General conditions in PPHU ROCH ZBIGNIEW ROKITA

§ 1 General provisions

These General Terms and conditions of Sale and Services (hereinafter referred to as

- These General Terms and conditions of Sale and Services (hereinafter referred to as OWS) define the rules for concluding contracts offered by PPHU ROCH ZBIGNIEW ROKITA with its registered office in 24-065 Tamowskie Góry, ul Kopalniana 72, OWS They form an integral part of all contracts concluded by PPHU ROCH ZBIONIEW ROKITA and bind the other party to the contract if they were delivered before the conclusion, but in the case of When the parties have agreed their rights and obligations in the form of a separate written agreement, the provisions of such a written agreement, and the provisions of these OWS only to the extent not covered by the agreement.
- for future transactions as well. Adoption OWS by an entity in a permanent relationship with PPHU ROCH ZBIGNIEW ROKITA in one contract, it is considered their acceptance for subsequent contracts concluded by him with PPHU ROCH ZBIGNIEW ROKITA., unless the parties have
- concluded by him with PPHU RUCH ADDIVIEW NORTHAL waves us preserved otherwise stipulated. PPHU ROCH ZBIGNIEW ROKITA is entitled to change or extend OWS at any time. The version of the OWS in force at the time of placing the order shall apply. In the case of long-term contractual relations, the proposal to change the OW will be sent to the Customer in writing, no later than 14 days before the proposed date of entry into force of the amendments to the OW. It is assumed that the Customer has agreed to change the OW if the has not notified the refusal to accept amendments to the OWS before the proposed date of their entry into force. Then the amended OWS will constitute ZBIGNIEW ROKITA for PPHU ROCH, the basis for further commercial relations havenon the narrise. between the parties. The terms used in the general terms mean:

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a)

- Contractor/order taker PPHU ROCH ZBIGNIEW ROKITA
- b)
- CHART CHART FFILE ROCHT ZHIGNIEW ROKITA based in Tamowskie Góry.
 Client a natural person, a legal person, an organizational unit with legal capacity, concluding a contract with the Client The seat of the contractor- 42-605 Tamowskie Góry, ul. Kopalniana 72 c)
- d)
- 72 Offer a proposal submitted by the Contractor, specifying the conditions of the future contract or contract, Order an offer of cooperation submitted by the Ordering Party in witting, delivered in person, by post, e-mail, containing at least the identification of the ordered services, the data of the Ordering Party, necessary to issue a VAT invoice and data about the Company, contact details, method, date and place of receipt of the ordered evolution. e)
- f) Confirmation a written declaration of the Contractor on acceptance of the order, submitted to the Ordering Party g) Machines also machine elements, machine parts, components The Ordering Party undertakes, in particular, to comply with the principles set out in the
- a)
 - cooperation with the Contractor to the extent necessary for the proper performance of the Agreement, in particular providing him with relevant documents and information necessary for the implementation of the subject of the Agreement, payment of the agreed price, subject to the agreed time limits, deiivery and receipt of the repaired object, the observance of the required deadlines and forms appropriate to the complaint operations, describe in complaints any circumstances of the case under the rigor of considering them in possible compensation proceedings as non-existent. b) c) d)

 - e)
- f) the proper and complete fulfillment of any other obligations under the contract or the OWS.

- § 2 Offers and prices. Offers of PPHU ROCH ZBIGNIEW ROKITA. they shall be submitted in a non-binding and non-binding manner. The documents included in the offer, such as illustrations, drawings, data on parameters or other technical information and technical standards and standards characterize only the subject of the contract and only in the case of an appropriate written confirmation provide for the subjects of the characteristics. The offer is sent to the Ordering Party in writing by post or by e-mail. The Ordering Party shall place the order in writing or by electronic me The offer includes:

- net price
- net price payment conditions payment term delivery date the expiry date of the offer the Seller reserves the right to sell the offered goods until the order is received. Offer does not include:

