

GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions of Sale constitute an integral part of the agreement, and any amendment to them must be made in writing under pain of nullity. These conditions do not apply to contracts concluded with consumers. The provisions of these General Terms and Conditions of Sale do not apply to contracts concluded with a natural person if the contract is directly related to the business activity of that person, but it follows from the content of the contract that the contract is not of a professional nature for that person (Article 3855 of the Civil Code). Wojciech Górzny, conducting business activity under the name HYDRO PRESS Wojciech Górzny, is hereinafter referred to as the seller or HYDRO PRESS. **To the agreements under which HYDRO PRESS provides services, the provisions of these terms and conditions in terms of the Offer, Conclusion of the Agreement, Price, Term, Warranty, Liability for Damages and jurisdiction of the court shall apply accordingly.**

1. OFFERS

Catalogues, price lists and other advertising materials are not an offer within the meaning of the provisions of the Civil Code.

2. CONCLUSION OF THE AGREEMENT

In order to conclude a sales agreement, a joint declaration of intent of the parties is required as to all essential elements of the sales agreement, in particular the subject of sale, the name or index of the item or service, the price, quantity, delivery date, terms and place of collection or delivery, and payment terms.

- The contract is also concluded if HYDRO PRESS accepts a written order placed by the buyer specifying the quantity and type of goods to be ordered, their price, date and place of delivery and payment terms.
- The seller allows for making declarations of will by means of distance communication (fax, electronic form), however, if in the seller's opinion it is necessary, he reserves the right to require a specific form of making a declaration of will specified by him.
- The contract concluded between the seller and the buyer is a sales contract, therefore the seller is responsible for the quality of the sold goods under the conditions specified in the provisions of the Civil Code, taking into account the legally permissible changes contained in these general terms and conditions of sale. The seller is not responsible for any negative consequences of improper connection/selection/fitting of individual elements purchased by the buyer.
- If the order concerns a previously prepared offer, its number should be quoted on the order in order to quickly and error-free execution of the order. If the offer number is not referred to, the Seller is not responsible for any price discrepancies on the VAT invoice, lack of availability of the goods, as well as inconsistencies in the specific parameters of the goods specified in the original request for quotation of the buyer.
- The seller is not responsible for errors and inconsistencies made by the buyer in the content of the order.
- The seller reserves the right to demand prepayment, in particular in the case of prefabricated goods, manufactured according to the buyer's specification or imported by the seller on the buyer's special order.

3. PRICING

- Unless otherwise stipulated, the cost of transport of the ordered goods shall be borne by the buyer. The basis for determining the price of transport is the price list of transport services applicable at the seller or as indicated in the offer.
- Unless otherwise stipulated in the contract or on the VAT invoice issued to the buyer, the payment for the sold goods should be made in cash or by bank transfer before the goods are handed over or sent to the buyer.
- It is allowed, provided that the parties expressly agree in the contract or it is indicated on the VAT invoice, to make payments after the goods have been released or issued. In such a case, the payment date will be determined by the parties each time.
- In order to conclude an agreement with a deferred payment date, it is necessary to provide the seller with the following documents:
 - a) a copy of the buyer's current National Court Register or a certificate of entry in the register of business activity – not older than one month; b) certificates: on assigning a NIP number, REGON number, on not being in arrears in paying taxes;
 - c) a list of persons authorized to collect the ordered goods and sign a VAT invoice documenting the sale. The Buyer is obliged to update the submitted list by informing in writing about any changes to its provisions.
- In the event of a delay on the part of the buyer in the payment of the sale price due to the seller, the buyer will pay interest for the delay at a rate equal to four times the NBP lombard loan rate per annum.
- The Seller reserves the right, without giving any reason, to request additional documents and to refuse to conclude an agreement with a deferred payment date.
- If the parties agree on the sale price in Euro, the Euro exchange rate will be converted according to the selling rate of this currency in the National Bank of Poland as of the date of issuing the invoice.
- The Seller reserves the right to change the prices of goods, introduce new goods, carry out and cancel promotional campaigns and sales. The above right does not affect the prices of goods ordered by the Client before the date of entry into force of price changes, terms of promotional campaigns or sales.
- The Seller may refuse to issue appropriate permits, certificates, attestations or tests if the buyer determines his need to obtain these documents after the order has been accepted by the Seller.

