

## **General Terms and Conditions of Sale**

These General Terms and Conditions of Sale (hereinafter referred to as "OWS") for entrepreneurs define the rules of cooperation between the parties regarding the sale of goods produced by InterTech Sp. z o.o. with its registered office in Zambrow, al. Wojska Polskiego 100,18-300 Zambrow, Poland, Tax Identification Number: 723- 139-44-97, Business Identification Number: 200133746 (hereinafter referred to as "the Supplier"), and entities conducting business activity regardless of its legal form (hereinafter referred to as "the Buyer"). The OWS constitute an integral part of any contract concluded between the Supplier and the Buyer (hereinafter referred to collectively as the "Parties") and apply to any transactions carried out between the Supplier and the Buyers. Placing an order by the Buyer means acceptance of these OWS.

### **1. Definitions**

- 1.1. **Supplier** - InterTech Sp. z o.o. with registered office in Zambrow, Poland.
- 1.2. **Buyer** - a natural person conducting business activity, commercial law companies, legal persons and any other entities that are not consumers within the meaning of Article 22<sup>1</sup> of the Polish Civil Code, who concludes a contract with the Supplier for the purchase of goods,
- 1.3. **Contract** - a written agreement between the Buyer and the Supplier resulting in an obligation on the part of the Supplier to deliver the Ordered Item and an obligation on the part of the Buyer to pay the price,
- 1.4. **Ordered item** - a product manufactured by the Supplier, machinery, equipment, tools, spare parts and any other movable items as well as services which have been or are to be supplied/performed/provided by the Supplier in connection with the Supplier's business activity on the basis of an order placed by the Buyer or a written agreement concluded by the written contract,

- 1.5. **Offer**- a proposal made by the Supplier to conclude a contract for Goods with specified parameters,
- 1.6. **Order** - the accepted Offer and its attachments sent back by e-mail from the Buyer to the Supplier

## 2 **Procurement**

- 2.1 The Supplier is the manufacturer or supplier of the Goods and services offered to the Buyers.
- 2.2 The production of the Goods by the Supplier shall take place on the basis of a written Order placed in person or sent to the Supplier's registered office in writing or electronically to the contact address indicated by the Supplier, or alternatively on the basis of a written contract.
- 2.3 When the Buyer directs an Inquiry to the Supplier, he expects to be sent a personalized Offer to purchase the Goods.
- 2.4 The Order is based on an Offer prepared by the Supplier. The offer includes:

specified goods, service, price and completion date.

- 2.5 For the execution of the Order, the Buyer is obliged to indicate:
  - a) The exact designation of the company,
  - b) Telephone and e-mail contact details, indicating the name of the contact person,
  - c) Method of delivery or collection,
  - d) Delivery or collection address,
  - e) The exact name of the goods along with the quantity.
- 2.6 Once the Buyer has accepted the offer in writing, the Order is routed for execution.

2.7 The contract is concluded by the Supplier sending an order confirmation to the

Buyer. If no order confirmation is sent, the contract is concluded at the latest when the Supplier proceeds to perform the contract, in particular by delivering the Goods to the Buyer.

2.8 The lead time is calculated from the date the Buyer sends all necessary information, including technical parameters, requested by the Supplier.

2.9 Once the Order has been fulfilled, the Buyer is informed of the completion of the production process.

2.10 Data contained in catalogues, advertising leaflets (including materials and offers containing prices for goods and products) are for information purposes only and do not constitute an offer within the meaning of the Polish Civil Code.

2.11 The Supplier shall be entitled, up to the time of delivery of the Goods to the Buyer, to make structural and other changes which will not involve a change in the characteristics of the Goods and their suitability for the particular use at the time of the order, without notifying the Buyer.

2.12 The order is the basis for the Supplier to prepare a production order and to make orders for raw materials as well as other materials necessary for the manufacture of the Goods.

2.13 The Supplier shall not be liable to the Buyer if, as a result of causes beyond its control, including "force majeure", as well as the Buyer's breach of the terms of the Order, the manufacture of the Goods is impossible, hindered or delayed. The Supplier shall immediately inform the Buyer of the aforementioned circumstances.

- 2.14 The Goods shall be released upon payment of the Total Price by the Buyer, unless otherwise agreed by the Parties. A change in the payment schedule requires the written consent of the Supplier each time.
- 2.15 The Supplier owns the Goods sold until the total price is paid by the Buyer.
- 2.16 The Buyer shall exercise due diligence in storing the goods and protecting them against accidental loss, destruction, deterioration, loss of value until ownership has passed to the Buyer.
- 2.17 In the event of non-payment of the Price by the invoice deadline, the Supplier may withdraw from the contract and require the Buyer to return the Goods without delay. The return of the Goods does not exclude the Buyer's further liability for compensation for the damage caused.
- 2.18 The Supplier reserves the right to change the Price if, after the conclusion of the Contract, the costs of fulfilling the Order, including the prices of raw materials, change. At the Buyer's request, the Supplier undertakes to indicate the factual basis resulting in the change of the Price.
- 2.19 Goods are not returnable if their performance involves the Supplier's fulfilment of individual Orders.

### **3 Price and payment**

- 3.1 The prices on the Order are net, to which tax must be added at the rate specified by the Value Added Tax Act currently in force.
- 3.2 The Buyer shall be obliged to pay the price of the Goods in accordance with the payment terms specified in the Order. The Supplier reserves the

right to require the Buyer to pay an advance or prepayment on the Order, which may be conditional on the commencement of production of the ordered Goods.

