

## General Terms of Purchase/Delivery (GTP)

1. The present general terms of purchase/delivery are introduced in order to standardize the conditions of sale/delivery of goods to REMIX S.A. by national and foreign sellers or suppliers.
2. The purchase by REMIX S.A. of all standard goods which are not individualized in any manner nor graded, including materials, may be effected only and exclusively in accordance with the provisions contained herein.
3. Any departure from applying the present GTP for a particular order requires written consent of REMIX S.A.
4. In the further provisions of these GTP:
  - The notion “Seller” covers also a supplier,
  - The notion “GTS” covers the present general terms of purchase/delivery,
  - Provisions contained in the present GTP concerning purchase apply to delivery, respectively.
5. In the event the Seller contests the provisions of the present GTP or they follow their own general terms of sale, the Seller is obliged to inform REMIX S.A. by mail immediately upon receiving an order, before accepting and executing the latter.

Should the above occur:

- REMIX S.A. may withdraw from ordering and then the Seller fails to have any rights of claim against REMIX S.A. , including claims for lost profits,

or

- the parties make separate arrangements concerning the terms and conditions of purchase.

In the event the Seller fails to advise REMIX S.A, it is understood that the purchase of goods follows the terms defined in the present GTP.

6. REMIX S.A. forwards an order for goods on the form which constitutes Attachment no. 1 to the present GTS.  
In such an order, in the column: „Notes by REMIX S.A.” REMIX S.A. are permitted to include requirements, conditions or reservations not covered by these GTP. Any such conditions, requirements or reservations are binding for the Seller.
7. An order will be delivered by sending to the Seller’s e-mail address a scan of completed and signed order.
8. The order will be fulfilled by the Seller following the terms contained in the present GTP and the conditions (requirements or reservations) indicated in the order, including:
  - Prices as indicated in the order,
  - Delivery deadline and payment deadline as indicated in the order.



9. Any potential advance payments or down payments paid by REMIX S.A. to the Seller may be appropriated by the Seller only and exclusively on account of payment of the price for the goods covered by the order. It is excluded for the Seller to appropriate the advance payments or down payments on account of any other liabilities of REMIX S.A. to the Seller.
  10. It is excluded for the Seller to set off any mutual liabilities.
  11. The Seller may not dispose of or transfer their rights and responsibilities resulting from the sale of goods without prior written consent by REMIX S.A., under the pain of nullity.
  12. The payment due for the goods purchased will be effected by REMIX S.A. by bank transfer with the reservation that whenever the due date is on Friday, the payment date is automatically moved to the following Monday without incurring any responsibility whatsoever on the part of REMIX S.A. to the Seller for so delayed payment.
  13. The date due for payment for goods purchased is the date when the bank account of REMIX S.A. is charged.
  14. An invoice(s) issued by the Seller must contain the prices which were indicated in the order plus it/they should comprise the following:
    - all elements required by law, including VAT regulations,
    - REMIX S.A. order number.
  15. Every invoice must be delivered to REMIX S.A. at least 15 (fifteen) days before payment date.
  16. The goods ordered must be delivered in a manner described in the order and by the deadline contained therein.

The place of delivery is the headquarters of REMIX S.A. with the provision that should the place of delivery be different than the headquarters of REMIX S.A., such a location will be duly indicated in the order.
  17. Every delivery of goods to REMIX S.A. will be effected on cost and risk of the Seller.
  18. The Seller commits to contract an insurance coverage for the goods for the period of transport to REMIX S.A. and for the amount equal to the value of the order.
  19. As the date of delivery of goods to REMIX S.A. is considered the date of receipt of the goods by REMIX S.A. confirmed by REMIX S.A. on the proof of delivery.

In the event of split deliveries, as the date of delivery of a particular batch of goods to REMIX S.A. is considered the date of receipt of that batch of goods by REMIX S.A. confirmed by REMIX S.A. on the proof of delivery.
  20. If the Seller delays the delivery by more than 15 (fifteen) working days in respect of the deadline stated in the order, REMIX S.A. reserves the right to withdraw from the sales contract. REMIX S.A. may execute this right by lodging a proper declaration to the Seller. In order for such a
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declaration by REMIX S.A. to be effective it is enough to send it by e-mail. A confirmation of withdrawal from sales contract by REMIX S.A. will then be by registered mail.

