

GENERAL COMMERCIAL TERMS AND CONDITIONS OF RUBIX POLSKA S.A.

1. INTERPRETATION

The following definitions apply to the commercial terms and conditions (unless otherwise indicated in the text):

Supplier	Rubix Polska S.A. or another Rubix Group entity
Customer	any entity that orders a service or purchases Goods from the Supplier Parties - the Customer and the Supplier
Contract	an agreement concluded between the Customer and the Supplier for the supply of goods and/or services Terms and Conditions - these commercial terms and conditions
Confidential Information	- all information relating to the business and finances of the Parties including but not limited to business methods, financial information, pricing, discounts, business, financial, and marketing activities, development plans, employees, customer lists, computer systems and software, know-how or other matters relating to goods or products and services; provided or obtained by either Party; information regarding either Party's relationship with its existing or potential customers and the needs and requirements of those customers
Goods	goods delivered or to be delivered by the Supplier to the Customer in accordance with the Contract
Services	services delivered or to be delivered by the Supplier to the Customer in accordance with the Contract
Integrator Sales	sales of Goods or Services consisting of the coordination and/or re-invoicing of such sales and/or Services for which the Seller/Service Provider is designated in advance by the Customer or agreed with the Customer. Integrator Sales coordination may consist, in particular, of communicating to the Seller/Service Provider the Customer's requirements for the ordered transaction, arranging transport to and from the Customer, forwarding technical and billing documents, and acting as an intermediary in complaint proceedings.

2. BASIS OF THE CONTRACT

- Any quotation submitted to the Customer by the Supplier shall not constitute an offer but merely an invitation to cooperate and shall not be binding on the Supplier until the Customer's order has been confirmed in writing by the Supplier.
- The Customer can place an order by post, fax, e-mail, via the online sales system or by telephone, and the Supplier may accept it.
- Any Contract concluded in accordance with Article 2(b) above shall be subject to these Terms and Conditions, unless otherwise agreed by the Parties in the concluded Contract.
- Any changes and reservations to the Terms and Conditions must be made in writing to be valid and by a person authorised by the Supplier.
- For Services, any case where the Supplier merely coordinates such a service without performing it directly shall be treated as Integrator Sales. For sales of Goods, sales are treated as Integrator Sales if the Supplier so defines it in the submitted proposal.
- For Integrator Sales, unless the Supplier has given its express written consent, the validity of any notes other than those described in the Terms and Conditions placed by the Customer on the Customer's orders and/or other documents or commercial terms and conditions is excluded.
- Any misprints, clerical or other errors or omissions in quotations, sales flyers or order confirmations, letters and invoices provided to the Customer may be corrected by the Supplier without any additional obligation on its part.
- No information including but not limited to statements, descriptions, details of weight and/or dimensions, warranties, conditions and suggestions contained in catalogues, price lists, advertisements or other written statements and verbal communications shall be deemed to differ from or override these Terms and Conditions in any manner.

3. PRICE

- Unless otherwise agreed by the Parties, the price of the Goods shall be that on the Supplier's price list applicable on the date of dispatch.
- By informing the Customer prior to confirming the delivery of the Goods, the Supplier reserves the right to increase the prices of Goods and/or Services to reflect increases caused by factors beyond its control including but not limited to exchange rate fluctuations, significant increases in costs of labour, materials or other costs including, without limitation, increases communicated to the Supplier by Manufacturers.
- The Customer shall be financially liable in the event of losses, costs or expenses incurred by the Supplier through the fault of the Customer directly or indirectly, in the event of a change in the delivery date by it, a change in the quantity and specification of the Goods, or failure to provide the required information or instructions.
- All prices are exclusive of VAT.
- The Supplier reserves the right to charge a fee for the minimum order value at its discretion.

4. DELIVERY

- The Supplier's late delivery of the Goods and Services shall not be grounds for the Customer to terminate the Contract. The Supplier may deliver the Goods earlier by giving reasonable notice to the Customer.
- Unless otherwise agreed in writing by the Supplier, the Goods shall be delivered from the Supplier's premises and the price shall not include the costs of transport, additional packaging and insurance of transport to the place where the Goods are accepted by the Customer.
- If the Customer fails to accept the Goods or confirm the Services rendered, or fails to give appropriate instructions prior to delivery or provide an alternative delivery date without prejudice to other available remedies, the Supplier may:
 - store the Goods until delivery is completed and charge the Customer for storage and insurance of the Goods; or
 - sell the Goods at the best possible price, in which case the Customer shall bear the difference in price which should be paid to the Supplier according to the Contract and as currently obtained. These rules should also apply if the Customer has undertaken to collect the Goods from the Supplier and has not done so within 21 days after being informed by the Supplier that such Goods are ready for collection.
- Written notice of incomplete delivery and/or damage to the Goods during transport must be given to the carrier at the time of delivery, detailing the shortage and/or damage, or to the Supplier within 7 days of delivery of the Goods, otherwise the right to file such a complaint shall be deemed lost.
- All complaints regarding non-conformity of the Goods with the Customer's order must be submitted to the Supplier in writing within 14 days of the delivery date, otherwise the right to file such a complaint shall be deemed lost.
- The Goods ordered erroneously may be returned with the written consent of the Supplier, and the Supplier shall be entitled to charge a fee for any losses due to the Customer's error. Properly approved returns can be sent to the Supplier at the Customer's expense.
- Such return must be made within 6 weeks of delivery if the Customer is entitled to return the Goods for any reason. An extension of this period may be made with the written consent of the Supplier.
- In the event that the Goods are held by the Supplier for the Customer pending the Customer's order, the Supplier may notify the Customer to collect them or accept shipment of all remaining Goods, whichever is more appropriate, within 6 months of the date of such notification. Any outstanding payments at the expiry of this period must be settled immediately.
- The Supplier shall be entitled to cancel a confirmed order or to withdraw from Delivery if the Customer does not fulfil its obligations to the Supplier.
- Unless otherwise expressly agreed by the Parties, all shaft, rail and ball screw cutting services (linear technology) shall be performed within a tolerance of +/- 1.5 mm.
- The Supplier shall have the right to assume that any person signing the delivery confirmation on behalf of the Customer is duly authorised to do so.

