

GENERAL TERMS AND CONDITIONS OF SALE

GAS POWER

The General Terms and Conditions of Sale define the rights and obligations of the Parties that enter into a Contract with **GAS POWER** spółka z ograniczoną odpowiedzialnością spółka komandytowa.

§1

DEFINITIONS

1. **Seller** – *GAS POWER* spółka z ograniczoną odpowiedzialnością spółka komandytowa with a registered office in Kołobrzeg (78-100) at ul. Morska 7, registered in Rejestr Przedsiębiorców Krajowego Rejestru Sądowego¹ maintained by Sąd Rejonowy² in Koszalin, IX Wydział Gospodarczy Krajowego Rejestru Sądowego³ under the number 0000786960, a holder of a statistical ID No. (REGON): 383398780 and a Tax ID No. (NIP): 6711838634.
2. **Buyer** – an entity that is an entrepreneur and purchases products from the Seller.
3. **Parties** – the Seller and the Buyer.
4. **Product** – Generator Sets, Engines, Spare Parts and Accessories, a material or a service that are/is offered by the Seller and are/is the subject matter of the Contract that shall be entered into by the Parties.
5. **Contract** – a contractual tie (a Contract) that is entered into by the Parties after the Buyer has placed a Purchase Order and the Seller has confirmed it.
6. **Purchase Order (PO)** – a requisition for the Product that is placed by the Buyer in writing (a hard copy), in an electronic format or, if the Seller agrees to do so, in any other form.
7. **Confirmation of the Purchase Order (PO)** – a confirmation by the Seller of the PO that the Buyer has placed. The Confirmation shall specify in detail the terms and conditions at which the PO shall be delivered and confirm the acceptance of the PO.
8. **GTCS** – these General Terms and Conditions of Sale of GAS POWER sp. z o.o sp. k.

§2

GENERAL PROVISIONS

1. The GTCS shall solely apply to the Contracts, in respect of which the Buyer is an entrepreneur as defined by the art. 43¹ of the Civil Code, excluding the application of the GTCS to the contracts that are concluded with consumers as defined by Art. 22¹ of the Civil Code.
2. The wording of the GTCS shall form an integral part of the Contracts that the Buyer and the Seller shall enter into.
3. Any use of Contract templates, terms and conditions of sale or Buyer's Regulations other than these GTCS is excluded by the Parties.

1 *Rejestr Przedsiębiorców Krajowego Rejestru Sądowego* – Register of Entrepreneurs at the National Court Register

2 *Sąd Rejonowy* – District Court

3 IX Commercial Division of the National Court Register

4. The GTCS are available at the registered office of the Seller or at the Seller's website: <http://gaspower.tech/>.
5. Any amendment of the GTCS is allowed solely with the Seller's approval that shall be given in writing or else null and void or shall be given in the Confirmation of the Purchase Order.

§3

CONCLUSION OF THE CONTRACT

1. The Buyer shall send a Purchase Order that shall specify the Product in order to enter into the Contract with the Seller. The Purchase Order shall be understood as a requisition for the Product concerned and shall not be binding for the Seller. In the event the Seller has not responded promptly, it shall not be deemed to be an implied acceptance of the Purchase Order and shall not mean that the delivery thereof has started.
2. The Purchase Order must specify, among others, the name (a type, a kind, a specification) of the Product that is ordered, the Product quantity, the delivery/receipt/collection mode, registration details of the Buyer, details that are indispensable for issuing a VAT invoice. The Buyer shall acknowledge having become acquainted with the GTCS and their approval through placing the Purchase Order.
3. The Contract shall be effectively entered into upon the Confirmation of the Purchase Order by the Seller in writing or in any other accepted form, which shall at the same time specify the terms and conditions at which the Purchase Order shall be delivered.
4. The Purchase Order shall be delivered on the terms and conditions derived from these GTCS and the Buyer hereby waives the use of his own GTCS, contract templates and Regulations.
5. Any amendment of the GTCS is allowed solely with the Seller's approval that shall be given in writing or else null and void or shall be given in the Confirmation of the Purchase Order.

§4

PURCHASE ORDER DELIVERY AND PAYMENT

1. The delivery of the Purchase Order shall start upon the receipt of the Confirmation of the Purchase Order by the Buyer.
2. The Confirmation of the Purchase Order shall contain the information that is indispensable for the delivery of the Purchase Order, including the approximate date of delivery. The Buyer acknowledges that the delivery dates of the Purchase Order depend on the production cycles of the Product manufacturers and other circumstances that are beyond the Seller's control and are subject to change. In such a case, the Seller shall inform the Buyer thereof and define a new date of delivery of the Purchase Order and the Buyer hereby gives consent to it. A change of the production cycles of the Product Manufacturers and of other circumstances that are beyond the Seller's control and the resultant necessity to change the dates of delivery of the Purchase Order shall not be deemed to be a delayed / undue performance of the Contract and the Buyer is not entitled to lodge any claims against the Seller on this account.
3. The Products shall be delivered EXW Charzyno (78-100), ul. Polna 25c in accordance with the International Commercial Terms INCOTERMS 2010.
4. The date of collection of the Product by the Buyer from the Seller's operating plant shall be deemed the date of delivery.
5. The Purchase Order delivery shall be started on condition of making an Advance Payment by the Buyer in the amount of 100% of the value of the Purchase Order unless otherwise agreed on by

the Parties. Booking of the Advance Payment at the Seller's bank account shall be the basis for shipment/collection of the Product. A failure to meet the delivery date of the Purchase Order, if any, that shall result from the Buyer's delay in making the Advance Payment shall not be deemed to be a delayed delivery of the Contract and shall not be the basis for lodging any claim whatsoever against the Seller.

