

GENERAL PURCHASE CONDITIONS

§ 1 General terms

- 1.1. The below mentioned general purchase conditions (GPC) shall apply to all sales and services of KH-kipper Sp. z o. o. with its headquarters in Kajetanów hereinafter referred to as KH-kipper.
- 1.2. GPC are an integral part of the contracts and they are obligatory for both Parties unless they agree otherwise in writing.
- 1.3. The order together with the payment deadline should be handed in a written form by fax or e-mail. By placing the order or signing the contract the Buyer accepts the GPC.
- 1.4. In case of doubts, the contract is valid when KH-kipper accepts the Buyer's order, however, KH-kipper has the right to cancel the order within 7 days from placing the order. KH-kipper should be notified in writing about any non-regularities in the Order Confirmation within 3 days of its issuing.
- 1.5. KH-kipper is bound only by what has been accepted in writing. Changes and conditions included in the order which differ from the descriptions in the offer shall be binding only after being accepted in writing by KH-kipper.
- 1.6. In order for the offer to be binding, it has to be confirmed by the Buyer by means of a fax or in other written form.
- 1.7. The documentation, drawings, specifications and parameters included in the offer are just to present the general indications and shall not be binding in any way for KH-kipper.
- 1.8. The GPC are available at the KH-kipper sales department.

§ 2 Shipment conditions

- 2.1. The place of delivery shall be the KH-kipper factory unless otherwise agreed by the Parties in writing. The standard order delivery date at KH-kipper is approx. 8 weeks from order unless otherwise agreed by the Parties in writing.
- 2.2. The failure to keep the deadline, apart from an intentional KH-kipper proceeding, is not considered as non-performance or improper performance of the contract, however KH-kipper shall make every effort to meet the deadlines according to the contract. In every case of an excessive failure to meet the deadline the Parties will proceed to detailed consultation.
- 2.3. The order delivery date shall apply from the next day after sending the confirmation of order.
- 2.4. If the Parties agree that the place of delivery differs from the one stated in 2.1., the Buyer shall bear the cost of insurance, packaging, transport and risk as well as any additional cost connected with the delivery.
- 2.5. The delivery shall be considered as realized at the moment of the handover of goods or when the time stated in the notification sent to the Buyer that the goods are ready to be delivered passes. In case the Buyer does not collect the goods in 14 days from the date of notification, KH-kipper has the right to add the cost for storing the goods.

§ 3 Prices and payments

- 3.1. The prices do not include the cost of transport. The Buyer shall bear the cost of insurance, packaging, transport and risk connected with the above mentioned as well as every other cost and tax.
- 3.2. In case of some alterations which have an influence on the final price, KH-kipper is entitled to adjust the earlier established prices.
- 3.3. The payment shall be performed within the term and by means stated on the VAT invoice. In case the Buyer fails to pay within the agreed period of time, KH-kipper has the right to add to the contract price a sum equivalent to the rate of 1% per month from the date of invoicing to the repayment of the total due amount without notifying the Buyer about the lack of payment.
- 3.4. KH-kipper reserves the right to ask for a partial payment.
- 3.5. Any kind of warranty claims from the Buyer to KH-kipper do not influence the Buyer's obligation to pay the total amount. The Buyer cannot justify the lack of payment by these claims.



3.6. If at any time, the financial solvency of the Buyer raises doubts, KH-kipper has the right to ask for an immediate payment and to suspend the completing of the contract until the total amount of money is paid.

3.7. All juridical costs connected with KH-kipper's efforts to regain the money owed will be borne by the Buyer.

§ 4 Risk

4.1. From the time of delivery, end of the time stated in the notification in § 2.5 or the notification that the ordered goods have left the factory, the risk of loss or any damage (including all those caused during transport, or by fire, water, theft) shall be borne by the Buyer. The Buyer should have the necessary insurance.

4.2 The cost of insurance and transport shall be borne by the Buyer. The Buyer should have the insurance for transport unless otherwise agreed by the Parties.

