

**GENERAL TERMS AND CONDITIONS OF SALE
OF THE COMPANY SEBAN Sp. z o.o**

I. GENERAL PROVISIONS

1. These General Terms and Conditions of Sale (hereinafter referred to as: GTC), are applicable to any contracts for sale of goods and provision of services by SEBAN Sp. z o.o., Nowa Ziemia 8, 59-540 Świerzawa (hereinafter referred to as the Seller).
2. These GTC constitute an integral part of each sale, delivery and service agreement concluded with contractors, (hereinafter referred to as the Buyer) in the version binding on the date of placing an order by the Buyer. Any other regulations (general conditions, etc.) applied by the Buyer shall not apply to services and sales performed by the Seller.
3. The Buyer is obliged to get acquainted with GTC before placing an order. Placing an order by the Buyer is equivalent to accepting GTC by the Buyer at the moment of order placement. In case when the Buyer declares that it does not accept these GTC, it entitles the Seller to withhold goods until submission of a written statement by the Buyer on acceptance of these GTC or refusal to sell.
4. Any change to GTC requires a written form under pain of invalidity.
A change in GTC or separate arrangements are applicable exclusively to a given commercial transaction.
5. Conclusion of a separate sale/supply/service agreement or framework agreement excludes the application of GTC only in the scope regulated in it in a manner contrary to GTC. In the scope not regulated in the above-mentioned agreements, GTC shall apply.
6. No information contained in catalogs, folders and advertisements of the Seller shall constitute an offer within the meaning of the Civil Code. Information relating to dimensions or weight, as well as illustrations, descriptions and drawings, contained in or attached to the commercial materials submitted to the Buyer by the Seller are for information purposes only, unless expressly indicated otherwise.
7. The Seller makes GTC available on its websites www.seban.com.pl and www.primatess.com.

II. CONCLUSION OF THE CONTRACT

1. The contract of sale of goods or services is concluded on the basis of an order placed by the Buyer in writing.
2. The order sent to the Seller by the Buyer in writing (by letter, fax, e-mail) must contain the Buyer's data, be signed by persons authorized to act on behalf of the Buyer, detailed information on the ordered product to the extent necessary for its identification (e.g. reference to the Seller's offer) and data on the order execution conditions desired by the Buyer.
3. Confirmation of order acceptance by the Seller requires written form and is sent to the Buyer electronically.
4. Failure to confirm acceptance of an order for execution does not constitute an implied consent by the Seller to the conclusion of the contract, unless the Seller immediately proceeds to its execution.
5. Before placing the first order, the Buyer should provide copies of registration documents confirming its status as an entrepreneur (respectively, entry in the register of Business Activity or an excerpt from the National Court Register, a certificate of NIP and REGON statistical number).
6. If, for reasons beyond the control of the Seller, the Seller will not be able to perform the contract in whole or in part, it shall be entitled to withdraw from it in whole or in part, stating the reasons for withdrawal. The Seller shall not be liable for any damage caused thereby.
7. In justified cases, the Seller has the right to refuse to accept an order, in particular when the Buyer remains in delay with the payment due to the Seller.



