



## GENERAL TERMS AND CONDITIONS OF EXPORT SALE

ANGA Uszczelnienia Mechaniczne  
Sp. z o.o.

### Art. 1. General Provisions

1. These General Terms and Conditions of Sale (hereinafter referred to as **GTCS**) shall govern the conclusion and performance of contracts for sale of the products, goods and services by ANGA Uszczelnienia Mechaniczne Sp. z o.o. with its registered office in 43-340 Kozy, ul. Wyzwolenia 550 (hereinafter referred to as **ANGA**) to other enterprises (hereinafter referred to as **Buyers** or **Buyer**).

2. These GTCS do not apply to the agreements concluded with consumers. The consumer shall be deemed a natural person conducting a legal transaction not connected directly with person's business or professional activity.

3. The GTCS are an integral part of sales contracts for products, goods and services concluded between ANGA and the Buyers having their registered offices **outside the territory of the Republic of Poland**.

4. Amendment to or exclusion of individual GTCS provisions may be effected only after obtaining prior consent of ANGA in writing or electronic format (i.e., via email or fax message), otherwise being null and void, signed by individuals authorised to represent the Parties.

5. If there is a discrepancy between the content of these GTCS and the contract binding the Parties, the provisions of the contract shall apply.

6. If there are any standard contracts, rules or general purchase terms and conditions of the Buyers, the provisions therein may apply only upon express consent of ANGA, in writing or electronic format. The Buyer must notify ANGA about the use of any standard contracts, rules or general purchase terms and conditions while submitting a Request for Quotation or Order, simultaneously providing the contents thereof.

7. A person signing the letters or electronic communications on behalf of the Buyer shall be deemed legally authorised by the Buyer to perform such activities, without the need of separate powers of attorney to be granted to such a person by the Buyer. ANGA reserves the right to request the original power of attorney to be submitted in case of doubt.

8. These GTCS shall apply to all sales contracts related to ANGA products, goods and services since **15<sup>th</sup> August 2018** (version 3).

### Art. 2. Offer.

1. An ANGA Offer submitted in writing, by phone or in electronic format (email, fax) shall be the basis for the Buyer to place an order.

2. Unless otherwise agreed, the Offer shall be valid for 3 (three) months from the date of the Offer.

3. The ANGA Offer referred to herein shall not constitute the offer within the meaning of civil law provisions, and shall be an information document - the invitation to conclude the contract. The content of the ANGA Offer may not be the basis for any claims against ANGA, and especially the time limit indicated therein is for information purposes only.

4. The ANGA Offer may be accepted only in its entirety and without reservations. Any possible changes to the Offer submitted shall be regarded as new proposed terms and conditions of the Offer from the Buyer. If that is the case, any changes made by the Buyer shall be deemed binding, if ANGA approves the new terms and conditions in the Order Confirmation.

### Art. 3. Price and Delivery Conditions.

1. The ANGA Offer shall be the basis for defining the price and compensation.

2. All prices shall be understood as net prices to which value added tax (VAT) shall be added according to the current statutory rates.

3. Unless the Offer provides otherwise, delivery of ANGA products, goods and services shall be made under EXW term (*ex works*), ANGA premises in Kozy, in accordance with Incoterms 2010.

4. Unless the Offer provides otherwise, the prices shall be exclusive especially of the costs related to:

a. transport of products, goods and services from the ANGA warehouse to the place of destination indicated by the Buyer, and  
b. installation of the products and goods ordered in the location indicated by the Buyer.

5. As regards repair and recovery services, unless the Offer provides otherwise, the prices shall be exclusive especially of the costs related to the dismantling of the object of service on the Buyer's premises, costs of transport of the object of service to the ANGA premises, costs of transport of the object of service from the ANGA premises to the place of destination indicated by the Buyer and costs related to the installation of the object of service in the location indicated by the Buyer.

6. ANGA may charge the Buyer with the fee for express delivery, provided that ANGA has notified the Buyer about such a fee in the Offer or Order Confirmation.

7. The price and date of delivery may depend on other factors affecting the value and availability of ANGA products, goods and services. The factors affecting the price and date of delivery will be clearly specified in the Offer.

### Art. 4. Terms of Payment.

1. Unless the Offer provides otherwise, the time limit for payment shall be 14 (fourteen) days from the date of invoice issue by ANGA.

