

RONET SP.ZO.O. GENERAL TERMS AND CONDITIONS OF SALE

Article 1. Scope of application.

These terms and conditions (hereinafter referred to as the “**GTS**”) shall apply to entering into and performing contracts of sale of product entered into by RONET Sp. zo.o., entered into the entrepreneurs’ register kept by the District Court of Bydgoszcz under number KRS 0000155240, (hereinafter referred to as “**RONET**”).

Within the meaning of the **GTS**, a contract of sale shall include also a contract of supply, Ronet shall be deemed also the supplier, and the purchaser shall include also the supply recipient.

Any general conditions of the Purchaser's sale are expressly excluded.

These **GTS** are an integral part of the trade agreement and apply to matters not expressly regulated in the trade agreement. These **GTS** do not apply to contracts with consumers.

Acceptance without objection of any letters or documents issued by Ronet, which contain a reference to **GTS**, is tantamount to acceptance of these conditions.

The person authorized to place an order is each employee of the Purchaser, unless the contract provides otherwise, or another person indicated by the Purchaser.

Article 2. Entry into the contract

2.1. The purchaser may place orders with Ronet in writing, by post, e-mail or fax to the following address: Ronet Sp. z o. o. ul. Starodworcowa 3B, 89-410 Więcbork, fax: (+48) 52 389 87 71, e-mail: zamowienia@ronet.com.pl. Orders can also be placed by phone at (+48) 52 389 87 77 and with the sales representative serving the region.

2.2. The order should contain: product name, product quantity, product dimensions, material selection, delivery date and place, and in the case of orders placed in writing, additionally, a legible signature of the person authorized to place the order.

2.3. Where a contract has not been entered into in writing, Ronet may request to have all or any of the contract’s provisions confirmed in writing, by setting an appropriate time-period for this purpose to the purchaser.

2.4. If the purchaser avoids such confirmation as well as in the event of a dispute between the parties as to the terms of their agreement, Ronet may refrain from performing the obligations under the contract until such time as a written agreement is reached or the disputed provisions are determined in a relevant final judgment.

2.5. In the event of any deficiencies or doubts as to the specification of the product type or technical characteristics, it is presumed that the contract was for Ronet standard products, described on the Ronet website or other Ronet materials made available to the Purchaser, with parameters that are closest to those negotiated, offers, counter offers, price inquiries or other pre-contract messages.

2.6. Sending the order is not tantamount to concluding the contract. The conclusion of the contract is confirmed by confirmation of the order by the person representing the Ronet Company.

Article 3. Information, advice and designs.

3.1. The Purchaser may use documents, information, calculations, drawings, models, programmes, designs, advice and other similar elements obtained from Ronet in relation to entering into or performing a contract with Ronet (hereinafter referred to "Information"), exclusively for the purpose of performing that contract with Ronet or using the products purchased under that contract. The purchaser shall, until such time as the contract is entered into and for ten years of its conclusion, store the Information so as to prevent access by third parties without purchaser control.

3.2. Ronet shall keep all copyrights, industrial property rights and other rights on intangible assets to all Information created in relation to entering into or performing a contract. Contract conclusion shall not be interpreted as granting a license or any other authorization to use such rights.

3.3. Where a contract has not been entered into, the purchaser shall return all Information received and remove all Information-related data from the media any data related to Information to prevent violation of the above provisions.

3.4. Ronet shall execute the springs based on designs, assumptions and other information supplied by the purchaser to Ronet prior to the contract's conclusion ("the guidelines"). The purchaser has the right to control the compliance of the product with the guidelines, while performing this control may not impede Ronet's operations. The purchaser is responsible for the fact that if the product is made according to the guidelines, third parties will not raise any claims on Ronet in this respect. Ronet is not obliged to verify the guidelines received.

3.5. In the event of a breach of any of the obligations set out above in this article, Ronet shall be allowed to request a contractual penalty amounting to one thousand Euros for each day of such breach's duration. Where the breach consists in a single event, the penalty shall be calculated for each month of such breach's duration.

