

Bielsko-Biała, 4 maja 2015

GENERAL SALES CONDITIONS

BEPIS Spółka Akcyjna

Bielsko-Biała

1. THE SCOPE OF APPLICATION

1.1. General Sales Conditions constitute an integral part of sales agreements, agreements on trade cooperation, agreements on provision of services made between BEPIS Spółka Akcyjna in Bielsko-Biała and purchasers of products offered by it, unless the agreements state otherwise. In case of non-conformities between the document herein and the contents of orders, the document shall be deemed as the discrepancy protocol to be confirmed in writing by the Purchaser within 7 days from the date of receipt. Lack of agreement on the contractual price and performance technical conditions withholds the order realization and delays it.

1.2. Terms used in the GSC herein shall have the following meanings:

1.2.1. „Seller” – BEPIS Spółka Akcyjna with the registered office in Bielsko-Biała, 81, Legionów Street, entered by District Court in Bielsko-Biała 8th Economic Department into the National Court Register under the number of KRS 0000521898, with initial capital of 500,000 PLN, Tax Identification Number (Polish NIP) 9372670776,

1.2.2. „Purchaser” - contractor buying products or services from Seller,

1.2.3. „Parties” - Seller and Purchaser,

1.2.4. „GSC” - General Sales Conditions of BEPIS Spółka Akcyjna herein,

1.2.5. „Product” - products, goods and services which are the subject of statutory economic activity of Seller and covered by Seller's trade offer within the scope,

1.2.6. „Carrier” – courier, transportation or shipping company through the agency of Seller realizes the delivery of products to Purchaser,

1.2.7. „Warehouse” - Seller's warehouse located in the Seller's registered office.

1.3. Conditions of sales agreements or trade cooperation agreements are specified in the written arrangements of the parties, in the Order Confirmation and in the General Sales Conditions herein. In case of discrepancies, written arrangements of Parties and Order Confirmation shall prevail.

1.4. Parties exclude the use of Purchaser's standard agreements (especially general conditions and standard agreements or regulations).

1.5. Purchaser agrees for processing his personal data by Seller for the needs of issuing invoices, trade statistics and marketing of products and services pursuant to the act of August 29th, 1997 on personal data protection. Purchaser agrees also for receiving trade information from Seller via electronic means of communication pursuant to the act of July 18th, 2002 on provision of electronic services.

2. ENTERING CONTRACTS

2.1. Technical and trade information

2.1.1. Information published on the website of BEPIS S.A. as well as in catalogues, price lists and prospects (including information about dimensions, mass, shape) is not an offer in the meaning of civil code regulations but only an invitation to place orders.

2.2. BEPIS S.A. reserves the right to make changes in the offered assortment at any time. The fact of including information about the product on BEPIS S.A. website, in the catalogues, price lists and prospects is not synonymous with its availability.

2.3. Orders, Confirmation of orders

2.3.1. The condition for entering a sales agreement is placing an order by Purchaser and order confirmation by Seller by means of issuing a document of "Order confirmation". Purchaser shall place an order via fax, electronic mail, letter, in person or any other way agreed by the Parties.

2.3.2. The order shall determine:

2.3.2.1. Purchaser's data,

2.3.2.2. Personal data of the person placing the order,

2.3.2.3. Description of the subject of order (product catalogue number, amount and type of product, other details which allow for unambiguous determination of products ordered),

2.3.2.4. Place of order collection, carrier's name and exact address of the place to which the products shall be delivered,

2.3.2.5. Proposed delivery date,

2.3.2.6. If Purchaser orders more than one product and requires all the products to be delivered in the same time, he shall specify applicable reservations on the order. In other case if it is not possible to deliver any products in the same time, Seller shall deliver the products to Purchaser consecutively as available at time specified on the Order Confirmation.

2.3.3. After receiving the order, Seller shall analyze the possibility of its realization and send Order Confirmation to Purchaser. Order Confirmation may be sent via electronic mail or electronic systems of information transmission or via mail. The conditions specified in the Order Confirmation are binding for the parties except for the situations independent of Seller. Sales agreement between Seller and Purchaser shall be deemed as entered after Purchaser receives the Order Confirmation.

2.3.4. Seller shall take into account the delivery dates offered by Purchaser depending on the products availability in the warehouse.

2.3.5. If any products ordered cannot be delivered within the period proposed by Purchaser, Seller shall immediately inform him about it.

