



GENERAL COMMERCIAL CONDITIONS OF PREVAC SP. Z O.O.

APPLICABLE TO REPAIRS OF EQUIPMENT PERFORMED BY THE COMPANY'S TECHNICAL SERVICE DEPARTMENT

This document (hereinafter GCC) specifies the general commercial conditions applicable to repairs of equipment performed by the technical service department of the company PREVAC Sp. z o.o. constitutes an integral part of offers, agreements or order confirmations and is binding for both Parties unless the Parties have expressly agreed in writing otherwise. The placement of an order shall be equivalent to acceptance of these GCC.

1. General provisions

- 1.1. These GCC related to repairs of equipment by PREVAC's technical service department shall apply to all equipment repair agreements entered into by PREVAC as the Seller.
- 1.2. The following terms used in GCC shall have the following meanings:
PREVAC – the company PREVAC Sp. z o.o. with its registered office at the following address: ul. Raciborska 61, Rogów (postal code 44-362), Poland, number of entry in the National Court Register: 0000130401; tax identification number NIP: 647-17-82-175;
Ordering Party – a domestic or foreign business partner who has submitted a request for quotation concerning a repair of equipment by PREVAC's technical service department;
Parties – PREVAC and the Ordering Party;
Preliminary Offer – a written offer provided to the Ordering Party before equipment is delivered for repairs;
Final Offer – a written offer provided to the Ordering Party and drawn up on the basis of an expert opinion on equipment and specifying the conditions of repairing equipment by PREVAC's technical service department.
GCC – these General Commercial Conditions applicable to repairs of equipment performed by the technical service department of the company PREVAC sp. z o.o. with its registered office in Rogów.
- 1.3. These GCC shall be the only and complete contractual arrangement binding the Parties with respect to repairs of equipment provided against payment. Thus the Parties exclude the application of any other contractual provisions. All other conditions used by the Ordering Party shall not apply.
- 1.4. The provisions of these GCC may be changed only by PREVAC in writing, otherwise any such changes shall be null and void.

2. Declaration of Contamination

- 2.1. All equipment sent to PREVAC's technical service department shall be accompanied by a filled in, signed and stamped Declaration of Contamination, whose specimen is available at PREVAC's registered office or its website at www.prevac.pl;
- 2.2. All equipment sent to PREVAC's technical service department without a filled in and signed Declaration of Contamination shall be returned to the sender at its cost.

3. Prices and Final Offer confirmation

- 3.1. The price of providing a repair service presented in the preliminary offer shall be an estimate. The final price shall be specified after preparing an expert opinion on equipment and quoted to the Ordering Party in the Final Offer.
- 3.2. All prices quoted in a currency other than the Ordering Party's settlement currency shall be converted in accordance with a currency exchange rate included in the final offer.
- 3.3. If the Ordering Party fails to place an order based on the Final Offer within 60 days from the date of the Final Offer, it shall be equivalent to its decision not to order repairs.
 - a. Not repaired equipment shall be returned to the Ordering Party in accordance with GCC.
 - b. The Ordering Party shall bear the costs of preparing an expert opinion and return shipment of equipment.

4. Decision not to order repairs

- 4.1. If, after the presentation of an expert opinion, the Ordering Party decides not to order repairs, it shall be obliged to cover the costs related to the scrapping of the equipment or preparing an expert opinion and returning the equipment to the Ordering Party.
- 4.2. The cost of preparing an expert opinion/scrapping the equipment shall depend on the type of the equipment.
- 4.3. The cost of preparing an expert opinion shall be 10% of the value of the final offer, but not less than net EUR 50.00.
- 4.4. If the equipment is to be repaired by a third party, the Ordering Party shall cover the relevant costs of transport and insurance.

