

EKOWODROL GENERAL COMMERCIAL TERMS AND CONDITIONS IN RELATION TO SZUSTER SYSTEM CHECK VALVES

GENERAL PROVISIONS

1. The present General Commercial Terms and Conditions (hereinafter known as GCTC) set out the rules of commercial cooperation: entering into contracts of the delivery of goods offered by EkoWodrol Sp. z o.o. with the registered office at Słowiańska 13, 75-846 Koszalin (hereinafter known as EKOWODROL) between EKOWODROL as the Supplier and an entity that runs a business activity and that orders Products from EKOWODROL (hereinafter known as the Purchaser), and they apply to all and any contracts of the supply/sale of Products ((hereinafter known as Products).
2. GCTC constitute an integral part of every Quotation made by EKOWODROL, a delivery/sale contract or a contract of cooperation which EKOWODROL is a party to, and that covers a delivery of Products. GCTC are made available to Customers on the website: www.ekowodrol.pl as well as in the registered office of EKOWODROL.
3. GCTC constitute an integral part of the first order placed by the Purchaser. The Purchaser, by placing an order on the grounds of the Quotation sent by EKOWODROL, simultaneously confirms that GCTC is aware of them and it unconditionally accepts them. Fulfillment of the above is a required condition of commercial cooperation.
4. Should it not be possible to become familiarized with GCTC, the Purchaser is obliged to inform EKOWODROL of this fact before placing an order, otherwise the Purchaser shall be deemed to have been familiarized with GCTC and the Purchaser unconditionally accepts them.
5. The placement of an order means that the Purchaser accepts GCTC. If, when placing an order, the Purchaser accepted GCTC, it is deemed that the Purchaser accepts GCTC for all subsequent orders, as well.
6. GCTC takes precedence over the terms and conditions of the contracts of purchase from the Purchaser, even if the Purchaser states otherwise in any documents submitted to EKOWODROL, and they are not accepted by EKOWODROL.

QUOTATION

1. The Quotation is not an offer in the meaning of Art. 66 § 1 of the Civil Code.
2. The Quotation is prepared based on the information transmitted by the Purchaser and related to those Products that the Purchaser intends to buy, including in particular based on drawings, drafts, specifications handed over by EKOWODROL, or templates that have been supplied.
3. EKOWODROL reserves the right to alter the unit prices of Products in the case of an increase of the prices of raw materials used in the production and an increase energy prices: by a percentage increase of price-related factors in relation to their prices from the Quotation date. This provision is related to those orders which have not been confirmed or have been confirmed by EKOWODROL, if they are to be completed later than within 90 days of their confirmation date.

CONTRACT CONCLUSION PROCEDURE

1. Orders for Products from EKOWODROL covered by the Quotation are to be submitted in a written format only specifying the type of Product, its dimensions, its quantity and the expected order completion date. No specification of the completion date is considered as an acceptance of the date indicated by EKOWODROL.
2. The Purchaser's order (hereinafter known as the Order) is considered to be an offer of purchase in the meaning of Art. 66 § 1 of the Code Civil Procedure.
3. EKOWODROL may accept an Order in part or it may reject it without giving any reason thereof within 10 working days from its receipt date. The Order is accepted for processing through a written confirmation of the Purchaser's Order by EKOWODROL (hereinafter known as the Confirmation of Order).
4. If there are any discrepancies between the Order and the Confirmation of Order, the provisions of the Confirmation are deemed to be binding provided that the Purchaser has not submitted any

written objections and has not sent these via e-mail within 3 working days to the address given in the Confirmation of Order. If the Purchaser has sent any reservations as to the Confirmation of Order, the Parties are no longer bound by it unless EKOWODROL accepts the Purchaser's objections within 3 working days of the receipt date of the objections.

5. The binding contract of delivery (hereinafter known as the Contract) is concluded the moment EKOWODROL confirms in writing the Purchaser's Order in relation to which the Purchaser has not submitted any objections, unless EKOWODROL has accepted the Purchaser's objections; then the Contract is concluded the moment EKOWODROL accepts the said objections. An absence of a Confirmation of Order does not mean a tacit acceptance of the Order.

