



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

This document (hereinafter GSC) specifies the general conditions of sales applicable to the products of the company PREVAC sp. z o.o. (hereinafter PREVAC), 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 GSC.

1. General provisions

- 1.1. These GSC shall apply to all agreements for the sale of products and services entered into by the company PREVAC sp. z o.o. as the seller.
- 1.2. The following terms used in GSC 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;
Buyer – a domestic or foreign business partner with whom PREVAC has business relations resulting from the signing of a sales agreement or the placement of an order for products included in PREVAC's offer;
Parties – the Buyer and PREVAC;
Order – the Buyer's written declaration addressed to PREVAC, expressing its intention to purchase products or services and including information necessary for completing a sale, i.e. a sales offer number, a type of goods, quantity, price, etc.;
Product - products, goods and services constituting the subject matter of the economic activities of the company PREVAC sp. z o.o. with its registered office in Rogów and covered by a relevant warranty;
GSC – these General Sales Conditions of the company PREVAC sp. z o.o. with its registered office in Rogów.
- 1.3. These GSC shall be the only and complete contractual arrangement binding the Parties with respect to the sale of Products. Thus the Parties exclude the application of any other contractual provisions. All other conditions used by the Buyer shall not apply.
- 1.4. The provisions of these GSC may be changed only by PREVAC in writing, otherwise any such changes shall be null and void.

2. Information on Products

- 2.1. All advertisements, commercials and catalogues of the Products offered by PREVAC shall be of informative character only.
- 2.2. The Parties shall be bound only by technical data confirmed in PREVAC's sales offer.
- 2.3. All technical data being of particular importance for the Buyer shall be verified by PREVAC only at the Buyer's written request.

3. Placement of Orders

- 3.1. The Order shall be binding for PREVAC only if it has been placed in writing, by fax or email. The Order shall specify the following:
 - the Buyer's particulars;
 - a reference to the sales offer in the case of the Order placed on the basis of PREVAC's Sales Offer (PREVAC's Sales Offer number);
 - a description of the subject of the Order (quantity, name and other information allowing an unambiguous identification of the ordered Products);
 - a detailed address to which goods constituting the subject matter of the Order are to be delivered;
- 3.2. The Order shall be regarded as accepted for fulfilment after it has been confirmed in writing by PREVAC.
- 3.3. Should there occur any discrepancies between the Buyer's Order and PREVAC's Order confirmation, the data included in PREVAC's order confirmation shall be binding for the Parties.
- 3.4. All arrangements, promises, representations and guarantees made verbally by PREVAC's employees and related to the fulfilment of the Order shall require a written confirmation.

4. Order fulfilment

- 4.1. The Parties shall be obliged to cooperate during the course of fulfilling the Order.
- 4.2. The Buyer shall be obliged to provide PREVAC in writing with all information necessary for the fulfilment of the Order, in particular for the design and manufacture of the Product. The Buyer shall be liable for the consequences of providing PREVAC with improper, incomplete or late information related to the fulfilment of the Order.
- 4.3. PREVAC shall allow the possibility of using the Buyer's subassemblies in the fulfilment of the Order. PREVAC shall confirm in writing the possibility of using the Buyer's subassemblies in the fulfilment of the Order. To each supplied subassembly, the Buyer shall attach 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. PREVAC shall prepare an expert opinion on such subassemblies. Should there occur any reservations concerning the condition, quality or parameters of the Buyer's subassembly, PREVAC shall notify the Buyer thereof in writing. PREVAC shall assume liability for the correct functioning of the Buyer's subassemblies exclusively with respect to the parameters verified during the course of preparing an expert opinion.
- 4.4. PREVAC shall allow the possibility of introducing changes to the Order which is currently being fulfilled. A proposal concerning such changes shall be made in writing, by fax or email and shall contain a detailed description of proposed changes. PREVAC shall notify the Buyer whether and in what manner a change may be introduced as well as about its impact on the price, date and other conditions related to the fulfilment of the Order. A change shall be regarded as binding if it has been confirmed in writing by both Parties.

