
General Conditions of Sale and Delivery TIPOMEGA P.S.A.

Effective from 11.01.2022

§ 1

Scope of application and acceptance of an order

1. These General Conditions of Sale and Delivery (“**the Conditions**”) apply to all offers, sale agreements and deliveries made by TIPOMEGA Prosta Spółka Akcyjna with its registered office in Gdańsk, Poland (“**TIPOMEGA**”) to its contractors being entrepreneurs.
2. All changes to agreements shall be null and void unless made in writing. Notifications sent in the form of a document are deemed to fulfil the written form requirement.
3. If there is any contradiction between the provisions of an agreement and the provisions of these Conditions, the provisions of the agreement shall apply.
4. In the event of any contradiction between the Conditions and general terms and conditions, model agreements, regulations and similar documents within the meaning of Article 384 et seq. of the Civil Code, applied by the Buyer, the content of the Conditions shall be exclusively binding, unless different provisions have been agreed in writing between TIPOMEGA and the Buyer.

§ 2

Order, delivery and shipping conditions

1. The prerequisite for the commencement of processing of an order is that the Buyer places an order, and the order is then confirmed by TIPOMEGA via an e-mail notification. TIPOMEGA is only bound to carry out the order if the terms of the order have been expressly confirmed. An order is fulfilled on the condition that the Buyer indicates:
 - 1.1. place of delivery (exact address, including the postcode),
 - 1.2. phone contact to the person responsible for collecting the goods,
 - 1.3. date or schedule for deliveries,
 - 1.4. details necessary for an invoice to be issued,
 - 1.5. e-mail address to which TIPOMEGA shall send invoices.
2. Unless otherwise agreed, the Buyer agrees to the issuance and receipt of an electronic invoice for the order fulfilled by TIPOMEGA.
3. If delivery is delayed due to circumstances that constitute force majeure, within the meaning of Article 8 of the Conditions, the delivery period shall be extended.
4. The delivery date may be postponed if the Buyer has not paid any previous liabilities to TIPOMEGA. In this case, any liability on the part of TIPOMEGA for late delivery is excluded. The Buyer’s order shall be delivered once all previous obligations towards TIPOMEGA have been settled.
5. In the event of any delay in the delivery, the Buyer may demand that the delivery is made, or, after setting an additional period and the expiry of the additional period, withdraw from the agreement. During the additional period, TIPOMEGA will not accept any liability, in particular for a failure to meet an obligation on time.
6. If the Buyer has postponed the agreed place or date of receipt of the goods, acting on the basis of prior approval by TIPOMEGA, and the goods ordered have not yet been dispatched from the warehouse, TIPOMEGA is entitled to retain the goods in the warehouse at the Buyer's risk, charging a storage fee of 3% of the gross invoice amount for each month started (plus applicable VAT).
7. If the Buyer has not collected delivery of the goods sent by TIPOMEGA at the appointed place and time, TIPOMEGA is entitled to:
 - 7.1. keep the goods in the warehouse at the Buyer's risk, and to charge a storage fee of 3% of the gross invoice amount for each month started (plus applicable VAT),
 - 7.2. charge the Buyer in full with the costs of shipping the goods.

TIPOMEGA is also entitled to set an additional period within which the Buyer must collect the goods. After the expiry of that period, TIPOMEGA shall be entitled to withdraw from the agreement and the same goods may be sold to another purchaser.

8. Unless agreed otherwise, provisions concerning the delivery shall apply in terms of a clearly and unambiguously stated price, accepted by TIPOMEGA.
9. In the event that the goods are not collected by the Buyer at the warehouse, unless agreed otherwise, the EXW TIPOMEGA Incoterm (INCOTERMS 2020), as applicable on the date of conclusion of the contract, shall apply.

§ 3

Payment

1. Payments must be made in accordance with the agreed payment terms. If no payment terms have been agreed, delivery of the goods is to be paid by a bank transfer to TIPOMEGA's bank account before the order is processed.
2. The Buyer is not entitled to withhold payment in connection with warranty claims or other counter-claims that are not accepted by TIPOMEGA.
3. In the event of a delay in payment, TIPOMEGA shall be entitled, after setting an additional period of fourteen days, to demand the immediate return of the goods and to take them back without prior notice, the Buyer being obliged to bear any costs incurred as a result.
4. In the event of a delay in payment, the Buyer shall be obliged to pay the maximum contractual interest for the delay in accordance with generally applicable regulations. The Buyer is obliged in any case to reimburse the costs incurred for the recovery of further damages resulting from the delay.

§ 4

Reservation of the title

1. The goods supplied by TIPOMEGA remain the property of TIPOMEGA until all obligations of the Buyer have been settled. If the Buyer is in default of performance, files for bankruptcy or insolvency proceedings are commenced against the Buyer, TIPOMEGA shall be entitled to demand delivery of the goods subject to retention of title, to take back the goods and/or to collect the debt arising from the performance of the obligation as a security. If TIPOMEGA's property is pledged or otherwise encumbered, the Buyer undertakes to assert TIPOMEGA's property rights and to communicate immediately with TIPOMEGA in this regard. Furthermore, the Buyer is obliged to reimburse TIPOMEGA for all costs associated with and necessary in any proceedings to enforce ownership of the goods belonging to TIPOMEGA.
2. If the Buyer acquires sole ownership of the goods delivered to the Buyer under retention of title by TIPOMEGA as a result of their processing or combining, there shall be an automatic transfer of ownership to TIPOMEGA in the ratio of the value of the retained goods to the other goods at the time of processing or combining. In such cases, the Buyer is obliged to store the new item, which is also to be regarded as reserved goods in the sense of these Conditions, free of charge and with due care. The value of the goods subject to retention of title shall be the gross amount indicated in the invoice.

