

1. These general terms and conditions of sale define the rights and obligations of the parties to sales agreements for Goods and services. These general terms and conditions of sale bind the Sellers in full, unless the parties regulate it in another formal manner.

2. These general terms and conditions of sale are available before the conclusion of the agreement in writing on the website [www.uniamachines.com](http://www.uniamachines.com).

3. **Definitions** of terms used in the general terms and conditions of sale:

**GTC** - general terms and conditions of sale.

**Buyer** - Unia Sp. z o.o.

**Seller** - seller of Goods and services.

**Goods** - movable items, products and services, goods to be sold on the basis of the sales agreement between the Seller and UNIA.

**Machine** - the final product of UNIA in which the Goods have been installed.

**Order** - a commitment to purchase Goods and services submitted by the Buyer in writing, delivered by e-mail, containing Goods: name, price, quantity, method of delivery, date and place of realization of the ordered Goods and services.

**Order confirmation** – the Seller confirms the order via e-mail within 3 working days of receiving the Order from UNIA.

**Complaint** – written statement by UNIA addressed to the Seller, containing a request to fulfill the obligations described in point 19 of these general terms and conditions of sale, the notification form in Annex No. 1, which is an integral part of these general terms and conditions of sale.

Unia documentation – construction drawings, critical parameters that have a fundamental impact on the functionality of the Goods.

**Supplier documentation**

- DTR including the operating instructions, test results, certificates, EC declarations of conformity, declarations of performance, quality department approval protocols and risk assessment documentation, all technical reports providing test and examination results.

- in appropriate cases, a declaration of inclusion of an unfinished machine and assembly instructions.

**Working days** - calendar days excluding Saturdays and public holidays, specified in the Act of 18 January 1951 on public holidays (Journal of Laws 1951, No. 4, Item 28, as amended).

F.A.I - means a control test of the first Product or the first few items, the notification form in Annex No. 2, which is an integral part of these general terms and conditions of sale.

**Audit** - means an audit conducted by UNIA auditors after prior written notification to the Seller, which covers quality management systems and production of Products for UNIA.

**Defect** - means any defect, damage or unsuitability for use of the Product, meaning in particular the non-compliance of the technical conditions of the Product with the technical or functional parameters or other features specified in the Documentation. Non-conformities are the result of, in particular, such circumstances as a design error, manufacturing defect, material defect, causing its improper operation, preventing the operation of the Product or the Machine on which it was installed.

**Serial defect** - A serial defect is considered to be the same type of defect inherent in the Device or damage to the functioning of the same element, part, or subassembly of the Device, regardless of the type of damage, which occurs within 36 months from the date of receipt of the Machine.

**Permanent business relations** - means the duration of the execution of the order of one of the parties, or the repeatability of the Parties' business contacts, consisting in at least two executions by one of the parties of the order of the other party in the period of 12 calendar months preceding the placement of the Order.

4. Placing an order by UNIA to the Seller means acceptance of the offer on the terms specified in the Order. The Seller undertakes to confirm the acceptance of the Order within 3 business days, unless otherwise agreed between the Parties.

5. In the event of any discrepancy between the Order Confirmation and the Order, UNIA has the right, within 7 business days from the date of receipt of the Order Confirmation, to declare in writing (via e-mail) whether it accepts the execution of the Order on the terms changed by the Seller.