4. DELIVERY DATE

- The delivery period specified in the contract begins at the moment of sending (by post, fax, e-mail) the confirmation of acceptance of the order or at the moment of concluding the contract.
- If the delivery depends on the buyer paying a specific advance payment or providing documents, the time limit starts from the date of crediting the seller's bank account (in the case of an advance payment) or from the date of delivery of documents. The deadline is considered to have been met if before its expiry the ordered goods are packed and sent to the buyer or, if the contract stipulates that the buyer will collect the goods himself, if HYDRO PRESS declares its readiness to release them within this time.
- The deadline may be extended in the event of higher sieve. Force majeure is considered to be any circumstances that hinder the execution of the order, and are beyond the control of the seller and the seller could not have foreseen them. In this case, the seller will immediately notify the buyer of the occurrence of a higher sieve and specify a new delivery date.
- In the event of a delay in delivery exceeding 2 weeks, the buyer will have the right to set an appropriate deadline for the seller to make the delivery under pain of withdrawal from the contract. In the event of exercising the right to withdraw from the contract, the buyer will have the right to claim damages on general terms.
- If the delivery is delayed for reasons attributable to the buyer, the buyer will be charged with a flat cost of storage of the ordered goods in the amount of 0.5% of its value for each commenced week of storage.

5. DELIVERY

- The risk associated with the sold goods (the risk of their accidental loss) is transferred to the buyer at the latest at the time of loading the goods or, if otherwise indicated in the offer, according to the applicable INCOTERMS 2010 conditions.
- The Seller is obliged to deliver the goods being the subject of the Sales Agreement without defects.
- The ordered goods are delivered to the buyer via a carrier (third party) to the address indicated in the order.

- The buyer is obliged to examine the delivered parcel in time and in the manner accepted for parcels of a given type. In the event of a loss or damage to the shipment, the buyer has the right to demand that the carrier's employee draw up an appropriate protocol. Each case of damage to the shipment or shortages should be immediately (within a period not exceeding 3 working days) reported by the buyer to the seller and documented by a note made with the carrier. In the absence of a proper report on damage or deficiencies, a complaint for shortages or damage in transport will not be accepted.
- In the event of the buyer's absence at the address indicated by him, provided when placing the order as the delivery address, the carrier's employee will leave a notification card or attempt to contact us by phone in order to arrange the date when the buyer will be present. In the event of the return of the ordered goods to the seller's premises by the carrier, the seller will contact the buyer by e-mail or phone in order to re-arrange the date and cost of delivery with the buyer.
- The seller is not responsible for damage or loss of the shipment in transport and delays in delivery caused by reasons attributable to the carrier.
- If in the order the Recipient has specified in detail the type of receipt of the goods as "personal collection", he should collect it within 7 days from the date of confirmation of the order. If you do not commit to personal collection, the goods will be sent to the Recipient's address with added transport costs.

6. OWNERSHIP

- All goods sold to the buyer remain the property of the seller until the price is paid in full. Until then, the buyer may not transfer their ownership, provide them with any security or transfer their possession under any title to third parties.
- If the ordered goods are processed or mixed with other items before the transfer of ownership to the buyer, the ownership of the resulting item is transferred to the seller.
- In the event of a delay in the payment of the sale price, the seller may use one or more of the variants of his choice:
 - a) demand 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 part not yet performed;
 - c) suspend the performance of further contracts.
- The buyer, in the event of any claims by third parties to the goods owned by the seller, or seizure of the goods in enforcement proceedings, is obliged to immediately inform the seller about it and notify the person making the claims or making the seizure of the seller's ownership right.