Article 4. Assortment, quantity, value.

4.1. Number of products / goods and their mass is determined according to the theoretical weight (with a density of steel - 7850 kg / m³) or by the actual weight .

4.2. In the case of transactions regarding springs, spring products and wire elements made to order, RONET reserves the right to surplus or shortage of up to 10% of the ordered quantity.

4.3. Delivery of insufficient or excessive number of articles will be included in the total invoice.

Article 5. Delivery of the product to the purchaser

5.1. Release date of the product runs from the receipt by Ronet agreed advance payment of money and is 21 working days.

5.2. The time-period to deliver the product shall be suspended for as long as the parties make arrangements aimed at more detailed determination of or modifying the technical features, kind or number of the springs.

5.3. The time-period to deliver the product shall be extended as appropriate in the case of additional orders.

5.4. Ronet shall, at the delivery date, make the product available to the purchaser at Ronet's production plant (Ex Works Incoterms 2000).

5.5. The delivery deadline specified when confirming the order is an approximate date which is not a direct commitment of RONET. RONET will make every effort to implement the abovementioned delivery date. RONET reserves the right to change the date of delivery or carry out partial deliveries in case of events beyond its control (production equipment failure, delays in the supply of raw materials, weather events, road accidents and other circumstances not arising directly from the RONET's fault).

5.6. The PRODUCT shall be carried from RONET'S production plant at the purchaser's cost and risk. At the purchaser's request, RONET shall have a professional carrier carry the springs, against a refund of the costs for RONET; RONET shall then respect the purchaser's wishes as to the choice of the carrier.

5.7. RONET's duty to deliver the product shall be deemed performed upon their delivery to a professional carrier of goods for the purpose of the product being carried to such place as designated by the purchaser.

5.8. The risk of damage to or accidental loss of the product as well as other risks shall pass to the purchaser when the springs are delivered to the carrier. The products' insurance, if any, shall be the purchaser's responsibility as from that time.

5.9. Deliveries will be made based on conditions Incoterms 2010: ExW.

5.10. RONET shall remain the owner of the product until such time as it receives the whole of the price and a refund all refundable costs, including but not limited to carriage costs.

5.11. The person authorized to collect the goods is any employee of the Purchaser's company, unless the contract provides otherwise, or another person indicated by the purchaser.

5.12. Where the purchaser has not taken delivery of the product and has not done so during an additional time-period to take such delivery as set by RONET to the purchaser, RONET shall be allowed to sell them as scrap and shall apply the price so received, less the resulting costs including but not limited to those of storage and sale, towards the unpaid portion of the price owed by the purchaser.

5.13. Packaging:

The standard packaging method is cardboard / plastic packaging for the quantity specified in the order. All unit packaging and a special way of arranging products are subject to separate calculation.

Bulk packaging: wooden pallet and wooden pallet collar are not considered as ordinary packaging. If it is necessary to use pallets or pallets collars to properly secure the product during transport, unless the Recipient does not provide the appropriate packaging for exchange, at the latest by the time of the release of the goods by RONET, the Purchaser will be charged the cost of these packaging.

Article 6. Compliance of the goods with the contract.

Quantitative and qualitative complaints

6.1. The responsibility for checking compliance of the delivery with the order and invoice is on the Purchaser. After receiving the parcel, the purchaser checks its condition and compliance with the transport document by acknowledging its receipt. The receipt refers to the number of packages (i.e. the number of packages) according to the consignment note, excluding unchecked quantities of unit products and the assortment in collective packaging.

6.2. Quantitative complaints regarding unit pieces of the product / goods and assortment in collective packaging may be submitted by the Purchaser in writing within 2 (two) working days of delivery. The complaint should specify the reasons and contain a justification. Failure to file a complaint within the abovementioned deadlines means the loss of the right to submit a quantitative complaint.

