General Terms and Conditions applicable at ROCH POWER HYDRAULICS Sp. Zo. o. and PPHU ROCH ROKITA ZBIGNIEW

- These General Terms and Conditions of Sale and Service (hereinafter referred to as the GTC) define the principles of concluding contracts offered by ROCH POWER HYDRAULICS Sp. z.o. or PPHU ROCH ROKITA ZBIGNIEW hereinafter referred to as the Service Provider, with its registered office in: 42-605 Tarnowskie Göry, ul.Kopalniana 72, entered into the Register of Entrepreneurs of the District Court in Gliwice, 10th Commercial Division of the National Court Register under KRS number 0000856647, NIP 645-256-65-07.
- These General Terms and Conditions of Sale and Service are related to orders by the entity PPHU ROCH ROKITA ZBIGNIEW, with its registered office at: 42-605 Tarnowskie Góry, ul. Kopalniana 72, NIP 645-000-34-15.
- The General Terms and Conditions of Sale constitute an integral part of all contracts concluded by Service provider and bind the other party to the contract if they were delivered to it before the conclusion of the Contract, in particular together with an offe or a response to a request for quotation, whereby, in a situation where the parties have agreed on their rights and obligations in the form of a separate written agreement, the provisions of such written agreement shall apply first, and the provisions of these General Terms and Conditions shall apply only to the extent not regulated in the agreement.
- Once the Customer places an order, these GTC are deemed to be accepted, and also applicable to future transactions.
- cceptance of the General Terms and Conditions by an entity in permanent relations th Service provider in the case of one contract, it is considered as their acceptance for basequent contracts concluded by him with Service provider, unless the Parties have reed otherwise.
- Service Provider is entitledand to change or extend the GTC at any time. The version of the GTC applicable at the time of placing the order shall apply. In the case of long-term contractual relationships, a proposal to change the GTC shall be sent to the Customer in writing, no later than 14 days before the proposed date of entry into force of the GTC changes. It is assumed that the Customer has agreed to the change of the GTC if he has not notified the relisal to accept the GTC changes before the proposed date of their entry into force. Then the amended General Terms and Conditions will constitute for Service providers basis for further commercial relations between the parties. The terms used in the General Terms and Conditions mean:
- - Contractor/ Order taker/ Service Provider/ Seller ROCH POWER HYDRAULICS Sp. zo. o. with its registered office in Tamowskie forly, registered in the Register of Entrepreneurs of the National Court Register under number 0000856647. Ordering Party/ Customer an antural person, a legal person, an organizational unit with legal capacity, concluding an agreement with the Client. Contractor's Headquarters ul. Kopalniana 72, 42-605 Tamowskie Göry, Poland, Offer- a proposal submitted by the Contractor, specifying the terms of a future order or contract.
 - b)
 - c)
 - d)
 - Contractor's Headquarters ul. Kopalniana 72, 42-605
 Tarmowskie Gövy, Poland,
 Offer -a proposal submitted by the Contractor, specifying the terms of a future order or contract,
 Order -an offer to establish cooperation submitted by the Ordering
 Party in writing, delivered in person, by letter or e-mail,text
 messenger like Whatsapp or VIBER or by text message sent from a
 mobile phone to one of the following numbers: +48 784 692 469,
 +48 784 692 604, +48 728 481 460, +48 602 191 699, +48 530
 720 262, +48 735 997 428, +48 600 271 016, +43 533 140 808,
 +48 784 692 313, +48 784 692 610, +1 (954) 701-0845, containing
 at least the specification of the ordered services, the Ordering Party's
 data necessary to issue a VAT invoice and company data, contact
 details, method, date and place of collection of the ordered products,
 Confirmation—written declaration of acceptance of the order by the
 Contractor, submitted to the Ordering Party,
 Machines/Device—also machine elements, machine parts,
 subassemblies.
 - f)
- Under the terms and conditions set out in the General Terms and Conditions, the Ordering Party undertakes in particular to:

 a) cooperation with the Contractor to the extent necessary for the proper performance of the Agreement, in particular by providing him with relevant documents and information necessary to perform the subject of the Agreement,

 b) payment of the agreed price, in accordance with the agreed deadlines,

 c) delivery and collection of the repaired item,
 maintaining the required deadlines and forms appropriate for the complaint procedures,

 describe in the complaints all the circumstances of the case under penalty of declaring them non-existent in any compensation proceedings,

 - proceedings, correct and complete fulfillment of all other obligations stipulated in the contract or the General Terms and Conditions.

