

General Terms and Conditions of Sale

§ 1 GENERAL PROVISIONS

1. The present General Terms and Conditions of sale shall apply to all agreements by virtue of which the Buyer purchases products from the Manufacturer. The presented conditions shall be binding for each sale agreement in which the Manufacturer appears on the Seller's side, regardless of the mode of conclusion of the agreement. The present General Terms and Conditions of Sale shall also constitute the basis for the assessment of the content and of the legal effects of the declarations made in the offer and in the offer acceptance as well as in the Parties' other declarations related to concluding and performing the agreement.
2. The wording used in the present General Terms and Conditions of Sale shall mean the following:
 - 1) "Manufacturer" shall be FIAB Spółka z ograniczoną odpowiedzialnością Spółka komandytowa [Limited Liability Company Limited Partnership] with its registered office in Pietrzykowice, ul. Fabryczna 20 D Pietrzykowice, 55-080 Kąty Wrocławskie, entered in the National Court Register - Register of Entrepreneurs under the National Court Register no. KRS 0000357875; NIP [Tax Identification Number]: 8942999829, REGON [National Business Registry Number]: 021278590.
 - 2) "Buyer" shall mean any legal entity that the offer is addressed to or the counterparty to the agreement. The Buyer shall be the legal entity whom the product is intended for and not its agent, plenipotentiary, representative, or body. If, however, the person concluding or accepting the agreement fails to disclose that they are acting on behalf of another entity or the authorisation to act on behalf of another entity never existed or was ineffective, the person who concludes the Agreement shall be the Buyer.
 - 3) The "Parties" shall be the Manufacturer and the Buyer.
 - 4) "Product" shall mean the equipment or accessories specified in the offer. If conclusion of the agreement had not been preceded by an offer or there are discrepancies between the offer and the content of the agreement, the "Product" shall mean the equipment and accessories specified in the offer. Depending on

the context, the word "product" shall also pertain to each part of the original product as well as a spare part mentioned in the offer or in the agreement. The product shall also mean the equipment or accessories manufactured by the Manufacturer as well as those manufactured by third parties if the Manufacturer offers them for sale.

5) "Offer" shall mean the Manufacturer's declaration addressed to the Buyer and containing the pricing along with the technical specification of the product.

6) "Offer Acceptance" shall mean the Buyer's declaration regarding the acceptance of the offer.

7) "Sale Agreement" or "Agreement" shall mean the final settlement between the Manufacturer and the Buyer pertaining to the Buyer's purchase of a product from the Manufacturer.

8) "Change in Market Conditions" shall mean the currency exchange rate fluctuation exceeding 2% of the currency exchange rate adopted for calculating the price of the product in the offer and, moreover, independent of the Manufacturer and impossible to be reasonably predicted: increased costs of labour, increased prices of raw materials, parts, or components used in the product manufacturing process, increased costs of transport, as well as taxes and other fees;

9) "Notice of Manufacturing of the Product" or "Notice of Readiness for Shipment of the Product" shall mean the Manufacturer's declaration addressed to the Buyer, submitted in any admissible form, informing of the fact of product manufacturing process completion or of the possibility of shipping of the product. Each time the General Terms and Conditions mention the Notice of Manufacturing of the Product, the Notice of Readiness for Shipment of the Product may also play this role.

10) "Release of the Product to the Carrier" shall mean releasing the product by the Manufacturer to the carrier or forwarder acting to the Buyer's commission or, when organisation of the delivery rests with the Manufacturer, releasing the product to the carrier or forwarder with the view of delivering it to the location indicated by the Buyer.

11) "Organising Delivery" shall mean the set of activities related to the transport of the product preceding its being released to the carrier; in particular they shall

include: selection of the carrier or the forwarder; conclusion of the shipping or forwarding agreement; payment of preliminary shipment-related fees, and others.

12) "Confidential Data" shall mean all the information related to the Manufacturer's business operations and plans which the Buyer has acquired and which the Manufacturer grants no general access to. The confidential data shall in particular extend to the information regarding the structure and manner of manufacturing of the product and of other goods manufactured by the Manufacturer, as well as other information of technical, economic, financial, accounting, commercial, legal, tax, or HR character.

