



## GENERAL TERMS AND CONDITIONS OF SALE (GTCS) AT TRAF TA Sp. z o.o. in force from 09.03.2016

### I. General provisions

1. General Terms and Conditions of Sale hereinafter GTCS define the rules for the sale of products and provision of services by Trafta Sp. z o.o., address: ul. 1 Maja 152, 42-300 Myszków, entered in the Register of Companies of the National Court Register kept by the District Court in Częstochowa, 17th Commercial Division of the National Court Register under number: 0000286759, Tax No.: 577-19-30-171, Statistical No.: 240695559, hereinafter referred to as the Seller.
2. The GTCS are an integral part of sales contracts, including sales contracts concluded in the form of a written order for the sale/supply of products and/or provision of services.
3. Deviations from the conditions resulting from the GTCS can only result from individual arrangements between the parties contained in separate cooperation agreements concluded in writing. In this case, the GTCS apply to the party in the extent in which the written contract did not contain their changes.
4. The GTCS are binding on the customer upon their delivery when concluding a contract or when their content is made easily available to the customer. The GTCS are accessible to the customer before the conclusion of the sale contract, including sales contracts in the form of a written order, in the headquarters of Trafta Sp. z o.o. and on [www.trafta.pl/firma](http://www.trafta.pl/firma). If the customer remains in continuous trade relations with Trafta Sp. z o.o., their adoption of the GTCS in the case of one contract is considered as their acceptance for all other sale contracts and orders.
5. The customer's contract terms or terms of sale with contrary content are not acceptable by Trafta Sp. z o.o. Acceptance of the terms of sale by the customer is tantamount to acceptance of these GTCS and the exclusion of any other provisions in this area beyond those required by law.

### II. Inquiry, offer, order

1. In order to initiate the procedure for the conclusion of the sale contract, the customer sends an inquiry to Trafta Sp. z o.o. about the possibilities and conditions of implementation for the products and/or services indicated in the inquiry.
2. On the basis of the customer's inquiry, the implementation of which is within the range of products and services offered by the Seller, the Seller will prepare an offer. An offer marked with the *offer number* will include technical parameters contained in the attached data sheet, price, payment terms, delivery terms and an indicative date of fulfilling the order. The offer applies only to the specifications and quantities that are strictly defined in it. The Seller's offer may only be accepted in full and without reservations.
3. The offer is valid for a period of 30 days, unless the content of the offer indicates otherwise.
4. The conclusion of the sales contract requires submission of an order by the customer. Placing an order becomes binding for the Seller from the time of written confirmation of the order by the Seller or upon issuance of a sale invoice.
5. Customer's order, preceded by the offer, should contain:
  - The full name of the customer,
  - The number of valid offer it concerns,
  - The quantity and price of ordered products and/or services,
  - The place of delivery and name of the person authorised to collect the ordered goods if, in accordance with the offer, delivery is carried out by the Seller,
  - Required date of fulfilment of the order, not shorter than that specified in the offer,

6. The order should be submitted and signed by the persons authorised to represent the Customer in accordance with data disclosed in the relevant register or the person having a written authorisation to place orders.
7. The order may be made by the Customer in the following forms:
  - In writing,
  - Via e-mail at [marketing@trafta.pl](mailto:marketing@trafta.pl) and sent through the Polish Post or by courier.
8. The Sale Contract is concluded:
  - At the time of confirmation of the order by the Seller, consisting of: offer, order, GTCS, order confirmation,
  - or by signing a written contract by the Parties.
9. Conclusion of a Sale Contract is tantamount to acceptance by the Customer to receive the whole of the ordered goods at the time agreed between the parties and specified in the order confirmation. The conclusion of the sale contract also entitles the Seller to issue an invoice for the ordered goods to the Customer, even when for reasons independent of the Customer, he is not able to ensure the receipt of the ordered goods from the Seller's warehouse.
10. The Customer is not entitled to withdraw from the contract after placing orders, in particular to unilaterally reduce or increase the amount of goods ordered, their type, price or completion date.
11. Cancellation of the order by the customer will result in charging a penalty of:
  - 20% of the value if the order will be cancelled by the Customer later than 7 weeks from the confirmed date of delivery,
  - 70% of the value if the order will be cancelled later than 5 weeks from the confirmed date of delivery, -
  - 100% of the value if the order is cancelled later than 3 weeks from the confirmed date of delivery.Notwithstanding the foregoing, the Seller shall have the right to demand the Customer to compensate the Seller for damage resulting from the cancellation of the order on a general basis in the event that it exceeds the above contractual penalties.
12. Placing an order by the Customer is tantamount to a confirmation by the Customer of being familiar and accepting the content of these GTCS.
13. The order must not contain proposals for changes to the GTCS or proposals to exclude some of their provisions.
14. The Seller shall be bound only by the deadlines for the fulfilment of the order, which have been confirmed by the Seller in written or electronic form.
15. The Seller is not responsible for delays in delivery in relation to the deadlines set out in the order confirmation, resulting from the occurrence of unforeseen, extraordinary circumstances, which could not be removed on time, despite maintaining due diligence required in the circumstances (e.g. any kind of force majeure, unforeseen disruption of transportation and forwarding, unexpected shortages in the supply of energy, raw materials).
16. In the case of the first order by the Customer, before placing an order, the Customer will present the following documents, in order to register in the Seller's Register of Customers:
  - Current copy of the relevant register (National Court Register, business register),
  - Confirmation of assigning a tax number,
  - Certificate of assigning a statistical number,
  - A list of persons authorised to place orders on behalf of the Customer,
  - Address of residence in case of natural persons conducting economic activity.
17. The Seller may, without giving any reason refuse to accept the Customer's order by notifying him of this fact within 5 working days from receipt of order.
18. The Seller has the right to terminate the sale contract effective immediately if the Customer violates the terms of cooperation between the parties, bankruptcy, liquidation or rehabilitation proceedings are carried out in relation to the Customer, the Customer does not fulfil its payment obligations or ceases to conduct business.

