

## GENERAL TERMS OF SALE AND DELIVERY (hereinafter as GTSD)

These GTSD enters in force on June 26<sup>th</sup> 2017 and shall govern the contractual relationship between AFT Sp. z o.o. with its registered office in Poznań, hereinafter referred to as the supplier, and the purchaser, hereinafter referred to as the customer. The GTSD shall govern the conditions of sale and delivery of goods provided by the supplier. Any deviations from the GTSD shall be possible only with the prior written consent of the supplier. The GTSD are available on the website of the supplier at [www.aft.pl](http://www.aft.pl). The GTSD are attached to written offers of the supplier.

### 1. ORDER

- 1.1. The customer, with its first order submitted to the supplier, shall provide a written statement that the customer is a payer of tax on goods and services eligible to receive VAT invoices, as well as NIP-5 documents. At the request of the supplier, the customer shall also provide other identification documents.
- 1.2. Personal data of customers are collected exclusively for the internal use of the supplier and within the limits covered by the law. The controller of personal data is AFT Sp. z o.o. with its registered office in Poznań, 76 Naramowicka St.
- 1.3. The order shall be regarded as binding after a written confirmation of its acceptance provided by the supplier.

### 2. PRICES

- 2.1. The supplier shall deliver the goods in accordance with the confirmed order. If not stated otherwise in writing, then confirmed prices, shall be in accordance with INCOTERMS 2010 - EXW AFT warehouse in Poznań, 76 Naramowicka St., and shall not include VAT.
- 2.2. Prices presented in the confirmation shall be expressed in PLN or in a foreign currency (EUR, CHF). The final value in PLN shall be determined based on the average exchange rate of the day preceding the date of delivery of the goods, as specified by the NBP.

### 3. DELIVERY

- 3.1. If not stated otherwise in writing, the delivery shall be completed at the moment of placing the goods at the disposal of customer in the warehouse, according to INCOTERMS 2010 - EXW AFT warehouse in Poznań, 76 Naramowicka St. Receipt of goods from the supplier warehouse shall be made by the customer personally or through a transport company.
- 3.2. The supplier may at the express request of the customer order the transport of goods from the supplier warehouse to the address designated by the customer. If the conditions for the delivery are not specified, then the delivery method shall be at the discretion of the supplier, who shall bear no responsibility for finding a cheaper transport.
- 3.3. The supplier shall not be liable for losses, changes and damage caused during the transport. This kind of damage shall not entitle the customer to demand a replacement delivery or a monetary compensation, which does not exclude its right to demand a compensation from the other parties responsible for the damage.
- 3.4. The customer shall collect the goods no later than 7 days from the date of written notification informing the customer on the readiness of the goods to be collected. Otherwise, the supplier shall have the right to charge the customer with storage costs of 0.5% of the order value for each started month of storage.

### 4. DELIVERY TIME

- 4.1. The delivery time shall be counted from the date of sending the order confirmation by the supplier, which indicates the delivery date. In case of changing the delivery time, the supplier shall agree with the customer each new delivery date and time.
- 4.2. Force majeure, strikes and disruption to traffic, disruption in the functioning of the plant, shortages of raw materials, extended periods of customs clearance, as well as other events resulting from these cases, which cause extended production or shipping periods for the supplier and for its sub-suppliers shall release the supplier from the obligation to deliver the goods for the time of their duration.

## 5. TERMS OF PAYMENT

- 5.1. Unless otherwise agreed in writing, the customer shall pay the amounts invoiced by the supplier within 21 days of the invoice date.
- 5.2. The supplier reserves the right to require a prepayment from the customer placing the order for the first time or in the case of orders with a net value not exceeding PLN 1000 or EUR 200. In special cases, prior to the execution of the order, the supplier reserves the right to request the customer to submit irrevocable financial security in the form of a bank guarantee, an insurance policy, assignment or tripartite agreement with a reliable payer.
- 5.3. The supplier may suspend the subsequent delivery of goods when the customer is in arrears with payment to the supplier.
- 5.4. The delay in the timely payment shall result in the obligation to pay interest for late payment in commercial transactions, calculated in accordance with the Act on payment periods in commercial transactions.

## 6. GUARANTEE

Unless otherwise agreed, the supplier shall provide the guarantee for the goods delivered under the following guarantee conditions:

- 6.1. The guarantee period shall be 12 months from the date of commissioning the delivered devices, but no later than 18 months from the date of dispatching the ordered goods from the device manufacturer. The guarantee covers the technical efficiency of the devices and achieving their performance parameters.
- 6.2. The guarantee shall not cover damage resulting from improper use, installation, and natural wear and tear of wearing parts specified in the technical documents of the devices. In addition, the guarantee shall not cover damage caused by repairs not authorised by the supplier.
- 6.3. During the guarantee period, the supplier shall remove physical defects of the goods, i.e. repair or to deliver the goods free from defects - according to the supplier's choice. The scope of guarantee repair shall be defined by the supplier, after finding the cause of damage, possibly after consultation with the manufacturer.
- 6.4. The customer shall submit its complaint in writing, together with a report including the conditions in which the failure occurred. The supplier reserves the right to post-failure site inspection.
- 6.5. The supplier shall respond to the complaint within a period not longer than 2 working days from the date of filing the complaint.
- 6.6. If the defect or damage to the device covered by the guarantee cannot be removed, the supplier shall replace it at its own expense.
- 6.7. In relation to the guarantee, the responsibility of the supplier under the warranty shall be excluded.

## 7. COMPLAINTS

The customer shall notify the supplier on defective goods or quantitative deficiencies immediately, but not later than within 3 working days of the date of receipt of the goods.

Quantity complaints submitted after this period shall not be accepted.

## 8. FINAL PROVISIONS

- 8.1. In matters not covered by GTSD, the provisions of the Polish Civil Code shall apply.
- 8.2. Any dispute arising in connection with the implementation of the agreement shall be submitted for decision to the court competent for the seat of the supplier.
- 8.3. Whenever the GTSD refers to the need of the written form (meaning a letter and/or e-mail) this form shall be obligatory under pain of nullity. Any oral arrangements shall also require the written form to be valid.