

GENERAL TERMS AND CONDITIONS OF COOPERATION
DOLECKI Sp. z o.o. in the process of formation [DOLECKI Polish limited liability company]
(DOLECKI Machinery)

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1. General Terms and Conditions of Cooperation (GTCC)

- Herby General Terms and Conditions of Cooperation specify the terms of negotiation of the terms of cooperation of the Parties, the preparation of Orders by the Parties, the agreement of the Order terms by the Parties, the conclusion of the Contracts by the Parties and execution of the Contracts by the Parties and their successors, and refer to each transaction of Goods sale and offered services by the DOLECKI Sp. z o.o. in the process of formation and after-sales service of the Goods and Services sold.
- Herby General Terms and Conditions of Cooperation are applicable in a scope not regulated otherwise by the terms of the Contract, the Order Confirmation, or any other document drawn up and signed by both Parties, stating their mutual rights and obligations in the execution of the Contract for the sale of Goods and Services.
- In the event of a discrepancy between the content of these General Terms and Conditions and the Contract, the Order Confirmation, or any other document confirming the conclusion of the Contract by the Parties, or governing the terms of the Contract, signed by both Parties, the terms of the Contract, the Order Confirmation, or any other document, confirming the conclusion of the Contract by the Parties or the document regulating the terms and conditions of the Contract, signed by the Parties prevail.
- Conclusion of the Contract by the Parties will automatically result in the exclusion from the legal relationship between the Parties of any "General Terms and Conditions" of the Purchaser or other terms or documents of a similar nature, signed the Order Confirmation by the Seller or any other document referring to the hereby terms. The GTCC of the Seller are the documents that prevail any other Purchaser document specifying the terms and conditions of cooperation with the Seller.
- The Seller's GTCC and their subsequent updates shall be binding to the Parties from the moment of their first delivery to the Purchaser at the stage of initiating the cooperation and preparation of the initial offer for the Purchaser on all subsequent transactions, irrespective of their subject matter.
- The Seller's GTCC form is an integral part of the Sales Contract or document confirming acceptance of the Order, unless the Parties have agreed otherwise

2. Definitions

The below listed definitions have the following meaning:

- GTCC** - herby General Terms and Conditions of Cooperation;
- Goods** – machines, devices and accessories including spare parts produced by the Seller ordered by the Purchaser, and all products subject to sales by the Seller.
- Service** – all activities performed by the Seller ensuring the Purchaser an appropriate usage of the purchased Goods, especially transport, trainings, consulting, technical service, and other not listed above, agreed by the Parties.
- Inquiry** – inquiry referring to the Seller's offer submitted by the Purchaser in writing, by fax or electronic mail. An inquiry is not binding to any of the Parties.
- Offer** – commercial information concerning Goods and Services of the Seller and provided to the Purchaser in writing, by fax or electronic mail, including relevant elements of the potential Sales Contract. The document shall not create Seller's obligations towards the Purchaser, and is only an information, shall not constitute a commercial offer within the meaning of Art. 66 item 1 of the Civil Code.
- Order** – the Purchaser's order of delivery or execution of Seller's Goods and Services, including all elements of the Order as agreed by both Parties, and submitted by the Purchaser in writing, by fax or post or electronic mail. The Order becomes

binding for both Parties only from the moment when the Purchaser receives a document confirming the Order from the Seller – Order Confirmation.

7. **Order Confirmation** - a document issued by the Seller and confirming the Order issued by the Purchaser in any form or a document issued by the Seller on a Seller's form titled „Order” or „Order Form”, completed, described and detailed by the Seller, signed and sealed by the Purchaser and send back by the Purchaser to the Seller, delivered to the Seller personally, by post, fax or electronic mail.
8. **Order Form** – a document delivered to the Purchaser by the Seller, ready to be signed form including all elements of the Order agreed by the Parties, which after signing by the Purchaser has its effect in signing of a Contract by the Parties.
9. **Contract of the Parties** – all sale, delivery and other contracts, concluded by the Parties, specifying obligations of the Purchaser and the Seller against each other.
10. **Binding Language** – in case when a contract is drawn up in a foreign language or in two languages, the Polish language version prevail for both Parties to determine the content of the Contract and interpretation of its provisions.
11. **Invitation to collection** – information issued by the Seller and delivered to the Purchaser in writing, by fax, post or electronic mail, which is the final call to collect the Goods and pay the amount due, determining the Collection Date of Goods and commencing the period of contractual penalties for storing of not collected Goods and other consequences due to non-execution of the Contract by the Purchaser in the scope referring to the obligation of collection of the subject to the Contract.
12. **Purchaser** – any national or international entity (natural or legal person and organisational unit) which Order for purchase of Goods and Services has been accepted by the Seller in a form including a clear statement of the Seller confirming the Order acceptance for execution, drawn up in writing.
13. **Seller** – DOLECKI Sp. z o.o. in the process of formation (DOLECKI Machinery) in Zabrze (41-800), ul. Asnyka 13, Tax Identification Number PL6482387732, REGON 520735408, District Court in Gliwice, 10th Commercial Division of the National Court Register, share capital of PLN 2,000,000.
14. **Party or Parties** – respectively the Seller and / or the Purchaser.
15. **Carrier** – any national or international entity executing transport of Goods on the Order of the Seller or the Purchaser to the location as agreed by the Parties.
16. **Know-how** - a collection of intellectual property items including concept, technology of production, technical solutions, computer software, diagrams, drawings, sketches, descriptions, photos and any other documentation used in the production process of the Goods.
17. **Delivery Date** – date of Seller's readiness to deliver Goods to the Purchaser at the Seller's premises or elsewhere resulting from the GTCC or agreed by the Parties and in the manner resulting from the GTCC or agreed by the Parties.

