

## **GENERAL CONDITIONS OF SALE BRUK – BET SOLAR**

### **I. DEFINITIONS**

a) The Seller – BRUK-BET Sp. z o.o., Nieciecza 199, 33-240 Żabno, Poland registered in the National Court Register by the District Court in Cracow, XIIth Commercial Department of the National Court Register under the following KRS number: 0000270323, share capital: 299 000 000,00 PLN, tax identification number (NIP): 517-020-05-80.

b) The Buyer – a natural person, a legal person and an organizational unit not being legal persons placing an order or buying Goods from the Buyer.

c) Parties – the Seller and the Buyer

d) Goods - own products manufactured by Bruk - Bet Sp. z o.o. as well as commercial goods (being objects of sale) – offered by the Seller as part of the BRUK – BET SOLAR’s offer.

e) Price List - current standard price list for the Goods and transport prepared by the Seller, all prices are based on full delivery of the truck, excluding VAT and other taxes;

f) GCS – General Conditions of Sale

### **II. GENERAL PROVISIONS**

1. GCS shall mean general conditions of contracts within the meaning of Article 384 et seq. of the Polish Civil Code, and are applied by the Seller. GCS shall form an integral part of the contracts and orders and shall be binding for the both Parties, unless otherwise agreed

by the Parties. All amendments, supplements, suspensions shall be made in writing and signed by both Parties.

2. GCS are given to the public by placing them on the website of the Buyer.

3. GCS are transferred to the Buyer as an attachment to the contract concluded with him. In the case of concluding a sales contract with the Consumer, GCS shall be submitted to the Buyer.

4. In the case of a contract concluded with the Consumer, the provisions of the Polish Consumer Rights Act of 30 May 2014 and Polish Civil Code shall apply. GCS shall apply to the sales contract concluded with the Consumer, unless otherwise stipulated in the provisions of applicable law.

### **III. RULES FOR CONCLUDING AND EXECUTING SALES CONTRACTS AND EXECUTING ORDERS FROM THE BUYER**

1. The conclusion of the sale contract is through an order by the Buyer and after confirmation of the acceptance of the order sent by the Seller. The partnership/framework contract is concluded at the moment of signing by the Parties.

2. All amendments and supplements to contracts and all notifications and declarations, etc. shall be made in writing and signed by both Parties or else shall be null and void.

3. The price of the Goods is determined on the basis of the Seller's Price List on the day of issuing the invoice or a separate offer of the Seller submitted to the Buyer. The validity of

such offer is 14 days. Such offer is for information purposes only and is valid only after confirmation of the order acceptance by the Seller. The Buyer who is not a Consumer cannot plead ignorance of the current Seller's Price List. The Seller reserves the right to freely give discounts, rebates and to organize promotions related to the Goods sold.

4. The price of Goods includes their loading in the Seller's warehouse with a forklift on means of transport. Means of transport intended for transporting such Goods should be adapted for loading with a forklift.

5. The sale of Goods is possible in a full-pallet form, and the packaging is included in the transport costs. The Seller shall charge the Buyer an additional fee for an incomplete pallet each time when the order does not exceed 1 pallet. The above fee will be calculated as follows: 1 €,- net for each missing item up to the full pallet (applies to the purchase of one incomplete pallet).

6. The Goods shall be delivered in accordance with EXW Tarnów, Poland (according to the Incoterms 2010 ).

7. Time for delivery of the Goods: 2 - 4 weeks after payment of the advance payment to the Seller's bank account.

8. At the time of receipt of the Goods by the Buyer who is not a Consumer, the Goods must be checked in terms of quality and quantity. The Buyer who is not a Consumer is obliged to immediately report any visible defects of the Goods or their packaging. The acknowledgement of receipt, confirmed with a handwritten signature of the Buyer or a person authorized to receive the Goods, means that the Goods is free of apparent

defects. Partial receipt of Goods must be recorded on the release document.

9. The Goods received by the Buyer who is not a Consumer shall be considered as to be apparent defects free. Receipt of the Goods confirmed by the signature of the person authorized by the Buyer on the Seller's release document means the loss of the rights of the Buyer who is not a Consumer to any claims in the future related to the lack of quantity or apparent defects of the released Goods.

10. At the time of release of the Goods in the Seller's warehouse to the Buyer who is not a Consumer or to its carrier, all the weights related to the Goods, all risks and the risk of accidental loss or damage to the Goods shall pass to the Buyer.

