

**General Terms of Sale and Delivery**  
**Radpol Spółka Akcyjna [Joint Stock Company]**

**§ 1. Glossary**

The terms used in these General Terms of Sale and Delivery of Radpol Spółka Akcyjna shall have the following meaning:

General Terms of Sale and Delivery (GTSD) – this document which specifies the principles of concluding agreements for sale and delivery of goods under which Radpol Spółka Akcyjna is a seller;

Radpol - Radpol Spółka Akcyjna [*joint stock company*] with its registered office in Człuchów, at ul. Batorego 14; 77-300 Człuchów, registered in the District Court for Gdańsk-Północ in Gdańsk, VIII Commercial Division of the National Court Register under KRS number 0000057155, with share capital PLN 771 592,56, paid-in capital PLN 771 592,56, REGON [*business ID no.*]: 770807479; NIP [*taxpayer's ID no.*]: 843-00-00-202;

Buyer – a natural person, legal person or other entity without legal personality that purchases on its own behalf goods provided by Radpol, regardless of whether its head office is located in the territory of the Republic of Poland or abroad;

Good – it is a ready product subject to production in Radpol as well as an invoice item not subject to production in Radpol;

Parties – Radpol and Buyer;

Offer – sum of order items defined and filled by Radpol in the form;

Order – Buyer's requirement in relation to Radpol with regard to delivery of the Good defined in the form;

Sale agreement – the agreement concluded by and between Radpol and Buyer whose subject is the sale of the Good;

Warranty – Radpol's responsibility towards Buyer for physical defects and legal defects of the good, as regulated in the art. 556-575 of the Civil Code;

Guarantee – all additional contractual entitlements provided by Radpol to Buyer which must be documented in a separate document handed when signing the Agreement;

Complaint – Buyer's Guarantee claims;

Force majeure – extraordinary, external and unstoppable event which could not be avoided even if the Parties have put much effort, in particular war, state of exception, natural disasters, strikes, etc.

## **§ 2. General provisions**

1. These GTSD shall apply to all sales and deliveries of Goods made by Radpol (in particular the Goods manufactured by Radpol and other products on offer) to the benefit of Buyers.
2. GTSD are made available to Buyers in writing in Radpol's head office and facilities listed in the Attachment no. 1 to GTSD as well as electronically on [www.radpol.eu](http://www.radpol.eu). In each of the cases specified above these GTSD shall be deemed acknowledged and accepted by the Buyer once the Buyer has accepted Radpol's offer or once it has placed the Order in Radpol.
3. GTSD shall be an integral part of all sale agreements concluded by Radpol; however if the Parties have arranged their rights and obligations in a separate written agreement, the provisions of the written agreement shall apply whereas the provisions of these GTSD shall apply solely with regard to matters not settled herein.
4. If the Buyer regularly cooperates with Radpol in terms of trade, accepted GTSD with regard to one Sale Agreement shall mean acceptance of these terms for further sale agreements concluded with Radpol, unless the Parties have agreed otherwise.
5. The provisions of these GTSD may be modified in writing only, otherwise they shall be deemed invalid. If a separate Sale Agreement has been concluded, these GTSD shall not be binding to the extent stipulated in the aforesaid agreement.

## **§ 3. Conclusion of the Agreement**

1. Information in catalogues, brochures, leaflets, advertisements as well as on Radpol's website shall not constitute an offer pursuant to the provisions of the Civil Code even if the price has been assigned to it. The aforementioned materials are for reference only. Detailed technical data specified in the aforesaid materials may be modified at all times.
2. The Sale Agreement shall be concluded through the Offer and acceptance of the Offer, or the Order and confirmation of the Order (or confirmation of the modified Order).
3. The Sales Agreement shall become effective and be deemed concluded once the Buyer has provided Radpol with acceptance of the Offer or Radpol has provided the Buyer with the confirmation of the Order (subject to para. 11 below).
4. The Parties exclude a legally acceptable possibility of concluding the Sale Agreement tacitly (in an implied way).

