



## GENERAL TERMS OF COOPERATION

### 1. Assumption

The following principles set out the general terms and conditions of cooperation between Powergate Sp. z o.o., and the customer. The exception is special delivery contracts concluded individually with a given customer. None of the following Terms of Sale may be changed or modified by the customer without the written consent of Powergate Sp. z o.o.

### 2. Inquiries and orders

Inquiries are submitted: orally, in writing by fax or e-mail.

Orders are placed only in writing and delivered by fax / post / e-mail.

The conclusion of the contract (agreement) takes place when the customer receives a written order confirmation or proof of sale in the form of a VAT invoice.

### 3. Prices

All prices in the price lists and offers are given in EURO or USD and do not include VAT and transport costs from the Powergate warehouse to the customer.

Prices in PLN are converted at the EURO or USD sale exchange rate at the PKO BP bank according to the exchange rate table as at the invoice date.

It is allowed to issue VAT invoices and payments in EURO or USD, this option requires written acceptance of both parties to the contract.

### 4. Payment terms

We fulfill orders of new customers on the basis of prepayment or pickup on delivery of the goods, in this case the cost of transport is added 6 PLN + 1% of the value of the collection as the cost of collection.

After determining the creditworthiness of the client, he may receive deferred payment, and the number of deferral days is given in the offer or contract and requires a written form.

Deferred payments are regulated by bank transfer to the specified Powergate Sp. z o.o.

Detailed payment terms are given in the offer, order confirmation and invoice.

Due to late payments, Powergate Sp. z o.o. has the right to charge penalty interest at the statutory rate.

### 5. Order cancelation

The order may be canceled only after receiving the written consent of Powergate Sp. z o.o.

In this case, the customer is obliged to cover all order costs incurred by Powergate Sp. z o.o. until notification of cancellation.

### 6. Ownership / liability for the goods

The ownership of the goods passes to the Customer when the full payment for the goods is settled.

In the absence of all or part of the amount due after the due date, Powergate Sp. z o.o. is authorized by the Customer to recover all delivered goods.

The customer accepts responsibility for the goods upon receipt.

### 7. Delivery of goods

Goods available from the warehouse in Tarnowskie Góry can be delivered within three working days from the date of registration of the order.

All shipments are delivered to the customer's warehouse or to the address indicated.

The delivery date of the product imported on the customer's order is given on the order confirmation.

The (net) charges for packaging, loading and transport are as follows:

- up to 10 kg ... 30 PLN
- up to 20 kg ... 40 PLN
- up to 30 kg ... 60 PLN

- up to 50 kg ... 80 PLN  
- up to 70 kg ... 105 PLN

Above 70 kg, price to be agreed.

Each shipment is insured up to the value of 50,000 PLN. On request, the package can be sent insured for a higher value, the fee is then 0.2% of the declared value of the shipment.

For each shipment imported specifically for a specific Customer's order (except for Powergate framework deliveries) or in express mode, an additional transport cost is added as stated in the order confirmation - the cost requires written approval from the customer.

#### 8. Warranty

After acknowledging the legitimacy of a written complaint by a customer, Powergate Sp. z o.o undertakes to remove defects in goods resulting from defective construction and material defects or replace the goods with goods free from such defects on the basis of delivery of an appropriate amount of the claimed product delivered to the customer's warehouse.

The warranty applies, however, only to defects reported no later than one month from the date of detection of the defect by the Customer and no later than one year from the date of purchase.

Powergate's obligations under this warranty are limited to costs that together do not exceed the price of the good itself. All warranty claims will be accepted as soon as the customer acquires ownership of the goods.

#### 9. Complaints and return of goods

All quantitative complaints should be submitted not later than 5 working days after shipment delivery. The customer is obliged to check the compliance of the goods with the documentation immediately after receiving the delivery. In the event of damage or malfunctioning of components, please contact the person responsible for the contract who will inform you about the procedure complaint procedure.

Complaints should be submitted in writing.

The relevant complaint notification form is on a separate document.

#### 10. Limitation of liability

Powergate Sp. z o.o. shall not be liable for damages resulting from production suspension, loss of profit or indirect losses.

#### 11. Certificates / declarations of conformity / norms

The customer is obliged to specify in his inquiry or order what certificates, standards or declarations of conformity should have the offered goods.

Powergate Sp. z o.o. is not responsible for legal consequences at the time of purchase and use of components that do not have the certificates required in the industry.

#### 12. Force majeure

During circumstances that could not have been foreseen at the time of the conclusion of the Powergate Sp. z o.o. is released from the obligations arising from these Terms of Sale.

#### 13. Legal responsibility

Any disputes between the parties will be settled by the competent court for Powergate headquarters. In cases that are not covered by these Terms of Sale, the applicable for situation is Polish law.

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Customer (sign and stamp)

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Powergate Sp. z o.o.