



## **GENERAL TERMS AND CONDITIONS OF SALE**

### **I. DEFINITIONS**

1. The term "Terms" means these General Terms and Conditions of Sale.
2. The term "commodity" mean **power generators**, agrovolts, water pumps, spare parts and accessories for aggregates, agrovolts and pumps, as well as other electrotechnical accessories and items being subject of the sale performed by the Seller.
3. The term "Seller" mean FOGO sp. z o.o. based in Wilkowice.
4. The term "Buyer" mean each domestic or foreign entity (legal, natural person) making purchases of commercial goods from the Seller.
5. The term "Party" means the Seller or the Buyer, and the term "Parties" means the Seller and the Buyer together.

### **II. GENERAL PROVISIONS**

1. These Terms apply to the Parties for all transactions, regardless of their subject, and in particular apply to each sale transaction and each delivery of commercial goods made between the Seller and the Buyer.
2. Terms or provisions of contracts between the Parties that are inconsistent with these Terms shall not be binding on the Seller, even if they have not been explicitly negated by the Seller. Such conditions bind the Seller, provided that he agrees in writing to regulate the mutual rights and obligations of the Parties differently from these Terms. In particular, the acceptance or application of any general conditions of the Buyer's purchase or other conditions or documents of a similar nature is excluded, including signing by the Seller the order confirmation or any other documents referring to such conditions.

### **III. CONCLUSION OF AN AGREEMENT**

1. Catalogues, price lists and other information addressed to customers do not constitute an offer within the meaning of the provisions of the Civil Code.
2. The sales representatives of the Seller act only within the limits of the powers of attorney granted to them. The Seller is not responsible for the actions of the Sales Representative exceeding the scope of the power of attorney granted to him.

### **IV. DELIVERY**

1. Orders are considered valid if placed on official FOGO prints available on the website [www.fogo.pl](http://www.fogo.pl) or on other form if it clearly indicates all information necessary for the Seller.
2. The order should specify any non-standard assembly conditions and the placement of the goods. Failure to provide non-standard assembly conditions and the placement of the goods or the actual occurrence of such conditions for a given product excludes the warranty and releases the Seller from liability for exceeding the deadlines.
3. Delivery dates will be determined by the Seller in the order confirmation of the Buyer or the Seller's offer, but the terms are non-binding estimates, and for the Seller. The Seller will make every effort to make deliveries on agreed dates, however, meeting the deadlines will depend on the timely fulfillment of the contractual obligations by the Buyer, including the deadline for accepting the offer or submitting a valid order and providing information necessary to perform the order and timely performance of the obligations of contractors or sub-suppliers Seller serving the implementation of the contractual obligation



undertaken by the Seller towards the Buyer. Any changes reported or required by the Buyer may result in extension of the deadlines. Goods are considered to be delivered on time if they are transferred to the first carrier or when they are declared ready for shipment before the agreed delivery date at the Seller's factory.

4. Unless the Parties have agreed otherwise in detailed provisions, the delivery period shall run from the day the Seller receives the agreed advance payment or down payment, and if no prepayment has been agreed, from the date of delivery to the Buyer of the Seller's confirmation of acceptance of the order for execution.

5. In case that the Buyer does not indicate the place of delivery, the deadline is considered met if the goods were prepared for delivery on the indicated day.

6. The Seller shall not be liable for failure to meet the delivery date, if the reason for the failure to meet the deadline was force majeure or other circumstances beyond the Seller's control, in particular in the case of: refusal to accept the delivered goods, when the conditions enabling the commencement or continuation of assembly works are not guaranteed (this applies in particular to condition of the rooms in which the Equipment will be installed) or if it is impossible to connect the goods to the electrical system. Until the obstacle ceases, the Seller may suspend or limit the delivery, or may withdraw from the contract if the reason for non-compliance with the deadline is longer than 7 days. The seller may exercise the right of withdrawal within 12 months of the date of delivery.

