8. For parts replaced or after warranty repair, the warranty period runs anew.

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For other components of the Merchandise the warranty period is extended by the time the Merchandise is in service.

§ 9. Parts obtained during repair under warranty shall become the property of the Seller.

§ 10. After repair under warranty the Goods will be delivered to the Buyer at the expense of the Seller. Personal collection is allowed after prior arrangement with the Seller.

## 10. POST-WARRANTY SERVICE

§ 1. The Seller shall inspect, maintain and repair the Goods at the request of the Buyer. These activities are performed entirely at the expense of the Buyer. The Seller shall provide a warranty for the replaced parts for a period of 12 months.

§ 2. Removal of a defect in the Goods reported during the warranty period, and not subject to warranty, may be performed under post-warranty service at the express request of the Buyer.

## 11. RETURN OF NEW GOODS

§ 1. The Buyer may return the Goods already delivered by the Seller, except for situations covered by the warranty, if the written consent of the Seller is obtained. The Seller may grant such permission if the Goods have not been used, they remain in their original packaging, the Goods do not show characteristics of individual adaptation to the Buyer's requirements, and the return will be made within 7 days from the date of delivery.

§ 2. If the Seller agrees to return the Goods, the Seller will not incur any costs on this account, in particular, transportation will be at the expense of the Buyer.

§ 3. The Seller shall inspect the received Goods and may decide whether: return the value of the returned Goods to the Buyer, refuse to accept the returned Goods, replace the returned Goods with other Goods.

§ 4. In the case of a refund of the value referred to in § 3 above, the value of the refund shall be equal to the price of the purchased Goods less the cost of inspection, administrative and warehouse activities or the cost of returning the Goods to the manufacturer, incurred by the Seller, but not less than 20% of the purchase price.

§ 5. Returned goods should be packed in an additional shipping carton, which will protect the products and their original packaging from potential damage. The Buyer is obliged to attach to the shipment a completed "Return of Goods Form" (Appendix 1 on the last page). Lack of the above form may prolong the return processing time. If the Buyer does not provide the Seller with the form within 2 weeks, then the shipment will be sent back to the Buyer at the Buyer's expense.

## 12 FINAL PROVISIONS

§ 1. Legal relations arising from these General Terms and Conditions shall be governed by and construed in accordance with Polish law.

§ 2. In matters not regulated by these Terms and Conditions, Polish law shall apply, and in particular the Civil Code.

§ 3. Any disputes arising between the Buyer and the Seller relating to the sale of Goods, on the basis of these Terms and Conditions and the Contract, shall be settled by the court having jurisdiction over the registered office of the Seller. However, the Seller shall have the right to sue the Buyer before the court having jurisdiction over the Buyer's registered office.

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§ 4. Each party has the right to terminate these Terms and Conditions with 14 days' notice, which does not affect the applicability of the Terms and Conditions to Contracts concluded before the notice period.

§ 5. The Seller reserves the right to amend any point of the above Terms. When such a situation arises, the modified Terms and Conditions shall apply to all Contracts and other contacts between the Buyer and the Seller entered into after the date of modification. This also applies to Supplemental Orders or those related to previous sales.

ARA Pneumatik 53-012 Wrocław 38 Wyścigowa Str. tel. 71 364 72 82

APPENDIX NO. 1 - RETURN OF GOODS FORM

## RETURN GOODS FORM

All fields of the form must be completed

Date of application	
Name of the company making the	
Submitter (name, surname, phone)	
Sales invoice number	
The return was consulted with an employee of Ara Pneumatik (name)	

L . p .	NAME OF THE GOODS TO BE RETURNED	C o d e	Quantit y
1 .			
2 .			
3 .			
4 .			
5 .			
6 .			



7 .			
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If the fields of goods for return are missing - continue the list on the back of the form.

Signature of the person making the return	
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**FILLS ARA PNEUMATIK**

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Signature of the person approving			
Date and number of the correction			
Confirmation of completion of return		Date	