	<b>GENERAL SALES CONDITIONS</b>	Date of issue	13.05.2019
		Updated	n/a
		Issued by	Magdalena Szulc
		Approved by	Robert Kościński
		G4 P2	Issue 1

## 1. GENERAL PROVISIONS

The General Terms and Conditions of Sale (hereinafter referred to as GCS) form an integral part of the sales contracts and related contracts for the provision of services concluded between D & H Engineering Polska sp. O.o, and buyers of the products it offers, unless otherwise agreed. OWS are available to the Buyer before concluding the contract in writing at the headquarters of D & H or on the website [www.dhe.pl](http://www.dhe.pl). Amended arrangements between the parties agreed and confirmed in writing shall take precedence over the provisions of the GCS.

The terms used in the said GSC means:

*"Seller"* - D & H Engineering Polska sp. Z o.o, with registered office in Niezabyszewo, address: ul. Perłowa 13, 77-132 Niezabyszewo, entered in the Register of Entrepreneurs of the National Court Register under the number KRS 0000019376, NIP 842-15-98-743, REGON 771494835.

*"Buyer"* - a natural person running a business, a legal person, an organizational unit without legal personality.

*"Product"* - products, goods and services constituting the object of the Seller's statutory business and in the above scope covered by the Seller's commercial offer

*"Offer"*- a price offer prepared by D & H Engineering Polska for the execution of a certain number of products or services, valid for 30 days.

## 2. ORDERS

2.1. Before placing the first order, the Buyer is obliged to deliver to the Seller (via mail, email or in person) the following documents:

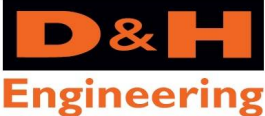
- a copy of the current extract from the National Court Register / entry to EDG
- a copy of the document giving the tax identification number
- copy of the certificate with the REGON number

2.2. Placing an order by the Buyer means that the Buyer accepts the OWS of the Seller.

2.3. A condition for an effective conclusion of a sales contract is placing an order by the Buyer in the form of an e-mail to the following address: [orders@dhe.pl](mailto:orders@dhe.pl) or [ordersUK@dhe.pl](mailto:ordersUK@dhe.pl) and written confirmation of the order by the Seller. The Seller confirms the acceptance of the order for execution within 2 business days in writing (in the form of an e-mail). Simply placing an order before confirming it does not bind the Seller.

2.4. The order must contain the following information:

- detail code,
- Resistance of a detail
  
- unit price (consistent with the prepared offer of the Seller),
- amount (in the unit of measurement specified in the offer),
- place and conditions of INCOTERMS 2010 shipment / receipt of goods,
- the number of the Seller's offer to which the order refers.

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2.5. The Seller shall take into account the deadline / delivery dates proposed by the Buyer depending on the availability of the raw material, the processing capacity of the Seller's production lines and external suppliers. If any ordered products can not be delivered in the time proposed by the Buyer, the Seller specifies the date / time of delivery of products or individual batches of products in the Order Confirmation.

2.6. Cancellation of the order by the Buyer is allowed in exceptional situations after prior written determination of the terms of canceling the order with the Seller. The Seller informs the Buyer about the progress of the contract (raw material purchase, production plan, production) and reserves the right to charge the Buyer with the actual costs that have arisen until the moment of its cancellation -not greater than the value of the order.

2.7. The Seller is not responsible for the delay in the completion of the order if the delay results from the following circumstances:

- a) force majeure within the meaning of point 7 below
- b) events for which the Buyer is responsible.

### 3. PRICE AND PAYMENT TERMS

3.1. All orders placed with the Seller must comply with the offer provided to the Buyer (via electronic means).

3.2. Prices quoted by the Seller are net prices, to which VAT will be added at the rates applicable on the day of invoice issue.

3.3. Prices quoted in the offer are valid for 30 days from the date of sending the offer to the Buyer. The offered prices may change after the above-mentioned period, as well as during cooperation due to market fluctuations.

3.4. The buyer is obliged to pay the amount due for the sale of the goods on the date indicated on the invoice. If not specified in a separate contract, the payment deadline is 21 days from the date of invoice. If the amount due is not paid on time, the Seller reserves the right to discontinue the delivery of goods to the Buyer and suspend the execution of orders already accepted.

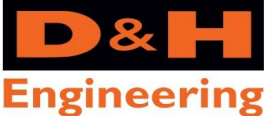
3.5. Filing a complaint does not release the Buyer from the obligation to pay for the goods within the set time limit.

3.6. It is acceptable to settle mutual debts and liabilities of the Seller and the Buyer in the form of a compensation, but this requires mutual written consent.

3.7. If the Buyer does not reserve a different form - invoices will always be sent by e-mail, to the address indicated by the Buyer.

### 4. DELIVERY TERMS & CONDITIONS

4.1. Product prices include standard packaging (carton or pallet with top-up together with fillers to prevent products from moving during transport). If the buyer requests a packaging other than standard, he will be required to bear the resulting costs. The Buyer may provide the Seller with its packaging - after informing the Seller.