7. The Seller shall not be liable for delay in the performance of the subject of the contract in case the Buyer introduces changes to the subject of the contract affecting the time of production, assembly or commissioning of the goods, the non-performance of the Buyer's obligations or in case of other circumstances attributable to the Buyer.

8. In the case of suspension or limitation of delivery, the delivery period shall be suspended, as to all or part of the delivery covered by the suspension, until the obstacle has ceased.

9. The Seller reserves the right to process the order up to 90 days after the deadline.

10. In none of the above-mentioned circumstances it is considered that the Seller has not performed or improperly performed any obligation and does not grant the Buyer the right to claim damages or contractual penalties.

11. Each delivery may be partially executed by the Seller. Specification of the quantity, type or the term of the goods delivered partly belongs to the Seller.

12. In the case of a binding cooperation agreement between the Parties regarding regular supplies, each individual delivery shall be treated as a separate sale agreement. The provisions of these Terms and Conditions shall apply accordingly to each such separate sales contract.

13. If the Seller is delayed in the implementation of one of the deliveries or if its implementation becomes impossible, the Buyer may terminate the contract in the scope of other deliveries, but without the right to claim compensation for damages as incurred as a result of the Seller's failure to carry out the delivery.

14. If delivery is delayed for reasons attributable to the Buyer, the Buyer has not provided the place of delivery, the Buyer is not ready to collect the goods or if the goods are not collected by the Buyer in a timely manner, the Seller has the right to store the goods at Buyer's risk without any liability, to change to the delivery terms EXW Wilkowice Incoterms 2010, invoice the goods according to EXW Wilkowice Incoterms 2010 and charge the Buyer with storage costs, starting from the date of notification of readiness for shipment. If storage takes place in the Seller's warehouses, the storage costs are:

- a) in the case of aggregates for which the payment is set in PLN: 0.1 PLN net for each KVA of aggregate power per day (example: for 100 KVA aggregate - 10 PLN net for each day of storage),
- b) in the case of aggregates for which the payment is fixed in EUR: EUR 0.025 net for each KVA of aggregate power per day,



- c) for goods other than aggregates: storage costs 0.01% of the net invoice value for each day of storage.

The Seller has the right to set a next pickup date, and after this date has the right to withdraw from the contract and sell or freely dispose of the goods. The Seller may charge the Buyer for withdrawing from the contract a contractual penalty of 30% of the gross order value. The sale or other disposal of the goods does not release the Buyer from the obligation to pay the Seller the charge for storage. The Seller may exercise the right of withdrawal within 12 months of the last scheduled collection date.

## **V. SHIPMENT, ACCEPTANCE, PREPARING FOR ASSEMBLY**

1. Unless otherwise agreed by the Parties, transport takes place on the basis of EXW Wilkowice according to Incoterms 2010. The Buyer is obliged to organize and pay for transport and loading by himself and bears the risk of transport and loading at the Seller's headquarters.
2. If the customer wants to collect or collects the goods himself, it takes place on the basis of EXW Wilkowice according to Incoterms 2010.
3. In the case of delivery via a freight forwarder or carrier, the risk of accidental loss or destruction of the goods shall pass to the Buyer at the time the Seller releases the goods to the forwarder or the carrier. The Seller shall not be liable for any losses or shortages in the goods itself as well as in its packaging arising after that moment.
4. At least 7 business days before the Seller sends the goods, the Buyer may report the need for a special packaging method, type of packaging or means of transport. If they differ from the standard used by the Seller - this is additionally payable by the Buyer. If the Buyer does not specify the packaging method, type of packaging or means of transport to be used within the time indicated above, the Seller may freely, with due diligence, choose the method of packaging, type of packaging and means of transport and send the goods to the Buyer.
5. If the Parties have foreseen final acceptance, the following provisions shall apply. If the Buyer does not proceed to final acceptance twice or fails to appear for final acceptance, the Seller shall be entitled to independently make the final acceptance and sign a one-sided final acceptance protocol, which will be equivalent in effect to the final acceptance protocol signed by both Parties. Minor defects or defects that do not affect the functionality or safety of the Devices do not constitute grounds for refusing final acceptance and signing the final acceptance report. In the absence of disclosed defects or defects significantly affecting the functionality or safety of the Equipment, the Buyer and Seller are obliged to sign a defect-free acceptance report. The date of completing assembly and commissioning is the date of notification of the completion of these works, subject to the subsequent final acceptance of the subject of the Agreement confirmed by the final acceptance protocol signed on both sides.
6. Unless the Parties agree otherwise, in the event of sale of goods intended for stationary use, the Buyer undertakes on its own and at its own expense to:
  - a) the physical presence of the Buyer's representative on delivery, assembly, commissioning and collection of the goods,
  - b) ensuring unloading at the place of delivery and submission of the goods in the appropriate rooms referred to below or directly at the place of assembly,
  - c) ensuring rooms secured against access by third parties for storing components of goods, auxiliary materials and tools, ensuring their storage in safe conditions and ensuring proper storage conditions, as well as to ensure the protection of the premises in which assembly is to be carried out,
  - d) checking the quality of the delivered goods regarding any visible damage to the goods and informing the Seller in writing about the detected damages within 24 hours of delivery. No such notification shall be deemed as no objection,



