

GENERAL TERMS AND CONDITIONS OF SALE HYDROPPRESS WOJCIECH GÓRZNY

These General Terms and Conditions of Sale constitute an integral part of the contract and any modification hereof shall be null and void unless made in writing. These terms and conditions do not apply to contracts made with consumers. Provisions of these General Terms and Conditions of Sale do not apply also to contracts made with a natural person, if the contract is directly related to the business activity of the person, but it follows from the content of the contract that the contract is of no professional nature for that person (Article 385⁵ of the Polish Civil Code). Wojciech Górzny who operates a business activity under the business name HYDROPPRESS Wojciech Górzny, is hereinafter referred to as the Seller or HYDROPPRESS.

1. OFFERS

Catalogues, price lists and other marketing materials are not deemed an offer as stipulated in the provisions of the Polish Civil Code.

2. MAKING A CONTRACT

To make a sales contract, a mutual declaration of intent of the parties is required as to all material aspects of the sales contract, in particular the item(s) sold, name or index number of the item(s) or service(s), price, quantity, delivery date, terms and place of receipt or delivery and payment terms.

1. The contract is also made when HYDROPPRESS accepts a written order submitted by the Buyer, in which quantity, type and price of ordered goods, as well as date and place of delivery and terms of payment are specified.
2. The Seller allows declarations of intent to be made through the means of distance communication (fax, electronic form), however, where the Seller deems it necessary they reserve the right to require that the declaration of intent be made in a specific form, to be specified by the Seller.
3. The contract made by and between the Seller and the Buyer is a sales contract, therefore the Seller is responsible for the quality of the goods as provided for in the provisions of the Polish Civil Code, allowing for any legally permissible amendments specified in these General Terms and Conditions of Sale. The Seller is not responsible for any adverse consequences of improper connection/selection/fitting of individual elements purchased by the Buyer.
4. If the order refers to the previously prepared offer, the offer number should be quoted in the order to expedite and ensure error-free execution of the order. If the offer number is not quoted, the Seller shall not be liable for any price inconsistencies on the VAT invoice, non-availability of the goods or non-compliance with the specific parameters of the goods specified in the Buyer's original inquiry.
5. The Seller is not responsible for any errors and inconsistencies made by the Buyer in the order.
6. The Seller reserves the right to request a prepayment, in particular when the goods are prefabricated, manufactured to the Buyer's specifications or imported by the Seller to meet the Buyer's custom-order.

3. PRICE

1. Unless otherwise stated, transport cost for the ordered goods shall be borne by the Buyer. The price of transport shall be determined on the basis of the Seller's price list for transport services or as specified in the offer.
2. Unless otherwise specified in the contract or on the VAT invoice issued to the Buyer, payment for the sold goods shall be made in cash or by bank transfer prior to the goods delivery or shipment to the Buyer.
3. Where the parties expressly agree in the contract or indicate on the VAT invoice, it is allowed to make payments after the goods delivery or shipment. In such case, the payment date shall be agreed each time by the parties.
4. In order to make a contract with a deferred payment date, the following documents must be submitted to the Seller:
 - a) a copy of the Buyer's current entry in the National Court Register or a certificate of entry in the business register – issued within a month prior to submission date;
 - b) the following certificates: on assigning a NIP (tax ID) number and REGON number and a certificate of no tax arrears;
 - c) a list of persons authorised to collect the ordered goods and sign a VAT invoice documenting the sale. The Buyer is put under an obligation to update the submitted list and notify the Seller of any changes therein in writing.
5. If the Buyer is in default with payment of the selling price to the Seller, the Buyer shall pay to the Seller default interest at the rate equal to four-times the annual Lombard rate of the National Bank of Poland.
6. The Seller reserves the right, giving no reasons, to request additional documents and to refuse to make a contract with a deferred payment date.
7. If the selling price is agreed by the parties in Euro, Euro exchange rate shall be calculated based on the Euro sell price in the National Bank of Poland applicable on the invoice issue date.
8. The Seller reserves the right to change the goods prices, introduce new goods, start and end promotional campaigns and sales. The above right shall not affect the prices of goods ordered by the Customer before the effective date for the price changes, terms of promotional campaigns or sales.
9. The Seller may refuse to deliver relevant permits, certificates and approvals or to carry out tests, if the Buyer's request to obtain such documents is submitted following the Seller's acceptance of the order.

