

## GENERAL TRADE CONDITIONS – EXPORT / WDT

### GENERAL PROVISIONS

These General Trade Conditions arrange the rights and obligations of Ultraviol Sp.j. Pietras, Purgał, Wójcik ( hereinafter called Seller or Manufacturer) and a Purchaser ( Distributor ) in supplying goods from the Seller's range to the Purchaser upon its order.

### PRODUCTS

1.1.The object of sales regulated by the present General Trade Conditions are the products indicated in the price lists of the Seller (hereinafter called the "Products") applicable when the purchase order is transmitted by the Client, with the specifications indicated.

1.2. Any catalogues or price lists sent will not constitute a formal offer by the Seller who will be free to modify the same at any time and without any obligation to provide notice.

### TRADEMARKS

2.1 The Purchaser shall make use of the Manufacturer's trademarks, trade names or any other symbols, but for the only purpose of identifying and advertising the Products, within the scope of his activity as distributor of the Manufacturer and in the Manufacturer's sole interest.

2.2 The Purchaser hereby agrees neither to register nor to have registered, any trademarks, trade names or symbols of the Manufacturer (nor any trademarks, trade names or symbols of the Manufacturer that may be confused with the Manufacturer's ones), in the Territory or elsewhere. He furthermore agrees not to include the above trademarks, trade names or symbols of the Manufacturer in his own trade or company name.

2.3 The right to use the Manufacturer's trademarks, trade names or symbols, as provided for under the first paragraph of this article, shall cease immediately for the Distributor, on expiration or termination, for any reason, of the present contract.

### OFFERS AND ORDERS

3.1. Our offers are non-binding unless expressly stated as binding.

3.2. Crucial for the order is our written confirmation. In the case of immediate fulfillment of the order, the goods invoice or delivery note shall apply as confirmation. If the customer objects to the content of the confirmation of order, this objection must be entered immediately. Otherwise, the contract shall enter into force in accordance with the confirmation of order.

3.3. The purchaser is obliged to state the following data in an order:

- a. its identification i.e. company trade name, name and surname, headquarter/ residence, EU VAT NO. contact, contact person
- b. code of ordered goods according to an offer, or also their description
- c. delivery address ( unless this information is given the Purchaser's headquarters/ residence address will be understood the delivery address)

3.4. If the Purchaser sends the first order to the Seller it is obliged to enclose identification documents i.e. an extract from the Company Register, a copy of the Trade Licence etc., and EU VAT No. Confirmation.

3.5. In case of delivery on Ex works terms the purchase is obliged to send , after each shipment, to the Seller stamped and signed specification of the delivery and copy of waybill.

## PRICES AND PAYMENT

- 4.1. The prices stated in the order confirmation are definitive. The prices are ex works Zgierz. They do not include packaging, freight, insurance, customs and sales tax.
- 4.2. Where unforeseeable costs are incurred after conclusion of contract during fulfillment of the order, we reserve the right to adjust the prices within the framework of the altered circumstances and without charging additional profit.
- 4.3. The purchaser is obliged to pay the purchasing price for delivered goods by non-cash transfer within the time and to the Seller's account stated on the invoice. In case of the prepayment the purchaser is obliged to settle the payment upon pro -forma invoice.

## DELIVERY

- 5.1 Delivery shall be ex works, unless otherwise stated in the confirmation. Trade terms have to be interpreted according to Incoterms, latest edition.
- 5.2 Delivery/ dispatch shall be at the date and time or within the period mentioned in the confirmation.
- 5.3 Exceeding the agreed date and/or times of delivery by Ultraviol shall not constitute a breach of contract and shall not entitle the Customer to annul or terminate the Agreement in whole or in part and/or claim for damage suffered by him or others.

## WARRANTY

- 6.1. Seller guarantees high quality and trouble -free operations of the equipment, provided that it is used for purposes for which it has been designed and operated according to instructions given in the Manual Instruction.
- 6.2. Our guarantee does not cover either the replacement of the equipment or repairs necessary as a result of usual wear and tear, deterioration or accident caused by negligence, lack of surveillance or maintenance or the incorrect use of the devices.
- 6.3. DICO digital viewing station warranty conditions shall be determined on order basis.
- 6.4. Defects or failures which will occur during the guarantee period will be rectified by the Purchaser , Manufacturer will supply the Purchaser with the spare parts.
- 6.5. The UV bulbs and starters are not covered by the guarantee.
- 6.6. Neither the Seller or the Purchaser shall be responsible for defects caused by force majeure.

## JURISDICTION

- 7.1 All offers and quotations made and agreements entered into shall be exclusively governed by and construed according to Polish law. All disputes connected with or arising from offers or quotations made and agreements entered into by Ultraviol shall be exclusively submitted to the court in Łódź having jurisdiction, provided that if Ultraviol brings an action it may choose to proceed in a court of a different jurisdiction.