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- e) providing the Seller with the utilities necessary for the performance of the contract, including electricity, water and a cloakroom with access to sanitary facilities,
- f) make arrangements with the power plant and obtain the required permits,
- g) transferring the premises to the Seller for assembly in a condition enabling performance of the contract, no later than 3 days before the planned commencement of assembly works,
- h) preparation of the place of foundation of the goods and the existing installation for its assembly and start-up, including for performing all necessary construction and locksmith works as well as preparation of all necessary electrical installations (together with the "box" to which the goods will be connected),
- i) final acceptance of works.

The Parties may agree that part of the works indicated above will be commissioned to the Seller or Agregaty S.A. based on a separate order or contract.

## **VI. PRICES**

1. Unless the Parties expressly agree otherwise, the prices given in the price lists, offers, confirmations are prices expressed in PLN (domestic sales) or EUR (sales outside Poland) and are net prices (excluding VAT). If the applicable VAT rates change, the gross price will change. VAT will be added to each net price, which the Buyer is obliged to pay together with the net price.
2. The prices of Goods specified are for a standard device construction, in accordance with the current offer of the Seller. Additional technical solutions may be used, if they are technically possible, for an additional fee paid by the Buyer and after obtaining the consent of the Seller.
3. The price for stationary aggregates does not include delivery costs. The price for portable aggregates, agrovolts and pumps includes delivery costs to the distributor; this price does not include delivery costs when:
  - a) the goods are delivered outside of Poland, or
  - b) the goods are not to be delivered to the registered address of the Buyer's registered office.
4. If the goods are not to be delivered to the registered address of the Buyer, in particular when they are to be delivered to the address of the final customer indicated by the Buyer, the Buyer shall bear the additional costs of the logistics service (for transport costs, preparation of the shipment, adjustment of the specific address) according to the prices given by the Seller. Devices that are sold for export outside of Poland are subject to the Buyer's own pickup.
5. The Seller does not provide the possibility of personal collection of goods for mobile devices in domestic sales.
6. The price does not include unloading products and placing them in the room. The price also does not include vertical transport in the room.
7. If the price is given as the equivalent of a certain amount expressed in a foreign currency, and the currency is devaluated after the Seller sends the order confirmation, the delivery price increases in proportion to the devaluation.
8. The price after the order and the conclusion of the contract may change in the event of a gross change in the price of semi-finished products, e.g. engines or accompanying services, e.g. freight forwarding, in the event of force majeure or economic crises. In the event of a price change, the Seller shall inform the Buyer in writing.
9. In the case of stationary aggregates, the contract does not cover and the price does not include the costs of the following works / parts: foundation, anchoring, starting fuel, cables and cable terminals, designs and arrangements with the power plant, forging, digging, construction works and foundations, installations connection and additional.



