



## General Terms and Conditions of Sales and Supply

### 1. General provisions

- 1.1. The following General Commercial Terms and Conditions (hereinafter referred to as the GCTCs) shall apply to all sales agreements concluded by Ushio Poland Sp. z o.o. with its registered seat at: Pass, ul. Stefana Batorego 17, 05-870 Błonie, Poland (hereinafter referred to as the Seller) and the customer (hereinafter referred to as the Buyer).
- 1.2. The Seller shall deliver products or services exclusively on the basis of the GCTCs. The Buyer's commercial terms and conditions that have not been accepted by the Seller in writing shall not be valid.
- 1.3. Any deviations from these GCTCs shall be made in writing, otherwise they shall be null and void.
- 1.4. If the Buyer regularly purchases the products from the Seller, the acceptance of present GCTCs with the first order for product or service shall be extended to all future orders and sale agreements.
- 1.5. The Terms and Condition above form an Integral part of the agreement between the Seller and the Buyer after written confirmation of the order or conclusion of the agreement.

### 2. Prices and terms of payment

- 2.1. Any product and service prices fixed and made available by the Seller are net prices at the Seller's warehouse in Pass.
- 2.2. The Seller reserves the right to change the prices specified in its offer, in case of variations of foreign currency exchange rates and of any other factors affecting the prices.
- 2.3. The applicable method of payment is bank transfer. The costs related to payment transaction shall be borne by the Buyer.
- 2.4. The terms and conditions of payment are specified in the invoice (and pro forma invoice, if it has been issued). The date of crediting the Seller's bank account with the payment shall be considered the date of payment. In case of overdue payment on the part of the Buyer, the Seller reserves the right to suspend deliveries to the Buyer until all payments are settled.

### 3. Terms and conditions of delivery

- 3.1. The dates and other terms and conditions of sale may be subject to change, even after the Buyer has placed his order, in particular due to force majeure (see paragraph "Force Majeure" in these GCTCs), to other circumstances beyond the Seller's control, due to a change in the market situation and current commercial terms and conditions related to, among others, the Seller's relations with entities cooperating with regard to the agreements performed by the Seller.
- 3.2. The Seller shall not be responsible for any errors committed in the content of the order placed by the Buyer.
- 3.3. If the Seller arranges shipment of products to the Buyer, the shipment cost shall be added to the invoice.



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- 3.4. The risk is transferred onto the Buyer at the moment the products/services are received by the shipping company, but not later than at the moment of shipment of the products/services from Seller's plant or warehouse.
- 3.5. The Buyer shall have the right to make claims with reference to any visible damages to the product packaging. If the packaging is damaged, the claim must be submitted directly in writing to the shipping company. The complaint procedure involves the Buyer and the shipping company.
- 3.6. The cost of return shipment shall always be borne by the Buyer. The possibility of returning the products must be confirmed by the Seller in writing, otherwise it shall be null and void.

#### **4. Retention of title/Copyrights protection**

- 4.1. Regardless of the delivery date, the property rights to the products shall be transferred at the moment of payment of the entire amount due for the products.
- 4.2. According to the Copyright and Neighboring Rights Act (OJ 1994, N° 24, item 83) - the Buyer shall not acquire any rights to the registered trademarks, trade names or patents obtained by the Seller, unless the parties to the agreement agree otherwise in a separate agreement.