2.3.6. **In case of ordering non-standard, imported and/or products manufactured for Purchaser's individual order or typical products in large numbers which exceed the standard Seller's inventories, Purchaser shall pay Seller 30% of the order gross value minimum in advance. If such is the case, the sales agreement shall be made after Purchaser pays the advance payment which shall be considered as a portion of payment for the product. Art. 394 of civil code with the exclusion of § 3 shall be applied respectively.**

2.3.7. Subject to exceptions referred to in the General Sales Conditions herein, it is not possible to cancel the order from the moment of the order confirmation by Seller.

3. PRICES AND PAYMENT CONDITIONS

3.1. The prices of products listed in Seller's price lists are given in Polish zlotys (PLN). The price lists are not offers and they are provided only for information purposes. The price may be increased with the value of tax, duties or any other cost factors which are independent of Seller, including the incurred by Seller increased costs of materials which are used for manufacturing after the date of order confirmation preparation. The amount due for the realized delivery, subject to third sentence of the paragraph herein shall be paid by Purchaser in accordance with agreed contractual prices and payment conditions which are specified in details in the agreement which is binding for the parties.

3.2. Seller shall specify the prices in the Order Confirmation in Polish zlotys (PLN). At Customer's wish the prices of products may be given in Euro (EUR); if such is the case, the Parties shall agree the currency in which the payment will take place. If the price is recalculated from EUR into PLN, the National Bank of Poland exchange rate as of the date of issuing the invoice shall be binding.

3.3. In Order Confirmations net prices (excluding VAT), VAT rate and gross prices (net plus VAT) are specified.

3.4. If Purchaser has documents which exempt him from duty and VAT, he is obliged to hand over the documents to Seller on the day of placing the order - if the obligation is not fulfilled Seller shall be released from responsibility on the grounds of the above.

3.5. Seller reserves the right to transfer the property right for the sold goods to Purchaser in the moment he pays the whole price for the benefit of Seller.

3.6. Price payment shall be understood by Parties as crediting Seller's bank account specified on the invoice.

3.7. In case of delayed payment, Purchaser shall pay statutory interest to Seller.

- 3.8. If the payment is delayed for longer than 30 days calculated from the due date, Purchaser shall pay penalty interest to Seller amounting to the value of double statutory interest for the whole period of delay. Art. 418 of civil code shall apply.
- 3.9. If the payment is delayed for more than 45 days, Seller shall hand over the case to external debt collection agency without the necessity of obtaining Purchaser's consent. Seller shall charge Purchaser with the costs of external debt collection.
- 3.10. If Purchaser delays with the payment of any amounts due to Seller, Seller apart from other authorizations resulting from the sales agreement, General Sales Conditions and legal regulations, has the right to immediately withhold the delivery of products and to refuse to accept any other orders until the date the payment including interests is made. All the costs related to the fact of withholding the delivery of products, including the costs of products storage and insurance shall be incurred by Purchaser.
- 3.11. In the event of circumstances which threaten the on-time realization of Purchaser's obligations, Seller reserves the right to withhold the delivery of products and refuse to accept any other orders until the moment the applicable payment guarantee is given.
- 3.12. Seller has the right to administer the amounts due to him on the grounds of agreements made with Purchaser at his own discretion.
- 3.13. Purchaser authorizes Seller to issue VAT invoices without his signature. VAT invoices may be delivered to Purchaser in an electronic form pursuant to the Ordinance of the Minister of Finances as of December 20th, 2012 on sending invoices in electronic form, the principles of storing them and the way of making it available to the tax authority or fiscal auditing authority (Journal of Laws from 2012, item 1528) hereinafter referred to as the Ordinance or via registered mail, mail and together with the goods being the subject of sale.

4. DELIVERY TIME

4.1. The delivery dates shall each time be specified in the Order Confirmation and trade cooperation agreement made individually with Purchaser. The delivery date is the date of handing over the product to Purchaser pursuant to delivery conditions determined in the General Sales Conditions.

4.2. Seller is not responsible for delays in the order realization if the delay results from the following circumstances:

4.2.1. force majeure in the meaning of item 8 of the GSC,

4.2.2. events which Purchaser is responsible for.

5. DELIVERY CONDITIONS

5.1. The place of handing over the products is the warehouse of BEPIS S.A in Bielsko-Biała, 81, Legionów Street, unless it was specified otherwise in the agreement or Order Confirmation.

5.2. In the moment of receiving the product from Seller's warehouse, Purchaser is obliged to examine the product thoroughly in terms of the number and quality as well as possible defects (e.g. dents and other mechanical damages). The product shall be checked not only by means of examining the packaging but also the packaging content and conformity with the order. Product receipt confirmation on the Delivery Note (Polish WZ) is the confirmation of accurate order realization by Seller.

