

GENERAL CONDITIONS FOR ORDER — CONTROL CABINETS
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§ 1

GENERAL PROVISIONS

1. These General Conditions for Order (hereinafter also referred to as: “GCO”) constitute an integral part of each Contract.
2. Parties may exclude these GCO in relation to performance of an individual Contract in whole or in parts indicated by the Parties. Moreover, the Parties may also define the terms of their cooperation in a Contract differently than in these GCO. Any provisions that exclude or modify the provisions of these GCO must be made in writing in order to be valid.
3. In case of inconsistencies between the provisions included in these GCO and the provisions included in the Contract, provisions of the Contract shall prevail, provided that they were formulated in writing in order to be valid.
4. The Contractor does not accept the general conditions for order used by the Ordering Party (including similar conditions, regardless of the name of the document in which such conditions are included).
5. The Contractor represents that it takes no responsibility for information included in brochures or publications, advertisements, price lists and other announcements regarding the services provided. The Contractor represents that the information included there only have informative nature and the templates and samples of goods or services presented by the Contractor are only supposed to provide visuals. Publishing of advertisements, announcements regarding offered goods as well as presenting samples and templates of goods does not constitute an offer within the meaning of the Civil Code and does not constitute grounds for concluding a contract and does not constitute assurances on services offered by the Contractor or on their properties.
6. These GCO are considered accepted by the Ordering Party at the moment of placing an Order or accepting an Offer. The Contractor confirms the inclusion of the contents of this document into the Contract by placing an Order or by accepting an offer.

§ 2

DEFINITIONS

1. Whenever these General Conditions for Order mention:
 - 1) **Civil Code** – it is understood as – the Act of 23rd April 1964;
 - 2) **Contract** – it is understood as contract concluded between the Ordering Party and the Contractor, the object of which is for Contractor to perform specific Work for the Ordering Party;
 - 3) **Contractor** – it is understood as ProPoint Services Sp. z o.o. Sp.k., ul. Bojkowska 37 R, 44-100 Gliwice, entered into the register of entrepreneurs of the National Court Register under no.: 0000688732, NIP: PL6312672008, REGON: 367876191;
 - 4) **Contractor’s Website** – it is understood as a website found under address: <https://www.propoint.pl/ogolne-warunki-zamowienia;>

- 5) **Framework Contract** – it is understood as a contract concluded between the Ordering Party and the Contractor that assumes repetitive performance of services by the Contractor on behalf of the Ordering Party;
 - 6) **Offer** – it is understood as a statement expressing the Contractor’s will to conclude a Contract on terms specified in the Offer and these GCO, directed to the Ordering Party;
 - 7) **Order** – it is understood as Ordering Party’s declaration of will expressing the will to conclude a Contract with the Contractor on terms specified in these GCO and on terms specified in the Offer for performance of the Work, or – in case of Framework Contract – on terms specified by the Parties;
 - 8) **Ordering Party** – it is understood as civil law entity (i.e. natural person, legal person or other organizational unit without legal personality that is awarded legal personality by legislation), for the benefit of which the Contractor performs the Work under a Contract;
 - 9) **Parties** – it is understood as Ordering Party and Contractor together;
 - 10) **Party** – it is understood as either Ordering Party or Contractor separately;
 - 11) **Subcontractor** – it is understood as civil law entity (i.e. natural person, legal person or other organizational unit that is awarded legal personality by legislation), which concluded a contract with the Contractor and performs under it a part or an entirety of the Contractor’s obligation specified in the Contract by the Parties;
 - 12) **Work** – it is understood as Contractor’s service carried out on behalf of the Ordering Party as part of Contractor’s business activity, connected with comprehensive process of production of control cabinet and control panel together with additional services, the scope and size of which is determined by the Contract between the Parties, or Order or Offer. Work can include a comprehensive service as well as its individual components. The scope of services includes drawing up the measuring documentation and CE declaration of conformity;
2. The Parties undertake to notify one another about appearance of any important circumstances that may affect the order quality and delivery date as well as its other conditions.