## **VII. PAYMENTS**

1. Invoices issued by the Seller shall become due and payable within the period specified on the invoice. The date of payment shall be the date of payment made in cash, a confirmed check or the day on which the payment amount is credited to the Seller's account; however, payments are considered to have been made only in the event that they are made in full.
2. If the payment date falls on a non-working day, payment may be made the next business day.
3. The invoice shall also be considered as a first request for payment.
4. Any advance payments or prepayments made by the Buyer shall not constitute an advance payment within the meaning of the Civil Code, unless the Seller confirms in writing the specific payment in advance as a deposit.
5. If the agreed payment terms are exceeded, the legal consequences of the delay (failure to comply with the payment) can be made without notice.
6. If the Buyer delays the payment of one or several amounts due, the Seller may refrain from performing his contractual obligations (which extends the term of the contract) or make the performance of further deliveries subject to payment or providing the Buyer with security for such amounts. The seller may also withdraw from the contract with immediate effect if the lack of payment lasts longer than 14 days. In this situation, all obligations of the Buyer towards the Seller shall become due immediately on the day of withdrawal by the Seller. The Seller may exercise the right of withdrawal within 12 months of the date of payment.
7. The Seller shall not bear any negative consequences of performing the contractual obligations later than provided for in the contract, if this is caused by the Buyer's delay in payments.
8. In settlements between the Parties, the application of any mutual deductions is excluded.

## **VIII. DISCLAIMER OF OWNERSHIP**

1. Goods delivered to the Buyer remain the property of the Seller until the Buyer pays the entire sale price.
2. In the case of any claims being made to the Buyer by third parties in relation to the goods owned by the Seller, the Buyer shall immediately notify the Seller thereof, send the content of the claim to the Seller and take all measures to protect the rights of the Seller. In the case of negligence of any of the above obligations, the Buyer shall be liable for damages to the Seller.
3. If the Buyer has delayed payment of all or part of the payment for the goods, he is obliged, at the request of the Seller, to immediately and unconditionally return the delivered goods to the Seller in full.
4. The request for returning the goods or collecting the goods by the Seller shall not, unless the Parties have agreed otherwise, withdraw from the contract of sale, and shall only constitute a guarantee that the Buyer will fulfill its obligations towards the Seller. The Seller may also withdraw from the contract if he has requested a return of the goods or has received the goods, and has not received payment from the Buyer within 14 days of the request to the Buyer for payment. The Seller may exercise the right of withdrawal within 12 months of the date of payment.
5. The costs of delivery (return) of the goods to the Seller shall be borne by the Buyer.

## **IX. RESPONSIBILITIES OF THE PARTIES**



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1. The Buyer is responsible for the correctness and completeness of the data contained in the order or in the documentation provided by the Buyer to the Seller.
2. If the Parties agreed in writing to deliver products or materials that do not meet Polish Standards or other technical standards or security, the Seller is not liable for any resulting damages.
3. The Buyer is responsible for the possibility and correct use and effects of the use of goods supplied by the Seller in specific construction solutions and final products of the Buyer, even if the Seller was involved as an advisor or consultant in the preparation of the Buyer's design and final product.
4. The Seller is responsible for the possibility and correct use of his goods in specific solutions and final products of the Buyer only if this is clearly due to written arrangements between the Parties. The Seller shall not, however, bear the above-mentioned responsibility if the Buyer has not followed the Seller's explicit instructions, recommendations or instructions.
5. The Seller shall not be liable to the Buyer for defects of the product or goods made by the Buyer with the use of goods delivered by the Seller.
6. The Seller shall not be liable for installations and materials used for its execution by the Buyer or third parties.
7. The Seller is not responsible for installations, materials, machines or other parts with which the goods will be connected or will cooperate. The Seller is not responsible for the incorrect operation of the goods, if it is caused by improper connection to the electrical installation or if the goods are incorrectly selected for the powered installation. The Seller is not responsible for the malfunction of the goods if it is caused by the malfunction of the installation, the Buyer or a third party with whom the Seller's goods will be combined or cooperate.
8. The Seller shall not be liable to the Buyer for any damage, lost profits, loss of profit, loss of use, loss of production, loss of contracts or for any other direct, indirect or consequential damages which the Buyer may incur or suffered. The Seller's total liability for the implementation of a specific order is limited to the gross value of the order. The above limitations of liability are not applicable to damage caused by the Seller intentionally.

