



ISO 9001:2008, ISO 14001:2004, PN - N 18001:2004

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ZME EMIT S.A. GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF GOODS

Article 1

GENERAL PROVISIONS

1. ZME EMIT SA (hereinafter referred to as EMIT) shall sell or deliver all goods, most notably motors and other movables (hereinafter referred to as the "Goods"), subject to these General Terms and Conditions of Delivery (Sale), hereinafter referred to as the **Terms**, unless the Parties agreed otherwise or entered into a separate contract.
2. Within the meaning of these Terms, a Buyer means any entity, including any Consignee, who placed an order with EMIT for the Goods offered by EMIT.
3. A contract for delivery also means any contract for the sale of movables, including but not limited to motors.
4. The Buyer agrees that these Terms shall prevail over his own general terms and conditions of contracts, contract templates, regulations, guidelines or other applicable prescriptive instruments. The Buyer's contract templates shall not apply even if EMIT fails to object to the use thereof.
5. Upon delivery of these Terms, they shall become a valid legal instrument governing contractual relations between the Parties. The Buyer agrees that these Terms will be applied as an integral and binding part of any order. The Buyer is deemed to otherwise accept these Terms if his behaviour suggests that he has made himself acquainted with them. In the absence of other written contracts or agreements, these Terms shall be the exclusive legal instrument governing contractual relations of the Parties.
6. Delivery of Goods or acceptance of payments for Goods by EMIT shall not be equivalent to the acceptance of the Buyer's contract templates.
7. EMIT's waiver of specific provisions of these Terms shall be effective exclusively for a particular order, and the Buyer cannot deem it effective for any other deliveries by EMIT.
8. If any of these Terms is declared unlawful, invalid or unenforceable, this will have no effect on the validity and enforceability of the remaining provisions of these Terms. The invalid or unenforceable provisions shall be replaced by the provisions of the Civil Code which reflect the closest position to that intended by these Terms.

9. The Buyer is fully liable for all damage caused to EMIT by persons acting for the Buyer in the performance of contracts.

Article 2

PLACING ORDERS

1. The Buyer shall place an order (bid) in writing by fax or email and EMIT shall confirm the acceptance thereof by the same means.
2. The absence of prompt confirmation by EMIT of accepting an order placed by the Buyer with whom EMIT maintains regular business relations shall not be deemed as order rejection.
3. All price lists, catalogues, photos, advertising brochures, order forms, Parties' arrangements and other documents or promotional materials published by EMIT, including all communications from before EMIT's sending a quotation, are exclusively of informational character and serve as an invitation to enter into a contract within the meaning of Article 71 of the Civil Code and may become binding for EMIT only after the written confirmation of the order.
4. The Buyer may not amend an order unilaterally while it is being fulfilled by EMIT.
5. If between the dates of entering into and completing a contract costs serving as the basis for price calculation rise substantially (e.g. prices of materials or raw materials, manufacturing costs or public duties), EMIT may rise the prices accordingly or rescind a contract without bearing any liability for damages to the Buyer.
6. The Buyer shall be responsible for the veracity and accuracy of details provided in orders or documents attached thereto. The Buyer may not refuse to accept the Goods delivered to his order.
7. In the delivery period EMIT may modify the structure, technical parameters and design of the Goods as a result of upgrades or technical progress, provided that such modifications will not affect material parameters of the Goods ordered, including technical properties or functions.



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NIP: 7750000858, REGON: 610013602



8. EMIT reserves an unrestricted title and economic rights to quotations, cost estimates, designs, drawings and similar documents presented individually to the Buyer as confidential; the Buyer may not disclose the said documents either in whole or in part to any third parties without prior written consent of EMIT. If the Buyer violates the above provision, EMIT may take legal action pursuant to the Act on Combating Unfair Competition to make claims for revealing its business secrets.