4. DELIVERY DATE

1. The delivery time limit specified in the contract runs from the date of sending (by post, fax or e-mail) of the order acceptance or upon the date of making the contract.
2. If the execution of delivery depends on effecting a specific advance payment by the Buyer or submitting certain documents, the time limit runs from the date of crediting the Seller's bank account (in the case of the advance payment) or from the date of submitting certain documents. The delivery date is deemed to be met if prior to its expiry the ordered goods are packed and sent to the Buyer, or when the contract stipulates that the Buyer shall collect the goods themselves, if within that time limit HYDROPPRESS notifies the Buyer that the goods are ready to be handed over.
3. The time limit may be extended in the event of Force Majeure. All circumstances that hinder the execution of the order, are beyond the Seller's control and could not be foreseen by the Seller are considered as Force Majeure. In such case, the Seller shall immediately notify the Buyer of the Force Majeure event and specify a new delivery date.
4. If the delivery is delayed for more than 2 weeks, the Buyer shall have the right to set an appropriate time limit for the Seller to complete the delivery, which if not met, may result in the contract withdrawal. If the Buyer exercises their right to withdraw from the contract, they shall have the right to seek damages under the general principles of civil law.
5. If the delivery is delayed due to reasons attributable to the Buyer, the Buyer shall be charged with flat-rate storage costs of the ordered goods amounting to 0.5% of their value for each commenced week of storage.

5. DELIVERY

1. The risk associated with the sold goods (risk of accidental loss) shall pass to the Buyer no later than at the time of loading the goods or, if the offer specifies otherwise, as provided for in the applicable INCOTERMS 2010.
2. The Seller is obliged to deliver the goods, which are the subject of the Sales Contract, free of any defects.
3. The ordered goods shall be delivered to the Buyer via a carrier (third party) to the address specified in the order.

4. The Buyer is obliged to inspect the delivered consignment at the time and in the manner accepted for the particular type of consignment. In the event of loss or damage to the consignment, the Buyer has the right to request the relevant report to be drawn up by the carrier's employee. Each case of damaged consignment or incomplete delivery shall be immediately (within 3 working days) notified by the Buyer to the Seller and documented in a note drawn up with the carrier. When no relevant report on the damage or incomplete delivery is submitted, a complaint for incomplete delivery or damaged consignment shall not be admitted.
5. When the Buyer is absent at the address specified in the order as the delivery address, the carrier's employee will leave a notice or attempt to contact the Buyer by phone to determine the date when the Buyer will be present. If the carrier returns the ordered goods to the Seller's location, the Seller will contact the Buyer by e-mail or by phone in order to agree with the Buyer new date and cost of delivery.
6. The Seller shall not be held responsible for any damage or loss of the shipment during the transport and for delays in delivery due to reasons attributable to the carrier.
7. If the delivery option specified by the Customer in the order is "personal collection", they shall collect the goods within 7 days of the order acceptance. If no declaration as to the personal collection is made, the goods will be sent to the Customer's address and the transport costs shall be added accordingly.

6. OWNERSHIP

1. All goods sold to the Buyer shall remain the property of the Seller until their price has been paid in full. Until then, the Buyer may not transfer the ownership of the goods, pledge them as any security or transfer their possession under any title whatsoever to third parties.
2. Where the ordered goods are processed or mixed with other goods before the ownership thereof is transferred to the Buyer, the ownership of thus resulting goods shall be transferred to the Seller.
3. In the event of a delayed payment of the selling price, the Seller may choose one or more of the following options:
 - a) request the payment of interest at the rate specified in clause 3.5 of these Terms and Conditions of Sale;
 - b) withdraw from the contract in whole or in the part which is not yet performed;
 - c) suspend the performance of subsequent contracts.
4. If any third party claims are made on the goods owned by the Seller, or if the goods are seized in enforcement proceedings, the Buyer is obliged to notify the Seller without undue delay and to notify the person making their claims or seizing the goods of the ownership title held by the Seller.