III. PRICES AND TERMS OF PAYMENT

1. The prices indicated in the offers are net prices and Value Added Tax (VAT) should be added at the rate applicable on the day of issuing the invoice.
2. The prices given in the offers are binding for the period specified in the offer. If a period is not specified, validity is assumed to be 14 days, from the date of the offer announcement. The offer, in addition to the expiration of the designated period, also expires if the offered item has run out of stock.
3. Oral agreements and assurances of the Seller's employees shall be binding on the Seller only when confirmed in writing, otherwise being null and void
4. The prices quoted are valid ex warehouse or factory, unless otherwise agreed by the parties.
5. In a situation beyond the control of the Seller, when in the period between the conclusion of the contract and issuance of goods cost drivers (e.g. energy, fuel price, raw material, labor costs, exchange rates, customs duties, etc.) affecting the price have changed, The Seller reserves the right to change the price to an appropriate extent. A price change requires the consent of the Buyer. If the Buyer does not agree to the price change, the Seller shall be entitled to withdraw from the concluded contract, without incurring liability and costs associated with the withdrawal from the contract. The price change cannot be higher than the actual increase in the price elements.
6. The Buyer is obliged to pay the price of the goods to the Seller's bank account within the time indicated on the invoice. In case of doubt, the payment term is 14 days from the date of issuing the VAT invoice. The date of payment shall be the date on which the amount due is credited to the Seller's bank account.
7. The Seller shall have the right to require the Buyer to make an advance payment, deposit or prepayment payment on account of the ordered goods or to present a payment security, e.g. a bank or insurance guarantee.
8. In the event of delays in payment, regardless of the delivery schedule agreed with the Buyer, the Seller shall have the right to suspend further deliveries to the Buyer. The Buyer shall not be entitled to any claims against the Seller for damages arising as a result of exercising this right by the Seller.
9. In case of delay in payment by the Buyer, the Seller shall have the right to charge default interest at the statutory rate.
10. The Seller shall be entitled to transfer receivables due to the Buyer to a third party, without the consent of the Buyer.
11. The Buyer shall be obliged to promptly, in writing under pain of nullity, notify the Seller of any change in its registered office, business name, legal form conducted business activity and the address for delivery of correspondence. Failure to give notice shall result in delivery made by Seller in accordance with the most recently received data from Buyer being deemed correct and effective.
12. Any objections, comments or complaints made by the Buyer and their consideration shall not suspend the payment period.

IV. OWNERSHIP

1. The Seller retains ownership of the subject of the order until the price is paid in full by the Buyer. In the event of combining or mixing up the items, the Seller and the Buyer become joint owners of the whole. The application of the provision of Article 193§2 of the Civil Code is excluded. Unless otherwise specified in writing, the risk of loss or damage to the goods passes from the Seller to the Buyer upon the release of the goods to the Buyer, and in the case of entrusting the goods to the carrier/forwarder, upon delivery of the goods to the carrier/forwarder, regardless of who bears the costs of transport. If the Incoterms (specified in the order confirmation, offer or contract) are applied, the risk is transferred to the Buyer on the terms specified in the given delivery terms, in accordance with the latest version of Incoterms published by ICC.



V. DELIVERY, COLLECTION AND RETURN OF GOODS

1. The delivery date is the date indicated in the order confirmation.
2. The delivery date is met if, by its expiry, the subject of the order has left the Seller's warehouse, or when the Buyer has been informed about the readiness to ship the goods or its collection from the Seller's warehouse. The Buyer may not refuse partial deliveries if it results from the characteristics of the subject of the order.
3. Delivery of goods can be made by Seller's or Buyer's transport. If the Buyer has not indicated the means of transportation, the Seller decides on its choice.
4. Seller may deliver goods to the Buyer to the address specified in the order, using the services of transport companies for this purpose.
5. The costs of delivery of goods to the address specified in the order shall be borne by the Buyer.
6. Buyer is responsible for unloading the goods immediately. The Buyer shall bear the costs of unreasonable waiting for the unloading of the goods.
7. If the goods are delivered by the Seller to the place indicated in the order, the Buyer is responsible for arranging proper access for vehicles transporting the goods to the indicated place of unloading. Upon delivery of the goods, the Buyer is obliged to check the quality of the goods delivered to it.
8. In the event of cancellation, revocation or withdrawal of an order, the Buyer shall pay all costs that Seller has incurred in connection with Buyer's cancellation, revocation or withdrawal of the order.
9. Upon receipt of goods by the Buyer's own transport, the Buyer shall be obliged to verify the goods and to perform its quantitative and qualitative inspection as well as to report any defects before leaving the Seller's plant/warehouse.
10. The person collecting the goods on behalf of the Buyer is obliged to confirm receipt of the goods on the delivery note and submit authorisation to collect the goods, unless such authorisation has already been submitted. In case of doubts as to the content of the authorization, it is assumed that it includes the authorization to verify the goods and to perform its quantitative and qualitative acceptance, as well as to report any possible defects.
11. In the case of sales outside Polish borders, the Buyer is obliged to provide the required documents confirming that the goods have been delivered to the destination under pain of charging the amount of VAT by the Seller
12. Return of goods can be made only on the basis of prior arrangements and after approval of the Seller expressed in writing under pain of invalidity. Return of goods applies only to goods in brand new undamaged packaging. The Seller will repurchase the returned goods from the Buyer at the selling price, and the Buyer will be charged for handling and transportation costs.
13. Goods can be returned up to 1 month from the date of delivery.

