

GTCS - General Conditions of Sale and Delivery to Legal Persons

§1 GENERAL PROVISIONS

1) The General Terms and Conditions of Sale and Delivery apply only to the sale of products and services offered by ERKO. The "seller" is the ERKO company, which has its seat in Jonkowo at ul. Hanowskiego 7 Poland.

"Buyer" is a legal entity that purchases products under a sales contract as defined in the provisions of the Civil Code. The term "Products" means all products offered for sale that the Seller will deliver to the Buyer on the basis of an accepted order. Domestic sales will be defined as the sale of goods and services if the Buyer's place of residence or registered office is in the territory of Poland.

2) The Seller publishes the General Conditions of Sale and Delivery on its website www.erko.pl thus making the terms of these regulations available to the Buyer before concluding the Agreement. The Buyer may copy the General Conditions of Sale and Delivery from the Seller's side and store and reproduce them at will.

3) The General Conditions of Sale and Delivery do not apply to sales for which a separate agreement, contract or agreement for the supply of goods or services has been concluded in writing.

4) The terms and conditions for the performance of contracts with the content different from the General Terms and Conditions of Sale and Delivery are not accepted by the Seller. Any additional or different commercial terms and conditions of the Buyer are binding for ERKO if they have been accepted by both parties in writing.

5) The Buyer agrees to the processing of his data by the Seller for the purposes of: completing the order, keeping internal trade statistics. The Buyer also agrees to send commercial information by electronic means and for this purpose is obliged to provide an e-mail address for correspondence with the Seller. The Seller guarantees that the Buyer's data will not be made available to third parties and other companies. The buyer, in accordance with the Regulation of the European Parliament and of the Council (EU) in force from May 25, 2018 on the protection of natural persons' data, the processing of personal data and the free movement of such data (referred to as GDPR), has the right to withdraw prior consent to such processing in accordance with the instructions posted on the page : <http://erko-electro.com/>

ERKO Sp. z o.o. SK declares that it makes every effort to ensure the privacy and security of such personal data.

§2 SUBJECT AND SCOPE OF THE OFFER

1) WRITTEN OFFER

a) The terms of the offer apply only to the products and services mentioned in the written offer and do not oblige the Seller to additional deliveries and services.

b) The Seller's offer is valid for one month from the date it is issued, unless the offer states otherwise.

c) Prior to the execution of the first order, the Buyer is obliged to provide the necessary documents regarding his business, except for cash on delivery (cash), a current excerpt from the National Court Register or an entry in the business register, a certificate of the VAT number.

2) CATALOG OFFER

a) The information provided in catalogs, folders, websites, photos, technical drawings and other

advertising media is for information purposes only and is binding for the Seller only when confirmed in writing by authorized persons under pain of nullity.

b) In connection with the policy of continuous development, the Seller reserves the right to make any changes to the above-mentioned materials at any time without any obligation to notify about any changes.

c) The materials delivered to the Buyer are the property of the Seller. Copying, making changes to the presented data and using the changed data without the consent of the Seller is prohibited.

§3 PRECAUTIONS

1) Make sure that the parameters of the product described in its specification ensure sufficient safety for the correct operation of the device or system and absolutely avoid any use that exceeds the defined and described parameters of the product.

2) Never touch the exposed or unsecured parts of the device while the product is energized.

3) Make sure the product is connected properly. Incorrect connection may result in malfunction, excessive overheating and the risk of fire.

4) If there is a risk that the faulty operation of the product could cause severe material damage or threaten the health and life of people or animals, the devices or systems should be constructed in such a way that they are equipped with a double safety system guaranteeing reliable operation.

§4 CONCLUSION OF THE CONTRACT

1) The seller responds to the inquiry and makes an offer to the buyer by e-mail or fax. In response to the offer, the Buyer places an order by e-mail, fax, letter, phone or in person. The seller has the right to request confirmation of the order placed by phone or in person. The Seller has the right to request confirmation of an order placed by phone in writing (e-mail, fax, letter).

2) The Seller's offer is valid for 30 days, unless the offer states otherwise.

3) The Buyer may place an order despite the lack of an offer from the Seller. The Seller may accept the order by confirming the order by e-mail, by letter or by phone or by delivering the ordered goods to the Buyer. In this case, the Buyer's order is treated as an offer to purchase.

4) For orders worth more than 12,000 Euro net from the Ordering Party, with whom the Seller does not have a written Cooperation Agreement, the Seller has the right to request the Ordering Party to send an Authorization by e-mail, signed by the person representing the Ordering Party, confirming that the person placing the order is authorized to place it.

