



**GENERAL CONDITIONS OF SALE**  
**binding at all agreements concluded by**  
**Zakład Techniki Próżniowej „TEPRO” Spółka Akcyjna in Koszalin**  
**(version A-02/17)**

**§ 1**

1. These General Conditions of Sale (hereinafter referred to as GCOS) define the rules of concluding the sales agreements of goods of which producer and seller is Zakład Techniki Próżniowej "TEPRO" S.A. with headquarter in Koszalin, at the address: Przemysłowa str. 5, 75-216 Koszalin, registered in the National Court Register under KRS number 0000107653 (hereinafter referred to as ZTP TEPRO S.A. or TEPRO).
2. GCOS are an integral part of all sales agreements concluded by ZTP TEPRO S.A. including agreements concluded in the form of written order of goods offered to the entity who makes the purchase.
3. GCOS are available to the Buyer at the TEPRO headquarter or on the website [www.tepro.com.pl](http://www.tepro.com.pl) before concluding the written agreement.
4. These GCOS are the terms of the agreement binding parties in sale of goods. The parties exclude the use of other standard agreements (general terms of agreement, terms of sales, contract designs, regulations etc.) used or determined by the Buyer.
5. Provisions included in these GCOS may be changed only in written form on pain of invalidity. Conclusion of separate sales agreement excludes the GCOS only in the area regulated in it differently.
6. Different settlements between the parties agreed and confirmed in writing have precedence over the provisions of GCOS if the parties expressly so agree in writing.

**§ 2**

The following terms used in General Conditions of Sales mean:

1. **Seller** - Zakład Techniki Próżniowej „TEPRO” S.A. Przemysłowa str. 5, 75 – 216 Koszalin, VAT TAX NO: 669-05-01-578, NATIONAL BUSINESS REGISTRY NUMBER: 330293660.
2. **Buyer** - a legal person, an organizational unit without legal personality and natural person running a business.
3. **Date of payment** - the day when the payment for goods becomes due.
4. **Goods** - mobile items, services, products that can be sold under a sales agreement between the Seller and the Buyer.
5. **Order** – offer of purchasing the products placed by Buyer in writing, delivered in person, by letter, by courier, by fax or by e-mail, containing at least: the name of the product, quantity, Buyer's data necessary to issue a VAT invoice and the company data, contact details as well as the manner, date and place of receipt of the ordered goods.
6. **Order confirmation** – written statement of Seller about the acceptance of the received order, submitted to Buyer after its receiving along with terms of sale: at least the price of ordered article, total value of ordered goods, date of order execution, place and conditions of delivery/receiving and payment conditions.

**§ 3**

1. Information published on the Seller's web site, catalogues, brochures, leaflets, advertisements and other publications are not the offer within the meaning of the Civil Code even if they contain the price. Publications about the products offered by the Seller are for information purposes only. Patterns and samples presented by the Seller have demonstration and exhibition character. Detailed technical data given in publications may change at any time including due to constant changes in the technical industry.
2. The Buyer's order should contain the following data:
  - a. Buyer's name with address indication
  - b. VAT tax number
  - c. Indication of the offer number (if applicable)
  - d. Identification of the product with its trade name or alphanumeric symbol from the offer
  - e. Quantity of ordered Goods
  - f. Delivery/receiving date, place and conditions
3. The condition of successful conclusion of the sales agreement is placing an order by the Buyer and written confirmation of the order by the Seller (by e-mail, fax or letter). Written order confirmation means that the Seller has received an order and has accepted it for the implementation. Placing an order by the Buyer does not bind the Seller, and failure to respond to the order does not imply a tacit acceptance of the order.



4. The Seller may abstain from execution of the sale in case of doubt about the veracity of the data contained in the documents referred to in §3 section 2 of GCOS.
5. Cancellation of order by the Buyer is only permitted in exceptional situations, after prior written agreement of the conditions of order cancellation with the Seller. The Seller reserves the right to charge Buyer with actual costs incurred up to the time of the cancellation - no greater than the value of the order.
6. In case if the Seller is not able to execute an order due to force majeure, the Buyer shall not be entitled to claim damages for non-performance or late performance of the contract. The events referred to as force majeure include i.a. fire, strike, embargo, suspension of currency transfer, energy restrictions.