13) "General Terms and Conditions" – the present General Terms and Conditions of Sale.

3. The General Terms and Conditions shall apply exclusively to the relations with entities conducting business whereas they shall not pertain to agreements concluded by the Manufacturer with consumers or to other declarations made by the Manufacturer towards consumers.
4. The conditions following from the present General Terms and Conditions of Sale can be specified otherwise in the agreement or in the annex to the agreement or another settlement concluded in a documented form, whereby different regulation of individual issues arising from the General Terms and Conditions shall be without prejudice to the binding force of the remaining provisions of the General Terms and Conditions.
5. The conditions following from the General Terms and Conditions and pertaining to the contents or effects of the offer or of the offer acceptance may be differently regulated in the contents of the offer or in another declaration submitted by the Manufacturer in the form required for the offer (to be valid) - whereby different regulation of individual issues following from the General Terms and Conditions shall be without prejudice to the binding force of the remaining provisions of the General Terms and Conditions.
6. In the event there are discrepancies between the content of the agreement and the content of the offer or other declarations preceding the conclusion of the Agreement, the contents of the Agreement shall provide the exclusive basis for

the assessment of the legal effects the Parties are bound by, including the scope of application of the General Terms and Conditions.

7. Acceptance of the offer referring to the General Terms and Conditions shall be considered an approval of the General Terms and Conditions.
8. Lack of the Buyer's express objections towards the contents of the General Terms and Conditions shall be deemed the Buyer's approval of the entirety of the General Terms and Conditions.
9. The up-to-date contents of the General Terms and Conditions is made available on the Manufacturer's website, whereby insofar as the Parties did not provide otherwise in a documented form, the version of the General Terms and Conditions that was up-to-date at the moment of conclusion of the Agreement shall be considered as binding.
10. The subject of the agreement and of the offer shall each time be a ready product, even if at the moment of the conclusion of the agreement it requires to be manufactured. The Buyer holds no authorisation to interfere with the Manufacturer's technological process, this includes the lack of authorisation to give the Manufacturer any instructions as to the process of production.
11. The titles of individual sections of the General Terms and Conditions are exclusively indicative and they shall have no impact on interpretation of the General Terms and Conditions.

§ 2. AGREEMENT CONCLUSION PROCEDURE

1. Insofar as the contents of the Agreement do not provide otherwise, the offer shall not constitute the declaration of will the acceptance of which results in the conclusion of the agreement; it shall only specify the conditions under which the Manufacturer is prepared to enter into agreement.
2. The offer shall be solely and exclusively the declaration addressed individually to a specific Buyer. Any announcements, publications, or other information without a specific addressee shall not constitute an offer.
3. Any product-related information and data made available in e-form or in any other form, including Manufacturer's declarations, declarations of persons acting

on the Manufacturer's behalf, or other persons, shall be binding only when they are expressly included in the agreement or expressed in the offer.

4. The offer shall not have to bear the Manufacturer's signature and it can be made in any form which allows to record it in writing. In particular, the offer may be made in the form of written or electronic documents. The offer presented in a different form shall not be binding and shall not bear the remaining effects which the General Terms and Conditions associate with the offer. The offer may be expressed in any language.
5. Insofar as the contents of the agreement do not provide otherwise, the offer is a limited-time offer while its validity shall be 3 months.
6. The period of the offer's validity shall be the period during which the Buyer shall submit an offer acceptance declaration. Unless otherwise stipulated in the offer, the offer acceptance may be submitted only once in relation to one and the same offer.
7. Insofar as the contents of the offer do not provide otherwise, the offer acceptance shall not result in the conclusion of the agreement, but it shall place the Parties under the obligation to conclude an Agreement on the conditions following from the offer.
8. Accepting the offer with reservations shall not mean offer acceptance and shall place any of the Parties under no obligation to conclude an Agreement, but it shall only constitute a proposal, addressed to the Manufacturer, of changes to the conditions specified in the offer. In the event the offer is accepted with reservations, the Manufacturer shall not be obligated to modify the content of offer.
9. The offer acceptance does not have to bear the Buyer's signature and it can be made in any form which allows to record the contents of the declaration in writing. In particular, the offer may be made in the form of written or electronic documents.
10. The offer acceptance should be expressed in the same language in which the offer was made. If the offer acceptance is expressed in the language different than the language of the offer, the Manufacturer shall have the right to find that the offer has not been accepted.