2. All products and goods delivered under the Order and the contract shall remain the property of ANGA until their full price is paid.

3. Granting a trade credit to the Buyer by ANGA shall depend on the positive verification of Buyer's payment capability by ANGA.

4. ANGA reserves the right to withhold delivery of products, goods or services until the Buyer fulfils payment obligations towards ANGA, and especially:

a. makes prepayment,  
b. pays any overdue amounts to ANGA.

5. All payments shall be made via the bank transfer or payment order through a bank, without deduction of any transfer fees or payment order related fees, in the form of funds available forthwith to the ANGA bank account indicated in the invoice.

6. ANGA shall not accept any withholding, offset or deduction without prior express consent of ANGA in writing or electronic format (fax message, email).

7. In case of late payment of due amounts, ANGA reserves the right to charge statutory interest, in accordance with the Act on the terms of payment in commercial transactions. The interest will be accrued from the due date indicated in the ANGA invoice (date of payment).

8. Unless provided otherwise, any payments shall be made by the Buyer to the ANGA bank account indicated in the Offer, Order Confirmation or invoice, with the ANGA invoice number or ANGA Order Confirmation number indicated in the description of payment.

9. The date of payment for the products, goods or services shall be deemed the date of crediting due amount to the ANGA bank account.

### Art. 5. Order and its Fulfilment

1. The Contract shall be concluded by means of Order submission by the Buyer in writing, by phone or in electronic format (by email, fax) and its acceptance by ANGA.

2. The Order shall be deemed accepted upon sending the Order Confirmation by ANGA to the Buyer in writing or electronic format (by email or fax), under terms and conditions laid down in the Order Confirmation and resulting from these ANGA GTCS.

3. When the first Order is placed, ANGA reserves the right to request the Buyer to submit the copies of the following documents: a current copy from the Register of Entrepreneurs of the National Court Register or from the Records of Economic Activity, the decision on assigning the tax number, financial statements for the last accounting period.

4. In case of ANGA product, goods or service sale delivered by Buyer's own means of transport and payment effected at product, goods and service collection at the ANGA premises, a written or electronic order is not required.

5. The date for Order fulfilment shall be indicated in the Order Confirmation. The date of Order fulfilment shall mean the date of submitting the products, goods or objects of

services in the ANGA warehouse in Kozy in the form ready for transport to the place of destination indicated by the Buyer.

6. In case of delay in the delivery of products, goods or services resulting from the reasons not attributable to ANGA, the date of Order fulfilment will be extended for the duration of the obstacle preventing ANGA to fulfil the Order in accordance with the original confirmed date of Order fulfilment. ANGA shall notify the Buyer about the delay, its cause and expected new date of delivery forthwith.

### Art. 6. Delivery

1. Unless the parties have agreed otherwise, delivery of ANGA products, goods and services shall be at Buyer's risk and expense, in accordance with the rules concerning transport arranged jointly and pursuant to Article 3 par. 3 of ANGA GTCS.

2. Unless the parties have agreed otherwise, ANGA will select a professional entity and assigns transport of products, goods and services to it to the place of destination indicated by the Buyer, at Buyer's risk and expense.

3. ANGA shall be free of any liability for any deterioration, change or damage to the products, goods and services during transport to the place of destination indicated by the Buyer.

4. Any damage to the products, goods and services during delivery do not release the Buyer from an obligation to pay for the products, goods and services or authorise the Buyer to request delivery of products, goods and services free of defects or to request payment of damages.

5. At Buyer's express request, ANGA will insure transport of products, goods and services under the terms and conditions indicated by the Buyer and at Buyer's expense.

6. ANGA products, goods and services shall be delivered together with documents in accordance with ANGA internal instructions. Any other documents shall be subject to an additional fee laid down in the Offer or Order Confirmation (if specific documents have not been specified in the Request for Quotation, but only in the Order), unless the parties have agreed otherwise.

7. If the Buyer has declared to pick the products, goods or objects of services using own means of transport and failed to do so for the period of 7 (seven) calendar days from the date of Order fulfilment (Article 5 par. 5 of ANGA GTCS), ANGA reserves the right to issue and send the invoice for the products, goods or services pursuant to the Order fulfilled, without the need to send a written reminder to the Buyer. ANGA reserves the right to charge the storage cost of 0.14% on the invoice value for each storage day after 7 (seven) calendar days of storage in the ANGA warehouse.