6. Orders issued by UNIA are binding in electronic form, without the need to sign them.

- 7.** The Seller shall notify UNIA in writing of any change, at least 10 days before the introduction of the above changes. UNIA shall confirm or reject the introduction of the change to the Goods or their production process in writing. In the event of failure to accept the change, UNIA shall have the right to withdraw from the contract within 30 days.
- 8.** The Seller shall notify UNIA in writing of any non-conformity of the Goods with the Order no later than 30 days before delivery. UNIA shall confirm or reject the delivery of the non-conforming Goods in writing. In the event of delivery of Goods that are non-conforming with the Order without UNIA's written consent, and also in the event of failure to notify UNIA of the non-conformity of the Goods with the Order at least 30 days before the planned delivery date, UNIA shall have the right to withdraw from the contract within 30 days of receiving information about the circumstances justifying
- 9.** In the event of a discrepancy in the data between the Order placed by UNIA and the Seller's invoice, the data from the Order are considered agreed.
- 10.** The value of the Order is the value of the ordered Goods together with the documents and their packaging and delivery to UNIA.
- 11.** The basis for issuing an invoice and the condition of its payment is the delivery of complete and undamaged Goods to UNIA in accordance with points 11, 12, 17 and 18 of these GTC.
- 12.** The Seller informs UNIA about the shipment of the Goods by e-mail, at least 2 days before the planned shipment of the Goods to UNIA, to the e-mail address of the purchasing specialist. The e-mail with the notification should contain signed delivery documents. Failure to notify within the above deadline constitutes grounds for UNIA to refuse to accept the delivered Goods. Together with the delivery of the Goods, the Seller is obliged to provide the Seller's delivery document or a bill of lading appropriate to the type of transport together with the shipment specification.
- 13.** The Seller is obliged to include the UNIA Order number on the delivery document, invoice, quality certificates and declarations of conformity and specify the materials, containing at least the UNIA material index.
- 14.** The required quality documents, approvals, certificates, etc. must be provided as an integral part of the delivery document for materials specified in the UNIA Order.
- 15.** In the case of services, the Service Seller is obliged to provide a service transfer protocol signed by UNIA together with the invoice.
- 16.** The Seller ensures full identification of the delivered Goods, marks the material with a label containing the name and material number.
- 17.** The Seller packs and marks the collective packaging of the Goods in a way that guarantees protection during transport and unloading without the use of specialist unloading tools.
- 18.** Deliveries of Goods are accepted on working days, at the UNIA headquarters during the opening hours of the warehouses:
- a)** Słupsk warehouse – from Monday to Friday from 7:00 to 15:00
  - b)** Brzeg warehouse – from Monday to Friday from 7:00 to 15:00
  - c)** Grudziądz warehouse – from Monday to Friday from 7:00 to 15:00
  - d)** Kąty Wrocławskie warehouse – from Monday to Friday from 7:00 to 15:00
- It is possible to accept the delivery outside the opening hours of the warehouses, provided that this is agreed in advance between UNIA and the Seller.
- 19.** Quantity check of the delivered Goods and their condition after transport takes place within 4 working days of delivery to the UNIA warehouse, by comparing the compliance of the delivery with the Order and documents provided by the Seller and by inspecting the external condition of the Goods.
- 20.** In the event that the quantity of the Goods is not in accordance with the Order or the Seller's delivery documents, or if the delivered Goods are damaged, UNIA will note the above discrepancy in the delivery complaint documents (inspection ruling). The complaint will be submitted in writing via e-mail. The Seller is obliged to deliver the missing parts of the delivery within 3 working days from the date of reporting the discrepancy by UNIA at its own expense or replace the defective Goods with new, defect-free Goods.
- 21.** The Order is considered fulfilled when the Goods are delivered to UNIA in accordance with the Order together with all documents required by UNIA (items 12-16).
- 22.** The ownership of the Goods is transferred to UNIA at the time of complete delivery.