11. In the event the agreement is not concluded within 30 days as of the date on which the Manufacturer received the Buyer's declaration on the offer acceptance, the Producer's obligation to conclude the agreement shall expire. The Manufacturer shall be also released from the obligation to conclude the agreement if after the offer had been made, a change of market conditions occurred.
12. The Agreement shall be effective if it is concluded in a documented form unless the contents of the offer provide otherwise. The Agreement can be expressed in any language agreed upon between the Parties. In the event the agreement is drawn up in several language versions, the Polish or English versions, or both of them as equivalent, shall prevail. If there is no Polish or English version, all language versions of the agreement shall be equivalent.
13. The lack of Manufacturer's response to the proposal for concluding an agreement made by the Buyer or to the Buyer's reservations towards the contents of the offer shall not be equivalent with expressing the consent to conclude the agreement on conditions specified by the Buyer. The principle shall also hold for Manufacturer's permanent business partners.

§ 3 PRICE

1. The price of the product shall be specified in the agreement.
2. Insofar as not otherwise provided in the contents of the Agreement, the price set is a net price. The price shall be increased by any taxes, customs duties, and other fees related to the fact of conclusion and performance of the agreement unless the duty to meet them shall rest directly with the Buyer. Any required taxes and remaining fees shall be itemised in invoices or in other settlement documents issued by the Manufacturer in compliance with the legal provisions applicable in this scope. The price shall not be increased by income taxes and other taxes the obligation to pay which is not directly related to the fact of conclusion and performance of the agreement, but to the Manufacturer's general financial standing.
3. Insofar as the contents of the Agreement do not provide otherwise, the price set shall be expressed in compliance with the "Ex Works (EXW) Pietrzykowice,

Poland” (Incoterms 2010) rule which means that the price shall not cover the costs of insurance, packaging, delivery, loading and unloading, customs duties, export and import fees, applicable taxes, and other similar charges, and that organising delivery of the product shall entirely rest with the Buyer.

4. If the Agreement determines that the Buyer shall pay the Manufacturer a specific amount on the grounds of the product delivery, the delivery shall be carried out also in compliance with the "Ex Works (EXW) Pietrzykowice, Poland” (Incoterms 2010) rules, whereby the Manufacturer shall be responsible for the very organisation of the delivery. In such a case, the amount paid the Manufacturer by the Buyer on the grounds of product delivery shall be used to remunerate the Manufacturer for organising the delivery and to reimburse the Manufacturer for the costs related to the organisation of the delivery. The provisions of the present point shall also apply in the case when the Agreement specifies that the product price includes its delivery.
5. In compliance with the "Ex Works (EXW) Pietrzykowice, Poland” (Incoterms 2010) rules, the risk of accidental loss of or damage to the object shall be transferred onto the Buyer at the moment the product is released to the carrier, which means that releasing the product to the carrier shall be deemed as releasing the product to the Buyer.
6. Provisions of the General Terms and Conditions pertaining to the organisation of delivery by the Manufacturer shall pertain solely to those situations when the organisation of delivery rests with the Manufacturer.
7. Insofar as the agreement does not stipulate otherwise, the price shall not cover the installation of the product, training of its future users, support and maintenance repairs, and other similar services. Provision of the above-mentioned services can be subject to a separate agreement between the Buyer and the Manufacturer or an authorised external company.
8. If in keeping with the agreement, the Manufacturer's obligations extend to installation as well while the agreement does not provide otherwise, the costs of travel and accommodation of the persons performing on the Manufacturer's behalf the first installation and first training of the personnel intended to operate the product at the Buyer ('s facility) shall be charged to the Manufacturer. The

principle above shall not apply to other services provided by the Manufacturer, in particular, to support and maintenance services, including warranty services.