5. Any arrangements, assurances, pledges and guarantees expressed orally by Radpol employees or agents with regard to conclusion of the Sale Agreement or Offer shall not be binding.
6. Radpol's offer is effective and binding if explicitly marked by Radpol as "Offer", made in writing and signed by duly authorized representatives of Radpol or generated electronically without a signature of Radpol representatives as long as it includes a relevant reservation that it has been generated electronically from Radpol IT system and that it does not require any signature or seal of Radpol representatives to remain effective, and is provided to the Buyer in accordance with these GTSD.
7. Every Offer (unless stipulating otherwise) shall bind Radpol for 14 (in words: fourteen) days at the most from its receipt by the Buyer and requires Buyer's complete approval without any reservations, supplementations or additional provisions (in the event of any reservations, supplementations or additional provisions, the Buyer's reply shall not be deemed Offer approval and the Sale Agreement shall not be considered concluded). Nevertheless Radpol may treat such Buyer's reply – at its own discretion – as a new order placed by the Buyer subject to Radpol's approval pursuant to these GTSD in writing, while the acceptance of the Offer shall be signed by duly authorized representatives of the Buyer and delivered in accordance with these GTSD. Acceptance of the Offer by the Buyer in a way that makes the aforesaid requirements not satisfied shall not be considered binding to Radpol.
8. The Buyer's orders are effective and binding if made in writing, signed by duly authorized representatives of the Buyer and delivered to Radpol in accordance with these GTSD. Should any order be placed by the Buyer in other way (e.g. orally), the order shall be deemed not placed unless explicitly approved by Radpol. This being the case, such Order shall be deemed the Order pursuant to GTSD and these GTSD shall apply to the Sale Agreement as a result of acceptance of this Order.
9. Radpol reserves a right to refuse to accept the Order at its own discretion. No Order shall bind Radpol if not explicitly accepted and confirmed by Radpol in writing, whereas such acceptance and confirmation must be signed by duly authorized representatives of Radpol and provided to the Buyer in accordance with GTSD.
10. Radpol reserves a right to refuse to accept any Order whose value does not exceed PLN 1.000,00 (in words: a thousand zlotys).

11. Radpol reserves a right to accept the Order subject to modifications or supplements made by Radpol (in particular Radpol may maintain that as a result of Order acceptance the concluded agreement shall apply to provisions of these GTSD, excluding any other general terms and agreement templates). If this is the case, the art. 68(1) of the civil code shall apply.
12. If the modification or supplementation of the Order made by Radpol concerns essential terms of the Order, the confirmation of the modified Order provided by Radpol shall be deemed a new Radpol Offer and shall be treated as the Offer pursuant to these GTSD, and all related provisions of these GTSD (concerning the Offer, acceptance of the Offer, etc.) shall apply to such confirmation of the modified Order made by Radpol.
13. If the modification or supplementation of the Order made by Radpol concerns irrelevant terms of the Order and the Buyer does not accept the confirmation of the modified Order, Radpol must be notified of it immediately, yet not later than on the following working day after receiving the confirmation of the modified Order. If the Buyer notifies of lack of approval on a timely basis and properly, the Sale Agreement shall not be considered concluded, and the Parties may negotiate the terms of the sale and delivery of Goods in good faith.
14. In the event of any discrepancies between the Offer and acceptance of the Offer, the provisions of the Offer shall be superior, and between the Order and confirmation of the Order ( or confirmation of the modified Order, if applicable) the provisions of the confirmation of the Order (or confirmation of the modified Order, if applicable) shall be considered superior.

#### **§ 4. Delivery date**

1. Unless arranged otherwise in writing, the delivery dates shall comply with the dates specified by Radpol in the Offer (or in the confirmation of the Order, if applicable). The delivery date does not start time limit and if the time limits starts running – it is suspended until the Buyer has provided Radpol with all detailed information and documents stipulated by Radpol in the Offer (or in the confirmation of the Order or confirmation of the modified Order, if applicable).
2. If the Buyer fails to collect the Goods by the Delivery date, Radpol may, without prejudice to its other rights, hand the Goods for storage, at the Buyer's risk and cost, provided that it has notified the Buyer of the fact that the Goods were ready for delivery or shipping beforehand, and the Buyer failed to collect the Goods before the end of the Delivery date. If Radpol has handed the Goods for storage in accordance with this paragraph, it shall mean that Radpol has fulfilled the Sale Agreement properly.

