

GENERAL SALES CONDITIONS

GLOSSARY:

ZPUE – ZPUE Spółka Akcyjna (joint stock company) with registered office in Włoszczowa, at ul. Jędrzejowska 79 c, 29-100 Włoszczowa, registered in the register of entrepreneurs - the National Court Register maintained by the Regional Court in Kielce, 10th Commercial Division, as number KRS 0000052770, tax ID NIP 656-14-94-014, share capital 12,362,000.00 zł – paid in full.

the Purchaser - the Buyer of the Appliances

the Sales Contract - the Contract signed between ZPUE and the Purchaser to sell Appliances

the Appliances - the electrical or power appliances offered by ZPUE and other appliances of the ZPUE brand and by other producers available in the ZPUE offer, including spare parts and accessories for the appliances.

1. THE SUBJECT OF THE GENERAL SALES CONDITIONS ("GENERAL CONDITIONS")

1.1. The General Conditions apply to transactions conducted between ZPUE and the Purchaser (referred to jointly as "the Parties"), the subject of which is the sales of the Appliances.

1.2. The General Conditions are binding for the Purchaser from the moment they are provided to him at the signing of the Contract or when the Purchaser is given the opportunity to freely study their content. The General Conditions are available on ZPUE's website www.zpue.pl

1.3. The Sales Contract may contain provisions different from those which arise from the General Conditions. In such cases the Parties shall be bound by the provisions of the Sales Contract.

1.4. In the event of any contradiction between the General Conditions and the regulations or contract templates used by the Purchaser, the provisions contained in the General Conditions are binding.

1.5. If the Parties have concluded another contract with each other connected **with** regulation of the principles for sale and distribution of the Appliances, in the event of any contradiction between provisions of the contract and the General Conditions, the provisions of that contract apply.

2. PURCHASE ORDERS

2.1. In order to commence the procedure for concluding the Sales Contract, the Purchaser shall send ZPUE

- (a) a query concerning the possibility of and conditions for acquiring the Appliances indicated in the query (see point 2.2-2.8) or
- (b) an order for the Appliances (see points 2.9 – 2.13).

2.2. On receipt of a query, ZPUE shall send the Purchaser an offer containing at least:

- a) the specifications of the Appliances, verified with regard to the availability of the products in the production plans,
- b) the net price expressed in PLN,
- c) the payment conditions, including the payment deadline,
- d) an approximate delivery date.

2.3. The offer presented by ZPUE shall be binding for ZPUE for a period of 1 month, unless indicated otherwise in the text of the offer.

2.4. During the validity period of the offer, the Purchaser may at any time accept the offer by placing an order for the Appliances covered by the offer.

2.5 The Purchaser's order preceded by ZPUE's order should include:

- a reference to the offer,
- the specifications of the Appliances ordered, in accordance with the designations included in the offer,
- the required delivery date, no earlier than that indicated in the offer,
- the delivery location for the Appliances,
- the full name of the person authorised to collect the Appliances.
- The Purchaser's order should be signed by persons authorised to act on his behalf.

2.6. Orders containing changes with regard to the offer or supplementing its content shall not be treated as acceptance of the offer, but as new queries regarding the possibility to acquire the Appliances, requiring the preparation of a new offer. In such a case the previous offer loses validity.

2.7. After receipt of the order mentioned in point 2.5, ZPUE shall immediately send the Purchaser confirmation of acceptance of the order, indicating therein the value of the appliances, payment deadline and delivery due date.

2.8. The moment the offer is accepted by the Purchaser (i.e. receipt of the order by ZPUE), a Sales Contract is drawn up, consisting of ZPUE's offer, the Purchaser's Order and the General Conditions.

2.9. The Purchaser may omit the stage of submitting a query about conditions for acquiring the Appliances and immediately submit an order for the Appliances to ZPUE which, in this case, shall constitute the Purchaser's offer to acquire the Appliances under the conditions stipulated in the order.

2.10. The Purchaser's order which was not preceded by ZPUE's offer must include:

- (a) specifications of the Appliances ordered,
- (b) the required delivery date no sooner than that stipulated in point 3.1 or 3.2 of the

General Conditions,

(c) any other conditions previously agreed with ZPUE.

2.11. Unless agreed otherwise with ZPUE, in the event of an order being submitted in the manner described in point 2.9, the price of the Appliances shall be established on the basis of the current pricelist and any rebates which may be granted to a given Purchaser, while the conditions for paying the price shall be established on the basis of point 5.4 of the General Conditions.

2.12. ZPUE accepts the Purchaser's order submitted in the manner described in point 2.9 by sending the Purchaser confirmation of acceptance of the order. The moment the Purchaser receives confirmation of the order, a Sales Contract is drawn up, consisting of ZPUE's offer, the Purchaser's Order and the General Conditions.

2.13. ZPUE may refuse to accept an order from the Purchaser without stating the reasons, informing him within 5 working days of receiving the order.