COMPLETION OF ORDERS, PRICE PAYMENT

1. The delivery will take place on the date as agreed and indicated in the Confirmation of Order. If the Quotation does not include transport costs, it is accepted that the delivery is in accordance with Incoterms 2010, EXW Połczyńska 71A, 75-811 Koszalin, Poland.
2. Any changes introduced by the Purchaser after the placement of the Order in relation to addresses, dates of delivery, types and quantities of Products, packaging etc. are possible solely upon a written consent from EKOWODROL. To become binding, all and any oral declarations by EKOWODROL personnel require a written confirmation. Any changes made by the Purchaser may result in a change of the value of the Order.
3. The Purchaser is obliged to make a qualitative and quantitative acceptance of the Products being delivered. Complaints related to the quantity of Products as regards bulk packaging are not taken into consideration unless they are reported during their acceptance in a delivery note (a packing list, a stock issue confirmation document, a bill of lading etc.).
4. The Purchaser is obliged to ensure an efficient unloading of the Products delivered in a maximum time of 2 hours from the arrival at the delivery place (this does not apply to any deliveries in accordance with Incoterms 2010, EXW and FCA). In the case of an unjustified delay in unloading, the Purchaser may be charged with additional fees calculated by carrier or EKOWODROL.
5. If the delivery occurs in accordance with Incoterms 2010, EXW Połczyńska 71A, 75-811 Koszalin, Poland, the acceptance of the Products must occur within 14 days of the notification date of the Purchaser about EKOWODROL being ready to issue the Products. After this date, EKOWODROL may charge storage costs in relation to the Products in accordance with EKOWODROL rates.
6. The Purchaser is obliged to pay for the Products in under the conditions as set out in the Quotation or in the Confirmation of Order, whereas no deductions are permissible without a written consent from EKOWODROL. A lack of the payment of the price by the payment date entitles EKOWODROL to charge statutory interest for a delayed payment.
7. EKOWODROL has the right to withdraw from the Contract if the Purchaser has not paid the advance payment due, provided the obligation to pay this results from the Quotation or the Confirmation of Order. In this case, the Order completion date runs from the date the advance payment is credited on the bank account of EKOWODROL.
8. EKOWODROL has the right to withdraw from the Contract if the Purchaser has failed to pay the receivables connected with the completion of the previous Orders and whose payment date has expired. This being the case, EKOWODROL reserves the right to demand the Purchaser to pay the costs incurred in connection with the completion of any rejected orders.
9. The date of crediting the bank account of EKOWODROL is the payment date for the Products purchased.

FORCE MAJEURE

1. The notion of force majeure is understood to be an event that occurred after the conclusion of the Contract and which could not have been predicted or opposed to while acting with due diligence (Art. 355 § 2 of the Code of Civil Procedure), and which is of an external nature both to EKOWODROL and the Purchaser, in particular if the performance of the duties under the Contract is made impossible due to civil commotion, strikes, lockouts, internal fighting, mutinies, riots, acts of terrorism or sabotage, military actions, blockage of ports or of any other commonly used entry or exit points, a ban on imports or exports or any other acts of public authorities, epidemics, earthquakes, floods or any other natural disasters that the Parties are unable to overcome.

2. In the case of a force majeure occurrence, the affected Party will be exempted from its contractual obligations for the duration of the force majeure, and the agreed dates will adequately be extended. This also concerns the case when such events take place with the sub-suppliers of EKOWODROL and will have an impact on keeping the agreed dates.
3. The Party which due to the force majeure cannot fulfill its obligations will immediately notify in writing the other Party of this event, at the same time informing it what the impact will be on the fulfillment of the obligations. Apart from it, the Party affected by the force majeure needs to submit to the other Party a certification issued by the Chamber of Commerce located in its country to confirm the fact of the occurrence of such circumstances that justify a force majeure occurrence within 10 days of the force majeure occurrence.
4. The Party affected by the force majeure is obliged to immediately notify the other Party in writing of the cessation of the force majeure in order to establish a new date of the realization of contractual obligations.

DELAYS IN DELIVERY

EKOWODROL may stop the delivery thus exceeding the date as set out in the Contract if the value of the existing Purchaser's liabilities towards EKOWODROL is over the value of the credit limit awarded to the Purchaser by EKOWODROL or an insurance company. Unmatured liabilities are also included in the value of the Purchaser's liabilities. The right to suspend expires only after the Purchaser has settled the liabilities.

RESPONSIBILITIES OF EKOWODROL

1. EKOWODROL ensures the conformity of the technical condition of Products with the standards and certificates required by the applicable regulations of law concerning the application of Products.
2. EKOWODROL warrants and represents that the Products correspond to the description included in the written Confirmation of Order and in the specifications, that result from the documents indicated therein.
3. EKOWODROL issues a guaranty for the Products for a period of 12 months from the delivery date. EKOWODROL is liable towards the Purchaser for the warranty in the period that is equal to the period of the guarantee issued.
4. The liability on the part of EKOWODROL for the warranty or guarantee covers damage to/defects of the Products caused by an improper quality of the raw material used or by productions defects.
5. The liability on the part of EKOWODROL for the warranty and guarantee does not include the following:
 - a. mechanical damage (such as cracks, scrapings, breaking off etc.) caused by the impact of other objects on the surface,
 - b. damage as a result of an improper use or maintenance (cleaning) of the Product;
 - c. damage as a result of abrupt changes in temperature;
 - d. damage as a result of internal stresses in the Product caused by an improper installation by the Purchaser, by the use of improper installation materials, by use which is at variance with the purpose, or a constructional defect of those elements where the Product has been installed;
 - e. defects or damage as a result of improper storage before installation or storage before installation which is non-compliant with the manufacturer's instructions, including in particular ineffective protection against the direct influence of external factors such as improper weather conditions or mechanical impacts;
 - f. damage to the instrumentation on the Product if such damage was caused by an improper use and/or the installation of those elements that collaborate with the said instrumentation and any other errors in the course of the Product's installation;
 - g. any damage to the Product, if no guidelines and recommendations contained in the manual, provided it was supplied with the Product or found on website: www.ekowodrol.pl, were followed when storing, installing or using the Product;
 - h. defects defined as an improper colour of the Product in the case if the arrangements with the Purchaser concerning the colour were based on standardized colour palettes without the Customer's acceptance of the standard samples supplied;