5. PAYMENT

- The payment term should be an important part of the Contract.
- In the event that the Customer fails to settle an outstanding payment relating to the Contract between it and the Supplier, the Supplier shall be entitled to terminate the Contract and shall not be obliged to complete the part of the Contract that has not yet been fulfilled or to fulfil its obligations under warranty or statutory warranty.
- If the Customer defaults in the payment of any invoice, the Supplier may, at its discretion, demand any or all of the outstanding payments immediately.
- If the Customer fails to make payment within the deadline, the Supplier shall be entitled to charge the Customer statutory interest, without prejudice to other rights and solutions.
- The Supplier reserves the right to settle the Customer's debts in connection with any contract with the amounts it owes the Customer for any reason.

6. WARRANTY AND STATUTORY WARRANTY

- All provisions concerning warranty and statutory warranty rights under law (insofar as their exclusion is permitted) or derived from previous methods of work or commercial rules, relating to the quality of the Goods or their suitability for a particular purpose or relating to the conformity of the Goods with their description or samples are hereby excluded.
- The Supplier (in relation to Contract, tort) shall not be liable for loss, destruction or for any apparent quality defects or condition of the Goods prior to delivery or for any complaint relating to the case where any product delivered in accordance with the Contract has a defect, is lost, damaged or does not meet the terms of the Contract or for non-delivery of the Goods if complaints relating to the above are not presented to the Supplier in writing within 7 days of delivery.
- If the Customer's complaint is justified in accordance with Article 6(b), the Supplier undertakes to replace or repair the product or part thereof at its own discretion, and the Customer accepts this replacement or repair and its claims are fully satisfied.
- In the case of Goods manufactured by the Supplier or Services provided by the Supplier (not applicable to Integrator Sales), if a defect is discovered in any product or Service within 12 months of delivery, the Supplier shall, at its discretion, either grant trade credit to the Customer for the full amount paid by the Customer for such Goods or repair or repeat performance of the Service free of charge, at the place originally indicated by the Customer, provided that payment has been made for such Goods or Services.

- Where the Goods are not manufactured by the Supplier, the Supplier shall, to the extent possible, transfer all rights under the warranty granted by the manufacturer to the Customer, provided that the Goods have been accepted and paid for.
- To exercise the rights contained in Article 6(d), the Customer shall, within 7 days of such defects or faults appearing or being diagnosed, inform the Supplier and, upon the Supplier's written instructions, return the damaged Goods to the Supplier.
- The Supplier shall not be liable for defects resulting from actions, omissions or errors of the Customer, its employees or agents, including but not limited to wear and tear during operation, intentional destruction, negligence, unsuitable working conditions, failure to comply with supplier's or manufacturer's instructions, improper use, improper installation or repair or use of unsuitable lubricants.
- The Supplier shall not be liable for any advice or recommendation given by its employees, representatives, agents, or sub-contractors regarding storage, application, or use or for any statements or actions in relation to the Goods and Services which have not been confirmed in writing.
- In the case of delivery of product samples to the Customer and further orders of the same products and where such samples are accepted upon receipt, the Customer shall rely solely on its own opinion of such samples and the sale of such products shall be treated as the sale of samples. The Supplier shall not be held liable in the event of complaints relating to such Goods, provided they conform to the accepted samples.

7. COMPENSATION

- The Customer shall indemnify the Supplier fully and effectively against all costs, claims, demands, losses or liabilities brought against or incurred by the Supplier and arising directly or indirectly from the infringement or alleged infringement of patent, trademark, acquired rights and intellectual property rights in connection with the import, production or sale of Goods, if these activities were carried out upon the Customer's special order or pursuant to the Customer's requirements.
- The Customer shall provide the Supplier with full and effective indemnity for any loss or liability which is incurred by the Supplier as a result of negligence of the Customer or its agents, in the course of taking delivery of the Goods from the Customer.