9. Until the moment of releasing the product to the carrier, the Manufacturer shall be authorised to increase the price in a manner binding for the Parties in the event of the change in market conditions, however by no more than 5%. In the situation when the change in market conditions would have this result that the costs related to manufacturing of the product or to other services included in the price would increase by more than 5% of the price, the Manufacturer shall be entitled to withdraw from the agreement, whereby the notice on withdrawal from the agreement must not be submitted later than three years as of the date on which the agreement was concluded.
10. The price determined in the Agreement sets the upper limit of the Manufacturer's indemnity towards the Buyer on the grounds of non-performance or improper performance of the obligation arising from the Agreement.
11. The provisions of the present section shall apply to the prices expressed in the offer, respectively.

§ 4 PAYMENT CONDITIONS

1. The price shall be paid in the currency in which it is expressed in the agreement. Any payments due to the Manufacturer from the Buyer, including the price, shall be settled by a bank transfer to the bank account indicated by the Manufacturer.
2. Insofar as the agreement does not provide otherwise, the price shall be paid in the following instalments:
 - a. The first instalment (downpayment) – 40% (forty percent) of the price within seven days as of the conclusion of the agreement;
 - b. The second instalment – 60% (sixty percent) of the price within seven days as of the receipt by the Buyer of the Manufacturer's Notice of Manufacturing of the Product.
3. The payment of the first instalment of the price (downpayment) shall constitute the condition for the Manufacturer to launch the product production process or to purchase it from a third party. The payment of the second instalment shall constitute the condition for releasing the product to the carrier or for organising

the delivery. This shall also pertain to the situation when the agreement stipulates the payment schedule other than the one laid down in § 4.3, with this reservation that if prior to the releasing of the product to the carrier or organising the delivery, more than two instalments for the Manufacturer become due, then settlement of all the instalments due prior to all these activities shall be the condition for releasing the product or for organising the delivery.

4. If the agreement stipulates that any part of the price becomes mature upon completion of the installation, then the part of the price due upon completion of the installation shall be paid within 5 days as of the signing of the post-installation product commissioning protocol.
5. The product shall remain the Manufacturer's property until the entire price has been settled.
6. Any bank transfer charges shall be borne by the Buyer. The payment is deemed as effective only when it fully clears in the Manufacturer's bank account.
7. In the event of a delay of the payments due to the Manufacturer, the Manufacturer shall be entitled to collect from the Buyer interest rates on each unpaid amount in the amount of 1.5% (one and a half percent) monthly. The interest rates shall be calculated proportionally to the number of days in the delay of the payment.
8. Interest rates as well as the remaining payments, other than the price, due to the Manufacturer from the Buyer shall be payable by the seventh day as of the date of fulfilment of the conditions which the emergence of the obligation to settle the payments depends on.
9. In the event of delay in settling the payments for the Manufacturer, the Manufacturer shall have the right to withdraw from the agreement without the need to set an extra deadline for the payment, which constitutes the case of withdrawal from the agreement due to the reasons which the Buyer shall be held liable for. The withdrawal from the agreement may not, however, take place later than three years as of the conclusion of the agreement.
10. The Buyer shall be responsible for the timely payment of the amounts due to the Manufacturer also when the delay in payment is connected to the delayed payments due to the Buyer from third parties as well as to the difficulties in

obtaining external financial support from banks, crediting institutions, subsidising institutions, or other similar entities.

11. If any of the payments due to the Manufacturer from the Buyer were to be settled prior to the completion of the product production process and the settlement thereof was not the condition for the commencing the product production process, in the event the Buyer delays the payment, the Manufacturer shall have the right to withhold the product production process - until the outstanding payment is received.
12. If any payments due to the Manufacturer from the Buyer were to be settled prior to releasing the product to the carrier and the settlement thereof was not the precondition for releasing the product to the carrier, in the case the Buyer is in arrears regarding such a payment, the Manufacturer shall have the right to withhold the release of the product to the carrier or to withhold the organisation of delivery until the outstanding payment is received.
13. If any payments due to the Manufacturer from the Buyer were to be settled prior to the performance by the Manufacturer of other services specified in the agreement, including installation and training, in the case the Buyer is in arrears regarding payments, the Manufacturer shall have the right to withhold the performance of the service until the outstanding payment is received.
14. Regardless of the provisions above, the Manufacturer shall be entitled engage in any legal measures related to the recovery of amounts due. In such a case, the Buyer shall be obligated to reimburse the Manufacturer for any costs of the legal measures related to the Manufacturer's recovery of the amounts due.
15. If any payments due to the Manufacturer from the Buyer remain outstanding and the product has already been released to the Buyer and the Buyer detects product defects, the Buyer shall be entitled to withhold the settlement of unpaid amounts due to the Manufacturer solely when the defect type is covered by the warranty and it is impossible to be removed within the warranty, also by the replacement of the product.
16. If any payments due to the Manufacturer from the Buyer remain outstanding and the product has already been released to the Buyer, the Manufacturer shall be entitled to deactivate the product if the delay in payment exceeds 15 days. The Buyer shall not be entitled to any claims on the grounds of such a deactivation,

