

General Terms of Sale

**of the company "Rauschert" Spółka z ograniczoną odpowiedzialnością Spółka komandytowa
(hereinafter referred to as Rauschert)**

I. Scope of Application

1. These General Terms of Sale shall constitute general terms of contracts as defined in Article 384 of the Polish Civil Code, and to the above extent specify and regulate the terms and conditions for conclusion, application and performance of the contracts of sale used at the company "Rauschert" Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, with its registered seat in Mysłakowice, hereinafter referred to as Rauschert or alternatively as "the Seller", with regard to the sale of goods which are the subject of Rauschert's statutory business activities and covered by Rauschert's commercial offer to the extent described above, hereinafter referred to as the Goods.

2. In the event of any discrepancies between the terms of a contract agreed upon by the Parties and these General Terms of Sale, the terms of sale agreed upon by contract by the Parties shall apply.

II. The Offer

1. The sketches, photographs, drawings and data concerning the weight and dimensions of the offered articles presented by Rauschert shall not constitute an offer as defined in the provisions of the Polish Civil Code and as such shall not have binding effect, unless same are specified as binding in the document itself.

2. Rauschert shall reserve the right to the ownership of and copyrights to the cost estimates, drawings and other materials, which may not be made available to third persons without Rauschert's explicit consent.

3. Rauschert may make available to third persons the sketches, photographs and drawings of the ordered articles provided by the Purchaser only with the Purchaser's consent.

4. Rauschert shall bear no liability for the operation and functioning of products made based upon the drawings, templates, models, etc. provided by the Purchaser.

5. The Purchaser shall guarantee that the drawings, sketches and patterns submitted by the Purchaser infringe no property rights of third persons.

6. Rauschert shall not be obliged to investigate whether the drawings, sketches and patterns submitted to Rauschert infringe the rights protecting the property of third persons upon implementation.

III. Conclusion of a Contract

- 1.** Under the terms and conditions specified herein, the Seller shall undertake to enable the Purchaser to purchase the Goods covered by the Seller's commercial offer, and the Purchaser shall undertake to collect such Goods in a timely manner and to pay, within the time limit agreed upon, the selling price agreed upon.
- 2.** A Contract of Sale shall only be concluded if the Purchaser makes a proper order and if the Seller confirms the acceptance of such order.
- 3.** The Goods covered by the Seller's commercial offer shall be goods which Rauschert does not have in stock, but shall provide to individual order, with the time of delivery specified separately for each individual order.
- 4.** Each time, the Purchaser shall submit to the Seller a written order signed by a person authorised to make statements and to bind the Purchaser, stating at least: the Purchaser's full name and address, the detailed specification of the Goods ordered, the quantity thereof, postulated delivery time and location, the price agreed upon with the Seller and the form and time limit for the payment agreed upon with the Seller.
- 5.** The Seller shall not undertake to investigate whether the person signing the order is authorised to do so. It shall be presumed that the person indicated in the order is authorised to act for and on behalf of the Purchaser in any category of matters arising from and/or connected with the conclusion or performance of the Contract of Sale.
- 6.** The Contract of Sale shall only be concluded if the Seller confirms acceptance of the order.
- 7.** The Seller shall confirm acceptance of the order in writing by making an order acceptance statement (fax or electronic mail shall be admissible). In the order acceptance statement, the Seller shall state in particular the assortment of the Goods, the quantity thereof, the date and location of the receipt/delivery, the price, and the form and time of the payment.
- 8.** Subject to the provisions of Item 10 below, the Contract of Sale shall be deemed concluded on the day on which the Purchaser receives the Seller's order acceptance statement.
- 9.** If the order made is impossible to be fulfilled, in particular with regard to the assortment of Goods covered by the order and/or with regard to the quantity, quality or postulated time and/or location of receipt/delivery of the Goods, the Seller will present in the order acceptance statement a possible method and/or the nearest possible time for the order completion. The method and/or time for the order completion specified in this manner shall be binding for the Parties unless the Purchaser submits a written renunciation of the order made, no later than 3 business days from the date of acceptance.
- 10.** The Seller shall reserve the right to fulfil the order in part while specifying the time for delivery of the remaining batch of the Goods ordered.
If a deposit has been agreed to be paid in the terms of payment, the delivery time may be prolonged by the period of delay in such part of the payment.