5.3. Seller's warehouse employee who is giving out the product shall each time make it possible for Purchaser to examine the product in details helping him in unpacking, checking the content and repacking the product. Purchaser at his own risk may resign from such inspection, however he is obliged to sign the Delivery Note document and make a note on carrying out the product inspection.

- 5.4. Seller may deliver the product to Purchaser at the address indicated in the agreement or Order Confirmation through an external carrier. If such is the case, pursuant to art. 544 of the civil code the goods are deemed as handed over with the moment of entrusting thereof to the carrier.
- 5.5. It is Purchaser who each time chooses the carrier and the form of product delivery and the information shall be written by him on the order. In case there is no information about selecting the carrier or if there are general notes regarding the dispatch, it is understood that Purchaser selects the carrier which Seller cooperates with on a continuous basis.
- 5.6. The costs of product delivery to the address specified in the agreement or Order Confirmation shall be incurred by Purchaser unless it was otherwise agreed by the parties. Such an agreement has to be made in writing.
- 5.7. Purchaser assures unloading, checking and installation of products as well as incurs the expenses and risk related to it regardless of the fact which party is charged with transportation expenses.
- 5.8. The deliveries are realized to the place specified by Purchaser. If the place of delivery is changed after the Order Confirmation is issued, the expenses related to the change shall be incurred by Purchaser.
- 5.9. Purchaser shall make sure that a person authorized to accept the delivery on his behalf will be present in the place of delivery and at the time of delivery (pursuant to the list of authorized people which makes up the annex to the sales agreement, trade cooperation agreement), otherwise every active person in Purchaser's premise or his Trade partner shall be considered as a person authorized to receive the goods, while the refusal to receive the goods or absence of authorized people does not release Purchaser from the obligation to pay for the product and transportation.
- 5.10. Seller is fully responsible for the goods until the moment it is handed over from the warehouse. Pursuant to art. 548 of civil code the liability, including risk of accidental product loss or damage, related to issuing the goods burdens Purchaser with the moment he receives the goods from Seller's warehouse, with the exclusion of dispatch delivery when the liability is transferred on to

the carrier. Carrier's liability starts with the moment he is given the dispatch with the product by Seller for the purposes of transportation and ends with the moment of delivering it to Purchaser. Civil code regulations, including especially those which refer to the transportation agreement and those which specify the liability rules for the carrier (art. 788 §1 and the subsequent one of civil code) shall be applied with regard to carrier's liability. Seller is not responsible for any possible damage during the transportation especially if Purchaser does not fulfil all the formal requirements related to damaged dispatch receipt, does not prepare the damage protocol at the goods receipt or does not submit a complaint directly to the carrier.

5.11. Before accepting the dispatch (receipt confirmation on the bill of lading or delivery note), Purchaser is obliged to examine the product packaging and/or the product very thoroughly in terms of possible visible damages in transportation and to undertake any actions aiming at stating the carrier's liability and at preparing the applicable damage protocol.

5.12. Immediately after the dispatch receipt (receipt confirmation on the bill of lading or delivery note), still in the presence of the carrier, Purchaser shall unpack the product and examine it in terms of quality and quantity with special attention towards damages that might have taken place during transportation. Any product losses or damages shall be noted in the damage protocol. In case of deliveries of large numbers of goods and/or deliveries in collective packaging the inspection of which in the presence of the carrier would not be possible or too much time consuming, Purchaser is obliged to examine the goods thoroughly and report any possible losses to Seller until the end of the working day on the delivery date. It does not, however release Purchaser from the obligations referred to in the sections above.

5.13. Submission of complaint or claims towards the carrier on the grounds of product losses or damage rests with Purchaser pursuant to art. 545 of civil code and art. 75 section 3 item 2 letter b) and art. 53 section 4 of the act on Transportation Law.

5.14. Purchaser shall secure the damaged product and makes it possible for carrier, Seller and their insurers to examine it.

- 5.15. Product receipt by Purchaser without due diligence referred to in the sections above is deemed as confirmation of the accuracy of delivery.
- 5.16. Seller is not responsible for delay in the delivery caused by carrier.
- 5.17. Own receipt of the subject of delivery by Ordering party shall take place up to 7 days from the day he is informed via fax, email, registered mail about the readiness of the subject of the agreement for dispatch. If the goods are not collected within the period specified above, Contractor reserves the right to charge contractual penalty in the sum of 14 PLN/m² of uncollected delivery for each day of delay and contractual penalty of 14.00 PLN + 0.60 PLN/m² for the uncollected delivery if the delay exceeds 30 days. The delay in receiving the subject of delivery by Ordering party which exceeds 60 days shall be treated as a resignation from the subject of delivery by Ordering party.