§ 5

Liability for physical defects / statutory warranty

1. Defects must be reported immediately upon acceptance of the delivery, in writing or in the form of a document. A complaint is considered to have been lodged on time if any defects are notified to TIPOMEGA in writing or in the form of a document within fourteen days of receipt of the goods. In the absence of a complaint (made in time), the goods are deemed to have been delivered without defects.
2. Within the scope of the warranty, the buyer is entitled to request to:
 - 2.1 return the goods in accordance with § 6. of the Conditions,
 - 2.2. exchange the defective goods for non-defective goods,
 - 2.3 get a discount on the price of the goods.

3. Defects in individual items of an order shall entitle the Buyer to refuse the entire delivery only if the entire consignment is unusable due to the nature of the defect.
4. Conditional or assured properties within the meaning of the Civil Code regulations concerning sale agreements must be expressly designated as such assurances, otherwise TIPOMEGA will not accept liability for such properties.
5. Immediately upon receipt of the goods, the Buyer shall be obliged to examine the goods and identify any defects or shortcomings. If the goods are not inspected immediately upon receipt, TIPOMEGA will not be liable for any defects in the goods, unless it would not have been possible to detect the defects upon inspection.
6. TIPOMEGA's liability is also excluded if the Buyer has repaired the goods without TIPOMEGA's prior written consent. In the event of such a repair, TIPOMEGA will not be liable for any damage caused to the Buyer by the use of the defective goods.
7. The liability of TIPOMEGA for compensation for damage to things other than the delivered goods and for claims by third parties for damage to their property or their services by the goods is excluded.
8. TIPOMEGA is not liable for the consequences of errors made by third parties or the Buyer, in particular for the consequences of incorrect selection of the goods ordered.
9. TIPOMEGA is not liable for incorrect selection of items, in particular if this is due to the Buyer having provided incorrect or insufficient information in the order.
10. TIPOMEGA is not liable for defects that arise from incorrect use or application of the goods sold. The goods sold may only be used in accordance with the agreement or for their intended purpose. The Buyer is obliged to strictly comply with all generally applicable regulations, installation instructions and any other standards relating to the operation of the delivered goods.

§ 6

Return of the goods

1. The Buyer is entitled to return the undamaged goods at the Buyer's expense within 14 days of receiving the goods. In this case, the Buyer must deliver the goods in their original packaging to the address of the TIPOMEGA production plant.
2. The Buyer has the right to return a part of the goods, provided that the returned part of the goods is originally packed, does not constitute a component part of another device and its further resale is possible.
3. TIPOMEGA will draw up a visual inspection report every time it accepts returned goods. Based on the report, an assessment will be made as to whether the return of the goods is accepted.
4. The Buyer will receive an inspection report by e-mail, upon receipt of the returned goods, within 7 days of delivery of the goods to TIPOMEGA's production plant.
5. TIPOMEGA shall issue a correcting invoice on the basis of the inspection report drawn up upon receipt of the goods. The net value indicated on the correcting invoice shall be equal to the net value of the sale, less the net costs of shipping to the Buyer, the net costs of transport from the Buyer to TIPOMEGA's production plant (if transport costs are borne by TIPOMEGA) and handling costs amounting to 10% of the net value of the returned goods.

§ 7

Liability

1. Claims for damages made by the Buyer, irrespective of the legal basis, in particular in connection with delay, impossibility of performance, defects, consequential damages resulting from defects, bodily injury and damage to goods which are not the subject of the agreement, shall be excluded insofar as they do not result from wilful intent, gross negligence or are not excluded due to mandatory legal provisions.
2. TIPOMEGA's liability for gross negligence is limited to EUR 25,000 (in words: twenty five thousands).
3. The limitation of liability applies equally to the personal liability of TIPOMEGA's employees and agents and persons commissioned by TIPOMEGA to fulfil an obligation on behalf of the Buyer.
4. Any liability of TIPOMEGA towards third parties in connection with the execution of the agreement for the benefit of the Buyer is excluded, insofar as this does not result from mandatory legal provisions.

§ 8

Force majeure

In the event of force majeure, neither of the contracting parties shall be liable for breach of its obligations under the agreement. Force majeure shall include, in particular, labour strikes and all circumstances beyond the control of the parties such as war, riots, confiscations, embargoes, lack of means of transport, general supply shortages, energy restrictions, earthquakes, fires and other natural disasters.

§ 9

Personal data protection

1. The Buyer consents to the processing of personal and other data by TIPOMEGA by electronic means or in any other form. Being aware of the risks associated with electronic correspondence, in particular the possibility of data loss, the Buyer declares that the Buyer agrees to exchange information with TIPOMEGA also by e-mail.
2. Employees and collaborators of TIPOMEGA are obliged to maintain the trade and business secrets of the Buyer, even after expiry of the agreement.

§ 10

Place of performance, applicable law, competent court

1. The place of performance of the obligation, unless otherwise agreed by the parties, is the production plant in Lublewo Gdańskie.
2. Any disputes arising from this agreement shall be settled by a competent court in Gdansk. Polish substantive law applies to the agreement.
3. The invalidity of individual clauses of these Conditions shall not affect the validity of the remaining clauses. The invalid clause should be replaced by a provision which comes closest to the invalid clause.