

GENERAL TERMS AND CONDITIONS

HAFNER Pomagier-Trzebuchowscy Sp.J.

I. Definitione

As used in these General Terms and Conditions (the "Terms") shall have the following meanings:

- a) Seller – Hafner Pomagier-Trzebuchowscy Sp.j.;
- b) Buyer – a natural person or a legal person which is not a consumers that buy the Goods from the Seller;
- c) Goods – the good or service offered for sale;
- d) Inquiry – a written request addressed to the Seller from the Buyer to receive the Seller's offer;
- e) Offer – a written declaration communicated to the Buyer by the Seller in answer to the Inquiry, which constitute an offer within the meaning of Art. 66 of the Civil Code;
- f) Order – a written declaration of acceptance of the Buyer's offer;
- g) Order Confirmation – a written statement confirming the conclusion of the Agreement to the Seller;
- h) Agreement – Commodity sales contract concluded between the Seller and the Purchaser pursuant to the Offer and the Order of the behavior of the Terms;
- i) Parties – Seller and Buyer;
- j) Written form – available means of communication: fax; e-mail, post office.

II. General Conditions

1. The conditions are regulated by the parts of the contract and they are the integral part of the contracts.
2. These Conditions apply to the selling on Polish territory. In the case of esport selling there will be necessary to apply regulations regarding export from the territory of the Republic of Poland. General Condition will be valid in in points not excluded by Export regulation and export conditions will be described in the Agremment between the parts.
3. The Buyer accepts the General Conditions. Every additional information from the Seller shall be in written form to be valid.
4. These Conditions shall apply to all contracts for the sale of Goods by the Seller concluded with the Buyer (if he is not a final client), unless mandatory provisions of the law or the provisions of individually negotiated agreements do not provide otherwise.
5. In the case of controversions between the General Conditions and the Contract the Contract is decisive.
6. The Seller in not vincolated by buying conditions imposed by Buyer.
7. Every type of information (writing or oral) fowarded by Seller especially advertisement, price lists is not an offer in the meaning of Civil Code, they are only the invitation to make order and sign the contract.
8. The pictures and all the documents fowarded by Seller to Buyer are destined only to be used by Buyer, and they can not be passed to the third persons.
9. The pictures and designes from the website and brochures are only demostrative and can't be the basis of the projects. At the request of the Buyer the Seller will provide all documentation needed. In that case the Seller should contact Technology Department of the company.
10. The obvious mistakes, printing, machines or accounting errors can not be a motivation of the claims from the Buyer.

III. Contract

1. A contract can be validated in three steps:
 - a) Seller provides the written confirmation of the Order to the Buyer after receiving from him the writing Order created after the Offer;
 - b) The parts sign the contract;
 - c) The goods are transferred to the client on the base of the invoice.
2. The parts exclude the art. 68² of the Civil Code.
3. In the case of selling the goods to the natural person conducting business the Seller can ask the acceptance the wife/husband.

IV. Prices

1. At the request of the Buyer, the Seller shall inform the Buyer of the current prices of the Goods.
2. If the goods will be purchased by the Buyer like in III, 1,a, there will be apply the current rates applicable to the Seller at the time of order.
3. If the goods will be purchased by the Buyer like in III, 1, b, c, there will be apply the price decided in the Order or Invoice.
4. The prices indicated in the Offer are net prices - do not include VAT tax cost, delivery and packing. (At the request of the Buyer the Seller may include such information).
5. The Buyer should pay the price together with any additional payments cash on delivery of the Goods.
6. With the consent of the Seller expressed in writing the payment may be realised after delivery (date o payment).
7. If payment is to be made by the payment of invoices with deferred payment date, the Seller may demand security for payment from the Buyer, in particular in the form of:
 - a) Prepayments;
 - b) Own bill of exchange with promissory note agreement;
 - c) Guarantees;
 - d) Bank Guarantee or insurance of the sale price and the cost of delivery of the Goods.
8. If the price of the Goods were established as the designated equivalent amount of foreign currency and during the implementation of the Agreement has changed the value of the currency against the Polish zloty, the payment will be made according to the average exchange rate announced by the President of the NBP and applicable on the date of issuance of invoice by the Seller.
9. In a moment of payment shall be the moment in which the entire amount due will be able to be used by the Seller; in particular, the moment of receipt of such a duty on Seller's bank account (the actual payment of claims).
10. In case of delay in payment of the Buyer for the Goods, the Seller may charge interest at the statutory rate.
11. In the case of delay in payment of the Buyer the Seller can retreat from the Contract without indicating the second date of payment.
12. In case of delay in payment of the Buyer for the Goods sold like in the Agreement, other receivables of the Buyer to the Seller (including other Agreements) shall become immediately due and payable upon receipt by the Buyer of the relevant notice from the Seller. Furthermore, in this case the Seller may:
 - a) refuse another Goods so far not issued to the Buyer, even if the obligation to deliver the Goods resulted from another contract than the one where payment conditions

