

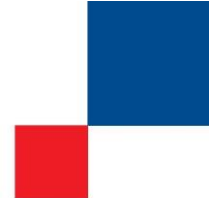


GENERAL CONDITIONS FOR THE PURCHASE OF GOODS

(concerning the purchases of Przedsiębiorstwo Produkcji Sprężarek Airpol Sp. z o.o.)

1. The following terms and conditions shall apply to each order unless otherwise agreed by the parties in a separate written agreement. If the Seller has General Terms and Conditions of Sale of goods which are contrary to these General Terms and Conditions of Sale of goods, the General Terms and Conditions of Sale of Przedsiębiorstwo Produkcji Sprężarek Airpol Sp. z o.o. shall apply, unless the parties have expressly agreed otherwise.
2. The Seller undertakes to deliver the ordered goods in appropriate quantity and in accordance with the quality requirements specified in the order.
3. The Buyer reserves the right to cancel the order and change the quantity and date of delivery at no cost, without giving reasons.
4. The Seller is obliged to inform the Buyer about the shipment of goods by e-mail to the address of the person conducting/ordering the goods one day in advance.
5. The Seller is obliged to deliver certificates (quality certificates) together with the goods, if required.
6. The Buyer - Airpol Sp. z o.o. undertakes to perform quality acceptance of the received goods within 14 days from the date of delivery.
7. The Buyer has the right to refuse to pay if the delivered goods have qualitative or quantitative defects. In such a case the Buyer is obliged to send a complaint to the Seller within 14 days and place the defective goods at his disposal. In case the complaint is accepted, the costs related to the return of the goods shall be covered by the Seller.
8. The Seller undertakes to deliver to the Buyer only goods that are not encumbered with third party rights.
9. The Seller shall be obliged to organise and maintain such production and control equipment and documented procedures that will ensure that the delivered goods are always of appropriate quality in accordance with the requirements specified in the order.
10. The Buyer reserves the right to access the results of inspections and tests relating to the delivery in any case. The seller is obliged to allow the buyer or his representative access to the quality records of the delivered goods.
11. The Seller shall in any case, at the request of the Buyer, enable him or his representative to carry out the quality inspection directly at the Seller's premises or to participate in final inspections and tests carried out by the Seller.
12. The Seller guarantees that the goods delivered are free from defects, faults and inconsistencies with the order and any legal requirements indicated or commonly applicable - until the expiry of the guarantee granted by the Buyer to its customers on products made from these goods.
13. In the event that defects, faults or inconsistencies are detected during processing or in the finished product, the Buyer shall be entitled to exercise the statutory warranty or guarantee rights specified in the Civil Code. Moreover, the Seller undertakes to cover the Buyer's losses resulting from any downtime and any costs resulting from defective delivery. The Buyer may deduct the said losses and costs from the amount due for the delivered goods.





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14. Any change in the prices of goods by the Seller during the performance of an order shall require the Buyer's consent in the form of an annex to the order (agreement).
15. The payment of statutory interest, if any, due to the Seller shall be subject to separate negotiations.
16. In matters not regulated by these Conditions for the Purchase of Goods the Civil Code and regulations of the civil law in force in the Republic of Poland shall apply.
17. All disputes arising in connection with the application of the present Conditions for the Purchase of Goods both parties will endeavour to settle amicably. Otherwise, the settling body shall be a court competent for the Buyer and ruling on the basis of civil procedure in force in the Republic of Poland.
18. Confirmation of order acceptance means acceptance of these General Conditions for the Purchase of Goods as applicable.