5) The Buyer may not cancel any order accepted by the Seller, except in the event that an authorized employee of the Seller issues a relevant written consent.

6) Addresses to which orders should be sent:

a) e-mail: export@erko.pl

b) ERKO Sp. z o.o. ; 11-042 Jonkowo; ul. Hanowskiego 7

§5 PRICES AND PAYMENT CONDITIONS

1) The prices of products and services offered by the Seller included in the price list are expressed in Euro

2) The prices of products and services offered by the Seller in the base price list are retail prices. The

purchase of wholesale quantities entitles the Buyer to negotiate prices.

4) Payment terms. The Buyer shall make full payment for the Goods indicated on the invoice by the Seller within the time specified on the invoice.

5) If the Buyer fails to make any payment in due time, the Seller may:

a) withdraw from the contract or suspend any further deliveries to the Buyer;

b) include all payments made by the Buyer against the interest due or receivables for goods delivered under another agreement between the Buyer and the Seller (regardless of the indicated purpose of the above-mentioned payments by the Buyer).

6) The Seller declares that he is a tax payer on goods and services - VAT No. 739-020-46-93 and is obliged to issue VAT invoices.

7) If the Buyer is a VAT payer, the Buyer authorizes the Seller to issue VAT invoices for goods and services specified in the submitted and accepted order.

8) In the event of delay in payment by the Buyer, the Seller may claim statutory interest for each day of delay in payment.

§6 DELIVERY OF GOODS, PACKAGING, COLLECTION COSTS

1) The prices given in the offers refer to unit packages or their multiple. The Buyer's order for quantities other than individual packages may result in charging the Buyer with additional costs. The Seller will inform the Buyer about the additional costs associated with the ordering of goods in non-standard quantities.

2) Transport conditions. The type of transport of the products ordered by the Buyer is selected by the Seller according to his criteria, unless the Buyer specifies otherwise in the order.

3) The Buyer is obliged to collect the ordered products from the Seller at the place and time indicated in the order, and in the absence of such indication, collect the products at his office.

4) The date of product release gives the basis for issuing a VAT invoice on the day on which the products were released from the Seller's warehouse.

5) The delivery of the products at the expense of the Seller will take place only through forwarders with whom the Seller has signed forwarding contracts.

6) In the case of transactions carried out on the terms of prepayment, the order is processed after the payment is credited to the Seller's account.

§7 DATES OF ORDER COMPLETION

1) The Seller carries out the Buyer's order immediately after receiving it by e-mail, fax, directly from the Seller's internet platform or otherwise indirectly, if the goods are in the Seller's warehouse, unless the buyer specifies a different delivery date. In other cases, the goods are delivered on an individually agreed date or on a date specified in the order confirmation.

2) The Seller is exempt from meeting the deadlines for completing the order if the following circumstances occur after accepting the order: force majeure understood as a lockout, strike, epidemic, war, embargo, decisions of competent administrative and local authorities, fire, flood and other natural disasters, interruption or delay in the supply of raw materials, energy and components,

- 3) The occurrence of the circumstances listed in point 2) suspends the performance of the contract until these circumstances cease to exist.
- 4) The suspension of the performance of the order does not give the Buyer the right to compensation, unless the Parties agree otherwise. Delivery may be suspended when the Buyer's order exceeds the credit limit granted to him or when the Buyer has overdue invoices to the Seller.
- 5) The release of the products takes place when the goods leave the Seller's warehouse by handing them over to the Buyer or, if the products are delivered by the carrier (by post or other means of transport), the goods are released upon their release to the carrier.
- 6) If the Seller is not able to deliver the ordered goods to the Buyer within the agreed period, he will notify the Buyer of the new delivery date. The buyer is obliged to confirm the new delivery date, failure to confirm the new delivery date within three working days will be considered acceptance of the new delivery date. In this case, the Buyer's claims for delayed delivery are excluded.