## **X. GUARANTEE, WARRANTY, COMPLAINTS**

1. The Seller grants a warranty for the goods sold under the terms set out in these Terms and the warranty card issued together with the equipment, however in the event of non-compliance of the card and the provisions of these Terms, these Terms shall prevail. Notwithstanding the foregoing, no warranty card means no warranty for the item.
2. The warranty period commences on the day of delivery of the goods to the Buyer and ends with the expiry of the time indicated in the warranty card or after 12 months or 1000 engine hours (depending on what occurs first). It is possible to extend the warranty period of 12 months under a separate agreement.
3. The Seller will perform the warranty obligations only after the Buyer presents the warranty card. The warranty is not available to the Buyer, if he does not show the warranty card when making a complaint.
4. The Buyer shall immediately inform the Seller about the detection of a defect or fault during the warranty period. Defects and failures will be reported to the Seller in the form of a written notification sent by e-mail to the following address: [serwis@agregaty.pl](mailto:serwis@agregaty.pl) and to the address [serwis@fogo.pl](mailto:serwis@fogo.pl). The description of the defect will be attached to the notification. At the request of the Seller's service, photos or video showing the defect will be attached.
5. The Buyer loses the rights arising from the warranty granted by the Seller as to the whole of the goods, in the event of failure to comply with the terms of the warranty, which are detailed in the documents attached to the goods, in the warranty documentation or in these



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Terms, in particular such as: mandatory technical inspections, work of devices in proper conditions, equipment operation by authorized persons, use of proper fuel, etc.

6. The Seller declares that the goods delivered to the Buyer meet the quality standards specified in the current offer of FOGO Sp. z o.o.
7. The Buyer or the Buyer's carrier is required to inspect the goods at the time of their delivery for quality or quantity defects.
8. Goods collected by the Buyer or the carrier without any reservations are considered to be goods without defects.
9. If the goods have been released in a collective packaging, defects in the goods or lack of quantity should be reported upon collection of the goods from the carrier.
10. The Seller will carry out the warranty repair (if the product is covered by the warranty) in a right time for a repair taking into account the time of organizing spare parts and the availability and timing of service technicians. The Seller shall not be liable for any damages incurred by the Buyer as a result of a failure or malfunction of the goods, during the warranty period and after the warranty period, except for damage caused intentionally by the Seller.
11. In the case that the Buyer reports a fault or defect which is in his opinion under the warranty, and as a result of the Seller checking it turns out that the goods are not damaged or the defect or damage is not repaired under the warranty rights, the Buyer is obliged to pay for the performed repair and coverage of the costs of transporting the item subject to the warranty to the Seller's headquarters and from that headquarters to the Buyer's headquarters or to another place indicated by the Buyer, or covering the cost of transport in both ways, in the event that the repair is not carried out for any reason. If it was not possible to transport the goods and the repair should be carried out in the place where the device is located, the cost of travel to the device from the Seller's registered office to the place where the goods are located will be covered by the Buyer. The Buyer will also cover the cost of service, used materials and replaced parts according to the current price list of the Seller.
12. The warranty does not cover the burning of the aggregate or fire for any reason.
13. The warranty covers only products used and assembled in standard conditions. The warranty is excluded if the products are installed in non-standard conditions. Unusual conditions are considered to be the assembly of the aggregate in closed, permanently built-up rooms, underground, at altitudes greater than 3 meters above the ground or in places exposed to adverse climatic or weather conditions. The costs of all repairs and deliveries of the aggregate to the service or repair point for the aggregate installed, used or operated in non-standard conditions shall be borne by the Buyer. The Seller does not cover the costs of raising and lowering aggregates from a height of more than 3 m above the ground, as well as other costs related to such aggregate and repairs carried out in connection with such aggregate. The Seller does not cover the costs of works related to pulling out of closed rooms or installing in closed rooms, pulling them out and putting them into the rooms located underground. The risk of assembly, use and operation of the aggregate in non-standard conditions is borne by the Buyer, including the warranty, which is excluded in such conditions.
14. The Seller for products assembled and used in non-standard conditions may grant an additional warranty against payment and on the basis of a separately signed warranty contract in non-standard conditions.
15. The warranty does not cover any additional costs not directly related to the assembly of the aggregate, e.g. costs of stopping or stopping production of the Buyer or its buyer, costs of stopping traffic, etc.
16. The warranty does not cover: (1) mechanical damage resulting from reasons attributable to the Buyer, third parties or force majeure (2) materials, installations or parts of the Buyer, (3) works performed by the Buyer or persons not authorized by the Seller. The



