

GENERAL COMMERCIAL TERMS AND CONDITIONS VOLLMER Polska sp z o.o.(12/2015)

These General Commercial Terms and Conditions apply to all deliveries of machinery and parts as well as to maintenance services provided by VOLLMER Polska Sp. z o.o. Customer's purchase conditions which are incompatible with these General Terms and Conditions shall not be binding even if the Supplier (Vollmer) accepts the Customer's PO. The Commercial Terms and Conditions apply both to the present PO and to any following future orders.

1. OFFER.

- 1.1 Offers of the Supplier are subject to changes. A Purchase Order can be considered accepted only when acknowledged in writing by the Supplier. A delivery note or invoice can also serve as an acknowledgement. The Supplier's Commercial Terms also apply to orders placed orally or by phone. Any remarks regarding the acknowledgement should be given to the Supplier without any delay in the shortest possible time.
- 1.2 Any documents attached to offers, including illustrations, drawings, technical specifications, sizes and weight may differ from the actual data and should not be considered as fully obligatory. Any details relating to performance and media consumption are indicative only and may not be used by the Customer as binding guarantee. The Supplier reserves all intellectual property rights in all offers, regardless of whether in tangible or intangible form, and they may not be transferred to third parties without the consent of the Supplier. Any data provided by the Customer to the Supplier will not be made available to third parties without the Customer's consent.

2. PRICES AND PAYMENTS

- 2.1 All prices quoted by the Supplier, unless otherwise specified in a separate sales contract, are understood as net, FCA Incoterms®2010 plus VAT if applicable to a specific transaction. The prices may be quoted in PLN or EUR currencies. All settlements shall be governed by the following provisions, except for transactions regulated by a separate cooperation contract signed with the Customer:
 - a) Deliveries up to PLN 300 net are charged on delivery or paid in advance.
 - b) Deliveries above PLN 300 can be invoiced with deferred payment up to 14 days from delivery. Deferred payment does not apply to Customers placing their first orders or Customers with current payment delays resp. late payment behaviour.
 - c) The amount deemed as a payment towards a machine order is 20% of gross machine value. 80% of gross value shall be paid before delivery of the machine. The Supplier shall notify the Customer of the planned machine delivery at least 2 weeks in advance before the planned delivery.
 - d) The payment date shall be deemed the date the funds are credited on the Supplier's account.
 - e) An amount paid towards an order can be refunded in its entirety or partially before delivery date is specified by the Supplier. The Supplier has the right to deduct from the order amount the cost related to order handling incurred so far, or the cost resulting from beginning the machine delivery procedure.

The Customer has the right to withdraw from purchase within the statutory deadline without any extra cost.
 - f) If the delivery is delayed more than 3 months from the delivery date (from the planned week of a given year confirmed by the Supplier on receiving an order) because the Customer failure to settle the remaining amount of the order value, the Supplier shall be entitled to add to the agreed machine price any extra cost incurred due to order handling, machine storage until the transaction is complete or other cost related directly to the delayed delivery.
 - g) For all intra-EU supplies, the Customer shall specify the Supplier its VAT ID number, which will be verified prior to the transaction so as to enable effective delivery. The Supplier shall have the right to refuse delivery if no VAT ID is received.

3. DELIVERY DATES, DELAYED DELIVERY

- 3.1 Delivery term starts from the date of receiving the Supplier's order acknowledgement.
- 3.2 The delivery date stipulated is indicative and cannot be deemed as ultimate and final. The Supplier undertakes to notify the Customer promptly of any delays.
- 3.3 Should the Supplier be unable to deliver the parts or machines on time for reasons beyond its control (delays of subcontractors, lack of raw materials etc.), the delivery term will be extended accordingly and immediately reported to the Customer. The Supplier cannot be responsible for delays for reasons beyond its control.
- 3.4 In the event of a possible delay to the acknowledged delivery date, the Supplier reserves the right to an extra month to complete the delivery without any claims from the Customer. After that extra month, the Customer shall be entitled to compensation to the maximum amount of 0.5% of order value for each complete week of delay. The total compensation, however, may not exceed 5% of order value. The terms of compensation can be stipulated otherwise, in a separate written sales contract.



