

## **General terms of delivery and sales**

### **1. Application**

1.1. Company Milar Sp. Z o.o. sells goods only to business entities. The following conditions apply to contracts with the Purchaser for the delivery and sale of goods by the company Milar Sp. z o.o., regardless of the method of their conclusion (order and order confirmation, order together with its realisation, a written agreement).

1.2. An order can be placed: in writing, by fax, via webmail (after signing the contract). It is desirable that when placing the first order the Purchaser should present a photocopy of a document certifying his entitlement to conduct business.

1.3. Placing an order by the Purchaser and the receipt of goods are equivalent to the acceptance of these Terms.

1.4. Any deviations from the Conditions should be expressly agreed and confirmed in writing by Milar Sp. z o.o.

1.5. The invalidity or unenforceability for any reason of any part of these Terms shall not prejudice or affect the validity or enforceability of other parts.

### **2. Offers, orders and agreements**

2.1. No catalogues, brochures, price lists and notices can be considered as an offer, and are provided by Milar Sp. z o.o. for informational purposes only, unless otherwise expressly agreed in writing.

2.2. Orders are realised according to the availability of goods at the time of the Purchaser's order and are binding for the parties from the moment of its confirmation, unless the object of the contract is immediately delivered.

2.3. Offers are valid for 30 days from the date of issue, unless otherwise specified in the offer or a new offer has been made.

### **3. Prices and payment**

3.1. The prices are without VAT and on EXW conditions (INCOTERMS 2010), unless otherwise agreed in writing.

3.2. In the case of delivery of the goods to the Purchaser by Milar Sp. z o.o., the Purchaser will be additionally charged for sending the goods (transport charges, forwarding, etc.).

3.3. Payment shall be made in the currency shown on the invoice by bank transfer to one of the bank accounts listed on the invoice, unless otherwise agreed in writing. If the base for price in local currency is connected with other values, the exchange rate shall be calculated based on the date of invoice issue and the conversion rate of BNP Paribas Bank Polska S.A. valor sales shall be applied

3.4. If the Purchaser has previously been granted trade credit and the value of the purchase would result in exceeding the amount of the loan, the realisation of delivery will only take place on the condition of earlier payment by the Purchaser of at least an amount exceeding the assigned limit.

3.5. Payment is due no later than the date indicated on the invoice for payment. Milar, however, has the right to demand prepayment for goods, in whole or in part, to secure its delivery. Suspension of any payment by the Purchaser due to complaints is not permitted unless the complaint has been previously recognised by Milar, which specified the amount to be withheld.

3.6. Any late payment will automatically result in the payment of statutory interest, without the prior written notices or requests. In case of delay in payment exceeding one month Milar Sp. z o.o. is entitled to charge the Purchaser with interest at the rate of double the statutory rate for the entire period of delay, but not more than the maximum interest.

3.7. Milar reserves the right to correct an invoice if between the date of issuing the invoice and the receipt of payment, the EURO exchange rate changes by more than 5%.

### **4. Delivery**

4.1. The date of delivery shall be considered the point at which packaged goods in the seat of Milar Sp. z o.o. are delivered to the Purchaser or transmitted to the carrier regardless of who organises the transport of goods.

4.2. If goods from the seat of Milar Sp. z o.o. are collected by a person sent by the Purchaser, he must have a written authorisation to collect the goods and the invoice, unless the receipt is made by a business owner or a person registered in the National Court Register as authorised to represent the the Purchaser.

4.3. Milar is entitled to deliver goods in parts. Each of partial deliveries in the light of the Terms, shall be treated as an independent delivery.

### **5. Transfer of risk and title**

5.1. The benefits and burdens associated with the sold goods and the risk of accidental loss or damage of the goods passes to the Purchaser at the start of delivery, according to the definition contained in section 4.1.

5.2. All goods sold by Milar Sp. z o.o. remain its property until receipt of full payment from the Purchaser, to which it is entitled under the contract, or until processing of the goods in a way not allowing its separation.

5.3. Until the time when the ownership of the goods passes to the Purchaser, the Purchaser shall ensure that the goods: a. are stored under conditions required to maintain their properties and protected against theft or vandalism, b. are stored separately and marked in such a way that they can be easily identified as property of Milar Sp. z o.o., c. are not subject to any claims, lien or seizure law, d. are insured for their full value (replacement value) against any possible risks.