3. Commercial Information

1. All commercial information, photographs, construction diagrams, technical specifications and price lists published on websites, brochures, catalogues, order forms are for information purposes only and are not binding for the Seller and do not constitute an offer pursuant to the provisions of the Civil Code and other acts .
2. Product images from the Seller's offer on website and all other informational and promotional materials are for demonstrative purposes only and may differ from the actual product status by colour, finish or technical specifications.
3. The technical specifications and dimensions of the products from the Seller's offer shall be subject to the deviations referring to production technology. These data are provided for demonstrative purposes only.

4. The Seller reserves the right to freely select the technical parameters of the Goods to the extent that they are not expressly set forth in the Order or the Contract of the Parties while preserving the characteristics of the Goods and the conformity with their intended use resulting from the Order or the Contract of the Parties.
5. The Seller reserves at any time the possibility to make structural changes to the offered products resulting from the development of science and technology.
6. The Seller reserves the right to retain and also a dispose of the designs, documents and guidelines received from the Purchaser at the stage of the offer, unless the Purchaser requests them to be returned within 14 days from the date of submission of the first offer.
7. The Purchaser who has purchased a Service or Goods authorises the Seller and gives its consent that the Seller may use the Purchaser's trademark - the Purchaser's name and logo - for marketing purposes, including placing them on the Seller's customer list, in his marketing materials, including the Seller's website, solely for the purpose of informing that such cooperation has taken place, the Seller is not entitled to provide information about the subject and terms of the contract concluded between the Purchaser and the Seller. The Purchaser may withdraw the aforementioned consent by sending a statement in writing including a statement of withdrawal of the consent together with an indication of the scope of the applicable statement, to the address of the Seller's registered office.
8. The Purchaser who has purchased the Service or the Goods authorizes the Seller and gives its consent to the Seller to make photographic documentation, including advertising photographs of the Goods, Service (its effect), both during the production process and after delivery, at the Purchaser, and gives its consent to use photographic documentation in the Seller's marketing materials, including publishing it on the Seller's website. The Purchaser may withdraw the aforementioned consent by sending a statement in writing including a statement of withdrawal of the consent together with an indication of the scope of the applicable statement, to the address of the Seller's registered office.
9. The Purchaser who purchased a Service or Goods, agrees to receive commercial information from the Seller. The Purchaser may withdraw the above consent by sending a written statement including a statement on withdrawal of consent, together with the scope to which the statement refers, to the address of the Seller's registered office.

4. Orders and conclusion of a Contract

1. In response to an Inquiry, the Seller shall send the Purchaser an offer, on the basis of which the Purchaser may submit an Order. The offer presented to the Purchaser is not legally binding for the Seller.
2. The Seller may provide the Purchaser with the completed Order Form or the Order Confirmation document containing the essential elements of the Contract of the Parties.
3. The Order may be submitted by the Purchaser in writing, also using the Order Form and delivered to the Seller by the Purchaser in person, by post, electronic mail, or by fax and telephone. An Order submitted by the Purchaser in any form shall not bind the Seller until it is confirmed by the Seller in writing.
4. Confirmation of the Order signed by the Parties constitutes the legally effective conclusion of the Contract of the Parties.
5. It is agreed that the Purchaser accepts the Seller's reservations as stated in the Order Confirmation, if none notification in writing is sent within 24 hours from the Order Confirmation delivery.
6. In the event of Purchaser's reservations to the Order Confirmation, the Parties are obliged to renegotiate the terms of the Contract and generate a new Contract of Parties or Order Confirmation signed by the Parties, including agreed terms of the Contract, and enabling the Contract to be properly executed.