6. ORDER CANCELLATION, PRODUCT RETURN

- 6.1. Purchaser has the right to cancel the order or its part in the event when the product delivery date specified by Seller in the Order Confirmation exceeds the period proposed by Purchaser. The cancellation shall be deemed as successful if it is received by Seller on the day of sending the Order Confirmation or until 12:00 on the subsequent day the latest.
- 6.2. If Purchaser resigns from the subject of delivery before the end of the delivery period or after it, Purchaser is obliged to repair the damage incurred by Seller as a result of expenditures incurred by him in order to manufacture the subject of delivery and as a consequence of losing the normal profit. He is especially obliged to buy back the materials, semi-finished goods and other objects manufactured or purchased by Seller, materials, services and foreign products at the purchase prices and semi-finished goods pursuant to Seller's calculations. Purchaser obliges himself to notify Seller immediately in writing through the persons authorized to act on behalf of Purchaser on any changes concerning the order to be realized, that is partial cancellation, cancellation, change of the scope of delivery, etc. All the changes to the order confirmation will be introduced in the form of an annex; a written form is required and otherwise they shall be null and void.

6.3. In the event of submitting an application for liquidation, commencement of composition or deciding about liquidation of Purchaser's company or actual stoppage of business activity by him, Seller has the right to exempt from the sales agreement and all the sums obtained shall be applied towards compensation for damages incurred on the grounds of the above.

7. GUARANTEE

7.1. The scope of guarantee.

7.1.1. Guarantee is given for products sold to Purchaser. In terms of the guarantee Seller assures the removal of physical defects in products. The guarantee period is 12 (twelve) months from the date of issuing the invoice. The guarantee is valid in Poland.

7.1.2. In case of delivering a product free from defects in terms of the guarantee, 12-month period is starting with the date of delivery of the defect-free product to Purchaser. In case of product part replacement, the aforementioned provision shall apply with regard to the replaced part.

7.1.3. In other cases (especially in case of product repair), the guarantee period shall be extended with the period of guarantee servicing.

7.1.4. Replaced or repaired parts after the end of the guarantee period are covered by guarantee for 6 (six) months from the date of replacement or repair.

7.1.5. Guarantee covers only the defects which result from reasons previously attributable to the product.

7.2. Defects not covered by the guarantee.

7.2.1. Seller is not responsible for product defects resulting from:

7.2.1.1. Faulty project or Purchaser's design assumptions, negligent product installation or assembly,

7.2.1.2. Repairs, maintenance or servicing carried out by unauthorized person,

7.2.1.3. Inobservance of the principles of proper operation,

7.2.1.4. Lack of adequate maintenance or periodical inspections of the product,

7.2.1.5. Product connection which does not conform to the wiring layout or product connection without the required electrical protection.

7.2.1.6. Product storage in inadequate conditions.

7.2.2. The guarantee does not cover defects resulting from ordinary product wearing, damaging or destroying, negligence, lack of supervision, improper use, inobservance of the best practises.

7.2.3. The guarantee is valid provided that the servicing and repairing activities are performed by Seller or authorized servicing person only.

7.2.4. Wear materials (e.g. filters) are not covered by the guarantee.

7.2.5. Seller states that in case when the subject of agreement is made based on the Purchaser's documentation, he shall be liable only for the aspects of conformity of the subject of agreement with the documentation. Seller is not responsible for violation of exclusive rights /patent rights/ of foreign and domestic owners in the Republic of Poland in the event Purchaser does not reveal it in the submitted documentation.

7.3. Purchaser's obligations.

7.3.1. In order to exercise the rights resulting from the guarantee, Purchaser is obliged to send the complaint to Seller immediately, however not later than within 7 (seven) days from the date the defect is revealed according to the Seller's standard form specifying such

information as invoice number and product type and model, installation type, in which the product was applied, defects revealed and the circumstances in which they were observed. In case of doubts, Seller may also demand other data.

7.3.2. Purchaser obliges himself to make it easier for Seller to determine the defects and undertake actions in order to remove them.