V. QUALITY, COMPLIANCE WITH SPECIFICATIONS

1. The Buyer is responsible for ensuring that the specifications, quality and quantity of the goods given to the Seller correspond to the Buyer's needs.
2. All technical information concerning the goods, dimensions, conversions, sizes, dimensional and weight tolerances and quality, resulting from catalogs, brochures and other advertising materials presented by the Seller are approximate data and are valid only insofar as they are accepted by both parties in the contract or order confirmation.
3. Current European and national standards apply to the delivery of the Goods. If the order does not specify any special parameters of the product and does not clearly define its purpose, the goods will be delivered as ordinary commercial goods conforming to accepted standards.
4. The Seller is obliged to deliver the goods in accordance with the Buyer's order and is not responsible



for their further use. The Seller's advice does not relieve the Buyer from the obligation to check the Goods supplied by the Seller for suitability for the anticipated processing and applications. The Buyer undertakes to use and process the Goods solely at its own risk.

5. The Seller shall provide the Buyer with applicable approvals and certificates for the goods, if the requirement is indicated in the order. The Seller is responsible for ensuring that the documents presented are for the batch of material delivered.

VI. GUARANTEE OF QUALITY

1. Upon delivery of the goods, the Buyer is obliged to check the quality and quantity of the goods delivered to it.
2. The Seller shall not accept objections relating to defects, shortages or non-conformity of the Goods with the order if they could be detected as a result of normal visual inspection, and such inspection was not carried out by the Buyer.
3. Detailed terms of the quality guarantee are set out in the guarantee document.
4. The quality guarantee is given for the period specified in a separate guarantee document, counting from the date of delivery of goods to the Buyer.
5. The guarantee is provided upon full and timely payment for the goods sold.
6. Goods processed by Buyer in any way are not subject to the quality guarantee.
7. The Seller is not responsible for defects in goods that are the result of improper storage or use.
8. Exercising the Buyer's rights under the guarantee, in particular repair of the goods or replacement of the goods with new ones free from defects by the Seller, does not result in a new start of the guarantee period.
9. As a result of the quality guarantee, the Seller is relieved of any liability under the warranty.

VI. FINAL PROVISIONS

1. Changes to the provisions of the contract made orally shall be ineffective.
2. Legal relations with the Buyer shall be governed by Polish law. The place of performance of all obligations hereunder shall be the registered office of the Seller.
3. The assignment of rights by the Buyer to third parties resulting from the concluded contract or order requires the consent of the Seller expressed in writing, under pain of nullity. .
4. If some provisions of the GTC are invalid as a result of introducing different statutory regulations, the remaining provisions shall not lose their validity.
5. The Seller is not responsible for partial or complete non-performance of the order as a result of unforeseen failures of the basic production units and as a result of force majeure.
6. Force majeure shall be understood as extraordinary circumstances caused by natural forces or such events as strikes, unrest, wars, catastrophes, roadblocks and road accidents, interruption of power or raw material supply, etc. and resulting in consequences beyond the control of the parties.
7. The language applicable to these GTC is Polish. The Seller may translate these GTC into English or another foreign language. In the case of any discrepancies between the Polish and English language version or possible translation of GTC into another language, the Polish language version shall prevail for the interpretation of the provisions of these GTC, which is binding in this scope.
8. Any disputes arising out of transactions concluded by the Seller in respect of supply of goods and sale of services shall be submitted by the Parties to the resolution of the common court with jurisdiction over the registered office of the Seller (exclusive venue of the Court).

SEBAN Sp. z o.o.
Nowa Ziemia 8
59-540 Świerzawa
NIP 897-179-84-30 REGON 022388464


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Prezes Zarządu