5. Prices and Payments

1. Prices included in the price lists, offers, price confirmations are the net prices. In case of changing of applicable VAT rates, the gross price will change. For each net price, VAT will be added in the applicable amount, which the Purchaser is obliged to pay with the net price.
2. Prices are quoted in Polish zloty (PLN) and / or EUR. If necessary, a currency conversion is made according to the average exchange rate applicable at the Bank holding the Seller's bank account, on the date consistent with the due date.
3. The price stated in the Order Confirmation includes the net value of the Goods or the Service. This price does not include any costs associated with packing, shipping (transport), unloading and loading, instalment of Goods at the Purchaser premises, the customs fees, insurance and other additional fees and commissions including any related fees connected with importing the Goods to the destination country of the Purchaser. The price of the Goods may include training if it is resulting from the content of the Contract and applies only to the training performed at the Seller's premises.
4. The due date is specified on the invoice. If the date falls on a non-working day, the payment made on the next business day is not a delay.
5. The date of payment is the day of receipt of the payment to Seller's account.
6. An invoice is contemporaneously the first call for payment.
7. Payments resulting from the Contract shall be made in total (100% of the value of the Order together with any incidental costs, e.g. transport, packing, raw material for testing, training, etc.) or partly in the form of advanced payments in accordance with advance payment schedules set by the Parties. The value of these advanced payments is determined each time between the Parties. The total payment cannot be made later than the delivery of the Goods in accordance with the specified due date in an Invitation to collect the Goods.
8. It is agreed that any corrective invoices sent electronically are deemed to have been received for the purpose of processing the order.
9. In the event of delay in payment, the Seller is entitled to:
 - a. calculate the maximum interest for the delay of the Purchaser, without a separate call;
 - b. stop delivery of the Goods until total payment is paid;
 - c. make further deliveries of the Goods dependent on the payment for the previous deliveries or request the Purchaser to put up a collateral on property of the Seller's amount due.
10. The Seller has the right to withdraw from the Contract with an immediate effect for reasons related to the Purchaser:
 - a. if the Purchaser is in arrears with the payment despite the expiry of the time specified in the Invitation to collect;
 - b. if the Purchaser has not received the Goods despite the expiry of the deadline specified in the Invitation to collect.
11. The Seller is entitled to retain an advance payment, in the event of cancellation by the Seller or the Purchaser of the Contract for reasons referring to the Purchaser.
12. The Seller's right to retain an advance payment shall not exclude the pursuit of further compensation against the Purchaser on a general basis.
13. The Purchaser cannot compensate (deduce) its receivables against the Seller with receivables referring to the price and other receivables arising from the Contract.
14. All costs related to payments, conversion of costs, bank transfer costs, etc. are incurred by the Purchaser.
15. All prices, estimations and other financial amounts determined in the Offer, price information within Order Confirmation, Order Form and other documentation have been calculated including the discount of 5% of the net order value by way of payment

made without applying the „split payment” mechanism. Payment with the applied 'split payment' mechanism effects with cancellation of that discount and obligation of payment by the Purchaser of the amount not including the discount and within 3 days from issuing the debit note or invoice including equivalent of the amount of the cancelled discount

6. Contract execution

1. A standard Delivery Date of the Goods is 150 working days from the date of advanced payment receipt and completed documents signed by the Parties, unless the Contract or the Order Confirmation specifies another date.
2. The standard Delivery Date of the Goods is indicative. The Seller reserves the right to shorten or extend the deadline for execution of the subject of the Contract, of which shall inform the Purchaser before the expiry of the standard or agreed deadline for execution of the subject of the Contract.
3. The Purchaser is obliged to make an advance payment in the amount and time agreed with the Seller for the execution of the subject of the Contract. The date of execution of the subject of the Contract is not running or is suspended until the moment when each advance payment and delivery of the documents to the Seller as specified in the Contract or in the Order Confirmation by the Seller, as well as raw material for tests, designs, components, technical information, architectural projections of the hall, etc. materials and documents indicated in the Contract, in the Order Confirmation or seller's call.
4. In the event of shortening the time of execution of the subject of the Contract of the Parties, the time limits for advance payment shall be proportionally changed.
5. The Purchaser is obliged to provide the Seller with the raw material necessary to carry out technical tests of the subject of the Contract and carry out the training on the date, type, quantity and quality specified by the Seller, or to cover the costs of its purchase by the Seller. The raw material shall be returned to the Purchaser in the processed form with the device or disposed of by the Seller at the expense of the Purchaser. The cost of delivery of the raw material and its disposal is incurred by the Purchaser in any event.
6. The Purchaser's Order of Goods shall be deemed to have been fulfilled upon the Seller's issuing of the Invitation to collect the Goods.
7. Unless otherwise agreed by the Parties, the Purchaser is obliged to:
 - a. pay the total price,
 - b. attend the training of installation and maintenance of the Goods if the Purchaser has not been explicitly exempted from this obligation.
8. All documents, in particular the Technical Documentation of the Goods being the subject of the Order shall be drawn up in Polish as standard, unless the Contract of the Parties or the Order Confirmation state otherwise.

