

**GENERAL TERMS AND CONDITIONS**  
**as of 24.08.2022**

**1. Definitions**

Supplier shall mean Trelleborg Sealing Solutions Polska Sp. z o.o. with its registered seat in Warsaw at ul. Twarda 18 entered in the National Court Register's Entrepreneurs Register under the number 0000100886 with the share capital of PLN 6.400.000, NIP tax identification number 522-00-22-265 and Regon statistical number 010638344, having the status of a large entrepreneur within the meaning of the Act on Counteracting Excessive Delays in Trade Transactions.

'Buyer' shall mean a legal person an individual or an organization without corporate entity that orders or purchases Goods from the Supplier.

'Parties' shall jointly mean the Buyer and the Supplier.

'Goods' shall mean the Goods that are the object of an order of the Buyer.

'TSS' shall mean Trelleborg Sealing Solutions Polska Sp. z o.o.

These General Terms and Conditions of Sale shall be hereinafter referred to as the 'GTC' or 'Conditions'.

**2. General Provisions**

- 2.1 These Conditions shall govern the entire sales of the Supplier's goods to entrepreneurs. Buyer's terms and conditions of purchase as well as further Buyer terms such as quality assurance agreements, logistic agreements or warranty agreements are herewith expressly rejected. No amendments to these Conditions shall be binding for the Supplier unless the Supplier and the Buyer have resolved otherwise in an agreement made in writing to be effective. A waiver of orders by the Buyer may only be given pursuant to the terms specified in the GTC or in the agreement that is referred to in the preceding sentence.
- 2.2 These Conditions shall supersede previous oral or written representations applicable to the Goods that are addressed to the Buyer. All information included in the materials concerning sales or correspondence shall be used as general guidelines only and does not form part of the sales or delivery agreement. The Goods shall not be sold for sampling purposes. The Supplier may modify the standard Goods without notice.
- 2.3 A delay or failure on the part of the Suppliers in enforcing its rights that comply with the GTC does not result in a waiver of any of receivables arising from default on payment or further default on an agreement binding upon the Supplier and the Buyer at any time.
- 2.4 The GTC shall form an integral part of all agreements concluded by Buyers. In the event of doubts concerning interpretation of agreements the GTC shall be applied accordingly. All terms and conditions of purchase by the Buyer shall be binding for the Supplier only if they have been accepted by the Supplier in writing.

**3. Delivery**

- 3.1 A delivery shall be performed at the moment when the Supplier's carrier unloads the Goods in the Buyer's premises (when the Supplier organizes transport in the territory of Poland at the Buyer's request) or when the Buyer or its carrier or representative has collected the Goods from the Supplier's warehouse.

Any delivery dates (upon request or agreed) shall be estimates only. The delivery time is not the object of the agreement and the Supplier shall not be held responsible for any delay in delivery unless the Parties have agreed otherwise in a written agreement. The Supplier may deliver the Goods in lots and issue a separate invoice for each lot. Each delivery shall constitute a separate and any claim relating to specific lots does not authorize the Buyer to any rights or compensation with respect to other lots.

3.2 Risk related to any loss or damage to the Goods shall be transferred upon the Buyer at the moment of their release to the Buyer.

#### **4. Price and Payment**

4.1 Written offers prepared by Supplier are non-binding. Unless otherwise agreed by the parties, a contract governed by the GTC's is formed upon receipt of Supplier's order confirmation in writing or via email, however no later than when the Supplier makes the delivery.

4.2 The Supplier may change the quoted price if Supplier is adversely affected by increased costs, including but not limited to increased export or import charges, changes in tax, changed raw material prices, changed exchange or inflation rates etc, or if the Buyer orders a different quantity of Goods than the one specified in the offer, based on which the Supplier has estimated the delivery costs.

4.3 The price of Goods shall include standard packaging, does not however, include delivery costs, unloading, unloading, freight insurance, special inspection requirements, manufacture of special tools, including VAT, unless the Parties have agreed otherwise in a written agreement.

4.4 If the Supplier does not specify it otherwise in writing, the Buyer shall pay invoices of the Supplier in their entirety without any deductions and discounts in Polish zlotys at the date specified in the invoice. The payment date shall commence on the invoice issuance date.

4.5 If the price rates have been determined in a currency other than the Polish zloty, the price for Goods shall be an equivalent of a given foreign currency price expressed in Polish zlotys at the average exchange rate by the National Bank of Poland prevailing on the issuance date of the Order Confirmation.

4.6 Without prejudice to any other compensation, if the Buyer fails to pay any invoices in its entirety when due, the Supplier may calculate interest in accordance with the applicable regulations.

4.7 The date when a specific amount has been posted to the Supplier's bank account shall be recognized as the payment date.

4.8 Ownership of the Goods shall pass onto the Buyer after payment of the entire price for the Goods to the Supplier, which does not release the Buyer from responsibility for an accidental loss or damage to the Goods.

#### **5. Acceptance**

5.1 The Buyer shall inspect the Goods after delivery and it is recognized that it has accepted them unless it has informed the Supplier and the Supplier's carrier in writing about any losses, shortages, surpluses or visible damage or incompatibilities within seven days as from the delivery date. The Buyer shall inform about failure of delivery within seven days as from the invoice issuance date by the Supplier. The Buyer may not refuse acceptance of the delivery with a shortage or surplus, in the event whereby a margin has been complied with at 10% (for non-standard Goods) and 5% (for standard Goods) relative to the ordered quantity. In such events the Supplier shall adjust the price proportionately.

