

## **GENERAL TERMS AND CONDITIONS OF SALES**

### **TERMINOLOGY:**

**ZPUE** - ZPUE Spółka Akcyjna with its registered office in Włoszczowa, at ul. Jędrzejowska 79 c, 29-100 Włoszczowa, entered into the National Court Register kept by the District Court in Kielce, X Department of the National Court Register, under KRS no.: 0000052770, NIP no.: 656-14-94-014, BDO no. 000013243, share capital of PLN 12,362,008.83 - paid-up in full.

**Buyer** - purchaser of the Equipment.

**Agreement, Sales Agreement** - an agreement regarding the sale of Equipment concluded between ZPUE and the Buyer.

**Price Offer** – a document developed by ZPUE during the course of price negotiations for the Agreement. The Price Offer does not constitute an offer within the meaning of the Civil Code.

**Equipment** - electrical and power equipment offered by ZPUE as well as other equipment of the ZPUE brand and other manufacturers available in ZPUE's offer, including spare parts and accessories for equipment.

### **1. THE SUBJECT MATTER OF THE GENERAL TERMS AND CONDITIONS OF SALES ("GENERAL TERMS AND CONDITIONS")**

- 1.1.** The General Terms and Conditions apply to the negotiations, entering into and carrying out Agreements concluded between ZPUE and the Buyer.
- 1.2.** The General Terms and Conditions shall be binding for the Buyer since the moment of their delivery at the conclusion of the Agreement, or since the moment when the Buyer had the ability to get acquainted with their contents, in particular as a result of receiving information regarding the availability of the General Terms and Conditions on the ZPUE website; [www.zpue.pl](http://www.zpue.pl).
- 1.3.** The Sales Agreement may contain provisions different from those resulting from the General Terms and Conditions. In such case, the Sales Agreement shall remain binding for both Parties.
- 1.4.** In the event of any discrepancy between the General Terms and Conditions and the terms and conditions or template agreements used by the Buyer, the provisions contained in the General Terms and Conditions shall remain binding.
- 1.5.** In the event that the Parties have entered into another agreement governing the principles of Equipment sales and distribution, in the event of a discrepancy between the provisions of the agreement with the General Terms and Conditions, the provisions of this agreement shall prevail.

## 2. ORDERS

- 2.1.** In order to enter into a Sales Agreement, the Buyer shall submit to ZPUE:
- (a) an inquiry regarding the possibility and conditions of purchase of the Equipment indicated in the request (see items 2.2-2.7) or
  - (b) an order for the Equipment (see items 2.8 - 2.11).
- 2.2.** In case of an inquiry, ZPUE shall send the Buyer an offer, which shall include in particular:
- a) specification of the Equipment verified in terms of product availability in production plans,
  - b) net price expressed in PLN,
  - c) payment terms, including the date of payment of the price,
  - d) indicative delivery date.
- 2.3.** The offer sent by ZPUE shall does not constitute an offer within the meaning of the Civil Code, but shall constitute a proposal to commence negotiations
- 2.4.** Based on additional information provided by the Buyer during the negotiations (either technical, design or other information), ZPUE may prepare subsequent versions of the Price Offer. The Buyer shall have the right to place an Order with ZPUE within 1 month of receiving the last version of the Price Offer.
- 2.5** The Buyer's **order** shall include:
- reference to the Price Offer (with an indication of its reference number and date),
  - specification of the ordered Equipment, as indicated in the Price Offer,
  - required delivery date not shorter than the date indicated in the Price Offer,
  - place of delivery of the Equipment,
  - full name of the person authorized to receive the Equipment.
- The Buyer's order shall be submitted to ZPUE electronically or in the form of a paper document.
- 2.6.** A Sales Agreement is concluded when the Order Confirmation issued by ZPUE is delivered to the Buyer; the Order Confirmation shall specify the terms and conditions of the Sales Agreement (including the price, payment date, approximate manufacturing date of the Equipment). In the event that the Buyer does not place any objections with the ZPUE employee who sent the Order Confirmation within 3 working days of sending the Order Confirmation, the terms and conditions of the Sales Agreement shall be deemed accepted without reservations. The Buyer shall have the right to issue a relevant information regarding the acceptance of the Order Confirmation within 3 working days. In the event that the Buyer fails to deliver the Order Confirmation to the Buyer or place any objections within the time limit specified in the previous sentence, the Sales Agreement shall not be concluded.
- 2.7.** The Order Confirmation shall be a document generated by an order management application used at ZPUE. Order Confirmation shall be submitted to the Buyer electronically (as an e-mail attachment) or in paper form (as a printout). Any other types of confirmations shall not be legally binding.

