

## GENERAL CONDITIONS OF EXPORT SALE OWSe 801

### §1

1. Sale of commodities of the ZETKAMA Spółka Akcyjna in Ścinawka Średnia (hereinafter referred to as ZETKAMA) on a foreign market takes place upon conditions set out in the present General Conditions of Export Sale "OWSe 801".
2. These conditions refer to the realizations of all foreign orders submitted by customers and they refer to all business relations with ZETKAMA. They also apply even if not referred to in a commercial transaction from time to time, but the OWSe text is printed at the back side of the VAT invoice issued by ZETKAMA.
3. Any deviations from the provisions included in OWSe require a written form and do not result in annulling the remaining OWSe conditions.
4. Customer's business conditions different from those determined in OWSe are not binding for ZETKAMA also in the situation when ZETKAMA has not submitted any clear reservations.
5. Any verbal and over-the-phone arrangements made by ZETKAMA employees are binding for ZETKAMA only if such arrangements were confirmed in writing by persons authorized to act in the name of the company.

### §2

1. Written confirming of an order by ZETKAMA means accepting the order for realization. All subsequent deviations require written form.
2. For orders with immediate collection of commodities, the VAT invoice issued by ZETKAMA constitutes the confirmation of order.
3. Prices given in the order confirmation are binding for products and services of ZETKAMA.
4. Prices of ZETKAMA commodities do not include packaging.

### - §3

1. Charges for commodity/services are payable by bank transfer within 30 days from the date of VAT invoice issuance to the ZETKAMA bank account before the day of collecting the commodity.
2. Charge for the commodity may be subject to securing with a letter of credit or a bank guarantee following a bilateral agreement in this regard, whereas the Buyer is obliged to bear the expenses of security.
3. For purchases with value less than Euro 5 000, ZETKAMA does not sell products with a postponed date of payment (business credit).
4. It is necessary to determine the chosen method of payment in the orders.
5. The Buyer may obtain a business credit only in the case that at the moment of payment there is no doubt that all its obligations towards ZETKAMA resulting from earlier deliveries were paid in due time and when there is no doubt as to its solvency.
6. In case of the Buyer not keeping the date of payment, interest for delay in the amount of 10% annually shall be calculated.

### §4

1. Deliveries of ZETKAMA goods take place under FCA conditions (from works in Ścinawka Średnia) - Incoterms 2000.
2. Upon the customers written request and at its cost, ZETKAMA shall deliver the goods to the indicated address.
3. Products can be delivered by ZETKAMA to the recipient's delivery address through a carrier chosen by ZETKAMA or appointed through by the recipient based on an authorisation of the recipient.
4. At the moment of releasing the goods (item 3), the transport risk is borne by the recipient; only in the case of delivery of goods by ZETKAMA transport, the risk of their loss or damage lies with the deliverer.
5. In accordance with the reduced risk of transport set out in point 4, the parties insure themselves at their own expense.

## **§5**

1. The date of collection of the ordered commodity is determined in order confirmation.
2. The date of delivery is deemed to have been met when the commodity was prepared for shipment in accordance to the defined date.
3. Events of force majeure, in particular all events such as strikes, cataclysms, wars and any others impossible to foresee which can make it difficult or hinder the regular supply, the manufacturing process or the delivery of goods, entitle ZETKAMA to extend the deadline of order execution.
4. If the delay in delivery of goods exceeds one month, the Buyer of the goods has the right to withdraw from the agreement without the right to compensation.

## **§6**

1. ZETKAMA grants a quality guarantee assuring correct functioning of its products, provided that installation was performed in accordance to the instruction manual and the operation of goods is consistent with technical specification and parameters defined in ZETKAMA index cards. The term of the guarantee is 18 months from the installation date, however no longer than 24 months from the date of sale.
2. The Buyer should inform ZETKAMA about latent defects of the product immediately after finding the defects.
3. A complaint requires the written form.
4. ZETKAMA is not liable for damages resultant from incorrect or negligent use, and in particular due to incorrect installation.

## **§7**

Commodities delivered by ZETKAMA remain its property until the payment of the amount due.

## **§8**

In all matters not covered by the present OWSe, the General Conditions for the Supply and Erection of Mechanical, Electrical and Electronic Products (ORGALIME SE01 – Brussels, September 2001) is applicable.

