



ZAKŁADY ELEKTROTECHNIKI MOTORYZACYJNEJ SP. Z O. O.
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GENERAL TERMS AND CONDITIONS

applicable at Zakłady Elektrotechniki Motoryzacyjnej Spółka z ograniczoną odpowiedzialnością
based in Duszniki-Zdrój

of 17th February 2023

I. GENERAL PROVISIONS

1. These General Terms and Conditions [**“GTC”**] regulate the cooperation between the company operating under the name Zakłady Elektrotechniki Motoryzacyjnej Sp. z o.o. [**“Seller”** or **“ZEM”**] and the entities ordering and purchasing ZEM goods [**“Buyer”**]. Subject to the following clause I.3., the GTC shall form an integral part of the Cooperation agreement concluded between the Parties.
2. The Seller shall not be bound by any terms and conditions contrary to the GTC, and any deviations, specifications or amendments to the Offer, the Order, the Order confirmation shall require a written (*or at least expressed and confirmed by e-mail*) agreement of the Parties under pain of nullity. Thus, in invoking the content of the legal relationship between the Parties, it is ineffective for the Buyer to refer to the Buyer's existing terms and conditions of business or terms and conditions of purchase. Amendments to the GTC or the Sales agreement must be made in writing (Annex) in order to be valid.
3. In the event of any discrepancy between the GTC and the provisions of a written agreement concluded between the Buyer and the Seller [**“Sales agreement”**], which regulates the principles of the sale of ZEM goods, the provisions of the agreement shall be applied first and then the provisions of the GTC. The Parties agree that the term [**“Cooperation agreement”**] as used in the GTC is the broadest term and includes, as appropriate, depending on the context: the GTC, Sales agreement, Offer, Order, Order confirmation. Clause III.5. shall apply mutatis mutandis.

II. OFFER and OTHER DOCUMENTS

1. The [**“Offer”**] shall be understood to mean a written communication drawn up by a person authorised for this purpose by the Seller, containing information on the product, the quantity and the price and indicating the application of the GTC, and addressed to the Buyer.
2. The Seller reserves unrestricted ownership and copyright of cost estimates, drawings and any other documents. The indicated documents may be made available to third parties only upon prior written consent of the Seller, and if for the proper execution of the Cooperation agreement it would be necessary to transfer these rights to the Buyer, the Parties shall do so by signing a separate agreement.



IX Commercial Division of the National Court Register
KRS [National Court Register Number]: 0000077725
NIP [Tax Identification Number]: PL 883-17-01-904

REGON [National Business Registry Number]: 891367176
BDO 000036441
PKD 2711Z

President of the Management Board: **ANDRZEJ BANASZEWSKI**

Vice-President of the Management Board: **ROBERT PARZYŃSKI**

Member of the Management Board: **ANDRZEJ MROŻEK**
BNP PARIBAS BANK POLSKA SA

PLN: PL 86 1750 1309 0000 0000 1346 8265
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SWIFT (BIC): PPABPLPK



3. Reports, notes, correspondence, information and opinions provided by the Parties in the implementation of the Cooperation agreement are for the sole benefit of the Parties and may not be relied upon by any other person or entity. These documents are covered by the Parties' confidentiality obligations (clause IX).

III. ORDERS

1. Orders should be submitted by email to: marketing@zem.com.pl.
2. The [**“Order”**] should indicate at least:
 - order number and date of issue;
 - Buyer's details (delivery address and invoicing details);
 - ZEM product number and quantity ordered;
 - proof of authorisation of the person placing the Order to represent the Buyer and to incur financial obligations.
3. At the Seller's request, the Buyer shall present a current excerpt from the National Court Register or other documents reflecting the Buyer's registration details. The Buyer is obliged to immediately notify the Seller of any changes to the data (contained in the KRS or CEIDG). The Buyer's data shall be stored by the Seller only to the extent necessary for the performance of the Seller's business and the execution of the Cooperation agreement.
4. Upon receipt of the Order, the Seller shall either send a written confirmation of the Order (*or by e-mail*) [**“Order confirmation”**], containing the terms and conditions, including the completion date of the Order, or refuse to accept the Order in writing (*or by e-mail*). Depending on the Seller's indication, the completion date appearing in the Order confirmation shall be the declared date of dispatch of the ZEM goods from the Seller's plant or the date on which the goods are ready for collection by the Buyer.
5. By placing an Order, the Buyer accepts the GTC. The GTCs shall take precedence if an agreement is concluded by means of an Offer/Order/Order confirmation. If the Parties conclude a separate Sale agreement in writing, clause 1.3. above shall apply accordingly.
6. If the Buyer is in arrears with the payment of the price for the ZEM goods, the Seller reserves the right not to accept any further Order until the outstanding amounts due are paid, which shall be within the period specified by the Seller in the summons.
7. If the Buyer cancels part or all of the Order after the Seller has sent the Order confirmation, the Buyer is obliged to notify the Seller. Cancellation of all or part of an Order is only possible with the Seller's consent in writing (*or by e-mail*).