3. The Buyer shall not refuse to accept a partial delivery of the Goods made by Radpol unless such acceptance violates the reasonable interests of the Buyer.

#### **§ 5. Delivery, passing of risk**

1. Unless the Sale Agreement specifies otherwise, the Goods shall be delivered on EXW terms (Incoterms 2010) address: Radpol production plant.
2. The risk, benefits and obligations related to the Goods shall be transferred to the Buyer on the day of delivery of Goods pursuant to §5 para. 1 (with regard to the transport of Goods – on the day of providing the Goods to the transportation company). If the delivery of Goods is delayed for reasons applicable to the Buyer, the risk, benefits and obligations related to the Goods shall be transferred to the Buyer on the day on which Radpol has informed the Buyer about the fact that Goods were ready for delivery.
3. Transport and/or other additional services will be arranged and rendered by Radpol solely when agreed by the Parties in the Sale Agreement and on the terms stipulated herein, subject to separate remuneration. Unless the Sale Agreement stipulates otherwise, the Buyer shall be utterly liable for all risks, obligations and responsibilities arising from such services, and the aforesaid services shall be rendered on behalf of and/or to the benefit of the Buyer.
4. Any reference in these GTSD to “delivery” of the Goods must be understood as reference until the moment when the Goods are released by Radpol and handed to the Buyer (or transportation company) in the place of delivery. Any reference in these GTSD to “collection” of Goods by the Buyer shall be understood as reference until the Buyer has truly collected the Goods.

#### **§ 6. Price, terms of payment, payment**

1. The price for the Goods shall be established by the Parties in the Sale Agreement.
2. The price for the Goods is a net price, which means it is VAT-exclusive and devoid of any other taxes which may apply. The Buyer undertakes to pay all public amounts due pertaining to the delivery and collection of Goods and/or services rendered on the basis of the Agreement (in particular customs duty).
3. Unless the Sale Agreement specifies otherwise, the payment for the Goods must be made within 30 (in words: thirty) days after issuing the invoice.

4. The payment shall be deemed made once the full amount specified in the invoice has been deposited to Radpol's bank account number (specified in the invoice). To make a payment, an arranged currency shall be used. The Buyer shall not be entitled to deduct the price or any of its part with regard to any amounts due from Radpol unless Radpol has given its explicit consent in writing.
5. Radpol may, at all times, require the Buyer to make an advanced payment, in particular if there are reasonable doubts related to the Buyer's financial situation (e.g. when Radpol learns, from whatever source, that the Buyer's financial situation has deteriorated or when the Buyer is unable to perform its financial obligations towards Radpol on a timely basis), or if transactions between the Parties clearly indicate Buyer's delays. Unless the Sale Agreement specifies otherwise, the advanced payment shall be made by the Buyer within 7 (in words: seven) days after concluding the Sale Agreement.
6. If the Buyer defaults on any payment (including the advanced payment) due to Radpol (on the basis of the Sale Agreement or on other account), Radpol, without prejudice to other rights, shall be entitled to suspend performing the Sale Agreement, following the proper notification by the Buyer, until the Buyer has paid all its amounts due along with interest rates.
7. In the event of any circumstances, occurring after the Sale Agreement has been concluded, which justify the increase of the price of the Good, such as increased customs duty, application of additional customs fees, application of other statutory charges, Radpol shall have a right to increase the Price of the Goods, yet it obligated to specify the cause of such increase. The increase must not be higher than the actual increase of price-determining elements.
8. The right stipulated in the preceding point shall also apply to Radpol in the case of an increase by more than 5% (in words: five percent) of the material required to manufacture the Goods in relation to the price applicable at the moment of signing the Sale Agreement.
9. In the event of a late payment, Radpol shall be entitled to demand interest rates. The interest rates for delays shall be counted from the day that follows the payment deadline.
10. In the event of a late payment for the Goods, aside from main dues and interest rates for delays, Radpol shall be entitled to claim reimbursement of court fees, collection costs, as well as legal representation and debt collection costs.