§ 3

CONCLUSION OF THE CONTRACT

1. Two consistent declarations of will made by the Ordering Party and by the Contractor are required to conclude a Contract. Written form is not necessary for the validity of declarations made that way, that is for the validity of this Contract, unless the Parties decide otherwise. This manner of concluding a contract is not viable in case of cooperation between the Parties on the basis of a Framework Agreement.
2. Contract can be concluded under the following two manners:
 - 1) offer procedure;
 - 2) negotiating procedure.
3. The offer call consists of the Contractor making an Offer to the Ordering Party and it ends with Ordering Party accepting the terms specified in the Offer. The Contract is concluded the moment

the Ordering Party accepts the terms of the Offer. Acceptance of terms of the Offer is tantamount to accepting the terms of the GCO, provided that the Contractor notified the Ordering Party about the GCO in the contents of the Offer.

4. A negotiating procedure is used when the Parties conclude a Contract in writing on terms determined by them during bilateral negotiations. The Parties conduct negotiations on the basis of contents of the Offer made by the Contractor to the Ordering Party. The Contract is considered concluded in negotiating procedure when both Parties make their declarations of will in writing.

§ 4

FRAMEWORK CONTRACT

1. If the Parties conclude a Framework Contract, they will cooperate on the basis of Orders placed by the Ordering Party.
2. In case of cooperation on the basis of a Framework Contract, the Contract is concluded at the moment the Parties accept the contents of the Order.
3. The above mentioned Order will include:
 - 1) Contractor's and Ordering Party's addresses;
 - 2) Designation of Contractor's obligation (type of service);
 - 3) Designation of size and nature of the obligation if they were not previously specified in the Framework Contract;
 - 4) Deadline for the performance of the service;
 - 5) Proposed amount of remuneration if it was not previously specified in the Framework Contract.
4. Ordering Party represents that each order will be placed by a person authorized to make declaration of will and to incur liabilities on behalf of the Ordering Party. Such person will be obligated to provide such authorization in order to do it.
5. If the Contractor confirms the ability to carry out the order under terms indicated in the order's contents, it is assumed that the Parties jointly accepted the contents of the Order.
6. If the Order cannot be carried out by the Contractor under terms indicated in the Order, the Contractor may propose making some modifications to the Order that will require Ordering Party's consent. If the Ordering Party does not accept the modifications proposed by the Ordering Party, it is assumed that the Order is not accepted.
7. Order and declarations of accepting the Order as well as declarations of accepting the modifications made to the Order must be delivered to the other Party in written form or via email in order to be valid. The Party that receives the Order or confirmation of acceptance of the Order is obligated to confirm the receipt of such declaration via an email or in written form.

§ 5

PERFORMANCE OF THE CONTRACT

Delivery date of the Work will be specified in the contract, purchase order or otherwise in writing, otherwise being null and void.

§ 6

PLACE OF PERFORMANCE OF THE WORK

Place of performance of the Work is a place indicated by the Parties in the Offer, in the Contract or in place agreed by the Parties in writing in order to be valid. If the Parties did not specify the place of performance of the Work in manner described above, the Work is performed in location chosen by the Contractor, to which the Contractor has a legal title.

§ 7

WORK ACCEPTANCES

1. Acceptance of the Work is carried out in place indicated in the Offer, in the Contract or in any other document made in writing in order to be valid, and takes place on date agreed by the Parties. If the date of acceptance is not determined, it takes place no later than within 5 working days from the moment the Contractor notifies the Ordering Party about the readiness for acceptance.
 - 1) Acceptance is performed by:
 - a) Representatives of the Parties drawing up and signing the handover protocol that includes:
 - Date of drawing up the protocol;
 - Indication of all persons present during drawing up the handover protocol;
 - Possible defects, faults or reservations regarding the Work;
 - Additional information;
 - Signature of the person who carries out the acceptance;
 - 2) The Contractor transferring the ownership of the Work to the Ordering Party. It takes place the moment the handover protocol is signed.
2. If it is found that on the day of acceptance the Work has defects significant enough that their presence significantly hinders its use in accordance with its purpose or prevents its use (and if those defects did not occur due to reasons attributable to the Ordering Party):
 - 1) The ownership of the Work is not transferred to the Ordering Party;
 - 2) Instead of a handover protocol, the Parties will draw up a protocol, where they will determine:
 - a) All above mentioned defects;
 - b) Deadline for removal of the above mentioned defects;
 - c) Additional indicators or suggestions of Ordering Party or of Contractor regarding the manner and deadline for removing the defects.
 - 3) If there is a dispute between the Parties regarding the significance of these defects and regarding a degree in which the defects hinder or prevent the use of the Work in accordance with its purpose or whether they occurred due to reasons attributable to the Ordering Party) above, the contentious issues shall be considered by an expert accepted by the Parties from a list of court experts of the Regional Court in Gliwice. The Parties will be bound by such an opinion. The costs of the expert's actions are borne by the Party the standpoint of which has been disputed by the expert. That Party will also pay back to the other Party any other costs incurred by it in connection with the duration of actions performed by the expert.

