



**Power supplies • Electronics
Development • Production • Batteries
Contract manufacturing • Mechanics**

MERAWEX Sp. z o.o.
44-122 Gliwice, Toruńska 8, Poland

phone +48 32 23 99 400
www.merawex.com.pl

fax +48 32 23 99 409
merawex@merawex.com.pl

VAT No. PL6310000440 Reg. No. KRS 0000058433, court: Sąd Rejonowy in Gliwice, X Wydz. Gosp. KRS Equity: 1.268.000,00 PLN

General Terms and Conditions of Sale and Warranty

(version 3.0)

§ 1. Contract General Provisions

1. MERAWEX Sp. z o.o. with its registered office in Gliwice, Poland, hereinafter referred to as the Supplier, offers products, goods and services and provides a warranty on these General Terms and Conditions of Sale and Warranty, hereinafter referred to as GTC.
2. The current GTC are posted on the Supplier's website at www.merawex.com.pl.
3. MERAWEX Sp. z o.o. pursues the objectives of its activity by concluding and implementing contracts for the purchase - sale of products, goods and services with contractors that are not consumers within the meaning of art. 22¹ of the Polish Civil Code.
4. The Purchaser should provide the Supplier with copies of documents confirming his status as an entrepreneur or other institution conducting business activity in order to demonstrate its ability to conclude the contracts with the Supplier.
5. When MERAWEX Sp. z o.o. responds to a bid request, it presents an Offer, an integral part of which are applicable GTCs
6. Submission of the order to the Supplier, based on the Offer received from the Supplier, means familiarization with applicable GTC and consent of the Purchaser to these conditions.
7. The Offer is valid and may be the basis for the conclusion of the contract provided that the Purchaser does not present, for example as a part of the order, its purchase terms, contrary to the Supplier's GTC or detailed conditions included in the Offer.
8. The Purchaser after sending the order on the basis of the received Offer, cannot demand any additional benefits from the Supplier, if they have not been prior the subject of the Offer or another agreement between the parties.
9. Based on art. 558 § 1 of the Polish Civil Code, the Supplier excludes liability under the warranty of defects.
10. An one-time or framework supply agreement between the Supplier and the Purchaser may specify other terms of sale. In the case of a conflict between the provisions of the specific contract and the provisions of the GTC, the provisions of the specific contract shall prevail.
11. For selected products, goods and services from the offer of MERAWEX Sp. z o.o., additional specifying requirements may apply to these General Terms and Conditions of Sale and Warranty. In particular for the batteries complemented by "Terms for Warranty of lead-acid batteries". All related documents are available for download on the Supplier's website at www.merawex.com.pl.

§ 2. Meaning of the price, delivery date, date and mode of payment

1. The Offers submitted by the Supplier shall include the prices of products, their quantity, delivery and payment terms, the date of order completion and the period of validity of the Offer.
2. The prices and commercial terms presented in the Offer are binding on the Purchaser and may not be dependent on Offers presented to the other entities.
3. The price in the Offer is the price EXW Gliwice (according to Incoterms 2010). In the event of determining the place of delivery outside the Supplier's premises, the Supplier shall conclude a transport contract at the risk and cost of the Purchaser. Upon individual arrangements between the Supplier and the Purchaser, delivery terms may be changed.
4. In the event of anticipated delay or actual occurrence of a delay in delivery, the Supplier shall immediately inform the Purchaser of this fact, its causes and the possible delivery date. Both parties will determine further steps of the proceedings.
5. The Supplier issues an invoice for the completed deliveries.
6. Value added tax (VAT) is added to the net price in the amount specified by law and in accordance with the adopted rules in the European Union.
7. The payment deadline and method of payment shall be stated on the invoice.
8. The invoice is delivered to the Purchaser in paper form. It is also possible to send an electronic invoice, however this form requires signing an additional written agreement between the Supplier and the Purchaser.
9. The payment should be made in the form of a transfer to the Supplier's bank account indicated on the invoice or cash in hand at the Supplier's office. The moment of settlement of the liability is the inflow of funds to the Supplier's bank account or cash payment at the cash register.
10. The product or goods handed over by the Supplier remains his property until the total amount of the Purchaser's obligations towards the Supplier is paid.
11. Any shortcomings revealed in the delivered product or goods do not relieve the Purchaser from the obligation to timely pay his obligations to the Supplier.
12. In cases of overdue receivables, resulting from the previously completed deliveries the Supplier reserves the right to suspend further confirmed deliveries.
13. The Supplier reserves the right to change the terms and conditions of the order or to resign from contract exceptionally in particularly justified cases, which may also occur after placing the order by the Purchaser and confirmation by the Supplier. Such a situation may take place in particular when, due to the force majeure or other exceptional circumstances which are beyond the Supplier's control, Supplier is unable to meet the terms of the contract or order. The Supplier will inform than the Purchaser in this case about the inability to complete the order and indicate its new terms.