- i. damage to/defects of the Products that occurred during their use or installation/disassembly which resulted from the specificity of their use or installation, if no such specificity was communicated in writing to EKOWODROL by the Customer within the framework of the documentation (a description of those factors which the Products will be exposed to during their installation and use, e.g. a force of vibrations, a temperature range etc.).
6. EKOWODROL is liable towards the Purchaser for non-performance or improper performance of the Contract being a fault on the part of EKOWODROL, yet the scope of responsibilities is limited solely to the actual damage, and it does not involve any lost benefits, and it may not exceed in total the amount of the order value, whereas the liability in connection with the aforementioned warranty and guarantee for Products may exceed the value of defective Products. If damages or defects have been found in the Products supplied, the Purchaser, under the pain of the loss of the rights related to the guarantee issued and the rights related to the warranty, is obliged to promptly, however not later than within 5 days of finding a defect, send a notification of complaint to the Sales Department in EKOWODROL via e-mail to the address provided in the Confirmation of Order.
7. The complaint will be processed within 30 days of the date of EKOWODROL receiving a written notification of the complaint. The Purchaser is obliged to secure the defective Product to enable EKOWODROL to conduct its examination: to establish the causes of its defectiveness. Any failure to secure the Product covered by the complaint, which makes it impossible for EKOWODROL to examine it, shall result in EKOWODROL not being liable for the defects reported.
8. The recognition of the complaint reported imposes an obligation on EKOWODROL to repair the defective Product, to provide a new Product that is free from defects, or to refund the purchase price of the Product: as selected by EKOWODROL.
9. The responsibility of EKOWODROL for the defects of the Products does not cover any reimbursement of the costs of the installation, disassembly and transport of the Products or any other costs, damage and lost benefits on the Purchaser's part.
10. The responsibility of EKOWODROL described above in relation to warranty for defects and in relation to the quality warranty issued occurs only if the price has been paid for the Products covered by the notification of complaint.
11. Complaints related to damage in transport will be considered only if a damage protocol has been supplied signed by the driver/forwarder/carrier and after information on damage has been included in the delivery note (a packing list, a stock issue confirmation document, a bill of lading etc.) and after photographic documentation has been sent to szuster.system@ekowodrol.pl showing the damaged Product located on the means of transport (before unloading) including the identification number of the means of transport.

CIVIL LIABILITY

1. EKOWODROL warrants and represents that it is insured against the risk of civil liability towards the Purchaser for material and personal loss: liability in tort, contractual liability, civil liability in relation to the defects of products and services performed as well as civil liability insurance against environmental damage with a coverage of all and any activities and works aimed at removing the occurred environmental damage. The current value of the insurance as specified in the policy is related in total to the whole scope of insurance, for one and all events over a 12-month period of insurance. Such insurance does not need to clearly refer to a specific Contract, yet this is an insurance taken out by EKOWODROL in connection with the activity run and/or the property possessed, one which covers damages that occur in connection with the performance of individual Contracts.
2. Upon the Purchaser's request, EKOWODROL undertakes to send a copy of the current insurance policy.
3. Should the Purchaser require a wider scope of insurance (apart from the standard insurance possessed by EKOWODROL referred to in Section 1 the above), or should the Purchaser wish to secure the Contract with a guarantee (an advance payment guarantee, performance guarantee/performance bond, warranty surety/warranty bond, LC), the Purchaser is obliged to notify EKOWODROL of this fact before placing an Order. The cost of the aforementioned additional insurance/security will be estimated and it will increase the value of the Order.

FINAL PROVISIONS

1. The Provisions of the General Commercial Terms and Conditions are binding towards all and any Purchaser's Orders that are processed after the Quotation has been received, whereas in the case of any divergences between the GCTC provisions, the Quotation, the Customer's Order or the Confirmation of Order, the following hierarchy is established of their provisions being binding:
 - a. Order Confirmation,
 - b. General Commercial Terms and Conditions of "EKOWODROL",
 - c. Order,
 - d. Quotation,and the rules of interpretation in accordance with which, in the case of any discrepancies between the provisions contained in the aforementioned documents, the provisions contained in the document in the sub-section marked with the first letter of the alphabet will be binding.
2. In relation to any matters not provided for in the documents mentioned in Section 1 above, the regulations of the Polish law, and the regulations of the Civil Code in particular, shall apply. The application is excluded of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna dated 11 Apr. 1980.
3. No transfer of rights is allowed towards EKOWODROL based on the contract concluded with EKOWODROL without a prior written consent from EKOWODROL.
4. All and any disputes which may arise as a result of the performance of the Contract shall be settled by the court of common law in Koszalin.