- 4.5. The deadline for the fulfilment of the Order shall be extended by the duration of an impediment occurring in consequence of circumstances for which the Parties are not responsible, such as for example late deliveries by PREVAC's suppliers, events of force majeure, unforeseeable disturbances in PREVAC's operations (e.g. delays in transport and customs procedures, transport damage, road blockade, periodic limitations in road transport, power outage, general raw material and other shortages, etc.).
- 4.6. The Party claiming the occurrence of the circumstances listed in paragraph 4.5 shall be obliged to immediately notify the other Party in writing of the occurrence and termination of such circumstances under the pain of losing the rights resulting from the occurrence of such an impediment.

5. Prices

- 5.1. The Parties shall regard the price specified in PREVAC's Sales Offer as final and binding. The Price specified in PREVAC's Sales Offer shall include the manufacture of the Product on terms and conditions set forth in PREVAC's Sales Offer. In the event of changes introduced in the course of fulfilling the Order, the Parties shall regard as binding commercial conditions, including prices, specified in PREVAC's Order confirmation.
- 5.2. The prices quoted by PREVAC are net prices which shall be increased by the value added tax at the applicable rate.
- 5.3. PREVAC reserves the right to change the value of the Order in the event of changes in VAT rates, customs duties, etc. or the introduction of other forms of taxation during the course of the fulfilment of the Order.
- 5.4. PREVAC reserves the right to change the value of the Order in the event of changes in the Order implemented during the course of its fulfilment.

6. Terms of payment

- 6.1. PREVAC declares that it is an active payer of the value added tax registered under the tax identification number NIP: 647-17-82-175 and the EU VAT number: PL 6471782175, both of which have been issued for the purpose of conducting intra-community transactions.
- 6.2. The Buyer undertakes to provide PREVAC with data necessary for the issue of a VAT invoice in accordance with the applicable legal regulations, at the latest at the time of placing the Order.
- 6.3. A partial delivery shall authorise PREVAC to issue an invoice for a partial fulfilment of the Order.
- 6.4. The Product shall remain the property of PREVAC until the fulfilled Order has been paid in full.
- 6.5. Payments shall be effected within 14 days from the date of an invoice unless the Order confirmation specifies otherwise.
- 6.6. A payment shall be regarded as made if a full due amount has been credited to PREVAC's bank account.
- 6.7. The Buyer's lodging a complaint shall not entitle the Buyer to suspend any payment for the made delivery.
- 6.8. Payments which are not made by the deadline specified in the Order confirmation shall constitute a basis for the initiation of a debt collection procedure.
- 6.9. If the Buyer delays the payment of due amounts, PREVAC may make further deliveries provided that the Buyer pays all outstanding amounts or provides an adequate guarantee for the payment of such amounts.
- 6.10. In the event of delays in the payment of due amounts, the Buyer shall pay PREVAC statutory interest for each day of delay.

7. Delivery of goods

- 7.1. Deliveries shall be made according to INCOTERMS 2010 as specified in the Order confirmation.
- 7.2. If the Order fails to specify conditions of deliveries, deliveries shall be made based on EXW (Ex Works) PREVAC's warehouse.
- 7.3. In the event of delay in the collection of the goods by the Buyer according to INCOTERMS 2010, PREVAC shall be entitled to charge the Buyer the costs of storing the subject matter of the Order.
- 7.4. If PREVAC finds that a delivery shall not (or probably shall not) be possible at the agreed time, PREVAC shall be obliged to notify the Buyer of such circumstances in writing. Subsequently the Parties shall agree upon a new date of delivery.
- 7.5. If the Buyer is not ready to collect the Product, this may result in the enforcement of the payment of the amount due under the Order.
- 7.6. The Buyer undertakes to examine the Product carefully at the time of its collection with respect to its quantity, compliance with the technical specification set forth in the Agreement and possible visible defects.
- 7.7. The Buyer's signing a document confirming the collection of the Product shall be equivalent to confirmation of Product's compliance with the Order.

