

GENERAL TERMS AND CONDITIONS FOR SALE

1. CONCLUSION OF CONTRACT.

Delivery contract that these General Terms and Conditions for Sale form an integral part of is concluded by subscribing signature on the contract or receiving written *Confirmation of Sale Order* (in the event of absence of a delivery contract in writing).

2. CONDITIONS FOR RECEIPT, STORAGE AND WAREHOUSING OF GOODS.

Goods shall be received from the warehouse (*ex loco*) of the **Supplier**, which is specified in the *Confirmation of Sale Order* or another place of delivery as specified in the *Confirmation of Sale Order*, unless any agreement separately concluded between the parties provide otherwise. The **Recipient** shall be obliged to store and warehouse goods in conformity with the instructions contained in the Technical Catalogue which is available at **Supplier - www.pipelife.pl**

3. CHANGE OF PRICE.

The **Supplier** reserves the right to unilaterally change the prices of goods in the event that the **Recipient** changes the deadline for receipt of goods in comparison with the deadline specified by the parties in the contract, offer, or the *Confirmation of Sale Order*. In such a case, the agreed price may be increased by the costs of warehousing the goods. The **Supplier** guarantees that the order shall only be processed at the prices equal to the prices contained in the contract or offer or the *Confirmation of Sale Order* if the processing of the order (receipt of the goods by the **Recipient**) takes place during the period of validity of the offer as specified in the offer or contract. The **Supplier** reserves that if the above-mentioned term of the validity of the offer elapses, they shall have the option to change the previously offered prices, terms of payment and the order processing deadline.

4. TERMS AND CONDITIONS FOR ORDERS AND DELIVERIES.

1. The **Recipient** shall order the goods from the **Supplier** in a written form and send such written orders by fax, e-mail or deliver directly to the **Supplier**.
2. The date of delivery, the quantity and the type of the goods

shall be ultimately specified in a *Confirmation of Sale Order* prepared in writing and issued by the **Supplier**.

3. The **Recipient** may not resign from receipt of the goods and processing of the order once they have received the *Confirmation of Sale Order* from **Supplier**.
4. An order the acceptance of which has not been confirmed by the **Supplier** in the manner as described in the contract and these General Terms and Conditions for Sale shall be treated as not binding on the **Supplier**.
5. The **Recipient** shall be obliged to unload the goods supplied by the **Supplier** at its own expense immediately after delivery.
6. By receiving the goods, the **Recipient** shall confirm conformity of the received goods with the order by way of signing the *Stock Issue Confirmation (the WZ Document)*.

5. RISK OF LOSS OR DAMAGE.

The risk of accidental loss or damage to goods upon release of the goods shall pass onto the **Recipient**. In certain cases where the **Recipient's** goods are at the **Supplier's** warehouse on the basis of separate agreements concluded with the **Recipient**, the **Recipient** shall bear any and all risk of loss of the goods located at the **Supplier's** warehouse.

6. TERMS OF PAYMENT.

1. Unless provided otherwise, the price must be paid in full upon receipt of the goods.
2. The **Recipient** shall have no right to withhold payment or set off its amounts receivable from the **Supplier** against the price.

7. OWNERSHIP TITLE.

Until the **Recipient** pays the **Supplier** for the supplied goods, no pledge or encumbrance may be established on the goods.

8. RIGHT TO INTRODUCE CHANGES.

The **Supplier** reserves the right to introduce changes to the goods already ordered without notifying the **Recipient**. However, any technical details agreed by the Parties shall not be subject to a change.

9. IMPLIED WARRANTY.

The **Supplier** shall bear no liability under implied warranty for physical defects of the goods sold, save for transactions with participation of consumers, which shall be governed by the Polish Civil Code.

10. GUARANTEE AND SUBMISSION OF COMPLAINTS.

1. The **Supplier** shall grant a guarantee concerning the quality of the sold goods for 24 months from the date of sale.
2. The **Supplier** shall remove, free of charge, any physical defects from the goods or supply goods free from physical defects if the defects appear during the term of guarantee.
3. Liability under the guarantee shall only cover the defects appearing for reasons inherent to the goods supplied.
4. By signing the *Stock Issue Confirmation*, the **Recipient** shall only confirm that the goods received conform with the order in terms of their quantity and type and shall waive any claims thereunder. After having signed the above-specified document, the **Recipient** may not lodge complaints concerning any conspicuous mechanical damage to goods supplied on open palettes.
5. Upon lodging a complaint concerning the quantity and type of the goods received, the **Recipient** shall be obliged to attach the *Stock Issue Confirmation and Confirmation of Sale Order* to the complaint, which shall be drawn up in writing, concerning the batch of the goods which is complained about. The **Recipient** must lodge such complaint in writing within 48 hours from receipt of the goods from the **Supplier**.
6. The **Recipient** shall forfeit the rights under the guarantee if they fail to notify the **Supplier** in writing about defect of the goods within seven (7) days from the moment of discovery of the defect.
7. The costs of de-installation, shipment, insurance and re-installation shall be borne by the **Recipient**, unless the **Supplier** acknowledged the complaint.
8. The **Recipient** shall provide a description of the defect ascertained to the **Supplier** in writing.
9. Any goods returned should be free from any redundant outfitting.
10. During the time from the moment the **Recipient** has sent the goods to the **Supplier** until they are received anew by the **Recipient**, the **Supplier** shall bear the risk of accidental loss or damage to the goods complained about by the **Recipient**.

11. In the event that a complaint concerning the quality of the goods sold is not acknowledged, the **Recipient** shall have the right to appeal against such refusal to acknowledge the complaint. In such a case, the parties shall jointly order an examination of the disputed goods by a third party mutually acceptable by the both parties.
12. Furthermore, the **Recipient** shall forfeit the rights under the guarantee, if they repaired or modified the goods without written consent from the **Supplier**, the goods were used contrary to their purpose, were installed or used contrary to the **Supplier's** instructions and applicable Polish standards and norms.

11. EXCLUSION OF THE LIABILITY FOR DAMAGES.

Save for liability under guarantee or implied warranty (the implied warranty only applies to contracts with participation of consumers), the **Supplier** shall bear no liability for damages in relation to the goods supplied after they are supplied to the **Recipient**.

12. NOTICE OF CLAIMS.

1. Any and all claims or complaints should be submitted to the **Supplier** upon receipt of the goods or within deadlines specified in these General Terms and Conditions for Sale.
2. After the deadline, the **Supplier** shall have the right not to admit **claims** asserted by the **Recipient** under any title, save for claims specified under Items 9 and 10 of the General Terms and Conditions for Sale.

13. CONFIRMATION OF QUALITY.

Upon request from the **Recipient**, upon each supply, the **Supplier** shall be obliged to deliver documents confirming the quality of the goods, as required by the applicable regulations of the construction law for specific goods.

14. JURISDICTION.

Any and all disputes that might arise in connection herewith shall be settled by a common court competent with respect to the **Supplier's** seat.