

GENERAL COMMERCIAL TERMS AND CONDITIONS

P.W. BEMIX SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ

WITH ITS REGISTERED OFFICE IN WIĘCBORK, AT UL. ZŁOTOWSKA 33

1. Applicability

All deliveries, services and offers of P.W. BEMIX Spółka z ograniczoną odpowiedzialnością (hereinafter referred to as BEMIX) are governed solely by these commercial terms and condition adopted by BEMIX. They also constitute a component of all agreements concluded between BEMIX and the Ordering Party.

Commercial terms and conditions adopted by the Ordering Party or third parties do not apply even if BEMIX does not object to them in a given case.

2. Making offers and concluding agreements

Our offers remain non-binding. Any additional oral arrangements are valid only when they are confirmed in writing.

Orders are binding for the Ordering Party for a period of two weeks. An agreement is not made until BEMIX accepts the order by sending the order confirmation or by carrying out the delivery within the specified time period.

3. Prices and payments

3.1 Prices given by us are net prices. Statutory VAT tax needs to be added to them, in accordance with the rate in effect at the time of delivery. The cost of transport, packaging and shipment (if goods are delivered to a place of delivery specified by the Ordering Party) also need to be added to prices.

In the case of agreements for regular delivery, delivery on demand or delivery by instalments, we use selling prices in effect on the date of delivery, plus the aforementioned additional costs, e.g. tax and the cost of transport, packaging and shipment.

If a delivery is carried out after the originally agreed date at the Ordering Party's fault and in the meantime there is an increase in the cost of wages, the cost of materials or the subcontractors' prices, we are entitled to proportionally raise our prices.

Confirmed prices apply only to a given order and are not binding on future orders.

3.2 The invoice amount is payable without any deductions immediately upon the receipt of the delivery, not later than 30 days after the invoice date. For this time limit to be deemed observed, our bank account needs to be credited with the payment on time. Previously agreed discounts are not granted when the Ordering Party is in default with payment for previous deliveries. In case of a default in payment, we will add maximum interest to the amount due. We reserve the right to claim damages of a greater amount. In case of a delay in making the payment, we are entitled to collect a flat fee amounting to € 40.00, which will be set off

against due damages, if the damage is justified considering the cost of court proceedings. If there is a default in payment for the invoiced amount related to the previous deliveries, the amount on the next invoice will be immediately due upon the receipt of the delivery. This provision also applies when the Ordering Party files a bankruptcy petition.

3.3 The Ordering Party may only effect set-off with other claims if these claims were deemed final and non-appealable or if they are indisputable. In accordance with statutory provisions, the right to keep shall be excluded from the abovementioned set-off prohibition.

Delivery / Transfer of risk

4.1 Deliveries are in principle carried out ex works BEMIX.

4.2 The delivery lead time and delivery dates specified by BEMIX are only estimated, unless they were expressly given in writing as strict deadlines.

4.3 In case BEMIX agrees on preparing the shipment, the delivery lead time or the delivery date means the moment when the goods are handed over to the carrier. When the purchased goods are handed over to the carrier, the risk is transferred to the Ordering Party. Incoterms do not apply.

4.4 BEMIX is entitled to carry out partial deliveries only when they are acceptable to the Ordering Party. It may happen when the Ordering Party is capable of using the partial delivery as part of the intended use determined in the agreement and when the delivery of the remaining goods is assured and it will not lead to any significant or excessive outlays or additional costs to be incurred by the Ordering Party, unless BEMIX proposes to take over these costs.

4.5 BEMIX is liable for failure to carry out the delivery or a delay in the delivery, provided that they are attributable to BEMIX. The occurrence of force majeure or other unforeseeable events will not be deemed a culpable action.

5. Property right reservation

5.1 Delivered goods remain our property until the Ordering Party satisfies all claims which we might have against the Ordering Party at present or in the future (including the amount of balance on the current account which constitute receivables), arising from commercial activity (reserved goods).

5.2 The Ordering Party is entitled to dispose of goods reserved in the course of proper trading by transferring the resulting receivables, provided that the Ordering Party is not in default with payments. The Customer is prohibited from pledging or effecting a transfer of title in order to secure the goods. In order to establish a security, the Ordering Party is now transferring to us the receivables resulting from further resale or from another legal basis (e.g. the insured event, a tort) to the full extent of such liabilities, related to the reserved goods. In the event of reselling goods covered by the reservation of the ownership of the thing sold along with other goods which do not belong to us, without further processing or after processing or after combining the goods, the transfer of receivables due for selling the goods will only be binding up to the value of the goods covered by the reservation of the ownership of the thing sold. We do not accept this transfer.

5.3 On demand, the Ordering Party is obliged to provide us with the names of its debtors and inform us about the amount of receivables resulting from the invoices. The Ordering Party is obliged to insure the goods covered by the reservation of the ownership of the thing sold against loss and damage. If we pursue our rights resulting from the reservation of the ownership of the thing sold and the Ordering Party acts contrary to the provisions of the agreement, we will be entitled to enter the premises of the Ordering Party and take over the reserved goods.

5.4 We undertake to release the securities that we are entitled to pursuant to the above provisions, if the value of the established securities exceeds the value of the secured receivable by at least 10%.

6. Statutory warranty and liability

6.1 The Ordering Party is obliged to check the goods, also when they are packed, for visible defects immediately after receiving the goods. The Ordering Party is also obliged to notify BEMIX about such defects in writing within seven calendar days after the receipt of the goods, listing verifiable objections. Defects which were not discovered during a thorough inspection need to be reported to BEMIX in writing in the same manner and within the same time limit after they are discovered.

If the purchased goods are sent to the Ordering Party, the Ordering Party needs to report visible transport defects in writing immediately after the receipt of the goods either to the carrier or to BEMIX, if the shipment was executed at BEMIX's risk.

6.2 If the delivered goods are defective, BEMIX has the right to choose the type of supplementary service, i.e. the removal of the defect or the delivery of goods free from defects. The supplementary service executed by us may only be deemed ineffective if the existing defect was not removed after the second attempt to provide the supplementary service. If the execution of the supplementary service fails, the Ordering Party's right to refuse the supplementary service or deem it unacceptable will remain unaffected.

6.3 The goods intended for sale are not deemed defective in the case of an insignificant deviation from the agreed quality (in particular when it comes to colour and workmanship), normal wear and tear or damage which arose from incorrect or careless processing and maintenance or due to specific external factors after the transfer of risk.

6.4 In the cases stipulated in mandatory provisions of the act on product liability, we always bear liability for damage which arose for reasons attributable to us, our statutory representatives or vicarious agents, related to the violation of life, body and health, as well as for damage arising from an intentional action or gross negligence attributable to BEMIX, its statutory representatives or vicarious agents.

8. Place of execution, jurisdiction and final provisions

8.1 In the case of deliveries, the place of performing the obligation is the place of dispatch and in the case of payments, it is the registered office of BEMIX.

8.2 If the Ordering Party is a trader, a legal entity under public law or a separate fund under public law, then the court having territorial jurisdiction to settle any disputes arising from this agreement, including disputes related to the law on promissory notes and cheques, will be a court having jurisdiction over the registered seat of our company or the registered office of the Ordering Party, at our discretion.

8.3 Any agreements between the Ordering Party and our company will be governed solely by the Polish law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

General Commercial Terms and Conditions, as for: November 2019.