



General Terms and Conditions of Orders

performed for APS ENERGIA SA (hereinafter referred to as the Buyer)

1. These General Terms and Conditions of Orders (GTO) [pol. Ogólne Warunki Zamówień/OWZ] shall be binding for Sellers in full, unless the parties expressly exclude in writing the application of some or all of their provisions. The GTO are made public by placing them on the Buyer's website (www.apsenergia.pl).
2. In case of the Order submitted to the Seller, who remains in regular business relations with the Buyer, the lack of Seller's response to the Order within 3 working days inclusive shall mean acceptance of the Buyer's offer on the terms specified in the Order. Regular business relations shall mean either the ongoing performance of another order of one of the Parties or the repetitiveness of business contacts between the Parties, meaning the performance of at least two other Party's orders by one of the Parties within 12 calendar months preceding the submission of the Order.
3. The Seller not remaining with the Buyer in regular business relations is obliged to confirm the reception of the Order in writing (Order Confirmation) within 3 business days, unless otherwise agreed between the Parties. After the expiry of the above deadline, the Order shall cease to be binding for the Buyer.
4. If the Order Confirmation in any area includes conditions inconsistent with the terms of the Order, the Buyer shall have the right, within 5 working days from the date of receipt of the Order Confirmation, to declare whether they accept the execution of the Order on the terms changed by the Seller. The Buyer's declaration may be sent to the Seller by email or other means of remote communication. In the event that the Goods are being produced based on the technical specification issued by the Buyer, the Seller is obliged to confirm in written form the acknowledgement of the technical specification and its acceptance.
5. In case of discrepancies between the Order placed by the Buyer and the Seller's invoice, the content of the Order shall be deemed as agreed.





6. The Seller guarantees that the Goods to be delivered shall be original, manufactured in a manufacturing facility with appropriately qualified personnel capable of ensuring the required quality and compliance with the requirements specified by the Buyer. In the event of any doubts as to the originality of the Goods, the Seller shall provide the Buyer with a certificate confirming the authenticity of the Goods at the latest upon delivery under pain of refusal to accept the Goods.
7. The Seller guarantees the right of access of the Buyer and his Clients to its registered office in order to carry out audits, inspections, and other activities related to the works performed for the Buyer.
8. Unless otherwise agreed by the Parties, the value of the Order shall include the value of the ordered Goods together with documents, packaging and delivery to the Buyer's registered office.
9. Together with the delivery of the Goods, the Seller is obliged to provide the delivery documents (bill of lading appropriate to the type of transport together with the packing list) and a purchase invoice, as well as any documents required by the Order (e.g. certificate 3.1 in accordance with PN-EN 10204).
10. Amendments to contracts made by the Parties in connection with the performance of orders should be made in writing under pain of nullity.
11. The Seller shall include the Buyer's Order number on the delivery documents and on other documents related to the performance of the Order, such as letters, invoices, quality certificates, and declarations of conformity.
12. The Seller shall be obliged to notify the Buyer about the readiness of the Goods to be sent by email or in any other manner of remote communication at least 3 business days before the planned date of delivery of the Goods.
13. Deliveries of Goods shall be accepted at the Buyer's registered office during warehouse opening hours, i.e. 7.00 a.m. -3.00 p.m.
14. The Buyer allows the possibility of receiving delivery beyond the warehouse opening hours provided that it is agreed in advance between the Buyer and the Seller.
15. Quantitative inspection of the delivered Goods and their condition after transport takes place immediately after their delivery to the Buyer's warehouse, by comparing the conformity of the





delivery with the delivery documents and the Order and by visual inspection of the external condition of the Goods.

16. If the quantity of the Goods does not conform to the delivery documents and/or the Order or if the delivered Goods are damaged, the Buyer shall mark the above inconsistency in the transport documents. In the event that the delivery does not conform in terms of quantity and/or quality to the terms of the Order, the Buyer shall inform the Seller thereof by email or other means of remote communication.
17. The Seller shall be obliged within 3 working days from the date of notification of non-compliance by the Buyer to deliver at their own expense the missing parts of the delivery or replace the defective Goods with new ones that are free from defects.
18. The Order shall be executed upon delivery of the ordered Goods to the Buyer in full compliance with the Order together with all documents required by the Buyer. Failure to provide the required documents shall be treated as non-delivery and entitles the Buyer to charge contractual penalties in accordance with clause 33.
19. The Seller grants a 42-month quality warranty for the Goods, counting from the date of delivery of the Goods.
20. The Seller guarantees that the technical and performance parameters of the Goods comply with the requirements of the Buyer specified in the Order and that during the warranty period the Goods shall be free from defects which would prevent its proper and fault-free operation. The Seller warrants that the delivered Goods shall be original and, therefore, if the delivered Goods proves to be counterfeit, it is subject to a defect from the very beginning due to the lack of originality promised by the Seller.
21. The Seller undertakes to notify the Buyer about planned and/or made changes in the delivered product.
22. At the Buyer's request, the Seller undertakes to present the RAMS and LCC analysis according to their own or the Buyer's templates and patterns.
23. The Seller bears full civil-law and financial liability for the results and consequences of defects in the Goods, disclosed or arising during the warranty period due to improper Quality of the delivered Goods.