- The Service provider's offers are submitted in a non-binding and non-binding manner. Documents included in the offer such as illustrations, drawings, data on parameters or other technical information as well as technical standards and patterns characterize on the subject of the contract and only in the case of appropriate written confirmation constitute an assurance of properties.

 The offer is sent to the Ordering Party in writing by post or electronically. The ordering party places an order in writing or electronically. The offer includes:

- The ordering party pance.

 The offer includes:

 net price

 payment terms

 payment deadline

 delivery date

 offer validity date

 offer validity date

 The offeror reserves the right to sell the offered goods until the order is received.

 The offer does not include:

 verification of components intended for repair

 disassembly and assembly of components from the machine

 transport costs to and from the Contractor's registered office to the Ordering Party

 The contract comes into effect only when Service Provider will confirm the order or request in writing or will commence the provision by performing the service.

 If, after the intial verification of the machine or is part submitted for repair, the repair is not continued, the costs incurred in connection with the initial verification shall be subject to payment in accordance with the Contractor's arrangements.

 If, after the Ordering Party places an order, its financial situation deteriorates significantly or important circumstances unknown to the Ordering Party come to light, Service Provider on the day of placing the order (also in the case offi.e. their disclosure in appropriate publications) and causing the execution of the contract to be significantly endangered, in particular until the Ordering Party fulfils additional conditions, Service Provider is entitled to withdraw from the contract in whole or in part and to claim the costs incurred in this respect.

- Invoices issued for the price of the service increased by applicable taxes and fees. Payment is due in the currency of the contract. The parties agree to issue an invoice without a signature.

 Payment for services rendered should be made immediately without any deductions. after the invoice is issued or according to the agreed payment terms. This period is in each case specified in days and is counted from the date of invoice issue.

 The date of performance by the Ordering Party is the date of receipt of the payment. to the account Service provider, is entitled to demand interest from the day following the designated payment date at its maximum value specified in Article 359 § 2' of the Civil Code without additional calls (annually). In the case of Clients who are entrepreneurs Service Provider has the right to demand, in addition to statutory default interest, also default interest in commercial transactions.
- The Ordering Party is in arreas with payments due on the basis of more than one invoice, Service Provider has the right to set off any payment made by the Ordering Party on any invoice first towards default interest and then towards the oldest due receivables. This provision shall repeal the debtor's right referred to in Article 451 § 1 of

- the Civil Code. At the same time Service Provider reserves the right to offset (set off) other receivables and liabilities in accordance with the provisions of the Civil Code. other receivables and liabilities in accordance with the provisions of the Civil Cod. The Ordering Party has no right to Service providers the right to make a declaratio
- 8.
- The Ordering Party has no right to Service providers are right to make a user-annual about the deduction.

 Filing a complaint does not entitle the Ordering Party to withhold payment.

 For services performed, in whole or in part.

 The Ordering Party's receivables arising from contracts concluded with the Contractor may not be transferred under any contract to any entity without its consent.

 The Ordering Party undertakes to immediately notify in writing Contractors about each change of its registered office or place of residence and address for correspondence included in the order or in signed contracts or other commercial agreements are considered effective.

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- \$4 Order

 The order should be placed in writing or via e-mail. The order should in particular specify the exact name and address of the Ordering Party, description of the ordered service, date and place of delivery of repaired elements agreed with Service Provider, form and deadline for payment and be submitted by a person authorized to place orders on behalf of the Ordering Party.

 The order does not have to be preceded by a request for quotation. Mail order sales are accepted by phone or in writing, via e-mail, or by post.