- 23.** UNIA receives a two-year warranty for the Goods, the warranty period is counted from the date of delivery of the Goods to UNIA's registered office, unless otherwise agreed.
- 24.** UNIA receives a guarantee that the technical and performance parameters of the Goods are consistent with the parameters specified in the UNIA Order and that during the warranty period, the Goods will be free from defects that would prevent their proper and failure-free operation.
- 25.** During the warranty period, UNIA will inform the Seller in writing about the occurrence of a defect in the Goods. The Seller is obliged to remove the detected defect in the Goods within 3 days of notification by UNIA. The Seller may not accept the claim submitted in the above manner by UNIA only if it proves that the defect in the Goods was caused by UNIA's fault as a result of improper use or application of the Goods, inconsistent with the instructions/documents provided by the Seller. The warranty is extended by the time from reporting the defect in the Goods to its removal.
- 26.** The warranty period is counted from the beginning in the event of replacing the Goods with new ones.
- 27.** In the event that the Seller fails to meet the deadline for removing the defect, UNIA has the right to remove the defect itself or have it removed by a third party, at the Seller's expense, without losing the rights resulting from the warranty.
- 28.** If a defect of the same type occurs in 20% of the Goods during the warranty period, it is treated as a serial defect. The Seller is obliged to remove a serial defect in all Goods from the delivery, regardless of whether it has already occurred in them or not.
- 29.** Effective removal of a serial defect is effected by replacing the Goods or their element with a new one with a changed design, other parameters or manufacturing technology, or replacing the Goods or their element with a new one from a different manufacturer. All elements that have had a serial defect removed receive a 24-month warranty.
- 30.** The deadline for removing a serial defect is 21 days from its occurrence or at another time agreed by the Parties.
- 31.** The removal of a defect in the Goods is at the Seller's expense. He also bears all documented costs related to identifying the defect and removing it.
- 32.** The Seller is liable for damage to the health or life of third parties as, in which case the Seller is obliged to assume liability for all resulting claims under civil liability for the product and compensate the Buyer for the damage.
- 33.** In the event that a defect in the Goods results in any damage to another component of the machine on which the Goods are mounted, the property of the Buyer, User or a third party, the Seller is obliged to cover all documented repair costs and pay a contractual penalty. The Buyer is also entitled to claim compensation on general terms.
- 34.** In the event that hidden defects of the Goods are revealed during the warranty period, threatening traffic safety and human life, the Seller will be obliged to make appropriate changes to the design documentation of the Goods and assembly in the Machine. After the warranty period, the Seller's obligation to introduce the above-mentioned changes to the design documentation remains in force, and the Parties will agree on an appropriate remuneration for this.
- 35.** The Seller may be exempted from paying a contractual penalty only if he proves, within 7 days of the occurrence of the damage, that it did not occur as a result of a defect in the Goods and the fault of the Seller.
- 36.** Improper performance of the delivery or obligation by the Seller entitles UNIA to charge the Seller with the following penalties:
- a)** non-compliance in the scope of delivery of the Goods and documents specified in points 12-15 of these GTC is subject to complaint and a one-time penalty in the amount of 2% of the value of the delivered material,
  - b)** delay in delivery of complete Goods in relation to the date specified in the Order – in the amount of 2% of the value of the delayed Order for each day of delay,
  - c)** delay in removing a defect or serial defect of the Goods – in the amount of 2% of the value of the Goods for each day of delay,
  - d)** breach of confidentiality, by disclosing any information related to the Order without UNIA's consent, in the amount of PLN 100,000 for each violation,

- e) withdrawal from the contract due to improper performance of the contract by the Seller - a contractual penalty in the amount of 10% of the value of the part of the contract from which UNIA has withdrawn,
  - f) occurrence of a defect after the Goods have started to be used in UNIA products by the end customer – a contractual penalty in the amount of PLN 400 for each case of defect, as a flat-rate cost of the UNIA Service's activities in connection with the defect. Payment of the penalty does not release the Seller from the obligation to fulfill the obligation.
- 37.** The Seller is entitled to claim statutory interest from UNIA in the event of delay in payment of the price for the Goods.
- 38.** The Seller may not make information related to the Order available to third parties without the written consent of UNIA.
- 39.** The Seller may not transfer the rights and obligations resulting from the Order without the written consent of UNIA.
- 40.** The Seller may not place logos or emblems on the Goods in visible places without the written consent of UNIA.
- 41.** In the event of discrepancies between the Seller's general terms of delivery and these general terms of sale, the provisions of the General Terms of Sale to UNIA Sp. z o.o. shall prevail.
- 42.** In matters not regulated in these general terms of sale, Polish law shall apply, in particular the Civil Code.
- 43.** Any disputes related to the Order shall be resolved by a court with local jurisdiction over the seat of UNIA.
- 44.** The following Annexes constitute an integral part of these OWS:  
Annex No. 1 - Complaint notification in the form of a DZJ inspection ruling  
Annex No. 2 - FAI notification