IV. PRICE AND PAYMENT

1. The price and currency of the transaction is stated each time in the Offer and in the Order confirmation.





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- Prices are net prices expressed in PLN or EUR. The price will be increased by value added tax at the applicable rate or by any other tax required by law. If the price expressed in EUR is to be converted, the average exchange rate announced by the National Bank of Poland on the day preceding the date of the invoice shall be used for this purpose.
- The Buyer is obliged to pay for the Order before its collection (prepayment) on the basis of a pro-forma invoice, unless the Seller and the Buyer agree on a different payment term or other conditions for payment of the price.
- Payment of the price shall be made to the Seller's bank account as stated on the pro-forma invoice/invoice, and the date on which the Seller's account is credited with the amount due for the ordered ZEM goods shall be the date of performance by the Buyer.
- In the event of a delay in payment of the price, the Seller has the right to withhold delivery of the goods and to withhold further orders from the Buyer. For each day of delay in payment, the Seller shall be entitled to charge the Buyer with statutory interest.
- In the event of repeated delays in payment for the ordered ZEM goods, the Seller reserves the right to change the payment terms, of which it will inform the Buyer in the Offer/Order confirmation, according to the circumstances and the status of the fulfilment of the obligations under the Cooperation agreement.
- Until the amount due is paid in full, the ZEM goods remain the property of the Seller.

V. DELIVERY

- Unless otherwise agreed by the Parties, the delivery of ZEM goods will take place on **EXW** terms, plant in Duszniki-Zdrój, according to INCOTERMS 2020.
- Subject to clause III.4. above, in the case of EXW deliveries, deliveries shall be deemed to have been made on time if the Seller informs the Buyer that the goods are ready for collection by the Buyer within the period stated on the Order confirmation. For DAP deliveries, delivery is deemed to be on time if the carrier collects the goods within the period stated in the Order confirmation.
- The Buyer is obliged to collect the goods and to check the conformity of the delivery with the Order, including the type and quantity of the ZEM goods, as well as any visible defects. In the event of damage to the packaging, the Buyer should draw up a complaint report with the carrier and notify the Seller immediately. Clause VII below shall apply to the complaint accordingly.
- The absence of reservations on the transport document or on the goods issue document implies proper fulfilment of the agreement, subject to the claim for latent defects.
- In the event of occurrence of a [**"Force majeure"**] event which prevent or significantly hinders the performance of the Cooperation agreement and over which the Seller has no control, i.e. such as, among other things, weather phenomena, natural disasters, acts of war, strikes, industrial disputes, orders of authorities, shortages of supply of raw materials, problems with electricity supply, state of natural disaster, etc., the Seller shall be entitled to postpone the performance of the Order and



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change the terms of delivery. The Seller shall also not be liable for delays in the execution of the Cooperation agreement if the Force majeure affects its suppliers/sub-suppliers/subcontractors.

6. The Seller is obliged to inform the Buyer immediately of the Force majeure event. Upon its termination, the Seller shall inform the Buyer of this fact and set a new deadline for the execution of the Order. If the Force majeure event lasts for more than 90 days, each Party shall have [**“Right of withdrawal”**] from the Cooperation agreement. The Party withdrawing from the agreement is obliged to inform the other Party of the withdrawal in writing by submitting a declaration of withdrawal and may do so within 14 days of the end of the Force majeure period indicated above. In such a case, the Buyer shall not be entitled to compensation from the Seller.
7. The Seller shall have the analogous right of withdrawal from the Cooperation agreement within 14 days of the expiry of the payment deadline specified to the Buyer in the request sent in accordance with clause III.6.