- 4) The Contractor will not be responsible for profits lost by the Ordering Party due to failure to transfer the ownership of the Work and failure to sign the handover protocol.
 - 5) Final handover of the Work to the Ordering Party for use in accordance with its needs takes place the moment the Parties sign the handover protocol after acceptance of the Work.
3. Delaying the final acceptance of the Work by the Ordering Party will result in:
- 1) The Contractor charging a fee for storage of the Work in the amount of 0.5% of remuneration due to the Contractor, specified in a debit note directed to the Ordering Party by the Contractor for each day of delay in relation to the date specified in accordance with § 7 par. 1 of the GCO;
 - 2) Entitling the Contractor to place the Work at the Ordering Party's expense in a court deposit. The Contractor will immediately notify the Ordering Party about that action. Placing the Work in court deposit results in considering the Contract properly performed by the Contractor.

§ 8

ASSEMBLY OF THE WORK

1. If the Parties determined in the Contract or in the Offer or in a document made in writing, in order to be valid, that the assembly of the Work is to take place in a location indicated by the Ordering Party, any assembly actions are carried out by the Contractor with the exception of actions specifically indicated in the Offer, Contract or in writing in order to be valid.
2. The date and place of assembly are determined jointly by the Parties. Only the Work that has been positively accepted can be assembled.
3. The Contractor will commence the assembly of the Work in location indicated by the Ordering Party if the Ordering Party ensures appropriate preparation of the assembly Position in accordance with the Contractor's recommendations and taking into account the characteristics of the Work. Moreover, the Contractor shall commence the assembly only if the Ordering Party assures that the assembly actions will be carried out without danger to integrity and inviolability of any property. If the above mentioned conditions are not ensured, the Contractor is entitled to refuse assembly of the Work and the Ordering Party will be obligated to cover any losses that the Contractor incurred due to the lack of possibility of assembly of the Work within the indicated date and location.

§ 9

SUBCONTRACTING

1. The Contractor is entitled to delegate part of entirety of the Work to a Subcontractor, unless the Contract or a document made in writing in order to be valid includes a stipulation made by the Parties that the Contractor is obligated to carry out the Work personally.
2. The Contractor's liability is excluded (up to the limits of wilful misconduct) in case when the liability for possible damage to the Ordering Party caused by the failure to perform or improper performance of the Contract is attributable to the Subcontractor.
3. Any information regarding the cooperation of the Contractor with Subcontractors in relation with carrying out a specific Work as well as information directly regarding the Subcontractors (name, legal form, structure, business focus etc.) constitutes the Contractor's company secret within the meaning of art. 11 par. 4 of the Act on Elimination of Unfair Competition of 16th April, 1993

(consolidated text: Journal of Laws of 2003, No. 153, item 1503, as amended) and is confidential. Confidentiality regarding the information indicated in this paragraph will be excluded in case of:

- 1) The Parties deciding no later than on the day of concluding the Contract that delegating the works connected with the Work may only be made on behalf of a Subcontractor approved by the Ordering Party and by the Contractor;
- 2) When the Ordering Party expresses the intent to make claims against the Subcontractor connected with the failure to perform or with improper performance of the Contract.

§ 10

ADDITIONAL WORKS

1. The Parties are obligated to conclude a separate contract in order to perform additional works. The separate contract must be concluded with the use of one of the forms listed in § 2 GCO.
2. Additional works are defined as works performed by the Contractor that go beyond the object of the Contract as well as works consisting of making any modifications to the Work as well as other works specified by the Parties in the Contract or in a document made in writing in order to be valid.