8. If the products, goods or objects of services are not picked within the period of 14 (fourteen) calendar days from the date of Order fulfilment, ANGA reserves the right to ship the ordered



products, goods or services without the need to send a written reminder to the Buyer.

#### Art. 7. Marking and Packaging.

1. ANGA products, goods and objects of services shall be marked in accordance with ANGA internal instructions. Any other forms of product marking shall be subject to an additional fee laid down in the Offer or Order Confirmation (if the specific form of marking has not been specified in the Request for Quotation, but only in the Order), unless the parties have agreed otherwise.

2. ANGA products, goods and objects of services shall be packed in accordance with ANGA internal instructions. Any other forms of product packaging shall be subject to an additional fee laid down in the Offer or Order Confirmation (if the specific form of packaging has not been specified in the Request for Quotation, but only in the Order), unless the parties have agreed otherwise.

3. Non-returnable packaging of ANGA products, goods and objects of services is included in the product price, pursuant to Article 7 par. 2 of these GTCS, and will not be reimbursed when the Buyer returns it to ANGA. Returnable packages are not included in the price of ANGA products, goods and objects of services, and are subject to additional payment and can be settled upon their return by the Buyer, at Buyer's expense, without delay as regards the time limit indicated by ANGA, in undamaged condition and in accordance with ANGA written guidelines.

#### Art. 8. Warranty.

1. ANGA shall grant the Buyers warranty for the products, goods and services sold for the period of 12 (twelve) months, but in case of repair (regeneration) of mechanical seals or pumps for the period of 6 (six) months, from the date of goods issue or shipment (if applicable) or service provision.

2. If the Contract also provides for the installation of the products, ANGA shall grant warranty for the period of 12 (twelve) months from the date of installation completion.

3. During the warranty period, ANGA shall guarantee good working order of the products, goods and services, and the technical parameters achieved as specified in technical documentation attached to the products, goods or services. ANGA shall be responsible for the quality of the products, goods and services and their completion in accordance with the current standards and state of the art.

4. ANGA does not accept any liability for faulty functioning of the products, goods and objects of services resulting from the lack of sufficient knowledge about the regimes of operation of any machine, equipment or system with incorporated ANGA products, goods and objects of services. The Buyer shall provide ANGA with exhaustive information about the regimes of operation of the machine, equipment or system with incorporated ANGA products, goods and objects of services. ANGA technical solutions are based on ANGA know-how and

information provided by the Buyer and the state of the art. The Buyer shall be responsible for fully investigating the possibility of applying the products, goods and objects of services.

5. The warranty expressly excludes any defects, faults and damage to the products, goods or services that result from:

a. improper transport, storage, maintenance, operation or installation (unless performed by ANGA),

b. exceeding acceptable technical parameters specified in technical documentation for the products, goods or services,

c. wear and tear of the products, goods or services, especially of:

i. sliding rings,

ii. elastomer components, such as e.g. o-rings, angular seals, elastomer bellows,

d. intervention in ANGA products, goods or objects of services by a servicing company not authorized by ANGA.

6. ANGA is obliged to rectify (repair) any physical defects in ANGA products, goods or objects of services, at ANGA expense, or to deliver ANGA products, goods or objects of services free of defects, if such defects are identified during the warranty period and result from the causes inherent in the ANGA products, goods or services sold.

7. ANGA shall select whether to repair or replace the products, goods or objects of services subject to complaint under the warranty.

8. The Buyer shall lose his rights under the warranty, if the Buyer fails to notify ANGA in writing or electronic format (by email, fax or using a form on the ANGA website) about the defect within 3 (three) working days from the identification of the defect. The notification shall include information identifying ANGA product, goods or service: its name, code or index, ANGA sales invoice number and date, and Buyer's order number and date as well as the serial number, if applicable to the product, goods or service.

9. ANGA undertakes to take actions towards the rectification of the defect or fault in the product, goods or object of services within 7 (seven) working days from the date of receipt of an effective notification about the defect or fault by the Buyer.

10. The Buyer shall lose his rights under the warranty, if the Buyer repairs or dismantles the product, goods or object of services without ANGA consent, fails to comply with the instructions during transport, storage, installation and operation, fails to use it as intended or properly maintain it. ANGA shall not deliver substitute equipment under the warranty for the duration of repair or replacement.