- Seller shall not be liable for any defects, defects or failures in the functioning of the Devices arising from non-compliance with the operating instructions or DTR (technical and operational documentation), improper use or devastation.
17. The Buyer loses the right to a warranty in the event of non-compliance with the warranty conditions, improper operation of the goods, independent repair or entrusting repair or service inspection to a third party not authorized by the Seller.
  18. The statutory guarantee is excluded by these Terms.
  19. The warranty does not cover the use of aggregates in marine conditions. The warranty does not apply to aggregates mounted on ships, boats and other vessels.
  20. The Seller grants a warranty which is valid only in Poland. Taking goods abroad will void the warranty. Warranty repairs will not be carried out outside of Poland. The Seller covers the cost of warranty repairs only for aggregates used and mounted in Poland. Outside of Poland, the warranty ceases. All repairs, even during the warranty period, carried out outside of Poland shall be borne by the Buyer. If the Buyer wants the Seller to perform a repair abroad, such repair will be paid for in every respect, including paid parts, labor, travel and other. The repair will be made after the Buyer has made an advance payment for future repair in the amount of the estimated repair costs.
  21. Any repairs or tampering of any kind with the goods by the unauthorized entity results in the exclusion of the warranty.
  22. The transport company with which the Seller delivers the goods is not considered to be a subcontractor of the Seller.

## **XI. TERMINATION OF A CONTRACT BY THE BUYER**

1. Except in cases of withdrawal from the contract provided for in the Civil Code, the parties may terminate the contract by written agreement. In the event of termination of the contract, the Seller is not obliged to take back the defective goods being the subject of delivery. However, if the Seller agrees to the Buyer's withdrawal from the contract and taking back the products subject to the orders, the cost of delivery of the goods to be taken back by the Seller shall be borne by the Buyer.
2. If the Buyer cancels the purchase of the ordered goods, the Buyer withdraws from the contract or the Seller withdraws from the contract for reasons attributable to the Buyer, the Buyer shall pay the Seller a contractual penalty of 30% of the gross order value. The Buyer shall pay a contractual penalty after the first written request by the Seller. A contractual penalty may also be deducted by the Seller with an advance payment.

## **XII. MISCELLANEOUS PROVISIONS**

1. The Seller shall pay the buyer a contractual penalty of 0.01% of the net value of the sale to which these Terms and Conditions apply, for each day of delay due to the fault of the Seller in the delivery of the object of sale or order, counting from the second week of delay, but in no case more than 1% net worth of sales to which these Terms and Conditions apply.
2. The Buyer declares that he is aware of criminal and civil liability for acts of unfair competition, specified in the Act of 16 April 1993 on combating unfair competition, and in particular the following obligations:
  - a) not to disseminate, disclose or use information that is a trade secret of the Seller within the meaning of art. 11.4 of the above-mentioned Act; and
  - b) not to induce any entity (a natural person, an organizational unit with or without legal personality) that is a party to the contract with the Seller not to perform or improperly perform obligations towards the Seller.
3. The Buyer will not take the actions mentioned above within 5 years of receiving the goods to which the provisions of these Terms and Conditions apply.