### **6. Warranties**

6.1. The Purchaser acknowledges that Milar Sp. z o.o. acts as a distributor of goods, and that only the manufacturer guarantees the Purchaser that the goods delivered meet the criteria set out in the specifications. All other conditions and warranties related to the quality or fitness for the purpose of the goods are not accepted. In case of complaint about goods the role of Milar Sp. z o.o. consists only in transferring the complaint to the manufacturer. Responsibility for the sale of goods, including the guarantee and warranty is limited solely to the replacement of the goods with the ones free of defects or to refunding the money and does not include other losses and lost profits.

6.2. The Purchaser will check the goods immediately upon delivery and will be entitled to complain about the lacking goods or their defects that can be detected by such inspection, provided that: a. The Purchaser marks the perceived defect in the documents of the carrier, and further, b. they provide Milar company with written information about the event, not later than two working days from the date of delivery.

6.3. The Purchaser will have the right to complain about the internal (hidden) defects of the received goods, if all of the following conditions are fulfilled jointly: a. the Purchaser shall inform about it in writing within two working days of the discovery, b. such an event will take place during the period of validity of the product in accordance with the product card, c. it will happen no later than within 30 days of receipt of delivery.

6.4. If the Purchaser complains about deficiencies or defects in goods, they may not continue to use them. Such goods should be retained for inspection by the Milar Sp. z o.o. The Purchaser is not entitled to return those goods to Milar company Sp. z o.o. or the manufacturer without written permission.

6.5. Any complaints on the part of the Purchaser will be rejected if: a. delivered goods were stored or used improperly, b. the Purchaser does not inform the manufacturer or Milar Sp. z o.o. of the damage (alleged defect) within the period specified in section 6.2. and 6.3. or does not allow inspecting the goods, c. the Purchaser fails to comply with, or does it incorrectly, or late, their obligations to Milar Sp. z o.o. listed in the contract.

6.6. Any recommendations and advice given to the Purchaser by Milar Sp. z o.o. are made in good faith but do not involve taking any obligations by Milar Sp. z o.o. Therefore, the Purchaser shall, before using the product perform tests to confirm the suitability of the product for the intended use.

6.7. The Purchaser will handle the goods in accordance with the recommendations given in the safety instructions provided by Milar Sp. z o.o. or manufacturer. If the Purchaser is not in possession of such materials or wishes any information or advice in relation to the safe use of products, they should immediately contact Milar Sp. z o.o. Both the storage of goods, and its use should be carried out taking into account the recommendations contained in the product card; violation of these rules by the Purchaser exempts Milar Sp. z o.o. from liability for the quality of the goods.

## **7. Force Majeure**

Milar Sp. z o.o. is not responsible for any delay in delivery or impossibility of its implementation resulting (directly or indirectly) from reasons attributable to the manufacturer, in particular such as natural disasters, war, terrorism, accidents, explosions, nuclear accidents, breakdowns of machinery and equipment, sabotage, strikes or other disruptions in the availability of the workforce (regardless of legitimacy of the claims), official acts or omissions of state authorities, port overload, shortages in supplies, equipment, fuel or power, significant deficiencies in means of transport or any other causes which are beyond the control of Milar Sp. z o.o. and which cause the fulfilling of an obligation to be impossible or extremely cumbersome. If a delay caused by one of the above reasons lasts longer than 30 days, both parties have the right, upon written notice to the other party, to terminate the contract in relation to goods which have not been delivered.

## **8. Termination of an agreement**

8.1. Milar has the right - if any of its invoices or portion thereof is not paid on time, and the period of delay in payment is at least 24 days, or if the Purchaser does not apply to the recommendations of Milar Sp. z o.o. or manufacturer, or if the Purchaser does not properly comply with any other obligations made in the contract and these terms, or if the application has been filed for bankruptcy of the Purchaser or the opening of the arrangement proceedings, or liquidation or takeover - to without notice postpone execution of all orders or terminate all the contracts concluded with the Purchaser with immediate effect, without the need for any calls and demand immediate payment of all claims, including those whose maturity has not yet expired.

8.2. With the above-mentioned termination Milar Sp. z o.o. will be entitled to enter the premises of the Purchaser to retrieve all the previously delivered goods, while the Purchaser undertakes to provide him any assistance in this regard.

## **9. Disputes and applicable law**

All disputes, if not settled amicably, shall be settled by the courts competent for the seat of Milar Sp. z o.o. in accordance with law applicable in Poland.