4.3 The goods handed over to KH-kipper for repair works or inspection will be in KH-kipper's possession but at Buyer's risk. KH-kipper is not obliged to have these goods insured.

§ 5 Force Majeure

5.1. KH-kipper is relieved from liability for a failure to perform or an improper execution of the contract by KH-kipper if this failure or improper execution is a consequence of Force Majeure.

5. 2. In case the Force Majeure occurs for a period longer than 3 months, KH-kipper has the right to suspend the execution of the contract or withdraw from it without the court's settlement and only by means of a written statement.

§ 6 Liability

6.1. Except for intentional guilt and provision in § 4, KH-kipper shall not be responsible for any losses (caused directly or indirectly) such as loss of profit or any other suffered as a result of claims by third parties.

6.2. The Buyer shall secure KH-Kipper against any claims by third parties in the same extent that KH-kipper is secured towards the Buyer.

6.3. The Buyer shall secure KH-kipper against any claims by third parties resulting from patent infringement, license, property rights or other third parties rights in connection to the execution of the contract.

§ 7 Property right and the right to withhold the goods

7.1. The property right of delivered goods or the ones which are about to be delivered passes on the Buyer when he fulfills all commitments connected with the contract and in particular at the moment of a complete settlement of payment for the goods.

7.2. KH-kipper shall be informed each time the financial situation of the Buyer deteriorates or in case of other changes which may have an influence on fulfilling the commitments of the contract.

7.3. The Buyer is obliged to cooperate with KH-kipper in order to protect the latter's property.

7.4. KH-kipper has the right to withhold the goods until the complete fulfillment of commitments by the Buyer.

§ 8 Withdrawal from the contract

8.1. In case the Buyer decides to withdraw from the contract, he is obliged to purchase all the materials which were earlier bought by KH-kipper in order to execute the contract, regardless if they were used or not. The Buyer shall purchase these materials for the price as follows: KH-kipper's purchase price + labour cost + 10% of the earlier established price.



8.2. In the case stipulated in § 8 art. 1 the Buyer is also obliged to return all costs which were borne by KH-kipper in connection to the execution of the contract.

§ 9 Drawings, documents, plans, devices

9.1. Drawings, documents, plans, devices shall not be copied, forged or presented to third parties without prior written KH-kipper's approval. Information concerning the price or its components, plans, drafts, drawings, catalogues, specifications and other documents prepared by KH-kipper shall remain KH-kipper's possession even if the Buyer has paid for them. These drawings, documents, plans, devices shall be returned to KH-kipper on each request of KH-kipper. This paragraph also concerns measuring devices, markers, forms, test equipment and tools.

9.2. KH-kipper's data and information as well as calculations and test results obtained in order to determine the products' expected parameters are not binding for KH-kipper: the products that are to be delivered may present certain deviation from such data, calculations and results. Minor deviation from the average is acceptable even when KH-kipper committed in writing to earlier agreed data.

§ 10 Contract termination

10.1. In the event when the Buyer fails to fulfill the commitments of the contract signed with KH-kipper, it shall be decided that the Buyer delays with his obligations. In this case KH-kipper has the right, without prior notice and without the court's settlement, to suspend the execution of the contract and any related contracts until the commitments are fulfilled as well as the right to terminate the contract and any related contracts in whole or in part. These rights are executed without any loss to other KH-kipper's rights and also they do not oblige KH-kipper to pay any compensation.

10.2. The liquidation of the Buyer's company, an attachment of the Buyer's goods or bank accounts entitles KH-kipper to treat the contract and any other contracts which were not executed or were executed only partially, as terminated in whole or in some part without prior notice to settle obligations or the court's settlement.

§ 11 Language

11.1. Taking into consideration the fact that the translation of these purchase conditions may differ from the Polish version, it is agreed that in case of any doubts, the Polish text shall be used.

§ 11 Jurisdiction, applicable law

11.1. All the contracts to which these purchase conditions apply in whole or in some part will be governed by the laws of Poland.

11.2. Any dispute arising during the execution of the contracts shall be settled by Polish courts, especially the competent court for KH-kipper unless otherwise agreed by the Parties.