§ 11

CONTRACT PERFORMANCE BOND

1. Conclusion of the Contract may be dependent on the Ordering Party awarding a contract performance bond in a form chosen by the Contractor. However, if awarding a contract performance bond in the form chosen by the Contractor is not possible, the Ordering Party may indicate the form of the bond.
2. The Contract performance bond may in particular have a form of a:
 - 1) Bank guarantee or insurance guarantee – after the Contractor approves the bond template;
 - 2) Mortgage;
 - 3) Monetary security deposit;
 - 4) Lien or registered pledge;
 - 5) Guarantee awarded by an entity approved by the Contractor;
 - 6) Bill with aval of an entity approved by the Contractor.
3. The type of bond and terms of its awarding are specified by the Contract or arrangements of the Parties made in writing in order to be valid.
4. The Contractor may request awarding the bond in any time – also during carrying out the Work. If the Ordering Party does not award the bond during the carrying out of the Work, after the Contractor's request to award such bond, the Contractor may withdraw from the concluded Contract not earlier than after 14 days from delivery of such request to the Ordering Party.

§ 12

GUARANTEE

1. The Contractor awards to the Ordering Party a guarantee for the Work carried out by the Contractor on terms specified below or in a separate guarantee document, or in the Contract. Statutory warranty is herewith excluded.

2. Under the awarded guarantee the Contractor undertakes to repair, free of charge, the Work's physical defect provided that such a defect was caused by reasons attributable to the Work and subject to provisions of § 12 Sect. 9–12.
3. If there are no technical possibilities of performing the repair, the Contractor is entitled to perform the repair outside of the location where the Work is permanently installed.
4. The guarantee is granted for 1 year starting from the date of physical acceptance of the Work, unless the Parties decided otherwise.
5. Extension of guarantee period is possible, however, it requires an explicit provision in the Contract or in an accepted Offer and it includes the Ordering Party's obligation to pay additional remuneration in the amount specified by the Parties.
6. The deadline for commencing the actions intended to remove the defect by the Contractor under a guarantee obligation is 7 days from reporting such a defect. If this deadline lapses without effect, the Ordering Party is entitled to perform the repair by itself or to delegate it to a third party at the Contractor's expense. The Ordering Party is obligated to immediately notify the Contractor about such situation and to provide the documents confirming the removal of that defect and costs caused by it.
7. A standard deadline for removal of a defect under a guarantee claim is 21 days from the day of commencing the removal of the defect. If the defect cannot be removed within the designated deadline – the Parties may agree a longer deadline for its removal.
8. The Contractor is not responsible for availability of necessary spare parts during the guarantee procedure and because of that the period of waiting for the delivery of such spare parts is not included in the period mentioned in par. 7 above.
9. The guarantee does not include damage and breakdowns caused by improper use of the Work that is not consistent with the operating manual.
10. The Ordering Party loses the entitlements under the guarantee, if:
 - 1) The Ordering Party doesn't report the defect to the Contractor no later than within 3 days from finding it;
 - 2) The Ordering Party removed defects of the Work without the Contractor, i.e. allowed unauthorized intervention – e.g. allowed unauthorized entity or person to carry out the repair;
 - 3) The Ordering Party made any modifications to the Work or to the station where the Work is installed without the Contractor and without clear consent from the Contractor;
 - 4) The Ordering Party used the Work in manner inconsistent with the manual (including by persons infringing the job instruction) and possible written recommendations of the Contractor;
 - 5) The Ordering Party failed to provide basic operator training;
 - 6) The Ordering Party failed to ensure necessary inspections.
11. Moreover, entitlements under guarantee are not due in case of:
 - 1) Dampness or liquid interfering with the Work's structure;
 - 2) Occurrence of a mechanical damage, i.e. damage caused by a fall, hit etc.;
 - 3) Occurrence of damage caused by the environment, i.e. improper transport, storage;