#### **5. Guarantee**

- 5.1. The Seller undertakes the obligation to perform, Free of charge, repairs regarding defects and damage to the products that occurred due to the fault of the Seller or to exchange them for products of full value, within 14 business days from receiving the products
- 5.2. The guarantee is valid for a period of 12 to 36 months from the date of delivery of the product to the Buyer depending on the offer on the and individual arrangements with the customer.
- 5.3. This guarantee is applicable to the product upon presentation of proof of purchase to the Seller. The repair method is determined by the Seller.
- 5.4. The Buyer should file complaints in writing with the Seller. The Seller reserves the right not to examine the complaint submitted in a different manner and not containing all the necessary data. The complaint should include:
  - date of filing the complaint,
  - proof of purchase of the defective product (as an attachment to the complaint),
  - detailed information regarding the type and quantity of the defective products,
  - signature of the applicant,
  - in case of persons acting on behalf of other entities, also a document proving their authorization to act on behalf of these entities.
- 5.5. The Seller may fail to meet the deadline for the repair if the company's activities are disrupted due to import/export limitations and/or other legal provisions, as well as to other unexpected circumstances.
- 5.6. The guarantee shall become invalid when:
  - damage and mal function is not a result of the Sellers fault but was caused, in particular, by: atmospheric discharges, flooding, mechanical impact, incorrect supply voltage, misuse or other external factors;
  - the product is inconsistent with the proof of purchase or if the latter unreadable, or has been altered in any way;
  - any persons other than the Seller (including the Buyer) have performed an adaptation, modification or repair of the products.



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- 5.7. After the expiration of the guarantee, any repairs made by the Seller shall be charged. The cost and date of repair shall be determined by the Seller.

## 6. Limitation of liability

- 6.1. The Sellers liability to the Buyer is limited to the value of product determined according to the damage caused by a damaged and defective product if such damage or defect arose due to causes beyond the control of the Seller.
- 6.2. The Seller is not liable for any defects caused by improper or unprofessional operation, inappropriate assemble or start-up by the Buyer or third parties, normal wear and tear, inappropriate or negligent use, nor for the consequences of unprofessional modifications executed without the consent of the Seller, or repair works carried out by the Buyer or by third parties.
- 6.3. The Seller is not liable for any functional deficiencies of the products resulting from improper selection of equipment and software or Incorrect design of system and installation by the Buyer, who should precisely verify if the functionalities of the products offered by the Seller meet his expectations.
- 6.4. Product guarantee does not exclude or limit the Buyers rights regarding inconsistency of goods with the agreement.

## 7. Electronic communication

- 7.1. Any communication between the Seller and the Buyer via electronic mail is considered as being in accordance with the principles of acting in good faith and with the present GCTCs, The contents sent via electronic mail are legally binding to the same extent as those sent by a letter or fax.
- 7.2. The content of the received e-mail shall be regarded binding (pursuant to the above paragraph) if it includes following elements: e-mail address of the sender, date and time of sending, and name of the sender. Anonymous messages shall be considered invalid.

## 8. Confidentiality/Trade secret

- 8.1. Without the Seller's consent, the Buyer is not entitled to reveal any trade secrets and/or information obtained as a result of trade contacts, to any third parties.
- 8.2. Any information and materials that have been passed to the Buyer by the Seller but are not available to the public should be considered confidential. It is prohibited to make confidential materials available to any third parties without the Sellers consent.

## 9. Force majeure

- 9.1. Force majeure, strikes, riots, acts of official authorities, non-realized cooperation deliveries from the Seller's suppliers and other events which are unpredictable, inevitable and significant in their effects exempt the Seller from the responsibility to fulfill the obligations arising from the concluded agreements for the duration of such a disturbance and to the extent of its impact.
- 9.2. The Seller is obliged to notify the Buyer of the factual situation immediately, as far as possible, and to do everything in his power to fulfill the obligations in good faith in so far as the conditions of the factual situation allow.



**10. Territorial jurisdiction of the court**

Any disputes that may arise between the parties in connection with the performance of agreements to which these GCTCs apply, shall be resolved by the courts of local and material jurisdiction over the Sellers registered address.

**11. Final provisions**

- 11.1. Any individual amendments, including supplements, to these GCTCs shall be made in writing, otherwise they shall be null and void.
- 11.2. The applicable language for communication between the parties is Polish. If the Buyer is unable to communicate in Polish then English becomes the admissible communication language.
- 11.3. In case any provision of this GCTCs is found invalid, it does not affect the validity of the entire document.
- 11.4. Any offers, quotes, prices, specifications, catalogues, promotional materials, technical drawings etc. are supplied by the Seller for information only, without any commitments.
- 11.5. This document supersedes all its previous versions and shall be valid until the next version is issued.

As of: February 2024