11. The Buyer who collects the Goods with its own means of transport or through a third party, is responsible for the proper securing of the load by using pallet stoppers and lashing straps. Any damages arising from an improper transportation shall not be charged to the Seller.

12. At the Buyer's request, the Seller will deliver the Goods with its own means of transport or through the carrier to a designated place, in this case the transport costs will be stated in the invoice documenting the sale.

In this case, before making the sale, in order to calculate the transport costs, the Buyer is obliged to indicate the place of destination of the Goods.

13. In the situation where the Goods are delivered by the Seller to the place of destination indicated by the Buyer, the Buyer

who is not a Consumer is obliged to conduct quantitative and qualitative acceptance of the Goods after the Goods have been supplied at the contractual delivery place and after potential unloading carried out by the Seller.

14. The payment date is the date on which payment is received to the account of the Seller or to the Seller's cash register.

15. In case of delay in payment the Seller shall be entitled to charge statutory interest on the unpaid amounts.

16. After the payment deadline or exceeding the merchant's limit granted to the Buyer, the Seller has the right to suspend the release of the Goods to the Buyer, and all payments of the Buyer to the Seller shall become immediately due, regardless of the previously agreed payment date. The suspension of deliveries or the use by the Seller of other rights provided for in these GCS, in the event of the Buyer's delaying, deprives the Buyer of the right to seek any claims for non-performance or improper performance of the contract, in particular, claims for damages arising for the Buyer as a result of withholding deliveries, to demand immediate payment of any debts of the Seller to the Buyer or the use by the Seller of other rights referred to above. The above reservation does not apply to consumer sales.

17. The Goods will remain the Supplier's property until full payment for them by the Buyer. In the event of a delay in payment, the Seller shall be entitled to require a return of nor paid yet Goods. The Buyer is obliged to return all unpaid Goods at his own expense and risk to the place indicated by the Seller within 14 days from the date of the request.

18. Terms of payment:

- 10% of the price is due on receipt of the order.

- the remaining 90% of the price is due before delivery - this amount must be recorded on the Seller's bank account at least 2 business days prior to the agreed delivery date. Payments are checked twice a day. If the Customer fails to pay within the designated time limit, the Goods will not be released to the Buyer, and the Buyer may be charged with a contractual penalty for failure to collect the Goods in accordance with these General Sales Conditions. In this case, the Goods may be sold to other customers of the Seller, and the new delivery date will be indicated to the Buyer, however the new delivery date may exceed the time specified in point 7 above.

19. Transport and Logistics:

In the event that the Seller provides to the Buyer transport and logistics services, the above mentioned services always should be considered as additional services not related to the sale of goods. Conditions of such services depends on the selected shipment company and are included in the transport costs. Where the Buyer delays the payment of a price for the Goods or delays the payment of a transport, the Seller is entitled to withdraw the transport service at any time.

20. The Buyer who does not collect the Goods personally with his own means transport, is obliged to provide the Seller before the receipt a signed authorization for receipt containing the following data:

- driver's name and surname,
- series and number of the driver's ID document
- vehicle registration number,
- order number and date.

The driver should be informed about the obligation to prove identity at the request of the Seller.

21. The authorization should be signed by the Buyer or a person authorized to make statements of will on behalf of the Buyer. The Seller has the right to refuse to release the Goods to a person who does not have the required authorization without liability for damages incurred by the Buyer or third parties on this account. The Buyer shall be liable to the Seller for costs incurred due to the lack of authorization, in particular the costs of storage of the Goods.

22. If the Seller delivers the Goods to the place indicated by the Buyer, the Buyer must ensure that the person authorized by him to pick up the Goods is in that indicated place.

23. If in the place indicated by the Buyer who is not a Consumer is no person authorized by him to pick up the Goods, the Seller is entitled to deliver the Goods to a person who undertakes to accept them on behalf of the Buyer at the expense and risk of the Buyer. In this situation the risk related to deliver of the Goods is borne by the Buyer.

24. In the case of defects in the Goods, the Goods may not be used in assembly works and the Seller shall be notified immediately.

25. In case the Buyer finds any visible defects in the Goods after their unloading and despite this the Buyer will assemble it, the Seller shall not bear the costs related to the disassembly and rebuilding.