- The Seller reserves the right to sell the offered goods until the order is received. Offer does not include: verification of the components to be repaired disassembly and assembly of components from the machine transport costs to the contractor's premises or from the contractor's premises to the contracting authority. The contract only takes effect if PHU ROCH ZBIGNIEW ROKITA confirms the order or order in wring or stars the provision by performing the service. Where, after the initial verification of the machinery or parts thereof submitted for repair, no further repair is carried out, the costs incurred in connection with the initial verification shall be paid as agreed by the contractor. In the event that, after the order has been placed by the Oddrong Pary, its financial itauation will not been even that, after the order has been placed by the Oddrong Pary, its financial itauation will the event that, after the order has been placed by the Oddrong Pary, its financial itauation will proportize publications), and causing the performance of the contract to be significantly jeopartized, In particular, until the Ordering Pary has fulfilled additional conditions, PPHU ROCH ZBIGNIEW ROKTTA is entitled to withdraw from the contract in whole or in part and investigate the costs incurred in this respect

§ 3 Payment terms

- 8 STajilieni terms
 Invoices issued for the price of the service plus taxes and fees due. The payment is due in the contract currency. The Parties agree to issue an invoice without signature.
 Payment for the services provided should be made without deductions immediately after the invoice is issued or according to the agreed payment terms. This period shall in any case be determined in days and shall be calculated from the date of issue of the invoice. The date of preformance of the service by the Oxfering Party is the date of receipt of the receivables into the PPHU ROCH ZBIGNIEW ROKITA account
 In case of late payment, PPHU ROCH ZBIGNIEW ROKITA he is entitled to demand from the day following the designated date of interest payment in their maximum value specified in article 359 § 2¹ of the civil code without additional calls (on an annual basis). In the case of elents who are emergencement, the Contractor has the right to demand, in addition to statutory interest for delay, also interest for delay in commercial transactions.
- It in accurate to automy means y means to early test the provided of the provi
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- consent. The Ordering Party undertakes to notify PPHU ROCH ZBIGNIEW ROKITA immediately, in writing, each time of change of its registered office or place of residence and address for the delivery of correspondence. Failure to notify shall result in the service effected on the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contracts signed or in other the contract indicated or in the contract indicated or in the contracts signed or in other the contract indicated or in the contract indicated or indicat mmercial agreements being deemed to be effective commercia § 4 Order

- 1.
- 2. 3.
- The order should be placed in writing or by e-mail. In particular, the order should specify the exact name and address of the Ordering Party, the description of the ordered service, the date and place of delivery of the repaired elements agreed with PPHU ROCH ZBIONIEW ROKITA, the form and date of payment and be solumited by the person authorized to place orders on behalf of the Ordering Party. The order does not need to be preceded by a request for quotation. Orders for mail order are accepted by telephone or writen, by e-mail, by post. If the order concerns a previously presented offer, it is necessary to include the offer number on the order. Meeting the above requirements will allow for flawless and quick execution of the order. In the event of failure to refer to the offer number, the Contractor shall not be liable for possible price incompatibilities on the VAT invoice. Lack of availability of goods, as well as non-compliance in the specific parameters of the goods specified in the service. This can be done by physican accept the order in the hydraulic device PPHU ROCH ZBIGNIEW ROKITA. Can accept the order in whole or in part. It then gives the scope of the repair and the evaluation of the service. This can be done by phone or e-mail. PPHU ROCH ZBIGNIEW ROKITA. it is bound by the term of service only if it is confirmed. The customer is obliged to receive the repaired machine or part within the agreed time limit. In the absence of confirmation or the deadine, PPHU ROCH ZBIGNIEW ROKITA to partice time limit. In the absence of confirmation or part within the agreed time limit. In the absence of confirmation or part within the agreed time limit. In the absence of confirmation or part within the agreed time limit. In the absence of confirmation or part within the agreed time limit. In the absence of confirmation or part within the agreed time limit. In the interests of customers.
- 4. 5.
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- 7. If the inability of PPHU ROCH ZBIGNIEW ROKITA to perform the service occurred due to force majeure, the Ordering Party shall not be entitled to any claim for repairing the damage resulting from non-performance, incomplete performance or late performance of the contract. PPHU ROCH ZBIGNIEW ROKITA. It is obliged to immediately inform the Ordering Party about events that caused the full or partial inability or untimely performance of the contract. Events referred to as force majeure include ZBIGNIEW ROKITA, who are not guilty by PPHU ROCH. disruption of the operation of the plant, restrictions caused by government orders, natural disaster, strikes, disruptions in transport, lack of supply or delays in the supply of. products, raw materials, materials and services necessary for the performance of the contract/contract, efc.
- In the case of late payments, non-payment of interest for late payments, holding against PPHU ROCH ZBIGNIEW ROKITA. Other outstanding commitments or overruns of the credit framework by the Ordering Party, the execution of subsequent orders may be left by PPHU ROCH ZBIGNIEW ROKITA. suspended until appropriate payments have been made or other commitments have been settled. All technical advice from the Contractor: for information only and does not result in civil liability on the part of the Contractor. In the event that the Ordering Party does not collect the equipment left for verification / repair within 14 days, the Contractor shall have the right to charge the Ordering Party with storage costs. 8.
- 9. 10.