 If the order concerns a previously presented offer, it is necessary to include the number of this offer on the order. Fullfilling the above requirements will allow for error-free and quick execution of the order. In the event of faltitue to refer to the offer number, the Contractor shall not be lable for any price discrepancies on the VAT invoice, lack of availability of the goods, as well as discrepancies in the specific parameters of the goods specified in the original order.

 The Contractor shall not be lable for any errors or omissions made by the Ordering Party in the content of the order, or for any incorrect selection of the ordered goods or services made by the Ordering Party in the content of the order, or for any incorrect selection of the ordered goods or services made by the Ordering Party.

 After initial verification of the hydraulic device Service provider may accept the order in whole or in part. Then he gives the scope of the repair and the price of the service. This can be done by phone or e-mail.

 Service provider is bound by the deadline for the provision of the service only when will confirm it. The ordering party is obliged to collect the repaired machine or part within the agreed time. In the absence of confirmation of the date Service provider will make every effort to repair and prepare the machine for collection with the Customers' interests in mind.

 If it is impossible to perform the service by The Contractor occurred due to force majuer, the Ordering Party shall
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§ 5 Deadline, place of service provision

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- § 5 Deadline, place of service provision

 The repair deadline is counted from the day on which the component/ item was ordered, for repair it was delivered to the Contractor's registered office, and in the case of construction machinery service from the date agreed each time between the Ordering Parry and the Contractor.

 The days to complete the repair shall be understood as working days, excluding Saturdays, Sundays and other public/ annual holidays.

 The repair deadline may be extended in the event of force majeure by its duration or for other reasons beyond the Contractor's control. In such a case, the Contractor shall not be ideadline, indicating the reason for changing the deadline and providing a new repair deadline.

 In the event of an extension of the repair period, the Contractor shall not be liable for any damages resulting from the downtime of the hydraulic system and/or the machine whose component was transferred for repair, nor shall he be liable for any other damages incurred by the ordering party.

 Place of supply of services of The contractor, therefore the place of delivery and collection of the repaire machine is the company's headquaters, except for mobile services—ul. Kopalniana 72,42-605 Tamowskie Góry.

 The ordering party is obliged to carefully carry out qualitative acceptance and quantity of the repaired machine directly upon receipt and confirm the correctness of the service is considered to the testiganue of the Ordering Party upon release of the Goods from the store or warehouse, which should also be understood as the release of the goods to carrier in the vevent of shipment of the goods.
- the goods.

 The goods can be delivered (to the address indicated in the order) by forwarding companies at the expense of the Ordering Party, unless the Contractor agrees to cover 8. 9.
- companies at the expense of the Ordering Party, unless the Contractor agrees to cover the shipping costs.

 When concluding sales agreements (when the goods are the property of the Contractor) the goods remain the property of the Contractor until the Ordering Party pays the full price for the ordered and delivered goods (reservation of ownership of the goods). The Ordering Party is obliged to obtain at its own expense all permits or other administrative decisions required by law for the delivery, transport or use of the goods in accordance with their intended purpose. In addition, the Ordering Party will cover all additional costs or expenses incurred by the Contractor in connection with the Ordering Party solidation of the General Terms and Conditions, i.e. additional costs of transport or storage by courier companies of uncollected goods.

§ 6 Repair of hydraulic components

- Repair of hydraulic components may be partial or complete and its scope is described

- Repair of hydraulic components may be partial or compress. The property of the data and guidelines contained in the service and repair documentation.

 After repair, the components undergo testing on the stand.

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 After performing the test on the stand, the scope of the repair may require an assessment of the wear of certain components at the stage of submitting or accepting the offer. Information about the increase in the scope of work and the increase in repair costs will be communicated to the ordering party electronically or by phone.

 After repair, the components are initially adjusted but require additional adjustments on the machine. Adjustment on the machine is not included in the repair costs and remains on the Ordering Party's side.

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- Any complaints should be reported to Service providers. immediately in writing or by e-mail, but no later than 2 days from the date of detection. The ordering party is obliged to examine the repaired machines received in connection with the conclusion of the contract immediately after their receipt, no later than on the day of receipt, and to notify the Contractor of any detected defects in the manner provided for in paragraphs 3, 4 and 5.