- 2.8.** The Buyer shall be entitled to resign from the stage of inquiring about the conditions of purchase of Equipment and to place an order for Equipment with ZPUE immediately, which in such a case shall constitute a Buyer's offer to purchase Equipment under the conditions specified in the order.
- 2.9.** The Buyer's order, which is not preceded by ZPUE's Price Offer, shall contain the following elements:
- (a) specification of the ordered Equipment,
  - (b) the required delivery date,
  - (c) any other conditions previously agreed with ZPUE.
- 2.10.** Unless otherwise agreed with ZPUE, in the case of an order placed in the manner described in item 2.8, the price of the Equipment shall be determined on the basis of the current price list and any discounts granted to the Buyer, and the terms of payment shall be determined on the basis of item 5.3 of the General Terms and Conditions.
- 2.11.** ZPUE shall accept the Buyer's order submitted in accordance with the procedure described in item 2.8 by issuing an Order Confirmation to the Buyer. As soon as the Buyer receives the Order Confirmation, a Sales Agreement shall be concluded, which consists of: the Order Confirmation and General Terms and Conditions. In the event that the Order Confirmation does not include a specification of the ordered Equipment, the specification of the Equipment included in the Price Offer shall constitute a part of the agreement. Items 2.6-2.7 shall apply accordingly.
- 2.12.** Regardless of the manner of concluding the Sales Agreement, ZPUE shall have the right to correct obvious typographical errors in the Buyer's orders, in particular errors concerning the determination of the Equipment model. ZPUE shall notify the Buyer about the correction made in the order acceptance confirmation. If the Buyer's consent to the correction is not obtained, the Sales Agreement shall not be concluded. The Buyer's lack of response within 3 working days is tantamount to consent to the execution of the order corrected by ZPUE.
- 2.13.** In case of placing an order for a particular Equipment model which was withdrawn from production, ZPUE has the right to change the ordered model of the Equipment to the currently produced equivalent model, notifying the Buyer of this fact, stating the new price - if it changes. The Buyer's lack of response within 3 working days is tantamount to consent to the change of the ordered model to the model indicated by ZPUE. Lack of Buyer's consent to change the model of the Equipment shall give ZPUE the right to terminate the concluded Sales Agreement. ZPUE's right to terminate the Sales Agreement shall remain in force for the period of 3 months after concluding the agreement.
- 2.14.** ZPUE shall have the right to withdraw from the Sales Agreement without justification within 30 days after delivering the Order Confirmation to the Buyer. In the case referred to in clause 2.16, item b), ZPUE shall have the right to withdraw from the Sales

Agreement within 3 months from the delivery of the Order Confirmation to the Buyer.  
The Buyer shall not have the right to any claims for damages on this account.

- 2.15.** In the event that the Parties agree on amendments to the Sales Agreement or raise objections to the Order Confirmation within 3 business days in accordance with 2.6, ZPUE shall issue and submit to the Buyer a new Order Confirmation indicating, among others, a new pricing scheme and approximate completion date. If the Buyer does not place any objections by e-mail to the ZPUE employee who sent the Order Confirmation within 3 working days after receiving the new Order Confirmation, the Terms and Conditions of the Sales Agreement shall be deemed accepted without objections. That does not apply to item 2.16.
- 2.16.** In the event that the Buyer, is unable to indicate all data concerning the ordered Equipment (or its components) when placing the Order, ZPUE shall indicate a deadline for providing such data in the Order Confirmation. After the time period for providing the information lapses, ZPUE may at its own discretion: a) postpone the order completion date b) withdraw from the Sales Agreement c) execute the order without such data or supplement such data based on its technical and manufacturing knowledge. In the event the Buyer provides the required information within the time limit indicated in the Order Confirmation, the ZPUE shall issue the final Order Confirmation. The final Order Confirmation does not constitute an amendment, but rather serves as a clarification to the Agreement and therefore item 2.6 does not apply. In the event that the Buyer provides the additional information (also within the time limit) or in the event that ZPUE provides the data by itself, the price and date of completing the order may be subject to change.
- 2.17.** The manufacturing date of the Equipment indicated in the Order Confirmation is approximate, due to the specificity of the ordered Equipment (e.g. due to the need to introduce material changes, the need to carry out technical and manufacturing analyses). If necessary, the exact date of manufacturing the Equipment shall be specified at the Buyer's request in the Order Completion Date (hereinafter referred to as "OCD"). The OCD shall be generated from a computer program used by ZPUE for managing orders (after precise determination of all details concerning the ordered Equipment) and submitted to the Buyer electronically (e.g. as an e-mail attachment) or in the form of a paper document. The OCD constitutes a clarification of the terms and conditions specified in the Order Confirmation and does not require Buyer's acceptance.
- 2.18.** Articles 66<sup>1</sup> and 68<sup>2</sup> of the Civil Code shall not apply, subject to these General Terms and Conditions.
- 2.19.** In special cases justified by the Employer, ZPUE, at the request of the Employer, may suspend the processing of the Order. Upon the Employer's notice to continue the Order processing, ZPUE may send to the Employer an Order Confirmation specifying new prices and deadlines for the delivery of Equipment.
- 2.20.** Should the order take more than four months (from the date of the Sales Agreement) to process, ZPUE may adjust the price by the correction index calculated for the month in

