



ALCOMEX SPRINGS-POL Sp. z o.o. GENERAL TERMS AND CONDITIONS OF SALE

Article 1 Sphere of application.

- 1.1. These terms and conditions (hereinafter referred to as the "gtcs") shall apply to entering into and performing contracts of sale of springs entered into by ALCOMEX SPRINGS-POL Sp. z o.o., entered into the entrepreneurs' register kept by the District Court of Warsaw under number KRS 0000270246, (hereinafter referred to as "ALCOMEX") as seller, with another trader, as purchaser. Within the meaning of the gtcs, a contract of sale shall include also a contract of supply, ALCOMEX shall be deemed also the supplier, and the purchaser shall include also the supply recipient.
- 1.2. Unless the context otherwise requires, within the meaning of the gtcs, the plural shall include also the singular, and vice versa.

Article 2. Entry into the contract.

- 2.1. A contract shall be entered into upon the parties reaching an agreement as to determining the kind, quantity or number and price of the springs as well as the time of their delivery, taking into account the gtcs provisions.
- 2.2. Where a contract has not been entered into in writing, ALCOMEX may request to have all or any of the contract's provisions confirmed in writing, by setting an appropriate time-period for this purpose to the purchaser. If the purchaser avoids such confirmation as well as in the event of a dispute between the parties as to the terms of their agreement, ALCOMEX may refrain from performing the obligations under the contract until such time as a written agreement is reached or the disputed provisions are determined in a relevant final judgment. ALCOMEX shall not be allowed to give notice of refraining from performing the obligations under the contract for the above reason after the lapse of two years of the contract's conclusion.
- 2.3. In the absence of or in case of doubts as to determination of the kind of springs or technical features, it shall be presumed that the contract referred to ALCOMEX standard products as set out on the ALCOMEX website or in other ALCOMEX materials made available to the purchaser, having parameters as close as possible to those to which the negotiations, offers, counter-offers, pricing enquiries or other communications made prior to the contract's conclusion related.

Article 3. Information, advice and designs.

- 3.1. The Purchaser may use documents, information, calculations, drawings, models, programmes, designs, advice and other similar elements obtained from ALCOMEX in relation to entering into or performing a contract with ALCOMEX (hereinafter referred to "Information"), exclusively for the purpose of performing that contract with ALCOMEX or using the springs purchased under that contract. The purchaser shall, until such time as the contract is entered into and for ten years of its conclusion, store the Information so as to prevent access by third parties without purchaser control.

- 3.2. ALCOMEX shall keep all copyright, industrial property rights and other rights on intangible assets to all Information created in relation to entering into or performing a contract. Contract conclusion shall not be interpreted as granting a licence or any other authorization to use such rights.
- 3.3. Where a contract has not been entered into, the purchaser shall return all Information received and remove all Information-related data from all carriers so as to prevent a breach of the foregoing provisions.
- 3.4. ALCOMEX shall execute the springs based on designs, assumptions and other information supplied by the purchaser to ALCOMEX prior to the contract's conclusion ("the guidelines"). The purchaser has the right to control conformity of springs execution with the guidelines, provided, however, that the exercise of this control cannot hamper ALCOMEX's activity. The purchaser shall ensure that in the event of the springs being executed according to the guidelines, no third party will raise any claims on ALCOMEX in this respect. ALCOMEX shall not be obliged to verify the guidelines received.
- 3.5. In the event of a breach of any of the obligations set out above in this article, ALCOMEX shall be allowed to request a contractual penalty amounting to one thousand Euros for each day of such breach's duration. Where the breach consists in a single event, the penalty shall be calculated for each month of such breach's duration.

Article 4. Delivery of the springs to the purchaser.

- 4.1. The time-period to deliver the springs shall commence when ALCOMEX receives the first advance payment towards the price, and shall be no less than a month.
- 4.2. The time-period to deliver the springs shall be suspended for as long as the parties make arrangements aimed at more detailed determination of or modifying the technical features, kind or number of the springs.
- 4.3. The time-period to deliver the springs shall be extended as appropriate in the case of additional orders.
- 4.4. Each party may, for justified reasons, extend the agreed time-period to deliver the springs. It must do so as soon as such reasons arise, and the aggregate delivery time-period extensions shall not exceed one half of the initially agreed time-period. Where the purchaser has made an advance payment that covers the whole of the price, ALCOMEX shall not accrue the costs of storing the springs executed, during a month of the initially agreed delivery date, regardless of the reason for which the delivery time-period has been extended.
- 4.5. ALCOMEX shall, at the delivery date, make the springs available to the purchaser at ALCOMEX's production plant (Ex Works Incoterms 2000).
- 4.6. The springs shall be carried from ALCOMEX's production plant at the purchaser's cost and risk. At the purchaser's request, ALCOMEX shall have a professional carrier carry the springs, against a refund of the costs for ALCOMEX; ALCOMEX shall then respect the purchaser's wishes as to the choice of the carrier.
- 4.7. ALCOMEX's duty to deliver the springs shall be deemed performed upon their delivery to a professional carrier of goods for the purpose of the springs being carried to such place as designated by the purchaser.
- 4.8. The risk of damage to or accidental loss of the springs as well as other risks shall pass to the purchaser when the springs are delivered to the carrier. The springs' insurance, if any, shall be the purchaser's responsibility as from that time.
- 4.9. ALCOMEX shall remain the owner of the springs until such time as it receives the whole of the price and a refund all refundable costs, including but not limited to carriage costs.