§8 WARRANTY

- 1) The Seller grants a guarantee for the sold goods under the conditions specified in this section.
- 2) The warranty specified in this paragraph does not apply to any non-standard (non-catalog) products, in which construction, functional or material changes have been made, introduced in accordance with the indications and wishes of the customer or in agreement with the customer. The warranty conditions for this type of performance are defined in a separate agreement or contract concluded between the Seller and the Buyer in writing under pain of nullity.
- 3) DURATION OF THE WARRANTY
 - a) The warranty period for the goods sold by the Seller is 12 months from the date of delivery of the goods.
 - b) The warranty applies only to the Buyer in accordance with ERKO sales document, in the country to which the goods were sold.
 - c) Any further resale (regardless of the form and nature of sale) outside the territory of the country to which the goods were sold is not covered by the guarantee or warranty of ERKO.
 - d) In the case referred to in point c), eventual servicing of the goods is possible on the terms and in accordance with the price list of the distributor in a given country.
- 4) SCOPE OF GRAVANCE
 - a) The Seller undertakes to remove physical defects in the products sold to the Buyer if these defects arise from an incorrect concept prepared by the Seller, faulty raw material or workmanship.
 - b) The Seller is not responsible for product defects resulting from the fault of:
 - the imposed concept of execution and assembly by the Buyer,
 - failure to follow the rules of proper operation,
 - storing products in inappropriate conditions.
 - c) Warranty is excluded in the case of product replacement or repairs resulting from normal wear and tear, as well as damage or destruction resulting from negligence, lack of supervision, misuse, failure to comply with the rules of the so-called "Electric art".
 - d) The warranty conditions are met if the Buyer notifies the Seller in writing (by filling in the complaint form on the Seller's website) about the defects immediately, but not longer than within 7 days from the date the defect was discovered, describing in detail the scope of the defects disclosed, the circumstances of their occurrence and the type / type of appliance in which the product is used and nature of the installation.

e) The complaint does not apply to products damaged as a result of circumstances beyond the Seller's control.

§9 WARRANTY FOR DEFECTS

1) The Buyer should immediately check the delivered products and notify about any defects or quantity inconsistencies found. The defects should be described in detail in the complaint form. If it is technically possible, the technical parameters which are not met and how far they differ from those given in the specification of a given product should be given. If defects are visible, photos should be attached to document it. If the information provided by the Buyer is not sufficient to consider the complaint, the Seller may not accept the complaint. In the event of failure to do so, the Buyer loses the rights under the warranty.

2) In the event of quantitative shortages or defects, the Buyer may request the delivery of products free from these defects, and supplement the shortages. The choice of one of these rights rests with the Buyer, however, in the event of a request to remove defects or replace the product, the Seller ultimately has the right to decide whether to remove the defects or replace the goods with one free from defects. The costs of removing defects, delivering goods free from defects or supplementing shortages are borne by the Seller.

3) The Seller undertakes to respond to it in writing within 14 days of submitting the complaint (the notification is understood as the delivery of the advertised goods together with a correctly completed complaint form). If the complaint is accepted, the Seller is obliged to remove the defects, and if this is not possible, replace it with goods free from defects. In the event of the necessity to conduct specialist tests, the time limit for considering the complaint is extended. If it is found that the complaint was unjustified, the Seller has the right to charge the Buyer with the costs of the examination.

4) Complaints about deliveries, complaints about the non-compliance of the delivery with the invoice or order and about damage in transport must be reported at the latest upon receipt of the goods.

5) In the event of a complaint about the delivery carried out by a forwarder / courier, the Buyer is obliged to draw up a complaint protocol with the participation of an employee of the transport company and notify the Seller. Complaints that do not meet the specified procedure will not be considered.

6) The Buyer is entitled to compensation claims for damages incurred in connection with physical defects or quantitative shortages of products only if the Seller caused the Buyer damage intentionally or as a result of gross negligence.

7) The warranty does not cover defects resulting from improper or inconsistent with the recommended precautionary measures in §3, assembly, maintenance and defects caused by repairs carried out by the Buyer or by third parties on his behalf.

8) The costs of transporting the repaired or replaced products as a result of the guarantee shall be borne by the Seller.

§10 CONFIDENTIAL INFORMATION

1) All specifications, drawings, technical descriptions and details related to the performance of the service, in particular regarding the processing of products (hereinafter: "information"), submitted with the Seller's offer or otherwise delivered to the Buyer in accordance with the contract, are provided on a confidential basis. The Buyer is obliged to treat this information as confidential and

not to disclose it (in the manner prescribed by law, unless the information has already been made public, other than through the Buyer's negligence) to third parties without the Seller's prior written consent, and he should use them only for purposes related to the performance of the contract (order).

2) Any inventions or new processing technologies for products arising in connection with the performance of the contract (orders) and any patent rights or similar rights created in Poland or elsewhere are entitled / owned by the Seller.

§11 CHANGES AND DISPUTABLE ISSUES

1) In cases not regulated in the General Terms and Conditions of Sale or in other provisions agreed by the Parties in writing, the provisions of the Polish Civil Code shall apply.

2) Any oral arrangements between the Parties shall be binding only upon their confirmation by the Parties in writing under pain of nullity.

3) Any disputes arising from sales contracts to which these General Terms and Conditions of Sale relate will be settled by common courts competent for the seat of the Seller.