In case of delay in delivery for the Customer fault, the Supplier shall be entitled to charge compensation after 30 calendar days of delay, starting from the agreed delivery week. The compensation will be charged at a rate of 0.5% of order value per every following month of delay. That cost can be stipulated otherwise, in a separate written sales contract.

- 3.5 Should the Customer withdraw from the Purchase Order before planned delivery, the Supplier can charge 5% of order value as the cost of order cancellation.
- 3.6 Partial deliveries are possible.

4. TRANSFER OF RISK AND ACCEPTANCE

- 4.1 According to par. 2.1 the risk associated with the delivery passes onto the Customer at the moment of the order shipment, unless otherwise stipulated in a separate written delivery contract made between the Supplier and Customer. At the Customer request, the Supplier can organise transport and insurance of the shipment against fire, damage, theft or flood and other insurable risks upon separate conditions.
- 4.2 Should the delivery of the material be delayed through the fault of the Customer, the risk passes automatically on the Customer on the day of material (machine or part) shipment, and the Customer shall ensure the necessary protection of the material at its cost and risk.
- 4.3 In the absence of Customer remarks after material delivery without unnecessary delay, the Supplier assumes that the material has been accepted.

5. OWNERSHIP

- 5.1 The delivered material (machines and parts) remains the Supplier's property until fully paid for based on the VAT Invoice.
- 5.2 The Customer has neither the right to pledge the material not paid for nor to provide it to third parties, however it has the right to resell it at standard accepted commercial conditions.
- 5.3 In case of the Customer's breach of the commercial conditions, failure to pay full amount for the material within the deadline specified, the Supplier shall be entitled to demand to return the material and the Customer shall comply with this obligation. The cost of material return shall be covered by the Customer.
- 5.4 At the Supplier request, the Customer shall inform the Supplier who has taken the ownership of the material over from the Customer.
- 5.5 If the delivery includes software, the Customer shall have the right to use the software as a non-exclusive user. The software can be used on one machine only. The Customer can make a copy of the software only for its own use (archiving), can translate the software without interfering with the manufacturers content, in particular no descriptions related to the ownership may be made. The supplier retains all rights to the software including all copies thereof.

6. TERMS OF WARRANTY

- 6.1 The warranty covering technical faults is 12 months from the date of signing the final technical acceptance act, without any remarks and reservations, regardless of the number of hours worked by the machine during the warranty term.
- 6.2 If, during the warranty term, the machine is found to be defective or breaks without the Customer's fault, the Supplier will be obliged to repair the defect at its own cost. This does not apply to parts which are subject to natural wear and tear.
- 6.3 For new parts delivered by the Supplier, not installed in the machine which is not covered by warranty, the warranty is 6 months.
- 6.4 The warranty does not apply to parts subject to fast and natural wear and tear during operation. (If not faults of new parts are found).
- 6.5 The warranty does not apply to failures resulting from improper operation of the machine by technical staff of the Customer, or incorrect installation of an own made part or ordered from an unauthorised third party.
- 6.6 The Supplier assumes no responsibility for any loss or damage caused by unauthorised repair or installation of parts.

7. DATA PROTECTION

The Supplier shall take into account the protection of the personal data of its contractual partner and shall comply strictly with the provisions of the data protection laws of Poland and with the data protection provisions of the European Union. All personal data relating to the Supplier's contractual partner shall only be collected to the extent required or technically necessary to perform the purpose of the contract. This data will not be sold on to third parties. Companies affiliated with the Supplier shall have access, within its group of companies, to the management software in which this data is stored. In addition, data shall be passed on to any sales partner commissioned to perform the contract, in particular to payment companies vis-à-vis which the Supplier shall take the required measures to protect this data, to the extent necessary for the execution of the respective contract.

The Customer shall have the right to be provided with information at any time about their personal data which has been stored, the origin and the recipients thereof, as well as about the purpose for which it has been saved.

8. RESPONSIBILITY

Legal relationships and possible disputes between the Customer and Supplier are subject to valid provisions of Polish law.