2.14. Regardless of the manner in which the Sales Contract is concluded, ZPUE is entitled to correct any obvious typographical errors in the Purchaser's orders, in particular errors concerning the definition of the model of Appliances. ZPUE informs the Purchaser of the corrections made in the confirmation of acceptance of the order. In the event that the Purchaser does not consent to the correction being made, the Sales Contract is not concluded. Failure by the Purchaser to respond within 2 working days is equivalent to agreement to process the order corrected by ZPUE.

2.15. In the event that an order is placed for a model of Appliance which has been withdrawn from production, ZPUE is entitled to change the model of Appliance ordered for an equivalent model which is currently produced, informing the Purchaser of this. Failure by the Purchaser to respond within 2 working days is equivalent to agreement for ZPUE change the model ordered for an equivalent model. In the event of failure by the Purchaser to agree to the change of Appliance model, ZPUE shall refuse to accept the order for processing.

2.16. Resignation by the Purchaser from the order in part or in full after the Sales Contract is concluded, as well as changes made to the order, shall not be considered unless such a possibility has been provided for in writing in the content of ZPUE's offer or in the confirmation of acceptance of the order.

2.17. The Purchaser is responsible towards ZPUE for any damages arising from unjustified resignation from the order in part or in full after the Sales Contract is concluded.

2.18. In the event that the Purchaser intends to carry out or participate in the tender to build a complete electric power or electrical system for a given object ("the Project"), he should immediately inform ZPUE of this. In such a case ZPUE may, at its own discretion, treat the Project submitted as a priority and realise the Purchaser's order within a given Project under conditions agreed separately.

3. DELIVERY DATE

3.1. If the Appliances ordered by the Purchaser are on stock in ZPUE's warehouses, the due date for the delivery is 14 working days from the day ZPUE provides the Purchaser confirmation of acceptance of the order.

3.2. In the case of orders concerning Appliances requiring individual preparation for the Purchaser's order, the delivery date shall be established on an individual basis, and it shall be counted from the day all the necessary technical adjustments are completed.

3.3. ZPUE undertakes to deliver the Appliances on time. Under no circumstances shall ZPUE bear responsibility for delays in deliveries of Appliances for reasons independent of ZPUE and, unless not expressly agreed otherwise, ZPUE shall not be responsible for contractual penalties paid by the Purchaser to its trading partners or for other claims sought by trading partners from the Purchaser for delays in the delivery of Appliances.

4. DELIVERY LOCATION, TRANSPORT COSTS

4.1. ZPUE undertakes to deliver the Appliances to the location stipulated in the order.

4.2. If no delivery location is stipulated in the order, that location is the Purchaser's headquarters.

4.3. The Purchaser shall indicate to the Seller a person authorised to collect the Appliances. If the person collecting the Appliances is a third party, the Purchaser shall present the Seller with the appropriate authorisation no later than 3 days before the planned delivery date.

4.5. The costs of delivering the Appliances are covered by ZPUE unless the Parties have agreed otherwise.

4.6. Unless agreed otherwise, the cost of unloading the Appliances at the delivery location are covered by the Purchaser.

4.7. Advantages and burdens connected with the Appliances, including the risk of loss or damage, are transferred to the Purchaser the moment the Appliances are delivered to the stipulated location, before unloading.

4.8. Before unloading, the Purchaser shall check the Appliances delivered in a manner appropriate to the size and type of Appliances and to the manner in which they are packed; in the event that any deficiency or damage whatsoever is discovered, which may have arisen during transportation, the Purchaser shall take all actions necessary to establish the responsibility of the carrier and immediately inform ZPUE. The information should be given on the day of the delivery, on pain of loss of the right to damage claims against ZPUE from this.

5. PRICELIST OF APPLIANCES, PAYMENT TERMS

5.1. ZPUE shall provide the Purchaser with the current pricelist for products, individually on the basis of the offer prepared on an individual basis for the Purchaser's query, and also provide the Purchaser with a list of rebates and discounts available to the Purchaser.