Article 3

DATE AND PLACE OF ENTERING INTO CONTRACT FOR DELIVERY

1. A contract for delivery shall be made upon the Buyer's receiving of EMIT's order confirmation. **A contract for delivery** shall be consistent with the order placed by the Buyer, order confirmation by EMIT and these Terms.
2. Should EMIT introduce any amendments in the order confirmation that do not change the content of the order to a material extent, a contract for delivery shall be made with the amendments made by EMIT. If EMIT introduces any other amendments, the provision set out in the previous sentence shall apply accordingly unless the Buyer promptly objects to the said amendments within 7 days of receiving the order confirmation.
3. If the Buyer amends the provisions of the contract he previously entered into, those amendments shall have no effect on EMIT, and EMIT may either demand that the order be fulfilled as previously agreed or rescind the contract. In that case, the Buyer may not claim any damages. If EMIT rescinds the contract, it may apply the provisions of Article 7.1.
4. If EMIT has entered with the Buyer into a framework contract for delivery of Goods of which these Terms are an integral part, the Terms shall apply for each order placed by the Buyer.
5. If EMIT provides the Buyer with these Terms for the first order, they shall be effective for each subsequent order and EMIT is not required to provide them for every individual order.
6. A contract for delivery is made in the registered office of EMIT unless the Parties agree otherwise.

Article 4

DELIVERY

1. The Parties deem the Goods to have been delivered if they have properties and parameters as specified in an order, do not have any defects and if EMIT provides all documents required under the law and the contract for delivery.
2. The Goods shall not be subject to any third-party rights or liabilities that could hinder or prevent the exercising of the Buyer's ownership right (no legal defects), and the Goods shall have no physical defects.

3. With the delivery of the Goods EMIT shall provide the Buyer with shipment documents containing a complete number and date of order as well as the range and number of the delivered Goods.

4. The Goods may be delivered in one or several batches depending on the provisions of the contract for delivery. If the Goods are delivered periodically, EMIT may issue invoices for individual portions of the Goods.

5. The set dates of deliveries may be amended in the process of order fulfilment only upon EMIT's prior consent.

6. EMIT may deliver the Goods prior to the agreed dates. In that case, the time limit for payment shall be shortened accordingly.

7. The Buyer shall notify EMIT of his decision not to accept the Goods and provide relevant reasons within 3 business days of the Goods delivery to the place of destination.

8. The Buyer shall pay all the costs of shipping the Goods that the Buyer considered defective with no good reason and returned to EMIT, and the costs of shipping the Goods back by EMIT.

9. The risk of losing or damaging the Goods shall be transferred onto the Buyer upon releasing the Goods to the Buyer, and if the Buyer evades the acceptance of Goods with no good reason – as of the moment the acceptance becomes possible for the Buyer.

10. Unless otherwise agreed, the Goods shall be packed in accordance with applicable commercial practice and as required for the properties of particular objects.

11. A delivery shall be deemed completed upon releasing the Goods to the Buyer, and if the Buyer evades the acceptance of Goods with no good reason – as of the moment the acceptance becomes possible for the Buyer.

12. If EMIT fails to deliver the Goods to the schedule, the Buyer may claim his statutory rights only if EMIT, despite the expiry of an additional time limit of at least 3 business days arranged with the Buyer, fails to deliver the Goods.

Article 5

TERMS OF PAYMENT

1. Unless the Parties agree otherwise, the agreed price for the Goods to be delivered includes costs of shipping the Goods to the place of destination specified in an order, costs of order documentation and costs of packing.

2. EMIT reserves the title to the Goods until the Buyer pays the full price for the Goods. If the Buyer fails to pay the full price for the Goods, EMIT may charge the Buyer for using the Goods until the full price is paid and charge him for any wear and tear of or damage to the Goods. It is without prejudice to EMIT's right to claim damages from the Buyer.

3. EMIT shall issue an invoice after delivering the Goods to the agreed place of destination, unless the Parties agree otherwise.