nor any other rights towards the Manufacturer. The product shall be re-launched in operation within 24 hours as of the receipt by the Manufacturer of all the outstanding payments.

17. If, despite the product ownership reservation until the price is paid or due to the contractual exclusion of such a reservation, the Buyer who has not paid the Manufacturer the entire price due disposes of the product to a third party, the claim for the payment of the price from such a transaction shall be transferred onto the Manufacturer - up to the amount of the outstanding price due to the Manufacturer along with the interest rates.
18. The Buyer to whom the product was released despite not having paid the entire price shall be obligated to insure the product from the risk of theft, damage, or destruction. Until the entire price due to the Manufacturer has been paid, claims for the payment of damages due from such an insurance shall be transferred onto the Manufacturer - up to the amount of the outstanding price along with the interest rates.

§ 5 PRODUCT DELIVERY

1. If it does not follow from the agreement that the Manufacturer is responsible for organising the delivery, the Buyer shall be obligated to organise the delivery in such a manner so that the product is released to the carrier not later than 14 days as of the date on which the Manufacturer notified the Buyer that the product was manufactured. In the event the Buyer fails to meet this obligation, the Buyer shall be obligated to pay the Manufacturer a contractual compensation for product storage counting as of the 15th day lapsing after the date on which the Buyer was notified that the product was manufactured. Paying the Manufacturer the compensation for product storage shall be a precondition for releasing the product to the carrier.
2. If, in keeping with the agreement, it is the Manufacturer who shall organise the delivery, the Buyer shall be obligated to notify the Manufacturer of the detailed location for the product delivery and any circumstances possible to impact the correct course of delivery - within 14 days as of the payment of the first

instalment (downpayment), however, not later than 14 days as of the date on which the Manufacturer dispatched the call.

3. If, in keeping with the agreement, it is the Manufacturer who shall organise the delivery, the Buyer shall be obligated to notify the Manufacturer of their readiness to receive the product - not later than on the 7th day as of the date on which the Manufacturer notified the Buyer that the product was manufactured - and of their readiness to collect the product.
4. In the event the Buyer fails to deliver the obligations specified in two preceding points, the Manufacturer shall have the right to withhold the organisation of the delivery or the release of the product to the carrier until the delivery of those obligations.
5. If, in keeping with the agreement, the Manufacturer is responsible for the product delivery and it is impossible to deliver the product to the location indicated by the Buyer due to the lack of persons authorised to receive the product or due to the refusal to collect the product, the Buyer shall be obligated to cover the costs of the failed delivery, pay for the repeated delivery, and pay the contractual compensation for product storage counting as of the date of notification that the product was manufactured. Settling the payments above shall be the precondition for the repeated delivery of the product to the Buyer.
6. The contractual compensation for product storage shall also be collected each time when the Buyer is entitled to withhold the organisation of delivery or release of the product to the carrier. In such a case, the compensation shall be collected as of the first day of withholding the above-given operations.
7. Withholding the organisation of the delivery, including the release of the product to the carrier and the repeated product delivery, shall be deemed as legitimate in the situation when the Manufacturer does not perform these operations due to the non-emergence of the circumstances constituting the condition for organising the delivery, releasing the product to the carrier, or performing the repeated delivery. In such a case, the first day following the date on which the conditions were to have been fulfilled shall be deemed the first day of withholding the operations given above.
8. The contractual compensation for product storage shall be a lump sum rate of EUR 25 per each storage day commenced.