8. Installation and acceptance

- 8.1. This paragraph shall apply exclusively in the event that PREVAC's Order confirmation or the Agreement provides for delivery of the Product together with its installation and acceptance.
- 8.2. PREVAC shall notify the Buyer in writing (fax, email, etc.) of its readiness for the installation and acceptance of the Product. Such a



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notification shall specify the time of installation work, giving the Buyer enough time to prepare the site of installation and to participate in the acceptance procedure. If the Buyer is not ready for the installation of the Product, this may result in the enforcement of the payment of the amount due under the Order.

- 8.3. PREVAC shall provide the Buyer with written information (fax, email, etc.) necessary for the proper preparation of the site of installation.
- 8.4. Together with the Order, the Buyer shall provide PREVAC, in writing (fax, email, etc.), with all information related to hazards and the Buyer's own standards in the areas of occupational health and safety as well as environmental protection applicable at the site of installation.
- 8.5. The Buyer shall provide PREVAC, free of charge and at the agreed upon time, with equipment necessary for the transport of the Product on the Buyer's premises. Simultaneously the Buyer shall ensure that the passageways to the site of installation meet PREVAC's requirements concerning transport of equipment.
- 8.6. The Buyer shall provide, in a timely manner, all equipment and utilities necessary for the installation of the Product and shall ensure conditions for its proper installation and operation.
- 8.7. The Buyer shall provide PREVAC, free of charge, with space for the storage of tools and equipment necessary for the installation of the Product as well as personal effects of PREVAC's employees, such space ensuring adequate protection against theft or damage.
- 8.8. The Buyer shall ensure that PREVAC is able to commence work in accordance with the agreed upon schedule. Work may be performed, according to PREVAC's needs, also outside the Buyer's working hours provided the Buyer has been duly notified thereof in advance.
- 8.9. PREVAC shall not be obliged to provide any manufacturing drawings of the subject matter of the Order or manufacturing drawings of spare parts.
- 8.10. The Product shall be regarded as accepted if acceptance tests have been conducted and have given positive results. Immaterial deviations which do not influence the functioning of the Product may not constitute a reason for a refusal to accept the Product.
- 8.11. Without PREVAC's written consent, the Buyer may not use the Product before its acceptance.
- 8.12. The Order shall be regarded as fulfilled as at the signing of the acceptance procedure report.

9. Annulment of Order

- 9.1. The Buyer may annul the Order or its part only after acquiring PREVAC's written consent. PREVAC reserves the right to charge the Buyer interest, pursuant to paragraph 13.
- 9.2. Should the Order be annulled in part or in whole, the Buyer shall cover all costs incurred by PREVAC and its subcontractors, in particular the costs of the Products manufactured in connection with the fulfilment of the Order, as well as the costs of services performed in connection with the fulfilment of the Order.

10. Suspension of fulfilment of Order

- 10.1. PREVAC shall be entitled to suspend the process of fulfilling the Order with immediate effect by providing the Buyer with a written notification (fax, email, etc.) should the Buyer commit a material breach of its obligations related to the fulfilment of the Order. The following circumstances shall constitute examples of the Buyer's material breaches of its obligations:
 - a) the Buyer fails to cooperate to a sufficient degree with respect to the provision of information necessary for the fulfilment of the Order;
 - b) the Buyer fails to comply with its payment obligations in due time;
 - c) the Buyer has filed a bankruptcy petition open to composition agreements;
 - d) the Buyer's assets, in part or in whole, are subject to administrative receivership;
 - e) a petition has been filed with respect to the Buyer's winding up or bankruptcy.