§ 5 Date of completion, place of performance of the service

- The time limit for carrying out the repair shall be calculated from the date on which the component/item ordered for repair was delivered to the contractor's premises and, in the case of maintenance of construction machinery, from of the day fixed each time between The Contracting Authority and the Contractor. 1.
- 2. For days to perform the repair, it is necessary to understand working days without taking into account Saturdays, Sundays and other public holidays.
- The deadline for performing the repair may be extended in case of force majeure by the duration of the repair or for other reasons beyond the control of the contractor and in this case the Contractor shall notify the employer of the new date of repair, indicating the reason for the change of this date and giving a new date for the repair. 3.
- In the event of an extension of the repair period, the Contractor shall not be liable for any compensation for the downtime of the hydraulic system and/or the machine whose component has been submitted for repair or liability for other damage to the Customer 4
- The place of performance by PPHU ROCH ZBIGNIEW ROKITA, and therefore the place of delivery and receipt of the repaired machine is the place at the company's headquarters, except for the exit services ul Kopalniana 72, 42-605 Tarnowskie Góry. 5.
- 6. Ordering Party he is obliged to make careful reception the quality and quantity of the repaired machine immediately upon receipt and confirm the service is performed correctly. It is considered as the correctness of the performance of the service by signing the contracting authority on the document of receipt of the repaired device.
- Any danger associated with the goods and their accidental loss or damage pass to the Ordering Party upon the release of the goods from the Store, warehouse, which should also be understood as handing over the goods to the Carrier in the event of the shipment of the goods. 7
- The goods may be delivered (to the address indicated on the order) by forwarding companies at the expense of the Ordering Party, unless the Contractor agrees to cover the costs of the shipment. 8.
- When concluding sales contracts (when the goods are the property of the Contractor) -the goods remain the property of the Contractor until the Customer pays the entire price for the ordered and issued goods (reservation of ownership of the goods) 9

10. The Ordering Party shall be obliged to obtain at its own expense all required the provisions of the law of permits or other administrative decisions for the supply, transport or use of goods for its intended purpose. In addition, the contracting authority will cover all Additional costs or expenses incurred by the Contractor in connection with the breach by the Ordering Party of the OWS, i.e. additional costs of transport or storage by courier companies of the uncollected erods. goods

§ 6 Repair of hydraulic components

- 1. Repair of hydraulic components can be partial or complete and its scope is described in
- 2. The hydraulic components are repaired according to the data and guidelines in the
- 3. 4.
- The hydraulic components are repaired according to the data and guidelines in the Service and Repair Documentation. After repair, the components are tested on the bench. After the on-site test, the scope of the repair may require an assessment of the wear of certain components at the stage of submission or acceptance of the offer. Information about the increase in the scope of work and the increase in repair costs will be provided to the Ordering Party by e-mail or phone. Components are pre-adjusted after repair but require additional adjustments on the machine. The adjustment on the machine is not included in the repair costs and remains on the contracting authority's side. 5.