§ 3. Supplier's Liability

1. The Supplier undertakes to deliver brand new and functional equipment.
2. The Supplier grants a 12-month warranty on all its products and goods. If the Purchaser submits an order in accordance with the Offer prepared by the Supplier, in which the warranty period is different from the one indicated in the first sentence, the warranty period specified in the Offer applies.
3. The warranty period commences from the date of delivery of the product or goods to the Purchaser by the Supplier.
4. The liability of the Supplier under the warranty covers only defects resulting from causes inherent in the sold item. The product or its elements, which bear signs of improper or inappropriate use or signs of mechanical damage are not covered by the warranty.
5. All visible damages, defects or deficiencies of parcels delivered via the carrier must be noted by the Purchaser on the delivery note. If damage, defects or defects, despite due diligence, were not detected at delivery, then the Purchaser is obliged to immediately inform the Supplier of this fact upon detection, under pain of losing the warranty.

6. The Supplier guarantees to the Purchaser that during the warranty period, the device that contains a manufacturing or hidden defect will be replaced free of charge or repaired, leaving the choice of method for the Supplier's reasonable recognition.
7. A defective device should be reported and delivered to the Supplier during the warranty period.
8. The Supplier guarantees the Purchaser's permanent acceptance of warranty claims on working days during the Supplier's working hours and replacement or warranty repair within the standard 14 (fourteen) business days from the date of delivery of the equipment to the Supplier's seat. In special circumstances, the Supplier reserves the right to extend the deadline for replacement or warranty repair.
9. The supplier provides advice on the maintenance and use of equipment during the warranty and post-warranty periods.

§ 4. Exclusion of liability

1. The warranty granted by the Supplier shall apply only to the Purchaser. The Supplier will not respect applications from entities that purchased a product or goods from the Purchaser.
2. The warranty does not cover:
 - a. damage to equipment resulting from transport;
 - b. damage to devices created as a result of storage, installation or maintenance not in accordance with the technical and operational documentation, user's manual or recommendations of the Supplier;
 - c. use of devices not in accordance with the technical and operational documentation, user's manual or recommendations of the Supplier;
 - d. mechanical damages;
 - e. damages resulting from the processing of the equipment, unless the modification was made by the Supplier, at his request or with his written consent;
 - f. secondary damage resulting from the use of the device despite the discovery of the original defect.

The assessment of damage causes is left to the Supplier's rational recognition. Repair or replacement of the device due to damage referred to in this case may be made by the Supplier for a fee.
3. The Supplier shall not be liable for loss of the revenues, interruption of business or system operation, loss of data or any other direct or indirect damage and related costs resulting from the operation of the equipment.

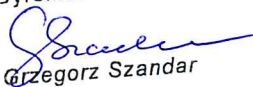
§ 5. The mode of warranty implementation

1. The Purchaser reports a defect or malfunction of the Supplier's device by e-mail, fax or letter before sending the device to the Supplier.
2. The Purchaser is obliged to provide all necessary information about the defect and the causes of its creation to the Supplier in accordance with the truth and the facts in order to make a proper assessment as to the correctness of the repair or replacement under the warranty.
3. The Purchaser's notification of a complaint regarding the quality of goods under a given delivery does not release the Purchaser from the obligation to pay the full price of the goods covered by the given delivery.
4. The Purchaser will send the product or goods subject to complaint to the Supplier by packaging it in a way that protects it against damage or destruction.
5. The Supplier is not responsible for the costs associated with the disassembly and assembly of the product or goods subject to complaint.
6. The Purchaser delivers the reclaimed goods to the Supplier's office along with a copy of the purchase document and a description of the defect or malfunction.
7. Costs related to transport in the case of unjustified complaints are charged entirely to the Purchaser.
8. The replaced or repaired equipment shall be provided by the Supplier at its own expense to the Purchaser.
9. The Parties may establish the repair by the Supplier outside of the Supplier's premises.
10. In the event of failure to take full or partial claims under the warranty, the Supplier shall notify the Purchaser thereof and will offer a paid repair or paid replacement of equipment.
11. The Supplier will return the equipment at the expense of the Purchaser, and if it has been arranged to carry out the repair outside the Supplier's premises - will charge the Purchaser for the costs of the trip for the rebuffed warranty claims.

§ 6. Final provisions

1. In matters not covered the regulations of Polish law apply. All disputes that will not be settled by amicable negotiations shall be resolved by the court having jurisdiction for the seat of the Supplier.
2. The Purchaser ensures that the data indicated by him, referred to in §1 point 4 are current and true.
3. The Purchaser ensures that he will place orders only if he has the financial resources provided for the proper performance of sales contracts.
4. The Supplier reserves the right to make changes to the General Terms and Conditions of Sale and Warranty.
5. Purchaser is obliged by the GTC even if he hasn't acquainted with their terms.
6. These General Terms and Conditions of Sale and Warranty enter into force on 15.10.2018.

Prezes Zarządu
Dyrektor Naczelny


Grzegorz Szandar