

**General Sales Conditions of DFM Europe Sp. z o.o. (Ltd)**

**Version 1.1 from October 1<sup>st</sup>, 2018**

**I. Initial provisions**

1. The General Terms and Conditions of Sale (hereinafter: "GTCS") refer to contracts concluded by DFM Europe Sp. z o.o. (Ltd) with headquarters in Grudziądz 86-300 at ul. Waryńskiego 32-36, entered in the Register of Entrepreneurs of the National Court Register under the number of KRS 0000665090, the share capital: 465,000.00 PLN, tax number: 8762468065, company registration number: 366624352 (hereinafter: "DFM Europe").
2. The GTCS constitute an integral part of agreements concluded by DFM Europe with Buyers conducting business activities, regardless of the manner of concluding the contract and unless DFM Europe explicitly excludes written provisions of GTCS in relation to a specific contract in whole or in part. In the case of partial exclusion of GTCS from a given contract, they apply to this contract in the remaining scope. In the absence of explicit exclusion of the GTCS from a given contract and concluding provisions contrary to the GTCS in this contract, priority is given to the provisions of the contract with supplementary application to the remaining extent of the GTCS.
3. If DFM Europe uses the term "GTCS" in any arrangements or documents, then GTCS 1.1 from October 1<sup>st</sup> 2018 is referred to.
4. GTCS are an attachment to the Cooperation Agreements. In the absence of a Cooperation Agreement, GTCS shall form an integral part of the Order Confirmation.

**II. Conditions for concluding an agreement between DFM Europe and the Buyer**

1. Each time, the parties sign the Order Confirmation specifying a detailed specification of the products ordered and purchase / sales conditions as well as payment terms, warranty provisions and VAT rates. Confirmation of the Order is a document in writing reflecting the verbal and written arrangements between DFM Europe and the Buyer in a descriptive and / or tabular form, specifying the names of goods, quantities and unit prices, delivery date of the entire delivery or division into lots. If necessary, it can include technical drawings, item datasheets and other documents.
2. If a Cooperation Agreement is concluded, the Parties shall each time sign an annex to it. Hereinafter referred to as: "Order Confirmation" in a simplified form.
3. For the value of the order below 500 EUR or the equivalent of this amount in PLN, it is possible to sell based on e-mail correspondence as part of the written acceptance of the Offer and GTCS by the Buyer. Confirmation of acceptance of the offer also constitutes acceptance of the GTCS.
4. Confirmation of the Order referred to in items II.1.i and 2. above must be signed each time by authorized persons (indicated in the relevant register or having a relevant power of attorney). Order confirmations and other arrangements sent from the buyer's e-mail result in taking over the responsibility of the Buyer's company for these arrangements.
5. Documents such as confirmations of orders, authorizations, etc., referred to in points II.1-5. above may be submitted by e-mail (e-mail) appropriate for the Buyer, or in writing on paper to the addresses indicated by the Buyer and DFM Europe.
6. Lack of order confirmation from DFM Europe, referred to in point II.1-3. above, is understood as not accepting this order for execution, at the same time does not constitute a breach of the provisions of other agreements concluded between DFM Europe and the Buyer.



7. All other information, other than those contained in the Order Confirmation regarding in particular prices, availability of assortment and deadlines, are for information purposes only and do not constitute an offer within the meaning of the Civil Code.

8. The Parties undertake not to provide, share or use information about the other Party which they learned in the course of mutual cooperation in connection with the performance of this Agreement. In particular, the parties undertake not to disclose or share information constituting a trade secret, within the meaning of art. 11 paragraph 4 of the Act of 16<sup>th</sup> April 1993 on combating unfair competition, information including all technical information and know-how related to the subject of activities of the other Party, information related to the market rates used by the other Party, data about clients of the other Party, its co-workers and suppliers, as well as information on discounts, margins, discounts, bonuses and benefits of a similar nature. Unless the parties agree otherwise, this obligation shall remain in force for the entire duration of the cooperation and for a period of 3 years after its termination or termination by either party.

9. All assortments not explicitly mentioned in the Offer or Order Confirmation, including components of goods or other cost items (e.g. related to delivery costs, assembly) shall not be charged to DFM Europe and may be delivered or realized by DFM Europe on principles and at a price additionally agreed by Parties in writing in the form of an annex or separate transaction.

10. Obvious typographical errors, misprints, machine, accounting or other errors of a similar nature in documents originating from DFM Europe are not binding on DFM Europe and may be rectified by DFM Europe at every stage of contract implementation. The buyer is not entitled to any claims in respect of DFM Europe.

### III. Prices and payment dates

1. The price for the ordered goods and payment terms are determined by DFM EUROPE in the Offer, or in the Order Confirmation referred to in points II.1-3. The prices are determined in net value, to which VAT will be added according to the appropriate VAT rate. In the event when during the time between the determination of the price by DFM Europe and the date of issuing the VAT invoice, the tax rate will change, the Buyer is obliged to pay the price including the change of this rate.

2. DFM Europe may also withhold part or all of the contract, without any delay or default, if the Buyer or entities affiliated with the Buyer are in arrears with payment of any debts arising from other agreements linking DFM Europe with the Buyer, until payment of arrears.