7. Reservation of Ownership

1. The Goods remain the property of the Seller until the Purchaser has paid the total price and filled all other obligations resulting from the contract concluded by the Parties or from the Order Confirmation. In the event of the Purchaser's failure to pay for the Goods or Services or execution of other obligations resulting from the Contract concluded by the Parties or from the Order Confirmation at the Seller's request, the Purchaser shall immediately and unconditionally return all of the delivered Goods to the Seller.
2. The costs of return of the Goods shall be incurred by the Purchaser.

3. Return of Goods to the Seller does not release the Purchaser from the obligation to pay the price, unless the Parties have agreed otherwise. Once the total price has been paid, the Parties may agree on a new Delivery Date.
4. The Purchaser shall incur all costs of storage, insurance (from theft, fire, flood, etc.) and Goods security, which is at the Seller's premises due to Purchaser's delay in collection of the Goods or price payment. The Seller calls the Purchaser to insure the Goods within the specified period. In the event of an ineffective lapse of time, the Seller may insure the Goods himself and charge those costs with the Purchaser. The Seller is entitled to receive any insurance benefits until the Purchaser pays the entire price and return the costs of storage, insurance and security of the Goods,.
5. The Purchaser bears all risk of damage or loss of the Goods, which is held by the Seller due to Purchaser's delay in Goods collection or payment of the price.
6. In the event of any claims by the third party to the Purchaser against the Goods being the property of the Seller, the Purchaser shall immediately notify the Seller and take all actions to protect the Seller's rights. In case of negligence, the Purchaser is liable for damages towards the Seller.

8. Delivery

1. Delivery of Goods is based on Incoterms ExW (Ex-Work) or FCA (Free Carrier).
2. The benefits and burdens associated with the Goods and the risk of accidental loss or damage of the Goods shall pass to the Purchaser upon release of the Goods to the Purchaser.
3. Delivery of the Goods to the Purchaser takes place as follows:
 - a. the ExW delivery - when the Goods are at the Purchaser's disposal and were placed at the Seller's seat / warehouse. The Seller is not responsible for loading the Goods into the Purchaser's means of transport and shall not incur any costs connected with the transportation, clearance or insurance of the Goods, including those related to importing Goods to the Purchaser's country, or the risk connected with the damage or loss and theft of Goods during transport .
 - b. the FCA delivery - when the Seller passes the Goods to the designated Carrier by the Purchaser. Import customs fees, insurance of Goods and other costs related to transport, import to the Purchaser's country and obligation to unload the Goods are incurred by the Purchaser.
4. If the Purchaser, in the appropriate time but not later than 14 working days before the Delivery Date, shall not determine the means of transport for the delivery, it is assumed that the Purchaser has authorized the Seller to choose the means of transport with due care at the Purchaser's expense.
5. The Seller is entitled, in each case, to use the manner and type of packaging of the Goods that is appropriate to the specificity of the Goods and the level of necessary security of the Goods for the duration of the transport, with due diligence.
6. The costs of transporting the Goods to the designated place shall be incurred by the Purchaser according to the rates applicable by the Carrier unless the Parties have agreed otherwise.
7. The above-mentioned provisions are applicable respectively to partial shipments.
8. Delivery of the Goods also includes release of documents related to the Goods to the Purchaser as specified in the Contract of the Parties or in the Order Confirmation. The Seller is not obliged to provide other documents than those specified in the Contract or in the Order Confirmation. The costs associated with the preparation and issuance of such documents shall be incurred each time by the Purchaser on its own or at an additional charge, agreed between the Parties on the basis of separate arrangements. Any delays in the Delivery of Goods or additional costs resulting from the lack or necessity of preparation,

additional documents other than those mentioned above and requested by the Purchaser, and on which preparation the Seller's has no influence shall not be the subject of Purchaser's claims against the Seller.

9. An exclusive delivery evidence is a Collection Protocol signed by the representatives of both Parties in the event of personal collection of the Goods by the Purchaser or Delivery Confirmation of the Goods by the Seller under the EXW and FCA procedures, or the consignment note issued by the Seller in the case of courier services.
10. If the Purchaser requests delay in the delivery, the Purchaser will be charged with storage costs from the time of notification for delivery readiness.