24. If during the warranty period there is a defect in the Goods, the Buyer shall inform the Seller about this fact in writing (by email). The Seller shall be obliged to remove the revealed defect of the Goods at their own expense within 3 calendar days from the date of receipt of notification from the Buyer of its occurrence. Delivery of counterfeit Goods is considered as a defect of the Goods and is subject to the rules indicated above. Before delivery, the Supplier is obliged to verify whether the Goods are original, complete and meet the declared functionalities, and the required documents are attached to the delivery.
25. During the warranty period, the Seller may refuse the Buyer's claim submitted in the above manner only if they prove that the defect of the Goods was caused by the fault of the Buyer as a result of improper use of the Goods, inconsistent with the instructions and documents provided by the Seller.
26. If during the warranty period the delivered Goods are affected three times by a defect, the cause of which is attributable to the Seller, the Seller shall be obliged to replace the defective Goods with Goods that are free from defects at their own expense.
27. If 10%, but not less than 5 pieces of the Goods delivered under one Order reveal a defect of the same nature, it shall be treated as a serial defect, and the Order shall be subject to the procedure for rectifying a serial defect, consisting in replacement within 30 days from the date of notification of:
- all Goods delivered under the Order for new, defect-free Goods,
 - a defective element in all Goods delivered under the Order, after prior presentation of evidence that the indicated element was the cause of the occurrence of defects in the Goods.
28. The Seller's warranty obligations shall be performed in the place indicated by the Buyer. This means that all costs of disassembly and transport of the defective Goods shall be borne entirely by the Seller.
29. The Seller shall be obliged to prepare a report concerning the defect with indication of the reason for its occurrence and the manner of its removal, as well as containing an analysis of the risk of occurrence of defects in other Goods, in which these defects have not yet appeared, not later than within 2 weeks from receiving information about its detection.





30. The warranty period shall be extended by the time from the notification of a defect in the Goods to its removal.
31. In the case of replacement of the defective Goods with new ones, the warranty period and/or guarantee [rękojmia] period is counted from the beginning.
32. If the Seller fails to remove the defect reported within the warranty or guarantee [rekojmia] period within the deadline specified in clause 24., the Buyer has the right to remove the defect on their own or entrust its removal to a third party at the expense of the Seller, without losing the rights resulting from the warranty.
33. In the case of improper performance of the obligation by the Seller, in this case delay in the implementation of the Order or in removing the defect or serial defect of the Goods, the Buyer shall have the right to charge the Seller with a penalty amounting to 1% of the Order value for each day of delay, but not less than PLN 200. Payment of the penalty shall not release the Seller from the requirement to perform the obligation. In the event of delay in delivery of the Goods exceeding 14 days, the Buyer shall have the right to withdraw from the Order in the part of the delivery not completed on time, without setting additional deadline.
34. In the event of delay in payment of the price by the Buyer, the Seller shall be entitled to claim statutory interest from the Buyer for delay in commercial transactions.
35. If the penalties do not cover the damage suffered, the Buyer may claim for supplementary damages. At the same time, the Buyer informs that most of the orders are placed in order to fulfil public tenders, the improper execution of which is sanctioned by penalties calculated on the basis of the value of products in which the goods covered by the Order may be assembled.
36. The Buyer shall be entitled to control the process of Order completion also in the presence of the Buyer's product recipients and/or representatives of regulatory bodies (e.g. Government Quality Assurance).
37. The Buyer may refrain from performance of the agreement if after its conclusion they became aware of a poor financial or organizational situation of the Seller, which poses a risk of the Seller's non-performance of the agreement. This applies in particular to situations in which the Seller has failed to fulfil its obligations under previous agreements, including the following situations:
 - a. The Seller has not complied with the terms of the contract/order,
 - b. The Seller has been put into liquidation.





38. Making the information related to the Order available by the Seller to third parties requires a written consent of the Buyer.
39. The transfer of the Seller's rights and obligations under this Order requires the Buyer's written consent.
40. Withdrawal from the agreement – the Buyer is entitled to withdraw from the agreement with the Seller in the case of failure to execute the subject of the order within the deadline specified in the order, regardless of the reasons for failure to deliver the goods and the progress of preparation for delivery. A statement on withdrawal may be submitted within 30 days of the expiry of the period specified in the order as the delivery date. An extension of the delivery date by agreement of the Parties shall automatically mean an appropriate postponement of the deadline referred to in the preceding sentence within which the statement of withdrawal may be made.
41. The withdrawal statement shall be effective upon delivery of the Buyer's declaration of withdrawal from the agreement to the Seller. A statement may be delivered in the form of a signed scan sent by e-mail. The date of sending the statement by e-mail is considered the date of delivery. Upon delivery of the statement of withdrawal from the Agreement, the Seller shall be obliged to return all payments made by the buyer towards payment of the price and costs of execution of the order.
42. Any changes to the GTO must be made in writing in order to be valid.
43. In matters not regulated in these General Terms and Conditions of Orders, the relevant provisions of the Polish Civil Code shall apply.
44. Any disputes related to the Order shall be settled by a court having jurisdiction over the Buyer.