7. WARRANTY

- The seller provides a warranty for the products that are the subject of the sale. The warranty period is 12 months from the date of delivery. During the warranty period, defective products will be repaired, replaced with new ones at the seller's choice or, if repair is not possible, the seller will refund the sale price and issue a correction invoice. The warranty does not apply to products sold as defective. In relation to defective products, the quality guarantee is excluded.
- The listed products become the property of the seller. The same warranty is provided for replaced or replaced products as for the subject of delivery.
- The warranty does not cover damage caused by mechanical, thermal, chemical factors, etc. resulting from an act or omission by the buyer.
- The warranty does not cover products repaired or modified without the written consent of the seller.
- The warranty does not cover products installed or used in a manner contrary to the instructions issued by the seller, i.e. DTR, data sheets.
- In the event of ineffective repair due to a cause attributable to the seller, the seller at his discretion may offer the buyer an appropriate price reduction or withdrawal from the contract.
- If defects occur during the warranty period:
 - a) immediately contact the regional representative or the Hydropress headquarters in Elbląg;
 - b) provide all the above-mentioned information (type of machine, operating parameters, available technical documentation, circumstances, collection of material for analysis and others) that will enable the determination of the cause of the defect.
- Disassembly of a defective product is possible (under pain of losing the warranty) after issuing a written decision of the regional representative or Hydropress headquarters. A written decision will be communicated to the buyer in the form of a memo, fax, e-mail within one working day from obtaining the information required under point 2 of these terms and conditions of sale. Failure to provide the required information by the buyer renders the complaint ineffective.
- The costs of disassembly, shipping, insurance and reassembly are borne by the buyer.
- If the complaint is accepted, the repaired or replaced products will be sent to the buyer at the expense of Hydropress.
- In the case of the service performed by Hydropress on elements supplied by the Customer, including new but not purchased from Hydropress and in particular on used elements (in particular, services such as: unclamping the system provided by the Customer, i.e. a used hose connected to a used fitting, and then crimping a new hose to the used fitting, a used hose to a new fitting or a used hose to a used fitting), Hydropress does not guarantee tightness system made in this way and therefore does not ensure that the system made in this way will not fail leading to damage. We assure you that we will perform the service in a professional and careful manner, however, in the process of forging as well as re-crimping, the tip may be damaged. The tip may also be damaged before the start of unbreaking, which Hydropress is not able to check and for which it does not take responsibility.

8. RETURNS

- Except in cases of justified complaints, the seller does not allow the buyer to return the goods.
- Any deviations from the above rule are allowed only after obtaining the seller's consent to the return expressed in writing under pain of nullity.
- The seller (in the case of agreeing to the return) accepts the return only of undamaged and unused sorted goods packed in the original and intact packaging.
- In the case of agreeing to return the goods, the seller has the right to charge handling costs in the amount of 25% of the value of the goods.

9. SCOPE OF LIABILITY FOR DAMAGES

- The seller is responsible for the consequences of non-performance or improper performance of the contract in the event that the non-performance or improper performance of the contract was caused by the seller's intentional misconduct or gross negligence.
- Hydropress's liability for damage due to defects of the goods/product is limited only to the actual loss caused to the goods themselves, and all other liabilities are excluded.
- Hydropress is not responsible for misinterpretation of information and technical data contained in its materials. The use of information other than those published in the Hydropress materials for Hydropress products is allowed only at the sole responsibility of the purchaser. The Parties exclude the seller's liability under the warranty for physical defects of the products sold. If the buyer needs to exercise his rights under the warranty, the scope of the seller's liability for physical defects of the delivered goods includes the cost of delivered new parts in exchange for the defective ones, the cost of their transport in Polish and repair works of the sold device.

10. JURISDICTION OF THE COURT

The court competent to settle any disputes related to the conclusion of the sales agreement is the court with territorial jurisdiction over the seller's registered office.