

## **1. Applicability of BELOS-PLP S.A. General Sales Conditions**

a/ These Sales Conditions shall apply to all sale agreements, delivery agreements and any other agreements concluded by BELOS - PLP S.A. as the Seller, and in relation to any orders fulfilled or confirmed by BELOS - PLP S.A.

b/ Any amendments, deviations or provisions contrary to the provisions hereof but included in the Buyer's order or agreed orally shall require an express written confirmation by BELOS - PLP S.A., otherwise they shall be considered null, void and ineffective.

## **2. Order acceptance (agreement conclusion)**

a/ If the parties are bound by a framework agreement, these Sales Conditions shall apply as long as the Buyer was informed about them while concluding the framework agreement. It shall be considered that the Buyer has been informed about the content and validity hereof if these Sales Conditions had been appended to the framework agreement or if the framework agreement mentions the fact that these Sales Conditions are available on BELOS-PLP S.A. website.

b/ Placing an order by the Buyer is not equivalent to conclusion of a sale agreement, unless it has been accepted in writing by BELOS - PLP S.A. These conditions shall apply as long as the statement on the order acceptance mentions the applicability hereof and the content hereof has been appended to the statement or if the statement on the order acceptance mentions the fact that these Sales Conditions are available on the Seller's website.

c/ Placing an order by the Buyer on the basis of an offer of BELOS - PLP S.A. or on the basis of the negotiations conducted and receipt, from BELOS - PLP S.A. of a written confirmation of this specific order shall mean that the Buyer has agreed to these General Sales Conditions, as long as the Seller's offer or the statement on the order acceptance mentions these General Sales Conditions or these General Sales Conditions have been appended to the offer or the statement.

d/ If, according to the conditions of an order placed by the Buyer, it is necessary to start fulfilment of the order by BELOS - PLP S.A. even before the Buyer has received confirmation of the order acceptance, these General Sales Conditions shall be considered to have been approved by the Buyer at the time when BELOS - PLP S.A. starts the order fulfilment, on the condition that the Buyer includes a relevant statement on the acceptance hereof in its order.

## **3. Prices**

The Prices specified by BELOS - PLP S.A. in the confirmation of the order acceptance shall apply only to a given order. The prices are exclusive of Vat. Vat shall be charged additionally at the applicable rate.

## **4. Payment terms**

a/ The Buyer shall pay the price of the goods ordered at the amount and within the time limit specified in the confirmation of the order acceptance, unless the parties have agreed otherwise in writing.

b/ The payment date shall be considered the day when the price is credited to BELOS - PLP S.A. bank account.

c/ In the case of delayed fulfilment of obligations, BELOS - PLP S.A. shall have the right to charge statutory interest at the applicable rate.

## **5. The Buyer's creditworthiness**

a/ BELOS - PLP S.A. shall have the right to independently assess the Buyer's creditworthiness at any time. BELOS - PLP S.A. shall have the right to demand, at any time, payment in advance of all or part of the debts resulting from the agreement.

b/ Should the Buyer fail to comply with any of the agreement's provisions, including in particular the provisions concerning payment, BELOS - PLP S.A. reserves the right to suspend further deliveries or to withdraw from the agreement.

In the case of withdrawal from the agreement, any unpaid debts shall become due immediately.

## **6. Ownership of goods**

a/ The goods shall remain the property of BELOS - PLP S.A. until full payment of the price specified in the invoice. The Buyer shall be responsible for the goods' loss during the period from the goods' receipt until full payment of the price.

b/ The Buyer shall be obliged to mark the goods owned by BELOS-PLP S.A. and to store these goods separately.

## **7. Terms of delivery**

a/ The goods shall be delivered EX WORKS pursuant to INCOTERMS 2000 (i.e. ex warehouse of the Seller, without packaging).

b/ Belos-PLP S.A. reserves the right to increase the price by an additional net amount (+ VAT) to pay for the increased costs of delivery by special transport required by the customers.

## **8. Shipment**

a/ BELOS - PLP S.A. shall make every effort to ensure that the delivery takes place on the agreed date.

b/ Delay in delivery for any reason shall not make BELOS - PLP S.A. liable for the damage in relation to the Buyer, unless the delay occurred due to wilful misconduct of BELOS - PLP S.A.

c/ BELOS - PLP S.A. shall not be liable for delays caused by force majeure which shall be understood in particular as war, fire, riots, civil commotion, accidents and other events that are beyond control.

## **9. Loss and damage during transport**

If, in the order confirmation, BELOS - PLP S.A. undertook to deliver the goods at its own expense, the Buyer shall report, to the courier company and to BELOS - PLP S.A., total or partial loss, shortage or damage during transport, in writing within 5 days from the goods' receipt and, in the case of the goods' loss, within 5 days after the date when the goods were to be delivered. Failure to fulfil the above obligations shall result in the Buyer being responsible for any loss and damage during transport.

## 10. Packaging

The goods are normally packed in cardboard boxes of up to 31 kg or Euro-pallets with extensions of up to 1 ton (number of extensions depends on the height of loading).

The Euro-pallets with extensions are invoiced separately, however, it is possible to return them at the Buyer's expense.

## 11. Specifications

Due to the fact that Belos-PLP S.A. pursues its research and development policy, it reserves the right to change specifications without prior notice.

## 12. Tests and inspections

Any tests and inspections specified by the Buyer in its order shall be performed in the plants of BELOS - PLP S.A.

## 13. Liability of BELOS - PLP S.A.

a/ The goods delivered are manufactured in accordance with the regulations binding in Poland, standards concerning product safety, the environment and quality. The goods delivered are new and in compliance with the terms of the order.

b/ BELOS - PLP S.A. shall not be liable to the Buyer under implied warranty for defects in the goods delivered.

c/ BELOS - PLP S.A. may grant a quality guarantee to the Buyer in accordance with the terms of the guarantee set out in the Guarantee Certificate attached to the Declaration of Conformity.

d/ BELOS-PLP S.A. shall not be liable for damage caused due to non-performance or improper performance of the obligations under the agreement or extra contractual obligations, unless the damage has been caused by BELOS-PLP S.A. intentionally.

## 14. Order cancellation (withdrawal from the agreement)

a/ The Buyer may not cancel an order (withdraw from the agreement) due to delayed delivery or due to any other reasons without a prior written notification sent to BELOS - PLP S.A. informing about such an intent and without setting an additional period of minimum 14 days for the order fulfilment.

b/ In every case the Buyer shall be obliged to accept the goods and pay for the goods sent earlier in accordance with the order and confirmation, and the Buyer shall be obliged to pay the costs of an order cancellation resulting from the expenditures or financial liabilities of BELOS - PLP S.A. arising due to commencement of the production process of the goods covered by the order, increased by a contractual penalty amounting to 10% of the lost profit.

## 15. Governing Law and Arbitration

a/ The Agreements shall be governed by the laws of the Republic of Poland.

b/ Application of the Vienna Convention of 11 April 1980 on Contracts for the International Sale of Goods shall be excluded.

c/ Any possible disputes arising from the agreements shall be settled by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.