11. The delivery time shall be deemed met if the subject of the delivery has been received by the Purchaser prior to the lapse thereof, or if readiness for the receipt of the subject of the delivery has been declared.

12. The delivery time shall be prolonged as appropriate if circumstances connected with a collective dispute at the manufacturer arise, in particular a strike and/or lockout, or if circumstances constituting force majeure arise and have an effect on the production or shipping of the subject of the delivery.

13. If the delivery time is delayed at the Purchaser's request, Rauschert shall be entitled to specify a new delivery time and upon ineffective expiration thereof, to dispose of the subject of the delivery in a different manner and/or to complete the order for the Purchaser within the delivery time prolonged as appropriate.

IV. Price and Payment

1. The selling price shall be determined each time based upon the Seller's written offer made to the Purchaser (fax or electronic mail shall be admissible).

2. The prices shall be determined based upon Rauschert's stock in Mysłakowice, unless other written arrangements have been made.

3. Suspension of the payments and/or crediting of the delivery toward the Purchaser's claims against Rauschert shall be forbidden without Rauschert's written consent.

4. The date of crediting of Rauschert's bank account shall be deemed the date of payment.

5. In the event of a delay in payment, Rauschert shall charge interest for the delay in the amount of the statutory interest in force as of the day on which the obligation arises (invoice date).

VI. Passing of the Risk

1. The risk of an accidental loss of or damage to the Goods shall pass to the Purchaser upon receipt of the Goods or of part thereof or on the day on which readiness for receipt of the Goods is declared.

2. At the Purchaser's request, Rauschert shall insure the Goods at the Purchaser's expense against theft, against impairment-related damage and/or transport damage, and against any and all other insurable risks. The scope of the insurance shall be determined by the Purchaser.

3. If the receipt of the Goods is delayed for reasons attributable to the Purchaser, the risk shall pass to the Purchaser on the day on which the shipment becomes ready. However, at the Purchaser's request and expense, Rauschert shall be obliged to conclude for and on behalf of the Purchaser contracts of insurance to the extent requested.

4. The Goods delivered as part of the Contract concluded, even if showing incidental defects, should be accepted by the Purchaser, irrespective of the rights stemming from Section VIII hereof.

VII. Retention of Ownership

1. Rauschert shall reserve the right to the ownership of the subject of the delivery until all dues to Rauschert from the Purchaser are paid.

2. In the event of the Purchaser's acting contrary to the contract, in particular delay in payment, Rauschert shall be entitled to recover the subject of the delivery following a written request and the Purchaser shall be obliged to hand over same. Repossession and seizure of the subject of the delivery by Rauschert shall mean renunciation of the Contract only when Rauschert explicitly makes such statement in writing. The Purchaser will immediately notify Rauschert of any seizure of the subject of the delivery or of any other claims of third persons concerning the subject of the delivery.

3. The Seller shall be entitled to collect the amounts due to the Seller. However, Rauschert shall undertake not to collect the amounts due as long as the customer is correctly fulfilling the customer's payment obligations.

4. Until the entire amount due is paid, the Purchaser may not pledge the subject of the delivery or transfer ownership thereof as security for debt. If the subject of the delivery is seized, confiscated or disposed of in any other manner by third persons, the Purchaser shall be obliged to immediately inform Rauschert of this fact.

VIII. Liability for Delivery Defects

1. The Purchaser shall be obliged to inspect the subject of the delivery immediately upon receipt thereof. Any recognised patent defects should be reported to Rauschert within 8 (eight) days following the receipt of the Goods under pain of losing the right to pursue claims.

2. The subject of the delivery and all parts thereof which within 3 (three) months from the date of delivery, due to structural defects, wrong raw materials used for creation thereof, or defects in the workmanship, prove to be useless or to have significantly limited usage, shall be repaired at Rauschert's expense or will be redelivered free of defects – at Rauschert's discretion.