- 4.10. The purchaser shall examine the springs immediately after their reception and make trial tests prior to their installation in the gate or other device in which they must remain according to their purpose.
- 4.11. If ALCOMEX, within a week of the delivery date, does not receive purchaser written (not to be otherwise valid) reservations as to the number, quantity or quality of the springs, then the springs shall be presumed to conform with the contract.
- 4.12. Where the springs prove not to conform with the contract, the purchaser shall be allowed to claim damages or exercise other remedies only if the springs have not been made conform with the contract by delivering springs that conform with the contract or taking another appropriate action during such appropriate time-period as set by the purchaser to ALCOMEX.
- 4.13. Where the purchaser has not taken delivery of the springs and has not done so during an additional time-period to take such delivery as set by ALCOMEX to the purchaser, ALCOMEX shall be allowed to sell them as scrap and shall apply the price so received, less the resulting costs including but not limited to those of storage and sale, towards the unpaid portion of the price owed by the purchaser.

Article 5. Price.

- 5.1. The prices as quoted by the parties are unit prices to be increased by Value Added Tax (VAT), customs duties and other similar levies, unless these are expressly included in the price amount. Within the meaning of the gtcs, an “advance payment” includes also any portion of the price, prepayment as well as other amount paid or to be paid to ALCOMEX in relation to the price.
- 5.2. In case of a doubt as to price determination, the parties shall be deemed to accept such springs prices as set out in the pricelists on ALCOMEX’s website or otherwise made available to the purchaser prior to the contract’s conclusion. Lacking such criteria, the price shall be determined as the actual cost of purchase of materials and use of other production means needed to manufacture the springs, as increased by a lump-sum to cover the overheads equal to one half of the former cost and by a margin of the same amount as that lump-sum.
- 5.3. The provisions of the preceding section shall apply accordingly in the event of additional or complementary orders.
- 5.4. Where, as a result of an unforeseeable production means price increase or loss in the currency purchasing power between the time of price determination and the time of delivery of the springs, ALCOMEX would be likely to suffer material damage by performing the contract, ALCOMEX shall be allowed to increase the price in proportion to the change of the aforementioned elements. ALCOMEX shall transmit to the purchaser a relevant motivated calculation along with ALCOMEX’s notice of such price increase. This right shall be vested in ALCOMEX prior to the time of springs delivery. The purchaser shall be allowed to rescind the contract within a week of receiving the information of the price increase but not later than by the time of springs delivery. The parties shall be allowed to exercise the above rights prior to the lapse of two years of the day of contract conclusion. No right mentioned above shall exclude any rights arising out of law.
- 5.5. Within a week of the contract’s conclusion, the purchaser shall make an advance payment covering the whole of the price. If the parties have agreed on a smaller advance payment, or advance payments are payable in portions, the whole of the price must be paid before the springs are delivered.
- 5.6. Where any advance payment (prepayment) or any price portion is not paid on time, ALCOMEX shall be allowed to refrain from performing its obligations until such time as it receives the outstanding payment. ALCOMEX may do so without setting any additional time-period.

- 5.7. Where ALCOMEX obtains credible information of the purchaser's threatened insolvency or insolvency, ALCOMEX shall be allowed, without setting an additional time-period, to suspend performance of the obligations under the contract until such time as:
- 1) the purchaser documents that the information of its threatened insolvency or insolvency is untrue, or
 - 2) a payment covering the whole of the price is made.
- 5.8. Notwithstanding the foregoing, ALCOMEX shall be allowed to request collateral for the payment of the price portion that is not covered by an advance payment in the form of submission to enforcement directly out of a notarial deed, a promissory note provided with suretyship, bank suretyship, a bank guarantee, an insurance guarantee, a mortgage, or a pledge or lien. If such collateral is not provided within an appropriate time-period set for this purpose by ALCOMEX to the purchaser, ALCOMEX shall be allowed to refrain from performing its obligations until such time as the collateral is provided or an advance payment covering the whole of the price is paid.
- 5.9. Notwithstanding the foregoing, ALCOMEX shall be allowed to request the price to be paid regardless of the agreed payment times, where:
- 1) any amount due to ALCOMEX is not paid on time and has not been paid within an additional time-period set for this purpose by ALCOMEX to the purchaser;
 - 2) the purchaser's insolvency or threatened insolvency has occurred;
 - 3) purchaser assets have been attached within enforcement proceedings;
 - 4) the purchaser business's activity has been suspended or actually discontinued;
 - 5) the purchaser's liquidation has commenced, the purchaser no longer exists as a person or the purchaser has died.
- 5.10. Where successive advance payments are not paid on time, ALCOMEX shall be allowed to set to the purchaser an appropriate additional time-period to pay the outstanding amounts, and should such payment not be made within that time-period, ALCOMEX shall be allowed to rescind the contract in whole or only to such extent as does not correspond to the advance payment already paid. ALCOMEX shall be allowed to exercise the above right within two years of the contract's conclusion.