- 5.2.** The offer contains prices in PLN resulting from current calculations.
- 5.3.** The offer contains the net prices of Appliances without VAT, which shall be added according to the currently applicable rates.
- 5.4.** Unless indicated otherwise in the offer, the Purchaser shall make a prepayment of 100% of the price of the Appliances ordered within 7 days of receipt of confirmation of acceptance of the order, but no later than the delivery date of the Appliances.
- 5.5.** In the event that the possibility to make a partial prepayment is indicated in the offer, the Purchaser shall make the payment in the amount stipulated in the offer within 7 days of receiving confirmation of acceptance of the order, unless another deadline is stipulated in the offer, but in no case later than before the delivery date of the Appliances. The remainder of the price for the Appliances shall be paid by the Purchaser within 30 days of the issuing of the invoice, unless a different deadline is indicated on the invoice.
- 5.6.** All payments shall be made by bank transfer to ZPUE's account indicated in the document from which the duty to pay arises.
- 5.7.** The Purchaser shall settle all his payments to ZPUE on time. ZPUE is entitled to charge statutory interest for each day of delay.
- 5.8.** ZPUE reserves the right to withhold realisation of the Sales Contract and issue of the Appliances in the event that the required prepayment is not made.
- 5.9.** ZPUE is entitled to withhold realisation of all or some Sales Contracts with a given Purchaser and also to withhold acceptance of new orders for realisation from that Purchaser in the event of any arrears in payment due from invoices or in the event of the credit limit agreed with a given Purchaser being exceeded, i.e. the limit of ZPUE's unmatured receivables due from the Purchaser increased by the value of orders confirmed.
- 5.10.** The Purchaser authorises ZPUE to issue VAT invoices without the signature of the person authorised to receive them on behalf of the Purchaser, and to send them to the Purchaser's postal address.
- 5.11.** The date of receipt of payment is taken as the day when the money is booked on ZPUE's account.

6. WARRANTY

- 6.1.** ZPUE grants a warranty on the Appliances sold with the conditions stipulated in the warranty card attached to each Appliance.
- 6.2.** The Purchaser shall adhere properly to the warranty procedure. The Purchaser bears sole responsibility for all damage resulting from failure to adhere to the provisions of the warranty, including failure to meet deadlines.

6.3. The warranty issued by ZPUE does not cover defects in the Appliances which arise through the fault of the Purchaser or other persons to whom he entrusted their use, for which the Purchaser bears full responsibility.

6.4. In particular, ZPUE does not bear responsibility for the consistency of the Appliances with the expectations of the Purchaser or users, for the correct installation of the Appliances in their intended location or for the inappropriate selection of Appliances for their purpose and working conditions.

6.5. ZPUE's responsibility for warranty is excluded.

6.6. ZPUE's liability for damages for any reason is limited to the value of the Appliances sold. ZPUE shall not be responsible for indirect damages and loss of business by the Purchaser or User of the Appliances.

6.7. In the event that ZPUE issues a warranty card on Appliances, the provisions included in the warranty card are complementary to the provisions of the General Conditions with regard to the scope of the warranty. In the event of any inconsistency between the warranty card and the General Conditions, the text of the warranty card is binding, with the exception of points 6.2 - 6.6, which apply regardless of the content of the warranty card.

7. RESERVATION OF OWNERSHIP

7.1. ZPUE reserves ownership of all the Appliances until the price is paid in full by the Purchaser. Until that time, all risk of loss, damages or decrease in value of the Appliances is borne by the Purchaser.

7.2. The moment the Contract is concluded, the Purchaser transfers to ZPUE all claims against the Purchaser's trading partners which may arise in connection with the further sale of the Appliances covered by the reservation of ownership rights.

7.3. If the Purchaser transfers ownership rights to a third party before the price is paid, the sum received from this shall be allocated first of all to satisfying ZPUE's claims. If the sum for this cannot be recovered, the Purchaser is responsible for damages resulting from this.

8. CONFIDENTIAL INFORMATION

8.1. The Parties undertake to keep confidential all information obtained in connection with realisation of the Contract, unless ZPUE has previously expressed consent in writing, the Purchaser shall not make use of information of this type nor disclose it to third parties. In particular, information concerning discounts granted is considered confidential.

8.2. A Purchaser who uses or collaborates with third parties in fulfilling the Contract is obliged to inform those persons of the duty to keep confidential information secret, and to effectively execute from them the duty to retain confidentiality in the same scope as this duty affects the Purchaser.

9. CHANGES TO THE GENERAL CONDITIONS

9.1. The General Conditions may be changed by ZPUE at any time. ZPUE shall make every effort, in particular by announcements on its website, to inform Purchasers of changes to the General Conditions. The changed General Conditions are effective from the moment they are published on the website www.zpue.pl

9.2. No changes to the General Conditions affect Sales Contracts concluded before the amended General Conditions came into effect.

10. FORCE MAJEURE

10.1. Neither Party shall be responsible for failure to realise or improper realisation of his duties arising from the Sales Contract for reasons of Force Majeure.

10.2. The Parties understand Force Majeure to mean extraordinary events independent of a given Party, which are impossible to predict and prevent, including where there avoidance would have required taking actions whose cost would have exceeded any benefits which could be recovered; force majeure includes in particular war, natural disasters such as earthquakes or floods, explosions, strikes, etc.

11. FINAL PROVISIONS

11.1. The Parties shall aim to settle amicably any disputes connected with interpretation or fulfilment of the Sales Contract.

11.2. the court of competent jurisdiction for settling any disputes shall be the competent court for the headquarters of ZPUE.

11.3. Polish legislation applies in matters not regulated by the General Conditions.