3. The Purchaser shall be obliged to immediately notify Rauschert in writing of any defects referred to in Item 2 above. Ownership of the parts subject to replacement shall be returned to Rauschert.

4. Rauschert shall only be liable for the defects of the materials provided by the Purchaser when a defect was identifiable with due diligence.

5. In case of production based upon the Purchaser's drawings, Rauschert shall only be liable for conformity to the drawing.
6. Rauschert shall bear no liability for any damage caused by the following reasons: improper usage or use inconsistent with the intended purpose, incorrect assembly, natural wear, incorrect or negligent handling, improper use, chemical effects.
7. For the purpose of implementing all of the corrections and replacement deliveries deemed to be necessary by Rauschert, the Purchaser should, in agreement with Rauschert, make this possible for Rauschert and specify the time required for this, otherwise Rauschert shall be exempted from the responsibility for defects.
8. Any costs arisen in connection with repair or replacement delivery shall be incurred by the Seller.
9. Rauschert shall bear no liability for any indirect losses or lost profits.
10. Exemption from responsibility shall not apply to cases of intentional damage or gross neglect on part of Rauschert or of Rauschert's employees for whom Rauschert bears responsibility.
11. The above shall also not apply to cases when the subject of the delivery lacks the properties which have been explicitly promised if such promise aimed to protect the Purchaser from damage which has not been incurred by the subject of the delivery itself.

X. Purchaser's Right to Renounce the Contract

1. The Purchaser may renounce the Contract if it becomes impossible for Rauschert to perform the entire service prior to the date of passing of the risk.
2. If the service is delayed as defined in Chapter III hereof and the Purchaser grants the delayed Seller proper additional time and explicitly states that the Purchaser refuses to accept the service upon lapse thereof, and the time limit is not met, then the Purchaser shall be entitled to renounce the Contract.
3. If it becomes impossible for Rauschert to provide the service through the Purchaser's fault or when the Purchaser delays receipt, then the Purchaser shall be obliged to perform a reciprocal service.
4. In addition, the Purchaser shall have the right to renounce the Contract if Rauschert causes through Rauschert's fault expiration of the appropriate additional time granted to Rauschert for repair or for replacement delivery with regard to the defects for which Rauschert bears responsibility as defined herein.
5. The Purchaser shall also retain the Purchaser's right to renounce the Contract in other cases of failed repair or unsuccessful replacement delivery.

XI. Seller's Right to Renounce the Contract

- 1.** If unforeseen circumstances as defined in Chapter III hereof occur, and if such circumstances markedly alter the economic significance or details of the service or have a significant impact on Rauschert's activities, as well as if the subsequent performance of the service proves impossible – the Parties will adjust the contractual provisions as appropriate. If that is not economically justified, Rauschert shall have the right to renounce the Contract in full or in part.
- 2.** The renunciation referred to in Item 1 above shall not give the Purchaser any grounds for raising claims for compensation. If Rauschert wishes to exercise the right to renounce the Contract, Rauschert shall be obliged to immediately notify the Purchaser for this purpose, even if prolongation of the delivery time has been agreed upon with the Purchaser prior to that.
- 3.** Rauschert shall have the right to renounce the Contract if the Purchaser delays payment of the invoices for a period longer than 14 business days.

XII. Final Provisions

- 1.** The laws of the Republic of Poland shall apply to each category of matters arising from and/or connected with the conclusion or performance of contracts of sale covered herein.
- 2.** To all matters not covered by the provisions hereof regarding the rights and obligations of the Parties to the Contract of Sale, the provisions of the Polish Civil Code and/or other applicable mandatory legal provisions shall respectively apply.
- 3.** Any possible disputes and/or claims which may arise between the Parties in any category of matters arising from and/or connected with the conclusion or performance of contracts of sale covered herein, in particular those arising from and/or connected with the conclusion, contents, application, termination, avoidance and/or discharge of obligations arising from contracts of sale will be settled by ordinary courts having jurisdiction over the subject matter and over the Seller's seat.
- 4.** Upon receipt of the delivery, the customer shall accept the General Terms of Sale of the company "Rauschert" Spółka z ograniczoną odpowiedzialnością Spółka komandytowa available at www.rauschert.com.pl.