 The complaint notification referred to in paragraph 2 should be submitted in writing to the address of the Contractor's registered office or in electronic form to the address reklamacje@croch.pl.

- to the address of the Contractor's registerior street.

 The complaint notification referred to in paragraph 2 must include:

 a) name of the Ordering Party,

 b) the name of the machine subject to complaint,

 c) scope of repairs previously carried out by Contractor,

 d) the reason for filing the complaint,

 c) a reposal on how to take the complaint into account.

 The Customer acknowledges that filing a complaint in the manner, time and form described in paragraphs 2-4 shall be the condition for the Contractor to consider the complaint. Failure to comply with the above conditions entitles the Contractor to leave the complaint without consideration, in which 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
- have been filed.

 The Contractor shall consider the complaint within 14 days from the date of receipt of the notification submitted in the manner, time and form described in paragraphs 2-4, informing about the result of the Ordering Party's consideration. In justified cases,

- in particular resulting from the complex nature of the complaint or the need to take additional actions by the Contractor or the Ordering Party, the above period may be
- additional actions by the Contractor or the Urdering Party, me above person may or extended by 30 days.

 The Ordering Party is obliged to enable the Contractor to consider the complaint, and in particular: to make the machines available for inspection by the Contractor or another entity authorized by him, or in order for the Contractor or another entity authorized by him to carry out tests of the claimed machine repair services, to deliver the machines in question to an agreed place with the Contractor provide the Contractor with additional documents and information necessary to consider the submitted composition.
- win adminional documents and micromaton necessary to consider the summittee complaint. The Contractor independently decides on the manner of taking into account the Ordering Party's complaint and is not bound by the proposal of the manner of taking into account the complaint indicated in the complaint notification. The Ordering Party has the right to withdraw from the contract only if the Contractor, despite a positive consideration of the complaint, fails to take steps to remove the reported defect within the time limit agreed with the Ordering Party, and the condition uespite a posture consistential on the implant, tains to the condition for withdrawing from the term to the contractor of party, and the condition for withdrawing from the contract is galler in request to the Contractor to all only deadline above-mentioned obligations together with the setting of an additional 30-day deadline for their performance and the ineffective expiry of the above-mentional 40-day deadline for their performance and the ineffective expiry of the above-mentional deadline. Failure by the Ordering Party to accept the Contractor's service and to the complaint releases the Contractor from liability under the warranty, regardless of the reasons for the Ordering Party is failure to accept such service. Any removal of reported defects they dividually by the Contractor depending on the type of defect and the machine it concerns. In the event of rejection of the complaint, the Ordering Party is obliged to collect the complained goods within 14 days. After the above deadline has expired without success, the Contractor has the right to charge the Ordering Party for storage costs.

 The Ordering Party is not entitled to have defects remove the account of the contractor's essults in the loss of the guarantee and warranty, if granted. Filing a complaint does not entitle the Ordering Party to withhold payment of the goods or part thereof. The Contractor has the right to withhold payment for the goods or part thereof. The Contractor has the right to overhold payment of the Ordering Party calculated the Orde
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- wassaming influtines.

 For a sales order covered by a guarantee, completed outside the European Union, in the event of a complaint, the Ordering Party is obliged to deliver at his own expense sale item to the Contractor's Headquarters and collect it at your own expense on the scheduled date. 15

§ 8 Warranty and Guarantee

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- Service Provider provides a repair guarantee for a period of 6 months in accordance with the principles set out in these General Terms and Conditions.

 These general warranty conditions apply to repairs carried out by The contractor as part of the services provided to any legal entities.

 Subject to the remaining provisions of the General Terms and Conditions, this warranty covers only defects resulting from causes related to the provided machine repair service. The condition of the warranty for the goods is the installation in the machine and checking of the hydraulic system by a specialized service.

 Guarantee granted for sales orther scarried out outle the European Union does not include all costs related to the movement of goods outside the European Union and export outside the EU; in such a situation, the Ordering Party covers the costs of transporting the goods in both directions, and in the event of initiating a special inward processing procedure, the Ordering Party is obliged to pay a deposit to the Seller for all costs related to the submission of customs security of a different value resulting directly from the classification of the goods, in accordance with the system and procedure provided for by the Integrated Customs Tariff Information System (ISZTAR4). In the event of a positive consideration of the complaint and effective collection of the subject of sale, this deposit is returned to the Ordering Party.