- 4) Occurrence of mechanical damage caused by improper operation and use that is inconsistent with the motor documentation;
 - 5) Unauthorized change in the programs causing change of the control sum or discrepancy with the copies provided together with as-built documentation;
 - 6) Failure to ensure timely inspections described in the operating manual or in documentation provided by the Contractor/producer;
 - 7) Occurrence of damage caused by natural, partial or complete wear and tear in accordance with the characteristics or purpose of the goods;
 - 8) If the assembly of the Work was carried out in conditions inconsistent with the Work's motor documentation or with the Contractor's advice;
 - 9) Occurrence of damage in parts of the Work that are subject to normal wear and tear (consumables, filters, gaskets, light bulbs, safety fuses etc.);
 - 10) Damage resulting from modifications and structural changes carried out by third parties or resulting from use inconsistent with the manual;
 - 11) When the damage is connected with maintenance activities: replacing gaskets, cleaning, replacement of parts with specified service life (safety fuses, light bulbs, batteries and storage cells);
 - 12) If the damage and defects occurred in the housing and construction elements that do not affect the functionality and proper operation of the products;
 - 13) If start-up of the Work has not been documented in the guarantee sheet/start-up protocol by a specialized maintenance service or by persons with appropriate qualifications and experience.
12. The Contractor in no case is liable for:
- 1) Any damage caused by interruptions of operation of the products during the period of awaiting guarantee services;
 - 2) Any damage of the Ordering Party's assets other than the ones delivered by the Ordering Party.

§ 13

PAYMENTS

1. Remuneration of the Contractor for works performed by it on behalf of the Ordering Party – including its amount, term of payment and rules of its payment are specified in the Contract or in the Offer accepted by the Ordering Party.
2. The day of crediting of the Contractor's bank account is considered the day of payment.
3. The payment of remuneration and other amounts due to the Contractor will be made to the Contractor's bank account indicated in the contents of a VAT invoice, and in the case of amounts due other than the remuneration – to a bank account indicated in request for payment, debit note or in a different document.
4. Failure to observe the term of payment by the Ordering Party results in:
 - 1) The Contractor charging statutory interests for delay in commercial transactions in currently applicable amount;

- 2) Entitling the Contractor to abstain from commencing the performance of works (if the Ordering Party delays the payment of advance payment or pledge) or to abstain from performing subsequent works (if the Ordering Party delays payment of subsequent parts of remuneration) – until the time the outstanding amounts due are paid, or until the Contractor receives the collateral for unpaid receivables that it approved. The period of such abstaining from performing extends the period agreed by the Parties for carrying out the Work and does not constitute grounds for the Ordering Party to make any claims against the Contractor;
- 3) Calling the Ordering Party to pay if failing to meet the payment term results from the Ordering Party's delay, under pain of withdrawing from the Contract if the overdue payments are not made within the appropriate deadline – indicated in the request for payment, but no longer than 10 days from its delivery. Contractor will be entitled to withdraw from the Contract after such deadline lapses without effect.

§ 14

DISCLAIMER

The Contractor is liable for the Ordering Party's claims resulting from failure to perform or improper performance of the Contract only up to the amount not higher than the value of the Work specified in the Contract. The Parties exclude the Ordering Party's right to seek repair of the damage on general terms within the scope exceeding the amount specified in the first sentence.

§ 15

CONFIDENTIALITY

1. The Parties undertake that no data and information obtained in connection with performance of this Contract, in particular regarding the condition, organization, business partners and interests of the other Party, will not be disclosed, provided or made public in part or in whole without prior consent of the other Party made in writing in order to be valid.
2. For that purpose the Parties undertake to conclude a confidentiality and non-disclosure agreement in accordance with the template indicated by the Contractor. The Parties may additionally conclude a non-solicitation agreement preventing the Ordering Party from trying to acquire the Contractor's employees.
3. The Contractor may condition the conclusion of the Contract on concluding the agreements mentioned in § 15 par. 2.

§ 16

FORCE MAJEURE

1. The Contractor is not liable for inability to carry out the Work if this inability is caused by force majeure or other events that could not be anticipated upon conclusion of the Contract (i.e. any disruptions of a work facility, delays in transport, epidemics, strikes, lawful lockouts, lack of workforce, energy or raw materials, difficulties in obtaining necessary permits, orders of the authorities or lack of deliveries or improper or untimely deliveries from our suppliers).
2. If occurrence of force majeure exceeds six months, each Party is entitled to withdraw from the contract after that period.