5. Return and collection of equipment

- 5.1. Equipment shall be returned as follows:
 - a. in Poland – by means of the DHL courier service according to the Special Domestic Services Price List, and transport costs shall be added to the invoice. The forwarder's contact data: www.dhl.com.pl; tel.: 0 801 345 345 or 022 565 0 565;
 - b. in the remaining European Union states – by means of the TNT courier service, and transport costs shall be added to the invoice or according to conditions specified in the Final Offer;
 - c. outside the European Union – according to conditions specified in the Final Offer.
- 5.2. If the equipment is to be shipped in a manner other than those specified in 4.1., the Ordering Party shall be obliged to include relevant information in the order and to procure transport services, at

its own cost, adequate for particular equipment, to be provided at a time agreed with PREVAC's technical service department.

- a. PREVAC may refuse to load/unload the equipment should a means of transport arranged for by the Ordering Party fail to meet the requirements related to proper/safe transport/loading operations.
- b. Should the Ordering Party fail to collect the equipment within 7 days from the agreed upon time, the equipment shall be sent to the Ordering Party based on the standard principles.

6. General conditions of warranty for equipment undergoing repairs

- 6.1. In the case of repairs performed by PREVAC's technical service department, the warranty and statutory warranty for the repaired equipment shall be granted for a period of 6 months from the date of releasing the equipment from PREVAC's warehouse, unless it has been specified otherwise.
- 6.2. In the case of repairs performed on the Ordering Party's premises, the warranty and statutory warranty for the repaired equipment shall be granted for a period of 3 months from the date of performing repairs, unless it has been specified otherwise.
- 6.3. The warranty and statutory warranty shall be granted to the recipient of / payer for repairs, according to the issued VAT invoice; such warranties shall not be transferable.
- 6.4. Under its warranty, PREVAC shall be liable exclusively for restoring particular equipment's functionality within the scope of performed services constituting a basis for the granting of the warranty.
- 6.5. If the warranty claim is rejected, the Ordering Party shall be obliged to cover the costs of an expert opinion, transport as well as materials and labour necessary for the preparation of an expert opinion.
- 6.6. The location proper for the performance of repairs under the warranty/statutory warranty shall be PREVAC's registered office.
- 6.7. If it becomes necessary to perform a service outside PREVAC's registered office, the Ordering Party shall be obliged to cover transport costs and specify the precise location where repairs under the warranty/statutory warranty are to be performed.
- 6.8. Warranty repairs shall be performed on working days from Monday to Friday, from 8:00 am to 6:00 pm.

7. Governing law

- 7.1. Equipment repair agreements shall be interpreted and performed pursuant to the laws of the Republic of Poland.
- 7.2. To all matters not settled in these GCC or a separate equipment repair agreement, the relevant provisions of the Civil Code shall apply.
- 7.3. All disputes or claims arising during the course of performing equipment repairs by the technical service department of the company PREVAC Sp. z o.o. which the Parties have failed to resolve amicably shall be referred for settlement to a court of law competent for the registered office of PREVAC.

8. Final provisions

- 8.1. Accepting these General Commercial Conditions, the Ordering Party gives its consent to have its particulars processed by PREVAC or entities acting on behalf of PREVAC in connection with carrying out sales transactions, and in particular for the purposes of issuing invoices or marketing products, pursuant to the Personal Data Protection Act of 29 August 1997. The Ordering Party also gives its consent to receive commercial information from PREVAC by means of electronic communication, in particular electronic mail, pursuant to the Electronic Services Provision Act of 18 July 2002.
- 8.2. All verbal agreements between the Parties shall be binding only after they have been confirmed by the Parties in writing or in a manner specified in these GCC; otherwise all such verbal agreements shall be null and void.
- 8.3. Should particular provisions of these GCC appear to be invalid or ineffective, this shall have no impact on the validity and effectiveness of the other provisions. In such circumstances, the Parties shall adopt such new provisions which shall reflect the intentions of the previous provisions in a valid and effective manner.
- 8.4. All Ordering Parties shall be bound by these GCC unless an individual agreement provides for otherwise.
- 8.5. PREVAC reserves the right to amend these GCC without an obligation to notify interested parties of such amendments.
- 8.6. In order to facilitate international communication, these GCC have been drawn up in the Polish and English language versions. Should there occur any disputes concerning language discrepancies, the Polish language version shall prevail.
- 8.7. These GCC have been implemented as of 01.07.2016.