

GENERAL TERMS OF SALE**Miilux Poland Sp. z o.o.**

Valid as of 01.10.2022

General Terms

1. These General Terms of Sale, hereinafter referred to as the GTS, set out the terms of contracts based on which Miilux Poland Sp. z o.o., hereinafter referred to as the "Seller", sells its products and services to the Buyers. Detailed terms are specified on a time to time basis in offers, order confirmations or contracts.
Parties to the contract:
 - 1.1. Buyer: a natural person, a legal person or a unit without legal personality who/ which purchases products from Miilux Poland Sp. z o.o. for purposes related to the conduct of business activity.
 - 1.2. Seller: Miilux Poland Sp. z o.o.
2. The Buyer is required to read the GTS before placing an order. Placement of an order by the Buyer is tantamount to acceptance of these GTS by the Buyer at the moment of order placement.
3. These GTS apply to the parties of any sale contract where the Seller is Miilux Poland Sp. z o.o., unless the Parties agree otherwise. Any changes and supplements to the GTS proposed by the Buyer require a prior written acceptance by Miilux Poland Sp. z o.o.
4. In case of any discrepancies between the terms agreed by the Parties in the contract and these GTS, the terms specified in the contract by the Parties shall take precedence with respect to these GTS.

Terms of Contract/ Order

1. The Buyer is required to place an order for goods or services in a written form (in an electronic form, by means of a letter or fax), or potentially via telephone, which is going to be immediately confirmed in a written form.
2. Any changes in the order require a written or electronic form (fax, letter, e-mail) under pain of nullity.
3. For its validity, every order must contain the following data:
 - a. object of an order or its description or information compliant with a prior offer;
 - b. quantity of goods or services (in line with the offered unit of measurement) and price;
 - c. full data of the Buyer (depending on the legal form);
 - d. first name and surname of the person responsible for order placement, their telephone number, fax, e-mail address. In case of doubts it is assumed that the person designated for contacts is authorised by the Buyer to submit any declarations pertaining to the order;
 - e. full data for the issue of a VAT invoice and address for the delivery of goods, if different than the data on the invoice;
 - f. form of payment and mode of acceptance of the goods;
 - g. date of preparation of the order, stamp and legible signature of the Buyer or a person acting on the Buyer's behalf.
4. Exclusively confirmation of an order by the Seller in a written or electronic form (fax, letter, e-mail) or alternatively signing an agreement by both parties is tantamount to the acceptance of an order for processing and execution of a sale contract.

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5. Mere receipt of an order by Miilux Poland Sp. z o.o. is not tantamount to its acceptance for processing. The deadline for processing an order is binding for the Seller only after its written confirmation (by means of fax, letter or e-mail).
6. In justified cases, the Seller has a right to refuse to accept an order in particular when the Buyer is late with settlement of liabilities due to the Seller.
7. Any changes pertaining to the prices or the dates of delivery which were specified in the order confirmation require written confirmation by both Parties (fax, letter or e-mail).
8. Any technical information pertaining to the types of steel, conversion factors, sizes and quality, resulting from catalogues and other advertising materials are approximate data and are binding exclusively within a scope in which they were accepted and confirmed in writing (fax, letter or e-mail) by both parties to a sale contract.
9. The Buyer is liable for knowing the technical parameters of the ordered goods. The Seller is liable for presenting a certificate confirming the compliance of the order with the delivery.

Ownership Title

1. Unless the Parties have agreed otherwise, sale of the goods will be made with a reservation of the ownership title by the Seller until the Seller has received the full amount due from the Buyer.
2. On the date of issue of the goods, the Seller shall reserve the ownership title and confirm the certified date on a copy of order confirmation, a goods issue requisition document from the warehouse or an invoice.
3. Until the moment of complete settlement of the amount due, the Buyer is not allowed in any way to encumber or to sell the object of order (this also refers to the agreement on transfer of ownership for security purposes).
4. In case of violation of the contract by the Buyer, in particular in case of delays with payment, the Seller is going to be authorised to collect - after prior summoning the Buyer to return the goods or to pay for them - the object of order from the Buyer, at the Buyer's cost.
5. The risk of loss or damage of the goods is transferred from the Seller to the Buyer as of the moment of issue of the goods to the Buyer, and in case of handing the goods over to the carrier, irrespective of the fact who bears the cost of transportation.

Prices

1. The price for the goods is determined on the basis of the arrangements binding on the day of order placement.
2. Any oral agreements and warranties of the Seller are binding for the Seller exclusively when they have been confirmed in writing (fax, letter, e-mail) under pain of nullity.
3. In case of changes of fees and costs - independent from the Seller - which affect the prices, and which took place between the entering into the contract and the delivery, the Seller reserves the right to change the price within the relevant scope. The change in the price requires the Buyer's consent. In case the Buyer does not agree for a change in the price, the Seller is authorised to withdraw from the concluded contract without incurring liability and costs related to the withdrawal from the contract. The Buyer is vested with a right to withdraw from the contract within 60 days from the date of receiving information about the necessity of price changes.

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4. If the Buyer is late with settling the price for the delivered part of the goods, the Seller may suspend further deliveries of the goods, designating a relevant deadline for the Buyer to secure the payment and after ineffective lapse of the designated deadline, it may withdraw from the contract.
5. In case the Seller has been informed, after entering into the contract, about significant deterioration of the Buyer's financial standing, as a result of which satisfaction of the Seller's claims is at risk, the Seller is authorised to demand satisfaction of such claims irrespective of the payment date.
6. Quality and quantity-related complaints do not authorise the Buyer to suspend payments for the deliveries.