11. Warranty and technical services

- 11.1. Warranty services shall be provided in accordance with The General Warranty Conditions, which are available at PREVAC's registered office or its website at www.prevac.pl.
- 11.2. Repair and maintenance services provided against payment shall be performed in accordance with The General Commercial Conditions applicable to repairs of equipment carried out by the technical services department of the company PREVAC Sp. z o.o. with its registered office in Rogów, which are available at PREVAC's registered office or its website at www.prevac.pl.

12. Confidentiality of information

- 12.1. Any information identified by PREVAC as confidential, which shall be understood as technical, commercial, financial, cost-related information disclosed to the Buyer, must not be provided to any third parties, published or disclosed in any other manner without PREVAC's written consent.
- 12.2. The Buyer may provide particular information to its subcontractors, representatives or other parties or entities provided it has acquired PREVAC's written consent to that effect. The Buyer shall declare the confidential nature of such information and shall oblige any entity receiving such information to protect it accordingly and treat it as

confidential. Such a declaration of confidentiality shall be made in writing.

- 12.3. All studies, plans and documents provided to the Buyer in connection with the offer or the Order shall be regarded as confidential. The Buyer may use them for its own purposes only, and may not provide them to any third parties, and shall be obliged to protect them against third party access.
- 12.4. If the Buyer does not place an Order, all studies, plans and documents provided to the Buyer shall be returned, together with all copies, to PREVAC without delay but not later than within 7 (seven) days from the date of PREVAC's demand for their return.
- 12.5. The confidentiality obligation shall remain in force for an unlimited duration after the fulfilment of the Order and may be revoked only on the basis of PREVAC's written consent; otherwise any such revocation shall be null and void.
- 12.6. The confidentiality obligation shall not apply to information which is generally available, acquired legally from third parties or developed independently.

13. Contractual penalties

- 13.1. Should the Buyer withdraw the Order by its own fault, PREVAC shall be entitled to charge the Buyer contractual penalties equal to 10% of the gross remuneration.
- 13.2. The Buyer shall pay PREVAC statutory interest in the event of a delay in the payment of any due invoice.
- 13.3. In no circumstances shall PREVAC be liable for any loss of profit, loss of business, increase in costs, loss of revenues, loss of usage, loss of data or any other indirect or consequential loss suffered by the Buyer. Furthermore, PREVAC shall not be liable for any claims other than those clearly specified in these GSC. In particular, PREVAC shall not be liable for the following:
 - loss resulting from damage, with the exception of damage caused by PREVAC's failure to fulfil the Order properly;
 - statutory provisions applicable to liability for bodily injury or property damage;
 - its failure to comply with demanded, declared and clearly specified technical data due to reasons beyond PREVAC's control;
 - liability for claims under the statutory warranty shall be limited to the replacement or repair of the subject matter of the Order.

14. Final provisions

- 14.1. Accepting these GSC, the Buyer 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 Buyer 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.
- 14.2. The Buyer shall be entitled to all rights under the Personal Data Protection Act of 29 August 1997 (Journal of Laws of 1997, no. 133, item 883, as amended), in particular the Buyer shall have the right of access to its own data.
- 14.3. 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 GSC; otherwise all such verbal agreements shall be null and void.
- 14.4. Pursuant to Article 6 of the United Nations Convention of Contracts for the International Sale of Goods of 11 April 1980, the application of the Convention to the legal relationship between the Parties shall be expressly excluded.
- 14.5. All Orders shall be interpreted and fulfilled pursuant to the laws of the Republic of Poland.
- 14.6. To all matters not settled in these GSC or a separate agreement, the relevant provisions of the Civil Code shall apply.
- 14.7. All disputes or claims arising during the course of fulfilling the Order 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.
- 14.8. Should particular provisions of these GSC 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.
- 14.9. All Buyers shall be bound by these GSC unless an individual agreement provides for otherwise.
- 14.10. PREVAC reserves the right to amend these GSC without an obligation to notify interested parties of such amendments.
- 14.11. In order to facilitate international communication, these GSC 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.
- 14.12. These GSC have been implemented as of 01.07.2016.