

General Terms and Conditions applicable at the following legal entities of ROCH:

ROCH POWER HYDRAULICS Sp. z o.o.
PPHU ROCH ROKITA ZBIGNIEW
ROCH USA, LLC

§ 1 General provisions

1. These General Terms and Conditions of Sale and Service (hereinafter referred to as the **GTC**) define the principles of conducting contracts offered by **ROCH POWER HYDRAULICS Sp. z o.o.**, or **PPHU ROCH ROKITA ZBIGNIEW** or **ROCH USA, LLC** hereinafter referred to as the **Service Provider**, with its EU registered office in: 42-605 Tarnowskie Góry, ul.Kopalniana 72, Poland 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 and registered office in the state of Michigan, United States of America under EIN# 83-3989795.

2. These General Terms and Conditions of Sale and Service are related to orders executed by the entities **ROCH POWER HYDRAULICS Sp. z o.o.**, **PPHU ROCH ROKITA ZBIGNIEW**, **ROCH USA, LLC** with its registered office at: 42-605 Tarnowskie Góry, ul. Kopalniana 72, NIP 645-000-34-15 and registered office in the state of Michigan, United States of America under EIN# 83-3989795.

3. 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 offer 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.

4. Once the Customer places an order, these GTC are deemed to be accepted, and also applicable to future transactions.

5. Acceptance of the General Terms and Conditions by an entity in permanent relations with Service provider in the case of one contract, it is considered their acceptance for subsequent contracts concluded by him with Service provider, unless the Parties have agreed otherwise.

6. Service Provider is entitled 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 refusal 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.

7. The terms used in the General Terms and Conditions mean:

a) **Contractor/ Order taker/ Service Provider/ Seller** – **ROCH POWER HYDRAULICS Sp. z o.o.** with its registered office in Tarnowskie Góry, registered in the Register of Entrepreneurs of the National Court Register under number 0000856647, **ROCH USA, LLC** with its registered office in a state of Michigan, United States of America under EIN# 83-3989795.

b) **Ordering Party/ Customer** – a natural person, a legal person, an organizational unit with legal capacity, concluding an agreement with the Client.

c) **Contractor's Headquarters** - ul. Kopalniana 72, 42-605 Tarnowskie Góry, Poland.

d) **Offer** – a proposal submitted by the Contractor, specifying the terms of a future order or contract.

e) **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, +48 575 997 428, +48 600 271 016, +48 533 140 808, +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.

f) **Confirmation** – written declaration of acceptance of the order by the Contractor, submitted to the Ordering Party.

g) **Machines/Device** – also machine elements, machine parts, subassemblies.

1. Under the terms and conditions set out in the General Terms and Conditions, the Ordering Party undertakes in particular to:

- 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,
- payment of the agreed price, in accordance with the agreed deadlines,
- 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 the remedy of declaring them non-existent in any compensation proceedings,
- correct and complete fulfillment of all other obligations stipulated in the contract or the General Terms and Conditions.

§ 2 Offers and prices

1. 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 only the subject of the contract and only in the case of appropriate written confirmation constitute an assurance of properties.

2. The offer is sent to the Ordering Party in writing by post or electronically.

3. The ordering party places an order in writing or electronically.

4. The offer includes:

- net price
- payment terms
- payment deadline
- delivery date
- offer validity date

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

5. 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

6. 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.

7. If, after the initial verification of the machine or its 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.

8. 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 of its disclosure in appropriate publications) and causing the execution of the contract to be significantly endangered, in particular until the Ordering Party fulfills 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.

§ 3 Payment Terms

1. 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.

2. 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.

3. The date of performance by the Ordering Party is the date of receipt of the payment.

4. In case of late payment, Service provider, is entitled to demand interest from the day following the designated date of maximum value specified in Article 359 § 2 of the Civil Code without additional costs (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.

5. If the Ordering Party is in arrears 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.

6. The Ordering Party has no right to Service providers the right to make a declaration about the deduction.

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

8. The Ordering Party's receivables arising from contracts concluded with the Contractor may not be transferred under any contract with its consent.

9. 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 in order to notify will order, or for any incorrect selection of the indicated in the order or in signed contracts or other commercial agreements are considered effective.

§ 4 Order

1. 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.

2. 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, text messenger.

3. If the order concerns a previously presented offer, it is necessary to include the number of this offer on the order. Fulfilling the above requirements will allow for error-free and quick execution of the order. In the event of failure to refer to the offer number, the Contractor shall not be liable 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.

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

5. 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.

6. 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.

7. If it is impossible to perform the service by The Contractor occurred due to force majeure, the Ordering Party shall not be entitled to any claims for compensation for damage resulting from non-performance, incomplete performance or untimely performance of the contract. The Contractor is obliged to immediately inform the Ordering Party about events that caused full or partial impossibility or untimely performance of the contract. Events defined as force majeure include, among others, disruptions in the functioning of the plant for reasons beyond the Contractor's control, restrictions caused by government orders, natural disasters, strikes, etc.

8. In the event of overdue payments, failure to pay interest on late payments, having other overdue liabilities towards the Contractor or exceeding the credit limits by the Ordering Party, the execution of subsequent orders may be suspended by the Contractor until the relevant payments have been made or other liabilities have been settled.

9. Any technical advice provided by the Contractor is for information purposes only and does not give rise to any civil liability on the part of the Contractor in this respect.

10. In case of when the Ordering Party does not collect the device left for verification/ repair within 14 days, the contractor has the right to charge the Ordering Party for storage costs.