- 3.3 An advance or prepayment paid by the buyer does not constitute a deposit within the meaning of the Civil Code, regardless of the title of the transfer sent by the buyer.
- 3.4 Invoices are issued in the currency of the order in PLN, EUR or USD.
- 3.5 The Supplier shall invoice the Buyer no later than 14 days from the date of fulfilment of the order.
- 3.6 VAT invoices are sent electronically to the Buyer's address, to which the Buyer agrees when placing an order, unless otherwise agreed by the Parties.
- 3.7 All payments shall be made in the currency specified on the invoice and to the bank account indicated by the Supplier.
- 3.8 If the Purchaser fails to make payment by the due date indicated on the invoice, the Supplier shall be entitled to charge statutory interest for delay in commercial transactions from the day following the due date.
- 3.9 In the event of a delay in payment, the Supplier shall first set off the Buyer's payments against incidental receivables in the form of interest and then against the principal receivable.
- 3.10 In the event of a delay in payment of amounts due, the Supplier shall be entitled to withhold delivery of the goods ordered by the Buyer and to demand immediate payment of the outstanding amounts.

#### 4 **Complaint Conditions and Quality Guarantee**

- 4.1 The Supplier warrants that the Goods manufactured by it will comply with the Agreement or the Order. During the guarantee period, the products will perform their function in accordance with their type and purpose.
- 4.2 The guarantee covers a period of 12 months from the date of delivery of the goods to the buyer.
- 4.3 The guarantee covers physical defects of the goods related to their intended use, design/construction defects and material defects.
- 4.4 The Buyer shall be obliged to inspect the delivered Goods and to notify the Supplier within 3 days from the date of delivery of any defects in quantity or quality.
- 4.5 The warranty of the Goods is territorially limited to the country of purchase.
- 4.6 The guarantee does not apply to defects caused by:
  - a) Use of the Goods contrary to their intended use,
  - b) Normal use of the Goods,
  - c) Failure to comply with technical standards in the use of the Goods,
  - d) Improper maintenance of the Goods,
  - e) Damage to the Goods by third parties for which the Supplier is not responsible,
  - f) Improper handling of goods, use of inappropriate accessories,
  - g) Damage to the Goods in transit by persons other than the Supplier,
  - h) Alterations, repairs and modifications by parties other than the Supplier,
  - i) Failure to inform the Supplier of defects in accordance with clause. 4.4.

- 4.7 The Buyer shall only be entitled to claim the goods during the period of the Guarantee. At the Supplier's request, the Buyer shall duly document the purchase of the goods and present the goods delivery document.
- 4.8 The Buyer is obliged to report a complaint within 5 days from the moment a defect is detected to the Supplier's e-mail address: [serwis@intertech-agro.pl](mailto:serwis@intertech-agro.pl) or by post to the Supplier's registered office address.
- 4.9 The complaint should contain a precise description of the defect, the circumstances in which the defect occurred and attached photo documentation, as well as the signature of a person authorized to represent the Purchaser. The complaint which do not meet the indicated requirements, are unclear, illegible and sent to an address other than that specified in point 4.7 will not be considered.
- 4.10 The date on which a complaint is submitted shall be the date on which the complaint is received at the Supplier's registered office or at the email address in clause 4.7.
- 4.11 The Supplier undertakes to consider the complaint within 30 working days of receipt and to inform the Buyer of the outcome.
- 4.12 If the Supplier considers the complaint to be valid, the Supplier is obliged to repair the defective Goods, replace them with Goods free of defects or reduce the Price. The Supplier shall decide how to handle the complaint. The decision will be sent in writing or electronically within 7 days from the date of complaint handling.
- 4.13 Repair, replacement of the Goods with defect-free Goods or reduction of the Price will take place within 30 working days from the date of notifying the Buyer of the manner in which the complaint was handled, or within any other period individually agreed with the Buyer.

- 4.14 The Supplier shall have the right to refuse to process the guarantee until the Buyer has paid all amounts due under the concluded Orders.
- 4.15 The Supplier shall only be liable up to the value of the goods in the event of non- performance or improper performance of the Order, including for defects in the Goods.
- 4.16 In the event of an unfounded complaint, the Supplier is entitled to charge the costs involved to the Buyer.

## 5 **Final provisions**

- 5.1 Polish law is the governing law for the parties to resolve all disputes.
- 5.2 Any deviation from these General Terms and Conditions of Sale shall require the consent of the Supplier expressed in writing by an authorized person. Polish law is the governing law for the parties to resolve all disputes
- 5.3 The OWS shall be deemed delivered to the Purchaser in the event of a reference to the OWS in an offer, contract, order or invoice, together with indication of a website or attachment of a OWS document.
- 5.4 The Buyer undertakes to maintain the confidentiality of information disclosed by the Supplier for the purpose of performing the Order. All information and documents shall be disclosed only for the purpose of performing the Order.
- 5.5 In matters not covered by these OWS, the provisions of the Polish Civil Code will apply.
- 5.6 If any provision of the OWS is unlawful or invalid, then the validity of the remaining provisions of the OWS shall not be affected.
- 5.7 The Parties declare their willingness to amicably resolve disputes in the scope of the Order.



5.8 The competent court for all disputes between the Supplier and the Buyer shall be the common court with jurisdiction over the Supplier's registered office.

5.9 The Supplier reserves the right to amend these OWS.

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Supplier

Buyer