11. The Buyer shall be entitled to make a payment for the Goods at the established time, also when it lodged a complaint and when there was a delay in the Good collection, by fault of the Buyer.
12. The Buyer undertakes to notify Radpol in writing of any change of its head office and place of residence and correspondence address immediately. Lack of such notification causes the deliveries to the addresses specified in the sale agreement or other commercial arrangements concluded by and between Radpol and the Buyer to be considered effective after a one-time and ineffective notification.
13. If Radpol has provided the Buyer with a trade credit (deferred payment), it may limit or cancel it at all times.

#### **§ 7. Retention of title**

1. Radpol reserves an ownership right to the Good sold, pursuant to the provisions of the art. 589 of the Civil Code, which means that the Buyer becomes an owner of the Good once the total payment has been made by the deadline specified by Radpol.
2. If the Buyer fails to make a payment by the specified deadline, Radpol shall have a right to require the Buyer to return the Goods for which the Buyer failed to pay on time. Furthermore, Radpol may claim compensation if the value of the Good has been reduced in relation to the value stipulated in the invoice, also if the Good has been used up or damaged.
3. If Radpol requires so, the Buyer is obligated to provide comprehensive information on where the Goods, subject to retention of title, are stored.
4. The Buyer holds a risk of accidental loss or damage to the Good in the period between its release and transfer of ownership to the Buyer. Radpol may require the Buyer to conclude an insurance agreement securing the Goods against accidental loss or damage in the aforesaid period to the amount corresponding to the full value of the Goods, or to transfer any rights arising from the aforementioned insurance agreement to Radpol. If this is the case, the Buyer shall be obligated to provide Radpol with a copy of insurance policy shortly after receiving it.

#### **§ 8. Warranty and guarantee**

1. Radpol assures the Buyer that the Goods delivered adhere to the principles of the contemporary technology, including to the requirements specified by relevant rules of law as well as contractual arrangements with the Buyer. Radpol also assures that the Goods will perform well and without any difficulties if used in accordance with their intended use.

2. The Good must be stored, transported and unloaded in accordance with the guidelines specified in the technical catalogues. If the Buyer fails to follow the guidelines related to transport and storage, Radpol reserves a right to reject potential complaints.
3. For avoidance of doubts, the Parties confirm that the statements and declarations in the catalogues, price lists and other information materials as well as description of Goods made available to the Buyer by Radpol shall not be understood as a special Guarantee (Warranty) or assurances regarding the features of the Goods and shall not be an integral part of the Guarantee.
4. Radpol reserves a right to make inconsiderable changes of features of the Goods with regard to their structure, materials used or finishing, yet in no case the aforementioned changes shall exceed the scope acknowledged in the business. Nevertheless, the features of the Goods arranged by the Parties in the Sale Agreement shall not be subject to any modifications or changes.
5. Radpol's responsibility for warranty (pursuant to the art. 556 and Civil Code) shall be explicitly excluded.
6. The Guarantee shall apply to the Goods for which a separate guarantee document has been developed and provided to the Buyer.
7. To the maximum extent permissible by the rules of the relevant law, the Guarantee granted under these GTSD and/or Sale Agreement shall supersede all other warranties, assurances and guarantees, being statutory, contractual or arising from other sources, and provisions of these GTSD specify the principles of Radpol's liability towards the Buyer and the one legal means applicable to the Buyer in relation to Radpol with regard to the Goods, including in the case of non-conformity of Goods with the Guarantee in the light of the Sale Agreement.
8. If any physical defects of the Goods are identified and the Buyer reports them in writing pursuant to these GTSD not later than by the deadline specified in the Guarantee and which starts running from the date of delivery, Radpol's exclusive responsibility for the Guarantee shall be limited, at Radpol's convenience, to repair of the Goods in order to rectify the defect or deliver new defect-free Goods or proportional price reduction of defective Goods (if the repair or replacement is unfeasible or otherwise pointless).
9. The Parties are obligated to cooperate with respect to exercising complaint rights, in particular to assure access to defective Goods, submit all required documents as well as inform about using a chosen method of compensating for the complaint.