7.3.3. Purchaser obliges himself to send the faulty product to Seller's address unless because of the product type and dimensions, the repair has to be carried out at the place of installation in Purchaser's premises. Purchaser is obliged to assure free and safe access to the product in the place of installation pursuant to industrial safety rules and, if necessary, applicable scaffolding, ladders and/or hoists. In other case, Seller after stating the inability to perform servicing operations, he is authorized to refuse to carry out the product repair and charge Purchaser with travelling expenses.

7.4. Seller's guarantee obligations.

7.4.1. After being informed about the defects in the manner described in General Sales Conditions, Seller is obliged to immediately undertake actions in order to remove the defects. The costs of the defects removal shall be incurred by Seller. Defects removal may involve introduction of such changes in the products which would make it observe all the requirements it met before the defect.

7.4.2. In the event when the repair is not possible, Seller obliges himself to replace the product with the one free from defects within the period agreed with Purchaser. The decision on the way of guarantee complaint realization rests only with Seller.

7.4.3. Seller shall incur the transportation expenses for products or parts repaired or replaced on the grounds of the guarantee and also possible travelling and stay expenses for the servicing person if the repair is realized in the place of the product installation in Purchaser's premises.

7.4.4. Parts obtained during the guarantee repair are the property of Seller.

7.4.5. If the complaint is not accepted Seller shall issue a VAT invoice to Purchaser on the grounds of expenses incurred in connection with the complaint (expert's opinion, dispatch, travels, etc.).

7.4.6. Seller is not responsible for damages incurred by Purchaser or third parties as a consequence of defects origination during the guarantee period.

8. FORCE MAJEURE, RESPONSIBILITY

8.1. Force majeure.

8.1.1. Seller is not responsible for non-performance or inadequate performance of his obligations if the non-performance or inadequate performance results from the circumstances caused by force majeure.

8.1.2. Force majeure shall mean the circumstances independent of Seller, including especially fires, floods and other natural disasters, wars, strikes, riots, demonstrations, epidemics, embargo, stoppages or delays in raw materials, power and components delivery as well as other unforeseeable interference, including especially working time shortening in the factories of manufacturers of products sold by Seller or their subcontractors, work intervals, circumstances which rest with carriers, decisions of public administration authorities, law amendments and other similar circumstances.

8.2. Responsibility.

8.2.1. Seller's responsibility for damages made towards Purchaser is limited to the order value the non-performance or inadequate performance of which was the damage reason. Seller is responsible only for real damages. Seller is not responsible for benefits which Purchaser may obtain if not for the damage (lost benefits).

9. CONFIDENTIALITY

- 9.1. All studies, plans and documents which Purchaser received in connection with placing orders or sale of products are confidential. Purchaser may use them only for own needs, they cannot be made available to third parties and he is obliged to secure them against the access of third parties.
- 9.2. If the agreement is not made between the Parties, all studies, plans and documents supplied to Purchaser have to be immediately returned to Seller with all copies not later than within 3 (three) days from the date of demanding their return by Seller.
- 9.3. Parties oblige themselves to keep all circumstances related to the other party which they got to know about in connection with the realization of the trade agreement entered, related to principles of its action and contractors, technical, trade, organizational information and circumstances with regard to which the parties undertook essential actions in order to keep them confidential and the disclosure of which would cause damages to any of the parties, both during the agreement and for the period of two years from its dissolution, in secret. Parties oblige themselves not to disclose the agreement to third parties, including especially information related to trade conditions.

10. FINAL PROVISIONS

- 10.1. The General Sales Conditions were delivered to Purchaser and shall apply to all agreements made by Seller and Purchaser.
- 10.2. Without prior written consent of Seller, Purchaser is not allowed to deduct his liabilities from Seller's liabilities.
- 10.3. All oral arrangements between the Parties shall be binding with the moment of confirmation in writing and otherwise shall be null and void or in the way specified in the General Sales Conditions.

10.4. Parties oblige themselves to solve all disputes resulting from agreements made based on General Sales Conditions in amicable manner. Common court having the jurisdiction over the Seller's registered office shall be the court to which parties will apply.

10.5. The General Sales Conditions and trade cooperation agreements made based on them are subject to Polish law. To all matters not settled herein or in sales agreements, civil code regulations shall apply.

BEPIS SPÓŁKA AKCYJNA
43-300 Bielsko-Biała, ul. Legionów 81
NIP 9372670776, REGON 243633501
KRS 0000521898

PREZES ZARZĄDU

Paweł Wdowicki

.....
Signature of the person authorized to act

on behalf of Seller

I have acknowledged the herein

General Sales Conditions of BEPIS S.A.

in Bielsko-Biała and I accept them fully.

.....
place, date, signature of the person authorized

to act on behalf of Purchaser