11. If a complaint made is unjustified, ANGA may charge the Buyer with the costs of:

a. transport of the products, goods or objects of services subject to complaint,

b. ANGA service team's travel to the location of installation of the product, goods or object of services subject to complaint, and back to ANGA,

c. service team's participation in dismantling and re-installation of the product, goods or object of services subject to complaint, including the costs of the parts and tools used.

12. Unless the parties have agreed otherwise, due to the warranty granted by ANGA, ANGA liability under implied warranty of merchantability for the products, goods or objects of services delivered to the Buyer shall be excluded.

13. ANGA does not accept any liability for gains lost in connection with the lack of possibility to use the product or goods during the period of repair under the warranty.

#### Art. 9. Contract Termination and Returns

1. The Buyer may not terminate the Contract or otherwise avoid fulfilling it in case of erroneous Order placement with ANGA, in the Buyer's opinion. If the Buyer cancels the Order when it is being fulfilled, the Buyer will be charged with the costs of material purchased by ANGA, the costs of work-in-progress, use of tools or the value of finished products, goods or services.

2. If a delay in Order fulfilment by ANGA exceeds 30 (thirty) working days, then the Buyer has the right to terminate the Contract, upon prior requesting ANGA to fulfil the Contract and setting minimum 14 days for fulfilment thereof.

3. If the Buyer terminates the Contract for reasons laid down in Article 9 par. 2, ANGA is obliged exclusively to reimburse the Buyer for the part of the price paid so far.

4. The goods may be returned only upon express consent of ANGA in writing or electronic format (email or fax message). Only unused, undamaged products and goods in original ANGA packaging may be returned.

5. Custom-made products to special Buyer's order may not be returned.

6. The Buyer shall notify ANGA about any compensation claims within 30 (thirty) calendar days from the agreed date of delivery.

7. The value of compensation for failure to fulfil or improper fulfilment of the Contract and delays may in no circumstances exceed the amount corresponding to the total price of the related products, goods and services. ANGA liability shall be limited to the value of the loss. ANGA liability for lost gains towards the Buyer shall be excluded.

8. The Buyer may not lodge any other claims related to delay in delivery of ANGA products, goods or services, especially as regards lost gains.

9. The parties may terminate the Contract at any time by written agreement, otherwise being null and void.

10. The limitations of liability provided for in these GTCS do not apply to cases in which ANGA caused damage intentionally.

#### Art. 10. Confidential Information

1. All the information that is not in the public domain (confidential information) provided by ANGA to the Buyer, including the Offer, Order Confirmation, and especially the prices, technical drawings, descriptions and any

technical documents shall remain the property of ANGA and should be treated as confidential information by the Buyer, including Buyer's representatives and individuals engaged by the Buyer, and such information may not be copied, reproduced or disclosed to any third party without prior express consent of ANGA in writing or electronic format (email or fax message).

2. Confidential information shall be returned to ANGA, if so requested by it.

#### Art. 11. Final Provisions

1. Matters not regulated under these GTCS shall be governed by relevant Polish legal provisions, especially the provisions of the Polish Civil Code.

2. Neither party to the Contract concluded shall be liable for failure to fulfil or improper fulfilment of its obligations under the Contract resulting from a force majeure event. The force majeure event shall mean a sudden, external event that could not have reasonably been foreseen, or if it could have been foreseen, the affected party could not have avoided its consequences despite having exercised due diligence. The force majeure events can especially include: war and other armed conflict, civil commotion and riot, terrorism, military or civil coup, strikes, natural disasters, including: fires, storms, floods, earthquakes, changes to legislation and decisions by public authorities, prolonged interruption of electricity, water supply, telecommunication services, etc.

3. All disputes arising out of or in connection with the Contract shall be referred by the Parties hereto to the common courts of law having jurisdiction over the seat of ANGA for settlement.

4. Any amendments to the Contracts or Orders shall be made in writing or electronic format (email or fax message), otherwise being null and void.

ANGA shall make the content hereof available to the Buyers on the website ([www.anga.com.pl](http://www.anga.com.pl)) and attach it to ANGA Offers and Order Confirmations.

Kozy, August 15<sup>th</sup>, 2018

Tadeusz Badura  
President of the  
Management Board  
CEO  
[signature in original  
document]

Stanislaw Gacek  
Vice President of the  
Management Board, COO  
[signature in original  
document]