7. GUARANTEE

1. The Seller provides a guarantee for all parts or components sold. The guarantee period is 12 months from the date of delivery. During the guarantee period the Buyer may choose to have the defective products either repaired, or replaced with the new ones or, when it is impossible to repair them, the Seller shall reimburse their selling price and issue a credit note [*faktura korygująca*].
2. The parts replaced with the new ones shall become the property of the Seller. The exchanged or replaced parts shall be covered by the same guarantee as the subject of delivery.
3. The guarantee shall not cover damage caused by a mechanical, thermal, chemical and similar factors that result from the Buyer's acts or omissions.
4. The guarantee shall not cover the products repaired or modified without a written consent of the Seller.
5. The guarantee shall not cover products installed or used in a manner inconsistent with the instructions given by the Seller, i.e. operation and maintenance manual, catalogue cards.
6. If the repair proves ineffective due to a reason attributable to the Seller, the Seller may at their discretion offer the Buyer a relevant price reduction or withdrawal from the contract.
7. If any defects occur during the guarantee period, the following steps should be taken:
 - a) contact the regional representative of Hydropress or the company's head office in Elbląg without undue delay;
 - b) provide the above-mentioned individuals/entity with all information (like type of machine, operating parameters, available technical documentation, circumstances, collection of material for analysis and others) based on which the cause of such defect can be determined.
8. The defective product may only be disassembled when a written decision by the regional representative or the Hydropress head office is issued (otherwise the guarantee shall be lost). The written decision shall be provided to the Buyer in the form of a memo, fax or e-mail within one business day of obtaining the information required under item 2 of these Terms and Conditions of Sale. Failure to provide the required information by the Buyer shall render the complaint ineffective.
9. The costs of disassembly, shipping, insurance and reassembly shall be borne by the Buyer.
10. If the complaint is admitted, the repaired or replaced products shall be sent to the Buyer at the expense of Hydropress.

8. GOODS RETURN

1. Except for well-grounded complaints, the Seller shall not allow the return of the goods by the Buyer.
2. Any deviations from the above provision are allowed only after obtaining a Seller's consent to return which shall not be valid unless made in writing.
3. The Seller (when the consent to return is given) shall only accept the return of undamaged and sorted unused goods, packed in the original and intact packaging.
4. Where the consent to return the goods is given, the Seller has the right to charge handling costs in the amount of 20% of the goods value.

9. SCOPE OF LIABILITY FOR DAMAGES

1. The Seller is liable for the consequences of their failure to perform the contract or its improper performance, when such failure to perform or improper performance is caused by wilful misconduct or gross negligence of the Seller.
2. Hydropress's liability for damages due to defects in the goods shall be limited only to the actual loss as to the defective goods themselves and all other liability shall be excluded.
3. Hydropress shall not be held liable for any misinterpretation of the information and technical data contained in its materials. The use of information other than the one published in Hydropress's materials that refer to Hydropress products, is only allowed under the sole responsibility of the Buyer. The parties exclude the Seller's liability under the implied warranty [*z tytułu rzekomości*] for physical defects of the sold goods. If it is necessary for the Buyer to exercise their rights under the warranty [*z tytułu gwarancji*], the Seller's liability for physical defects of the delivered goods shall cover the cost of new parts delivered in exchange for defective ones, the cost of their transport in the territory of Poland and repair of the sold equipment.

10. JURISDICTION

The court having jurisdiction over the registered office of the Seller shall be the court competent to settle any disputes related with making the sales contract.