

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions, standard patterns

1.1 The terms used in the further part of these General Terms of Sale mean:

- a) "**GTCS**" - these General Terms and Conditions of Sales;
- b) "**ebm-papst Polska**" - the company ebm-papst Polska Sp. z o.o. with registered office in Warsaw, address: ul. Annopol 4A, 03-236 Warsaw, entered in the register of entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Department of the National Court Register under the number KRS 0000062087, NIP: 5242408492, REGON: 017378550
- c) "**Sales Agreement**" - an agreement under which ebm-papst Polska transfers the ownership of the Goods to the Buyer;
- d) "**Buyer**" - a partner entering into a Sales Agreement with ebm-papst Polska;
- e) "**Goods**" - products available for purchase at ebm-papst Polska Sp. z o.o. with headquarters in Warsaw;
- f) "**Parties**" - ebm-papst Polska and the Buyer;
- g) "**Catalog, Price List, Brochure**" - all information carriers, including electronic ones, containing information about the Goods and their prices;
- h) "**Carrier**" - courier, transport or forwarding company through which the Goods are sent to the place indicated by the Buyer.

1.2 Purchasing the Goods by the Buyer from ebm-papst Polska means that these GTCS have been acknowledged and accepted by the Buyer without any reservations. The application of Buyer's contract templates (in particular general warranty terms and contract templates, regulations) is excluded.

2. Conclusion of the Sale Agreement

2.1 Information provided by ebm-papst Polska prior to the conclusion of the Sales Agreement, the information posted on the ebm-papst Polska website, in Catalogs, Price Lists, Brochures does not constitute an offer within the meaning of the Civil Code, but only invitation to place orders, unless the Parties have explicitly agreed otherwise.

2.2 In order to conclude a Sales Agreement, the Buyer places an order in ebm-papst Polska. The Buyer may place an order in writing, by e-mail, on a special form in pdf, by fax or other way legally permissible and agreed by both Parties.

2.3. If the Buyer places an order, the conclusion of the Sales Agreement shall take place each time at the moment the ebm-papst Polska communicates to the Buyer the order placed has been accepted for execution, subject to the provisions of subpara. 2.6 and 2.7 below. Article 68 [2] of the Civil Code shall not apply.

2.4. Confirmation by ebm-papst Polska of the order accepted for execution can be made by ebm-papst Polska, at its own discretion, in writing, via e-mail, on a special form in pdf, by fax or other legally acceptable way.

2.5 Acceptance of orders placed by the Buyer by confirmation of the order to be executed, shipment of the Goods or otherwise does not constitute acceptance by ebm-papst Polska of any conditions of these orders, except for the determination of the type and quantity of Goods.

2.6 The ebm-papst Poland is not obliged to accept the order and conclude a Sale Agreement. The refusal to accept the order does not require justification.

2.7 If the performance of the order on terms expected by the Buyer is not possible, in particular as to the date of completion or price, ebm-papst Polska in the confirmation of the order will present the possible

terms of implementation, including the closest possible date of completion and price. The Sales Agreement on terms presented by ebm-papst Polska is concluded, provided that the Buyer makes a statement on the acceptance of these conditions.

2.8 If, after the conclusion of the Sales Agreement for reasons beyond the control of ebm-papst Polska (including reasons attributable to ebm-papst Polska subcontractors), it will not be possible to execute the Sales Agreement within the set time, ebm-papst Polska will inform the Buyer thereof, indicating the nearest possible date of execution of such a Sales Agreement (or part thereof). This date will be binding for the Parties, unless the Buyer refuses to accept it within one working day. In the event of refusal, unless the Parties agree otherwise, the Sales Agreement shall be terminated in relation to the Goods subject to refusal to accept the change of date. In this case, the Buyer shall not be entitled to any claims against ebm-papst Polska. The above rules shall apply accordingly in case of further delays in relation to the date indicated by ebm-papst Polska in accordance with the first sentence.

3. Invoices and payments

3.1 The ebm-papst Polska allows the following payment methods: prepayment, payment in cash on picking up the Goods from the ebm-papst Polska warehouse, deferred payment of the so-called trade credit (transfer).

3.2 After the conclusion of the Sales Agreement, ebm-papst Polska shall issue a VAT invoice and a WZ document (delivery note) to the Buyer. In the event that the Parties have agreed on the payment method in the form of a prepayment, ebm-papst Polska will issue a proforma invoice. After payment of receivables resulting from the proforma invoice by the Buyer, ebm-papst Polska will issue a VAT invoice and a WZ document.

3.3 The price of the Goods indicated in a foreign currency is each time converted into PLN at the average NBP rate on the day of issuing the sales invoice or proforma invoice, unless the Parties agreed otherwise.