have not been met without the period of additional other agreements concluded with the Buyer;

b) Compensation for damage resulting from here.

13. The Buyer can not make a compensation of the his debts with the debts of the Seller resulting from this Agreement or from not respected contact. It is possible only with the decision of the Court.

V. Issue, delivery and passing the Goods

1. Place of the passing the Goods will be warehouses of the Seller.
2. Buyer may at any time obtain information on the current stage of implementation of the Agreement.
3. The risk of loss o damage of the goods passes to the Buyer at the moment of passing of the goods to him. Even if there are the partial deliveries or the Seller is going to make other works (like montage).
4. At the request of the Buyer the Seller can buy for him the insurance for the delivery against the damage or stealing, fire, inundation and other factors that can be insured. If the shipment is delay by fault of the Buyer the risk is passing to him when the goods are ready for shipment.
5. In the case of delay of reception of the goods from the warehouse of the Seller the risk of damage passes to Buyer.
6. At the moment of reception of the goods the Buyer shall control it's state.
7. In case of inconformity of the goods with the Agreement, the Buyer shall inform about it the Seller in 3 days from the day of the reception of the goods. After this time can not make claims regarding that problems.
8. The Seller may withdraws the contract of the Buyer if the Buyer does not receives the good in the second time, indicated by the Seller.
9. Buyer can not refuse to accept delayed delivery of the Goods, or withdraw from Agreement. Only in case of p. 10.
10. In case of delay (i.e. The delay for which the seller is liable) in the delivery of goods more than four weeks, the Buyer may appoint additional vendors, a later date to meet the provision, but not less than 7 days. After the expiry of this period, the Buyer may, in writing, withdraw from the contract within one week.

VI. Seller's Disclaimer

1. Apart the cases of the mentioned delay or not realisation of the contract, the responsibility of the Seller regards only the real losses, no alternative profits.
2. The Seller shall not be responsible for non-performance or improper performance of obligations, including the delay if such non-performance or improper performance was caused by the force majeure.
3. The Parties agree that the "force majeure" means any circumstances which result in the execution of this Agreement (the implementation of the Order) by the Seller is impossible or prohibitively expensive in relation to the value of the Goods supplied:
 - a) strike;
 - b) the lack of supplies or delays in the supply of: products, raw materials, materials and services necessary for the execution of the Agreement (the Order);
 - c) war, rebellion, rebellion;
 - d) disaster;
 - e) problems with the transport.