which the invoice is issued. The adjustment factor will be calculated according to the formula and data contained in Appendix 1 to the GTS. Price adjustment does not constitute an amendment to the Sales Agreement and does not require Buyer's consent.

### **3. DELIVERY TIME**

- 3.1.** The Order Delivery time shall be determined per order on an individual basis, and it shall be counted from the moment all technical and designed details are submitted by the Buyer.
- 3.2.** ZPUE undertakes to deliver the Equipment on time. Under no circumstances, however, shall ZPUE be liable for delays in the delivery of Equipment due to reasons beyond ZPUE's control.
- 3.3.** ZPUE shall not be held liable for contractual penalties charged to the Buyer by its contractors or for other claims raised by contractors against the Buyer for delay in the delivery of Equipment.
- 3.4.** The Buyer shall be obliged to collect the Equipment by the date indicated by ZPUE in the notice of readiness to deliver the Equipment. For a period of 7 days from the date indicated in accordance with the previous sentence, the product may be stored in the warehouse of ZPUE free of charge.
- 3.5.** After the indicated period, ZPUE has the right to charge storage costs in the amount of 0,2 % of the gross price of the Equipment left in the warehouse for each day of their storage.
- 3.6.** The period of time during which the Equipment remains in ZPUE's warehouse shall not interrupt the period of time during which ZPUE is bound by the guarantee; this period shall run from the date on which the Equipment was to be collected by the Buyer. Moreover, ZPUE is not responsible for any normal wear and tear of the Equipment left in the warehouse, e.g. dust, discolouration caused by atmospheric factors.

### **4. PLACE OF DELIVERY, COST OF TRANSPORT**

- 4.1.** ZPUE shall deliver the Equipment to the place agreed upon with the Buyer.
- 4.2.** Unless agreed otherwise, the place of delivery shall be the Buyer's registered office.
- 4.3.** The Buyer shall be obliged to indicate to the Seller the person authorized to collect the Equipment. If the person collecting the Equipment is a third party, the Buyer shall be obliged to provide the Seller with the relevant authorization no later than 3 days before the planned delivery date.
- 4.4.** If the relevant authorization is not presented in accordance with item 4.3 above, ZPUE may postpone the delivery date or suspend the delivery. The resulting costs shall be borne by the Buyer (e.g. delivery costs). The Buyer shall bear the storage costs

referred to in item 3.6 from the first day after the originally agreed delivery date. In such case, item 3.6. shall also apply.

- 4.5. The cost of delivery of the Equipment shall be borne by ZPUE, unless otherwise agreed by the Parties.
- 4.6. The cost and risks of unloading the Equipment at the place of delivery shall be borne by the Buyer.
- 4.7. The benefits and burdens associated with the Equipment, including the risk of accidental loss or damage, shall pass to Buyer as soon as the Equipment is delivered for unloading at the place of delivery.
- 4.8. Before unloading, the Buyer shall be obliged to inspect the delivered Equipment in a manner appropriate to the size and type of Equipment and the manner of their packaging; in the event of any deficiencies or damage that may have arisen during transport, the Buyer shall be obliged to perform all actions necessary to establish liability of the carrier, and notify ZPUE immediately. The notification should take place on the day of delivery, under pain of loss of compensation claims against ZPUE on this account.