 In particular, the warranty does not cover damage:

 caused by the machine during transportation

 damage caused by assembly and mechanical damage

 damage resulting from impurities in the hydraulic system

 when using oil of inappropriate purity and viscosity

 wear of consumable parts, e.g. e.g. sales, f.uses, lights and accessories, products subject to periodic replacement
- - damage resulting from work that overloads the component, caused during work
- and parameters exceeding the values contained in the service documentation and parameters exceeding the values contained in the service documentation change caused by operating the product in imaporporiate conditions (excessive dust, too high low temperature, excessive humsidity) too high low temperature, excessive humsidity and the content of the parameter of
- condition of the warranty is to have a protocol from the start-up of the unit in the system. Delivery of the machine for warranty repair is at the expense of the Ordering Party. The costs of dismandling and reassembling a machine component/ part as part of the execution of the ordering party's rights under the guarantee and/ or warranty shall be borne by the ordering party. The ordering party loses the rights under the guarantee and/or warranty on the entire subject of sale or service in the event of any mechanical interference with the machine or its components (e.g. disassembly, opening, disconnection, unscrewing) by an entity other than the Seller. The Ordering Party shall lose its rights under the guarantee and/or warranty in the event of attempts to remove the Contractor's trademarks placed on the repaired component/ part, or if the product was used with unrepaired defects and in the cases indicated in § 7 item 3 of these General Terms and Conditions. 11.

- The contractor may undertake to provide post-warranty service on separately agreed 13.
- terms.

 In the event of an unjustified request to the Contractor as part of a submitted complaint, the Contractor shall charge the Ordering Party with the costs incurred. The ordering party loses its warranty rights if it was aware of the service-related defect on the date of receipt of the machine.

 The Contractor shall consider the submitted complaint within 14 days from the date of receipt of a well do complaint, informing the Ordering Party about the acceptance or 15. 16
- refusal to accept the complaint. Failure to comply with the above warranty conditions exempts The contractor from the 17
- 18.
- Failure to comply with the above warranty conditions exempts The contractor from the warranty granted.

 In the event of concluding an agreement between entrepreneurs on the basis of Article 1558 § 1 of the Act of 23 April 1964 the Civil Code (Journal of Laws of 2202), item 1740 (as amended) The parties exclude liability Contractorsunder warranty. The Contractor shall not be liable for the natural wear and tear of the goods, which is a result of their proper use. The condition for the Contractor's liability for defects in the Goods is the appropriate protection of the Goods by the Ordering Party against the occurrence of surface defects, in particular through proper storage and transport. The Ordering Party is also obliged to apply means of securing the Goods so that identification and objective assessment of reported defects are possible at all times. In the case of goods, machines and devices designed or modified according to the Ordering Party's guidelines, the Contractor's liability is limited to the production of such goods or making such modifications that meet these guidelines and are consistent with the measurements, assembly parameters, excluding liability for materials supplied by the Ordering Party and their properties. The Contractor does not provide any guarantee of compliance for the above products, designed or modified at the request and in accordance with the Ordering Party's concept. 19 20

- The law applicable to the contract is Polish law. The competent court for resolving any disputes arising from or related to the contract is the Polish common court with local jurisdiction over the seat of ROCH POWER HYDRAULICS Sp.z.o.o..
- In the event that some provisions of the General Terms and Conditions become invalid as a result of the introduction of different statutory regulations, the remaining provisions remain valid.

- In matters not regulated by these GTC the generally applicable provisions shall apply, in particular the provisions of the Civil Code.

 The Service provider and the Ordering Party shall strive to amicably settle any disputes arising in connection with the performance of the contracts covered by these terms and conditions. In the event that an amicable settlement of the matter is impossible, the court competent to resolve the dispute shall be –at the option of the plaintiff the court competent for the seat of ROCH POWER HYDRAULICS Sp. z o. o.