6. Each Advance Payment shall be made upon the submission of a Pro-Forma Invoice by the Seller to the Buyer.
7. If the Seller has agreed to waive the Advance Payment, the payments shall be made on the basis of VAT invoices issued by the Seller after each collection of the Product by the Buyer. The invoices shall be due for payment on the date set out in the Seller's invoice. The Seller reserves himself the right to request the payment of the Advance Payment in the amount that shall be defined in the Confirmation of the Purchase Order.
8. Any payment on account of the Contract shall be made to the Seller's bank account which shall each time be given in the relevant invoice.
9. The Buyer's failure to make the payment on time (in whole or in part) of the Pro-Forma Invoice and/or a VAT invoice shall entitle the Seller to refrain from performing (delivering the Purchase Order) until the payment is made, and the Seller shall neither bear any risk nor adverse consequences thereof.
10. The date of crediting the payment to the Seller's bank account (booking) or the date of payment in cash shall be deemed the date of payment.
11. The prices shall be given in Polish zlotys (PLN) if the Purchase Order is delivered in the territory of the Republic of Poland and in Euro (EUR) if it is delivered abroad.
12. The prices given in the Confirmation of the Purchase Order are net prices and the relevant taxes shall be added to them in accordance with the currently applicable law.
13. If the Purchase Order is delivered outside the territory of the Republic of Poland, the price given by the Seller in the Confirmation of the Purchase Order will not include any customs duties, taxes, public levies or any charges imposed on the Product according to the law applicable to the registered office of the Buyer or the law applicable to the place of destination of the Product.
14. Until the Buyer has made the full payment for the Product, the Product shall remain the property of the Seller.
15. Upon the collection of the Product by the Buyer, any burdens, hazards and risks related to, inter alia, its loss, damage or deterioration shall be transferred to the Buyer.
16. If the Buyer has delayed its payment for the Product, the Seller has the right to charge interest up to the amount of statutory interest for delay in commercial transactions. The obligation to pay interest shall not exclude the Seller's right to claim redress for damage in line with general rules.

§5

GUARANTEE

1. The Seller grants a guarantee for the Product, with the proviso that if the Product is a thing, the guarantee period shall amount to twelve (12) months from the date of sale, if however the Product is a service, the guarantee period shall amount to six (6) months from the date of rendering the service, unless otherwise agreed on by the Parties.
2. The guarantee period shall start from the date of collection of the Product by the Buyer or from the date of completion of the service by the Seller. The guarantee shall solely be valid in the

territory of the Republic of Poland, and the repairs - if any – outside the territory of the Republic of Poland can be made by the Seller for a fee.

3. The complaints shall be made within not more than seven (7) days from detecting the fault (defect). The Complaint Report shall contain a description of the fault (defect) together with the relevant photos.
4. The Seller shall confirm the acceptance of the Complaint Report within seven (7) days and define a reasonable deadline for the fault (defect) removal.
5. The Buyer shall bear the cost of the delivery of the Product to the Seller.
6. The scope of the guarantee shall not include:
 - a. Damage that occurred in the course of loading, unloading and transporting.
 - b. Damage that occurred as a result of or due to vandalism, theft, devastation and burglary.
 - c. Damage that was caused by such Acts of God as, inter alia, lightning discharge, fire, hailstorm, flood or other Force Majeure events.
 - d. Such consumables as: bulbs, fuses, washers, cotter pins and other consumables that are subject to natural wear and tear.
 - e. Damage that was caused by such external factors as, among others, hitting, scratch, effect of exposure to a substance.
 - f. Damage that was caused by the use of wrong grease, oil, liquids, fuses or other consumables.
 - g. Damage that was caused by improper preventive maintenance, use or assembly.
 - h. Damage that occurred due to natural wear and tear of the Product resulting from its proper construction.
7. The Buyer shall lose the rights under the guarantee granted if:
 - a. He makes a repair himself or the repair is made by an unauthorized entity.
 - b. He modifies the Product.
 - c. He fails to comply with the guidelines that are defined in the Technical and Operational Manual of the Product or in other technical documentation that describes how to use and maintain the Product properly.
 - d. A fault (defect) is reported after the seven-days deadline from becoming aware of the occurrence of the fault (defect).
 - e. A damage to the Product occurred during its transport that was being performed or ordered by the Buyer.
8. The Seller's liability on account of a statutory warranty for physical and legal defects of the Product is excluded.
9. The guarantee is granted solely to the Buyer without the right to transfer it to any third party.