Quantity

1. The goods are sold as per measurement units in which they are offered. The goods may be sold at actual, theoretical or commercial weight, in line with the Seller's offer.
2. The Buyer is required to check the quantity of the goods upon collecting them. In case of any quantity complaints, the condition for processing a complaint is placement of a note on the inventory issue document (WZ) by the Buyer about the type of damage in the purchased goods (ascertainment of insufficiency or damage). The note on the inventory issue document has to be signed by the driver who delivered the goods under pain of refusal of its acceptance.

Payment Terms

1. The date for settlement of payment is specified by a date and a number of days in confirmation of the order and is calculated from the invoice issue date.
2. The date of payment is the date when the amount due has been credited on the bank account.
3. Miilux has a right to request that the Buyer settles an advance payment or a down payment towards the ordered goods/ provided services or presents a security for payment - a bank guarantee or an insurance guarantee.
4. Failure to settle an advance or down payment by the Buyer within the designated date allows the Seller to withdraw from the contract within 60 days from the date when the advance payment/ down payment should have been settled.
5. Late payment, termination of a limit by the insurance carrier, exceeding the awarded credit limit, failure to settle the payments due authorise the Seller to change the terms of sale or to suspend the processing of orders - in such case, the agreed date of order processing shall be adequately prolonged until such obstacles have been eliminated.
6. The Seller has the right to charge the statutory interest for delays with respect to timely settlement of payments.
7. Complaints do not authorise the Buyer to suspend payments for the deliveries.

Delivery Terms

1. The terms of delivery are outlined in the offer and the order confirmation.

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2. The date of delivery, the readiness of the material for collection is specified in the order confirmation (validity date) and requires a written confirmation by the Seller (fax, letter, e-mail).
3. In case of orders submitted for the materials which the Seller does not have in its warehouse, the Seller is going to notify the Buyer about the possible date of order processing.
4. Failure to meet the deadline for the delivery does not authorise the Buyer to cancel the order.
5. The Seller may deliver the goods to the Buyer to the provided address using the services of transport companies.
6. The Buyer is liable for immediate unloading of the goods, while the potential costs of waiting time are borne by the Buyer.
7. In case of personal collection, the Buyer is required to collect the ordered quantity of the Goods within the designated time under pain of being charged with fees in case of any delays in collection.
8. Cancellation, termination of order makes the Buyer liable for covering the costs incurred by the Seller.
9. Force majeure and other circumstances about which the Parties are going to inform each other exempt them from liability for failure to perform the contract.
10. The Seller is not going to be liable for failure to perform or improper performance of the contract if failure to perform or improper performance of the contract is a consequence of a force majeure event. A force majeure event is an event which prevents the meeting of the Parties' obligations specified here, which occurred or became known after entering into the contract, which could not have been foreseen at the moment of entering into the contract, and which cannot be eliminated.
11. A force majeure event comprises in particular such events as:
 - internal fighting, general strike or strike in the Seller's enterprise or its suppliers or carriers;
 - fire, flood or other similar atmospheric phenomena;
 - issue of a decision or any other normative act by the authorised authorities preventing performance of this contract;
 - breaks in supply of electricity;
 - performance of military activities;
 - state of epidemics or pandemic.

Guarantees

1. The Seller offers a guarantee for the selected products.
2. In case of granting a guarantee, the Seller issues a separate guarantee document regulating the scope of guarantee obligations.

Acceptance of Goods/ Complaints

1. The Buyer is required to inspect the goods with respect to quality and quantity immediately after receiving them.

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2. If the Buyer has ascertained any compliance deficiencies of the goods after an inspection against a proof of delivery, the Buyer is going to inform Miilux Poland Sp. z o.o. in writing (fax, letter, e-mail) in order to determine the further course of proceeding.
3. Miilux Poland Sp. z o.o. is going to exchange the delivery inconsistent with the order, if the complaint has been submitted in line with these GTS.
4. Miilux Poland Sp. z o.o. is going to be liable for the delivered goods in line with the provisions applicable in Poland.
5. To determine validity of a complaint received from the Client, the Commercial Division hands the complaint over to the Technical Division; the complaint is verified with respect to the compliance of the order with the offer inquiry and the presented offer, correctness of detailed design documentation, records of the check card and release of the ready-made product.
6. In case of absence of any non-compliance, the complaint is deemed ungrounded.
7. In case of acknowledgement of the complaint, identification of non-compliance follows; the Seller identifies the sub-contractor/ supplier of an element related to the non-compliance, determines the causes of lack of compliance, determines the mode of removal of non-compliance in agreement with the Client, and designates a person/ persons liable for removal of non-compliance.

Return of Goods

1. The return of goods is possible exclusively in case a written consent of the Seller has been sought under pain of nullity.
2. The return of the goods is conditioned by no damages in the goods and conformity with respect to the parameters contained in the certificates, as well as no modification of the goods.

Disputes

Any disputes between the Buyer and Miilux Poland Sp. z o.o. which cannot be settled via negotiations are going to be settled by local courts competent for Miilux Poland Sp. z o.o.