§ 17

COPYRIGHT

1. Concluding the Contract as well as transferring the ownership of the Work to the Ordering Party does not result in automatic transfer of the proprietary copyrights of the Contractor or in granting the Ordering Party an exclusive licence to use the rights the Contractor has in relation to:
 - 1) Designs made by the Contractor that are necessary to perform, install and operate the Work (including: electric designs and mechanical designs);
 - 2) The concept of the cabinet.
2. Transfer of the proprietary copyright mentioned in Section 1 of this Paragraph to the Ordering Party or granting an exclusive license to use this proprietary copyright by the Ordering Party requires written form in order to be valid.
3. The Contractor does not allow the possibility of granting to the Ordering Party a non-exclusive license to use the proprietary copyright mentioned in Section 1 of this Paragraph.
4. Conclusion of the Contract as well as transfer of ownership of the Work or other actions performed by the Contractor under this Contract do not constitute granting to the Ordering Party a license (neither exclusive nor non-exclusive) to exercise the Contractor's proprietary copyright mentioned in Section 1 of this Paragraph.

§ 18

COMMUNICATION BETWEEN THE PARTIES

1. Any representations made to one another by the Parties require written form or a materially fixed form delivered via email in order to be valid. It does not apply to the representations that need to be made in writing in order to be valid pursuant to a legislation, GCO or Contract.
2. As an exception from Section 1 of this Paragraph, the Work acceptance protocols must be made in writing in order to be valid.
3. Parties undertake to immediately notify one another about planned changes of their contact details. If any of the Parties fail to update their details, any document sent via registered mail to an address currently known to the sender is considered effectively delivered on the day of a second advice note.

§ 19

AMENDMENTS TO THE GCO

1. Amendments to the GCO may be made unilaterally by the Contractor within the following scope and in following cases:
 - 1) In case of change of the legal status – within the scope necessary to adjust the GCO to the amended provisions of applicable law;
 - 2) In case of changes in production technology or in case of changes in the range of products and services provided by the Contractor – within the scope necessary to adjust these GCO to the Contractor's modified commercial offer.
2. Each change to the GCO (with the exception of stylistic or cosmetic changes) requires notifying the Ordering Party by delivering to it the changed provisions of the GCO (in writing or via email).

3. The change in relation to a given Ordering Party enters into force after 2 weeks from delivery of the changed GCO. During the above mentioned 2-week period the Ordering Party is entitled to terminate the Contract as of the day of delivering the declaration of terminating the Contract made in writing in order to be valid.
4. If the Ordering Party terminates the Contract in manner described in Section 3 of this Paragraph, the Ordering Party will be obligated to immediately pay to the Contractor a remuneration for works already performed in accordance with the progress of the Work, no later than within 10 days from delivering to the Contractor the declaration of terminating the Contract.
5. Change of the GCO in relation to contracts not yet concluded comes into effect at the moment the changed GCO are published on the Contractor's website.
6. The above provisions also apply to introducing new GCO in the place of the current ones by the Contractor.

§ 20

FINAL PROVISIONS

1. In matters not regulated by the provisions of the GCO or of the Contract, the currently applicable provisions of the Polish law, in particular the provisions of the Civil Code, the Copyright Act and Intellectual Property Law Act shall apply.
2. If any provision of these GCO is considered invalid or unenforceable on the basis of applicable law or a final decision of any administrative organ or of court, the remaining provisions of the GCO will remain fully effective. The invalid or unenforceable provisions of these GCO will be replaced by provisions that will be valid and enforceable under law and that will have legal effects as close as possible to the original economic effects for each Party.
3. Ordering Party is not entitled to assign any rights or obligations under this Contract to a third party without prior consent of the Contractor.
4. The Parties will make every effort in order to amicably resolve, by mutual negotiation, any disputes or conflicts that may appear in connection to concluding, terminating and performing this Contract or referring to it. If the Parties are unable to amicably resolve the dispute via negotiations, the dispute shall be resolved by a Polish common court of local jurisdiction for the city of Gliwice.
5. The GCO enter into force on the day they are published on the Contractor's website and they do not apply to the terms of cooperation between the Contractor and the Ordering Party that are in effect at the time the GCO enter into force, unless the Parties to a given Contract decide otherwise in writing in order to be valid.