9. Goods examination

1. The Purchaser is obliged to examine the Goods in respect to its quantity and quality directly during delivery or after delivery of the Goods to the place of destination. The Purchaser is obliged to disclose the quantitative and qualitative deficiencies found in the transport documents in the presence of the Carrier and notify the Seller in writing, by fax, post or electronic mail not later than within 24 hours from the Date of Delivery of the Goods to the destination. If the Goods have been delivered in the collective package, defects of the Goods or quantitative deficiencies should be reported immediately after opening the package. Failure to notify the Seller within 24 hours of the Goods collection by the Purchaser in the above mode results in loss of the Purchaser's claims mentioned as above.
2. In the event of Seller's notification referring to quantitative deficiencies in accordance with the procedure, the Purchaser may request the delivery of the missing quantity of Goods within the time agreed by the Parties.
3. No quantitative deficiencies shall be considered when the Delivery is made in the form of partial shipments, except where the quantitative deficiencies relate to the part of the Delivery.
4. The Purchaser grants the Seller permission to inspect and test the delivered Goods at the Purchaser's premises, to verify and confirm that the Goods are in conformity with the Contract. The Seller is entitled, and not obliged to perform such inspection.
5. The Purchaser is obliged to launch and test the Goods on his own, unless the Contract or the Order Confirmation determine otherwise, within not later than 7 working days from the Date of its Delivery to the place of destination. If the defects are noticed then the Purchaser must immediately inform the Seller of this fact. If no defects or faults are reported within the above time, the Goods will be deemed to have been accepted by the Purchaser despite the defects occurrence.

10. Force Majeure

1. The Parties shall not be liable for failure to execute or improper execution of the obligations arising from the Contract due to Force Majeure - the influence of an unconquered force which is not dependent on the will of the Parties and which has a direct impact on the fulfilment of the obligations of the Parties.
2. Force Majeure shall be deemed to be an emergency situation which the Parties have no influence on, in particular strikes, collective labour disputes, fire, riots, acts of terrorism, military conflict, martial law, natural disasters and weather conditions excluding or significantly hindering production and transport of Goods.
3. The period of the Contract execution shall be suspended until the Force Majeure ceases to prevent or seriously impede the Seller or his subcontractors to execute the Contract. During this time the Purchaser cannot withdraw from the Contract.
4. A Party who has suffered difficulty in executing the Contract due to Force Majeure shall be obliged immediately, no later than within 3 days to notify the other Party about the situation.

5. Each Party is obliged within 3 days to notify the other Party in writing about the reasons preventing or obstructing the execution of the Contract.
6. The Seller may withdraw from the Contract if the obstacles to execution of the Contract due to the above reasons last more than 90 business days.
7. The existence of Force Majeure shall not constitute a basis for the Purchaser to apply for return the advance payments already paid and to refuse to pay for Goods (works, services, material), delivered or ready to be released, prior to their occurrence.
8. The existence of Force Majeure shall not constitute grounds for refusal by the Seller to release the Goods (material, raw material, parts) paid before their occurrence.

11. Responsibilities of the Parties

1. All compensative liability of the Seller against the Purchaser for any damages resulting from the Contract and provided Goods on its basis shall be excluded, unless the mandatory provisions of law or the following provisions provide otherwise. Exclusion of compensative liability shall not apply to damages resulting from wilful misconduct or gross negligence of the Seller.
2. The Seller is liable within the limits of applicable laws for damages to life or human health caused by proper use of the Goods and in accordance with the Technical Documentation of the Goods.
3. The Purchaser is solely responsible for damages to life or human health caused by the use of products manufactured by using the Seller's Goods.
4. The Seller shall not be liable for defects of the product or Goods manufactured by the Purchaser using the Goods provided by the Seller.
5. The Seller is not responsible for the suitability or any effect of the use of the Goods produced using the construction solutions provided by the Purchaser.
6. The Seller is not responsible for the suitability or effectiveness of the use of the Goods to manufacture final products by the Purchaser, unless the Parties have agreed otherwise in the Contract or in the Order Confirmation, and the Purchaser has applied with the Seller's guidelines and instructions.
7. Seller's compensative liability, in any case, is limited to 5% of the net value of the Goods.
8. The Seller shall not bear any liability for defects / faults of used machinery.
9. If the Parties agreed in writing the supply of products or materials that do not meet Polish Standards or other technical or safety standards, the Seller shall not be liable for the resulting damages.
10. For the applicability and effects of the use of Goods provided by the Seller in certain Purchaser's construction solutions, the Purchaser is responsible even if the Seller was incorporated as an advisor or consultant in preparation of the construction and final product of the Purchaser.
11. The Seller shall not be liable to the Purchaser for any lost profits or any other damages the Purchaser will incur as a result of failure to perform the Contract of the Parties or the Order Confirmation or to execute them improperly.