9. In the event of the legitimate withholding by the Manufacturer of the release of the product to the carrier or withholding the repeated delivery for more than 30 days, the Manufacturer shall be entitled to withdraw from the agreement, however, not later than within three years as of the conclusion of the agreement. Withdrawal from the agreement in such a case shall be deemed the withdrawal from the agreement due to the causes for which the Buyer shall be held responsible.

§ 6 INSTALLATION

1. If, in keeping with the agreement, the product is to be installed by the Manufacturer, within 30 days as of receiving the first instalment, the Manufacturer shall specify the technical requirements which the product installation site must comply with.
2. The Buyer shall be obligated to ensure that all the technical requirements of the installation site specified by the Manufacturer are complied with and to notify the Manufacturer of the readiness for installation - not later than 7 days as of notification of the Buyer that the product was manufactured.
3. In the event, the Buyer fails to notify of the readiness for installation within the time frames given above, the Manufacturer shall have the right to withhold the organisation of delivery or the release of the product to the carrier or the installation operations until the Buyer submits such a notification.
4. The completion of the installation shall be ascertained by means of the post-installation product commissioning protocol.
5. The Manufacturer shall be entitled to draw up a unilateral post-installation product commissioning protocol if the Buyer, without a legitimate reason, refuses to sign the post-installation product commissioning protocol or prevents the completion of the installation. The unilateral post-installation product commissioning protocol shall have the same effects as the protocol drawn up between the Manufacturer and the Buyer.
6. In the event when installation did not take place due to the non-compliance of the installation site with the technical specifications specified by the Manufacturer, the Buyer shall be obligated to cover all the costs the Manufacturer incurred in

relation to the failed installation and to pay for the repeated installation; if the Manufacturer has to put the product in storage, the Buyer shall also have to pay the contractual compensation for product storage counting as of the date of notification that the product was manufactured. Settlement of the fees above shall be the pre-condition for the repeated product installation attempt.

7. In the event when due to the non-compliance of the installation site with the technical specifications specified by the Manufacturer or the lack of notification regarding the fulfilment of such requirements the installation fails to take place for the period exceeding 30 days, the Manufacturer shall have the right to withdraw from the agreement in the part pertaining to installation, however, not later than three years as of the conclusion of the agreement. Withdrawal from the agreement in such a case shall be deemed the withdrawal from the agreement due to the causes for which the Buyer shall be held responsible.

§ 7 WARRANTY

1. The Manufacturer shall be liable for defects of the products within the frames of the warranty.
2. The Warranty grants the right to receive the following warranty services from the Manufacturer:
 - a. Repairing the product by the Manufacturer;
 - b. Replacing faulty product parts for fault-free ones - if repairing the product is not possible;
 - c. Replacing the entire product – if repairing the product or replacing its parts is not possible.
3. The costs of travel to the product installation location and of accommodation for the personnel performing the warranty services shall be borne by the Buyer. Payment of these costs shall be the pre-condition for the performance of the warranty services.
4. The costs of delivery, including customs duties, of the replacement parts for faulty parts of the product or of the entire product to the Buyer shall be charged

to the Buyer. Payment of these costs shall be the pre-condition for the replacement [of the faulty parts].

