

## **GENERAL RULES OF SALE**

### **1. GENERAL**

In the event of any conflict or inconsistency between the terms and conditions of sale herein and the terms and conditions contained in Purchaser's order or in any other form issued by Purchaser, whether or not any such form has been acknowledged or accepted by OEM Tech, OEM Tech' terms and conditions herein shall prevail. No waiver, alteration or modification of these terms and conditions shall be binding upon OEM Tech unless made in writing and signed by a duly authorized representative of OEM Tech.

### **2. QUOTATIONS**

Unless otherwise stated, OEM Tech' quotation shall be null and void unless accepted by Purchaser within thirty (30) days from the date of quotation.

### **3. PRICES / COST OF TRANSPORTATION**

All quoted prices are based on the current exchange rates, tariffs and costs of manufacture. Prices are subject to correction for error. Unless otherwise stated, all prices understood FCA Warsaw and include domestic packing. Customary methods of transportation shall be selected by OEM Tech and such transportation will be at Purchaser's expense. Special methods of transportation will be used upon Purchaser's request and at Purchaser's additional expense provided reasonable notice of Purchaser's transportation requirements are given by Purchaser to OEM Tech prior to shipment.

### **4. DELIVERY**

Delivery schedules are approximate and are based on prevailing market conditions applicable respectively at the time of OEM Tech' quotation and OEM Tech' acceptance of Purchaser's order. Delivery shall also depend on the prompt receipt by OEM Tech of the necessary information to allow maintenance of the manufacturer's engineering and manufacturing schedules. OEM Tech may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

### **5. FORCE MAJEURE**

OEM Tech shall not be responsible or liable for any loss or damage incurred by Purchaser herein resulting from causes beyond the reasonable control of OEM Tech including, but without limitation, acts of God, war, invasion, insurrection, riot, the order of any civil or military authority, fire, flood, weather, acts of the elements, delays in transportation, unavailability of equipment or materials, breakdown, sabotage, lock-outs, strikes or labour disputes or the failure of OEM Tech' suppliers to meet their delivery promises. The acceptance of delivery of the equipment by Purchaser shall constitute a waiver of all claims for loss or damage due to any delay whatsoever.

### **6. SHIPMENT/DAMAGES OR SHORTAGES IN TRANSPORT/RISK**

Except for obligations stated under "Warranty" herein, OEM Tech' responsibility for goods ceases upon delivery to the carrier. In the event of loss or damage during shipment, Purchaser's claim shall be against the carrier only. OEM Tech will, however, give Purchaser any reasonable assistance to secure adjustment of Purchaser's claim against the carrier provided immediate notice of such claim is given by Purchaser to OEM Tech. Claims for shortages must be made in writing within ten (10) days after

receipt of goods by Purchaser. If OEM Tech does not receive written notification of such shortages within such ten (10) days, it shall be conclusively presumed that the goods were delivered in their entirety. Unless agreed upon otherwise in writing, OEM Tech reserves the right to make partial shipments and to submit invoices for partial shipments.

## **7. WARRANTY**

Goods sold hereunder are covered by a warranty against defects in material and workmanship provided the goods and services are subjected to normal use and service. The applicable warranty period is eighteen (18) months from shipping date to Purchaser of any item of the goods, or any other warranty period otherwise stipulated in writing by OEM Tech under this sale. For components not supplied by OEM Tech, the original manufacturer's warranty shall apply to the extent assignable by OEM Tech. The obligation under this warranty is limited to the repair or replacement, at OEM Tech' option, of defective parts FCA Warsaw of shipment provided that prompt notice of any defect is given by Purchaser to OEM Tech in writing within the applicable warranty period and that upon the Purchaser's return of the defective parts to OEM Tech or, if designated by OEM Tech, to the location where the works are made, properly packed and with transportation charges prepaid by Purchaser, an inspection thereof shall reveal to OEM Tech' satisfaction that Purchaser's claim is valid under the terms of this warranty. Purchaser shall assume all responsibility and expense for dismantling, removal, re-installation and freight in connection with the foregoing. The same obligations and conditions extend to replacement parts furnished by OEM Tech hereunder. OEM Tech does not assume liability for installation, labour or consequential damages. OEM Tech makes no warranty other than the one set forth herein. All other warranties, legal, expressed or implied, including but not limited to any expressed or implied warranty of merchantability, of fitness for the intended use thereof or against infringement are hereby expressly excluded. The applicable warranty ceases to be effective if the goods are altered or repaired other than by persons authorized or approved by OEM Tech to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranty ceases to be effective if Purchaser fails to operate and use the goods sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturers.

## **8. INSTALLATION**

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that OEM Tech is requested to supervise such installation, OEM Tech' responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.

## **9. RETURNED GOODS**

No goods may be returned to OEM Tech without OEM Tech' prior written permission. OEM Tech reserves the right to decline all returns or to accept them subject to a handling/restocking charge. Even after OEM Tech has authorized the return of goods for credit, OEM Tech reserves the right to adjust the amount of any credit given to Purchaser on return of the goods based on the conditions of the goods on arrival in OEM Tech' warehouse. Credit for returned goods will be issued to Purchaser only where such goods are returned by Purchaser and not by any subsequent owner of the goods. Goods will be considered for return only if they are in their original condition and packaging.

## **10. TERMS OF PAYMENT**

Unless otherwise stated, invoices on "open account" shipment are payable within thirty (30) days of invoice date. Unless specifically provided, no cash discount shall be available to Purchaser. When cash discount is offered, the discount price is computed from the date of invoice.

## **11. CHANGES AND CANCELLATION**

Orders accepted by OEM Tech are not subject to changes or cancellation by Purchaser, except with OEM Tech' written consent. In such cases where OEM Tech authorizes changes or cancellation, OEM Tech reserves the right to charge Purchaser with reasonable costs based upon expenses already incurred and commitments made by OEM Tech, including, without limitation, any labour done, material purchased and also including Supplier's usual overhead and reasonable profit and cancellation charges from OEM Tech' suppliers.

## **12. RESPONSIBILITY**

For failure or inadequate execution of obligations under any contract concluded between OEM Tech' and its contractor the parties bear the property responsibility according to the current legislation of the Republic of Poland.

At the event of delay in payments the Purchaser is to pay the penalty at the rate of 0.2% of the unpaid goods cost per every day of delay.

At the event of delay in delivery or incomplete delivery of the goods OEM Tech is to pay the penalty at the rate of 0.2% of the undelivered goods cost per every day of delay.

## **13. GOVERNING LAW AND DISPURES**

In any legal relations with OEM Tech' the governing law is to be the law Of the Republic of Poland.

All differences and disputes, which may arise out from any contract concluded between OEM Tech' and its contractor or in connection with it shall be transferred to the Economic Court in Warsaw in accordance with the laws of the Republic of Poland. Bringing pre-trial claims is not of necessity for the Parties.

## **14. THE AGREEMENT**

An acceptance and official confirmation of Purchaser's order by OEM Tech shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements.