

I. DEFINITIONS

1. The terms “GCSD”, “GC”, “Terms”, “these Terms”, “below”, “above” and others used in a similar context mean these General Conditions of Sale and Delivery.
2. The terms “commercial commodity”, “commodity” mean **power generators**, agrovolt, water pumps, spare parts and accessories for aggregates, agrovolt and pumps, as well as other electrotechnical accessories being subject of the sale performed by the Seller.
3. The terms “Seller” or “Selling Party” mean FOGO sp. z o.o. based in Wilkowice.
4. The terms “Buyer” or “Buyer’s Party” mean any domestic or foreign entity (legal or natural person) making purchases of commercial goods from the Seller.
5. The terms “Party” or “Parties” mean both the Selling and Buying Parties referred to jointly.

II. GENERAL PROVISIONS

1. The following conditions apply to every sale transaction and every delivery of goods made between the Seller and the Buyer.
2. These terms and conditions shall be binding on the Parties for all subsequent transactions, regardless of their subject matter.
3. Any changes, additional arrangements, suspensions or withdrawal from the terms will only be valid if the written consent of the Seller was given.
4. Conditions not complying with the following provisions do not bind the Seller, even if they have not been expressly negated by the Seller. These conditions involve the Seller, only if the express written consent to a different regulation of mutual rights and obligations of the Parties has been given. In particular, it is excluded from accepting any “General Purchasing Conditions” of the Buyer, or other conditions or documents of a similar nature by signing the order confirmation by the Seller or any other documents referring to these terms.

III. CONCLUSION OF AN AGREEMENT

1. Catalogues, price lists and other information addressed to customers do not constitute an offer.
2. The Seller’s Sales Representatives act only within the limits of the proxies granted to them. The Seller shall not bear any responsibility for the actions of Sales Representatives beyond the scope of the proxies granted to them.

IV. DELIVERY

1. Orders are considered to be validly placed if they have been submitted on the official forms of FOGO available on the company’s website www.fogo.pl, www.generators.pl, www.koshin.pl, www.koshin.eu.
2. The order should specify any non-standard assembly conditions and the final placement of the goods. Failure to provide non-standard assembly conditions and the placement of the goods and the actual occurrence of such conditions for a given product excludes the guarantee.
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, dates will depend on the timely performance of contractual obligations by the Buyer, including the date of offer acceptance, submitting a valid order and providing necessary information and timely performance of the obligations of the Seller’s contractors or sub-suppliers fulfilling their contractual obligations undertaken by the Seller towards the Buyer. Any changes required by the Buyer may result in an extension of the delivery time. Commercial products / goods shall

be considered delivered in a timely manner if they are forwarder to the first carrier or, if they are reported as ready for shipment before the agreed delivery date in the Seller's premises.

4. The delivery period begins from the date of delivery of a confirmation of the order acceptance to the Buyer or payment of agreed advance payment by the Buyer, depending on the specific agreement provisions made between the Parties. If the Buyer has not indicated the place of delivery, the delivery period shall be deemed as if the product was ready for delivery on the agreed delivery date. The costs of the goods storage from this moment to the time of the actual delivery shall be borne by the Buyer.

5. The Seller is not liable for failure to meet the delivery deadline, if the reason for such failure was force majeure or other circumstances independent of the Seller.

6. Until the obstacle has ceased, the Seller may suspend or limit the delivery or terminate the contract.

7. In the event 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.

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

9. Each delivery may be partially executed by the Seller. Specification of the quantity, type and date is entirely up to the Seller.

10. In the case of a cooperation in the field of regular deliveries, each single delivery is treated as a separate sales contract. The provisions of these conditions on the conclusion of the contract shall apply accordingly.

11. If the Seller is late with the delivery of a particular delivery 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.

12. If the delivery is delayed due to reasons attributable to the Buyer or if it is not received by the Buyer at the agreed time, the Seller at its sole discretion and without any responsibility has the right to store the products at Buyer's risk, invoice them under Ex WORKS conditions and charge the Buyer with storage costs. If the storage takes place in the Seller's warehouses, the storage costs amount to no less than 0.01% of the invoice value for each day of storage from the date of notification of readiness for dispatch. The Seller has the right to set the next date of collection, and after exceeding the deadline the Seller has the right to sell or dispose the goods. Sale or other distribution of goods does not release the Buyer from the obligation to pay for the goods. The sale or other disposition of goods does not release the Buyer from the obligation to pay the amount due to the Buyer by the Seller for storage.

V. SHIPMENT

1. In the case of delivery via a forwarder or carrier, the risk of accidental loss or destruction of goods passes to the Buyer, at the time the Seller releases the goods to the forwarder or carrier, the Seller is not liable for defects and deficiencies in the product itself, as well as its packaging, created after this moment. If the Buyer wishes to collect / collects the goods personally, the collection takes place on an Ex work basis according to incoterms 2000. In the case of overseas sales, the Buyer is obliged to organise transport himself and bears the risk of transport and loading at Ex's work headquarters according to incoterms 2000.

2. If the Buyer does not specify in due time, but no later than 2 business days before shipping the goods by the Seller, the manner and type of packaging and means of transport for the shipping, the Seller may, with due diligence, choose the packaging and means of transport and ship the subject of the contract to the Buyer at the Buyer's expense. The packaging of its method and type – over the one provided by the Seller – is additionally payable by the Buyer.

VI. PRICES

1. The prices given in the price lists, offers and confirmations are net prices (excluding VAT). If the applicable VAT rates change, the gross price will change. VAT will be added to every

net price, which the Buyer is obliged to pay along with the net price. Price lists contain prices expressed in Euro or Polish Zloty after conversion indicated in EUR to PLN according to Polish National Bank exchange rate table A of average foreign exchange rates:

1. from the day preceding the invoice issue date for the sale of portable aggregates and motor pumps;
2. from the day preceding the day of placing the order in the case of the sale of stationary aggregates, or the day preceding the day of invoice issue (at the Seller's choice) in a situation when the PLN exchange rate changes between the day preceding the day of placing the order and the day preceding the day of invoice issue (determined on day of issuing invoice), in the way that the zloty will lose value by more than 10% of the value against the euro, which it had on the day preceding the day of placing the order. However, if the zloty loses more than 10% on the value and the Seller sets a new price of at least 10% higher than the price determined on the day of placing the order, the Buyer has the right to terminate the contract within 5 days from the day the Buyer is notified by the Seller about the price change, in writing to the Seller's address. If the Buyer terminates the contract, the Seller shall refund to the Buyer the amount of money paid to him by the date of termination of the contract with 14 days from the date of the termination, however the Seller is not obliged to pay any interest, damages or penalties to the Buyer, except for refunding the money paid by the Buyer.
2. The given prices of the goods are determined for a standard construction of the device. The additional payment may be collected if additional technical solutions are used, provided that their use is possible from a technical point of view, as well as the capacity and will of the Seller.
3. The price includes delivery within Poland, on the next working day counted from the day of postage, on the CIP basis according to Incoterms 2000, for stationery and portable aggregated, as well as other sales, the value of which exceeds PLN 1000 net. The price does not include the unloading of products and placing them in the designated space. The price also does not include vertical transport in the designated space.
4. In domestic trade the price can be given in PLN, or as the equivalent of a certain amount expressed in a foreign currency. If the currency is accepted by the Buyer after the Seller has sent the devaluation confirmation, the delivery price increases proportionally to the devaluation.
5. Prices after making the order and conclusion of the contract may change in the case of changing the semi-products of the sold device, e.g. engines or accompanying services, forwarding. In the event of a change in the price, the Seller shall inform the Buyer in writing.

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 towards future deliveries will not constitute a deposit within the meaning of the Civil Code of the Republic of Poland, unless the Seller confirms in writing the specific payment 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 more due amounts, the Seller may make the implementation of further deliveries conditional upon making the payment or providing the Buyer with such receivables. The seller may also terminate the contract with immediate

effect. In this circumstance, all obligations of the Buyer towards the Seller shall become immediately payable upon the Seller's termination of the contract.

7. 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. If a third party submits to the Buyer any claims against the goods being the property of the Seller, the Buyer is obliged to immediately notify the Seller and take all actions aimed at protecting the Seller's rights. In the event of negligence of the obligation the Buyer bears liability for damages against the Seller.

3. In the event of default with payment by the Buyer with the payment for the goods, the Buyer is obliged, at the Seller's request, to immediately and unconditionally give the delivered goods to the Seller in full.

4. The request and collection of the goods by the Seller does not - unless the Parties agree otherwise - terminate the delivery contract, and only serves as a security for the Buyer's obligations towards the Seller.

5. The costs of delivery (return) of the goods to the Seller shall be borne by the Buyer.

IX. RESPONSIBILITIES OF THE PARTIES

1. The Buyer is responsible for the correctness and completeness of the data contained in the order or in the documentation provided 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 applicability and effects of using the goods provided by the Seller in certain construction solutions, even if the Seller was included as an advisor or consultant in the preparation of the Buyer's structure and final product.

4. The Seller is liable for the possibility and correct use of his goods in specific solutions and final products of the Buyer, only if this is clearly apparent from the arrangements between the Parties. The Seller, however, does not bear the above-mentioned liability, if the Buyer has not followed the clear instructions, recommendations and instructions of the Seller.

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. Neither party is liable to the other for lost profits or any other damage that the Party will incur as a result of non-performance of the Contract / Conditions or its implementation in an improper manner.

X. GUARANTEE, WARRANTY, COMPLAINTS

1. The Seller grants a warranty for the trade product sold on the terms set out in these Conditions and the warranty card issued with the device, with the priority given to GCSDO in the event of non-compliance of the card and the provisions of these Terms. However, the lack of a warranty card means no guarantee for a given product.

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, however in each case the guarantee for corrosion is of a maximum of 12 months from the date of the delivery.

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 loses the right of the guarantee given by the Seller as to the whole product in the event of non-compliance with the terms of the warranty detailed in the documents attached to the goods, in particular such as: mandatory technical inspections, operation of the equipment

in the right conditions, service of the equipment by authorized persons, use of appropriate fuel, etc. The conditions mentioned in the warranty documentation supplement this entry. 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.

5. The Buyer or carrier is obliged to examine the goods at the time of its release in terms of hidden defects, obvious deficiencies and quantitative shortages.

6. Goods collected by the Buyer or the carrier without any reservations are considered to be goods without defects.

7. 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.

8. The Seller gives a guarantee which is valid only in Poland. The removal of the goods abroad will result in the loss of the guarantee. Warranty repairs will not be carried out outside of Poland. All repairs, even during the warranty period, carried out outside of Poland shall be charged to the Buyer. In a situation where the Buyer wants the Seller to repair it abroad, such repair will be a paid repair in every respect, including parts, labor, access and others. The repair will be performed after the advance payment by the Buyer towards the future repair in the amount of the estimated repair costs.

9. The Seller will perform warranty repairs (if the product is covered by the warranty) at the appropriate time, taking into account the time of organising spare parts and the temporary possibility of organising a service team. The Seller shall not be liable for any damages incurred by the Buyer as a result of failure or malfunction of the goods, during the warranty period and after the end of the warranty period.

10. The warranty does not cover the burning of the aggregate or fire for any reason.

11. The warranty covers only products used and installed under standard conditions. The warranty is excluded if the products are installed in non-standard conditions. It is considered non-standard conditions to mount the unit in permanently built-up spaces, underground, at heights greater than 3 meters above the ground or in places exposed to adverse climate or weather conditions. The costs of any kind of repairs and deliveries of the unit for service or repair point for the unit installed, used or operated under non-standard conditions shall be covered 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 and other costs associated with such aggregate and implemented in connection with the repairs of such aggregates. The Seller does not cover costs, pulling out and assembling from / in enclosed spaces, pulling out and inserting into rooms located under the surface of the earth. The risk of assembly, use and operation of the unit under non-standard conditions shall be borne by the Buyer, including in the scope of the guarantee, which is excluded in such conditions.

12. The Seller may provide additional warranty for products assembled and used under non-standard conditions for a payment and under a separately signed guarantee contract in non-standard conditions.

13. The warranty does not cover any additional costs not directly related to the assembly of the aggregate, e.g.: costs of stopping the production of the Buyer or his buyer, costs of stopping traffic, etc.

14. The legal warranty is excluded by virtue of these Terms and Conditions.

15. In the event that the Buyer reports a defect or damage, which in his opinion is subject to warranty, and as a result of checking by the Seller, it turns out that the product is not damaged or the defect or damage are not repaired under warranty rights, the Buyer is obliged to pay for the repair and cover the costs of transporting the product subject to the warranty to the Seller's premises and from there to the Buyer's premises or other place indicated by the Buyer or cover the return transport costs in case the repair is not performed 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 accessing the service to the device from the Seller's premises 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.

16. The warranty does not cover the use of aggregates in marine conditions. The warranty does not cover aggregates mounted on ships, boats and other vessels.

17. The guarantor covers the costs of warranty repairs only for aggregates used and installed in Poland. Outside of Poland, the warranty ceases.

XI. TERMINATION OF A CONTRACT BY THE BUYER

1. Except in the cases of termination of the contract provided for by the Civil Code of the Republic of Poland, the Parties may terminate the contract by mutual agreement. In the event of termination of the contract, the Seller is not obliged to take back the non-defective goods being the subject of the delivery. However, if the Seller agrees to the Buyer terminating the contract and accepting back the products being the subject of the orders, the cost of delivering the goods to be taken back by the Seller shall be borne by the Buyer.

2. In the event of the Buyer resigning from the purchase of the ordered goods, termination by the Buyer from the contract or termination by the Seller from the contract due to the fault of the Buyer, the Buyer shall pay the Seller a contractual penalty in the amount of 30% of the gross order. The Buyer shall pay the contractual penalty after the first written request by the Seller.

XII.

1. The Seller will pay the Buyer a contractual penalty of 0.01% of the value of the sale to which these general terms and conditions apply, for each day of delay in delivery of the object of the sale / order, starting from the second week of delay.

2. The Buyer shall pay the Seller a contractual penalty in the amount of 30% of the gross value of the order if the Buyer terminates the contract for reasons attributable to him or in the event of termination of the agreement by the Seller for reasons attributable to the Buyer.

3. None of the Parties to the Terms and Conditions shall be liable to the other for any damage, lost profits, loss of use, loss of production, loss of contracts or any other direct, indirect or consequential damages that the other Party suffered or may suffer.

4. The Buyer declares that he is aware of criminal and civil liability for acts of unfair competition, defined in the Act of 16 April 1993 on unfair competition, in particular the following obligations:

1. not to disseminate, disclose or use information that constitutes a trade secret of the Seller within the meaning of art. 11.4 of the aforementioned Act; and
2. not to induce any entity (a natural person, an organizational unit with or without legal personality) who is a party to the contract with the Seller to fail or improperly perform their obligations to the Seller.

5. The Buyer will not take the actions mentioned above within 5 years after the execution of this contract

6. The Buyer will not, during or after the termination of the contract, distribute, disclose or use such information that does not constitute the Seller's company secret, but whose dissemination, disclosure or use could in any way damage reputation or otherwise cause damage to the Customer.

7. The Buyer will make every effort to prevent the publication or disclosure of any information constituting the company secret referred to above. The Seller's protection specified in this clause is vested in the Customer in addition and independently of the protection resulting from the applicable provisions of law. In particular, the provisions of this article shall not prejudice the law or any contractual obligations granting wider protection.

XIII.

1. Polish law is exclusively applicable to these Terms and Agreements between the Parties. In matters not covered by the provisions of these conditions, the provisions of the Civil Code shall apply accordingly.

2. In the case of drawing up contracts and terms of purchase in Polish and foreign languages, the authentic language of the contract is Polish. In the case of differences between the Polish language version of the contract and the foreign one, the Polish version of the text prevails.
3. Any changes to these Terms and amendments to the agreements between the parties require a written form for their validity.
4. The place of performance of agreements between the Parties are Wilkowice.
5. All disputes arising from these Terms and agreements based on them shall be settled by the competent courts in Leszno or Zielona Góra at the choice of plaintiff.

XIV. ADDITIONAL NOTES

1. The Seller reserves the right to make construction changes resulting from the development of technical achievements in relation to those proposed in the current sales offer.
2. Property rights to all intangible assets 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, projects rationalizing, information on the correct use of inventions, other technical knowledge and experiences directly applicable to business and scientific activities, organizational and other information made available to the Buyer by the Seller as a result of performing the obligations of this contract are the property of the Seller. The items on which the good has been transferred are the Seller's property, the Buyer has no right to use them for other purposes, or to copy, duplicate or make available to third parties rather than using the purchased goods. These documents do not transfer ownership or imply any license. Drawings and other documents owned by the Seller shall be returned to the Seller at the Seller's request along with any copies made of them. The Buyer undertakes not to use for any other purposes, nor to share or provide to any other entities any elements, information and technical documentation on the basis of which the equipment ordered by the Buyer has been made.
3. All sales references and documents prepared for customers shall be returned to the Seller, at the request of the Seller, together with any copies made of them. If the order has not been placed at the Seller's premises, they must all be returned immediately without such a request.
4. After selling the device, the Seller has the right to enter the sold device and customer data into a standard reference list, including the name and type of device, date of sale, customer name and country. Signing of these Terms is tantamount to agreeing to include these data on the reference list. All reservations may be made by the client in writing.
5. In the event of a breach of any of the provisions of this paragraph, the Buyer shall pay the Seller a contractual penalty of 100% of the gross value of the contract. If the value of the damage exceeds the value of the contractual penalty, the Seller has the right to claim damages in full.
6. These conditions apply only to traders. Their use for individual (consumer) sales is excluded.