VII. Warranty

1. The Seller's liability for defects of the Goods under the warranty is excluded.
2. The Seller provides the warranty for his products for one year counted from the day of receipt of the goods.
3. Seller agrees that, according to Buyer's choice, he will remove physical defects of the Goods or supply the Goods free from defects, if such defects become apparent within one year of receipt of the Goods by the Buyer (warranty).
4. Seller shall only be liable for defects that arise during the normal use of the Goods. If in doubt for the proper use of the Product, it is considered normal use of the Goods in accordance with the conditions laid down by the Seller. Seller is not responsible for damage or destruction of the Goods, if it occurred as a result of improper use and incorrect installation, as well as in the case of repair or modify the Goods made outside service centers designated by the Seller, unless they have been made with the prior approval of the Seller.
5. Warranty does not cover the Goods, which, at least in part, was produced from the material or specification supplied by the Buyer. The warranty does not cover damage even if it is due to the following:
 - a) Normal use of goods;
 - b) Events accidental or force majeure.
6. The warranty is voided if the Buyer does not respect Terms and Conditions, in particular in the case of not paying for the Goods on the due date.
7. Where it is impossible to repair or replace the damaged parts of the Goods, the Seller agrees to reimburse the price paid for the defective parts or components. If the damage doesn't allow to use the product, the Seller will pay back the value of it. Buyer is not entitled in this case to claim for the cost of repairs, adjustment or replacement, if they have not been previously approved by the Seller.
8. In order to benefit the Guarantee Buyer is obliged to notify the Seller about a defect of the Goods in 3 days after the onset of the defect. Notification can be made via e-mail, or fax machine, or in person at the point of commercial supplier. The notification shall contain a description of the circumstances of the appear of the defect.
9. If necessary, the Buyer shall offer to the Seller any assistance in order to correctly evaluating of the defect and determine how to remove it.
10. After receiving the notification the Seller decides how to respond to the claim.
11. The Buyer is obliged to deliver defected goods to the nearest shopping retailer or arrange delivery by courier (after prior approval by the vendor).
12. The costs of delivery to the Seller shall be covered by the Buyer.
13. The defected product should be adequately protected during the transport.
14. The Seller is not responsible for damages due to improper packaging or product protection by the Buyer.
15. If the Seller accepts the claim he will cover the cost of the transport. In cases where the defect was the fault of the Buyer and is not covered by the warranty costs of the transport will be covered by the Buyer. The Seller may, at the time of evaluating of the claim, deliver the goods with similar technical parameters, if he has is in warehouse.

VIII. Tests of the Goods.

All tests of the goods are possible only with the consent of the Seller. Possible costs will be determined individually between the parts.

IX. Returns/ change of the Goods.

1. The Buyer may return the Goods already delivered by the Seller with the written consent of the Seller (apart the case of warranty). The Seller may agree with it if the product has not been used and still in the original packaging and the return will be made within 7 days from the date of delivery. In this case the Seller will not pay any costs, especially the cost of the transport.

Seller will check returned Goods and he will decide if:

- a) Return value of the Goods to the Buyer;
 - b) Not accept the return.
2. In the case of return of the Goods the Seller will charge fee for the return of the goods in the amount of ten (10)% of the price of goods for standard components, 50 (fifty)% of the price of goods non standard orders.
 3. (Not found in the catalog) Goods produced on special order are not refundable/exchangeable.

X. Retention of title of the Goods

The Goods delivered, until they are fully paid they remain the property of the Seller.

XI. Trade Secret

1. Any information related to the activities of the Seller, which are not publicly known, as well as the provisions of these Terms and Conditions, shall be confidential and are secret within the meaning of Article. 11 of the Act of 16 April 1993. On unfair competition (Dz. U. No. 47, item. 211).
2. The Parties agree that they will not disclose confidential information to third persons, or use it for any purpose other than the performance of the obligations under these Terms and Agreements. The Buyer shall make his best to prevent disclosure of confidential information.
3. If the Buyer is required by mandatory law to disclose any information concerning the activities of the Seller, shall notify the Seller and will cooperate with him in order to eliminate or minimize the negative effects of the disclosure of such information. The confidential is valid for a period of three years from the day of buying. After this period, confidential information will be protected under the generally applicable provisions of law, including Article. 11 of the Act of 16 April 1993. On unfair competition (Dz. U. No. 47, item. 211).
4. Without the written consent of the Seller the Buyer shall not use the name, trademarks, or trade names of the Seller, or relied on economic relations with the Seller for any purpose.

XII. Final conditions

1. In matters not provided by these Terms and Conditions shall be apply the Civil Code.
2. Where the Buyer will have its registered office or place of residence out of Poland in cases not provided for in these Terms and Conditions will apply the provisions of Polish law.
3. Court of competent jurisdiction to resolve any disputes arising in connection with the sale of the Goods according with these Terms will be a Court in Bydgoszcz. Any ineffectiveness of individual provisions of these Terms shall not affect the validity of the remaining.