10. Complaints, under the Guarantee, shall be lodged through the complaint form included in the Attachment no. 2 to these GTSD.
  11. The Buyer shall inspect the Goods upon collection and notify Radpol in writing immediately, not later than within 7 (in words: seven) days after the delivery, of any visual physical defects of Goods or any shortages.
  12. The Buyer shall be deprived of any rights to claim compensation arising from the purchase of the Goods in relation to Radpol if it has not inspected the Goods upon collection or if inspected the Goods but failed to notify Radpol of identified defects or irregularities immediately. Loss of rights shall apply in the situation in which the Buyer has identified defects or irregularities but still assembled the Good.
  13. Any physical defects which could not be identified during inspection, as referred to in § 8 para. 11 above, and which occur in the Goods in the Guarantee period must be reported to Radpol in writing, without undue delay, yet under no circumstances not later than within 14 (in words: fourteen) days after detection and before the Guarantee period expires.
  14. If a physical defect under the Guarantee is reported, Radpol shall be entitled to inspect and test the Goods with regard to which a complaint has been lodged. The Buyer shall specify a suitable period of time, not shorter than 14 (in words: fourteen) days, to conduct such an inspection and shall make sure it is possible to conduct it. Radpol may require the Buyer to return the Goods subject to the complaint (or some of them) at Radpol's expense. Radpol shall do its utmost to consider and present its statement on Buyer's complaint within 1 (in words: one) month after lodging the complaint.
  15. If Radpol recognizes a complaint, it shall notify the Buyer of the statement arising from the Guarantee.
  16. Radpol shall be given a required and legitimate period of time (taking into consideration all circumstances, in particular location of defective Goods, commitment or participation of third parties, e.g. current users, etc.) for the purposes of completing the guarantee service. Under no circumstances should the aforesaid period of time be shorter than 30 (in words: thirty) days.
  17. The guarantee period shall not be subject to extension if the Good is repaired, and with regard to defect-free Goods released to replace defective ones a new Guarantee may be drawn up and issued.
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### **§ 9. Confidentiality**

The Buyer shall acknowledge the following:

1. When cooperating with Radpol, it may have an access to information being the Company secret pursuant to the act dated 16 April 1993 on counteracting unfair competition (Journal of Laws of 1993, no. 47, item 221 with further amendments), that is information on the Company's plans, technical information, information on technology, accounting, finances, trade and organization. The Buyer undertakes to protect the aforesaid information and to keep it secret.
2. Radpol is a public limited company and any information concerning Radpol which is disclosed to the Buyer may be deemed confidential pursuant to the Resolution of the European Parliament and Council no. 596/2014 on market abuse and revoking the directive 2003/6/WE of the European Parliament and Council and directives of the Commission 2003/124/WE, 2003/125/WE and 2004/72/WE. The Buyer also undertakes not to disclose this information to unauthorized persons and use it in any way.
3. If the confidential information is used or disclosed to unauthorized persons, the Buyer shall hold criminal liability pursuant to the provisions of the Directive of the European Parliament and Council 2014/57/UE as of 16 April 2014 on criminal sanctions for market abuse as well as civil and criminal liability pursuant to the provisions of the act dated 29 July 2005 on trading financial instruments.
4. Since it is possible to obtain confidential information as referred to in para. 2 above, if such information is provided, the Buyer shall be entered into "List of persons having an access to the specific confidential information" kept by Radpol.