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4. The Buyer shall not, during the term of the contract and after its termination, disseminate, disclose or use such information which is not a secret of the Seller's enterprise, but whose dissemination, disclosure or use could in any way damage the reputation or otherwise cause damage to the Ordering Party.
5. The Buyer shall make every effort to prevent publication or disclosure of any information constituting the trade secret referred to above. Seller protection specified in this point is additionally and irrespective of protection resulting from applicable law. In particular, the provisions of this point do not prejudice the law or any contractual obligations granting broader protection.

### **XIII. ADDITIONAL NOTES**

1. The Seller reserves the right to make structural changes resulting from the development of technical achievements in relation to the solutions proposed in the current sale offer.
2. Property rights to all intangible goods protected by the Industrial Property Law and the Copyright Act, in particular works protected by copyright, patents for inventions, utility models, trademarks, trade names, designations of origin, designations of origin, topographies of integrated circuits, rationalization projects, information as to the correct application of inventions, other knowledge and technical experience directly suitable for use in business and scientific activities, organizational and other information made available to the Buyer by the Seller as a result of sales to which it applies the provisions of these Terms and Conditions are the property of the Seller. The property of the Seller is the items (media) on which the transferred good has been recorded, the Buyer has no right to use them for other purposes than the use of the purchased goods, he has no right to copy, reproduce or make available to third parties. These documents do not transfer title or imply any license. Drawings and other documents remaining the property of the Seller, are to be immediately returned at the request of the Seller together with any copies made from them.
3. The Buyer undertakes not to use for any other purposes, as well as not to provide or pass on to other entities any elements, information and technical documentation on the basis of which the devices ordered by the Buyer were made.
4. All sales references and prepared documents available to customers shall be returned at the Seller's request together with all copies made from them.
5. After the sale of devices, the Seller has the right to enter the sold device and customer data on a standard reference list, including the name and type of device, date of sale, customer name (except for personal data of natural persons) and country. By signing these Terms and Conditions, the Buyer agrees to include these data on the reference list. All reservations may be raised by the client in writing.
6. In the case of a breach of any of the provisions of this article XIII or art. XII, the Buyer pays the Seller a contractual penalty of 100% of the gross contract value. If the value of damage exceeds the value of the contractual penalty, the Seller has the right to claim compensation in full.
7. The Seller may entrust the provision of services such as installation and / or commissioning of goods, rental of goods, performance of obligations under the warranty and making repairs, inspections or services to entities authorized by the Seller, including Agregaty S.A.

### **XIV. ADDITIONAL NOTES**

1. The law applicable to these Terms and Agreements between the Parties is exclusively Polish law. In matters not covered by the provisions of these Conditions, the provisions of the Civil Code shall apply accordingly. The application of the United Nations Convention on Contracts for the International Sale of Goods signed at Vienna on April 11, 1980 (CSIG), is excluded.



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2. When contracts and purchase conditions are drawn up in Polish and a foreign language, the authentic language of the contract shall be Polish. In the case of differences between the Polish version of the contract and the foreign version, the wording of the Polish version is decisive. In the case of differences between the Polish and English version of these Terms and Agreements, the wording of the Polish version is decisive.
3. Any changes to the agreements concluded between the parties require a written form for their validity.
4. Any changes, additional arrangements, suspension or termination of these Terms require the written consent of the Seller.
5. The place of performance of the agreements between the Parties is Wilkowice.
6. Any disputes arising from these Terms and Conditions and contracts based on them will be settled by the competent courts in Leszno or Zielona Góra according to the plaintiff's choice, and in the case of substantive jurisdiction of the district court, the District Court in Poznań.
7. These Conditions apply only to entrepreneurs. Their use for individual (consumer) sales is excluded.