5. The Warranty shall cover only faults and defects existing on the date of transfer onto the Buyer of the risk of accidental damage or loss of the product following from the reasons existing on the date of transfer of this risk onto the Buyer. In particular, the warranty shall not cover:
 - a) post-warranty checks and their costs;
 - b) second-hand products;
 - c) product defects not reported by the Buyer within 14 days as of their detection during the warranty period;
 - d) damage and harm due to the causes independent of the Manufacturer, in particular emergent due to the inappropriate use of the product, mechanical damage and effects thereof, inappropriate conditions on the site where the product is used (e.g. dust and dirt, inappropriate temperature and humidity on the site where the product is used), the use of non-original exploitation material, defects due to external causes (e.g. flooding, fire, excessive voltage);
 - e) defects of the product subject to repairs or modifications performed by parties other than the Manufacturer or its authorised representative;
 - f) defects of the product with hidden, covered, or removed rating plate or serial number;
 - g) defects emergent in transport, unloading or due to other conditions beyond the Manufacturer's responsibility;
 - h) deactivation of the product due to the delay in payment for the Manufacturer, including the consequences of such a deactivation;
 - i) application in the process of product operation or exploitation of materials or raw materials not intended for the given product type and able to interfere with the correct operation of the product;
 - j) wear-and-tear of exploitation materials or parts with rapid wear-and-tear properties, i.e. such whose life-span due to their character depends on the intensity of exploitation (e.g. melinex, Teflon, ground foot kit, filters).
6. Also the product's inoperability resulting from its incorrect installation, insofar as the installation was performed by the Manufacturer, shall be deemed the defect covered by the warranty.

7. The warranty shall grant no right to demand the delivery of the actions stipulated in the user manual which are to be performed by the product user in their own capacity and at their own expense as well as activities falling within the regular exploitation maintenance, e.g. cleaning, maintenance, regulation, and parameter setting.
8. The product warranty granted by the Manufacturer shall cover the period of one year (365 days) or two thousand (2,000) working hours, whichever occurs first. The warranty period is counted as of the date of the transfer onto the Buyer of the risk of an accidental damage or loss of the product and if the Manufacturer is obligated to carry out the installation of the product - as of the date on which the installation is completed.
9. The warranty guarantees that the delivered product is free from defects in material and workmanship that may appear during the use of the product compliant with the user manual supplied by the Manufacturer along with the product.
10. Any failures and defects detected during the warranty period shall be reported within 14 (fourteen) days as of the emergence of the problem to the Manufacturers Support and Maintenance Services Department: Pietrzykowice, ul. Fabryczna 20 D, 55-080 Kąty Wrocławskie or service@FIABmachines.com. failing to report the defects within the period above shall result in the loss of the warranty rights.
11. In connection to the granting of the warranty, the Manufacturer's liability on the grounds of suretyship shall be excluded.
12. Manufacturer's liability for damages for the non-performance or improper performance of the obligation shall not be extended to lost profits or to the losses in materials used in the course of the production process by the Buyer and shall be limited exclusively to damages resulting from the Manufacturer's intentional fault or glaring negligence.
13. Provision by the Manufacturer of the support and maintenance services, including the details of provision of warranty services by the Manufacturer, shall be the subject of the General Terms and Conditions for Provision of Support and Maintenance Services.

14. The warranty, compliant with the Terms and Conditions above, can be extended by further two (2) years. The warranty extension fee shall be EUR six thousand and six hundred (6,600) per one (1) year of warranty. The amount shall be paid on the date on which the payment of the last price instalment is due.
15. The scope of the warranty in the extended warranty period, including the exclusions from the warranty, shall be identical with the scope from the first warranty period unless before the warranty is extended and the Buyer pays the price on those grounds, the Manufacturer specifies additional exclusions from the warranty applicable during the extended warranty period.

§ 8 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. Confidential data and intellectual property are subject to the protection following the General Terms and Conditions regardless of the protection following directly from the provisions of the law.
2. All items of intellectual property, including trademarks, trade names, logos, special characters, patterns and designs, information on product structural and manufacturing principles, as well as other goods manufactured by the Manufacturer constitute the Manufacturer's exclusive property. The Buyer shall be obligated to respect the Manufacturer's intellectual property which means that the Buyer may not copy, transfer, alter, resell, lease, lend under a licence, and use in any other commercial manner Manufacturer's intellectual property items or present the Buyer as a co-creator thereof or to claim any rights thereto. This shall not apply to the information and materials made commonly available by the Manufacturer for advertising or informational purposes.
3. The Buyer may not remove and alter the markings asserting the Manufacturer's rights to intellectual property.
4. The Buyer shall be obligated to keep all obtained confidential data secret. In particular, the Buyer shall be obligated not to disclose the confidential data and not to use the confidential data for purposes other than the performance of the agreement or normal use of the product.