6.3. In the event of any inconsistency between RONET's and Purchaser's confirmation, RONET's confirmation shall take precedence over confirmation by Purchaser.

6.4. At the time of delivery of the damaged parcel, the Purchaser and the Carrier are obliged to jointly draw up a damage report. The purchaser is obliged to inform RONET about the receipt of the damaged parcel and about the damage report preparation. The Purchaser after preparation should send the damage report to RONET within 2 days of delivery in writing, by e-mail or fax.

6.5. The purchaser shall examine the product immediately after their reception and make trial tests prior to their installation in the gate or other device in which they must remain according to their purpose.

6.6. RONET is solely responsible for the defects of the goods arising from causes inherent in this product and is not responsible for defects resulting from other causes, such as mechanical damage to the product, defects caused by improper design, use or storage of the goods, damage caused by random events.

6.7. The parties exclude RONET's liability under the warranty for physical and legal defects of the goods on the basis of art. 558 of the Civil Code.

7. Submission and processing the complaints.

7.1. All Purchaser's complaints are effective only if they are submitted to RONET in writing on the complaint printing used at the Seller. For effective submission, form should be stamped Ronet confirming the fact and date of the complaint. In the case of notifications via e-mail the complaint acceptance confirmation by the RONET's employee is required. Using the product in case of visible damage to the package causes a loss of rights complaint.

7.2. If RONET, within a week of the delivery date, does not receive purchaser written (not to be otherwise valid) reservations as to the number, quantity or quality of the product, then the springs shall be presumed to conform with the contract.

7.3. The Purchaser is obliged to allow RONET to inspect the complained product / goods, including sampling and technical tests, under pain of losing any warranty or guarantee claims.

7.4. RONET should consider the complaint and respond within 14 business days of receiving it, under pain of acceptance that the claim is valid.

7.5. If the complaint is justified, RONET will immediately remove the defects, and if this is impossible - will provide the product free from defects, unless the parties agree otherwise. Failure by RONET to perform these activities means that the Purchaser has the right to withdraw from the contract or request a reduction in the price of the product / goods.

7.6. If the RONET gives the Purchaser a guarantee for the delivered product / good, by handing him a separate guarantee document, he is obliged to remove the defect or provide the product / good free from defects, if these defects become apparent during the period for which the guarantee was granted.

Article 8. Price.

8.1. The prices as quoted by the parties are unit prices to be increased by Value Added Tax (VAT), customs duties and other similar levies, unless these are expressly included in the price amount.

8.2. In case of a doubt as to price determination, the parties shall be deemed to accept such springs prices as set out in the pricelists on Ronet's website or otherwise made available to the purchaser prior to the contract's conclusion. Lacking such criteria, the price shall be determined as the actual cost of purchase of materials and use of other production means needed to manufacture the product, plus a flat rate to cover fixed costs.

8.3. Where, as a result of an unforeseeable production means price increase or loss in the currency purchasing power between the time of price determination and the time of delivery of the springs, RONET would be likely to suffer material damage by performing the contract, RONET shall be allowed to increase the price in proportion to the change of the aforementioned elements. RONET shall transmit to the purchaser a relevant motivated calculation along with RONET's notice of such price increase. This right shall be vested in RONET prior to the time of springs delivery.

The purchaser shall be allowed to rescind the contract within a week of receiving the information of the price increase but not later than by the time of springs delivery. The parties shall be allowed to exercise the above rights prior to the lapse of two years of the day of contract conclusion. No right mentioned above shall exclude any rights arising out of law.

8.4. Within a week of the contract's conclusion, the purchaser shall make an advance payment covering the whole of the price. If the parties have agreed on a smaller advance payment, or advance payments are payable in portions, the whole of the price must be paid before the products are delivered. Within the meaning of the **GTS**, an "advance payment" includes also any portion of the price, prepayment as well as other amount paid or to be paid to RONET in relation to the price.