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4.2. The seller is liable for the transported goods in accordance with the specified conditions in Incoterms 2010. If not specified in a separate contract, the transport will be carried out on EXW (ex Works) terms.

4.3. The place of release of products on EXW terms is the warehouse at the Seller's headquarters or at its branches. In the offer (prepared by the Seller), the Buyer will be informed about the place of receipt of products.

4.4. If the Buyer extends the set delivery date or in the case of non-acceptance of the goods, the Seller has the right to charge the Buyer with the costs of organized transport and storage costs

## 5. OWNERSHIP RIGHT

5.1. The Seller reserves that the ownership of the sold product will pass to the Buyer only at the moment of payment of the entire price to the Seller.

5.2. The risk of loss or damage of the product passes from the Seller to the Buyer when the product is loaded in the Seller's warehouse for the car of the Buyer or the carrier providing the Buyer with the transport service. If the Seller provides the Buyer with a transport service, the risk of loss or damage of the product passes from the Seller to the Buyer when the product is delivered to the place of destination.

5.3. Loss or damage to a product already issued to the Buyer or already delivered by the Seller to the place of destination does not release the Buyer from the obligation to pay for the product sold.

## 6. GUARANTEE AND SALES CONDITIONS

6.1. The Seller gives a guarantee as to the quality of delivered products in the scope of defects and finishing defects found during the warranty period and reported to the complaint within the prescribed time.

6.2. The warranty period, unless the contract states otherwise, is 12 months from the date of sale.

6.3. Complaints regarding corrosion on details may only be taken into account when the details are handed over to the Buyer. After this period, any claims related to corrosion will not be taken into account due to the Seller's lack of influence on the conditions of storage with the Buyer.

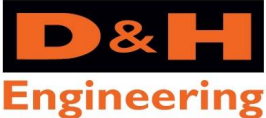
The seller is responsible for the anti-corrosion protection of parts in accordance with the requirements of the Buyer.

6.4. Complaints regarding defects and faults arising during the warranty period, within the scope covered by the warranty resulting from defects in the product, must be submitted in writing within 14 days of their discovery, under pain of losing any claims against the Seller.

6.5. Visible damage and defects must be notified in writing (by email, by post) by the Buyer to complaints no later than on the day of receipt of the product, remaining within 30 days from the date of receipt of the goods. After the above dates, complaints will not be considered, except for those covered by the warranty.

6.6. A complaint must contain the following information:

- the number of the delivery document and the date of delivery or the box number on each packaging,
- a photo of the defective goods and markings on it (if it is placed),

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- description of defects and faults.

A complaint should be sent to the following e-mail addresses: [orders@dhe.pl](mailto:orders@dhe.pl) or [ordersUK@dhe.pl](mailto:ordersUK@dhe.pl)

6.7. The Seller is not liable under the warranty if:

- a) The buyer has processed the product,
- b) defects in the goods were created during transport from the Seller's warehouse to the place of receipt of the product by the Buyer,
- c) product defects occurred during its unloading,
- d) The Buyer has repaired the product without the Seller's written consent.

6.8. After submitting the complaint, the Buyer is obliged to treat the delivered goods with due diligence until the Seller chooses the method of removing the defect and the manner of handling the defective product. The seller is obliged within 14 business days to resolve the complaint and inform about the result of the settlement of the buyer.

6.9. If the complaint is accepted, the Seller shall replace the defective product with the one free of defects at its own expense on the date agreed with the Buyer or return the value of the defective product to the Buyer.

6.10. All other claims should be submitted in writing to the email address: [orders@dhe.pl](mailto:orders@dhe.pl) or [ordersUK@.pl](mailto:ordersUK@.pl)

6.11. The Seller does not agree to cover the additional costs of the complaint. administrative costs and fees, if they are not previously discussed and approved by the Seller at the stage of determining the terms of cooperation or at the stage of their creation / due date.

## 7. FORCE MAJEURE

7.1. The Seller is not responsible for non-performance or improper performance of his / hers obligations if it resulted from circumstances caused by force majeure.

7.2. Force majeure is understood as extraordinary circumstances, unexpected, independent of the Seller, created as a result of external forces, which could not be foreseen, analyzing and considering all circumstances of the case, as well as an event that could not be prevented by known, normally used methods, in particular: cataclysm, flood, fire, war, general or partial strike, non-culpable disruption in the operation of the Seller's plant, unforeseen failure of the Seller's production line, unavailability of raw materials independent of the Seller, or extraordinary weather conditions.

## 8. FINAL PROVISIONS

8.1. In matters not covered by these GTCs, only the applicable provisions of Polish Law, EU Law and the Civil Code shall apply.

8.2. In the event of a potential dispute, the Seller and the Buyer undertake to make every effort to amicably resolve them through direct negotiations. If it is not possible to resolve the dispute amicably, the competent court will be the common court competent for the seat of the Seller.

8.3. These GTCs enter into force on 01/06/2019.