VI. LIABILITY

1. The Seller's liability for damages is limited to the value of the Order.
2. The Seller shall not be liable for the Buyer's losses, including direct or indirect losses (e.g. operating loss, loss of profit, reduction of business or similar). This applies regardless of whether the performance of the Cooperation agreement (sale, delivery) is delayed or the ZEM goods are defective.

VII. WARRANTY

1. The Seller guarantees the quality of the ZEM goods for a period of 24 months from the date of manufacture shown on the label of the ZEM goods (each batch of goods) [**“Guarantee”**], and the Buyer is obliged to carefully inspect all goods immediately upon receipt. In the event that the Buyer does not immediately make a quality complaint in accordance with clause VII.3 below with regard to defects in the goods or fails to prove that the damage is not due to improper unloading or storage, it shall forfeit its rights under the Guarantee [**“Complaint period”**].
2. Quantitative complaints should be submitted within the Complaint period of 5 days from the date of delivery of the ZEM goods to the Buyer.
3. Only damaged goods or goods which do not comply with the Order may be complained. A complaint must be sent to the e-mail address: marketing@zem.com.pl and should include the number of the complained ZEM goods, the quantity and a detailed description of the defects. Failure to raise objections within the Complaint period shall be deemed to constitute acceptance of the goods in their entirety by the Buyer. The Buyer, after submitting a complaint, is obliged to bring the complained ZEM goods to the Seller's premises for inspection. The cost of shipping under complaint shall be borne by the Buyer.
4. A complaint shall be processed within 14 days of its written submission and receipt of the complained goods. Any irregularities in a part of the delivered goods do not entitle the Buyer to submit





a complaint covering the entire delivery. After examination, the Seller shall draw up a report of the complaint and send it to the Buyer. In the case of a recognised complaint, the Seller shall also complete a 5D or 8D Report at the Buyer's request. In the case of a recognised complaint, the Seller will repair or replace the defective ZEM goods with defect-free goods within the shortest possible time depending on the availability of parts and organisational possibilities.

5. The guarantee does not apply to samples or prototypes made for the purpose of testing by the Buyer to confirm that the design requirements are met.
6. Claims under the Guarantee lapse if the Buyer makes any modifications or if defects or damage to the ZEM goods result from improper handling or storage. In the event of an unfounded complaint, the Seller has the right to charge the Buyer for the costs of expert examination of the returned goods
7. Submitting a complaint does not release the Buyer from the obligation to pay for the complained goods.

VIII. RETURN OF GOODS

1. The return of ZEM goods is only possible if the Seller accepts such a return in writing (or by e-mail) and provided that it takes place no later than 14 days from the date of receipt of the goods by the Buyer.
2. The return of ZEM goods is at the expense and risk of the Buyer.
3. The ZEM goods dedicated to the Buyer are not returnable.

IX. CONFIDENTIALITY

Each Party is obliged, during the term of the Cooperation agreement and for 5 years after its termination for any reason, not to transfer, disseminate or use for the benefit of a third party any information, technical data, knowledge or skills concerning the ZEM goods, which have been – or may have been – communicated to it, or with which it has become acquainted, while participating in a trade exchange in the performance of the Cooperation agreement.

X. FINAL PROVISIONS

1. If any provision of the Cooperation agreement proves to be invalid or unenforceable, for whatever reason, this shall not affect the other provisions of these documents.
2. The legal relationship between the Seller and the Buyer shall be governed exclusively by Polish law. Each of the Parties acts as an independent entrepreneur and, therefore, nothing in the Cooperation agreement shall be construed as granting the Buyer a power of attorney or establishing it as a representative of the Seller.
3. Any disputes between the Seller and the Buyer arising from the Cooperation agreement (if it is not possible to resolve the dispute amicably) shall be settled by the common court having jurisdiction over the Seller's seat.