## **5. PRICE LIST, PAYMENT TERMS**

- 5.1. ZPUE shall make the current prices of products available to the Buyer individually on the basis of a Price Offer drafted each time upon the Buyer's inquiry, as well as shall provide the Buyer with a list of available discounts and rebates.
- 5.2. The Price Offer includes prices in PLN without VAT, which shall be calculated on the basis of the currently applicable rate.
- 5.3. Unless otherwise indicated in the offer, the Buyer shall be obliged to make a prepayment in the amount of 100% of the price of the ordered Equipment within 7 days from the date of receiving the Order Confirmation, but not later than before the date of delivery of the Equipment.
- 5.4. In the event that the possibility of making a partial prepayment is indicated in the Price Offer, the Buyer shall be obliged to make prepayment in the amount specified in the tender within 7 days from the date upon receiving Order Confirmation, unless a different date was indicated in the Price Offer, but in each case not later than before the date of delivery of the Equipment. The remainder of the price of the Equipment shall be paid by the Buyer within 30 days of the invoice date, unless a different date is indicated on the invoice.
- 5.6. All payments will be made by bank transfer to ZPUE's bank account indicated on the document from which the obligation to pay arises.
- 5.7. The Buyer shall be obliged to make all payments to ZPUE on time. ZPUE has the right to charge statutory interest for each day of delay in payment.
- 5.8. ZPUE reserves the right to suspend the performance of the Sales Agreement and to

refuse to release the Equipment in the event that the Buyer fails to make the prepayment. In the event that ZPUE refuses to perform the Sales Agreement in accordance with the preceding sentence, all deadlines outlined in the Sales Agreement (including the time needed by ZPUE to undertake activities such as e.g. commencement of production, loading, transport order, etc.) shall be automatically and adequately postponed without the need to submit any additional statements and excluding any liability for damages of ZPUE.

- 5.9.** ZPUE has the right to suspend the performance of all or some of the Sales Agreements concluded with a given Buyer, as well as to suspend the acceptance for execution of new orders of this Buyer, in the event of any arrears in payment of due invoices or in the event of exceeding the credit limit agreed with a given Buyer, i.e. the limit of nonmatured receivables of ZPUE towards the Buyer increased by the value of confirmed orders. Suspension of Sales Agreements in accordance with the preceding sentence by ZPUE, shall automatically and appropriately postpone the dates of execution of these Sale Agreements (including the time required to carry out activities such as e.g. commencement of production, loading, transport order, etc.) without the need to submit any additional statements and excluding any liability for damages of ZPUE.
- 5.10** In the event of delays in payment for other deliveries made to the Buyer, ZPUE shall have the right to withdraw from the Sales Agreement following a prior request for payment of overdue receivables. In such case, the prepayment shall be allocated to the Buyer's debt. ZPUE shall have the right to exercise the right to withdraw from the Agreement reserved in this point within 12 months from the conclusion of the Sales Agreement.
- 5.11.** The Buyer authorizes ZPUE to issue VAT invoices without the signature of a person authorised to collect them on behalf of the Buyer and to send them to the Buyer's address indicated for correspondence.
- 5.12.** The date of receipt of payment shall be deemed to be the date on which the funds are credited to ZPUE's bank account.

## **6. WARRANTY AND LIABILITY**

- 6.1.** ZPUE grants warranty for the sold Equipment under the conditions specified in the warranty card attached to each Equipment.
- 6.2.** The Buyer shall be obliged to duly observe the warranty procedures. The Buyer shall be solely liable for any damage resulting from non-application of the warranty provisions, including failure to meet the specified deadlines.
- 6.3.** Warranty granted by ZPUE does not cover defects of the Equipment, which were caused by the Buyer or other persons to whom it entrusted with their use.
- 6.4.** ZPUE shall not be held liable for the appropriateness of the selection made by the Buyer with regards to the Equipment in terms of its working conditions and intended use, as

well as for the correct installation of the ZPUE does not conduct a technical and design analysis of the order with regards to the intended purpose of the Equipment.

- 6.5. The liability of ZPUE under implied warranty is excluded.
- 6.6 ZPUE's liability for any damages shall be limited to 20% of the total value of the Equipment sold under the Agreement. ZPUE shall not be held liable for any indirect damages and profit losses incurred by the Buyer, the User of the Equipment or any third parties. The limitation of liability shall apply in accordance with the applicable laws, regardless on the basis of the claim, i.e.: non-performance or improper performance of the Agreement, breach of warranty, gross negligence, strict liability or delict.”
- 6.7. The provisions of the warranty card shall supplement the provisions of the General Terms and Conditions regarding the scope of warranty. In the event of a discrepancy between the warranty card and the General Terms and Conditions, the content of the warranty card shall prevail, with the exception of items 6.2 to 6.6, which shall remain valid regardless of the contents of the warranty card.

## **7. RETENTION OF OWNERSHIP**

- 7.1. ZPUE reserves the ownership of all Equipment until full payment of the price by the Buyer.
- 7.2. Unless the entire price has been paid to ZPUE earlier, the Buyer shall transfer the receivables to ZPUE or otherwise oblige its contracting party to pay the remaining amount to ZPUE towards the price in the Equipment sale agreement concluded with its contracting party.
- 7.3. If before payment of the price the Buyer delivers the Equipment to a third party or if there is a breach of item 7.2 above, ZPUE may charge the Buyer with a contractual penalty in the amount of 30% of the net price of the Equipment and withdraw from other Sales Agreements concluded with the Buyer.