§ 5 Deadline, place of service provision

1. 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 Party and the Contractor.

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

3. 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 notify the Ordering Party of the new repair deadline, indicating the reason for changing the deadline and providing a new repair deadline.

4. 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.

5. Place of supply of services of The contractor, therefore the place of delivery and collection of the repaired machine is the company's headquarters, except for mobile services - ul. Kopalniana 72, 42-605 Tarnowskie Góry.

6. 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. The proper performance of the service is considered to be the signature of the Ordering Party on the document of receipt of the repaired device.

7. Any risk associated with the goods and/or services is transferred to 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 the carrier in the event of shipment of the goods.

8. 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 the shipping costs.

9. 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).

10. 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's violation 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

1. Repair of hydraulic components may be partial or complete and its scope is described in the order.

2. Repairs to hydraulic components are carried out in accordance with the data and guidelines contained in the service and repair documentation.

3. After repair, the components undergo testing on the stand.

4. 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.

5. 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.

§ 7 Complaint

1. Any complaints should be reported to Service providers.

2. Immediately in writing or by e-mail, but no later than 2 days from the date of detection.

3. 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.

4. The complaint notification referred to in paragraph 2 should be submitted in writing.

5. To the address of the Contractor's registered office or in electronic form to the address egh@lamacj@groch.pl.

6. The complaint notification referred to in paragraph 2 must include:

- name of the Ordering Party,
- the name of the machine subject to complaint,
- scope of repairs previously carried out by Contractor,
- the reason for filing the complaint,
- a proposal on how to take the complaint into account.

7. 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.

8. 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 extended by 30 days.

9. 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 complaint.

10. 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.

11. 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 for withdrawing from the contract is a prior request to 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.

12. Failure by the Ordering Party to accept the Contractor's service as part of the complaint releases the Contractor from liability under the warranty, regardless of the reasons for the Ordering Party's failure to accept such service.

13. Any removal of reported defects by the Contractor, if the claims are accepted as justified, will be determined individually by the Contractor depending on the type of defect and the machine it concerns.

14. 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.

15. The Ordering Party is not entitled to have defects removed at the Contractor's expense on its own or by third parties. Any actions indicated in the previous sentence result in the loss of the warranty and warranty, if granted.

16. Filing a complaint does not entitle the Ordering Party to withhold payment for the goods or part thereof. The Contractor has the right to withhold payment of the Ordering Party's claims resulting from the complaint until the Ordering Party settles all outstanding liabilities.

17. In the event of a warranty claim regarding a sale order or repair service covered by the warranty, whether carried out within the European Union or beyond its borders, the Buyer is responsible for covering the item of the Seller's designated facility at their own expense and collecting it within the specified time, also at their own expense.

§ 8 Warranty and Guarantee

1. The Service Provider provides a warranty within the territory of the European Union for the period specified in the offer or indicated on the invoice, in accordance with the principles set out in these General Terms and Conditions.

2. The Service Provider does not provide a warranty for sales or repairs carried out outside the territory of the European Union, unless otherwise specified in the offer, invoice or a separate agreement concluded with the Buyer.

3. 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.

4. The condition of the warranty for the goods is the installation in the machine and checking of the hydraulic system by a specific system of the Contractor's service.

5. Guarantee granted for sales orders carried out outside the European Union does not include all costs related to the movement of goods outside the European Union and related to their introduction, even temporarily, into 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. seals, fuses, 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
- damage caused by operating the product in inappropriate conditions (excessive dust, too high/low temperature, excessive humidity)
- damage caused by faulty operation of cooperating systems
- damage caused by modifications or repairs to a component or system made on the ordering party's or third parties' own initiative
- resulting from external causes, including improper use of the machine, its incorrect operation, using the machine in a manner inconsistent with its intended use, as a result of mechanical, thermal, chemical damage, contamination, flooding, as a result of atmospheric phenomena
- if the Ordering Party makes any repairs or alterations on its own
- caused by force majeure

6. In each case, 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 their receipt, and to report any detected defects to the Contractor within 2 days from the date of their detection, under penalty of loss of warranty rights. All complaints must be submitted to the Contractor in writing.

7. The warranty covers the repair of machines, in the manner indicated in the offer. The condition of the warranty is to have a protocol from the start-up of the unit in the system.

8. Delivery of the machine for warranty repair is at the expense of the Ordering Party. The costs of dismantling 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.

9. 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.

12. 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.
13. The contractor may undertake to provide post-warranty service on separately agreed terms.
14. 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.
15. The ordering party loses its warranty rights if it was aware of the service-related defect on the date of receipt of the machine.
16. The Contractor shall consider the submitted complaint within 14 days from the date of receipt of a valid complaint, informing the Ordering Party about the acceptance or refusal to accept the complaint.
17. Failure to comply with the above warranty conditions exempts The contractor from the warranty granted.
18. In the event of concluding an agreement between entrepreneurs on the basis of Article 558 § 1 of the Act of 23 April 1964 - the Civil Code (Journal of Laws of 2020, item 1740 (as amended)) The parties exclude liability Contractors under warranty.
19. 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.
20. 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.

§ 9 Final provisions

1. The law applicable to the contract is Polish law.
2. The competent court for resolving any disputes arising from or related to the contract is the Polish common court with local jurisdiction in proximity to ROCH POWER HYDRAULICS Sp.z o. o..
3. 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.
4. In matters not regulated by these GTC the generally applicable provisions shall apply, in particular the provisions of the Civil Code.
5. 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 located close to registered office of ROCH POWER HYDRAULICS Sp. z o. o..

Customer's signature

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