12. Guarantee and other permissions referring to Goods defects

1. The Seller shall ensure that the Goods he produces meet the quality standards required by the separate regulations applicable for Poland.
2. The guarantee covers the Goods used in Poland, and the following rules are used for Goods used outside Poland:

- a. the Purchaser covers entirely on its own, the cost of arrival and accommodation in the hotel of Seller's the service team to the Goods working abroad on the basis of a separate valuation. The cost of the Seller's service team work is covered by the Seller. The Seller grants the Purchaser full technical support in a form of written and telephone consultations.
- b. under the guarantee granted, the Seller will repair or replace all items that will be considered defective by the Seller free of charge.
- c. damaged, faulty, defective parts placed for repair under the guarantee, together with samples of material, raw materials, components used in production at the time of failure of the Goods, the Purchaser shall send at his expense to the Seller's premises for the expertise. In the case of a guarantee claim, appropriate - new or repaired parts will be provided by the Seller to the Purchaser free of charge, and the insurance for transport is covered by the Seller.
3. The Purchaser or Carrier is obliged to inspect the Goods at the time of its release for obvious defects, hidden and quantitative defects.
 4. Goods collected by the Purchaser or Carrier without reservations shall be deemed to be Goods without obvious defects, hidden and quantitative deficiencies.
 5. The terms of the Guarantee are set out in hereby General Terms and Conditions of Cooperation (GTCC), unless agreed otherwise by the Parties or the Order Confirmation or other document signed by the Parties.
 6. The Guarantee under the conditions specified in the GTCC shall enter into force on the date on which the Seller fulfils the Contract of the Parties or the Order Confirmation. The evidence of Guarantee granting under the terms as determined in the GTCC is a VAT invoice.
 7. The Seller has the right to refuse execution of the Guarantee obligations if the Purchaser has any outstanding financial and other liabilities against the Seller, resulting from any title.
 8. The Seller grants to the Purchaser a Guarantee for Goods for the period up to the earlier expiry of the following dates:
(1) 12 months from the date of execution of the Contract or (2) 2000 hours of operation of the machine.
 9. The Guarantee based on the GTCC applies only to the Goods used on the territory of the Republic of Poland and to the Purchaser with whom the Contract has been concluded, and shall not apply to any other entity to which the Goods were delivered by the Purchaser (rented, sold, donated, etc.), or his successors from any title.
 10. The Guarantee is valid under the condition that the Purchaser and / or an authorized user of the Goods by the Purchaser, receives training in terms of maintenance, safety at work and service of the Goods, unless the Purchaser has been relieved from this obligation by the Seller, as stated in writing.
 11. The Purchaser is obliged to provide the Seller with a written Guarantee notification within no more than 24 hours from the time of disclosure of the defect of the Goods under pain of loss of Guarantee rights. The guarantee must contain a Good's detailed description of the defect disclosed.
 12. The Purchaser is obliged to allow the Seller to repair the Goods, including making the Goods available at his premises; refusing to make the Goods available for inspection and consideration for the Seller's Guarantee, and for removal of defects in Goods within the time specified by the Seller, shall result in termination of the Guarantee.
 13. The Seller will not acknowledge claims for defects in the product that occurred more than 24 hours before the Guarantee claim was submitted.
 14. Upon disclosure of the defect of the Goods, the Purchaser is obliged to secure and store the Goods so that, until the complaint is resolved, it is not deteriorated, under the pain of losing the Guarantee. The Purchaser is obliged to stop the use of the Goods and to exclude the Goods from running and to disconnect from power. The Purchaser is obliged to keep the Goods and

consumables with which the Goods worked intact, as they were at the time of disclosure of its defect, and all this under the pain of losing the rights of the Guarantee.

15. The Seller within no longer than 14 working days of the Guarantee notification, will proceed to consider the complaint and then within further 30 days, will inform the Purchaser about his decision regarding recognition of defects of the Goods and the manner of execution of Guarantee rights.
16. The method of execution of Guarantee rights belongs to the Seller.
17. The Purchaser is required to provide an original or a certified copy of the sales invoice, and the protocol of collection of the Goods or the consignment note, which is the condition to recognize the Guarantee claim by the Seller.
18. The warranty resulting from civil law is excluded.
19. The Purchaser is obliged to immediately notify the Seller of all claims by the third parties in relation to the Goods owned by the Seller, and take all actions to protect the Seller's rights. The Purchaser is responsible for negligence in doing that. This provision shall apply accordingly in the case of the third parties claiming any other claims related to intellectual property rights.
20. The Guarantee expires as a result of the following situations: (1) if the delivered Goods are modified or improperly used or stored, (2) no relevant revisions of the Goods have been carried out in accordance with the technical documentation, (3) self-repair attempts have been made, (4) the Goods have been used in spite of the accident; (5) raw material has been removed; (6) the rules of Goods usage have not been followed as in its technical documentation, etc.
21. The Guarantee shall not cover defects of the Goods resulting from: (1) construction works carried out not in accordance with the construction art, (2) influence of chemical, electrochemical or electrical means, unless they do not occur due to the Seller, (3) improper installation or collection by the Purchaser (4) improper or negligent maintenance inconsistent with the technical documentation of the Goods, (5) natural wear and tear as a result of normal use, (6) use of improper operational media (7) Purchaser's interference within the construction of the Goods, introduction of construction changes made by the Purchaser and any other alterations of the Goods (8) improper maintenance (9) use of parts not recommended by the Seller or non-original (10) negligence of periodic revisions specified in the technical documentation of the Goods, performed by the Purchaser on his own and with the usage of recommended spare parts by the Seller (11) use of raw materials not designated for use with a certain Good, (12) use of the Goods by unauthorized persons who have not attended a training provided by the Seller (13) use of the Goods with raw materials other than those specified by the Seller, appropriate to a certain copy of the Good (14) usage of the Goods in an incompatible manner with the standard operating exploitation parameters, working environment, powering media, raw materials, etc., as determined by the Seller.
22. The Guarantee conditions shall not cover parts and materials that are used up in a normal operation and work of details and mechanisms.
23. In case the Purchaser's complaint is unjustified due to lack of defect or the occurrence of a situation which excludes the Seller's liability under the Guarantee terms, the Seller is entitled to charge the Purchaser with defect removal or agreements made as for the Seller's lack of responsibility, as well as shipping costs.
24. Each Good has been tested and its correct operation is guaranteed only with application of operating parameters, working environment, power media, raw material, etc. as specified by the Seller, which specification is available from the Seller at the explicit request of the Purchaser.