#### § 4

1. In case of different arrangements between the parties, the price of ordered goods is the price resulting from the order confirmation.
2. Prices quoted by the Seller are always the net prices to which will be added tax on goods and services at the rates of the day of the invoice. If there are no any different arrangements, the goods are shipped according to the rules of EXW KOSZALIN (INCOTERMS 2010) plus the standard Seller's packaging.

#### § 5

1. The Buyer is obliged to pay receivables from the sale of goods within the date indicated in the invoice.
2. The day of payment shall be deemed to be the date on which the payment is credited to the Seller's bank account indicated on the invoice, or the day of payment in cash.
3. In case of non-payment by the Buyer within the prescribed period, the Seller is entitled to charge statutory interest for late payment for each day of delay as well as demand for prepayment for

goods from already accepted subsequent orders.

4. Non-payment of receivables within the time specified on the invoice entitles the Seller to stop delivery of goods and suspend implementation of already accepted orders. The Seller may make the execution of a new order placed by the Buyer, which is in arrears with payments or pays invoices untimely, dependent on the advance payment for the new Buyer's order.
5. If the parties do not agree otherwise, the payment for ordered goods is carried out without any deductions and compensations of mutual claims.
6. Filing a complaint doesn't release the Buyer from the payment for goods at the agreed time.

#### § 6

1. The Seller is not liable for any loss, damage or expense (direct or indirect) resulting from the Buyer's claims for defects in delivery or delays caused by the activity of the logistic operator.
2. Delivery dates resulting from the arrangements between the parties can be changed in case of the events for which the Seller is not responsible.
3. If the Buyer extends agreed delivery time, or in case of failure in receiving the goods, the Seller is entitled to charge the Buyer with the costs of transport and costs of storage of 0,1% of sale value for each day of storage.
4. If delay in receiving of goods exceeds 2 weeks or if the Buyer refuses to receive the goods, the rules set out in § 3 point 5 shall apply.
5. The Buyer is obliged to check the conformity of the delivered goods with the order immediately after its receiving. The Buyer has to check in particular: condition of the parcel, the quality, quantity and assortment of delivered goods. The Buyer has to report immediately (not later than within 5

working days) every objection on this matter to the forwarder and Seller by preparing a protocol of nonconformity. The Seller reserves the right to inspect the reported damage at the place of delivery.

6. The Buyer may demand payment of a contractual penalty of 0.1% of the contract value for each day of delay in delivery, no more than 5% of the order value.

#### § 7

1. The Seller reserves the right of ownership for the goods sold, which has the effect that the Seller is the owner of the goods until full payment for the goods received and other charges arising from the sales contract, regardless of the place of storage or installation on other items.
2. From the time of opening the bankruptcy or composition proceedings in relation to the Buyer, the Buyer is obliged to mark the goods in a manner indicating the existence of a reservation of ownership rights to the Seller. In case of seizure of goods owned by the Seller in the course of enforcement proceedings directed against the Buyer, the Buyer is obliged to inform the Seller about this fact immediately and cooperate with the Seller in order to realize his rights against the party making the seizure using all available means. At the Seller's request the Buyer is obliged to provide immediately all the information about the place where the goods subject to Seller's ownership are stored.

#### § 8

1. The seller grants warranty for his products. The warranty period is 12 months from the date of sale.
2. Seller's liability for any damage caused by a defective product is limited by the Seller's insurer's decision on the extent of damage recognition.



### § 9

By accepting these GCOS, the Buyer agrees to the processing of his personal data by the Seller and the entities acting on his behalf in the country and abroad, in aim to the execution of contracts for the sale of goods offered by the Seller.

### § 10

In matters covered by trade secret the Buyer may not, without the Seller's consent, forward the knowledge and information obtained through commercial contacts with the Seller to third parties.

### § 11

1. The law applicable to these GCOS is Polish law
2. The texts of the contract and the GCOS in Polish language are the original version.
3. In the matters which are not regulated in these GCOS, the provisions of Civil Code shall apply.
4. In case of invalidity of singular provisions, the remaining provisions of these GCOS shall remain in force.

5. The parties will strive for amicable settlement of any disputes arising in connection with execution of contracts covered by these GCOS.

In case of inability to resolve dispute amicably, the proper court for settlement the dispute shall be the court competent for the place of the Seller's headquarter.

6. The GCOS are in force since February 6, 2017.

Koszalin, 01.02.2017