8. RISK AND OWNERSHIP

- The Goods shall remain the property of the Supplier until the Customer has paid for the Goods and Services delivered or to be delivered. Until then, the Customer shall hold the Goods as a depository, keep them separate from Goods belonging to the Customer or third parties, and store them in an appropriate manner, protect them and mark them as Goods belonging to the Supplier. After the expiry of the agreed payment deadline, the Supplier, at its option, may continue to demand payment for the Goods or the return of the Goods by the Customer, at the Customer's expense.
- The Customer shall bear the risk of the Goods from the moment they are delivered to the Customer or to any other third party designated by the Customer, as well as after 7 days have passed since the notice sent by the Supplier informing that the Goods are ready for collection. The risk shall also pass to the Customer if the Customer or a third party designated by the Customer fails without reason to accept delivery after the delivery date of the Goods.
- The Customer hereby grants the Supplier, its employees, agents and sub-contractors irrevocable permission to enter the premises where the Goods are stored to re-acquire or inspect them.
- If a consignment warehouse of the Supplier is set up on the Customer's premises, the Supplier reserves the right to enter the Customer's premises at any time to remove items from the warehouse when it decides that there is a risk of non-payment, unauthorised use or removal of the Goods from the warehouse.

9. CONFIDENTIAL INFORMATION

- Each Party, for reasons of Confidential Information, hereby agrees:
- to maintain Confidential Information in absolute secrecy;
 - not to use Confidential Information except to exercise the rights and fulfil the obligations under this Contract;
 - not to disclose Confidential Information to third parties, where any Rubix Group entity shall not be considered a third party;
 - to limit the disclosure of Confidential Information to information that is relevant and necessary for employees or other persons who require such information to fulfil their duties as stated in the Contract, and ensure that such employees or other persons are aware that the information is confidential.

10. CONTRACT TERMINATION AND CANCELLATION

- The Supplier may withdraw from the Contract at any time if:
 - the Customer is bankrupt (insolvent) or has made a proposal to creditors to open recovery proceedings;
 - if an administrative receiver, liquidator, trustee in bankruptcy, or administrator is appointed for the Customer's assets;
 - if the Customer declares cessation of or threatens to cease business activities;
 - if a court order to seize the Customer's property or other proceedings encumbering the Customer's assets exist;
 - if the Customer exceeds the provisions of the Contract and fails to remedy such breaches within 30 days of receipt of written notice, without prejudice to other rights and remedies;
 - if any invoice correctly issued by the Supplier to the Customer has not been paid in full within the indicated payment deadline.
- The Supplier's right to terminate the Contract in accordance with the provisions of Article 10 includes the right to suspend any further deliveries and/or Services that were to be performed in accordance with the Contract.
- Upon the end of the Contract, if any Goods have been delivered to the Customer and have not been paid for, a due amount shall be created immediately, irrespective of any previous agreements made in this respect.
- Without written agreement with the Supplier the Customer may not cancel an order that has been accepted by the Supplier. In the event of cancellation or interruption of an order, the Customer shall compensate the Supplier for all losses including, but not limited to, loss of profit, costs, charges and expenses incurred by the Supplier as a result of such cancellation or interruption.

11. FORCE MAJEURE

The Supplier shall not be liable towards the Customer and the Contract shall not be affected in the event of delay in fulfilment or non-fulfilment of contractual provisions if this has occurred for reasons beyond the Supplier's control including, but not limited to, the following events:

- explosion, storm, fire, accident;
- war or threat of war, sabotage, insurrection, riots, requisition;
- amendments to legislation, introduction of restrictions or prohibitions or other measures taken by the relevant state or local authorities;
- changes to import and export regulations and introduced embargoes;
- strikes, blockades or similar actions;
- electricity shortages or machine breakdowns;
- deficiencies in Deliveries for reasons stated above.

12. LIMITATION OF LIABILITY

- The Supplier's liability for damage arising from the Contract shall be limited to the value of the products and/or Services in relation to which such liability arises.
- Under no circumstances shall the Supplier be liable for any loss of production, profit, contracts, turnover or anticipated savings, for any increase in operating costs or other financial or economic loss or for any indirect loss incurred by the Customer or by a third party under Contract with the Customer.
- If the Supplier undertakes to perform the service in accordance with the Customer's design and/or specifications and/or instructions, the Supplier shall not be liable for any loss resulting in part or in whole from the application of such design, specifications or instructions.
- In the case of an Integrator Sales contract, the Supplier shall not be responsible for the quality or timeliness of the service and/or sales covered by such contract. The Supplier shall not be liable in any manner, including for any damage, towards the Customer arising from the performance of such service or in connection with the goods supplied, including liability for the quality of the products (statutory warranty liability is excluded entirely).

13. GENERAL PROVISIONS

- The Customer may only transfer rights or obligations under the Contract upon the written consent of the Supplier.
- Any notice given to one Party by the other should be in writing, sent to the main address or mailing address.
- If any part or parts of the Contract are declared invalid or unenforceable by the relevant authority, this shall not affect the validity of the remaining provisions.
- The Contract shall be governed by Polish law and the court with jurisdiction over the registered office of the Supplier.
- To check the financial position of the Customer, the Supplier shall have the right to provide information about the Customer to a business intelligence agency.