§ 7 Complaint

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- All complaints should be submitted to PPHU ROCH ZBIGNIEW ROKITA immediately in writing or by e-mail, but not later than within 2 days from the date of their detection. The contracting authority shall examine the repaired machinery received in connection with the conclusion of the contract immediately after its receipt, at the latest on the day of receipt and to notify the contractor of the detect detected, in the manner provided for in pragraphs 3.4 and 5. The complaint notification referred to in paragraph 2 should be submitted in writing to the Contractor's registered office address or in electronic form to the address: biuro@roch.pl. 3.

 - buro@roch.pl. The complaint notice referred to in paragraph 2 must include: a) the name of the machine to be claimed b) the name of the machine to be claimed c) scope of previous repairs by PPHU ROCH ZBIGNIEW ROKITA d) the reason for complaint

5.

- e) a proposal on how to consider a complaint The Buyer acknowledges that the submission of the complaint in the manner, within the lime limit and in the form described in paragraph 2-4 determines the consideration of the complaint by the Contractor. Failure to comply with the above mentioned conditions entitles the Contractor to leave the complaint without consideration, and in this case the complaint shall be deemed not to have been field.
- 6.
- entities the Contractor to leave the complaint without consideration, and in this case the complaint shall be deemed not to have been filed. The Contractor shall consider the complaint within 14 days from the date of receipt of the complaint shall be deemed not have been filed. The Contractor shall consider the complex nature of the complaint, shall calculate the statistical resulting from the complex nature of the complaint shall calculate additional actions by the Contractor or the Contracting Authority in the above mentioned period may be extended by 30 days. The Contracting Authority is obliged to allow the Contractor to consider the complaint, in particular. To make the machines available for inspection by the Contractor or another entity authorized by him, or to carry out by the Contractor or another entity authorized by him, no to carry out by the Contractor or another entity authorized by him, to to carry out by the Contractor or another entity authorized by him, to to carry out by the Contractor or another entity authorized by him the tests of the advertised repair services of machinery deliver subject. The Contractor shall decide on the manner of taking into account the Customer's complaint and shall not be bound by the proposal of how to take into account the contraction they from the contract is vested in the Condraction the contractor complaint and shall not be ound by the complaint with the time agreed with the Ordering Party, does not perform actions aimed at removing the noficied defect. However, the condition of withdrawal from the contract is the prior call of the Contractor, despite positive consideration of the complaint with the setting of a detine of the contraction the performance on the structure of the performance on the prior and the above-mentioned obligations together with the setting of a detine of the detine of the contractor to the performance of the performance o 8
- the Urdering Party, does not perform actions aimed at removing the notified defect. However, the condition of withdrawal from the contract is the prior call of the Contractor to perform the above-mentioned obligations together with the setting of an additional 30-day deadline for their performance and the ineffective expiry of the above-mentioned deadline. Failure to accept by the Ordering Party the performance of the Contractor as part of the complaint shall relieve the Contractor from liability under the warranty regardless of the reason for not accepting such a provision by the Ordering Party. Possible removal of the defects reported by the Contractor, in the event of acceptance of the validity of the claims submitted, it will established individually for The contractor depending on the type of defect and the machine concerned. If the complaint is not taken into account, the Ordering Party is obliged to collect the Contractor shall have the right to charge the purchaser with storage costs. The Ordering Party shall not have the right to remove defects at the Contractor's expense on its own or by third parties. Any action indicated in the previous sentence results in loss of warranty and warranty, if given Submitting a complaint does not entitle the Ordering Party to withhold payment for the Ordering Part thereof. The Contractor shall have the right to withhold from the Ordering Party the performance of his claims for complaints until the Ordering Party has settled all outstanding obligations.
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§ 8 Warranty and Guarante

