	GENERAL TERMS AND CONDITIONS	Date of issue	13.05.2019
		Updated	23.07.2023
		Issued by	Magdalena Szulc
		Approved by	Robert Kościński
		G4 P2	Issue 2

1. GENERAL PROVISIONS

The General Terms and Conditions of Sale (hereinafter referred to as "GTC") constitute an integral part of sales agreements and related service agreements concluded between D&H Group company and purchasers of its offered products, unless otherwise specified in these agreements. The GTC is available to the Buyer in writing at the registered office of D&H or on the website www.dhe.pl before entering into the agreement. Any amended provisions agreed upon and confirmed in writing by both parties shall take precedence over the provisions of the GTC.

The terms used in these GTC shall mean:

"Seller":

D&H Engineering Poland Ltd., with its registered office in Niezabyszewo, address: ul. Perłowa 13, 77-132 Niezabyszewo, entered into the National Court Register under the KRS number 0000019376, Tax Identification Number (PL-NIP) 842-15-98-743, National Business Registry Number (PL-REGON) 771494835.

or

D&H Engineering Ltd. Great Central Street Units 36-38, LE1 4JT Leicester, Registered No. 02721894 England, VAT reg no. 565796874

or

D&H Manufacturing Poland Sp. z o.o. with its registered office in Niezabyszewo, address: ul. Perłowa 13, 77-132 Niezabyszewo, entered into the National Court Register under the KRS number 0000924790, Tax Identification Number (PL-NIP) 842-16-99-705, National Business Registry Number (PL-REGON) 22042752100000.

"Buyer" - a natural person conducting business activity, a legal person, or an organizational unit without legal personality.

"Product" - products, goods, and services forming the subject of the Seller's statutory business activities and covered by the Seller's commercial offer.

"Offer" - a price offer prepared by D&H Group company for the execution of a specified number of products or services, valid for 30 days.

2. ORDERS

2.1 Before placing the first order, the Buyer is required to provide the Seller (via mail, email, or in person) with the following documents:

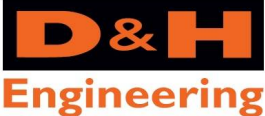
A copy of the current excerpt from the National Court Register (PL-KRS) or entry in the Central Register and Information on Economic Activity (PL-EDG).

A copy of the Tax Identification Number (PL-NIP) document.

A copy of the National Business Registry Number (PL-REGON) certificate.

2.2 Placing an order by the Buyer implies acceptance of the Seller's General Terms and Conditions (GTC).

2.3 The effective conclusion of a sales agreement requires the Buyer to submit the order in the form of an email to orders@dhe.pl (for D&H Poland) ordersuk@dhe.pl (for D&H UK) or to the contact person's address and obtain written order confirmation from the Seller. The Seller confirms the acceptance of the order for processing in writing (via email) within 2 business days. Placing an order before receiving the confirmation does not bind the Seller.

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2.4 The order must include the following information:

- part code.
- part revision.
- unit price (according to the Seller's prepared offer).
- quantity (in the unit of measure stated in the offer).
- place of delivery and conditions of INCOTERMS 2010 for shipping/receiving goods.
- the reference number of the Seller's offer related to the order.
- other Buyer's instructions specified during the quotation stage.

2.5 The Seller will consider the delivery dates proposed by the Buyer, subject to the availability of raw materials, production capacity of the Seller's production lines, and external suppliers. If any ordered products cannot be delivered within the proposed Buyer's timeframe, the Seller, in the Order Confirmation, specifies the delivery date(s) for the products or individual batches.

2.6 Cancellation of an order by the Buyer is permitted in exceptional situations, subject to prior agreement on the cancellation terms with the Seller. The Seller informs the Buyer **about** the progress of order fulfilment (raw material purchase, production plan, production) and reserves the right to charge the Buyer for actual costs incurred up to the moment of cancellation, not exceeding the order value.

2.7 The Seller is not liable for delays in order fulfilment if the delay results from the following circumstances:

- a) Force majeure as defined in point 7 below.
- b) Events for which the Buyer is responsible.

3. PRICE AND PAYMNET TERMS

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

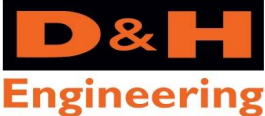
3.2 The prices provided by the Seller are net prices, to which value-added tax (VAT) will be added according to the rates applicable on the date of invoice issuance.

3.3 The prices quoted in the offer are valid for 30 days from the date of sending the offer to the Buyer. Offered prices may change after the mentioned period and during the collaboration due to market fluctuations.

3.4 The Buyer is obliged to make payment for the sold goods within the period indicated on the invoice. If not specified in a separate agreement, the payment term is 21 days from the date of invoice issuance. In case of non-payment within the set period, the Seller reserves the right to suspend deliveries of goods to the Buyer and withhold the fulfilment of already accepted orders.

3.5 Raising a complaint does not exempt the Buyer from the obligation to make payment for the goods within the specified term.

3.6 The settlement of mutual debts and obligations between the Seller and the Buyer by way of compensation is permissible, but requires mutual written consent.

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3.7 Unless the Buyer specifies otherwise, invoices will always be sent electronically via email to the address provided by the Buyer. If no information about the designated address is provided, the invoice will be sent to the person placing the order.

4. DELIVERY TERMS & CONDITIONS

4.1 The prices of the products include standard packaging (carton or pallet with a top cap and fillers to prevent product movement during transport). If the Buyer requests packaging different from the standard, they will be responsible for the resulting costs. The Buyer may provide their own packaging to the Seller after prior notification.

4.2 The Seller is responsible for transporting the goods according to the terms specified in Incoterms 2010. If not specified in a separate agreement, the transport will be carried out on EXW (ex-Works) terms.