13. Trainings

1. The Seller provides the Purchaser with a training on installation, operation, work safety and Goods service (hereinafter: Training).
2. Training costs shall be incurred by the Purchaser on the basis of a separate agreement between the Parties, unless the costs of the training are included in the price of the Goods and the fact that the cost of the training is included in the price of the Goods has been explicitly indicated in the Contract or the Order Confirmation.
3. The Purchaser's sole evidence of training attendance is a document drawn up and signed by the Seller, including annotation on training attendance in the Protocol of Collection or other.
4. The Seller shall not be liable for any damages resulting from the use of the Goods, including the consequences of accidents, breakdowns, damages, defects, if the Purchaser or the person using or handling the Goods has not attended compulsory Training before the use of the Goods.

14. Know-how

1. Know-how constitutes the Company's business secrecy and is protected by intellectual property law, including copyright laws, industrial property rights, and unfair competition laws.
2. Hereby Terms and Conditions and any Contracts concluded by the Parties, including Sales or Delivery Contracts, Orders, Order Confirmations, and other unspecified documents generated in connection with the execution and execution of the Contract by the Parties shall not transfer to the Purchaser intellectual property rights to Know-how and in no scope constitute a license to use by the Purchaser of the Seller's Know-how.
3. The Purchaser declares to use the Goods exclusively on his own business within the limits and purpose set forth in the Contract / GTCC and shall not transfer them to third parties.
4. The Purchaser is obliged not to disclose to third parties in any manner, either not to copy or preserve in any form any information and documentation concerning the Seller's Know-how acquired in the course of negotiations, execution of the Contract and use of the Goods.
5. The Purchaser is obliged not to use information concerning the Seller's Know-how as mentioned above in a competitive action against the Seller. The production of machines, devices and accessories similar to the Seller's is a competitive action. The prohibition of competition applies to all forms of legal activity of the Purchaser, including as a natural person conducting business activity and in civil or commercial partnerships with which the Purchaser is related personally or in equity.

15. Confidentiality and Safety

1. All information and documents provided to the Purchaser in connection with the execution of the provisions of the Contracts concluded by the Parties or other binding documents to the Parties, shall constitute the Seller's trade secrets (confidential information).
2. The Purchaser is obliged to keep secret information confidential except for non-disclosure information.
3. Non-classified information is generally available:
 - a. by virtue of law in registers maintained under applicable law,
 - b. on the basis of a decision or a ruling of authorized bodies,
 - c. information commonly known.

4. The obligation to keep confidential information secret for 2 years from the date of execution of the Contract between the Parties or its termination by way of withdrawal, termination or expiration.
5. The Purchaser shall promptly notify the Seller of any disclosure of confidential information.
6. The Seller and the Purchaser are obliged to take special care in securing the materials obtained in connection of the execution of the provisions of the Contracts or other binding documents to the Parties against the access of the third parties or unauthorized persons.
7. The Purchaser is obliged to keep confidential the design documentation provided under the Contract and limit access to this documentation to employees, co-workers and other persons.
8. In the case of a proven violation of the confidentiality clause, the Purchaser is obliged to pay to the Seller a contractual penalty of EUR 100,000. The payment of the contractual penalty shall not exclude possibility of the Seller to pursue further claims for damages against the Purchaser on a general basis.