In the event REMIX S.A. withdraws from the contract, the Seller has no rights of claim against REMIX S.A., including any compensation claims, whereas REMIX S.A. reserves the right to claim contractual penalties indicated in item 21 of the present GTP, counted from the date of declaration of withdrawal from sales contract.

21. REMIX S.A. reserves the right to impose contractual penalties in the following circumstances and amounts:
    - 10% (ten per cent) of gross order value in the event the Seller withdraws from fulfilling the order,
    - 10% (ten per cent) of gross order value in the event REMIX S.A. withdraws from the order for reasons attributable to the Seller,
    - 0,1% (one tenth per cent) of gross order value for each day of delayed delivery by the Seller with the provision that penalty in this amount applies to 15 (fifteen) days from delivery deadline,
    - 0,2% (two tenth per cent) of gross order value for each day of delayed delivery by the Seller, commencing from 16 (sixteenth) day from delivery deadline.
  
  22. In the event the value of the loss incurred by REMIX S.A. due to delayed delivery exceeds the value of contractual penalty, REMIX S.A. reserve the right to claim the full amount of loss, including any lost benefits, according to general terms.
  
  23. The goods delivered must be new, properly manufactured and packed, featuring parameters and properties as indicated in the order, appropriate for the intended application in accordance with the conditions stated in the order, and also must meet the safety requirements as indicated by REMIX S.A.  
The goods purchased must also be free of any physical and legal faults. The Seller is liable to REMIX S.A. for any faults, including the hidden ones, as well as quantity shortages of the goods they deliver.
  
  24. The Seller is requested to forward at their expense to REMIX S.A. any required attestations, certificates, permissions, certificates or licenses required for the appropriate use of the goods, including instruction manuals.
  
  25. A delivery of goods before the deadline may be effected only upon statement of consent by REMIX S.A. expressed in writing and sent by e-mail, with the proviso that the payment for such early delivery will be made at the due date indicated in the order.
  
  26. In the event of faulty goods or part thereof, REMIX S.A. may, at their discretion:
    - Call the Seller to collect from REMIX S.A. a part or all of the delivery and to replace it with goods free of any faults by the deadline stated by REMIX S.A.,or
    - Withdraw in part or in whole from the sales contract with notification of the Seller, without additional call to the latter to fulfill their commitments.
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27. In the event of supplying goods other than specified in the order or whose defects are immediately visible, REMIX S.A. may refuse to receive them

In such a case:

- The goods which REMIX S.A. refused to receive will be collected by the same means of transport at the Sellers expense and risk, while REMIX S.A. will indicate the reasons for non-acceptance on the proof of delivery,
- or
- REMIX S.A. will notify the Seller by e-mail of their non-acceptance with specification of reasons at the latest within 24 h from the time the goods were delivered.

If this is the case, the Seller will be obliged to collect the a/m goods at their expense and risk within a non-extendible time of 5 (five) days from the notification of non-acceptance by REMIX S.A.

28. The Seller extends a 12 month warranty period for the goods delivered, counted from the moment of collection by REMIX S.A. , unless the parties have agreed otherwise in writing.

The Seller agrees to transfer the warranty rights to a third party who is the recipient of goods or equipment manufactured by REMIX S.A. in which the goods purchased by REMIX S.A. from the Seller were installed.

29. In the event a purchase and use or application by REMIX S.A. of any goods would infringe any industrial and intellectual property rights, the Seller is held fully liable for any damages resulting to REMIX S.A. therefrom.

30. In the event of domestic sales, any disputes resulting from the purchase of goods will be decided by courts of law proper for the business location of REMIX S.A.

31. In the event of foreign sales, any disputes resulting from the purchase of goods will be decided by a Polish court of law of jurisdiction proper for business location of REMIX S.A. and the issues will be adjudicated in pursuance of Polish material and procedure law.

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