4.3 The place of delivery of products on EXW terms is the warehouse at the Seller's headquarters or its branch in Gdańsk, located at ul. Słowackiego 199 A, 80-298 Gdańsk or UK plant: D&H Engineering Ltd. Great Central Street Units 36-38, LE1 4JT Leicester. In the offer prepared by the Seller, the Buyer will be informed about the place of product pickup.

4.4 If the Buyer extends the agreed delivery date or in case of non-acceptance of the goods, the Seller has the right to charge the Buyer for the organized transportation costs and warehousing expenses.

5. OWNERSHIP RIGHT

5.1 The Seller reserves the right that the ownership of the sold product will only transfer to the Buyer upon full payment of the price to the Seller.

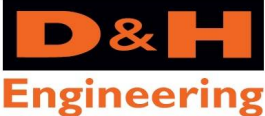
5.2 The risk of loss or damage to the product passes from the Seller to the Buyer at the moment of loading the product onto the Buyer's vehicle or the carrier providing transportation services to the Buyer, in the Seller's warehouse. If the Seller provides transportation services to the Buyer, the risk of loss or damage to the product passes from the Seller to the Buyer upon delivery of the product to the designated destination.

5.3 The loss or damage to the product already handed over to the Buyer or already delivered by the Seller to the designated destination does not exempt the Buyer from the obligation to pay for the sold product.

6. GUARANTEE AND SALES CONDITIONS

6.1 The Seller warrants the quality of the delivered products concerning defects and finishing faults found during the warranty period and reported within the specified timeframe.

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

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6.3 Claims regarding corrosion on parts can only be considered if the parts are made available to the Buyer. After this period, any claims related to corrosion will not be considered due to the Seller's lack of control over the storage conditions at the Buyer's premises. The Seller is responsible for corrosion protection of the parts according to the Buyer's requirements.

6.4 Claims for defects and faults arising during the warranty period, covered by the warranty and resulting from inherent product flaws, must be submitted in writing within 14 days from their discovery, under penalty of losing any claims against the Seller.

6.5 Visible damages and defects must be reported in writing (via email or by post) by the Buyer for complaints no later than on the day of product receipt, and other damages within 30 days from the date of goods receipt. After these deadlines, complaints will not be considered, except those covered by the warranty.

6.6 The complaint notification must include the following information:

- Delivery document number and delivery date or box number, indicated on each package.
- Photo of the faulty goods and their markings (if any).
- Description of the defects and faults.
- The complaint notification should be sent to the email address: orders@dhe.pl (for D&H Poland) ordersuk@dhe.pl (for D&H UK), or to the address of the person who placed the order or to the dedicated Customer Service address.

6.7 In case of discrepancies in the quantity delivered by the Seller to the Customer, the document confirming the discrepancy is the Customer's prepared Protocol of Discrepancy in Delivery (or email notification), specifying:

- Code.
- Quantity as per the delivery document.
- Physically observed quantity.
- Seller's delivery document or invoice number.

The Seller processes the information about discrepancies in the delivery within 14 days from the delivery date. After this period, no claims will be recognized.

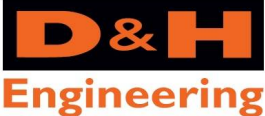
6.8 The Seller is not liable under the warranty in the following cases:

- a) The Buyer has processed the product.
- b) Defects occurred during transport from the Seller's warehouse to the place of product receipt by the Buyer.
- c) Defects occurred during unloading.
- d) The Buyer has repaired the product without written consent from the Seller.

6.9 After filing a complaint, the Buyer is required to handle the delivered goods with due care until the Seller decides on the method of defect removal and further actions with the faulty product. The Seller is obliged to resolve the complaint within 14 business days from the date of receiving the complaint and inform the Buyer about the resolution.

6.10 In case of accepting the complaint, the Seller will replace the faulty goods with defect-free ones at its own cost within the agreed timeframe or refund the value of the faulty goods to the Buyer.

6.11 All other claims should be submitted in writing to the email address: orders@dhe.pl (for D&H Poland) ordersuk@dhe.pl (for D&H UK)

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6.12 The Seller does not agree to cover additional complaint costs, i.e., administrative costs, unless they have been previously discussed and approved by the Seller during the cooperation agreement negotiations or at the time of their occurrence and enforceability.

7. FORCE MAJEURE

7.1 The Seller shall not be liable for non-performance or improper performance of its obligations if it arises from circumstances caused by force majeure.

7.2 Force majeure refers to extraordinary, unexpected circumstances beyond the control of the Seller, resulting from external forces that could not have been foreseen, taking into account all circumstances of the matter. It also includes events that could not have been prevented by known, commonly used methods, particularly natural disasters, floods, fires, wars, epidemics, pandemics, general or partial strikes, unforeseen disruptions in the operation of the Seller's facility, unforeseen breakdown of the Seller's production line, unforeseen unavailability of raw materials independent of the Seller, or extraordinary weather conditions.

8. FINAL PROVISIONS

8.1 Matters not regulated in these General Terms and Conditions shall be governed solely by the applicable laws of Poland, the European Union, and the Civil Code.

For D&H Engineering Ltd. Great Central Street Units 36-38, LE1 4JT Leicester matters not regulated in these General Terms and Conditions shall be governed solely by the applicable laws of UK.

8.2 In the event of any dispute, the Seller and the Buyer undertake to make every effort to resolve it amicably through direct negotiations. If an amicable resolution is not possible, the competent court for resolving the dispute shall be the general court with jurisdiction over the Seller's registered office.

8.3 These General Terms and Conditions come into effect on 1st August 2023.