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§ 8 Warranty and Guarantee
PHU ROCH ZBIGNIEW ROKITA. provides a repair guarantee for a period of 6 mont.
Cheve general warranty conditions apply to repairs made by PHUROCH ZBIGNIEW ROKITA as part of the services provide to any legal entities.
Unset general warranty conditions apply to repairs made by PHUROCH ZBIGNIEW ROKITA as part of the warranty to endotions apply to repairs made by PHUROCH ZBIGNIEW ROKITA as part of the machine repair service provided. The condition of the varranty conditions of the OWS, this warranty covers only defects resulting for maranty of the other provisions of the OWS, this warranty covers only defects resulting for maranty of the machine repair service provided. The condition of the varranty conditions of the other provisions of the OWS, this warranty covers only defects resulting for impurities of the hydralie service.
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In the Case of any repanse by the concurrent and the repaired machines received in connection with the conclusion of the contract immediately after their receipt, at the latest on the day of their receipt and to notify the Contractor of the detected defects within 2 days from the date of their detection under pain of loss of warranty rights. All claims should be submitted to the Contractor in writing. The warranty covers the repair of machines, as indicated in the offer. The condition of the guarantee is to have a protocol from the commissioning of the unit in the layout. Delivery of the machine (warranty repair takes place at the expense of the customer. The costs of dismantling and re-assembly of the component/part of the marranty and/or warranty shall be borne by the contracting authority's rights under the warranty case.

The Ordering Party loses the rights under the warranty and/or warranty in the case of attempts to remove the contractor's trademarks placed on the repaired component/part, or if the product was operated with unrepaired defects and in the cases indicated in § 7 point 3 of these OWE.

The Contractor may undertake to provide post-warranty service on separately agreed In the event of unjustified summons to the Contractor within the scope of the submitted complaint, the Contractor shall charge the Customer with the costs incurred.

The purchaser loses his warranty rights if he knew of a defect related to the service on the date of receipt of the machine.

The Contractor shall consider the submitted complaint within 14 days from the date of receipt of the correct complaint, informing the Ordering Party about the inclusion or refusal to take into account the complaint.

Failure to comply with the above warranty conditions shall relieve PPHU ROCH ZBIGNIEW ROKITA. from the guarantee granted.

In the case of conclusion of an agreement between entrepreneurs pursuant to Article 558 § 1 of the Act of 23 April 1964 – Civil Code (Journal of Iaws No, from 2020 item 1740, as amended) The parties exclude the liability of PPHU ROCH ZBIGNIEW ROKITA under the warranty

The Contractor shall not be liable for the natural wear of the goods, resulting from its proper operation. The condition for the contractor to be liable for defects in the goods is proper operation. The condition for the contractor to be liable for defects in the goods is the proper protection of the goods by the employer against the formation of surface defects, in particular through proper storage and transport. The Ordering Party is also obliged to apply the means of securing the goods so that at any time it is possible to identify and objectively assess the defects reported.

In the case of goods, machinery and equipment constructed or modified according to the contracting authority's instructions, the contractor's liability shall be limited to the manufacture of such goods or to the making of such modifications, which comply with these guidelines and comply with the measurements, assembly parameters, excluding liability for the materials supplied by the contracting authority and their properties. The Contractor does not provide any guarantee of conformity for the above products, constructed or modified on request and in accordance with the concept of the Ordering *Dertu*.

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- The law applicable to the contract is Polish law. The competent court for the settlement of disputes arising out of or related to the contract is the Polish common court having jurisdiction over the seat of PPHU ROCH ZBIONEEW ROKITA In the event of the invalidity of certain provisions of the OWS as a result of the introduction of different statutory regulations, the remaining provisions shall not cease to be valid. In matters not covered by these OW(S), the applicable general provisions, including in particular the provisions of the Civil Code, shall apply accordingly. PPHU ROCH ZBIONEW ROKITA and the Ordering Party will strive to settle any disputes arising in connection with the performance of contracts covered by these Torms. In the event that the case cannot be settled anticably, the court competent for the set of PPHU ROCH ZBIGNIEW ROKITA will, at the choice of the plaintiff, be the competence of use 5.