5. The obligation to maintain the confidentiality of sensitive data shall continue for the period of ten (10) years as of the conclusion of the contract, and if no agreement was concluded, for the period of 10 years as of the offer acceptance.
6. For violation of the obligation to respect the Manufacturer's intellectual property or to maintain the confidentiality of sensitive data, the Buyer shall pay the Manufacturer a contractual penalty of EUR 20,000 for each case of such a violation.
7. If the Buyer handed any intellectual property item over to the Manufacturer declaring that the Buyer holds the intellectual property rights to this item, the Buyer shall be responsible for the Manufacturer's actions or omissions engaged in in trust in the declaration. In particular, the Buyer shall release the Manufacturer from any claims possible to be raised by any third parties holding that their intellectual property rights have been violated.

§ 9 FORM OF DECLARATIONS AND COMMUNICATION

1. Whenever the present General Terms and Conditions speak of a documented form, it shall be understood as such a form in which the content of the declaration was recorded in writing (regardless of the language used) and it was certified by, at least, by means of a model signature of the representative of the party submitting a declaration. In particular, a fax or a scan of the document signed by the party making the declaration shall be deemed a documented form.
2. Whenever the General Terms and Conditions stipulate the requirement to adhere to the documented form, this form shall be adhered to under the pain of invalidity. This shall in particular pertain to the form required for the conclusion of the agreement.
3. To conclude an agreement in a documented form, the exchange of the declarations of will submitted in this form by each of the parties and expressing the content of the text of the agreement shall suffice. In the case of discrepancies between the dates on which the Manufacturer or the Buyer made their declarations, the later date shall determine the date of conclusion of the agreement.

4. The documented form shall be required also to change the agreement and to submit a declaration on the withdrawal from the agreement.
5. The requirement of adhering to the documented form to conclude or to amend an agreement shall not apply in the situations when the very acceptance of the offer is to bear the same results as the conclusion of the agreement.
6. Any correspondence in connection with the present Agreement shall be dispatched to the Parties to the address provided in the agreement or to the e-mail address indicated by the party.
7. The Parties shall notify each other of the change of address in a documented form. If the Party fails to comply with this obligation, the correspondence dispatched by registered mail or by courier service to the Party's last known address shall be deemed as delivered.

§ 10 FINAL PROVISIONS

1. If any of the provisions of the Agreement or of the General Terms and Conditions prove invalid, this shall not result in the invalidity of the entire agreement or of the entire General Terms and Conditions. The Parties shall do their utmost to replace the invalid provisions with the valid ones until the date of such a replacement, the invalid provisions shall be interpreted in order to keep them in force with possibly the closest legal effects.
2. The Agreement, the General Terms and Conditions, the offer, and the offer acceptance as well as the results thereof shall be governed by the Polish law with the exclusion of the UN Convention of 11 April 1980 on Contracts for the International Sale of Goods drawn up in Vienna on 11 April 1980.
3. The effects of submission by any of the parties of a declaration on the withdrawal from the agreement and other declarations in connection with the agreement shall be evaluated according to the provisions of the law applicable to agreement and specified in the content of the General Terms and Conditions or of the agreement.
4. In the case of withdrawal from the Agreement for the reasons that the Buyer is held responsible for, the Manufacturer shall have the right to keep the price (or a part thereof) received prior to the withdrawal from the agreement as a

compensation for the withdrawal from the agreement. On the same grounds, in the case of withdrawal from the agreement for the reasons that the Buyer is held responsible for, the Manufacturer shall have the right to demand the Buyer to pay the outstanding parts of the price.

5. The contractual penalties or contractual compensation provided for in the General terms and Conditions shall not exclude the possibility of pursuing supplementary damages if the incurred damage was higher.
6. The Buyer consents to the Manufacturer the use of the Buyer's company logo in its promotional, advertising, or informational materials and in the business correspondence.
7. Any disputes arising against the General Terms and Conditions, the Agreement, the Offer, or the Offer Acceptance shall be subject to jurisdiction of Polish courts. The courts competent for the Manufacturer's office shall be the courts competent to settle the disputes.

The General Terms and Conditions constitute Attachment no. dated

..... -

/the signature of the Buyer's representative / / date/

..... -

/the signature of the Manufacturer's representative/ / date/