## **8. CONFIDENTIALITY**

- 8.1. The parties are hereby obliged to keep confidential any information obtained in connection with the performance of the Agreement, unless ZPUE gives its prior written consent, the Buyer will not use or disclose such information to third parties. In particular, data on discounts shall be considered confidential information.
- 8.2. The Buyer who uses or cooperates with third parties in the performance of the Agreement is obliged to inform these persons of the obligation to maintain the confidentiality of information and effectively enforce their obligation of confidentiality to the same extent as that obligation applies to them Buyer.



## 9. INFORMATION CLAUSE

Pursuant to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), we inform you that:

- 9.1. The Data Controller in case of making data available is ZPUE Spółka Akcyjna with its registered office in Włoszczowa (postal code 29-100) at ul. Jędrzejowska 79c, entered in the Register of Entrepreneurs kept by the District Court in Kielce, X Department of the National Court Register under KRS number 0000052770, share capital of PLN 12,362,008.83 - fully paid-up, NIP no.: 656-14-94-014, REGON no.: 290780734 hereinafter referred to as ZPUE in this paragraph.
- 9.2. A person whose personal data are processed by ZPUE may direct questions concerning the processing of such data to the following e-mail: [office@zpue.pl](mailto:office@zpue.pl)
- 9.3. ZPUE shall process personal data in order to implement the agreement. Providing data is voluntary, but necessary for efficient cooperation, and in some cases necessary due to applicable regulations (e.g. data for invoices).
- 9.4. The ZPUE shall process personal data on the basis of Article 6(1)(b), (c) and (f) of the GDPR.
- 9.5. Legally justified interests pursued by ZPUE may include, among others, determination and enforcement of claims, defence against claims, prevention of fraud, ensuring the security of the IT environment, application of internal processes for supervision of compliance with the law.
- 9.6. The recipients of personal data may be entities that provide services to ZPUE, including IT, advisory, accounting, auditing, legal, shipping, payment, archiving and document destruction services as well as services of auditors and notaries.
- 9.7. Personal data shall be stored for the time necessary for the conclusion and performance of the agreement. The storage period shall be extended by the statute of limitations of claims, if the processing of data is necessary to establish or assert possible claims or to defend against such claims by ZPUE. After these periods, the data will only be stored for the time required by the law.
- 9.8. The data subject has the right to request from ZPUE access to his/her personal data, to rectify, erase or limit the processing, the right to object to the processing as well as the right to transfer the data.
- 9.9. The data subject has the right to lodge a complaint with the head of the Data Protection Office.

## 10. AMENDMENTS TO GENERAL TERMS AND CONDITIONS

- 10.1. The General Terms and Conditions may be amended by ZPUE at any time. The

amended General Terms and Conditions shall enter into force upon publication on the following website [www.zpue.pl](http://www.zpue.pl)

- 10.2.** Any amendments to the General Terms and Conditions shall not apply to Sales Agreements concluded prior to the entry into force of the amended General Terms and Conditions.

## **11. FORCE MAJEURE**

- 11.1.** Neither Party shall be liable for non-performance or improper performance of its obligations under the Sales Agreement caused by force majeure.
- 11.2.** By force majeure the Parties understand an extraordinary event, independent of the Party concerned, unforeseeable and preventable, even if its avoidance would require taking actions whose costs would exceed the survivable benefits; in particular, as cases of force majeure are: war, natural disaster such as earthquake or flooding, explosion, fire, strike, etc.

## **12. FINAL PROVISIONS**

- 12.1** ZPUE declares that it has the status of a Large enterprise within the meaning of the Act of 08 March 2013 on combating excessive late payments in commercial transactions.
- 12.2.** The Parties shall aim at amicable settlement of any disputes related to the interpretation or performance of the Sales Agreement.
- 12.3.** The court competent to settle any disputes will be the court competent for the registered office of ZPUE.
- 12.4.** In matters not regulated in the General Terms and Conditions, the provisions of Polish law shall apply.
- 12.5.** The United Nations Convention on Contracts for the International Sale of Goods, drawn up in Vienna on 11 April 1980, shall not apply in the case of sales to entities having their registered offices in countries other than the Republic of Poland (foreign sales).
- 12.6.** The Buyer's template documents (including general terms and conditions, regulations) shall be excluded, even if they are included in the order or referred to by the Buyer in the order.