### III. Prices, payment terms

1. The prices included in the offer do not include VAT, which will be added according to the applicable rates. In the case of official changes in tax legislation, resulting in an increase in tax rates, the price set out above shall be automatically appropriately, proportionally increased.
2. If, during the term of this Agreement, the price of raw materials required for the manufacture of the goods under the order are changed by more than 10% compared to the prices on the LME stock exchange (such as copper, aluminium, silver, tin, zinc, transformer plate, steel) applicable on the date of the offer, the parties have the right to raise or lower the prices specified in the offer, but by no more than an amount equivalent to that of the increase/decrease of raw material prices.
3. Payment deadline and terms will be defined each time in the offer.
4. In the event of delay in the payment, the Seller has the right to demand payment of statutory interest from the Customer.
5. The Seller reserves the right to suspend the execution of the order or release of the product in the event of failure by the Customer to make a prepayment required in the offer or in the event of delay of payment of invoices due, until the payment of arrears with interest. In this case, the responsibility for stopping execution of the order or release of the product shall be borne by the Customer, including the costs of storing the products.
6. The Customer authorises the Seller to issue VAT invoices without the signature of the person authorised to receive them on behalf of the Customer and to transfer them to the designated mailing address of the Customer.
7. Without the written consent of the Seller, the Customer has no right to deduct any mutual claims from its payments to the Seller.

### IV. Delivery

1. Unless the offer states otherwise, after the completion of the order, the units manufactures are available to the Customer in the manufacturer's warehouse in Myszków 42-300, ul. 1 Maja 152, Silesian Province, according to EXW -Ex Works Incoterms 2010.
2. In agreement with and at the expense of the Customer, the Seller can deliver the products ordered to the address specified by the customer in Poland.
3. Unless the offer provides otherwise, risks and costs of unloading and/or installation of the product at the place of delivery shall be covered by the Customer.
4. If the delivery of the ordered goods is carried out by the Seller, the Customer will ensure the presence of a person authorised to collect the delivery on their behalf at the place and date of delivery. Refusal to accept the product or the absence of a person authorised to receive the order, does not relieve the Customer from the obligation to pay for the product/service.
5. Before unloading, the Customer is obligated to conduct an acceptance of the delivered products/services in the presence of the carrier in terms of visible damage or shortages. In the case of discovering irregularities, the Customer is obligated to draw up a damage report and make an appropriate note on the waybill. The customer will transfer a copy of these documents to the Seller within 2 working days from the date of delivery. Failure to carry out the aforementioned activities removes the Seller's liability for the given defect or shortage.
6. Unless the offer states otherwise, the following documents are delivered with the delivery: operation and maintenance manual, warranty card, testing certificate, declaration of conformity.
7. The list of accessories and documents is included on the delivery note.
8. Any postponement of receipt of goods by the Customer can be done only after prior agreement with the Seller. In this case, the Seller has the right to request the Customer to cover the costs of storing uncollected goods.

The Seller has the right to charge the costs of storage in the amount of 0.2% of the value of the ordered goods left in the warehouse, for each day of storage. The period of leaving the ordered goods in the Seller's warehouse does not suspend the warranty period binding on the Seller and runs from the date on which the goods were to be released to the Buyer. In addition, the Seller shall not be liable for any normal wear and tear of the product left in storage.