8.5. Where any advance payment (prepayment) or any price portion is not paid on time, RONET shall be allowed to refrain from performing its obligations until such time as it receives the outstanding payment. RONET may do so without setting any additional time-period.

8.6. Where RONET obtains credible information of the purchaser's threatened insolvency or insolvency, RONET shall be allowed, without setting an additional time-period, to suspend performance of the obligations under the contract until such time as:

- 1) the purchaser documents that the information of its threatened insolvency or insolvency is untrue, or
- 2) a payment covering the whole of the price is made.

8.7. Notwithstanding the foregoing, RONET shall be allowed to request collateral for the payment of the price portion that is not covered by an advance payment in the form of submission to enforcement directly out of a notarial deed, a promissory note provided with suretyship, bank suretyship, a bank guarantee, an insurance guarantee, a mortgage, or a pledge or lien. If such collateral is not provided within an appropriate time-period set for this purpose by RONET to the purchaser, RONET shall be allowed to refrain from performing its obligations until such time as the collateral is provided or an advance payment covering the whole of the price is paid.

8.8. Notwithstanding the foregoing, RONET shall be allowed to request the price to be paid regardless of the agreed payment times, where:

- 1) any amount due to RONET is not paid on time and has not been paid within an additional time-period set for this purpose by RONET to the purchaser;
- 2) the purchaser's insolvency or threatened insolvency has occurred;
- 3) purchaser assets have been attached within enforcement proceedings;
- 4) the purchaser business's activity has been suspended or actually discontinued;
- 5) the purchaser's liquidation has commenced, the purchaser no longer exists as a person or the purchaser has died.

8.9. Where successive advance payments are not paid on time, RONET shall be allowed to set to the purchaser an appropriate additional time-period to pay the outstanding amounts, and should such payment not be made within that time period, RONET shall be allowed to rescind the contract in whole or only to such extent as does not correspond to the advance payment already paid. RONET shall be allowed to exercise the above right within two years of the contract's conclusion.

Article 9. The parties' liability.

9.1. Ronet has the right to invoke force majeure if the contract cannot be performed in whole or in part, temporarily or permanently as a result of circumstances or events that cannot be attributed to his guilt or will, e.g. war, strikes, lockout, natural disasters, fire, explosion, untimely or defective fulfillment by a third party of its obligations to RONET, as well as unforeseeable any circumstances that prevent the supply of raw materials, auxiliary materials, intermediates or their production or delivery.

9.2. RONET shall be allowed to suspend performance of the obligations under the contract for an appropriate definite time, not exceeding six months, if it encounters obstacles in contract performance the overcoming of which is beyond RONET's control and the arising of which could not have been foreseen by RONET in the given circumstances. RONET shall give the purchaser forthwith notice of such obstacles.

9.3. In the event of such suspension the purchaser:

- 1) shall have the right to rescind the contract within a month of learning that suspension;
- 2) shall not be allowed to claim damages owing to non-performance or untimely performance of an obligation.

9.4. Each party's liability for a failure to pay a price, advance payment or portion of the same on time as well as for a failure to deliver on time shall be limited to the amount of statutory default interest as accrued on the amount of the price to which the failure relates, for the period of such failure. This limitation shall not apply to a failure caused intentionally.

9.5. In the event of actual faults or damage to the product, RONET is only liable if it can be proved that the fault or damage is due to error or negligence on the part of RONET. Unless otherwise specified in the unchanging rules of law, RONET shall not be liable for any loss of profits, time, margin or for other indirect losses incurred as a result of the above deficiencies and damage to the product.

9.6. RONET shall not be liable for damages resulting from overloading of delivered products, improper use of products or hydrogen embrittlement resulting from the process of applying the galvanic surface coating.

9.7. RONET will be happy to provide advice and help in calculations. In the case of special requirements as to the product or its use, this must be indicated in writing no later than when the order was placed. Under no circumstances may RONET be liable for the advice given or calculations provided because it cannot be considered as fully familiar with the systems, installations, forces, vibration frequency, etc. The purchaser bears full responsibility for the products ordered and used based on the granted advice and calculations provided.