3. The basis for payment of the price will be VAT invoices issued by DFM Europe after sending the goods to the customer. In the case of Ex Works conditions after receiving the goods, if the Buyer evades the collection of goods within 3 days or specified in the Agreement, DFM EUROPE has the right to issue an invoice within 7 days from the date of placing the goods at the disposal of the Buyer. Notification of such an instruction may be made by e-mail or by phone. Payment should be made by bank transfer onto the bank account indicated in the invoice. Payment date is considered to be the date of booking of the transferred means on DFM Europe bank account.

4. In the event of a delay or non-payment, DFM Europe may seek -- apart from other rights provided by law and these GTCS -- payment of statutory interest for delay.

5. DFM Europe reserves the ownership of the goods sold until the Buyer pays the entire price. DFM Europe in the event of non-payment of the price may, at its option, demand payment of the price or return of the goods delivered to the Buyer.

6. The payment of the price for the delivered goods is also one of the conditions for DFM Europe to fulfil its duties resulting from guarantee referred to paragraph VI of the GTCS. Buyer's possible claim to quality or timeliness of the contract performance does not constitute grounds for withholding the payment for the delivered or assembled goods, however any objections must be submitted within 3 working days after delivery. Not reporting incompatibilities within this period may result in the complaint being rejected by DFM Europe.



#### IV. Delivery of ordered goods

1. Terms and conditions of delivery of ordered goods are specified in the Order Confirmation or Offer referred to in point II.1-3. The buyer is obliged to indicate in writing the authorized person to confirm receipt of the goods at the destination and to ensure unloading of the delivered goods. In the case of EXW conditions the Buyer is obliged, before loading, to indicate in writing the full name of the driver and the number of the truck/ and to ensure unloading at the destination. Immediately after delivery, the Buyer is obliged to inspect the received goods and record any non-conformities or damage to the packaging on the delivery document (CMR, Consignment Note, Delivery Note, Shipping List) and prove them with photos with a detailed description. Additionally, no later than 3 days from the date of delivery, the Buyer is obliged to check the received goods in detail and report any reservations, including quantitative ones. No notification is treated as acceptance of the goods without reservation.
2. In the case of organization of transport by DFM Europe or on its order to the place indicated by the Buyer in the Order Confirmation or in any documents constituting a component of this Confirmation, the shipment is at the expense of the Buyer, unless the Parties have agreed otherwise.
3. In the case of prepayment order or situation referred to in point III.2, the delivery date is counted from the date of booking the advance payment on the DFM Europe bank account. If the advance payment is not required, this period is counted from the day DFM Europe receives the Buyer's signed Order Confirmation and clarification of all technical details.
4. If it is not possible to specify delivery dates in the order confirmation, this deadline is set by DFM Europe in the course of contract performance and will be confirmed by e-mail or post.
5. Regardless of the method of determining the delivery date, it is indicative, calculated on the basis of the experience of DFM Europe. A change of the delivery date (its shortening or extension) does not constitute a breach of the provisions of the contract.
7. The risk of accidental loss or damage to the goods passes to the Buyer upon their receipt.
8. Regardless of other reasons indicated in legal provisions or these GTCS, DFM Europe is not responsible for the lack of deliveries for reasons beyond their control, in particular such as force majeure, strikes or changes in applicable regulations.

#### V. Guarantee, statutory warranty and other grounds of responsibility of DFM Europe

1. The guarantee for the goods and services delivered in accordance with the Order Confirmation is subject to compliance with the provisions of the Technical and Traffic Documentation, the Assembly and Product Maintenance Manual provided to the Buyer. Regardless, the guarantee is granted under the condition of full payment for the delivered goods. The standard guarantee period is 12 months and is calculated from the date of delivery of the goods according to the delivery conditions specified in the Order Confirmation. The guarantee may also depend on the type of product and its use, in this case the guarantee period may also be specified for each type of product separately. Unless the Parties have agreed otherwise, the basic document specifying the terms of the guarantee is the Technical and Traffic Documentation, made available electronically at the request of the Buyer.
2. DFM Europe's liability under the statutory warranty is excluded.
3. DFM Europe's liability for non-performance or improper performance of the contract is limited to actual damage; liability for lost profits is excluded. The upper limit of compensation for non-performance or improper performance of the contract by DFM Europe is 10% of the selling price of the contracted goods.



## VI. Final Provisions

1. In matters not covered by the GTCS, the provisions of Polish law, in particular the Civil Code, apply.
2. DFM Europe does not accept returns of goods resulting from a mistake in the inquiry or order sent by the Buyer. In the event of acceptance of the return, if DFM Europe has expressed its written consent, DFM Europe reserves the right to charge the Buyer with handling and logistics costs up to 60% of the value of the ordered goods.
3. Any disputes arising from sales contracts or orders related to confirmations will be settled amicably in the first place. If the dispute cannot be settled amicably, the dispute will be resolved by the court competent for the registered office of DFM Europe.
4. If in connection with the order or contract concluded it will be necessary to entrust the processing of personal data to the other Party, the Parties undertake to immediately conclude an agreement to entrust the processing of personal data within the meaning of art. 28 paragraph 3 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27<sup>th</sup> April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (general regulation on data protection). Information on the processing of personal data by DFM Europe is available at [www.dfm-europe.eu](http://www.dfm-europe.eu)
5. DFM Europe has the right to amend these GTCS at any time but the GTCS in force at the date of the contract / signature of the Order Confirmation shall apply to the contracts already concluded.