### **§ 10. Liability and compensation**

1. Subject to provisions of § 10 para. 2 below and to the maximum permissible extent of the applicable regulations of the law, Radpol's liability for a failure to perform or inappropriate performance of the Agreement (including damage borne by the Buyer as a result of non-conformance of the Goods with the Guarantee) shall be limited to the maximum amount equivalent to the price of sale actually paid to Radpol by the Buyer for relevant Goods and if the Goods have never been delivered – maximum amount equivalent to the Price of sale specified in the Sale agreement and shall be limited to the liability for actual damage borne by the Buyer. In particular, under no circumstances shall Radpol be responsible for loss of profits or indirect or ultimate damage.

2. The Buyer is obligated to undertake any reasonable actions aiming to minimize damage and/or losses.

#### **§ 11. Liability for the product**

If the Buyer sells the Goods to the benefit of a third party (including management of the product in which the Goods have been installed or to which the Goods have been added), the Buyer shall release Radpol from a liability and secure it in case of any claims related to liability for product related to the Goods (or the product in which the Goods have been installed or to which the Goods have been added) which were requested by the third party (or possibly by other persons) to the extent to which the Buyer is responsible for a defect which triggers such liability.

#### **§ 12. Right to withdraw from the Agreement**

1. If the Buyer fails to make any payment arising from the Agreement by the deadline, Radpol shall have a right to withdraw from the Agreement by giving a written withdrawal declaration to the Buyer.
2. If the Buyer violates its obligations, other than specified above, Radpol, without prejudice to other rights and measures, shall have a right to withdraw from the Agreement by giving a written withdrawal declaration to the Buyer as long as Radpol has notified the Buyer of such violation beforehand and informed the Buyer about additional reasonable rectification period, not shorter than 7 (in words: seven) days, and the Buyer has failed to rectify the violation in this period.

#### **§ 13. Final provisions**

1. Titles of particular articles of these GTSD have been used to facilitate the comprehension of the text and shall not have a legal significance, and therefore the provisions of GTSD shall not be interpreted on their basis.
2. If particular provisions of these GTSD prove to be invalid or ineffective, it shall not have any influence on validity and effectiveness of other provisions. This being the case, the Parties undertake to adopt the provisions which reflect the initial will of the parties.
3. By accepting these GTSD, the Buyer gives its consent for its personal data to be processed by Radpol and entities acting at its request domestically and abroad with regard to performance of agreements for sale of Radpol's goods and for marketing purposes related to

Radpol's business. The Buyer shall have all rights arising from the act dated 29 August 1997 on personal protection (Journal of Laws of 2002, no. 101, item 926 with further amendments).

4. These GTSD and any non-contractual agreements and obligations arising from the Sale Agreement shall be governed by the law of Poland and shall be interpreted in accordance with this law. The United Nations Convention on Contracts for International Sale of Goods dated 11 April 1980 (CISG) shall be excluded.
5. To all matters not settled herein, the provisions of the civil code shall apply.
6. Radpol contracts an obligation and bears responsibility specified in these GTSD towards the Buyer only. Without a prior written approval of Radpol, the Buyer shall not transfer or assign any rights or obligations arising from the Agreement to the benefit of any third parties.
7. In the event of occurrence of force majeure, the terms arranged by the Parties shall be extended by the duration of such disturbance, and the afflicted Party shall notify another Party of such disturbance in a reasonable way and without undue delay. If it is impossible to anticipate the disturbance end term or if the disturbance remains for longer than 2 months, either Party may withdraw from this Agreement by giving a written notification to another Party.
8. GTSD may be drawn up in various languages. In the event of any discrepancies between the languages, the Polish variant will be superior.
9. Radpol and Buyer undertake to aim to resolve all disputes arising from the agreements subject to these GTSD amicably. If it is unfeasible to resolve a dispute amicably, the dispute shall be directed to the court having its jurisdiction over Radpol's head office.

Attachments:

Attachment no. 1 to GTSD – List of Radpol S.A. Production Plants in which GTSD are accessible:

- a) Człuchów, ul. Batorego 14
- b) Ostrów Wielkopolski, ul. Chłapowskiego 51
- c) Kolonia Prawiedniki 57
- d) Ciechów, ul. Średzka 10

Attachment no. 2 to GTSD – Complaint notification template