3.4 Payment under the Sales Agreement will be made to the bank account indicated by ebm-papst Polska on the VAT invoice or proforma invoice, unless the Parties agreed otherwise.

3.5 Payment shall be considered made upon its crediting on the ebm-papst Polska bank account.

3.6 In the event of a delay in payment, ebm-papst Polska has the right to charge interest for delay.

3.7 ebm-papst Polska shall have the right to suspend the implementation of Sales Agreements in the event that the Buyer delays any contractual obligation due to ebm-papst Polska, in particular when the Buyer delays payment of any amount.

3.8 In the event of the Buyer's delay in fulfilling any contractual obligation due to ebm-papst Polska on the basis of a given Sales Agreement, ebm-papst Polska has the right to withdraw from this Sales Agreement within 90 days from the due date of payment, without additional demand for performance. Moreover, ebm-papst Polska also has the right to withdraw from all other Sales Agreements that have not yet been executed, and this right is available to ebm-papst Polska within 90 days of the day of delay.

3.9 The Buyer may not deduct any of its claims towards ebm-papst Polska against any ebm-papst Polska's claims against the Buyer.

4. Receipt of Goods

4.1 Goods purchased pursuant to the Sales Agreement may be picked up by the Buyer from the ebm-papst Polska warehouse or delivered by the Carrier to the place indicated by the Buyer.

4.2 In the case of picking up the Goods from the ebm-papst Polska warehouse, the Buyer is obliged to thoroughly examine the Goods in terms of quantity and quality as well as possible visible defects (e.g. dents and other damages). The Goods should be checked by inspecting not only the packaging but also its contents and compliance with the order. In the case of finding any irregularities by the Buyer, it is obliged to submit its reservations in the WZ document (delivery note) before accepting the Goods.

4.3 If, after release of the Goods, a missing or damaged defect invisible from outside is discovered upon receipt, the Buyer shall immediately report this fact to ebm-papst Polska, no later than within two days from the date of receipt.

4.4 At the Buyer's request, ebm-papst Polska, via the Carrier, will deliver the Goods to the address indicated in the order. The release of items takes place when the Goods are entrusted to the Carrier. Upon the release of the Goods, the benefits and burdens associated with the Goods and the risk of accidental loss or damage to the Goods are transferred to the Buyer.

4.5 If the Buyer has not indicated the Carrier, ebm-papst Polska, without additional request from the Buyer to indicate the Carrier, will send the Goods via the Carrier selected by ebm-papst Polska.

4.6 The costs of delivery of the Goods via the Carrier shall be borne by the Buyer, unless the Parties have agreed otherwise.

4.7. Deliveries are made to the place indicated by the Buyer. In the event of a change of place of delivery, the costs resulting from these changes shall be borne by the Buyer.

4.8. The Buyer shall ensure at the place and time of delivery the presence of a person authorized to accept the delivery, where the refusal to accept or the absence of an authorized person does not release the Buyer from the obligation to pay for the Goods and transport.

4.9 Before accepting the shipment, the Buyer is obliged to carefully examine the Goods and its packaging for damage in transport or losses, and in the event of their disclosure, the Buyer is obliged to take all actions to determine the possible liability of the Carrier, including issuance of an appropriate damage report. The Buyer will notify ebm-papst Polska of the revealed damage or losses on the day of their finding.

4.10 If, after the release of the shipment, a missing or damaged defect invisible from outside has been noted upon receipt, the Buyer shall immediately report this fact to the Carrier and ebm-papst Polska, however not later than within two days from the date of receipt of the shipment and will allow to determine the status of the shipment. The Buyer will secure the damaged Goods and its packaging accordingly.

5. Liability

The liability of ebm-papst Polska for damage caused from all titles is limited each time to the value of the Sales Agreement. ebm-papst Polska is solely responsible for actual and intentional damages. The liability of ebm-papst Polska for damages in the form of lost profits is excluded.

6. Confidentiality

All information and documents that the Buyer has received from ebm-papst Polska are confidential. The Buyer can use them only for its own needs, cannot make them available to third parties and is obliged to secure them against access by third parties. The Buyer is entitled to disclose them only to the competent state authorities if such an obligation results from the mandatory provisions of law.

7. Final provisions

7.1 The GTCS enter into force on February 16, 2018 and apply to all transactions of sales and delivery of Goods concluded by ebm-papst Polska after this date.

7.2 The court competent for all disputes shall be the court competent for the seat of ebm-papst Polska.

7.3 In matters not covered by the GTCS the provisions of Polish law, in particular the Civil Code, shall apply.

7.4 The Buyer has no right to assign its rights and obligations under the Sales Agreements without the prior written consent of ebm-papst Polska.

7.5 If any provision of the GTCS is deemed unlawful or unenforceable by law, it will be excluded without prejudice to the remaining provisions of the GTCS.