16. Contractual Penalties

1. The Seller is obliged to pay the contractual penalty to the Purchaser in the following cases:
 - a. for delay in execution of the Contract due to the Seller, i.e. 0.05% of the net unit price of the Goods to which delay concerns, for each week of delay, however not more than 5% of the net unit price of the machine, where the payment claim of the contractual penalty shall be on the Purchaser after four ineffective weeks from the date of delivery of the notice to the Seller to execute the Contract, in which the Seller's execution is delayed.
 - b. for withdrawal from the Contract by the Seller as a result of the circumstances due to the Seller, i.e. 5% of the net unit price of the Good, to which the withdrawal concerns.
2. The Purchaser is obliged to pay contractual penalties in the event of termination of the Contract by the Purchaser due to circumstances for which the Seller is not responsible for, in amount of:
 - a. 10% of the agreed selling price together with all supplementary services upon receipt of the Order Confirmation;
 - b. 30% of the agreed selling price for all supplementary services after 30 days of receipt of the Order Confirmation,
 - c. 40% of the agreed selling price for all additional services after the start of the production of the relevant machine plus the total selling price of the options produced on an individual order;
 - d. 100% of the agreed selling price plus all additional services plus the total amount of sales for options produced on an individual order after the completion of the machine, where all special executions for the standard machine, steering, machine options, power tools and other services, not including start up, training, transport or packaging are considered as options: individual order / non-standard order.
3. Furthermore, the Seller is entitled to retain advanced payments and to pursue further compensation for costs incurred by the Seller, which the Purchaser is obliged to pay in total.
4. Contractual penalties shall be paid within 14 days from the date of receipt in writing by the Party obliged by a call for payment.
5. Seller's liability towards the Purchaser for all rights as specified in the Contract concluded by the Parties, including hereby General Terms and Conditions of Cooperation shall be limited in total to a maximum of 5% of the net unit price of the Goods claimed.

17. Notifications

1. In the Contract documents of the Parties and Order Confirmation, the Parties state:

- a. persons entitled to represent each of the Party together with documents confirming their entitlement;
 - b. persons responsible for execution of the Contract of the Parties and for contacting the other Party for the purpose of Contract execution;
 - c. contact details such as phone, fax, e-mail, postal address.
2. Each Party is obliged to immediately notify the other Party of the change of contact details.
 3. Correspondence sent by e-mail shall be deemed to have been delivered at the time of its sending, provided that the transmission has not shown any errors.
 4. Correspondence sent by fax shall be deemed to have been delivered at the time of its sending, unless fax transmission has shown errors.
 5. In case of no notification the other Party on change of the e-mail address, fax number of the Party, or other data necessary for the delivery of correspondence, the correspondence shall be sent to the last known e-mail address, fax number or other address of the Party and is deemed to have been effectively delivered.

18. Final Provisions

1. The applicable law to hereby General Terms and Conditions of Cooperation and the conclusion and execution of Contracts between the Parties is exclusively Polish law. In matters not covered by the provisions of hereby conditions, the provisions of the Civil Code shall apply accordingly.
2. In case of preparation of the Contracts in Polish and foreign language, the Polish language version prevails.
3. The Purchaser has no right neither to transfer any claims against the Seller nor to another entity without a written explicit consent of the Seller.
4. Any amendments to the hereby General Terms and Conditions and amendments to the Contracts or other binding documents shall be null and void unless made in writing.
5. Any disputes resulting from the execution of the Contracts or other binding documents are subject to mandatory 2 hours of mediation, with the mediator from the Ośrodek Mediacji Fundacji WPiA [*WPiA Foundation Mediation Center*] 11b Bankowa street, room 3.41, 40-007 Katowice, and if that is not possible - another agreed business mediation centre in Poland. In the event of mediation ineffectiveness, the disputes shall be resolved by the competent Polish common court with jurisdiction in the Seller's seat country. Language of conduct - Polish.
6. If any provision of the Contracts or other binding documents for the Parties are held as invalid, the remaining provisions shall remain in force and continue to be binding unless due to the circumstances occurs that the Parties would not enter into any Contract or other binding document, if they knew on invalidity of this provision. Such an invalid provision shall be replaced by a valid provision which gives as much as possible of intention of the Parties which were expressed in an invalid order.
7. The titles of chapters of the Contracts or of other binding documents are of an informative nature and shall not affect the interpretation of the provisions of the Contract.
8. Upon the entry into force of hereby General Terms and Conditions of Cooperation, all prior agreements, contracts and statements between the Parties within the scope of this Contract are hereby void.
9. The Purchaser is obliged not to remove the nameplates and the Seller's company from the Goods.
10. Contracts, Orders or other obligations arising from documents binding to the Parties shall be deemed to have been properly executed by the Parties after all due payments arising from the Contract were made by the Purchaser and after signing the Goods Loading Protocol or Goods Collection Protocol, depending on whichever of these Protocols will be signed later.

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19. Date of Introduction

Hereby General Terms and Conditions of Cooperation shall enter into force on 22nd December, 2021.