#### **IV. CONTRACTUAL PENALTY**

1. Notwithstanding any other provisions of GCS, the Buyer that is an entrepreneur is required to pay the Buyer a contractual penalty under the rules referred to in point 2 - 3 below.

2. The Seller may demand payment of a contractual penalty in the amount of 0,5 % of the net value of uncollected Goods, for each day of delay, if the Buyer - the entrepreneur orders the Goods and will not collect them on the agreed date, regardless of the place of their receipt.

3. Upon the Buyer's terminating the contract due to the reasons attributable to the Buyer, the Seller may demand payment of a contractual penalty in the amount of 10 % of the net value of the Goods ordered under the given contract.

#### **V. FORCE MAJEURE**

1. In case force majeure occurs, the Seller shall be relieved of its obligations under the contract and GCS during such circumstances, furthermore the Buyer shall not be liable for non - performance or improper performance of its obligations under the contract and GCS and shall have no liability whatsoever.

2. The Seller is obliged to notify immediately this fact to the Buyer

#### **VI. LIABILITY FOR GOODS DEFECTS**

1. In each case, the Seller's liability for damages against the Buyer who is not a Consumer is limited to the actual loss.

2. The Seller shall be released from the liability defects in the Goods if the Buyer knew about the defect at the time of purchase or at the time of delivery. The above reservation does not apply to consumer sales.

3. In the event of disclosure of defect of Goods, the Buyer shall not install defective Goods, secure the Goods from the destruction and shall lodge a written complaint.

4. If the Buyer who is not a Consumer has installed the Goods with previously identified defects, the Seller shall not bear the costs related to the disassembly and re-installation of the Goods.

5. The Seller is not liable for defects and damages of the Goods resulting from:

a) inappropriate or incorrect installation of the Goods that is incompatible with principles of good building practice,

b) improper use of the Goods incorrect with the purpose and properties of the Goods,

c) improper storage or transport of purchased Goods,

d) natural disasters and other unforeseeable reasons

6. In the case of an agreement concluded with the Buyer who is not a consumer the Seller shall be released from the liability for warranty.

## **VII. QUALITY GUARANTEE**

1. BRUK-BET Sp. z o.o. provides guarantee for the Goods.

2. The detailed warranty conditions and principles of complaint proceedings under the guarantee are set out in the following documents:

The conditions for the guarantee on: <http://www.solar.bruk-bet.pl/en/b2b-support/download/>

## **VIII. PACKAGES**

1. The Goods are packed on transport pallets in cardboard boxes.

2. A product identification label shall be attached to each Goods palette.

3. The Goods packed in cartons shall be stored in dry rooms, without exposing them to atmospheric conditions.

4. In individual cardboard boxes are particular formats and strengths of the Goods packaged in a strictly defined quantity (the number of panels in the carton depends on the thickness of the frame or the length of the panel).

## **IX. TERMINATION**

1. The Buyer who is not a Consumer is entitled to withdraw from the contract in the case of delay in the realization of the delivery, exceeding 30 days (except if the Parties agree otherwise) and resulting from reasons for which the Seller is at fault, provided that the Buyer at least once requested the Seller in writing to perform the order.

2. The Seller is entitled to withdraw from the contract in case of any delay in payment from

the Buyer or taking delivery of the Goods by the Buyer for the period exceeding 14 days.

9. The Application of the Vienna Convention of 11 April 1980 on International Sale of Goods is expressly excluded by the Parties.

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## X. FINAL PROVISION

1. Each Party is entitled to claim supplementary damages in the amount exceeding said contractual penalty.

2. In case of dispute the applicable law shall be the law of Poland.

3. All amendments to this GCS shall be made in writing to be valid.

4. General Conditions of Sale and Goods Sheets are available : <http://www.solar.bruk-bet.pl/en/>

5. The invalidity of any provision of this GCS shall not affect the validity of the remaining provisions and GCS as a whole.

6. The Buyer who is not a Consumer shall be responsible for the consequences of providing in the order improper or incomplete data that prevent the correct implementation of the order.

7. Any controversy or disputes that may arise under contract shall be settled by the suitable court in Poland.

8. To the issues not regulated by contract the provisions of Polish law shall be applied, in particular provisions of Polish Civil Code and the Polish Consumer Rights Act of 30 May 2014

These provisions of GCS are not intended to restrict the consumer rights provided in the current legal base.