4. EMIT does not authorise the Buyer to make any deductions from the sums due under invoices issued by EMIT.
5. EMIT may attach to its invoices documents indicating the name and address of the carrier.
6. Invoice payment dates shall be set out in an order and order confirmation whereas the time limit is calculated from the invoice date, unless the parties agree otherwise.
7. Date of payment shall mean the date of crediting EMIT's bank account (i.e. receiving funds in EMIT's bank account), unless the parties agree otherwise.
8. A complaint made by the Buyer shall not discharge him from the obligation to pay for the Goods delivered by EMIT.
9. The Buyer may not transfer any rights or obligations provided for in this contract (no assignment) on a third party without prior written consent of EMIT.
10. If EMIT becomes aware of the Buyer's poor financial standing which may affect his timely payment for the Goods delivered, EMIT may request immediate payment for the Goods irrespective of previously arranged payment schedule or request the Buyer to provide a payment warranty in a form acceptable for EMIT (e.g. bank guarantee, insurance guarantee, transfer of title to secure payment etc.)
11. If the Buyer is in default of payment, EMIT may suspend deliveries of the Goods and charge statutory late payment interest.

**Article 6
LIABILITY FOR DEFECTS AND
WARRANTY**

1. The Goods shall meet the conditions specified in an order, including but not limited to the number, properties, quality and technical specifications.
2. EMIT shall provide the Buyer with a quality warranty for a period specified in a respective order and EMIT's order confirmation.
3. The Goods contested by the Buyer shall be available for EMIT service employees for the whole period of a complaint procedure.
4. The Buyer who rescinds the contract or requests the delivery of Goods free from defects as a result of discovering a physical defect in the Goods may not ship the contested Goods back to EMIT without its prior consent.
5. The Buyer shall notify EMIT of discovering any defect in the delivered Goods within 5 days of the date of such a discovery. The existence of a defect shall be stated in writing.
6. If EMIT is late with remedying the defect, the Buyer may not have another entity to remedy the defect at EMIT's risk and expense.
7. The Buyer shall lose his warranty entitlements if:
 - a) the Goods (motors) are not operated in accordance with the technical requirements;

- b) the Goods (motors) are not operated for the purpose they are intended;
 - c) the Goods (motors) are not installed or stored properly.
8. The Parties exclude EMIT's statutory liability for physical defects in the Goods.
 9. EMIT shall not be held liable for the Buyer's lost profit, indirect loss or costs of potential stopping of the Buyer's manufacturing process as a result of the discovered defects.
 10. EMIT shall not be held liable for the effects of force majeure or other circumstances it cannot control.

**Article 7
LIQUIDATED DAMAGES**

1. Should EMIT rescind the contract for delivery for reasons attributable to the Buyer (e.g. as set out in Article 8) or should the Buyer rescind the contract with no good reason, EMIT may claim liquidated damages equivalent to 40 percent of the gross price of the Goods delivered.
2. If the liquidated damages fail to remedy the damage sustained by EMIT, EMIT may claim additional damages under the provisions of the Civil Code.

**Article 8
RESCISSION**

EMIT may rescind the contract in whole or in part within 30 days of becoming aware of any of the following occurrences:

- The Buyer, having ordered the Goods, failed to collect or accept them, cancelled the order or otherwise ceased to perform the contract;
- A petition for the Buyer's bankruptcy, winding up or liquidation has been filed;
- The Buyer has ceased to run his business;
- An order to seize the Buyer's property has been issued to the extent preventing the Buyer from fulfilling his obligations towards EMIT.

**Article 9
FINAL PROVISIONS**

1. The Buyer agrees to have his personal data processed by EMIT for the purpose of fulfilling orders and for marketing purposes connected with the business pursued.
2. All contracts subject to these Terms shall be governed by the provisions of the Polish law.
3. All matters not provided for in these Terms shall be regulated by the provisions of the Civil Code and other relevant provisions of the Polish law.
4. The Parties shall resolve any and all disputes arising in the performance of contracts for deliveries under an amicable procedure and if the disputes cannot be resolved out of court, the Parties shall refer such disputes to a court of law having jurisdiction over EMIT's registered office.
5. These Terms shall become effective as of 1 April 2013.