Article 6. Hardship. The parties' liability.

- 6.1. ALCOMEX shall be allowed to suspend performance of the obligations under the contract for an appropriate definite time, not exceeding six months, if it encounters obstacles in contract performance the overcoming of which is beyond ALCOMEX's control and the arising of which could not have been foreseen by ALCOMEX in the given circumstances. ALCOMEX shall give the purchaser forthwith notice of such obstacles. ALCOMEX shall not be allowed to exercise the above right later than two years of the contract's conclusion.
- 6.2. In the event of such suspension the purchaser:
- 1) shall have the right to rescind the contract within a month of learning that suspension;
 - 2) shall not be allowed to claim damages owing to non-performance or untimely performance of an obligation.
- 6.3. Each party's liability for a failure to pay a price, advance payment or portion of the same on time as well as for a failure to deliver on time shall be limited to the amount of statutory default interest as accrued on the amount of the price to which the failure relates, for the period of such failure. This limitation shall not apply to a failure caused intentionally.

- 6.4. ALCOMEX's liability for other cases of non-performance or inadequate performance of an obligation shall be limited to the price amount unless the non-performance or inadequate performance of the obligation has been intentional.
- 6.5. The contractual penalties shall be calculated separately for each case of breach. The duty to pay a contractual penalty shall not exclude the duty to redress in full any damage suffered by ALCOMEX.
- 6.6. ALCOMEX shall give a six-month repair warranty and warranty for physical defects of the springs. ALCOMEX shall cause the springs to conform with the contract during this period. The above period shall commence on the day that the springs are delivered. The purchaser shall forfeit the relevant rights if it fails to give ALCOMEX notice of the defect within a week of the defect being discovered; such notice must be in writing in order to be valid.
- 6.7. Non-performance or inadequate performance of an obligation shall mean also lack of conformity of the goods with the contract.

Article 7. Miscellaneous.

- 7.1. All of the gtcs provisions shall apply to the parties' relations unless the parties have expressly excluded the application of certain provisions.
- 7.2. Where the gtcs conflict with general terms or contract models applied by the purchaser, the gtcs provisions shall prevail. If the general terms or contract models applied by the purchaser include a similar provision, the conflicting provisions shall not apply.
- 7.3. A purchaser claim hereunder cannot be assigned without ALCOMEX's consent, such consent not to be valid unless made in writing.
- 7.4. A party shall be allowed to address notices and communications to such postal addresses, e-mail addresses or telephone numbers of the other party as have been used in the process of contract conclusion, and the notices and communications so delivered shall be deemed duly given. The persons who have used such numbers or addresses on a party's behalf in relation to contract conclusion shall be deemed empowered to receive notices or communications under the contract on that party's behalf. Any change in this respect must be communicated to the other party in order to be effective. Notwithstanding the foregoing, notices and communications can be duly given at the given party's address as indicated in the relevant official register.
- 7.5. The contracts of sale shall be governed by Polish law. All disputes arising out of the contracts of sale or related thereto shall be resolved exclusively by the Polish courts, and the court that has jurisdiction over ALCOMEX's seat as of the time that the proceedings are initiated, shall be competent in this respect. These provisions can be validly departed from only in writing.
- 7.6. The gtcs have been drawn up in Polish and English. In any case of discrepancy between the versions, the Polish one shall prevail; if, however, the seat of the purchaser's business that is relevant to the contract is located outside the Republic of Poland, the English version shall prevail.

Article 8. International sanctions

- 8.1. Contractor will not deliver, direct or indirect, any of its products or materials to parties and/or countries which are included on the sanctions lists of the United Nations (UN) Security Council, the Office of Foreign Assets Control (OFAC) and the European Union (EU). This concerns parties and/or countries which are subject to sanctions as well as financial restraints. Our clients are not entitled to deliver our products or materials to such parties and/or countries.
- 8.2. The client will indemnify the contractor for any and all claims of third parties (including national or international authorities) if the client will deliver our products

or materials to parties or countries which are included on the sanctions lists of the United Nations (UN) Security Council, the Office of Foreign Assets Control (OFAC) or the European Union (EU). The Client will indemnify the contractor for any and all damages of the contractor in connection with such breach of the client, including but not limited to all costs of the contractor to defend such claims.

- 8.3. If and insofar the client is in breach of its obligations under clause 20.1 has to be clause a, contractor is entitled to terminate the agreement with the client with immediate effect and to claim damages as a result of such termination (including costs and lost profits).