5.2 Collection of the Goods is the main duty of the Buyer.

## **6. Warranty**

6.1 The Supplier warrants that the delivered Goods shall be free from manufacturing and material defects (physical defects) and legal defects. In the event of establishing and proving such defects within a period of 8 weeks as from the acceptance date of the Goods by the Buyer and notifying about them not later than within 3 days as from their detection, Supplier in agreement with the Buyer shall replace the defective Goods with ones that are free from defects or shall reimburse the Buyer with a relevant amount of money. Incorrect use of the Goods, damage caused during installation or operations that are not compatible with its features shall release the Supplier from its warranty obligations and any other obligations towards both the Buyer and third persons.

6.2 In the event the Goods are to be delivered in lots, any defect in any lot of the Goods shall not authorize the Buyer to withdraw the order for the remaining parts (lots).

## **7. Limitation of Liability**

7.1 Nothing in these Conditions shall exclude or limit the liability of the Supplier for death or body injuries caused by the Supplier's fault with regard to the Goods or due to fraudulent misrepresentation to the Buyer.

7.2 The parties shall limit the maximum value of any compensation incurred by the Supplier, under contract, tort (including negligence and default on a statutory obligation) or otherwise to the price of the Goods established in accordance with such conditions with respect to which such claim is made.

7.3 In no event shall the Supplier or its representatives be held responsible for:

7.3.1 any stoppage in the Buyer's operations, in particular the loss of a possibility to use any equipment, loss of income, contracts, profits, repute of the Buyer, the loss of predicted savings, losses caused by claims of third persons that arise out of or in connection with operations or envisaged operations of the Buyer, or

7.3.2 any damage, costs, expenses or other claims about any compensation due to negligence, termination of the agreement or caused otherwise that have not

occurred a direct cause of failure to performance or undue performance of the agreement by the Supplier and that could not have been predicted to a major extent as resulting from termination of the agreement on the acceptance date of the Buyer's order.

7.4 In no event shall the Supplier be held liable for any claim with respect to the Goods or the sales agreement that is made to the Suppliers more than two years after the agreement performance date by the Supplier. Thus the Parties agree that the sale date – the agreement performance date is the date on which the Supplier has issued an invoice. The Supplier shall issue invoice within seven days as from the shipment date of the Goods from the Supplier's warehouse at the latest.

## **8. Force Majeure**

The Supplier shall not be held liable for any failure to perform, or undue performance of agreements caused by any event that is consider reasonable control, including, but not limited to, any force majeure, in particular fire, flood, plant breakdown, power outage, shortage of water, supplies or materials, collective dispute, decrees of the government or other public authority, public riots, terrorism, or war.

## **9. Termination of the Agreement**

Without any prejudice to any other compensation, the Supplier may immediately suspend deliveries, take over the Goods that are its property and/or terminate the sales agreement (and any other agreements with the Buyer), should the Buyer default on any provision of the GTC or fail to pay an amount to the Supplier due to any reason whatsoever when due.

## **10. Miscellaneous**

10.1 The Buyer shall store and use the Goods in accordance with any instructions received from the Supplier who shall not be held liable for any damage, loss, claims or expenses resulting from failure to comply with such instructions.

10.2 Any materials delivered to the Supplier by the Buyer shall be at the Buyer's risk when they are held by the Supplier or in the course of transport to or from the Buyer and the Buyer shall insure them accordingly. The Supplier shall not be held liable for defects arising from materials or designs delivered by or specified by the Buyer.

10.3 The Buyer must have authorization pursuant to the applicable law that are necessary to conclude an agreement for the delivery of any materials, designs and specifications that it delivers to the Supplier. The Buyer represents and warrants to the Supplier that All Goods manufactured or with their use shall not violate any rights of third persons arising under copyright and neighboring laws, industrial property rights etc. The Buyer shall fully compensate the Supplier in the event of any losses, claims, costs and expenses arising under default on the provision contained in the previous sentence, which shall not denote takeover by the Supplier of any obligation or liability of the Buyer towards third persons.

10.4 The Supplier reserves for itself the intellectual property, rights to the Goods and any tools used for their manufacturing, including copyright but not limited to the rights to design, patent rights, application of patents, trademarks, and confidential specialist knowledge (know-how), in any case whether registered or not. The Buyer may not use such rights without the Supplier's explicit consent made in writing.

10.5 In the event whereby the Goods are exported outside the territory of Poland, the Buyer shall be responsible for compliance with all laws and regulations that govern their imports, transshipments, use and resale in the country of destination. Unless it has been agreed otherwise in writing the Buyer shall bear any risk relating to the exports of the Goods after they have left the Supplier's plant.

10.6 Purchaser agrees and undertakes that:

- a. it will not use the goods for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause TSS to be in breach of financial or trade sanctions imposed against Iran or any other destination;
- b. it will not export, re-export, re-sell, supply or transfer the goods to any destination or party subject to UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the goods are likely to be used for the purposes set out in lit. a.) above;
- c. it will comply with all applicable export and sanctions laws;
- d. it will include the same terms in its dealings with its customers; and
- e. it agrees to fully indemnify TSS for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against TSS arising out of or in connection with any breach of this section whether such breach occurs directly or indirectly, with or without the knowledge of TSS.

10.7 At the Buyer's request the Supplier shall deliver the Goods to the Buyer in lots for a period of time of up to twelve months, in accordance with an agreed written schedule of deliveries. In the event whereby any Goods ordered by the Buyer have not been delivered towards such period., the Supplier may deliver them without notice and issue an invoice for them.

10.8 If any part of the provisions of the GTC or any other part of agreements concluded with the Buyer is found to be ineffective or may not be applied, the other part shall remain unchanged and binding for the Parties. The Parties shall replace the provision that are ineffective with generally applicable provisions of law, unless they have agreed otherwise.

10.9 The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Poland. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

10.10 The courts of Warsaw shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any agreement or its subject matter or formation.