§6

LIABILITY

1. The Seller shall neither be liable to the Buyer nor to his customers nor entities that act on his behalf for any losses and damages, lost profits, loss of any contract (a PO), loss of earning opportunity or any indirect or consequential losses or damages.
2. The Seller's compensatory liability, if any, in connection with the performance of the Purchase Order is limited to the actual damage suffered by the Buyer and is capped to 100% of the net value of the Product sold.
3. The Seller shall be liable solely for the damage that was caused deliberately.

§7

FORCE MAJEURE

1. The Seller shall not be liable for damages, if any, that have occurred in connection with the failure to perform or undue performance of the Contract if the said failure or undue performance has resulted from the events that are defined as Force Majeure.
2. Any circumstances that are beyond the Seller's control, affecting the delivery of the Purchase Order, such as, but not limited to: flood, fire, strikes, breakdown of plant, production disruption, epidemic, acts of terrorism, war, earthquake, local or national hazards, lockout shall be deemed to be the Force Majeure.
3. If any circumstances constituting a Force Majeure Event affect the possibility of delivering the Purchase Order or make it impossible, the Seller shall inform the Purchaser thereof and the terms and conditions of the delivery of the Purchase Order shall be revised accordingly.
4. The Seller shall take reasonable - within his control – efforts to minimize the negative consequences of the Force Majeure.

§8

GDPR

1. GAS POWER spółka z ograniczoną odpowiedzialnością spółka komandytowa with a registered office in Kołobrzeg (78-100) at ul. Morska 7, info@gaspower.tech., is the controller of personal data.
2. Personal data (name and surname, company phone number, company e-mail address) shall be processed in compliance with the generally applicable law for the purpose of entering into and delivering the Contract, as well as for the purpose of debt collection and claim lodging, if any, which represents the legitimate interest of the Seller.
3. The Seller and its subsidiaries and affiliated companies shall be the recipients of the personal data.
4. Data processing is indispensable for the proper performance of the Contract and in the event of failure to provide the data, if any, it shall be impossible to enter into and perform the Contract.
5. The Buyer may give consent in the Purchase Order or the Contract to data processing for marketing purposes and for the purpose of receiving commercial information. The consent to data processing may be withdrawn at any point of time.
6. The data shall be processed throughout the term of the Contract and the period that is required for any claims arising from the Contract to get prescribed.
7. Any person has the right to the following in connection with processing of his/her personal data:
 - a. obtain a copy of his/her data,
 - b. have access to his/her data
 - c. request to have his/her personal data completed,
 - d. request that his/her personal data is rectified without delay,
 - e. request that his/her personal data is erased,
 - f. request that data processing is restricted in specific cases
 - g. object to data processing
 - h. file a complaint with the President of the Personal Data Protection Office (Prezes Urzędu Ochrony Danych Osobowych).

8. The Buyer shall inform, on behalf of the Seller, any individuals (natural persons) designated by the Buyer to enter into and perform the Contract about the fact of transferring their personal data and processing of their personal data by the Seller in connection with the conclusion and performance of the Contract.
9. The personal data received shall not be transferred to any third country (that is not a EEA member) or to an international organisation as defined by GDPR.
10. The Seller shall not perform automated decision making, including profiling on the basis of the personal data obtained.

§9

FINAL CONDITIONS

1. The GTCS shall be governed in accordance with Polish law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (Dz.U.⁴ of 1997, No. 45, item 286) and the Convention on the Limitation Period in the International Sale of Goods of June 14, 1974 (Dz.U. of 1997, No. 45, item 284) shall not apply.
2. The Buyer is neither allowed to transfer any claims that have arisen as a result of the delivery of the Contract that has been entered into by the Parties to any third party without the Seller's consent (Article 509 § 1 of the Civil Code), nor settle them through offsetting (Article 498 of the Civil Code).
3. Any amendment to the concluded Contracts, including their termination, to be effected requires a written consent of the Seller, provided that the terms on which the amendment or termination of the Contract is to take place are agreed upon.
4. The Parties undertake to keep any legally protected information obtained in connection with the conclusion and performance of the Contract confidential, in particular the information that constitutes a trade secret as defined by the Act on Combating Unfair Competition of 16 April, 1993 (Dz.U. of 2003, No. 153, item 1503, as amended), including technical, technological, commercial or organisational information of the Party that has not been disclosed to the public. The obligation to keep any information confidential constituting a trade secret of the other Party is reserved for fifteen (15) years.
5. Any disputes arising from the Contract between the Parties shall first be settled amicably by the Parties and if the Parties fail to reach an agreement within 14 days from the date of dispute pending, the dispute shall be settled by the Court of local jurisdiction of the Seller.
6. In the event any of the provisions of the GTCS is found or deemed invalid, the remaining scope of the Contract concluded between the Parties shall remain valid.
7. The Seller is entitled to modify the GTCS at any time. The modifications shall not affect the delivery of the Purchase Orders.
8. The GTCS have been drawn up in Polish and English. In case of any discrepancies or differences in interpretation, the Polish version shall be the basis for interpretation.
9. The GTCS have come into force as of 15.02.2021.

⁴ Dz.U. – Dziennik Ustaw – Journal of Laws