9.8. RONET's liability for other cases of non-performance or inadequate performance of an obligation shall be limited to the price amount unless the non-performance or inadequate performance of the obligation has been intentional.

9.9. The contractual penalties shall be calculated separately for each case of breach. The duty to pay a contractual penalty shall not exclude the duty to redress in full any damage suffered by RONET.

9.10. Non-performance or inadequate performance of an obligation shall mean also lack of conformity of the goods with the contract.

9.11. Ronet liable for the commitments arising from these **GTS** only in relation to the Purchaser. No liability is accepted for complaints lodged by persons or entities that are not parties to this contract.

Article 10. Personal data

The administrator of personal data is Ronet Sp. z o.o. with its headquarter registered in Więcbork, ul. Starodworcowa 3B, phone: (52) 389 87 77, e-mail address: sekretariat@ronet.com.pl.

The data will be processed for the purpose of performance of the contract, its settlement and possible debt collection and redress. The processing is necessary for the performance of the contract (Article 6 paragraph 1 point b of the Personal Data Protection Regulation) as well as for possible recovery and redress, which is the legitimate interest of the data controller (Article 6 paragraph 1 point f of the Personal Data Protection Regulation). In addition, the data will be processed for marketing purposes, i.e. sending RONET information about new products, industry events and RONET's promotional activities. The legal basis for processing data to send this information will be RONET's legitimate interest, i.e. direct marketing. Providing data is a condition for the performance of the contract, and failure to do so will prevent its conclusion. The Purchaser may additionally agree in the framework contract to send commercial information by electronic means. The data will be processed for the duration of the contract, and after its termination until the expiration of any claims. If you agree to send commercial information by electronic means, the data will be processed until you withdraw your consent. RONET may involve external service providers for processing personal data on his behalf (e.g. entities providing accounting, distribution and IT support services). Each person has the right to request access to their personal data, rectification, deletion, restriction of processing and their transfer. Each person has the right to object to the processing of his personal data, including for marketing purposes, to lodge a complaint to the President of the Office for Personal Data Protection and withdraw consent at any time, without affecting the lawfulness of the processing that was carried out on the basis of consent before its withdrawal.

Article 11. Miscellaneous.

11.1. All of the **GTS** provisions shall apply to the parties' relations unless the parties have expressly excluded the application of certain provisions.

11.2. Where the **GTS** conflict with general terms or contract models applied by the purchaser, the RONET's **GTS** provisions shall prevail. If the general terms or contract models applied by the purchaser include a similar provision, the conflicting provisions shall not apply.

11.3. A purchaser claim hereunder cannot be assigned without RONET's consent, such consent not to be valid unless made in writing.

11.4. A party shall be allowed to address notices and communications to such postal addresses, e-mail addresses or telephone numbers of the other party as have been used in the process of contract conclusion, and the notices and communications so delivered shall be deemed duly given. The persons who have used such numbers or addresses on a party's behalf in relation to contract conclusion shall be deemed empowered to receive notices or communications under the contract on that party's behalf. Any change in this respect must be communicated to the other party in order to be effective. Notwithstanding the foregoing, notices and communications can be duly given at the given party's address as indicated in the relevant official register.

11.5. The contracts of sale shall be governed by Polish law. All disputes arising out of the contracts of sale or related thereto shall be resolved exclusively by the Polish courts, and the court that has jurisdiction over RONET's seat as of the time that the proceedings are initiated, shall be competent in this respect. These provisions can be validly departed from only in writing.

11.6. The **GTS** have been drawn up in Polish and English. In any case of discrepancy between the versions, the Polish one shall prevail; if, however, the seat of the purchaser's business that is relevant to the contract is located outside the Republic of Poland, the English version shall prevail.

Revision 2.

Więcbork 1 January 2019 r.