## V. Warranty

### 1. Warranty period

The Seller gives a warranty for the products for a period of 24 months from the date of delivery. For elements and equipment from sub-suppliers, the Seller grants a warranty according to warranty cards supplied by manufacturers for the given product. Consumables are not covered by the warranty. The warranty period may be extended by the duration of any warranty repair. The warranty is granted on the basis of the provisions of Article 581, § 1 and § 2 of the Civil Code.

### 2. Warranty terms

The Customer and the User are obligated to comply with the requirements set out in the Operation and Maintenance Manual and/or user's manual concerning the storage, transport, commissioning and operation of the product. The scope of this warranty covers only the territory of Poland, which means that the Seller has an obligation to remove any defects in the product, provided it is located in Poland. The Seller agrees to cover the cost of transportation of the product in the event of defects in it, but only within Poland. The Implied Warranty for physical defects of the product covered by this offer is excluded (Article 558 § 1 of the Civil Code). The guarantor shall not be liable for any costs or damages caused by shutting down the device in the period from disclosing defects or faults until their removal, and for consequential or indirect damages, including lost profits, caused by a malfunction. The Seller specifically disclaims any financial liability for the preparation of the workplace, permits and inspections necessary to remove the fault.

### 3. In the event of discovery of hidden manufacturing defects in the period covered by the warranty, the Seller undertakes to remedy a physical defect or replace the faulty element in the aforementioned product immediately upon reporting the failure in writing. Repairs can be conducted at the User's location, and in cases technically viable, in the Seller's premises, or other place designated by the Seller. Repairs will be carried out on the date and on conditions agreed by the parties. In justified cases, the period of warranty repairs may be extended. Rights under the warranty can be exercised only after the submission of a valid warranty card.

### 4. Responsibilities of the user

The Customer or User is obligated to lodge a complaint in written form, via e-mail or fax within 48 hours of the disclosure of the defect, by sending the completed service request form (available on [www.trafta.pl/kontakt](http://www.trafta.pl/kontakt)), specifying the defect found and stating the circumstances and, if possible, causes of damage. In the notification, the User is obligated to specify the date of making the device covered by the warranty available for repair. The User will provide the Seller with access to the device in accordance with safety regulations and will provide appropriate equipment (crane, lift with a basket, etc.).

### 5. Loss of warranty rights

The Customer or the User is not entitled to claims under the warranty in cases of:

- Arbitrary modifications, repairs, changes of ownership, improper installation and disassembly, improper maintenance,
- Damaged or broken seller seals,
- Mechanical damage of the product during transport, installation, commissioning or operation,
- Failure to comply with the provisions of the Manual, other regulations and standards relating to the operation of the product,

- Failure to comply with the fundamental principles and good practices of installation and operation of the device,
  - Damage caused after the detection of defects, and not reported to the Contractor, causing serious damage to the product,
  - Use of the equipment with faulty or damaged coupled equipment,
  - Operation contrary to the intended purpose or rated parameters.
6. The complaint must be accompanied by this warranty card, provide all documents proving these facts and provide operational data of the device.
  7. If the Seller determines that the notification of defects in the equipment by the User under warranty was not justified, the User shall bear all the costs of the actions taken by the Seller.
  8. The Seller is exempt from liability for defects of the product and its equipment if occurred for reasons other than related to the goods sold.
  9. In the event of a conflict of the warranty card with the GTCS, the contents of the warranty card shall prevail.

## **VI. Retention of title**

1. The goods sold by the Seller remain its property until the fulfilment by the Customer of all obligations towards the Seller under the sale contract, in particular until payment of the full price.
2. Items remaining the property of the Seller may not become pledged or used as collateral for liabilities of the Customer in any other form.

## **VII. Intellectual property, confidential information**

1. All intellectual property rights remain with the Seller.
2. The Customer, at the moment of payment, only acquires the right to use the Operating and Maintenance Manual to the extent necessary to use the Goods in accordance with their intended purpose.
3. The Customer does not acquire the right to copy, modify, create derivative works, distribute the Operating and Maintenance Manual.
4. The Parties are required to keep confidential any information they obtained in connection with the Agreement. Unless the Seller gives prior consent in writing, the customer will not use or disclose such information to third parties.

## **VIII. Final Provisions**

1. The Seller reserves the right to change the General Terms and Conditions of Sale (GTCS). Any changes to the GTCS are valid from the date of placing the current version of the GTCS on [www.trafta.pl/firma](http://www.trafta.pl/firma). Orders placed before the date of the modification of these GTCS are implemented based on the provisions in force at the date of submitting the order.
2. The Parties agree that the only proper court for settling any disputes arising in connection with the agreement, to which the provisions of the GTCS apply, is the court with jurisdiction over the seat of the Seller.
3. Matters not regulated by the General Terms and Conditions of Sale shall be governed by Polish law.